

**Original Application
-Original-**

Middle Tn Imaging LLC

CN1605-016

MAY 2 15 30:09



MIDDLE TENNESSEE IMAGING, LLC

D/B/A

PREMIER RADIOLOGY

**OUTPATIENT DIAGNOSTIC CENTER
CLARKSVILLE, TN**

**CERTIFICATE OF NEED APPLICATION
MAY 2016**



5000 VICKERY ST, N.W.
ROSWELL, GA 30075

71 Vickery Street
Roswell, Georgia 30075
Telephone 770-394-8465
Facsimile 770-394-5470
www.thestrategyhouse.net

May 3, 2016

Via Overnight Delivery

Melanie Hill, Executive Director
TN Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243

RE: Middle Tennessee Imaging, LLC (Clarksville) - New CON Application

Dear Ms. Hill:

Please find enclosed one original and two copies of the CON application referenced above. I am also providing a filing fee check for \$3,000.00, the original newspaper notice with masthead intact and a notarized applicant's affidavit.

Thank you for your assistance with this project.

Warm regards,

THE STRATEGY HOUSE, INC.

Robert M. Limyansky
Partner

enclosures

cc: Ryan D. Brown, General Counsel, MTI
Warren L. Gooch, Esq., Kramer Rayson

THIS DOCUMENT HAS A VOID BACKGROUND • MICROPRINT BORDERS AND SIGNATURE LINE • WATERMARK PRESENT. HOLD UP TO LIGHT TO VIEW

Cashier's Check



First Citizens Bank

First-Citizens Bank & Trust Company
Raleigh, North Carolina

66-30/531

Branch No. 913

09149418

Date May 02, 2016

Pay to the order of TN Health Services and Development Agency

\$

\$3,000.00

FIRST CITIZENS BANK
BRANCH: 913000 3,000.00/3000

Dollars

Notice To Customers
The purchase of an Indemnity Bond or an Insurance Bond may be required before an official check of this bank will be replaced or refunded in the event it is lost, misplaced or stolen.

Remitter The Strategy House

05-10050R (06/15)

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SECTION A:

APPLICANT PROFILE

Please enter all Section A responses on this form. All questions must be answered. If an item does not apply, please indicate "N/A." **Attach appropriate documentation as an Appendix at the end of the application and reference the applicable Item Number on the attachment.**

For Section A, Item 1, Facility Name must be applicant facility's name and address must be the site of the proposed project.

For Section A, Item 3, Attach a copy of the partnership agreement, or corporate charter and certificate of corporate existence, if applicable, from the Tennessee Secretary of State.

For Section A, Item 4, Describe the existing or proposed ownership structure of the applicant, including an ownership structure organizational chart. Explain the corporate structure and the manner in which all entities of the ownership structure relate to the applicant. As applicable, identify the members of the ownership entity and each member's percentage of ownership, for those members with 5% or more ownership interest. In addition, please document the financial interest of the applicant, and the applicant's parent company/owner in any other health care institution as defined in Tennessee Code Annotated, §68-11-1602 in Tennessee. At a minimum, please provide the name, address, current status of licensure/certification, and percentage of ownership for each health care institution identified.

For Section A, Item 5, For new facilities or existing facilities without a current management agreement, attach a copy of a draft management agreement that at least includes the anticipated scope of management services to be provided, the anticipated term of the agreement, and the anticipated management fee payment methodology and schedule. For facilities with existing management agreements, attach a copy of the fully executed final contract.

Please describe the management entity's experience in providing management services for the type of the facility, which is the same or similar to the applicant facility. Please describe the ownership structure of the management entity.

For Section A, Item 6, For applicants or applicant's parent company/owner that currently own the building/land for the project location; attach a copy of the title/deed. For applicants or applicant's parent company/owner that currently lease the building/land for the project location, attach a copy of the fully executed lease agreement. For projects where the location of the project has not been secured, attach a fully executed document including Option to Purchase Agreement, Option to Lease Agreement, or other appropriate documentation. Option to Purchase Agreements must include anticipated purchase price. Lease/Option to Lease Agreements must include the actual/anticipated term of the agreement and actual/anticipated lease expense. The legal interests described herein must be valid on the date of the Agency's consideration of the certificate of need application.

1.	<u>Name of Facility, Agency, or Institution</u>		
	Middle Tennessee Imaging, LLC d/b/a Premier Radiology _____		
	Name		
	980 Professional Park Drive, Suite E _____		
	Street or Route	Montgomery _____	
		County	
	Clarksville _____	TN _____	37040 _____
	City	State	Zip Code
2.	<u>Contact Person Available for Responses to Questions</u>		
	Robert M. Limyansky _____	Partner _____	
	Name	Title	
	The Strategy House, Inc. _____	rlimyansky@thestrategyhouse.net _____	
	Company Name	email address	
	71 Vickery Street _____	Roswell _____	GA _____ 30005 _____
	Street or Route	City	State Zip Code
	Consultant _____	770-394-8465 x120 _____	770-394-5470 _____
	Association with Owner	Phone Number	Fax Number
3.	<u>Owner of the Facility, Agency or Institution</u>		
	Middle Tennessee Imaging, LLC (MTI) _____	615-986-6153 _____	
	Name	Phone Number	
	28 White Bridge Pike, Suite 111 _____	Davidson _____	
	Street or Route	County	
	Nashville _____	TN _____	37205 _____
	City	ST	Zip Code
	See Attachment A, 3 (Tab 1) – Corporate Charter documentation		
4.	<u>Type of Ownership of Control (Check One)</u>		
	A. Sole Proprietorship _____	F. Governmental (State of TN or Political Subdivision) _____	
	B. Partnership _____	G. Joint Venture _____	
	C. Limited Partnership _____	H. Limited Liability Company _____	X
	D. Corporation (For Profit) _____	I. Other (Specify) _____	
	E. Corporation (Not-for-Profit) _____		

PUT ALL ATTACHMENTS AT THE BACK OF THE APPLICATION IN ORDER AND REFERENCE THE APPLICABLE ITEM NUMBER ON ALL ATTACHMENTS

See Attachment A, 3 (Tab 1) – Corporate Charter documentation

See Attachment A, 4 (Tab 2) – Organizational/Ownership Chart

See Attachment A, 4 (Tab 3) – Related Healthcare Institutions

5. **Name of Management/Operating Entity (If Applicable)**

PhyData, LLC

Name

3024 Business Park Circle

Sumner

Street or Route

County

Goodlettsville

TN

37072

City

ST

Zip Code

PUT ALL ATTACHMENTS AT THE END OF THE APPLICATION IN ORDER AND REFERENCE THE APPLICABLE ITEM NUMBER ON ALL ATTACHMENTS.

See Attachment A, 5 (Tab 4) – Management Agreement. The management company serves the facilities listed in Tab 3 as part of the Saint Thomas Imaging Network.

6. **Legal Interest in the Site of the Institution (Check One)**

A. Ownership _____

D. Option to Lease _____

B. Option to Purchase _____

E. Other (Specify) _____

C. Lease of 1.5 Years X

PUT ALL ATTACHMENTS AT THE BACK OF THE APPLICATION IN ORDER AND REFERENCE THE APPLICABLE ITEM NUMBER ON ALL ATTACHMENTS.

See Attachment A, 6 (Tab 5) – Site Entitlement

7. **Type of Institution (Check as appropriate--more than one response may apply)**

A. Hospital (Specify) Acute Care _____

I. Nursing Home _____

B. Ambulatory Surgical Treatment Center (ASTC), Multi-Specialty _____

J. Outpatient Diagnostic Center X

C. ASTC, Single Specialty _____

K. Recuperation Center _____

D. Home Health Agency _____

L. Rehabilitation Facility _____

E. Hospice _____

M. Residential Hospice _____

F. Mental Health Hospital _____

N. Non-Residential Methadone Facility _____

G. Mental Health Residential Treatment Facility _____

O. Birthing Center _____

H. Mental Retardation Institutional Habilitation Facility (ICF/MR) _____

P. Other Outpatient Facility (Specify) _____

Q. Other (Specify) _____

8. **Purpose of Review (Check as appropriate--more than one response may apply)**

A. New Institution X

G. Change in Bed Complement

B. Replacement/Existing Facility _____

[Please note the type of change by underlining the appropriate response: Increase, Decrease, Designation, Distribution, Conversion, Relocation]

C. Modification/Existing Facility X

D. Initiation of Significant Health Care Service as defined in TCA § 68-11-1607(4) (Specify) _____

E. Discontinuance of OB Services _____

H. Change of Location _____

F. Acquisition of Equipment X

I. Other (Specify) _____

9. **Bed Complement Data**

Please indicate current and proposed distribution and certification of facility beds.

	<u>Current Beds</u>	<u>Staffed Beds</u>	<u>Beds Proposed</u>	<u>TOTAL Beds at Completion</u>
	<u>Licensed *CON</u>			
A. Medical	_____	_____	_____	_____
B. Surgical (General Med/Surg)	_____	_____	_____	_____
C. Long-Term Care Hospital	_____	_____	_____	_____
D. Obstetrical	_____	_____	_____	_____
E. ICU/CCU	_____	_____	_____	_____
F. Neonatal	_____	_____	_____	_____
G. Pediatric	_____	_____	_____	_____
H. Adult Psychiatric	_____	_____	_____	_____
I. Geriatric Psychiatric	_____	_____	_____	_____
J. Child/Adolescent Psychiatric	_____	_____	_____	_____
K. Rehabilitation	_____	_____	_____	_____
L. Nursing Facility (non-Medicaid Certified)	_____	_____	_____	_____
M. Nursing Facility Level 1 (Medicaid only)	_____	_____	_____	_____
N. Nursing Facility Level 2 (Medicare only)	_____	_____	_____	_____
O. Nursing Facility Level 2 (dually certified Medicaid/Medicare)	_____	_____	_____	_____
P. ICF/MR	_____	_____	_____	_____
Q. Adult Chemical Dependency	_____	_____	_____	_____
R. Child and Adolescent Chemical Dependency	_____	_____	_____	_____
S. Swing Beds	_____	_____	_____	_____
T. Mental Health Residential Treatment	_____	_____	_____	_____
U. Residential Hospice	_____	_____	_____	_____
TOTAL	_____	_____	_____	_____
*CON-Beds approved but not yet in service				

RESPONSE: Not applicable.

10. Medicare Provider Number 103G706948
 Certification Type _____

11. Medicaid Provider Number 3790913
 Certification Type _____

12. If this is a new facility, will certification be sought for Medicare and/or Medicaid? Yes

13. **Identify all TennCare Managed Care Organizations/Behavioral Health Organizations (MCOs/BHOs) operating in the proposed service area. Will this project involve the treatment of TennCare participants? Yes If the response to this item is yes, please identify all MCOs/BHOs with which the applicant has contracted or plans to contract.**

Discuss any out-of-network relationships in place with MCOs/BHOs in the area.

RESPONSE: AmeriGroup, BlueCare, United Healthcare Community Plan and TennCare Select are the TennCare MCOs operating in the area. The applicant is contracted with all of these. Please see **Attachment A, 13 (Tab 6)** for a list of managed care contracts with Saint Thomas Imaging Network affiliates.

NOTE: **Section B** is intended to give the applicant an opportunity to describe the project and to discuss the need that the applicant sees for the project. **Section C** addresses how the project relates to the Certificate of Need criteria of Need, Economic Feasibility, and the Contribution to the Orderly Development of Health Care. Discussions on how the application relates to the criteria should not take place in this section unless otherwise specified.

SECTION B: PROJECT DESCRIPTION

Please answer all questions on 8 1/2" x 11" white paper, clearly typed and spaced, identified correctly and in the correct sequence. In answering, please type the question and the response. All exhibits and tables must be attached to the end of the application in correct sequence identifying the questions(s) to which they refer. If a particular question does not apply to your project, indicate "Not Applicable (NA)" after that question.

- I. Provide a brief executive summary of the project not to exceed two pages. Topics to be included in the executive summary are a brief description of proposed services and equipment, ownership structure, service area, need, existing resources, project cost, funding, financial feasibility and staffing.

RESPONSE: Please see the following executive summary.

NEW ODC, INITIATE MRI SERVICE, ACQUIRE FIXED MRI

Ownership. Middle Tennessee Imaging, LLC (MTI) d/b/a Premier Radiology (Premier) is a joint venture between Saint Thomas Health (53.86%), NOL, LLC (42.15%) and Murfreesboro Imaging Partners (3.99%). MTI was created to own and operate outpatient diagnostic centers (ODCs).

MTI currently operates 13 fixed site locations in the metro Nashville area. Premier also operates one mobile MRI (ODC License #058) through wholly-owned affiliates Premier Mobile, LLC and Mobile MRI Medical Services, LLC.

The applicant (Middle Tennessee Imaging, LLC d/b/a Premier Radiology) acquired all of the ownership interest of Mobile MRI Medical Services, LLC in September 2014. The fixed MRI that is the subject of this application will be owned by Middle Tennessee Imaging, LLC (MTI). Mobile MRI Medical Services, LLC is wholly owned by Premier Mobile, LLC which, in turn, is wholly owned by Middle Tennessee Imaging, LLC d/b/a Premier Radiology. Mobile MRI Medical Services, LLC has made the proper Outpatient Diagnostic Center (ODC) Joint Annual Report (JAR) filings, and MTI has been in contact with Alecia Craighead regarding the equipment registry following its purchase of Mobile MRI Medical Services, LLC.

History. It is the applicant's understanding that CON 87-CN-031 was originally granted to Horizon Mobile MRI d/b/a Tennessee Imaging Alliance. It is also the applicant's understanding that Horizon implemented the Mobile MRI services as permitted by CON 87-CN-031 in a timely manner. Following Horizon's implementation of the Mobile MRI services, the ownership was rightfully transferred and ultimately the right to conduct these services was legally transferred to other parties over a period of years, and ultimately the right to conduct such services was transferred to Mobile MRI Medical Services, LLC. The applicant is not aware of all of the history between Horizon's implementation of the mobile MRI services and the transfer of the right to provide the mobile MRI services to Mobile MRI Medical Services, LLC. The Health Department apparently did require that Mobile MRI Medical Services, LLC obtain an ODC license in

connection with its acquisition of the right to conduct the mobile MRI Services. The applicant does know that the change of ownership (CHOW) changing the ownership of the right to operate the mobile MRI services to Mobile MRI Medical Services, LLC was effective July 15, 2011, and that this change was ratified by the Board for Licensing Health Care Facilities. Further, the initial application for ODC license #58 authorizing Mobile MRI Medical Services to operate the mobile MRI services was approved effective July 13, 2011, and was ratified on September 14, 2011. See **Tab 3** hereto. At this time, Mobile MRI Medical Services, LLC holds a valid ODC License (#58) that authorizes it to operate the mobile services.

If this application is approved, the applicant will establish a new ODC with a fixed MRI in Clarksville. The current mobile MRI services, as originally approved per 87-CN-031A and as licensed by Outpatient Diagnostic Center License #58, will continue serving multiple counties in Middle Tennessee. The applicant does not intend to voluntarily surrender 87-CN-031A should CN1603-013 be approved.

Replacement Plan. This application proposes to replace the four-day per week mobile MRI service now at 980 Professional Park Drive, Suite E in Clarksville, TN, 37040 (Montgomery County) with a fixed MRI at the same location. This requires minor renovations to 1,072 square feet of the existing 1,253 square feet of medical office building space currently leased by MTI.

Services and Equipment. A previously owned GE 1.5T short bore MRI unit will be purchased to replace the mobile unit now serving this location. No other diagnostic imaging services are proposed at this time.

Service Area. The transition from the mobile MRI unit to the proposed fixed MRI unit is not expected to significantly affect the service area. Based on the 2015 ODC JAR (Joint Annual Report) for the current mobile unit, the primary service area now includes Montgomery County (67.2% of patients). The secondary service area includes adjacent Stewart County (7.4%), four adjacent Kentucky counties (Christian, Logan, Todd, Trigg; 6.7%), adjacent Robertson County (4.5%) and adjacent Houston County (3.4%). These counties will account for approximately 89.2% of the patients served.

Need. This project is based on improving access to and the quality of cost-effective outpatient imaging services. The current mobile MRI unit is in Clarksville four days per week, including Saturdays. In 2015, the mobile MRI unit served 2,082 patients and performed 2,538 procedures. The vast majority of this volume (88.9%) was in Clarksville. MTI's Clarksville site is now at the point where its volume will support a fixed MRI unit, thus allowing the mobile MRI unit to better serve other locations in the approved 19-county mobile service area.

Existing Resources. Though a new ODC will be created upon approval, this project essentially will replace a mobile MRI unit with a fixed MRI unit to better serve MTI's existing patients. MTI will use the current leased space for the fixed MRI unit with only minor renovations. Though hours of operation will increase from four days per week to five, the existing receptionist, MRI technologist and radiologists are not expected to change.

Project Cost. The total cost of the project will be less than \$1 million -- \$941,648 including the valuation of the leased space. This also includes equipment costs of \$250,000 and renovation costs (construction, shielding, A&E fees) of \$541,101.

Financial Feasibility. MTI has more than enough cash and cash equivalents to fund the Clarksville project from existing reserves. The replacement ODC will produce a positive financial return. The project will have no adverse impact on patient charges.

Staffing. As stated above, the existing receptionist, MRI technologist and radiologists are not expected to change though hours of operation will increase from four days per week to five.

II. Provide a detailed narrative of the project by addressing the following items as they relate to the proposal.

- A. Describe the construction, modification and/or renovation of the facility (exclusive of major medical equipment covered by T.C.A. § 68-11-1601 et seq.) including square footage, major operational areas, room configuration, etc. Applicants with hospital projects (construction cost in excess of \$5 million) and other facility projects (construction cost in excess of \$2 million) should complete the Square Footage and Cost per Square Footage Chart. Utilizing the attached Chart, applicants with hospital projects should complete Parts A.-E. by identifying as applicable nursing units, ancillary areas, and support areas affected by this project. Provide the location of the unit/service within the existing facility along with current square footage, where, if any, the unit/service will relocate temporarily during construction and renovation, and then the location of the unit/service with proposed square footage. The total cost per square foot should provide a breakout between new construction and renovation cost per square foot. Other facility projects need only complete Parts B.-E. Please also discuss and justify the cost per square foot for this project.

If the project involves none of the above, describe the development of the proposal.

RESPONSE: This application proposes to replace the four-day per week mobile MRI service now at 980 Professional Park Drive, Suite E in Clarksville, TN, 37040 (Montgomery County) with a fixed MRI at the same location. This requires minor renovations to 1,072 square feet of the existing 1,253 square feet of medical office building space currently leased by MTI. The building renovation costs (construction, shielding, A&E fees) are estimated to be \$541,101.

The tenant/lessee will be responsible for the costs for the modifications in accordance with the facility's proposed use as an ODC with MRI. As such, there is not a tenant improvement allowance available to help offset the applicant's costs with same.

As described in **Tab 13** of the application, there are not any unique/special modifications and costs that will be related to structural support for this project. Approximately half the build out costs involve mechanical systems while concrete, masonry and steel account for less than five percent of the costs. Shielding will be provided in a separate contract as described in **Tab 13** of the application.

The building that MTI currently leases for the existing mobile MRI service is a single-story, multi-tenant medical office building currently zoned for medical/other professional use. It was constructed in 2010 and contains approximately 20,546 rentable square feet of space in total.

Highlights of the renovation process pertaining to the major phases and timelines of the process, such as issuance of construction permits, structural, finish, survey by state/local organizations, etc., are described on page 48 of the application.

The radiologists will not be on-site so there is no need for a reading room. The images for all studies are securely routed to a secure PACS (picture archiving & communication system) for reading by any one of the radiologists within the radiology group. This permits quick turn-around times for studies (approximately 15 minutes on average) and allows studies to be ready by a radiologist that specializes in the type of study that has been performed.

- B. Identify the number and type of beds increased, decreased, converted, relocated, designated, and/or redistributed by this application. Describe the reasons for change in bed allocations and describe the impact the bed change will have on the existing services.

RESPONSE: Not applicable. This ODC project does not involve beds.

C. As the applicant, describe your need to provide the following health care services (if applicable to this application):

1. Adult Psychiatric Services
2. Alcohol and Drug Treatment for Adolescents (exceeding 28 days)
3. Birthing Center
4. Burn Units
5. Cardiac Catheterization Services
6. Child and Adolescent Psychiatric Services
7. Extracorporeal Lithotripsy
8. Home Health Services
9. Hospice Services
10. Residential Hospice
11. ICF/MR Services
12. Long-term Care Services
- 13. Magnetic Resonance Imaging (MRI)**
14. Mental Health Residential Treatment
15. Neonatal Intensive Care Unit
16. Non-Residential Methadone Treatment Centers
17. Open Heart Surgery
18. Positron Emission Tomography
19. Radiation Therapy/Linear Accelerator
20. Rehabilitation Services
21. Swing Beds

RESPONSE: Though a new ODC will be created upon approval, this project essentially will replace a mobile MRI unit with a fixed MRI unit. MTI will use the current leased space for the fixed MRI unit with only minor renovations. Hours of operation will increase from four days per week (including Saturdays) to five weekdays. The transition from the mobile MRI unit to the proposed fixed MRI unit is not expected to significantly affect the service area. This project will improve access to and the quality of cost-effective outpatient imaging services for MTI's existing patient base and referring physicians.

D. Describe the need to change location or replace an existing facility.

RESPONSE: Not applicable. MTI's MRI service will remain at 980 Professional Park Drive, Suite E in Clarksville, TN, 37040 (Montgomery County).

E. Describe the acquisition of any item of major medical equipment (as defined by the Agency Rules and the Statute) which exceeds a cost of \$1.5 million; and/or is a magnetic resonance imaging (MRI) scanner, positron emission tomography (PET) scanner, extracorporeal lithotripter and/or linear accelerator by responding to the following:

1. For fixed-site major medical equipment (not replacing existing equipment):

- a. Describe the new equipment, including:
 1. Total cost; (As defined by Agency Rule).
 2. Expected useful life;
 3. List of clinical applications to be provided; and
 4. Documentation of FDA approval.

b. Provide current and proposed schedules of operations.

RESPONSE: A previously owned GE 1.5T short bore MRI unit will be purchased by MTI to replace a mobile MRI unit now serving this location and owned by a separate MTI affiliate. This cost is well below the \$1.5 million cost threshold for review. There are no service contract costs anticipated. Per MTI policy, all maintenance required will be funded through operations as needed. The expected useful life is five years. Like the mobile MRI unit it is replacing, the fixed MRI unit will be used for the following clinical applications:

- Musculoskeletal imaging,
- Body and breast imaging,
- Cardiac imaging,
- Neuro imaging and
- Vascular imaging.

Please see the FDA 510(k) summary of safety and effectiveness for the proposed MRI unit in **Attachment C, Need 1 (Tab 12)**.

Hours of operation will increase from four days per week (including Saturdays) to five weekdays.

Please see the vendor quotation for the proposed MRI unit in **Attachment B, II.E.3 (Tab 7)**. All prices are before sales tax.

As a CON decision is not expected before the end of July 2016, MTI cannot commit to the actual purchase of the 1.5 Tesla replacement fixed MRI unit until that time. Therefore, the seller cannot commit to provide a specific MRI unit in May 2016. After CON approval, MTI's order will be executed and the specific unit will be selected from available inventory. Therefore, refit or upgrade requirements, if any, are not known at this time. However, MTI will commit that the unit purchased will be accredited by the American College of Radiology as is customary with other MTI patient diagnostic equipment.

2. For mobile major medical equipment:

- a. List all sites that will be served;
- b. Provide current and/or proposed schedule of operations;
- c. Provide the lease or contract cost.
- d. Provide the fair market value of the equipment; and
- e. List the owner for the equipment.

RESPONSE: Not applicable. This project does not involve the acquisition of mobile major medical equipment.

3. Indicate applicant's legal interest in equipment (i.e., purchase, lease, etc.). In the case of equipment purchase include a quote and/or proposal from an equipment vendor, or in the case of an equipment lease provide a draft lease or contract that at least includes the term of the lease and the anticipated lease payments.

RESPONSE: As described above, this project involves the purchase of a replacement MRI unit. Please see **Attachment B, II.E.3 (Tab 7)** for the vendor quotation for the equipment to be purchased.

As stated in paragraph six of the Revised Sales Agreement, the applicant is responsible for an additional \$23,125 for taxes. As stated in paragraph two, shipping and installation costs are included within the \$250,000 base cost.

The sales agreement has been updated and executed to reflect that the sales price includes shipping and installation costs and that price will remain valid through September 30, 2016.

III. (A) Attach a copy of the plot plan of the site on an 8 1/2" x 11" sheet of white paper which **must** include:

1. Size of site (*in acres*);
2. Location of structure on the site; and
3. Location of the proposed construction.
4. Names of streets, roads or highway that cross or border the site.

Please note that the drawings do not need to be drawn to scale. Plot plans are required for all projects.

RESPONSE: Please see **Attachment B, III.(A) (Tab 8)**. MTI will continue to lease the same space it now uses for the mobile MRI unit.

(B) 1. Describe the relationship of the site to public transportation routes, if any, and to any highway or major road developments in the area. Describe the accessibility of the proposed site to patients/clients.

RESPONSE: MTI's Clarksville site is already accessible to residents of the service area as documented by the high utilization of its existing mobile MRI unit at this location. Furthermore, the site is located across Dunlop Lane from Gateway Medical Center. Gateway Medical Center itself abuts Interstate Highway I-24.

The Clarksville Transit System (CTS) provides both regularly scheduled bus service (Route 8 – 101 Express / Gateway Medical Center) and on-demand specialty van access (The Lift) to the MTI site. Thus, MTI is readily accessible to the service area population. Please see **Attachment B, III.(B).1 (Tab 9)** for CTS service descriptions and maps depicting these public transportation services.

IV. Attach a floor plan drawing for the facility which includes legible labeling of patient care rooms (noting private or semi-private), ancillary areas, equipment areas, etc. on an 8 1/2" x 11" sheet of white paper.

NOTE: **DO NOT SUBMIT BLUEPRINTS.** Simple line drawings should be submitted and need not be drawn to scale.

RESPONSE: Please see **Attachment B, IV (Tab 10)** for the existing and proposed floor plan schematics.

V. For a Home Health Agency or Hospice, identify:

1. Existing service area by County;
2. Proposed service area by County;
3. A parent or primary service provider;
4. Existing branches; and
5. Proposed branches.

RESPONSE: Not applicable. The project does not involve a Home Health Agency or Hospice.

SECTION C: GENERAL CRITERIA FOR CERTIFICATE OF NEED

In accordance with Tennessee Code Annotated § 68-11-1609(b), "no Certificate of Need shall be granted unless the action proposed in the application for such Certificate is necessary to provide needed health care in the area to be served, can be economically accomplished and maintained, and will contribute to the orderly development of health care." The three (3) criteria are further defined in Agency Rule 0720-4-.01. Further standards for guidance are provided in the state health plan (Guidelines for Growth), developed pursuant to Tennessee Code Annotated §68-11-1625.

The following questions are listed according to the three (3) criteria: (I) Need, (II) Economic Feasibility, and (III) Contribution to the Orderly Development of Health Care. Please respond to each question and provide underlying assumptions, data sources, and methodologies when appropriate. Please type each question and its response on an 8 1/2" x 11" white paper. All exhibits and tables must be attached to the end of the application in correct sequence identifying the question(s) to which they refer. If a question does not apply to your project, indicate "Not Applicable (NA)."

QUESTIONS

NEED

1. Describe the relationship of this proposal toward the implementation of the State Health Plan and Tennessee's Health: Guidelines for Growth.
 - a. Please provide a response to each criterion and standard in Certificate of Need Categories that are applicable to the proposed project. Do not provide responses to General Criteria and Standards (pages 6-9) here.

RESPONSE: Under the "*Tennessee Health: Guidelines for Growth*" there are three sets of criteria applicable to the proposed project:

- Outpatient Diagnostic Centers,
- Construction, Renovation, Expansion & Replacement of Health Care Institutions and
- Magnetic Resonance Imaging (MRI).

OUTPATIENT DIAGNOSTIC CENTERS

1. The need for outpatient diagnostic services shall be determined on a county by county basis (with data presented for contiguous counties for comparative purposes) and should be projected four years into the future using available population figures.

RESPONSE: Though a new ODC will be created upon approval, this project essentially will replace a mobile MRI unit with a fixed MRI unit. MTI will use the current leased space for the fixed MRI unit with only minor renovations. Hours of operation will increase from four days per week (including Saturdays) to five weekdays. The transition from the mobile MRI unit to the proposed fixed MRI unit is not expected to significantly affect the service area. This project will improve access to and the quality of cost-effective outpatient imaging services for MTI's existing patient base and referring physicians.

MTI acquired the existing mobile MRI service in September 2014 and, after the transition, began operating it in December 2014. The proposed fixed MRI unit is

projected to become operational in January 2017. Historical MRI utilization data are provided in **Exhibit 1**, below, for MTI. Volumes are then projected four years into the future based upon 88.9% of mobile MRI patients being served in Clarksville in 2015, increasing the days of service per week in Clarksville from four to five, and using service area population growth estimates¹.

**EXHIBIT 1A
PREMIER RADIOLOGY – CLARKSVILLE SITE
MRI HISTORICAL AND PROJECTED UTILIZATION, 2015-2020
POPULATION GROWTH AT 2.0% PER YEAR**

MRI Volumes	JAR	Interim	Projected			
	2015	2016	2017	2018	2019	2020
Procedures	2,538	2,589	2,817	2,873	2,931	2,989
Units	1	1	1	1	1	1
Proc/Unit	2,538	2,589	2,817	2,873	2,931	2,989

Sources: TN ODC JARs, MTI internal data, Nielsen, Inc.

These projections are based on a population growth rate which is a blend of the total population (0.7% per year) and the elderly population (3.3% per year). Imaging services such as those offered at the facility are historically utilized at a much higher level by the elderly population, an age cohort which is growing at nearly three times the rate of the total service area population.

In 2015, 88.9% of the total 2,538 procedures on the mobile MRI were performed in Clarksville. This amounts to 2,256 procedures in Clarksville. In Clarksville alone, in 2017, the fixed MRI unit is projected to perform 2,817 procedures. This is an increase of 561 procedures. An additional day of service, noting that one of the current days is a Saturday, is projected to increase services by 460 procedures. Population growth over two years is projected to account for another 100 procedures.

Please note that the applicant did not own Mobile MRI Medical Services, LLC or its ODC License #58 in 2013. Though it took possession of the service in September 2014, it began operations in December 2014 (one month only; no data for prior owner operations).

**EXHIBIT 1B
APPLICANT’S HISTORICAL AND PROJECTED MRI UTILIZATION (PROCEDURES)**

	2013	2014	2015	% change '13-'15	2016 (est)	Projected Year 1 (2017)	Projected Year 2 (2017)
Mobile MRI Procedures	N/A	65 (1 mo.)	2,538 (full yr)	N/A	2,589		
Fixed MRI Procedures						2,817	2,873
as a % of 2,880 MRI standard						97.8%	99.8%

Sources: Historical JARs; internal records

¹ Growth estimates provided in Question 4a of this section.

On-site physician supervision will be provided by Dr. Richard Rubinowicz, M.D. and Richard Berkman, M.D.

Transfer arrangements with Tennova Healthcare Clarksville will be sought for patients needing transfer to a hospital. Currently, the applicant has a transfer agreement in place with Saint Thomas Midtown Hospital.

The driving distances between Tennova and the proposed new ODC facility is less than one mile.

2. Approval of additional outpatient diagnostic services will be made only when it is demonstrated that existing services in the applicant's geographical service area are not adequate and/or there are special circumstances that require additional services.

RESPONSE: MRI services are available just three weekdays per week plus Saturdays at MTI's Clarksville location. MTI's existing mobile MRI unit can no longer accommodate patient demand. Due to commitments at other mobile locations, MTI cannot expand mobile service in Clarksville. Replacing the mobile service with a fixed MRI unit is the next logical step to meet patient demand.

3. Any special needs and circumstances:

- a. The needs of both medical and outpatient diagnostic facilities and services must be analyzed.

RESPONSE: Though a new ODC will be created upon approval, this project essentially will replace a mobile MRI unit with a fixed MRI unit. MTI will use the current leased space for the fixed MRI unit with only minor renovations. Hours of operation will increase from four days per week (including Saturdays) to five weekdays. The transition from the mobile MRI unit to the proposed fixed MRI unit is not expected to significantly affect service area providers, including those based in a hospital, physician office or ODC setting. This project will improve access to and the quality of cost-effective outpatient imaging services for MTI's existing patient base and referring physicians.

- b. Other special needs and circumstances, which might be pertinent, must be analyzed.

RESPONSE: As stated above, this project essentially will replace a mobile MRI unit with a fixed MRI unit though a new ODC will be created upon approval.

- c. The applicant must provide evidence that the proposed diagnostic outpatient services will meet the needs of the potential clientele to be served.

1. The applicant must demonstrate how emergencies within the outpatient diagnostic facility will be managed in conformity with accepted medical practice.

RESPONSE: This project does not propose to offer any new health services. As with current operations, a physician will be present whenever patients are receiving diagnostic services and technologists will be trained to handle emergency situations. A crash cart, stocked with appropriate emergency

equipment and medications, will be maintained at all times. Existing hospital transfer agreements will be maintained.

2. The applicant must establish protocols that will assure that all clinical procedures performed are medically necessary and will not unnecessarily duplicate other services.

RESPONSE: As an existing MRI service, existing policies regarding medical necessity and medical appropriateness will be maintained.

CONSTRUCTION, RENOVATION, EXPANSION & REPLACEMENT OF HEALTH CARE INSTITUTIONS

1. Any project that includes the addition of beds, services, or medical equipment will be reviewed under the standards for those specific activities.

RESPONSE: MTI acknowledges this statement and has provided responses to the MRI standards.

2. For relocation or replacement of an existing licensed health care institution:

- a. The applicant should provide plans which include costs for both renovation and relocation, demonstrating the strengths and weaknesses of each alternative.

- b. The applicant should demonstrate that there is an acceptable existing or projected future demand for the proposed project.

RESPONSE: Not applicable. The MTI project does not include the relocation or replacement of an existing licensed health care institution.

3. For renovation or expansions of an existing licensed health care institution:

- a. The applicant should demonstrate that there is an acceptable existing demand for the proposed project.

RESPONSE: As documented above, MRI services are available just three weekdays per week plus Saturdays at MTI's Clarksville location. MTI's existing mobile MRI unit can no longer accommodate patient demand. Due to commitments at other mobile locations, MTI cannot expand mobile service in Clarksville. Replacing the mobile service with a fixed MRI unit is the next logical step to meet patient demand.

- b. The applicant should demonstrate that the existing physical plant's condition warrants major renovation or expansion.

RESPONSE: MTI's Clarksville leased space is currently designed to accommodate a mobile MRI unit that is located outside the facility in a trailer. MTI will reconfigure its existing space (i.e., no expansion beyond the existing exterior walls) to locate a fixed MRI unit inside the facility.

MAGNETIC RESONANCE IMAGING (MRI)

1. Utilization Standards for non-Specialty MRI Units.

- a. An applicant proposing a new non-Specialty stationary MRI service should project a minimum of at least 2160 MRI procedures in the first year of service, building to a minimum of 2520 procedures per year by the second year of service, and building to a minimum of 2880 procedures per year by the third year of service and for every year thereafter.

RESPONSE: As stated above, this project essentially will replace a mobile MRI unit with a non-Specialty fixed MRI unit though a new ODC will be created upon approval. MTI has conservatively presented projections of 2,817 procedures in year one, 2,873 procedures in year two and 2,931 procedures in year three. Historical and projected MRI utilization is provided in Exhibit 1, above. MTI complies with this requirement for a new non-Specialty stationary MRI service even though it is only requesting the replacement of a mobile MRI unit.

- b. Providers proposing a new non-Specialty mobile MRI service should project a minimum of at least 360 mobile MRI procedures in the first year of service per day of operation per week, building to an annual minimum of 420 procedures per day of operation per week by the second year of service, and building to a minimum of 480 procedures per day of operation per week by the third year of service and for every year thereafter.

RESPONSE: Not applicable. This project essentially will replace a non-Specialty mobile MRI unit with a non-Specialty fixed MRI unit though a new ODC will be created upon approval.

- c. An exception to the standard number of procedures may occur as new or improved technology and equipment or new diagnostic applications for MRI units are developed. An applicant must demonstrate that the proposed unit offers a unique and necessary technology for the provision of health care services in the Service Area.

RESPONSE: Not applicable. MTI is not seeking an exception.

- d. Mobile MRI units shall not be subject to the need standard in paragraph 1 b if fewer than 150 days of service per year are provided at a given location. However, the applicant must demonstrate that existing services in the applicant's Service Area are not adequate and/or that there are special circumstances that require these additional services.

RESPONSE: Not applicable. MTI is proposing a replacement non-Specialty fixed MRI unit.

- e. Hybrid MRI Units. The HSDA may evaluate a CON application for an MRI "hybrid" Unit (an MRI Unit that is combined/utilized with another medical equipment such as a megavoltage radiation therapy unit or a positron emission tomography unit) based on the primary purposes of the Unit.

RESPONSE: Not applicable. MTI is proposing a replacement non-Specialty fixed MRI unit.

2. Access to MRI Units. All applicants for any proposed new MRI Unit should document that the proposed location is accessible to approximately 75% of the Service Area's population. Applications that include non-Tennessee counties in their proposed Service Areas should provide evidence of the number of existing MRI units that service the non-Tennessee counties and the impact on MRI unit utilization in the non-Tennessee counties, including the specific location of those units located in the non-Tennessee counties, their utilization rates, and their capacity (if that data are available).

RESPONSE: Based on the operation of MTI's existing mobile MRI unit, approximately 89.2% of the projected patients will reside within the defined primary and secondary service areas.

MTI's secondary service area includes four Kentucky counties: Christian, Logan, Todd and Trigg. According to the Kentucky Office of Health Policy, Certificate of Need, the following 2014 data was published June 2015.

- Christian County has one hospital-based and one freestanding MRI unit affiliated with Jennie Stuart Medical Center. A total of 3,442 MRI procedures were performed in 2014.
- Logan Memorial Hospital performed 604 MRI procedures on a single MRI unit in 2014.
- Todd County does not have a single MRI provider.
- Trigg County Hospital performed 262 MRI procedures on a single MRI unit in 2014.

As documented in the demographics section that follows, these Kentucky counties are sparsely populated, with Todd and Trigg having less than 15,000 residents each in 2015. Logan County had 26,987 residents. Not surprisingly, Christian County had both the highest MRI utilization and population – 73,668 residents. Low overall MRI utilization rates can be attributed to the simple reality that even small hospitals serving small populations need access to basic MRI services. With used 1.5T MRI equipment available for \$250,000, versus Kentucky's CON equipment threshold of \$3,023,673, fixed MRI services are available 24/7 compared to part-time mobile services.

Regardless, MTI's transition from its mobile MRI unit to the proposed fixed MRI unit is not expected to significantly affect service area providers, including those based in a hospital, physician office or ODC setting, or those based in Kentucky.

3. Economic Efficiencies. All applicants for any proposed new MRI Unit should document that alternate shared services and lower cost technology applications have been investigated and found less advantageous in terms of accessibility, availability, continuity, cost, and quality of care.

RESPONSE: At four days per week, MTI's Clarksville site has simply outgrown the capacity of its current shared mobile MRI service. At a cost of only \$250,000, MTI's proposed 1.5T GE MRI unit represents very affordable and high quality technology.

4. Need Standard for non-Specialty MRI Units.

A need likely exists for one additional non-Specialty MRI unit in a Service Area when the combined average utilization of existing MRI service providers is at or above 80% of the total capacity of 3600 procedures, or 2880 procedures, during the most recent twelve month period reflected in the provider medical equipment report maintained by the HSDA. The total capacity per MRI unit is based upon the following formula:

Stationary MRI Units: 1.20 procedures per hour x twelve hours per day x 5 days per week x 50 weeks per year = 3,600 procedures per year

Mobile MRI Units: Twelve (12) procedures per day x days per week in operation x 50 weeks per year. For each day of operation per week, the optimal efficiency is 480 procedures per year, or 80 percent of the total capacity of 600 procedures per year.

RESPONSE: As stated above, this project essentially will replace a mobile MRI unit with a fixed MRI unit though a new ODC will be created upon approval.

The following analysis pertains to MRI utilization within the Tennessee portion of MTI's service area.

- MTI's Clarksville site performed 2,319 MRI procedures in 2015 based on operating four days per week. At an adjusted capacity of 2,400 procedures per year, utilization was 96.6%.
- Across all three MTI mobile sites, 2,609 procedures were performed in 2015 and utilization (based on 3,600 procedures per year) was 72.5%.
- In Montgomery County, Clarksville Imaging Center performed 3,426 MRI procedures in 2014 on a single MRI unit. Gateway Medical Center performed 4,617 MRI procedures in 2014 on two MRI units.
- Also in Montgomery County, Premier Medical Group and Tennessee Orthopaedic Alliance each operate a single MRI unit but serve a restricted patient population. They performed 1,453 and 1,976 MRI procedures in 2014, respectively.
- In Robertson County, Northcrest Medical Center performed 3,407 MRI procedures in 2014 on a single MRI unit.
- Houston County Community Hospital stopped its MRI service in 2013.
- Stewart County does not have an MRI service.

Excluding MTI's mobile MRI, which is being replaced, and the physician-owned MRIs, which serve a restricted patient population, the service area MRI providers operated at 79.51% utilization in 2014 (11,450 procedures ÷ 14,400 capacity = 79.51%). With a standard at or equal to 80% (versus 80.0% or 80.00%), this criterion is met.

Please see **Tab 16** for a copy of Tennessee's 2015 Medical Equipment Registry. MRI utilization within Montgomery County is presented below.

UTILIZATION OF EXISTING MRI PROVIDERS LOCATED IN MONTGOMERY COUNTY

MRI Provider Name	Type (PO, ODC, Hospital, HODC, RPO, H-Imaging)	Current # units (specify if mobile)	Distance from Applicant (in miles)	2012	2013	2014	Use by Residents of Montgomery County in 2014
Clarkesville Imaging Center, LLC	ODC	1	2.6 miles	4,119	4,276	3,426	2,720
Tennova Healthcare Clarksville	Hospital	2	0.5 miles	5,242	4,432	4,617	3,416
Mobile MRI Services, LLC - Clarkesville	RPO	1 (mobile)	N/A	1,129	1,404	65	40
Premier Medical Group, P.C.	PO	1	0.4 miles	1,426	1,386	1,453	1,239
Tennessee Orthopaedic Alliance	PO	1	6.9 miles	1,915	1,932	1,976	1,488
Total		6		13,831	13,430	11,537	8,903

Sources: HSDA Alecia Craighead; Google Maps

5. Need Standards for Specialty MRI Units.

RESPONSE: Not applicable. This project does not involve any Specialty MRI Units.

6. Separate Inventories for Specialty MRI Units and non-Specialty MRI Units. If data availability permits, Breast, Extremity, and Multi-position MRI Units shall not be counted in the inventory of non-Specialty fixed or mobile MRI Units, and an inventory for each category of Specialty MRI Unit shall be counted and maintained separately. None of the Specialty MRI Units may be replaced with non-Specialty MRI fixed or mobile MRI Units and a Certificate of Need granted for any of these Specialty MRI Units shall have included on its face a statement to that effect. A non-Specialty fixed or mobile MRI Unit for which a CON is granted for Specialty MRI Unit purpose use-only shall be counted in the specific Specialty MRI Unit inventory and shall also have stated on the face of its Certificate of Need that it may not be used for non-Specialty MRI purposes.

RESPONSE: Historical MRI utilization is provided at **Tab 16**. HSDA data do not yet distinguish between Specialty MRI Units and non-Specialty MRI Units.

7. Patient Safety and Quality of Care. The applicant shall provide evidence that any proposed MRI Unit is safe and effective for its proposed use.

- a. The United States Food and Drug Administration (FDA) must certify the proposed MRI Unit for clinical use.

RESPONSE: Documentation of FDA approval for the GE 1.5T MRI unit is provided at **Tab 12.**

- b. The applicant should demonstrate that the proposed MRI Procedures will be offered in a physical environment that conforms to applicable federal standards, manufacturer's specifications, and licensing agencies' requirements.

RESPONSE: Documentation from the architect confirming compliance with applicable codes and licensing regulations is provided at **Tab 13.**

- c. The applicant should demonstrate how emergencies within the MRI Unit facility will be managed in conformity with accepted medical practice.

RESPONSE: A physician will be present whenever patients are receiving diagnostic services and technologists will be trained to handle emergency situations. A crash cart, stocked with appropriate emergency equipment and medications, will be maintained at all times. Existing hospital transfer agreements will be maintained.

- d. The applicant should establish protocols that assure that all MRI Procedures performed are medically necessary and will not unnecessarily duplicate other services.

RESPONSE: As an existing MRI service, existing policies regarding medical necessity and medical appropriateness will be maintained.

- e. An applicant proposing to acquire any MRI Unit or institute any MRI service, including Dedicated Breast and Extremity MRI Units, shall demonstrate that it meets or is prepared to meet the staffing recommendations and requirements set forth by the American College of Radiology, including staff education and training programs.

RESPONSE: MTI's mobile MRI unit is accredited by the American College of Radiology. MRI accreditation expires August 17, 2017. Accreditation shall be maintained after replacement with the fixed MRI unit, including staffing recommendations and requirements, and staff education and training programs.

- f. All applicants shall commit to obtain accreditation from the Joint Commission, the American College of Radiology, or a comparable accreditation authority for MRI within two years following operation of the proposed MRI Unit.

RESPONSE: MTI's mobile MRI unit is accredited by the American College of Radiology. MRI accreditation expires August 17, 2017. Accreditation shall be maintained after replacement with the fixed MRI unit.

- g. All applicants should seek and document emergency transfer agreements with local area hospitals, as appropriate. An applicant's arrangements with its physician medical director must specify that said physician be an active member of the subject transfer agreement hospital medical staff.

RESPONSE: Existing hospital transfer agreements will be maintained. A physician will be present whenever patients are receiving diagnostic services and technologists will be trained to handle emergency situations. A crash cart, stocked with appropriate emergency equipment and medications, will be maintained at all times. Hospital medical staff appointments are provided at **Tab 14**. The medical director will be an active member of the subject transfer agreement hospital medical staff.

8. The applicant should provide assurances that it will submit data in a timely fashion as requested by the HSDA to maintain the HSDA Equipment Registry.

RESPONSE: The applicant will continue to submit data in a timely fashion as requested by the HSDA to maintain the HSDA Equipment Registry.

9. In light of Rule 0720-11.01, which lists the factors concerning need on which an application may be evaluated, and Principle No. 2 in the State Health Plan, "Every citizen should have reasonable access to health care," the HSDA may decide to give special consideration to an applicant:

RESPONSE: Though a new ODC will be created upon approval, this project essentially will replace a mobile MRI unit with a fixed MRI unit. MTI will use the current leased space for the fixed MRI unit with only minor renovations. Hours of operation will increase from four days per week (including Saturdays) to five weekdays. The transition from the mobile MRI unit to the proposed fixed MRI unit is not expected to significantly affect service area providers, including those based in a hospital, physician office or ODC setting. This project will improve access to and the quality of cost-effective outpatient imaging services for MTI's existing patient base and referring physicians.

2. Describe the relationship of this project to the applicant facility's long-range development plans, if any.

RESPONSE: MTI's long-range plan is to assure the availability in Middle Tennessee of cost-effective outpatient imaging services in patient-friendly, dedicated facilities. MTI believes that a network of such facilities operated and managed in a coordinated fashion will result in the optimum use of resources, and will be a key component in future models of health care that contemplate broad provider integration.

This project is also consistent with the Five Principles for Achieving Better Health as articulated in the State Health Plan.

1. **Healthy Lives.** This project will improve the health of Tennesseans by expanding access to MRI services when existing patient demand has outstripped mobile MRI availability.
2. **Access to Care.** This project will improve access to MRI services when existing patient demand has outstripped mobile MRI availability.
3. **Economic Efficiencies.** At a cost of only \$250,000, MTI's proposed 1.5T GE MRI unit represents very affordable and high quality technology.

4. Quality of Care. MTI's proposed 1.5T GE MRI unit represents very affordable and high quality technology.
 5. Health Care Workforce. Though hours of operation will increase from four days per week to five, the existing receptionist, MRI technologist and radiologists are not expected to change.
3. Identify the proposed service area and justify the reasonableness of that proposed area. Submit a county level map including the State of Tennessee clearly marked to reflect the service area. **Please submit the map on 8 1/2" x 11" sheet of white paper marked only with ink detectable by a standard photocopier (i.e., no highlighters, pencils, etc.).**

RESPONSE: Based on historical patient origin data, MTI's service area for this project is comprised of eight counties. As reported in the mobile MRI's 2015 Joint Annual Report for ODCs, this eight county area represents 89.2% of MTI's patients. Please see **Attachment C, Need – 1 (Tab 11)** for a map and data related to the service area.

4. A. Describe the demographics of the population to be served by this proposal.

RESPONSE: MTI's primary service area is comprised of Montgomery County. The secondary service area includes the surrounding Tennessee and Kentucky counties: Houston County, Robertson County, Stewart County, Christian County (KY), Logan County (KY), Todd County (KY) and Trigg County (KY).

Between 2015 and 2020, the population of the service area is projected to increase by 3.4%, or by 13,557 residents. This represents an annual growth rate of 0.7% and is similar to the projected growth rate of the state as a whole within that same five-year period, which is 0.7% annually or 3.5% total growth. Please see **EXHIBIT 2**, which illustrates the projected changes in population of the service area between 2015 and 2020, the state of Tennessee, and the United States.

**EXHIBIT 2
TOTAL POPULATION PROJECTIONS**

	Total Population				
	2015	2020	Abs Chg	Ann % Chg	Total % Chg
Primary Service Area					
Montgomery	187,213	198,331	11,118	1.2%	5.9%
Total PSA	187,213	198,331	11,118	1.2%	5.9%
Secondary Service Area					
Christian, KY	73,668	73,417	-251	-0.1%	-0.3%
Houston	8,191	8,074	-117	-0.3%	-1.4%
Logan, KY	26,987	27,353	366	0.3%	1.4%
Robertson	68,004	70,201	2,197	0.6%	3.2%
Stewart	13,401	13,624	223	0.3%	1.7%
Todd, KY	12,443	12,436	-7	0.0%	-0.1%
Trigg, KY	14,261	14,289	28	0.0%	0.2%
Total SSA	216,955	219,394	2,439	0.2%	1.1%
Total SA	404,168	417,725	13,557	0.7%	3.4%
Tennessee	6,562,534	6,794,943	232,409	0.7%	3.5%
United States	319,459,991	330,689,365	11,229,374	0.7%	3.5%

SOURCE: NIELSEN, INC.

The anticipated growth in the 65 and older population within the service area is much greater, more than three times that of the total growth. Between 2015 and 2020, the elderly population is expected to increase 17.5%, or by 8,357 residents. For Tennessee, the total five-year growth within this age cohort is projected to be 18.6%, for the United States, 17.7%. Because the elderly are among the highest users of healthcare services, such an explosive growth rate foretells the need for MTI to anticipate increasing demand for services as result of this growth as well as that of the general population. Please see EXHIBIT 3.

**EXHIBIT 3
65 AND OLDER POPULATION PROJECTIONS**

	65+ Population				
	2015	2020	Abs Chg	Ann % Chg	Total % Chg
Primary Service Area					
Montgomery	16,460	20,328	3,868	4.3%	23.5%
Total PSA	16,460	20,328	3,868	4.3%	23.5%
Secondary Service Area					
Christian, KY	8,128	8,941	813	1.9%	10.0%
Houston	1,624	1,805	181	2.1%	11.1%
Logan, KY	4,743	5,399	656	2.6%	13.8%
Robertson	9,303	11,215	1,912	3.8%	20.6%
Stewart	2,553	2,965	412	3.0%	16.1%
Todd, KY	1,918	2,074	156	1.6%	8.1%
Trigg, KY	2,999	3,358	359	2.3%	12.0%
Total SSA	31,268	35,757	4,489	2.7%	14.4%
Total SA	47,728	56,085	8,357	3.3%	17.5%
Tennessee	1,003,750	1,190,490	186,740	3.5%	18.6%
United States	46,876,971	55,154,921	8,277,950	3.3%	17.7%

SOURCE: NIELSEN, INC.

B. Describe the special needs of the service area population, including health disparities, the accessibility to consumers, particularly the elderly, women, racial and ethnic minorities, and low-income groups. Document how the business plans of the facility will take into consideration the special needs of the service area population.

RESPONSE: MTI provides services without regard to gender, race, socio-economic status, or ability to pay, and participates in the Medicare and TennCare programs.

In 2015, the 65 and older population accounted for 15.3% of the total population in the service area. As a major demographic subgroup of MTI's patient base, the elderly will continue to expect of MTI the same level of service while becoming an increasingly larger segment of the total service area population, with 2020 projections placing the 65 and older population at 17.5% of the total service area population.

The female population will represent 51.1% of the total population in the service area by 2020. As shown in EXHIBIT 4, the female population is expected to grow at the same annual rate as both sexes in service area, 0.7% per year.

**EXHIBIT 4
FEMALE POPULATION PROJECTIONS**

	Female Population				
	2015	2020	Abs Chg	Ann % Chg	Total % Chg
Primary Service Area					
Montgomery	94,275	99,877	5,602	1.2%	5.9%
Total PSA	94,275	99,877	5,602	1.2%	5.9%
Secondary Service Area					
Christian, KY	35,528	35,338	-190	-0.1%	-0.5%
Houston	4,111	4,056	-55	-0.3%	-1.3%
Logan, KY	13,746	13,928	182	0.3%	1.3%
Robertson	34,573	35,721	1,148	0.7%	3.3%
Stewart	6,715	6,833	118	0.3%	1.8%
Todd, KY	6,314	6,306	-8	0.0%	-0.1%
Trigg, KY	7,267	7,281	14	0.0%	0.2%
Total SSA	108,254	109,463	1,209	0.2%	1.1%
Total SA	202,529	209,340	6,811	0.7%	3.4%
Tennessee	3,359,663	3,474,771	115,108	0.7%	3.4%
United States	162,189,127	167,778,768	5,589,641	0.7%	3.4%

SOURCE: NIELSEN

Exhibits 5-7 illustrate the racial composition of the MTI service area. By 2020, the white population will comprise 75.4% of the total population of the service area, while the black population will account for 17.2% and other races, 7.4%.

**EXHIBIT 5
WHITE POPULATION PROJECTIONS**

	White Population				
	2015	2020	Abs Chg	Ann % Chg	Total % Chg
Primary Service Area					
Montgomery	130,910	136,433	5,523	0.8%	4.2%
Total PSA	130,910	136,433	5,523	0.8%	4.2%
Secondary Service Area					
Christian, KY	51,628	50,335	-1,293	-0.5%	-2.5%
Houston	7,606	7,306	-300	-0.8%	-3.9%
Logan, KY	23,980	23,938	-42	0.0%	-0.2%
Robertson	58,826	60,078	1,252	0.4%	2.1%
Stewart	12,394	12,296	-98	-0.2%	-0.8%
Todd, KY	10,937	10,782	-155	-0.3%	-1.4%
Trigg, KY	12,659	12,628	-31	0.0%	-0.2%
Total SSA	178,030	177,363	-667	-0.1%	-0.4%
Total SA	308,940	313,796	4,856	0.3%	1.6%
Tennessee	5,020,639	5,124,731	104,092	0.4%	2.1%
United States	227,016,950	230,375,288	3,358,338	0.3%	1.5%

SOURCE: NIELSEN

**EXHIBIT 6
BLACK POPULATION PROJECTIONS**

	Black Population				
	2015	2020	Abs Chg	Ann % Chg	Total % Chg
Primary Service Area					
Montgomery	35,651	37,560	1,909	1.0%	5.4%
Total PSA	35,651	37,560	1,909	1.0%	5.4%
Secondary Service Area					
Christian, KY	15,446	15,181	-265	-0.3%	-1.7%
Houston	285	381	96	6.0%	33.7%
Logan, KY	1,960	2,181	221	2.2%	11.3%
Robertson	5,264	5,653	389	1.4%	7.4%
Stewart	374	577	203	9.1%	54.3%
Todd, KY	1,052	1,111	59	1.1%	5.6%
Trigg, KY	1,110	1,053	-57	-1.0%	-5.1%
Total SSA	25,491	26,137	646	0.5%	2.5%
Total SA	61,142	63,697	2,555	0.8%	4.2%
Tennessee	1,110,044	1,167,103	57,059	1.0%	5.1%
United States	40,652,866	42,502,785	1,849,919	0.9%	4.6%

SOURCE: NIELSEN

**EXHIBIT 7
"OTHER" POPULATION PROJECTIONS**

	"Other" Population				
	2015	2020	Abs Chg	Ann % Chg	Total % Chg
Primary Service Area					
Montgomery	20,652	24,338	3,686	3.3%	17.8%
Total PSA	20,652	24,338	3,686	3.3%	17.8%
Secondary Service Area					
Christian, KY	6,594	7,901	1,307	3.7%	19.8%
Houston	300	387	87	5.2%	29.0%
Logan, KY	1,047	1,234	187	3.3%	17.9%
Robertson	3,914	4,470	556	2.7%	14.2%
Stewart	633	751	118	3.5%	18.6%
Todd, KY	454	543	89	3.6%	19.6%
Trigg, KY	492	608	116	4.3%	23.6%
Total SSA	13,434	15,894	2,460	3.4%	18.3%
Total SA	34,086	40,232	6,146	3.4%	18.0%
Tennessee	431,851	503,109	71,258	3.1%	16.5%
United States	51,790,175	57,811,292	6,021,117	2.2%	11.6%

SOURCE: NIELSEN

The service area counties as a whole have a Median Household Income comparable to that of the state of Tennessee, and lower than the United States as a whole. The annual growth in median household income in the service area is larger than the state and U.S. overall—1.6% versus 1.3%, 1.3%. Please see **EXHIBIT 8**.

**EXHIBIT 8
SERVICE AREA MEDIAN HOUSEHOLD INCOME**

	Median Household Income				
	2015	2020	Abs Chg	Ann % Chg	Total % Chg
Primary Service Area					
Montgomery	\$50,250	\$56,188	\$5,938	2.3%	11.8%
Total PSA	\$50,250	\$56,188	\$5,938	2.3%	11.8%
Secondary Service Area					
Christian, KY	\$38,184	\$40,196	\$2,012	1.0%	5.3%
Houston	\$37,989	\$42,243	\$4,254	2.1%	11.2%
Logan, KY	\$38,886	\$42,855	\$3,969	2.0%	10.2%
Robertson	\$58,792	\$65,240	\$6,448	2.1%	11.0%
Stewart	\$45,551	\$49,468	\$3,917	1.7%	8.6%
Todd, KY	\$40,870	\$42,417	\$1,547	0.7%	3.8%
Trigg, KY	\$44,822	\$46,446	\$1,624	0.7%	3.6%
Total SSA	\$43,585	\$46,981	\$3,396	1.5%	7.8%
Total SA	\$44,418	\$48,132	\$3,714	1.6%	8.4%
Tennessee	\$45,247	\$48,199	\$2,952	1.3%	6.5%
United States	\$53,706	\$57,294	\$3,588	1.3%	6.7%

SOURCE: NIELSEN

In terms of the TennCare population, 19.1% of the service area population is enrolled compared to 22.6% for the state overall. Please see **Attachment C, Need – 4 (Tab 15)**.

- Describe the existing or certified services, including approved but unimplemented CONs, of similar institutions in the service area. Include utilization and/or occupancy trends for each of the most recent three years of data available for this type of project. Be certain to list each institution and its utilization and/or occupancy individually. Inpatient bed projects must include the following data: admissions or discharges, patient days, and occupancy. Other projects should use the most appropriate measures, e.g., cases, procedures, visits, admissions, etc.

RESPONSE: As stated previously, this project essentially will replace a mobile MRI unit with a fixed MRI unit though a new ODC will be created upon approval. Individual facility data are found in **Attachment C, Need – 5 (Tab 16)**.

The following analysis pertains to MRI utilization within the Tennessee portion of MTI's service area.

- MTI's Clarksville site performed 2,319 MRI procedures in 2015 based on operating four days per week. At an adjusted capacity of 2,400 procedures per year, utilization was 96.6%.
- Across all three MTI mobile sites, 2,609 procedures were performed in 2015 and utilization (based on 3,600 procedures per year) was 72.5%.

- In Montgomery County, Clarksville Imaging Center performed 3,426 MRI procedures in 2014 on a single MRI unit. Gateway Medical Center performed 4,617 MRI procedures in 2014 on two MRI units.
- Also in Montgomery County, Premier Medical Group and Tennessee Orthopaedic Alliance each operate a single MRI unit but serve a restricted patient population. They performed 1,453 and 1,976 MRI procedures in 2014, respectively.
- In Robertson County, Northcrest Medical Center performed 3,407 MRI procedures in 2014 on a single MRI unit.
- Houston County Community Hospital stopped its MRI service in 2013.
- Stewart County does not have an MRI service.

Excluding MTI's mobile MRI, which is being replaced, and the physician-owned MRIs, which serve a restricted patient population, the service area MRI providers operated at 79.51% utilization in 2014 (11,450 procedures ÷ 14,400 capacity = 79.51%). With a standard at or equal to 80% (versus 80.0% or 80.00%), this criterion is met.

6. Provide applicable utilization and/or occupancy statistics for your institution for each of the past three (3) years and the projected annual utilization for each of the two (2) years following completion of the project. Additionally, provide the details regarding the methodology used to project utilization. The methodology must include detailed calculations or documentation from referral sources, and identification of all assumptions.

RESPONSE: Please see **EXHIBIT 1**, presented previously, for MTI's historical and projected volumes for MRI services. MTI acquired the existing mobile MRI service in September 2014 and, after the transition, began operating it in December 2014. Assumptions are provided in the accompanying text.

ECONOMIC FEASIBILITY

1. Provide the cost of the project by completing the Project Costs Chart on the following page. Justify the cost of the project.
 - All projects should have a project cost of at least \$3,000 on Line F. (Minimum CON Filing Fee). CON filing fee should be calculated from Line D. (See Application Instructions for Filing Fee)
 - The cost of any lease (building, land and/or equipment) should be based on fair market value or the total amount of the lease payments over the initial term of the lease, whichever is greater. NOTE: This applies to all equipment leases including by procedure or "per click" arrangements. The methodology used to determine the total lease cost for a "per click" arrangement must include, at a minimum, the projected procedures, the "per click" rate and the term of the lease.
 - The cost for fixed and moveable equipment includes, but is not necessarily limited to, maintenance agreements covering the expected useful life of the equipment; federal, state, and local taxes and other government assessments; and installation charges, excluding capital expenditures for physical plant renovation or in-wall shielding, which should be included under construction costs or incorporated in a facility lease.
 - For projects that include new construction, modification, and/or renovation; **documentation must be** provided from a contractor and/or architect that support the estimated construction costs.

RESPONSE: Though a new ODC will be created upon approval, this project essentially will replace a mobile MRI unit with a fixed MRI unit. At a cost of only \$250,000, MTI's proposed 1.5T GE MRI unit represents very affordable and high quality technology. The replacement equipment will be purchased used, as opposed to new. There are no service contract costs anticipated. Per MTI policy, all maintenance required will be funded through operations as needed.

Please see the vendor quotations for the equipment to be purchased in **Attachment B, II.E.3 (Tab 7)**. All prices are before sales tax.

The cost of the replacement MRI fixed unit is \$250,000 plus approximately \$23,125 for taxes, for a total of approximately \$273,123. This increase does not affect the CON filing fee for the project.

Please see **Attachment C, Need – 1 (Tab 13)** for a letter from the architect supporting the construction costs.

2. Identify the funding sources for this project.
Please check the applicable item(s) below and briefly summarize how the project will be financed.
(Documentation for the type of funding MUST be inserted at the end of the application, in the correct alpha/numeric order and identified as Attachment C, Economic Feasibility-2.)

A. Commercial loan--Letter from lending institution or guarantor stating favorable initial contact, proposed loan amount, expected interest rates, anticipated term of the loan, and any restrictions or conditions;

B. Tax-exempt bonds--Copy of preliminary resolution or a letter from the issuing authority stating favorable initial contact and a conditional agreement from an underwriter or investment banker to proceed with the issuance;

C. General obligation bonds—Copy of resolution from issuing authority or minutes from the appropriate meeting.

D. Grants--Notification of intent form for grant application or notice of grant award; or

E. Cash Reserves **(Tab 17)** The parent company (Middle Tennessee Imaging, LLC – d/b/a Premier Radiology) is the applicant. No transfer of funds between entities will be required.

F. Other—Identify and document funding from all other sources.

3. Discuss and document the reasonableness of the proposed project costs. If applicable, compare the cost per square foot of construction to similar projects recently approved by the Health Services and Development Agency.

RESPONSE: The HSDA construction cost tables do not report ranges for ODCs, "Due to insufficient sample size." Regardless, the \$242.46 per square foot proposed by MTI for renovations is midway between the hospital median of \$192.46 per square foot and the hospital 3rd quartile of \$297.82 per square foot for all Tennessee hospital renovation projects reported from 2012 to 2014. Therefore, the MTI cost per square foot projections are not unreasonable.

4. Complete Historical and Projected Data Charts on the following two pages--**Do not modify the Charts provided or submit Chart substitutions!** Historical Data Chart represents revenue and expense information for the last *three (3)* years for which complete data is available for the institution. Projected Data Chart requests information for the two (2) years following the completion of this proposal. Projected Data Chart should reflect revenue and expense projections for the **Proposal Only** (i.e., if the application is for additional beds, include anticipated revenue from the proposed beds only, not from all beds in the facility).

RESPONSE: Please refer to the completed charts on the following pages. Please note that the mobile MRI was purchased by MTI in September 2014 and, after the transition, became operational in December 2014. Therefore, prior year historical information does not exist.

The Projected Data Chart reflects operations for the fixed MRI unit only.

Nine unduplicated charity care patients received MRI procedures at no charge in 2015 along with 190 patients who had their balances written off due to non-payment. Thirty-five charity care patients are expected in Year 1 along with an estimated number of 225 patients who will have their balances written off due to non-payment

0.5 full time equivalent (FTE) radiologists were reflected in physician compensation (Section D, Item 2) in 2015. 0.5 are budgeted again for Year 1 to provide coverage for the proposed fixed MRI unit and the increase to the facility's hours/days of operation.

Regarding the Fees to Affiliates (Line D.8.a), these represent the Management Fees paid to PhyData, LLC, under the Amended Administrative Services Agreement provided here in **Tab 4**. PhyData is paid 2.25% of Net Technical Only collections (Year 1 Example – Net Revenue of \$1,303,018 minus the physician portion of \$364,845 = \$938,173 x 2.25% = \$21,109).

PhyData, LLC (in addition to the Administrative Services Agreement) also has a separate Billing Services Agreement with MTI. PhyData is paid 4.5% of Net Global Collections (Year 1 Example – Net Revenue of \$1,303,018 x 4.5% = \$58,636). This amount is included in the Other Expenses on page 39 of the Application along with an additional \$10,000 paid for Pre-Certification software services for a total Billing Expense of \$68,636.

PhyData, LLC is the only Billing Service utilized. There is not a second outsourced Collection Agency referenced. We realize the description may have been somewhat misleading.

5. Please identify the project's average gross charge, average deduction from operating revenue, and average net charge.

RESPONSE: Average gross patient charge per unit of service, as reported in the Projected Data Chart and based on Year 2 projections (2018), is \$1,843. The average deduction from gross patient charges, based on contractual allowances only and excluding allowances for charity care and bad debt, is \$1,318, resulting in an average net charge per unit of service of \$525.

HISTORICAL DATA CHART

Give information for the last *three* (3) years for which complete data are available for the facility or agency. The fiscal year begins in January.

	2015	Year_____	Year_____
A. Utilization Data (Specify unit of measure - Procedures)	2,538	_____	_____
B. Revenue from Services to Patients			
1. Inpatient Services	\$ 0	\$ _____	\$ _____
2. Outpatient Services	4,677,152	_____	_____
3. Emergency Services	0	_____	_____
4. Other Operating Revenue (Specify) <i>N/A.</i>	0	_____	_____
Gross Operating Revenue	\$4,677,152	\$ _____	\$ _____
C. Deductions from Gross Operating Revenue			
1. Contractual Adjustments	\$3,580,703	\$ _____	\$ _____
2. Provision for Charity Care	28,063	_____	_____
3. Provisions for Bad Debt	130,960	_____	_____
Total Deductions	\$3,739,726	\$ _____	\$ _____
NET OPERATING REVENUE	\$ 937,426	\$ _____	\$ _____
D. Operating Expenses			
1. Salaries and Wages	\$ 181,525	\$ _____	\$ _____
2. Physician's Salaries and Wages	267,113	_____	_____
3. Supplies	22,901	_____	_____
4. Taxes	10,000	_____	_____
5. Depreciation	60,408	_____	_____
6. Rent	37,908	_____	_____
7. Interest, other than Capital	0	_____	_____
8. Management Fees:			
a. Fees to Affiliates	15,622	_____	_____
b. Fees to Non-Affiliates	0	_____	_____
9. Other Expenses (Specify) <i>IT, Ins, Equip Repair, Billing, etc.</i>	218,987	_____	_____
Total Operating Expenses	\$ 814,464	\$ _____	\$ _____
E. Other Revenue (Expenses) – Net (Specify)	\$ 0	\$ _____	\$ _____
NET OPERATING INCOME (LOSS)	\$ 122,962	\$ _____	\$ _____
F. Capital Expenditures			
1. Retirement of Principal	\$ 0	\$ _____	\$ _____
2. Interest	0	_____	_____
Total Capital Expenditures	\$ 0	\$ _____	\$ _____
NET OPERATING INCOME (LOSS) LESS CAPITAL EXPENDITURES	\$ <u>122,962</u>	\$ _____	\$ _____

Other Expense Type/Detail	<u>2015</u>
Insurance	\$ 6,794
RIS/PACS Services (IT)	6,490
Billing & Collection Agency Fees	44,432
Other Purchased Services	799
Telecommunications	1,097
Transportation, Meals, & Entertainment	2,395
Repairs & Maintenance (Equipment)	116,609
Other Operating Expenses (Utilities, etc.)	<u>40,371</u>
Total Other Expenses	<u>\$ 218,987</u>

PROJECTED DATA CHART

Give information for the two (2) years following the completion of this proposal. The fiscal year begins in January.

	2017	2018
A. Utilization Data (Specify unit of measure- Procedures)	2,817	2,873
B. Revenue from Services to Patients		
1. Inpatient Services	\$ 0	\$ 0
2. Outpatient Services	5,191,308	5,294,508
3. Emergency Services	0	0
4. Other Operating Revenue (Specify) n/a	0	0
Gross Operating Revenue	\$5,191,308	\$5,294,508
C. Deductions from Gross Operating Revenue		
1. Contractual Adjustments	\$3,711,785	\$3,785,573
2. Provision for Charity Care	31,148	31,767
3. Provisions for Bad Debt	145,357	148,246
Total Deductions	\$3,888,290	\$3,965,586
NET OPERATING REVENUE	\$1,303,018	\$1,328,922
D. Operating Expenses		
1. Salaries and Wages	\$ 200,000	\$ 205,000
2. Physician's Salaries and Wages	364,845	372,098
3. Supplies	28,000	29,800
4. Taxes	10,000	10,500
5. Depreciation	137,000	137,000
6. Rent	40,000	44,000
7. Interest, other than Capital	0	0
8. Management Fees:		
a. Fees to Affiliates	21,109	21,529
b. Fees to Non-Affiliates	0	0
9. Other Expenses: <u>IT, Billing Fee, Ins, Repairs & Maintenance, etc.</u>	265,823	272,276
Total Operating Expenses	\$1,066,777	\$1,092,203
E. Other Revenue (Expenses) -- Net (Specify)	\$ 0	\$ 0
NET OPERATING INCOME (LOSS)	\$ 236,241	\$ 236,719
F. Capital Expenditures		
1. Retirement of Principal	\$ 0	\$ 0
2. Interest	0	0
Total Capital Expenditures	\$ 0	\$ 0
NET OPERATING INCOME (LOSS)		
LESS CAPITAL EXPENDITURES	\$ <u>236,241</u>	\$ <u>236,719</u>

Other Expense Type/Detail	<u>2017</u>	<u>2018</u>
Insurance	\$ 8,000	\$ 8,500
RIS/PACS Services (IT)	7,888	8,044
Billing & Collection Agency Fees	68,636	69,801
Other Purchased Services	2,000	2,200
Telecommunications	1,500	1,650
Transportation, Meals, & Entertainment	2,800	3,080
Repairs & Maintenance (Equipment)	125,000	127,000
Other Operating Expenses (Utilities, etc.)	<u>50,000</u>	<u>52,000</u>
Total Other Expenses	<u><u>\$ 265,823</u></u>	<u><u>\$ 272,276</u></u>

6. A. Please provide the current and proposed charge schedules for the proposal. Discuss any adjustment to current charges that will result from the implementation of the proposal. Additionally, describe the anticipated revenue from the proposed project and the impact on existing patient charges.

RESPONSE: The charges for services in the proposed ODC facility will be the same as the current charges. There is no increase anticipated for year one of the project. The net operating income from the project in the first and second year is expected to be \$236,241 and \$236,719, respectively. Representative charges for the highest volume CPT codes at this facility are as follows:

CPT Code	Procedure	Charge	Medicare Reimbursement
	<u>MRI</u>		
72148	Lumbar Spine w/o	\$1,697	\$444
72141	Neck or Spine	\$1,693	\$444
73721	Joint of Lower Extremity	\$1,862	\$472

- B. Compare the proposed charges to those of similar facilities in the service area/adjoining service areas, or to proposed charges of projects recently approved by the Health Services and Development Agency. If applicable, compare the proposed charges of the project to the current Medicare allowable fee schedule by common procedure terminology (CPT) code(s).

RESPONSE: A comparison of the average gross charges for MRI scans, compared with other facilities in Montgomery and Robertson counties, is shown in the table below. A comparison of the applicant's proposed charges with the Medicare allowable reimbursement is included in the table above.

**EXHIBIT 9
MRI CHARGE COMPARISON**

Facility	MRI
Applicant – current and proposed	\$1,843
Clarksville Imaging Center	\$1,853
Gateway Medical Center	\$5,469
Premier Medical Group	\$1,285
Tennessee Orthopaedic Alliance	\$1,615
Northcrest Medical Center	\$1,963

Source: 2014 HSDA Equipment Registry

For the most part, professional fees for MRI interpretation services by MTI's radiologists will be reimbursed by the applicant because most studies will be globally billed by MTI. In cases where it is required by law or contract that the professional services are billed separately, the radiologists will bill for their own services and MTI will bill for the technical component of the MRI study only. In cases where split billing is performed, the professional services agreement requires that the radiology group participate with all insurance plans that MTI accepts.

7. Discuss how projected utilization rates will be sufficient to maintain cost-effectiveness.

RESPONSE: MTI's services proposed in this project are already in place and financially feasible. As indicated in the Projected Data Chart, projected utilization will be sufficient to continue to allow MTI to operate efficiently and effectively.

8. Discuss how financial viability will be ensured within two years; and demonstrate the availability of sufficient cash flow until financial viability is achieved.

RESPONSE: As indicated in the Projected Data Chart, projected cash flow will ensure financial viability within two years and over the long-term.

9. Discuss the project's participation in state and federal revenue programs including a description of the extent to which Medicare, TennCare/Medicaid, and medically indigent patients will be served by the project. In addition, report the estimated dollar amount of revenue and percentage of total project revenue anticipated from each of TennCare, Medicare, or other state and federal sources for the proposal's first year of operation.

RESPONSE: MTI's mobile MRI service, like its fixed facilities, currently participates in all TennCare MCOs operating in Middle Tennessee and has a history of providing care regardless of payor source. In 2015, MTI's mobile MRI service provided \$11,467 in care to charity/medically indigent patients (accounting for 0.2% of gross patient charges of \$4,682,460). During the first year of operation, 2017, MTI's fixed MRI facility's projected payor mix is presented in the following table. Please note that MRI is the only imaging service to be provided at the proposed ODC.

APPLICANT'S PROJECTED MRI SERVICE PAYOR MIX, YEAR 1

Payor Source	Gross Revenue Year 1	As a % of total Gross Revenue Year 1	Average Gross Charge per MRI Procedure
Medicare	\$882,303	17.0%	\$1,842.85
TennCare	\$1,117,233	21.5%	\$1,842.85
Managed care	\$1,612,089	31.1%	\$1,842.85
Commercial	\$1,219,615	23.5%	\$1,842.85
Self-Pay	\$28,784	0.6%	\$1,842.85
Other	\$331,285	6.4%	\$1,842.85
Total	\$5,191,308	100.0%	

Source: Internal records, 2015, adjusted for service area trends

10. Provide copies of the balance sheet and income statement from the most recent reporting period of the institution and the most recent audited financial statements with accompanying notes, if applicable. For new projects, provide financial information for the corporation, partnership, or principal parties involved with the project. Copies must be inserted at the end of the application, in the correct alpha-numeric order and labeled as Attachment C, Economic Feasibility-10.

RESPONSE: Please see **Attachment C, Economic Feasibility – 10 (Tab 18)**.

11. Describe all alternatives to this project which were considered and discuss the advantages and disadvantages of each alternative including but not limited to:
 - a. A discussion regarding the availability of less costly, more effective, and/or more efficient alternative methods of providing the benefits intended by the proposal. If development of such alternatives is not practicable, the applicant should justify why not; including reasons as to why they were rejected.

RESPONSE: MRI services are available just three weekdays per week plus Saturdays at MTI's Clarksville location. MTI's existing mobile MRI unit can no longer accommodate patient demand. Due to commitments at other mobile locations, MTI cannot expand mobile service in Clarksville. Replacing the mobile service with a fixed MRI unit is the next logical step to meet patient demand. Furthermore, at a cost of only \$250,000, MTI's proposed previously-owned 1.5T GE MRI unit represents very affordable and high quality technology. This project is necessary to improve access to and the quality of cost-effective outpatient imaging services. This project essentially will replace a mobile MRI unit with a fixed MRI unit though a new ODC will be created upon approval.

- b. The applicant should document that consideration has been given to alternatives to new construction, e.g., modernization or sharing arrangements. It should be documented that superior alternatives have been implemented to the maximum extent practicable.

RESPONSE: MTI's Clarksville leased space is currently designed to accommodate a mobile MRI unit that is located outside the facility in a trailer. MTI will reconfigure its existing space (i.e., no expansion beyond the existing exterior walls) to locate a fixed MRI unit inside the facility.

Moving to a new site, either in owned or leased space, was rejected as this would still require MTI to make lease payments on the existing space. Additional costs would be incurred to change the address for referral and billing purposes.

CONTRIBUTION TO THE ORDERLY DEVELOPMENT OF HEALTH CARE

1. List all existing health care providers (e.g., hospitals, nursing homes, home care organizations, etc.), managed care organizations, alliances, and/or networks with which the applicant currently has or plans to have contractual and/or working relationships, e.g., transfer agreements, contractual agreements for health services.

RESPONSE: MTI has many active managed care contracts in place to provide for seamless care of its patients, including:

- Aetna
- Americhoice TennCare
- Amerigroup TennCare
- Beech Street
- Bluegrass Family Health Plan
- Blue Cross Blue Shield – TN – Ntwk P & S
- BlueCare/TennCare Select
- Bridgestone Firestone – WC arrangement
- Center Care Network
- Cigna HMO, POS, & PPO / Med Solutions
- Corvel
- Coventry / First Health
- Health Payors Organizations (HPO)
- HealthSpring HMO / Medicare Advantage
- Humana – Military – Tricare Prime
- Humana – all products
- Nissan – Work Comp arrangement
- Orchid Medical – Work Comp
- Prime Health
- Multiplan / Private Healthcare Systems
- Novanet – all products
- Signature Health Alliance – access through Bluegrass
- United Healthcare – all products
- USA Managed Care
- Windsor Health Plan of TN – MEDICARE EXTRA

2. Describe the positive and/or negative effects of the proposal on the health care system. Please be sure to discuss any instances of duplication or competition arising from your proposal including a description of the effect the proposal will have on the utilization rates of existing providers in the service area of the project.

RESPONSE: Though a new ODC will be created upon approval, this project essentially will replace a mobile MRI unit with a fixed MRI unit. MTI will use the current leased space for the fixed MRI unit with only minor renovations. Hours of operation will increase from four days per week (including Saturdays) to five weekdays. The transition from the mobile MRI unit to the proposed fixed MRI unit is not expected to significantly affect service area providers. This project will improve access to and the quality of cost-effective outpatient imaging services for MTI's existing patient base and referring physicians.

3. Provide the current and/or anticipated staffing pattern for all employees providing patient care for the project. This can be reported using FTEs for these positions. Additionally, please compare the clinical staff salaries in the proposal to prevailing wage patterns in the service area as published by the Tennessee Department of Labor & Workforce Development and/or other documented sources.

RESPONSE: Though hours of operation will increase from four days per week to five, the existing receptionist, MRI technologist and radiologists are not expected to change. Regardless, MTI will utilize a number of channels to replace needed staff, if and when necessary, including in-house listings of available positions, advertisements in local and regional newspapers, advertisements in professional publications, and recruiting firms. MTI has a history of successfully recruiting professional and administrative staff because it provides competitive benefits, compensation, and is committed to the retention of existing personnel.

Exhibit 10, below, illustrates current and proposed staffing levels of the proposed project. The radiologists are reimbursed based on a percentage of collections (CMS RBRVS split). 0.5 FTEs are budgeted for both Year 1 and Year 2.

**EXHIBIT 10
CURRENT AND PROPOSED STAFFING LEVELS
(FULL TIME EQUIVALENTS)**

Position	Current	Proposed	FTE Variance
MRI Tech	1.0	1.0	0.0
Med Assist/Ofc	1.0	1.0	0.0
Total FTEs	2.0	2.0	0.0

Clarksville (Montgomery County) part of the Clarksville, TN-KY MSA. **Exhibit 11** profiles comparable positions and salaries for the MSA. MTI's salaries and wages are competitive with the market. Proposed hourly salaries for the positions are presented below.

**EXHIBIT 11
CLARKSVILLE, TN-KY MSA
MAY 2014 HOURLY WAGE RATES**

Position	Projected Compensation	Clarksville, TN-KY*			
		25th Pctile	Mean	Median	75th Pctile
MRI Tech	\$36.00	\$19.33	\$23.42	\$22.71	\$28.02
Med Assist/Ofc	\$11.75	\$10.11	\$13.77	\$12.69	\$16.48

Sources: MTI internal data; US Bureau of Labor Statistics

* The benchmark categories in the BLS information is "Radiologic Technologists" and "Healthcare Support Occupations"

4. Discuss the availability of and accessibility to human resources required by the proposal, including adequate professional staff, as per the Department of Health, the Department of Mental Health and Developmental Disabilities, and/or the Division of Mental Retardation Services licensing requirements.

RESPONSE: Though hours of operation will increase from four days per week to five, the existing receptionist, MRI technologist and radiologists are not expected to change. A number of channels are utilized to maintain staffing, including in-house listings of available positions, advertisements in local and regional newspapers, advertisements in professional publications, and recruiting firms.

MTI has a history of successfully recruiting professional and administrative staff. It provides competitive benefits, compensation, and is committed to the retention of existing personnel.

5. Verify that the applicant has reviewed and understands all licensing certification as required by the State of Tennessee for medical/clinical staff. These include, without limitation, regulations concerning physician supervision, credentialing, admission privileges, quality assurance policies and programs, utilization review policies and programs, record keeping, and staff education.

RESPONSE: MTI has reviewed and understands the licensure and certification requirements for medical and clinical staff. As an existing licensed and ACR-accredited provider, MTI has administrative policies and procedures in place to ensure that licensure and certification requirements are followed. Furthermore, MTI maintains quality standards that are focused on continual improvement.

6. Discuss your health care institution's participation in the training of students in the areas of medicine, nursing, social work, etc. (e.g., internships, residencies, etc.).

RESPONSE: The applicant is not currently involved in any training programs, but is willing to consider this under the auspices of an appropriate educated institution.

7. (a) Please verify, as applicable, that the applicant has reviewed and understands the licensure requirements of the Department of Health, the Department of Mental Health and Developmental Disabilities, the Division of Mental Retardation Services, and/or any applicable Medicare requirements.

RESPONSE: MTI is licensed by the Tennessee Department of Health. The current license for mobile MRI expires July 15, 2016. MTI has reviewed and understands the licensure requirements.

There has been no change of ownership in the holder of the ODC License #58 since 2011. It has been and remains Mobile MRI Medical Services, LLC. Mobile MRI Medical Services, LLC has been in contact with the Department of Health since the applicant's acquisition of this entity for purposes of various filings required in connection with ownership of an ODC.

- (b) Provide the name of the entity from which the applicant has received or will receive licensure, certification, and/or accreditation.

RESPONSE: Licensure: Board of Licensing Health Care Facilities, State of Tennessee, Department of Health. The current license for the mobile MRI expires July 15, 2016. Please see **Attachment C, Contribution to the Orderly Development of Health Care – 7.(b) (Tab 19)**.

Accreditation: MTI is accredited by the American College of Radiology. Mobile MRI accreditation expires August 17, 2017.

(c) If an existing institution, please describe the current standing with any licensing, certifying, or accrediting agency. Provide a copy of the current license of the facility.

RESPONSE: Please see **Attachment C, Contribution to the Orderly Development of Health Care – 7.(b) (Tab 19)**. The current mobile MRI license is valid until July 15, 2016.

(d) For existing licensed providers, document that all deficiencies (if any) cited in the last licensure certification and inspection have been addressed through an approved plan of correction. Please include a copy of the most recent licensure/certification inspection with an approved plan of correction.

RESPONSE: There are no outstanding deficiencies.

8. Document and explain any final orders or judgments entered in any state or country by a licensing agency or court against professional licenses held by the applicant or any entities or persons with more than a 5% ownership interest in the applicant. Such information is to be provided for licenses regardless of whether such license is currently held.

RESPONSE: There have been no final orders or judgments placed against MTI or any entity or person with more than 5% ownership.

9. Identify and explain any final civil or criminal judgments for fraud or theft against any person or entity with more than a 5% ownership interest in the project

RESPONSE: There have been no civil or criminal judgments against MTI or any entity or person with more than 5% ownership.

10. If the proposal is approved, please discuss whether the applicant will provide the Tennessee Health Services and Development Agency and/or the reviewing agency information concerning the number of patients treated, the number, and type of procedures performed, and other data as required.

RESPONSE: Yes, MTI will provide the Tennessee Health Services and Development Agency and/or the reviewing agency information concerning the number of patients treated, the number, and type of procedures performed, and other data as required. Additionally, MTI submits a Joint Annual Report (JAR) to the Department of Health and will continue to do so.

PROOF OF PUBLICATION

Attach the full page of the newspaper in which the notice of intent appeared with the mast and dateline intact or submit a publication affidavit from the newspaper as proof of the publication of the letter of intent.

RESPONSE: Please see Attachment D – Proof of Publication (Tabs 20-21).

DEVELOPMENT SCHEDULE

Tennessee Code Annotated §68-11-1609(c) provides that a Certificate of Need is valid for a period not to exceed three (3) years (for hospital projects) or two (2) years (for all other projects) from the date of its issuance and after such time shall expire; provided, that the Agency may, in granting the Certificate of Need, allow longer periods of validity for Certificates of Need for good cause shown. Subsequent to granting the Certificate of Need, the Agency may extend a Certificate of Need for a period upon application and good cause shown, accompanied by a non-refundable reasonable filing fee, as prescribed by rule. A Certificate of Need which has been extended shall expire at the end of the extended time period. The decision whether to grant such an extension is within the sole discretion of the Agency, and is not subject to review, reconsideration, or appeal.

1. Please complete the Project Completion Forecast Chart on the next page. If the project will be completed in multiple phases, please identify the anticipated completion date for each phase.
2. If the response to the preceding question indicates that the applicant does not anticipate completing the project within the period of validity as defined in the preceding paragraph, please state below any request for an extended schedule and document the “good cause” for such an extension.

RESPONSE: Please see the project forecast completion chart below.

Form HF0004
Revised 02/01/06
Previous Forms are obsolete

PROJECT FORECAST COMPLETION CHART

Enter the Agency projected Initial Decision date, as published in T.C.A. § 68-11-1609(c): April 2012

Assuming the CON approval becomes the final agency action on that date; indicate the number of days **from the above agency decision date** to each phase of the completion forecast.

	DAYS REQUIRED	Anticipated Date (MONTH/YEAR)
✓ 1. Architectural and engineering contract signed	5	Sep-16
✓ 2. Construction documents approved by the Tennessee Department of Health	20	Sep-16
✓ 3. Construction contract signed	30	Sep-16
✓ 4. Building permit secured	60	Oct-16
✓ 5. Site preparation completed	60	Nov-16
✓ 6. Building construction commenced	90	Nov-16
✓ 7. Construction 40% complete	120	Dec-16
✓ 8. Construction 80% complete	150	Jan-17
✓ 9. Construction 100% complete (approved for occupancy)	180	Feb-17
✓ 10. *Issuance of license	210	Mar-17
✓ 11. *Initiation of service	210	Mar-17
✓ 12. Final Architectural Certification of Payment	240	Apr-17
✓ 13. Final Project Report Form (HF0055)	270	May-17

* **For projects that do NOT involve construction or renovation: Please complete items 10 and 11 only.**

Note: If litigation occurs, the completion forecast will be adjusted at the time of the final determination to reflect the actual issue date.

11/10/16 9:11 AM

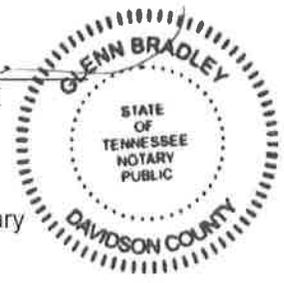
AFFIDAVIT

STATE OF Tennessee

COUNTY OF DAVIDSON

Ryan D. Brown being first duly sworn, says that he/she is the applicant named in this application or his/her lawful agent, that this project will be completed in accordance with the application, that the applicant has read the directions to this application, the Health Services and Development Agency, and T.C.A. § 68-11-1601, *et seq.*, and that the responses to this application or any other questions deemed appropriate by the Health Services and Development Agency are true and complete.

[Signature]
SIGNATURE/TITLE



Sworn to and subscribed before me this 2 day of May, 2016 a Notary
(Month) (Year)

Public in and for the County/State of Tennessee

[Signature]
NOTARY PUBLIC

My commission expires July 8, 2017
(Month/Day) (Year)

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Attachment A

**Corporate Charter
Organizational/Ownership Chart
Related Healthcare Institutions
Management Agreement
Site Entitlement
MCO/BHO Participation**

Tab 1

Attachment A, 3

Corporate Charter



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

KEVIN KIMBELL
71 VICKERY STREET
ROSWELL, GA 30075

March 9, 2016

Request Type: Certificate of Existence/Authorization
Request #: 0195947

Issuance Date: 03/09/2016
Copies Requested: 1

Document Receipt

Receipt #: 002518747

Filing Fee: \$20.00

Payment-Credit Card - State Payment Center - CC #: 3665131630

\$20.00

Regarding: MIDDLE TENNESSEE IMAGING, LLC

Filing Type: Limited Liability Company - Domestic

Control #: 396871

Formation/Qualification Date: 10/06/2000

Date Formed: 10/06/2000

Status: Active

Formation Locale: TENNESSEE

Duration Term: Expires: 12/31/2083

Inactive Date:

Business County: RUTHERFORD COUNTY

CERTIFICATE OF EXISTENCE

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

MIDDLE TENNESSEE IMAGING, LLC

* is a Limited Liability Company duly formed under the law of this State with a date of incorporation and duration as given above;

* has paid all fees, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;

* has filed the most recent annual report required with this office;

* has appointed a registered agent and registered office in this State;

* has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.

Tre Hargett
Secretary of State

Processed By: Cert Web User

Verification #: 016444836

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

ISSUANCE DATE: 04/15/2002
REQUEST NUMBER: 02105576
TELEPHONE CONTACT: (615) 741-6488

CHARTER/QUALIFICATION DATE: 10/06/2000
STATUS: ACTIVE
CORPORATE EXPIRATION DATE: 12/31/2008
CONTROL NUMBER: 0396871
JURISDICTION: TENNESSEE

TO:
BAKER DONELSON BEARMAN & CALDWELL
LINDA LEE, HOWARD
211 COMMERCE ST
NASHVILLE, TN 37219

REQUESTED BY:
BAKER DONELSON BEARMAN & CALDWELL
LINDA LEE, HOWARD
211 COMMERCE ST
NASHVILLE, TN 37219

CERTIFICATE OF EXISTENCE

I, RILEY C DARNELL, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT

"MIDDLE TENNESSEE IMAGING, LLC"

A LIMITED LIABILITY COMPANY DULY FORMED UNDER THE LAW OF THIS STATE WITH DATE OF
FORMATION AND DURATION AS GIVEN ABOVE;
THAT ALL FEES, TAXES, AND PENALTIES OWED TO THIS STATE WHICH AFFECT THE
EXISTENCE OF THE LIMITED LIABILITY COMPANY HAVE BEEN PAID;
THAT THE MOST RECENT LIMITED LIABILITY ANNUAL REPORT REQUIRED HAS BEEN FILED;
THAT ARTICLES OF DISSOLUTION HAVE NOT BEEN FILED; AND
THAT ARTICLES OF TERMINATION OF THE EXISTENCE HAVE NOT BEEN FILED.

FOR: REQUEST FOR CERTIFICATE

ON DATE: 04/15/02

FROM:
BAKER DONELSON BEARMAN ETC (NASHVILLE)
211 COMMERCE STREET
#1000
NASHVILLE, TN 37201-0000

RECEIVED:	FEES	\$0.00
	\$20.00	\$20.00
TOTAL PAYMENT RECEIVED:		\$20.00
	RECEIPT NUMBER:	00003058361
	ACCOUNT NUMBER:	00208189



SS-4498

Riley C Darnell

RILEY C. DARNELL
SECRETARY OF STATE

RECEIVED
FILED
 OCT -6 PM 2:55
 MIDDLE TENNESSEE IMAGING, LLC

ARTICLES OF ORGANIZATION
 OF
 MIDDLE TENNESSEE IMAGING, LLC

DO NOT WRITE IN THESE SPACES
 THE STATE OF TENNESSEE

The undersigned person, on behalf of the limited liability company under the Tennessee Limited Liability Company Act, adopts the following as the Articles of Organization for such limited liability company:

1. The name of the limited liability company is Middle Tennessee Imaging, LLC (the "LLC").
2. The street address, zip code and county of the initial registered office of the LLC in the State of Tennessee shall be c/o Boulton, Cummings, Conners & Berry PLC, 414 Union Street, Suite 1600, Nashville, Tennessee 37219, County of Davidson.
3. The name of the initial registered agent of the LLC, located at the registered office set forth above, is E. Berry Holt, III.
4. The name and address of the organizer of the LLC is:

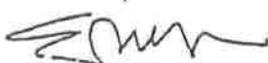
E. Berry Holt III
 c/o Boulton, Cummings, Conners & Berry PLC
 414 Union Street, Suite 1600
 Nashville, Tennessee 37219
5. The street address, zip code and county of the principal executive office of the LLC shall be 400 North Highland Avenue, Murfreesboro, Tennessee 37130, County of Rutherford.
6. Upon the filing of these articles, the LLC will have two (2) members.
7. The LLC will be board-managed.
8. The existence of the LLC is to begin upon the filing of the Articles of Organization.
9. The duration of the LLC shall be until December 31, 2083, at which time the LLC shall be dissolved.
10. (a) To the maximum extent permitted by the provisions of T.C.A. § 48-243-101, as amended from time to time (provided, however, that if an amendment to such act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph which occur subsequent to the effective date of such

amendment) the LLC shall indemnify and advance expenses to any person, his heirs, executors and administrators; for the defense of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, including counsel fees actually incurred as a result of such proceeding or action or any appeal thereof, and against all fines (including any excise tax assessed with respect to an employee benefit plan), judgments, penalties and amounts paid in settlement thereof, provided that such proceeding or action be instituted by reason of the fact that such person is or was a member or a governor of the LLC.

(b) The LLC may, to the maximum extent permitted by the provisions of T.C.A. § 48-243-101, as amended, from time to time (provided, however, that if an amendment to such act limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph which occur subsequent to the effective date of such amendment), indemnify and advance expenses to any person, his heirs, executors and administrators, to the same extent as set forth in Paragraph 10(a) above or to the extent as determined by the members, provided that the underlying proceeding or action be instituted by reason of the fact that such person is or was a manager of the LLC.

(c) Any repeal or modification of the provisions of this Paragraph 10, directly or by the adoption of an inconsistent provision of these Articles of Organization, shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of such repeal or modification.

Dated: October 5, 2000.



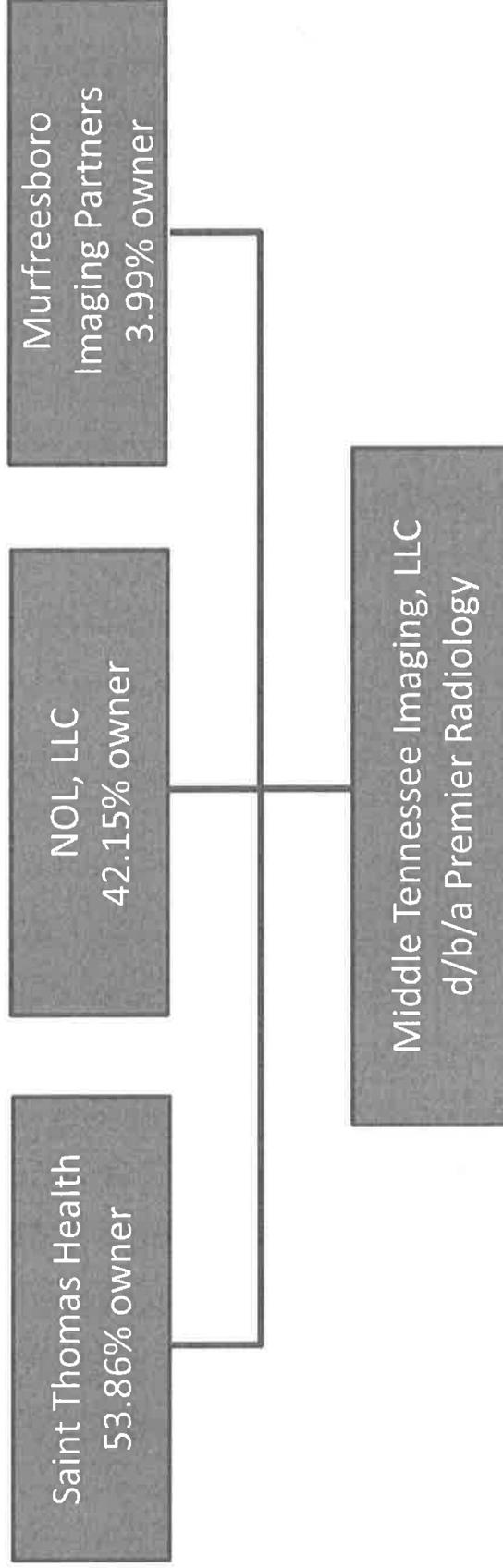
E. Berry Holt III, Organizer

Tab 2

Attachment A, 4

Organizational/Ownership Chart

Middle Tennessee Imaging, LLC Organizational Chart



Note: No individual has more than 5% ownership

Tab 3

Attachment A, 4

Related Healthcare Institutions

Middle Tennessee Imaging, LLC

Related Healthcare Institutions

1. Premier Radiology Edmondson Pike
2. Premier Radiology Hermitage
3. Premier Radiology Cool Springs
4. Middle Tennessee Imaging Smyrna
5. Premier Radiology Nashville
6. Middle Tennessee Imaging Murfreesboro
7. Premier Radiology Chattanooga
8. Premier Radiology Pain Management Center
9. Premier Radiology Hendersonville
10. Premier Radiology Briarville
11. Premier Radiology Baptist
12. Premier Radiology Mt. Juliet
13. Premier Radiology Belle Meade
14. Saint Thomas Outpatient Imaging Mt. Juliet
15. Saint Thomas Outpatient Imaging Hermitage
16. Saint Thomas Outpatient Imaging Nashville
17. Saint Thomas Outpatient Imaging Chattanooga
18. Saint Thomas Outpatient Imaging Smyrna
19. Saint Thomas Outpatient Imaging Southern Hills
20. Saint Thomas Outpatient Imaging Cool Springs
21. Saint Thomas Outpatient Imaging Belle Meade
22. Saint Thomas Outpatient Imaging

Thank you.

Stelle, Stewart, Admin Svcs Assistant 4
Director of Licensure

Action: **EXIT** Change Window Next Previous
Exit text view mode

LICENSE COMMENTS
LLC EFFECTIVE IMMEDIATELY (9-28-2011). KRO
888 CHOW EFFECTIVE JULY 15, 2011 AND RATIFIED BY THE BOARD
011. KRO
*INITIAL APPLICATION EFFECTIVE JULY 13, 2011 AND RATIFIED
SEPTEMBER 14, 2011. PHASE 1 OF 1 FACILITY APPROVED FOR B
RE FEET (1405 HATCHER DRIVE, COLUMBIA, TN) 1 HANDICAP BA
DOM AND 1 BUSINESS OFFICE, BUILDING #2 1,929 SQUARE FEET
PARK DRIVE SUITE E, CLARKSVILLE, TN) 1 HANDICAP BATHROOM
WAITING AREA, 1 BUSINESS OFFICE AND 1 MOBILE MRI UNIT FOR
EFFECTIVE JULY 13, 2011. KRO

Name: MOBILE MRI MEDICAL SERVICES LLC

License: 58 Licensed

Regular

License #: 58

MAINTAIN ANY LICENSE DATA

05583

** Health Regulatory Boards System **



Tab 4

Attachment A, 4

Management Agreement

The Administrative Services Agreement dated April 1, 2011 between Middle TN Imaging, LLC (MTI) and PhyData, LLC applies to the management of business operations of the Clarksville imaging center. PhyData assumed responsibility for the business operations of the applicant's facility in Clarksville in September, 2014. A signed copy of the Amendment to Administrative Services Agreement is included at the end of this section.

The management of PhyData includes business, billing, financial, coding, credentialing, legal, and medical personnel, including several board certified radiologists. Clinical decisions are primarily directed by the radiologists that staff the various MTI locations.

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (the “**Agreement**”) is made and to be effective this 1st day of April, 2011 (“**Effective Date**”), by and between **Middle Tennessee Imaging, LLC** (the “**Company**”), a Tennessee limited liability company, and **PhyData, LLC** (“**Administrator**”), a Tennessee limited liability company.

RECITALS

WHEREAS, the Company owns and/or operates, either directly or through wholly-owned subsidiaries, one or more imaging centers that provide diagnostic imaging services and an ambulatory surgery center (collectively, the “**Facilities**”); and

WHEREAS, Administrator possesses capabilities and experience in the business of developing, managing and operating such Facilities; and

WHEREAS, the Company and Administrator desire to enter into this Agreement for Administrator to develop, oversee, manage and subcontract for the business operations of the Company (the “**Business**”);

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants contained herein, the sufficiency of which consideration is hereby acknowledged, the Company and Administrator do hereby agree as follows:

1. RELATIONSHIP OF THE PARTIES

1.1 Independent Contractor Status. Except as otherwise expressly set forth herein, for purposes of this Agreement it is acknowledged and agreed that Company and Administrator are at all times acting and performing hereunder as independent contractors. Each party shall be solely responsible for compliance with all state and federal laws pertaining to employment taxes, income withholding, unemployment compensation contributions and other employment related statutes regarding their respective employees, agents and servants. Administrator must exercise at all times its independent judgment and shall not be subject to direction, control, or supervision by Company in the performance of Administrator’s services under this Agreement, except as specifically set forth in this Agreement. Neither Administrator nor any of its employees, agents, or subcontractors shall have any claim under this Agreement or otherwise against Company for workers’ compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits. Company shall not withhold, or in any way be responsible for, the payment of any federal, state, or local income taxes, F.I.C.A. taxes, unemployment compensation or workers’ compensation contributions, Social Security, or any other payments on behalf of Administrator or any of Administrator’s employees, agents, or subcontractors providing services on behalf of Company pursuant to this Agreement, all such withholdings or obligations shall be the sole responsibility of Administrator, and Administrator shall indemnify, defend, and hold harmless Company from any and all loss or liability arising with respect to such withholdings or obligations. In the event that the Internal Revenue Service (“IRS”) or other governmental agency should question or challenge the independent contractor status of Administrator, the Company shall have the right to participate in any discussion or negotiation occurring with the IRS or other such governmental agency, irrespective of by whom such discussions or negotiations were initiated.

1.2 Non-Assumption of Liabilities. Unless otherwise specifically provided for under the terms of this Agreement, all debts, obligations and liabilities of the Company to third parties, whether

existing or future, shall be the debts, obligations and liabilities of the Company. Administrator shall not be liable for any such debts, obligations or liabilities, and the Company shall, and hereby does agree to, indemnify Administrator for any loss, liability, judgment, penalty, fine, damage or cost incurred by Administrator as a result of such debts, obligations or liabilities of the Company. Except as specifically provided for in this Agreement, all debts, obligations and liabilities of Administrator to third parties, whether existing or future, shall be the debts, obligations and liabilities of Administrator, and the Company shall not be liable for any such debts, obligations or liabilities and the Administrator shall, and hereby does agree to, indemnify Company for any loss, liability, judgment, penalty, fine, damage or cost incurred by Company as a result of such debts, obligations or liabilities of Administrator.

1.3 Controlling Nature of Company's Operating Agreement. Reference is hereby made to the Amended and Restated Operating Agreement of the Company of even date herewith as it may be amended, restated, supplemented or otherwise modified from time to time (the "**Operating Agreement**"), a copy of which has been provided to Administrator. Capitalized terms not otherwise defined in this Agreement shall have the meaning set forth in the Operating Agreement. Subject at all times and for all purposes to any applicable provisions of the Operating Agreement and the respective rights of the Company's Members, Board of Governors and Managers, Administrator shall carry out the terms and conditions of this Agreement and its responsibilities and obligations hereunder. Administrator acknowledges that the Company and its Board of Governors retain ultimate authority for management and operation of the Company. Administrator agrees that it shall perform its management functions under this Agreement in accordance with all applicable policies and procedures of the Company, the Budgets approved by the Company's Board of Governors, and the Operating Agreement, and that Administrator shall not be liable for, and shall be released from the performance of any of its obligations hereunder, as a result of any exertion of such ultimate authority by the Company or its Board of Governors that conflicts with this Agreement. Notwithstanding anything in this Agreement to the contrary, in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Operating Agreement, the Operating Agreement shall control at all times and for all purposes

1.4 Operation in Furtherance of Charitable Purposes. Notwithstanding any contrary provision contained in this Agreement, in providing its services hereunder, Administrator shall cause the Company to be operated and managed in a manner that furthers the charitable purposes of Saint Thomas Health Services ("**STHS**"), a Tennessee corporation and a member of the Company, and in a manner that complies with the Ethical and Religious Directives for Catholic Health Care Services, as approved and amended from time to time by the United States Conference of Catholic Bishops or its successor organization, and as promulgated and/or interpreted by the Roman Catholic Bishop of Nashville, Tennessee.

2. COVENANTS AND OBLIGATIONS OF ADMINISTRATOR

2.1 Administrative Services. Pursuant to this Agreement, Administrator shall provide or arrange for the provision of the items and services described in this Section 2.1 to the Company and for its Business (collectively, the "**Administrative Services**"), but in each instance only as and to the extent the item or service is (a) in compliance with the Budget then in effect and (b) specified and/or limited with respect to each obligation of the Administrator by or within the capital and other resources allocated for the discharge of such obligation under such Budget. Company does not delegate, nor does Administrator assume, any of the powers, duties and responsibilities which Company is required to maintain under applicable law.

2.1.1 General. Administrator shall provide to Company or arrange for the provision to, by or on behalf of Company, all Administrative Services necessary for the Company to conduct its Business. Except as otherwise expressly set forth herein, Administrator is hereby

expressly authorized to perform and provide the Administrative Services hereunder to, for, by and/or on behalf of Company in whatever reasonable manner Administrator deems appropriate to meet the day-to-day requirements of the Business. Administrator shall have power and authority to administer, manage, control, and operate the business and affairs of the Company, and to make decisions affecting such business and affairs, consistently and in accordance with the Operating Agreement and with the Budgets then in effect, and in accordance with any policies or directives approved by the Board of Governors from time to time; provided, however, that Administrator shall have no power or authority under this Agreement to take any action that requires the approval of the Members (or any Member) or Board of Governors under the Operating Agreement unless such approval is or has been given.

2.1.2 Business Services. Administrator shall provide and manage, or arrange for the provision and/or management of, all business functions and services related to the Business during the term of this Agreement. Without limiting the generality of the foregoing, in providing the Administrative Services, Administrator shall perform or arrange for the performance of the following functions on behalf of Company:

- (a) Ordering and purchasing or subcontracting for such office equipment and supplies as are required or appropriate in the day-to-day operation of the Business and as are included in the approved Budgets. Any purchase by Administrator in any year for an amount in excess of One Hundred Thousand and NO/100 Dollars (\$100,000.00) made pursuant to this Agreement shall be subject to the prior approval of the Board of Governors or within guidelines and/or the Budget approved in advance by the Board of Governors;
- (b) Such business, legal and financial consultation and advice as may be reasonably required or requested by Company, and which is directly related to the operations of the Business and approved by the Board; provided that Administrator shall not be responsible for any services requested by or rendered to any Member or Manager of Company, nor shall Administrator itself be responsible or liable for any legal, accounting or tax advice or services or personal financial services rendered to the Company or to any Member or Manager of Company;
- (c) Securing or sub-contracting for necessary repairs, maintenance and replacements of furniture, fixtures, equipment and other assets owned by Company;
- (d) Overseeing any design, engineering and construction related to any owned or leased real estate of the Company in accordance with specifications approved by the Board of Governors;
- (e) Managing the negotiation and maintenance of service agreements utilized by the Business and providing support, where necessary, in the coordination of services supplied to the Business under such agreements;
- (f) Evaluating and negotiating equipment acquisitions, dispositions, leases, and financings included in approved Budgets or otherwise approved by the Board of Governors;

- (g) Evaluating, selecting and negotiating access agreements, equipment services and medical supplies contracts;
- (h) Assisting in the development of policies and procedures, quality improvement, utilization management, and systems for review and adoption by the Board of Governors and assist in the oversight and implementation of such policies and procedures once adopted by the Board of Governors;
- (i) Assisting in the creation of new or the adaptation of existing marketing materials and plans; provided, that Administrator shall have no involvement in direct sales for or marketing of Company or of any of its customers;
- (j) Scheduling of patients for the provision of services by the Company at the Facilities;
- (k) Obtaining and maintaining written physician orders for each imaging study performed by the Company at the Facilities as and to the extent required by the Patient Protection and Affordable Care Act of 2010;
- (l) Obtaining precertification from payors (subject to limitations and requirements, if any, imposed by each applicable payor specifying who is responsible for obtaining such precertification) in a timely manner for patients receiving services performed by the Company at the Facilities;
- (m) Assisting Company in its regulatory and other legal compliance efforts and causing Company to take such steps as are required to obtain and maintain all necessary licenses, permits, approvals, certificates of need and authorizations for the Company to conduct its Business and as are required to remain in material compliance with applicable laws, regulations and ordinances, subject to the rights of the Members and Board of Governors to address and resolve compliance issues in accordance with the Operating Agreement;
- (n) Implementing data processing and management information systems and procedures and make such changes in said systems and procedures as may be required from time to time for the Company's business operations, including assisting in planning and negotiating with third party vendors and selecting, installing and operating appropriate hardware and software to provide management, billing and clinical information systems support, in each case, in accordance with Section 2.5 below; and
- (o) Supervise the disbursement of funds for the operating expenses of the Facilities, including processing vendor's invoices and other accounts payable (including payment of the fees to Administrator required under this Agreement), in accordance with the Budget and the terms of this Agreement.

2.1.3 Budget Development; Preparation of Financial Reports.

- (a) **Budget.** Administrator shall prepare the annual Budget for the Company, which Budget shall be subject to approval by the Board of Governors in accordance with the Operating Agreement. The first Budget shall be developed by the Administrator and approved by the Board of Governors within thirty (30) days after execution of the Operating Agreement, with subsequent annual Budgets to be developed by the Administrator and approved by the Board of Governors at least sixty (60) days in advance of the commencement of each fiscal year of the Company and to apply to the succeeding fiscal year. Subject to and except as provided in the Operating Agreement, the Administrator and the Company shall use commercially reasonable efforts to act consistently and in accordance with the applicable Budget. The Budget shall be prepared in reasonable detail and shall include all matters necessary and appropriate for the efficient administration, management and operation of Company, including, but not limited to, revenue assumptions, proposed price increases, a summary of major programs to generate new business, detailed assumptions for all major expense categories, proposed capital expenditures and a summary of projected principal and interest payments and/or lease payments.
- (b) **Financial Reports.** Administrator shall deliver to the Company financial reports, prepared on an accrual basis, as follows:
- (1) On or before the fifteenth (15th) day of each month, a balance sheet, profit and loss statement, supporting detail general ledger schedules and key management statistics showing the results of operation of the Company and its Business for the preceding month as compared to the Budget and comparable year to date information.
 - (2) Within sixty (60) days after the end of each fiscal year of Company, utilizing the information to be provided in accordance with Section 2.1.3(b)(1), a balance sheet and related statements of profit and loss for such fiscal year most recently ended.
 - (3) Within at least twenty (20) days in advance of the commencement of each fiscal year, an estimated profit and loss statement and an estimated cash flow projection statement in reasonable detail for the succeeding fiscal year of the Company, all as part of the Budget described in Section 2.1.3(a).

2.1.4 **Personnel.** Administrator shall provide or sub-contract for the provision, or arrange for the employment by Company, of all clinical, technical, and office personnel (including the patient scheduling function) required to provide services on-site at the Facilities and other Company locations as necessary for the day-to-day operation of the Business (the "Company Staff"). The number and type of Company Staff shall be consistent with the Budget and any staffing plan for the Facilities approved by the Board of Governors. All Company Staff shall have the basic qualifications, training and proficiency necessary to provide the services being performed by such personnel and shall possess all licenses, certifications, credentials, and

other permits as may be required by applicable federal, state or local law and regulations, and Administrator shall maintain documentation available for review that these requirements are met. Administrator shall determine the salaries and fringe benefits of all Company Staff in a manner consistent with the Budget and any guidelines approved by the Board of Governors. The prior approval of the Board of Governors will be required for (a) the payment of any bonus or other compensation to any Company Staff in addition to ordinary salary amounts, (b) any material increase in salary or compensation for any Company Staff other than as part of the establishment of the Budget for a new fiscal year, or (c) any material increase in the cost of the benefits provided to Company Staff which results from greater or expanded benefits (as opposed to increases in premiums for continuation of existing benefits). Administrator shall provide all payroll processing and payroll tax reporting and related obligations relating to the Company Staff. In exercising its judgment with regard to personnel as provided in this Agreement, Administrator agrees not to discriminate against such personnel on the basis of race, religion, age, sex, disability, national origin or other prohibited factor. If the Company is dissatisfied with the services of any of the Company Staff provided by Administrator, the Company shall consult with Administrator. Administrator shall in good faith and in consultation with the Company determine whether the performance of that employee could be brought to acceptable levels through counsel and assistance, whether such employee should be reassigned to responsibilities not involving the Company, or whether such employee should be terminated. Hiring and firing decisions with respect to the Company Staff shall be within Administrator's sole and absolute discretion; provided, however, that Company may require Administrator to remove any Company Staff from providing services under this Agreement if such removal is approved by the Board of Governors, and provided further that any hiring shall be consistent with any staffing plan and Budget approved by the Board of Governors. In addition, the employee who shall serve as the executive director of the Company's Business shall be subject to the prior approval of the Board of Governors, shall be subject to ongoing review by the Board of Governors on a regular basis to be determined by the Board, and shall also be subject to removal by the Board of Governors.

2.1.5 Financial Records. Administrator shall maintain all files and records relating to the operation of the Business including, but not limited to, customary financial records and files. Notwithstanding anything in this Agreement to the contrary, the administration of all files and records shall comply with all applicable federal, state and local statutes and regulations. Administrator shall have the sole responsibility for preparing, or having prepared, on behalf of Company, and making payment, or causing payment to be made, on behalf of the Company all applicable federal, state and local income taxes, gross receipt taxes, FICA taxes, and all other withholding taxes, unemployment and disability benefits, and workers' compensation obligations, and any and all license and permit fees of whatever nature which may be applicable to Company and for filing all information and other tax returns and other returns or reports as may be required of Company; provided, however, that Administrator shall not itself be responsible for paying, and shall have no liability with respect to, the actual amount of any taxes, benefits, obligations, fees or other amounts described in this sentence or for which the Company has any obligation to pay. Company or any Member of Company, or any authorized representative of Company or any Member, including any auditor engaged by Company or any Member, shall have the right, upon reasonable, advance written notice, during normal business hours, to audit any and all files and records maintained by Administrator related to Company and/or the operation of the Business. Notwithstanding the preceding sentence or anything contained in the Business Associate Agreement, attached as Exhibit A to the contrary, at such time as this Agreement expires or terminates, and upon reasonable request and for a bona fide business purpose of Administrator or an affiliate of Administrator related to professional liability matters or regulatory or legal compliance, Company shall provide Administrator with true and complete copies of patient records of all continuing patients of the Company, to the extent such records have been

maintained by or on behalf of Company, with Administrator to pay the cost of making and providing such copies.

2.1.6 Patient Records. Administrator shall manage the preparation of, and direct the contents of, patient medical records, all of which shall be and remain confidential and the property of the Company. Administrator shall maintain, on behalf of the Company, all books, records, documents, and other evidence necessary to certify the nature and extent of the services provided by the Company in accordance with accepted business practices, appropriate billing and accounting procedures, and applicable federal, state or local law and regulations. Administrator shall preserve the confidentiality of patient medical records and use the information in such records only for the limited purposes necessary to perform the Administrative Services and other services hereunder.

2.1.7 Charity Care. Administrator acknowledges that Company has adopted the charity care policy of STHS. Administrator will provide services under this Agreement in a manner that enables Company to comply with this policy, including without limitation, providing patients with appropriate notice of Company's charity care policy and confirming patient eligibility under the policy. In addition Administrator will track charity care provided by the Company in accordance with standards established by STHS, and will include this information in monthly financial reports provided to Company.

2.1.8 Quality Control. Administrator shall implement and maintain a quality improvement program to provide ongoing objective measurements of the quality and efficiency of health care services provided at the Facilities and shall provide data and make regular reports to the Board of Governors regarding quality assurance measures.

2.1.9 Planning. Administrator will assist Company in developing and reviewing short, medium and long-range objectives of the Facilities and in formulating recommendations with respect thereto. Any long-range or strategic plans for the Facilities must be adopted by the Board of Governors prior to implementation.

2.1.10 Governmental Regulations. Administrator shall use commercially reasonable efforts to cause all things to be done in and about the Facilities necessary for the operations at the Facilities to be in compliance with the requirements of any applicable statute, ordinance, law, rule, regulation, or order of any governmental or regulatory body having jurisdiction over the use of the Facilities. In the event of any change in laws, rules and/or regulations governing the operation of the Facilities to the detriment of either Administrator or Company, Administrator will fully advise Company of such changes and of any actions initiated by any agency which might reasonably be expected to adversely affect the Facilities. Administrator shall immediately notify the Company of any and all facts known to Administrator relating to conduct that presents a material issue of compliance with applicable laws or standards related to Company's business or the Facilities' operations, and shall notify Company of any inquiries outside of normal business practices and/or claims made by third parties, including but not limited to federal health care programs, relating to Company's business or the Facilities' operation of which Administrator becomes aware. Company, acting with the approval of the Board of Governors, shall be solely responsible for reporting any actual or perceived violation of law by Company to any governmental entity.

2.1.11 Utilization Review. Administrator shall review the appropriateness and cost-effectiveness of services rendered at the Facilities to its patients and shall provide data and make regular reports to the Board of Governors regarding utilization review measures. The scope and

timing of such review, data provision and reporting shall be as mutually agreed by Administrator and the Company.

2.1.12 Patient and Referring Physician Satisfaction. Administrator shall implement procedures to measure patient and referring physician satisfaction at the Facilities and shall provide data and make regular reports to the Board of Governors regarding patient and physician satisfaction measures. The scope and timing of such procedures, measurement, data provision and reporting shall be as mutually agreed by Administrator and the Company.

2.2 No Billing and Collection Services. Administrator shall not be responsible under this Agreement for providing or arranging for the provision of health care service billing, collection and accounts receivable management services to Company and/or its Business.

2.3 Archiving Services. Pursuant to this Agreement, Administrator shall provide, or arrange for the provision of, archiving services (“**Archiving Services**”) for digital diagnostic imaging services. Such Archiving Services will include the storing, indexing, and archiving, for a reasonable period of time as determined by the Administrator, but not less than five (5) years or such longer time as may be required by applicable law, of all digital radiographs transmitted to Administrator by online system or other electronic media and the provision of reasonable backup devices. The Archiving Services shall enable the images to be accessible by all radiologists providing the professional component of services provided at Facilities as well as by physicians whose patients receive services at such Facilities.

2.4 Transcription Services. Pursuant to this Agreement, Administrator shall provide, or arrange for the provision of, transcription services (“**Transcription Services**”) for diagnostic imaging services provided at the Facilities. Such Transcription Services shall consist of an electronic speech recognition system which will produce an electronic report based on dictation by physicians of professional radiology interpretations rendered by the physicians for imaging studies. Such electronic speech recognition system shall initially be Nuance PowerScribe unless a different system is selected by Company subject to the written approval of Administrator, which approval shall not be unreasonably withheld or delayed.

2.5 Information Systems. Pursuant to this Agreement, Administrator shall provide, or arrange for the provision of information systems (“**Information Systems**”) for diagnostic imaging services provided at the Facilities. Such Information Systems shall include a radiology information system, a speech recognition system and a PACS system and shall initially be comprised of Fuji Synapse, Nuance PowerScribe and IntelRad, in each case, unless a different system or systems is or are selected by Company subject to the written approval of Administrator, which approval shall not be unreasonably withheld or delayed.

2.6 Additional Services. In the event that Company wishes to obtain services in addition to those enumerated herein, Administrator shall discuss with the Company the options available for obtaining such services, and the related costs hereof.

2.7 Cooperation. Administrator shall cooperate with Company in the transition of the services provided hereunder as described in Section 5.5.

3. COVENANTS AND OBLIGATIONS OF COMPANY

3.1 Exclusive Arrangement. Company acknowledges that, during the term of this Agreement, Administrator is and shall be the exclusive provider to Company of Administrative Services, Archiving Services and Transcription Services for any and all Facilities directly or indirectly wholly-

owned by Company during the term of this Agreement. Except with Company's prior written consent, which consent may be withheld in its sole discretion, Administrator will not, during the term of this Agreement, provide services substantially similar to the Administrative Services, Archiving Services, Transcription Services or the Information Systems for any Competing Imaging Center (as hereinafter defined) that is located within a twenty (20) mile radius of any imaging center, ambulatory surgery center, or other location at which the Company provides outpatient imaging services or any other health care diagnostic imaging and/or therapeutic services. For purposes hereof, the term "Competing Imaging Center" has the meaning set forth in Section 2(b) of that certain Professional Services Agreement dated as of the date hereof by and between Company and Advanced Diagnostic Imaging P.C., a Tennessee professional corporation.

3.2 Performance by Company. Company expressly acknowledges and agrees that performance of Administrator's obligations hereunder will require the timely cooperation and support of Company, its Governing Board, Managers and agents, and affirm that they will cooperate and use reasonable efforts to ensure that Administrator is provided in timely fashion the information, including financial data, required by it in the performance of its duties hereunder.

3.3 Remedies. In the event of a breach of Section 3.1, Administrator recognizes that monetary damages shall be inadequate to compensate Company and Company shall be entitled, without the posting of a bond or similar security, to an injunction restraining such breach, with the costs (including attorneys' fees) of securing such injunction to be borne by Administrator. Nothing contained herein shall be construed as prohibiting Company from pursuing any other remedy available to it for such breach or threatened breach. The parties hereto hereby acknowledge the necessity of protection against the competition of Administrator and that the nature and scope of such protection has been carefully considered by the parties. The promises of Company contained herein are deemed to be sufficient and adequate to compensate the Administrator for agreeing to the restrictions contained in Section 3.1. If, however, any court determines that the foregoing restrictions are not reasonable, such restrictions shall be modified, rewritten or interpreted to include as much of their nature and scope as will render them enforceable

4. FEES TO ADMINISTRATOR AND PAYMENT OF OPERATING EXPENSES

4.1 Administrative Fee.

4.1.1 Payment of Preliminary Payment. In exchange for the Administrative Services provided by the Administrator, the Company shall pay a monthly administrative fee to Administrator (the "**Preliminary Payment**") in an amount equal to four and one-half percent (4.5%) of the product of (a) eighty percent (80%) multiplied by (b) Net Collections (as hereinafter defined) for the immediately preceding calendar month, subject to the reconciliation mechanism described in Section 4.1.2 below. "**Net Collections**" shall mean, for any calendar month, the sum of all monies collected or received in such month for health care services billed by or for the Company, less amounts refunded or credited in such month to a patient or third party payor for any reason, including as a result of overpayments, erroneous payments or bad checks. When unpaid billings are referred to a collection agency, the amount of Net Collections shall include the net amount received through the efforts of the collection agency after deducting the collection agency's fees. Except as otherwise provided in Section 4.1.2, the Preliminary Payment shall be billed to Company on or before the fifteenth (15th) day of the immediately succeeding calendar month and shall be payable monthly in arrears on or before forty-five (45) calendar days after the end of the applicable month.

4.1.2 Reconciliation.

(a) Within thirty (30) days after the end of each successive three (3) month period (such period, the "Payment Period") beginning on the Effective Date, Company shall do and calculate each of the following:

(1) Determine (on a cash basis of accounting) the amount of the Net Collections it has received during the Payment Period that is attributable to the technical component only of the services provided by the Company as follows: Net Collections for each imaging study performed by the Company shall be multiplied by the Technical Component Percentage (as hereinafter defined) applicable to each such imaging study (the product of such amounts for each such imaging study, the "Imaging Study Technical Collections"). For purposes hereof, (i) the "**Technical Component Percentage**" means the percentage (based on the split between the professional component and technical component set forth in the Resource Based Relative Value Scale (the "RBRVS") used in the Medicare Physician Fee Schedule in effect on the date of service of such imaging study) of the global billing for the technical component that Medicare pays (or would pay if it were the applicable third-party payor) for such imaging study; (ii) the sum of all Imaging Study Technical Collections shall be referred to as the "**Aggregate Technical Collections**"; and (iii) the product of four and one-half percent (4.5%) multiplied by the Aggregate Technical Collections shall be referred to as the "**Actual Quarterly Administrative Fee**".

(2) The Actual Quarterly Administrative Fee shall be compared against the aggregate of the Preliminary Payments made by Company for the first two (2) months of the period plus the Preliminary Payment to be made for the third (3rd) month.

(3) The amount, if any, by which the Actual Quarterly Administrative Fee exceeds the aggregate of the Preliminary Payments shall be added to the third (3rd) Preliminary Payment, and the amount, if any, by which the Actual Quarterly Administrative Fee is less than the aggregate of the Preliminary Payments shall be subtracted from the third (3rd) Preliminary Payment.

(b) The third (3rd) Preliminary Payment shall be payable in arrears on or before fifteen (15) calendar days after the date of determination of the Actual Quarterly Administrative Fee.

4.1.3 Refund or Credits. If Company is required to refund or credit any patient or third party payor after this Agreement expires or is terminated, Company will invoice Administrator for fees already paid to Administrator on such refunded or credited amounts and Administrator will pay such invoice within thirty (30) days after receipt thereof. This provision shall survive the expiration or earlier termination of this Agreement.

4.2 Archiving, Transcription and Information Services Fee. In exchange for the Archiving Services, the Transcription Services and use of the Information Systems, in each case, provided

by the Administrator, the Company shall pay a fee to Administrator (the "IT Services Fee") equal to Two Dollars and Eighty Cents (\$2.80) per CPT code billed (each a "Procedure Code") for each procedure (that generated the Procedure Code) performed during the term of this Agreement. The IT Services Fee shall be billed to Company on or before the fifteenth (15th) day of the month immediately succeeding the month in which the procedure that generated the Procedure Code was performed and shall be payable monthly in arrears on or before forty-five (45) calendar days after the end of such month.

4.3 Company Staff. In exchange for the Company Staff provided by the Administrator, the Company shall pay Administrator the "Reimbursable Amount" (as defined below). The term "Reimbursable Amount" for any period is an amount equal to the following costs paid or expenses accrued by Administrator during such period for the Company Staff based on the proportionate share of the time in which the Company Staff provides services to the Company relative to other activities or services for Administrator or its affiliates: (i) salaries and wages; (ii) Administrator's share of social security taxes, Medicare taxes, and other payroll taxes; (iii) premiums, contributions and other amounts paid by Administrator for coverage by any welfare or pension plans; (iv) premiums for worker's compensation insurance; (v) vacation, holiday, sick pay and other paid time off attributable to the Company Staff, to the extent such amounts are actually paid out to Company Staff as additional compensation; and (vi) any expense reimbursement for reasonable business expenses incurred by Company Staff while providing services on behalf of the Company to the extent consistent with the business expense policy adopted by the Board of Governors from time to time. The proportionate share of the time in which members of the Company Staff provide services to the Company relative to other activities or services for Administrator or its affiliates shall be consistent with the Budget and with the terms of any staffing plan for the Facilities approved from time to time by the Board of Governors. Administrator shall issue an invoice to the Company semi-monthly (*i.e.*, twice per month) specifying the Reimbursable Amount for the immediately preceding pay period. Company shall pay the Reimbursable Amount specified in each invoice via electronic funds transfer on approximately the 11th and the 27th day of each month, which is the approximate date on which Administrator pays its payroll (the "Payroll Date"). If the Payroll Date falls on a holiday, Company will pay the Reimbursable Amount on the business day immediately preceding the holiday. Administrator will provide Company with written instructions for the electronic funds transfer, and Company will be responsible for any costs of making the electronic funds transfer. The Company shall not have any liability to any of the Company Staff with respect to compensation or benefits provided by Administrator. The sole liability of the Company shall be to reimburse Administrator for the Reimbursable Amount. As used in this Agreement and for purposes of calculating the Reimbursable Amount, the term "Company Staff" shall not include the Administrator's President (as of the Effective Date, Chad L. Calendine, M.D., serves in such position), Chief Executive Officer (as of the Effective Date, Michael Moreland serves in such position), Chief Financial Officer (as of the Effective Date, Mark Gaw serves in such position), Chief Operating Officer (as of the Effective Date, Joy Sweeney serves in such position), Director of Information Technology (as of the Effective Date, James C. King, III, M.D., *de facto* serves in such position, although he does not hold this title), any physician (unless reimbursement for the services of the physician has been specifically approved by the Board of Governors), or any personnel providing Transcription Services, Archiving Services or access to and use of the Information Systems for the Company, it being the intention of the parties that the Actual Quarterly Administrative Fee and the IT Services Fee, respectively, shall compensate Administrator for the provision of these services by these personnel. In addition, the term "Company Staff" shall not include any personnel providing billing and collection services.

4.4 Other Reimbursable Expenses. To the extent Administrator, in providing services to Company pursuant to this Agreement, pays or incurs any other Company expenses, the Company shall reimburse Administrator for such Company expenses to the extent they are included in or consistent with the approved Budgets (such expenses being referred to herein as "Operating Expenses"). Any Operating Expenses to be reimbursed to Administrator pursuant to this Section 4.4 shall be billed and paid with the

Actual Quarterly Administrative Fee as provided in Section 4.1.2 of this Agreement.

4.5 Method of Calculation. All calculations under this Article 4 including, but not limited to, those related to the determination of collections or receipts of the Company, shall be made on an accrual basis of accounting in accordance with United States of America Generally Accepted Accounting Principles ("GAAP"), reasonably and consistently applied.

4.6 Access to Books and Records. For purposes of confirming the compensation due and owing Administrator: (a) Company shall provide Administrator and its authorized representatives reasonable access, during regular business hours and upon reasonable, advance written notice, to those books and records of Company which directly relate to the calculation of such compensation; and (b) Administrator shall provide Company and its authorized representatives reasonable access, during regular business hours and upon reasonable, advance written notice, to those books and records of Administrator which directly relate to the calculation of such compensation. All such information and access shall be subject to the terms and conditions of Section 7.4 herein.

5. TERM OF AGREEMENT

5.1 Term. Unless earlier terminated as set forth herein, this Agreement shall be effective as of the Effective Date hereof and shall continue in full force and effect for an initial term of one (1) year through March 31, 2012. This Agreement may be renewed by the Company on the same terms set forth in this Agreement for one (1) additional one (1) year term upon delivery of written notice of renewal to Administrator not less than thirty (30) days prior to the end of the initial term, subject to the written consent of Administrator, which consent shall not be unreasonably withheld or delayed.

5.2 Termination Upon Cause or Upon a Specified Event.

5.2.1 Either party shall be entitled to terminate this Agreement upon written notice if the other party breaches any material covenant, agreement, term or provision of this Agreement (other than Section 1.4, the breach of which Section shall be governed by Section 5.2.5 below) required to be kept, observed or performed by such party, and such failure shall continue and is not cured to the reasonable satisfaction of the non-breaching party within a period of thirty (30) days after written notice thereof to the defaulting party.

5.2.2 Either party shall be entitled to terminate this Agreement upon written notice if the other party enters a plea of *nolo contendere* for or is convicted of a criminal offense (including, but not limited, to fraud or embezzlement), is convicted of violating any federal, state or local law, rule or regulation related to the provision of or billing for health care services, or is excluded from Medicare or any other governmental health care program.

5.2.3 This Agreement shall automatically terminate if either party dissolves or voluntarily files a petition in bankruptcy or makes an assignment for the benefit of creditors or otherwise seeks relief from creditors under any federal or state bankruptcy, insolvency, reorganization or moratorium statute, or either party is the subject of an involuntary petition in bankruptcy which is not set aside within sixty (60) days of its filing.

5.2.4 This Agreement shall automatically terminate on the date that NOL, LLC, a Tennessee limited liability company, or any Affiliate thereof, ceases, for any reason, to be a Member of the Company.

5.2.5 Company shall be entitled to terminate this Agreement upon written notice if

Administrator breaches Section 1.4 and such failure shall continue and is not cured to the reasonable satisfaction of Company within a period of thirty (30) days after written notice thereof to Administrator.

5.2.6 Company shall be entitled to terminate this Agreement upon not less than thirty (30) days prior written notice to Administrator in connection with the establishment of a successor billing and administrative services company as contemplated in the Operating Agreement (the "Successor Administrator").

5.3 Jeopardy.

5.3.1 Change in Law. In the event that legislation is enacted (or any final legislation is proposed and will become effective within one (1) year thereafter), new regulations are promulgated (or any final rule is issued and will become effective within one (1) year thereafter), a decision of a court with jurisdiction over Company is rendered or an opinion of a government agency is issued that, in the written opinion of Administrator's or Company's legal counsel issued to such party with respect to the specific matter in question, affects or may affect the legality of this Agreement or the ability of any party hereto to operate in accordance with applicable laws, rules and regulations ("Change in Law"), then the affected party (the "Affected Party") shall send the other party a notice of the Change in Law and the parties shall negotiate in good faith to amend this Agreement to comply with such Change in Law, while also preserving, to the maximum extent possible, the underlying economic, financial and operational arrangements and delegation of responsibilities and discretion among the parties hereto. In the event that the parties hereto are unable to reach an agreement on how to amend this Agreement to comply with such Change in Law within forty-five (45) days of notice of the Change in Law from the Affected Party to the other party, then any party may, by delivery of written notice thereof to the other party, promptly terminate this Agreement.

5.3.2 Tax-Exempt Status Issues. If, in the reasonable and good faith judgment of STHS (so long as it is a Member of Company) and its legal counsel, any term or provision of this Agreement or the manner in which the Company is being operated or managed pursuant to this Agreement, could result in a Tax-Exempt Issue, then STHS shall send a notice to Administrator and the parties shall negotiate in good faith to amend this Agreement to address such Tax-Exempt Issue, while also preserving, to the maximum extent possible, the underlying economic, financial and operational arrangements and delegation of responsibilities and discretion among the parties hereto. In the event that the parties hereto are unable to reach an agreement on how to amend this Agreement in a manner that is satisfactory to STHS to address the Tax-Exempt Issue within forty-five (45) days of notice of the Tax-Exempt Issue from STHS to Administrator, then Company (at the direction of STHS) may, by delivery of written notice thereof to Administrator, promptly terminate this Agreement.

5.4 Actions Upon Termination. Upon termination of this Agreement for any reason: (a) Company may retain any information and materials prepared for Company by Administrator, including, but not limited to, administrative, accounting and personnel policy and procedure manuals prepared by Administrator, and all data accumulated through Administrator's provision of Administrative Services, Archiving Services or Transcription Services or through its business administration, utilization management or quality improvement systems, programs, plans or procedures; (b) Company shall return to Administrator any software or hardware systems owned, leased or licensed by Administrator; (c) Administrator shall cooperate with the Company to effect the transition to another administrative company if one is appointed by the Company to succeed Administrator; (d) Administrator shall return to Company all books, records, files, information and other property of Company, including, without

limitation, all patient records (including PACS images), billing records, licenses, accreditations, supplies, inventory, contracts, and financial and accounting records; and (e) Administrator shall deliver to the Company all funds, if any, controlled by or in the possession of Administrator as agent for the Company; provided, however, that, except as otherwise provided in Section 4.1, Administrator shall be entitled to all Actual Quarterly Administrative Fees, IT Services Fees and Operating Expenses which have accrued or are owed to Administrator under this Agreement.

5.5 Transition of Services. Administrator will cooperate with and reasonably assist Company in transitioning the Administrative Services and other services provided hereunder from the Administrator to the Successor Administrator, such that the Successor Administrator can assume responsibility for such services effective as of the termination of this Agreement without any disruption in the operations of any of the Facilities. Without limitation, Administrator shall cooperate with the Company and the Successor Administrator in transitioning employment of Company Staff to the Successor Administrator provided such transitioning of personnel has been approved by the Company.

6. INSURANCE; RESPONSIBILITY FOR CLAIMS

6.1 Insurance to be Maintained by Administrator. Throughout the term of this Agreement, Administrator shall, at its sole cost and expense, procure, keep and maintain insurance coverage in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate for errors and omissions and commercial general liability, and applicable state statutory limits for workers compensation. Said insurance policies shall be issued by an insurance company licensed in the state where Administrator is located, and the policy shall cover all services Administrator, its directors, officers, employees, agents, Company Staff and/or contractors provide. Administrator shall arrange to have Company named as additional insured as its interests may appear with respect to such insurance coverage and shall provide Company with a certificate evidencing such insurance and endorsement upon request.

6.2 Insurance to be Maintained by Company. Throughout the term of this Agreement, Company shall, at its sole cost and expense, procure, keep and maintain insurance coverage in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate for professional liability and commercial general liability, and applicable state statutory limits for workers compensation. Said insurance policies shall be issued by an insurance company licensed in the state where Company is located, and the policy shall cover all services Company, its directors, officers, employees, agents and/or contractors provide. Company shall provide Administrator with a certificate evidencing such insurance upon request.

6.3 Indemnification. Company shall indemnify, hold harmless and defend Administrator, its members, managers, governors, employees, agents, successors and assigns, from and against any liability, loss, damage, claim, cause of action, cost or expense, including reasonable attorneys' fees, caused by or as a result of the any acts or omissions of Company or any of its managers or employees. Administrator shall indemnify, hold harmless and defend Company, its members, managers, governors, employees, agents, successors and assigns, from and against any liability, loss, damage, claim, cause of action, cost or expense, including reasonable attorney's fees, caused by or as a result of any acts or omissions of Administrator or any of its managers or employees, including Company Staff.

7. PROPRIETARY/CONFIDENTIAL INFORMATION AND ACCESS TO BUSINESS

7.1 Access to Records.

7.1.1 Administrator shall, during the term hereof, be given complete access to

Company, the Business and their respective records, offices and the Facilities, equipment, personnel and vendors, in order that Administrator may carry out its obligations hereunder, subject to confidentiality requirements of patient medical records.

7.1.2 Administrator shall keep all records relating to this Agreement open and available for inspection by the Company or other authorized persons, and shall maintain all books, records, documents and other evidence necessary to certify the nature and extent of the services provided under this Agreement consistent with accepted business practice, appropriate accounting procedures and applicable federal, state or local law and regulations. The Company or any other duly authorized person shall have reasonable access during normal business hours to such books, records, documents, and other evidence of the Administrator for the purpose of inspection, audit, and copying, at its sole cost and expense.

7.2 Confidentiality. Administrator recognizes that all information and records, and all business information, documents, and records, including but not limited to those located at any Facility which the Company operates are the property of Company (collectively the "**Confidential Information**"), and that during and after the term of this Agreement, Administrator shall not remove, use, disclose or reproduce such Confidential Information except for the limited purpose of fulfilling Administrator's obligations under this Agreement or as otherwise directed in writing by Company. Administrator shall not have any rights to such Confidential Information or records or to copies thereof except as may be required by applicable law. Administrator may disclose Confidential Information in response to any valid subpoena or other valid compulsory process, provided that Company shall have the right, at its discretion, to first use its best efforts to make all legitimate, good faith objections, if any, to the production of such information and, if production is required, shall have the right, at its discretion, to use its best efforts to seek a protective order limiting dissemination of such Confidential Information, the contents thereof and the transactions contemplated thereby solely to persons having a need to know for purposes of the proceeding in which the production is sought. In the event that Administrator is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to make any disclosure which is prohibited or otherwise constrained by this Section 7.4, Administrator shall (i) provide Company with prompt notice of such request(s) so that Company may seek an appropriate protective order or other appropriate remedy (at Company's sole expense) and/or waive Administrator's compliance with the provisions of this Section 7.4, and (ii) cooperate with Company in its efforts to decline, resist or narrow such requests. Administrator also acknowledges that any damages for breach of this Section 7.4 may be incalculable and an insufficient remedy. Accordingly, Administrator agrees that in the event of any breach of this Section 7.4, Company shall be entitled to equitable relief, including injunctive relief and specific performance.

8. MISCELLANEOUS

8.1 Excluded Provider. Administrator and Company hereby represent and warrant to each other that they are not and at no time have been excluded from participation from any federally funded health care program, including Medicare and Medicaid. Administrator agrees to immediately notify the Company and Company agrees to immediately notify Administrator of any threatened, proposed or actual exclusion from any federally funded health care program, including Medicare or Medicaid. In the event that Administrator or Company is excluded from any federally funded health care program during the Term of this Agreement, this Agreement shall, as of the effective date of such exclusion, automatically terminate. In addition, each party agrees that it will not employ, contract with, or otherwise use the services of any individual whom it knows or should have known, after reasonable inquiry, (a) has been convicted of a criminal offense related to health care (unless the individual has been reinstated to participation in Medicare and all other Federal health care programs after being excluded because of the conviction), or (b) is currently listed by a Federal agency as excluded, debarred, or otherwise ineligible

for participation in any Federal health care program and further agrees that it will immediately notify the other in the event that any person in its employ, has been excluded, debarred, or has otherwise become ineligible for participation in any Federal health care program. Each party agrees to continue to make reasonable inquiry regarding the status of its employees and independent contractors on a regular basis by reviewing the General Services Administration's List of Parties Excluded from Federal Programs and the HHS/OIG List of Excluded Individuals/Entities. If an employee or contractor of either party is excluded from any Federal health care program, the applicable party shall immediately remove that employee or contractor from providing services under this Agreement. Each party will indemnify and hold the other party harmless from and against any loss, liability, judgment, penalty, fine, damages (including punitive and/or compounded damages), costs (including reasonable attorneys' fees and expenses) incurred by the other party as a result of an exclusion with respect to the indemnifying party or any employee or contractor thereof, or the indemnifying party's breach of this Section.

8.2 Assignment; Subcontracting. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective legal representatives, successors, and permitted assigns. Company may not assign this Agreement nor any rights hereunder, nor may it delegate any of its duties to be performed hereunder, without the prior written consent of Administrator. Administrator may not assign or transfer this Agreement in its entirety, or assign or subcontract any of the responsibilities or duties of Administrator hereunder, without the prior written consent of Company; provided, however, that Administrator shall have the right to assign certain responsibilities under this Agreement and/or to subcontract with any responsible party(ies) (including affiliates of Administrator) to arrange for the provision of certain items and services hereunder (but not for substantially all of Administrator's responsibilities and obligations under this Agreement) as long as: (a) any assignment or subcontracting by Administrator is consistent with or specifically contemplated by the applicable Budget and is for items or services that either: (i) Administrator is incapable of providing, (ii) will be provided through such assignment or subcontract on only a reasonably temporary basis, or (iii) must be provided on an assigned or subcontracted basis in order to address or respond to urgent or emergent circumstances; (b) Administrator shall remain primarily responsible for any assignee's or subcontractor's performance; and (c) Administrator shall be solely responsible for payment of any fees, expenses or other amounts due to any assignee or subcontractor, and Company shall not be liable for any such fees, expenses or other amounts either directly or as expenses of Administrator charged to Company.

8.3 Confidentiality of Agreement. This Agreement and the terms and conditions hereof shall be maintained in confidentiality by both parties except where disclosure is required by law or in performance hereof.

8.4 Amendment. This Agreement may only be amended or modified by a written instrument executed by both parties. Subject to the severability provisions set forth in Section 8.9 and to the terms of Section 5.3.1 above, this Agreement shall be subject to immediate review and amendment if required by any change in state or federal regulations, including regulations pertaining to state, federal, or other third-party reimbursement programs; provided, however, that any such amendment shall be subject to the approval of the parties hereto.

8.5 Headings. The headings of the various sections of this Agreement are for convenience of reference only, and shall not modify, define, limit or expand the express provisions of this Agreement.

8.6 Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and any representation, promise, or condition in connection therewith not incorporated herein shall not be binding upon either party. This Agreement supersedes any prior agreement between the parties with respect to such subject matter.

8.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which, including facsimiles thereof, shall be deemed to be an original, and each such counterpart shall together constitute the same agreement.

8.8 Notices. All notices or other communications pursuant to this Agreement shall be in writing and shall be deemed to have been duly given, if by hand delivery, upon receipt thereof; by telefax upon confirmation of transmission; or if mailed by certified or registered mail or nationally recognized courier service, postage or delivery costs prepaid, on the date of deposit at the courier service or in the United States mail, and in any event, to be addressed to either party at the addresses provided in the signature blocks below, or at such other address as may hereafter be provided by proper notice. A courtesy copy of any notice required hereunder shall also be sent to each party's counsel at such address as may be requested, but failure to do so shall not in any way affect the rights, obligations, and liabilities of the parties hereto.

8.9 Effect of Invalidity. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the effective period of this Agreement, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each illegal, invalid or unenforceable provision there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

8.10 Applicable Law. The parties agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee without regard to principles of conflicts of laws.

8.11 HIPAA Compliance. As of the Effective Date, Company and Administrator shall enter into the Business Associate Agreement attached as Exhibit A.

8.12 No Obligation to Make Referrals. The parties acknowledge that none of the benefits granted the parties under this Agreement is conditioned on any requirement or expectation that the parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. The parties further acknowledge that neither party is restricted from referring any service to, or otherwise generating any business for, any other entity of its choosing.

8.13 Waiver. No consent or waiver, express or implied, by a party to or of any breach or default by any other party in the performance by such party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act or failure to act of any other party or to declare any other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of such default or its rights under this Agreement. The giving of consent by a party in any one instance shall not limit or waive the necessity to obtain such party's consent in any future instance.

8.14 Prevention of Performance by Administrator. Administrator shall not be liable for any loss or damage to Company (including, without limitation, direct, indirect, incidental and consequential damages) due to any failure in Administrator of its performance hereunder (a) because of compliance with any order, request, or control of any governmental authority or person purporting to act therefore, whether or not said order, request or control ultimately proves to have been invalid; or (b) when Administrator's performance is interrupted, frustrated or prevented, or rendered impossible or impractical

because of wars, terrorism, hostilities, public disorders, acts of enemies, sabotage, riots, insurrection, strikes, lockouts, fires, or acts of God, or any other cause beyond Administrator's control similar to any of the foregoing. Without limitation of the foregoing, Administrator shall not be required to challenge or resist any such order, request or control, or to proceed or attempt to proceed with performance, if such performance shall involve material additional expense or a material departure from Administrator's normal practices, unless the parties shall expressly agree as to the further obligations (including, without limitation, an obligation to bear all or part of any such additional expense) to be borne by Company as a result thereof.

8.15 Interpretation. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter as the context requires.

8.16 No Strict Constriction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent and agreement, and no rule of strict construction shall be applied against any party.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

MIDDLE TENNESSEE IMAGING, LLC

Address:
102 Woodmont Boulevard, Suite 700
Nashville, TN 37205
Attention: President

By:  _____

Its: Sheila M. Sferrella, Secretary

PHYDATA, LLC

Address:
28 White Bridge Road, Suite 111
Nashville, TN 37205
Attention: Chad L. Calendine, M.D., President

By:  _____

Its: Chad L. Calendine, M.D., President

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") by and between **Middle Tennessee Imaging, LLC**, a Tennessee limited liability company ("**Company**") and PhyData, LLC, a Tennessee limited liability company ("**Administrator**") is effective as of this 1st day of April, 2011.

RECITALS

WHEREAS, the parties have entered into an arrangement (the "Arrangement") for the provision of administrative services by Administrator ("Business Associate") to Company ("Covered Entity"); and

WHEREAS, the Company is a Covered Entity as that term is defined by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"); and

WHEREAS, the Arrangement contemplates the provision of certain items and services that may create a business associate relationship among the parties; and

WHEREAS, the parties intend to protect the privacy and security of PHI disclosed, collected or created by Business Associate hereunder in compliance with HIPAA, subtitle D of Title XIII of division A of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (the "HITECH Act"), and the applicable regulations promulgated under HIPAA and the HITECH Act (collectively, the "HIPAA Regulations").

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Definitions. TERMS USED, BUT NOT OTHERWISE DEFINED, IN THIS AGREEMENT SHALL HAVE THE SAME MEANING AS THOSE TERMS IN THE HIPAA REGULATIONS, EXCEPT THAT (I) THE TERMS "PHI" AND "ELECTRONIC PHI" SHALL HAVE THE SAME MEANING AS SET FORTH IN 45 CFR §160.103, LIMITED TO THE INFORMATION CREATED OR RECEIVED BY BUSINESS ASSOCIATE FROM OR ON BEHALF OF COVERED ENTITY; AND (II) REFERENCES HEREIN TO "BUSINESS ASSOCIATE" SHALL REFER TO EITHER PARTY, TO THE EXTENT SUCH PARTY IS ACTING AS A BUSINESS ASSOCIATE TO THE OTHER PARTY.

2. Obligations of Business Associate.

A. Permitted Uses and Disclosures. Business Associate agrees to not use or disclose PHI other than (i) as permitted or required by the Arrangement; (ii) as permitted by this Agreement or (iii) as Required By Law. Business Associate shall not use PHI in any manner that would constitute a violation of the HIPAA Regulations, or other applicable federal or State law if so used by Covered Entity. Business Associate may use or disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that any disclosures for the purposes described in this sentence are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Business Associate shall limit its use, disclosure and request of PHI to the minimum necessary for the purpose of the use, disclosure or request.

B. Additional Permitted Uses and Disclosures.

(i) Use or Disclosure to Provide Data Aggregation Services. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

(ii) Violations of Law. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1). To the extent permitted by law, Business Associate shall promptly notify Covered Entity in the event that Business Associate makes such a report.

(iii) De-Identification of Protected Health Information. Business Associate may de-identify any and all PHI provided that de-identification conforms to the requirements of the Privacy Rule. The parties acknowledge and agree that de-identified data is not subject to the terms of this Agreement.

(iv) Limited Data Sets. Business Associate may use any and all PHI in order to create Limited Data Sets and may use or disclose such Limited Data Sets only as permitted by 45 C.F.R. § 164.514(e). Except as set forth in this section, the conditions and restrictions contained herein on Business Associate's use and disclosure of PHI apply to Business Associate's use and disclosure of PHI contained in such Limited Data Sets. Further, Business Associate agrees that it shall not identify the information contained in such Limited Data Sets or contact the Individuals who are the subject of the PHI contained in such Limited Data Sets, except as otherwise permitted or required by this Agreement.

C. Appropriate Safeguards. Business Associate shall use appropriate physical, administrative and technical safeguards that (i) reasonably and appropriately protects the confidentiality, integrity, and availability of PHI it creates, receives, maintains or transmits on behalf of Covered Entity, and (ii) prevent use or disclosure of, or access to, the PHI other than as provided for by this Agreement. To the extent applicable, Business Associate will comply with the security standards at 45 CFR Parts 160 and 164 with respect to Electronic PHI.

D. Reporting of Security Incident, Improper Use or Disclosure and Breach. Business Associate agrees to report to Covered Entity: (i) any Security Incident; and (ii) any access to, or use or disclosure of, PHI not provided for by this Agreement, of which it becomes aware. Business Associate further agrees to notify Covered Entity of any Breach of Unsecured PHI that it discovers, to the extent that Business Associate accesses, maintains, retains, modifies, records, stores, destroys or otherwise holds, uses or discloses Unsecured PHI. The notice shall include if known the identification of each individual whose PHI accessed, acquired or disclosed in connection with the event giving rise to Business Associate's obligation to notify Covered Entity under this Section 2(D), and any other information then available that the Covered Entity must include in its notice to the individual under 45 CFR 164.404(c). All notices required by this Section 2(D) shall be provided in writing to Covered Entity within five (5) days of the date of discovery by Business Associate. Business Associate shall promptly mitigate the harmful effects of any event as to which Business Associate is required by this Section 2(D) to notify Covered Entity.

E. Agents and Subcontractors. Business Associate shall ensure that any agent or subcontractor to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

F. Access; Amendment. If Business Associate holds PHI in a Designated Record Set, Business Associate agrees to (i) provide access, within five (5) business days of a written request by Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to allow Covered Entity comply with 45 CFR §164.524; and (ii) make any

amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, within five (5) business days of a written request by Covered Entity specifying the amendments.

G. Accounting. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Business Associate shall provide to Covered Entity information collected in accordance with this Section 2 (G) within five (5) business days of a written request by Covered Entity, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

H. Government Access. Business Associate shall make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with HIPAA. Notwithstanding the foregoing, nothing in this Section shall be deemed to require Business Associate to waive the attorney-client, accountant-client, or other legal privilege, and nothing in this Section shall impose upon Covered Entity any obligation to review Business Associate's practices, books or records.

I. Uses and Disclosures Required By Law. Except to the extent prohibited by law, Business Associate shall immediately notify Covered Entity if it receives a request for disclosure of PHI with which Business Associate believes it is Required By Law to comply and disclosure pursuant to which would not otherwise be permitted by this Agreement. Business Associate shall provide Covered Entity with a copy of such request, shall consult and cooperate with Covered Entity concerning the proper response to such request, and shall provide Covered Entity with a copy of any information disclosed pursuant to such request.

J. Standard Transactions. To the extent that, under the Arrangement, Business Associate conducts on behalf of a Covered Entity all or part of a Transaction (as defined in 45 C.F.R. Parts 160 and 162 (the "Electronic Transactions Rule")), Business Associate shall comply with, and shall cause any of its agents or subcontractors to comply with, the Electronic Transactions Rule. This section shall become effective on the date on which Covered Entity and Business Associate entered into the Arrangement pursuant to which Business Associate conducts all or part of a Transaction on behalf of a Covered Entity.

K. Compliance with HIPAA. Business Associate shall comply with all applicable provisions of HIPAA, HITECH and the HIPAA Regulations. This Agreement shall be construed as broadly as necessary to permit Covered Entity to comply with HIPAA, HITECH and the HIPAA Regulations.

3. Obligations of Covered Entity.

To the extent that any of the following may affect Business Associate's use or disclosure of PHI, Covered Entity shall notify Business Associate in writing (i) of any limitation(s) in its notice of privacy practices of Covered Entity; (ii) any changes in, or revocation of, permission by Individual to use or disclose PHI; or (iii) any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

4. Term and Termination; Indemnity.

A. Term; Termination. The Term of this Agreement shall be effective as of the date signed by Covered Entity, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

B. Termination for Cause. Either Party may terminate this Agreement due to a material breach of this Agreement by the other Party upon giving the other Party at least thirty (30) days prior written notice, provided the breaching party does not cure the breach prior to the effective date of termination. If neither termination nor cure is feasible, the non-breaching party may report the violation to the Secretary.

C. Effect of Termination. On termination of this Agreement for any reason Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. This Section 4(C) shall survive the termination or expiration of this Agreement, and the completion or termination of the Services.

5. Interpretation.

This Agreement and the Arrangement shall be interpreted as broadly as necessary to implement and comply with ARRA, HIPAA and the HIPAA Regulations. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with ARRA, HIPAA and the HIPAA Regulations.

MISCELLANEOUS

A. Injunctive Relief. The parties understand and acknowledges that any use or disclosure of PHI in violation of this Agreement will cause irreparable harm, the amount of which may be difficult to ascertain, and therefore each party agrees that in the event such a violative use or disclosure of PHI occurs and continues to occur, the non-disclosing party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining the disclosing party from engaging in any such further use, disclosure or breach and for such other relief as the non-disclosing party shall deem appropriate. Such right of the non-disclosing party to be in addition to the remedies otherwise available to that party at law or in equity. The parties expressly waive the defense that a remedy in damages will be adequate and further waive any requirement in an action for specific performance or injunction for the posting of a bond by the disclosing party.

B. Amendment. This Agreement may be amended only by written agreement between the parties.

SIGNATURE PAGE FOLLOWS

PHYDATA, LLC

By: _____

Title: _____

Date: _____

MIDDLE TENNESSEE IMAGING, LLC

By: _____

Title: _____

Date: _____

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

This AMENDMENT ("Amendment") is entered into this 26th day of September, 2013, by and between Middle Tennessee Imaging, LLC, a Tennessee limited liability Company (the "Company") and PhyData, LLC, a Tennessee limited liability company ("Administrator"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in that certain Administrative Services Agreement by and between the Company and Administrator dated as of April 1, 2011 (the "Agreement").

WHEREAS, in accordance with the terms of the Agreement, Administrator provides certain Administrative Services to the Company; and

WHEREAS, the Company and Administrator have agreed to reduce the fee that Administrator charges pursuant to the Agreement for the Administrative Services as set forth in this Amendment;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Amendment to Section 4.1. In accordance with the terms of Section 8.4 of the Agreement, the words "four and one-half percent (4.5%)" in the third and fourth lines of Section 4.1 of the Agreement are hereby deleted and replaced with the words "two and one-quarter percent (2.25%)".

2. Effective Date of Fee Change. The parties agree that the modified administrative services fee provided for in this Amendment shall be effective as of April 1, 2013.

3. No Other Changes. Except as expressly amended hereby, the Agreement remains unchanged and shall remain in full force and effect, in accordance with its terms.

4. Entire Agreement. This Amendment, together with the Agreement, constitute the entire agreement between the parties with respect to the subject matter hereof.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which, including facsimiles thereof, shall be deemed to be an original and each such counterpart shall together constitute the same agreement.

6. Governing Law. The parties agree that this Amendment shall be construed and enforced in accordance with the laws of the State of Tennessee without regard to principals of conflicts of laws.

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

Company:

MIDDLE TENNESSEE IMAGING, LLC

By: 
Name: Chad L. Calendine, M.D.
Title: President

Administrator:

PHYDATA, LLC

By: 
Name: Ryan Brown
Title: General Counsel

Tab 5

Attachment A, 6

Site Entitlement

Commercial Lease

This lease is made between **Progressive Land Company, GP** of Clarksville, TN, herein called Lessor, and **Middle Tennessee Imaging, LLC d/b/a Premier Radiology** of Nashville, TN, herein called Lessee. Lessee hereby offers to lease from Lessor the premises situated in the City of Clarksville, County of Montgomery, State of Tennessee, described as office space upon the following TERMS and CONDITIONS:

1. Term and Rent. Lessor demises the above premises for a term of 3 years, commencing September 15, 2014 and terminating on September 15, 2017, or sooner as provided herein at the annual rental rate of \$23.96/per square ft. payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified above. Total square footage for Lessee is 1253. Amount to be paid to Progressive Land Company each month is \$2501.82 and due on the 1st of each month. The leased area is for (5) five days a week and includes the parking lot space, the front desk area, 1 exam room and restrooms. The annual rental rate could increase up to 2% per year to adjust for taxes, insurance and maintenance.

2. Use. Lessee shall use and occupy the premises as a medical facility and to provide MRI Services using a mobile unit. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose. Lessee shall not use the premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device.

3. Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition.

4. Alterations. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.

5. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

6. Utilities. All applications and connections for necessary utility services on the demised premises shall be due within fifteen (15) days of invoice for Lessee's respective portion. These utilities include sewer, water, gas, electricity, telephone, fax, internet, cable, trash removal, biohazard removal, and janitorial services. The Lessor will bill the Lessee for their prorated portion each month as the utility bills become due.

Lessee acknowledges that the leased premises are designed to provide standard office use electrical facilities and standard office lighting. Lessee shall not use any equipment or devices that utilize excessive electrical energy or that may, in Lessor's reasonable

opinion, overload the wiring or interfere with electrical services to other tenants. Lessee shall be permitted to operate a mobile MRI unit which requires high voltage electrical hookup, which Landlord has made available to tenant. The high voltage hookup will be separately metered and paid for by the tenant.

7. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

8. Possession. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 90 days of the commencement of the term hereof.

9. Indemnification of Lessor. To the extent of the law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof that result from or arise out of the operations of Lessee's business. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence. Said indemnification shall include indemnity from any costs or fee which Lessor may incur in defending said claim. Lessee shall not be responsible for damages or injuries that result from the action of the Lessor or from the actions of any other tenants using the demised premises. The Lessee agrees to indemnify Lessor from any cost or fee, including, but not limited to, attorney fees, which Lessor may incur in defending said claim whether or not litigation is commenced.

10. Insurance. Lessee, at its expense, shall maintain public liability insurance, workers' compensation insurance, malpractice insurance, and personal property insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage, defined as no less than One Million Dollars and Zero Cents (\$1,000,000.00), as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

If the leased premises or any other part of the building is damaged by fire or other casualty resulting from any act of negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance. Lessor will be responsible for maintaining the general liability and fire insurance on the building.

11. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease

12. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within **10 days (and a 5% late charge)**, after the giving of such notice then Lessor may terminate this lease on not less than **15 days'** notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, without extinguishing Lessee's liability. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

13. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of Two thousand five hundred one dollars and eighty-two cents (**\$2501.82**) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

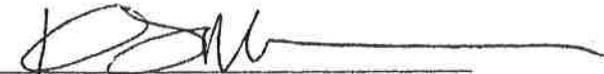
14. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of **3 years** commencing at the expiration of the initial lease term. A **90 day** written notice will be given to the Lessee of any such alters by the Lessor. Also, the renewal option shall be exercised by written notice given to Lessor not less than **90 days** prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

15. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

16. Attorney Fees. The parties agree that should litigation arise in relation to the Lease agreement or its enforcement as between Landlord and Tenant, then the losing party agrees to pay to the prevailing party the amount of such prevailing party's reasonable attorney's fees, expenses and court costs.

Signed this 3rd day of December, 2014.

Lessor:



Keith D. Starweather, MD

Owner

Progressive Land Company, GP

Lessee:



Middle Tennessee Imaging, LLC
General Counsel - CLO

"Middle Tennessee Imaging, LLC" Site Lease

Start Sep 15, 2014
 End Sep 14, 2017

Monthly \$2,501.82 \$2,551.86 \$2,602.89
 Max Escalation 2.0% 2.0%

Year 1		Year 2		Year 3	
Sep-14	\$2,501.82	Sep-15	\$2,551.86	Sep-16	\$2,602.89
Oct-14	\$2,501.82	Oct-15	\$2,551.86	Oct-16	\$2,602.89
Nov-14	\$2,501.82	Nov-15	\$2,551.86	Nov-16	\$2,602.89
Dec-14	\$2,501.82	Dec-15	\$2,551.86	Dec-16	\$2,602.89
Jan-15	\$2,501.82	Jan-16	\$2,551.86	Jan-17	\$2,602.89
Feb-15	\$2,501.82	Feb-16	\$2,551.86	Feb-17	\$2,602.89
Mar-15	\$2,501.82	Mar-16	\$2,551.86	Mar-17	\$2,602.89
Apr-15	\$2,501.82	Apr-16	\$2,551.86	Apr-17	\$2,602.89
May-15	\$2,501.82	May-16	\$2,551.86	May-17	\$2,602.89
Jun-15	\$2,501.82	Jun-16	\$2,551.86	Jun-17	\$2,602.89
Jul-15	\$2,501.82	Jul-16	\$2,551.86	Jul-17	\$2,602.89
Aug-15	\$2,501.82	Aug-16	\$2,551.86	Aug-17	\$2,602.89

Remaining lease payments (shaded) \$15,311.14 \$31,234.72 = \$46,545.86



PROFESSIONAL PARK DR 980 A

(C) is for separate City Tax, (C/A) for City Tax Addon
 (ADD) is for County Tax Addon
 (BK) for Bankruptcy
 (CM) for Clerk&Master
 (AP) for Under Appeal

DS 06 MapNum 40 GP B CtrlMap 40B Parcel 2.00 I P S-I 001

Owner Information

Owner: PROGRESSIVE LAND CO PROGRESSIVE LA...

Pers.Prop. Value: \$120,947.00

Address: 980 PROFESSIONAL PARK DR A
 CLARKSVILLE, TN 37040

Total Value: \$120,947.00
 Assessment: 30% * \$120,947.00 = \$36,284.00

Parcel Details

Deed Information	Plat Information	Property Information
---	---	Property Address: PROFESSIONAL PARK DR 980 A
---	---	Subdivision: N/A
---	---	Dimensions: N/A
---	---	Calculated Acres: 0.0 Deeded Acres: 0.00

Parcel History

Year	Bill#	Name	Date	Base Tax	Total Paid	Balance Due	Method	Details	Payee
2015	84018	PROGRESSIVE LAND CO PROGRESSIV...	2016-02-27	1,114.00	1,114.00	0.00	CHECK	1746	PROGRESSIVE LAND COMPANY 980 PROF
2014	84002	PROGRESSIVE LAND CO PROGRESSIV...	2015-02-28	1,409.00	1,409.00	0.00	CHECK	1659	PROGRESSIVE LAND COMPANY L SUITE
2013	53434	PROGRESSIVE LAND CO PROGRESSIV...	2014-02-22	1,803.00	1,803.00	0.00	CHECK	1559	PROGRESSIVE LAND CO PROGRESSIVE L
2012	52566	PROGRESSIVE LAND CO PROGRESSIV...	2013-02-05	2,163.00	2,163.00	0.00	CHECK	1470	PROGRESSIVE LAND COMPANY LLC ST
2011	50462	PROGRESSIVE LAND CO		2,538.00	2,538.00	0.00	N/A	N/A	N/A

Tab 6

Attachment A, 13

MCO/BHO Participation

Saint Thomas Health Imaging – Managed Care Contracts

- Aetna
- Americhoice TennCare
- Amerigroup TennCare
- Beech Street
- Bluegrass Family Health Plan
- Blue Cross Blue Shield – TN – Ntwk P & S
- BlueCare/TennCare Select
- Bridgestone Firestone – WC arrangement
- Center Care Network
- Cigna HMO, POS, & PPO / Med Solutions
- Corvel
- Coventry / First Health
- Health Payors Organizations (HPO)
- HealthSpring HMO / Medicare Advantage
- Humana – Military – Tricare Prime
- Humana – all products
- Nissan – Work Comp arrangement
- Orchid Medical – Work Comp
- Prime Health
- Multiplan / Private Healthcare Systems
- Novanet – all products
- Signature Health Alliance – access through Bluegrass
- United Healthcare – all products
- USA Managed Care
- Windsor Health Plan of TN – MEDICARE EXTRA

Attachment B

**Equipment Vendor Quotes
Plot Plan
Service Area Access
Schematics**

Tab 7

Attachment B, II.E.3

Equipment Vendor Quotes

REVISED SALES AGREEMENT

Seller: Ed Sloan & Associates, Inc.
101 Old Stone Bridge Rd
Goodlettsville, TN 37072
Ph: 615-448-6095
Fax: 615-448-6099

Buyer: Middle Tennessee Imaging, LLC.
Attn: Michael Moreland
28 White Bridge Pike, Suite 111
Nashville, TN 37205
Ph: 615-356-5514
Fax: 615-301-0191

1. **PURCHASE AND SALE:** Seller agrees to sell and Buyer agrees to purchase from Seller the equipment listed on Exhibit "A", attached hereto and made a part hereof (the "Equipment") in accordance with the terms and conditions specified in this Sales Agreement dated as of March 31, 2016.

Delivery Date: To Be Determined. In the event that Seller has not received a counterpart of this Agreement executed by Buyer, together with the complete Purchase Price specified in paragraph 2 (i), Seller may unilaterally postpone the transfer of title until receipt, except as outlined in section 9.

Delivery Location: Clarksville, Tennessee.

2. **PURCHASE PRICE:** The Purchase Price of the Equipment is \$250,000.00, which includes Shipping and Installation.

All payments to be made via wire transfer per instructions in Exhibit B

3. **SITE PREPARATION / DRAWINGS / TRAINING:**

- (i) **SITE PREPARATION:** Buyer will be solely responsible for Equipment site preparation and related costs, including without limitation, all necessary plumbing, carpentry, electric power, building alterations and architectural plans and drawings. Buyer will insure that the Equipment site meets any Equipment specifications and that reasonable access thereto is available at the time of Equipment delivery and installation. Buyer, at its expense, will obtain all necessary planning consents, consents of landlords or adjoining owners and all other required licenses and permits whatsoever.
- (ii) **DRAWINGS AND SPECIFICATIONS:** Any drawings and/or specifications provided by Seller for the Equipment site preparation are solely for the purpose of illustrating Equipment location and stating minimum specifications for Equipment installation. **THE DRAWINGS AND/OR SPECIFICATIONS ARE NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSES.**
- (iii) **EQUIPMENT TRAINING:** Upon completion of installation, Seller's contracted personnel will be available to demonstrate the clinical application of the Equipment to Buyer's Equipment technicians and/or technologists. For purposes of this provision, clinical application means the mechanical operation of the Equipment. Upon request, Seller's personnel will be available during initial clinical use of the Equipment solely to answer the technologists' questions regarding the mechanical operation of the Equipment. **BUYER ACKNOWLEDGES THAT SELLER'S PERSONNEL WILL NOT PROVIDE ANY INFORMATION WHATSOEVER REGARDING CLINICAL PROCEDURE.**

4. **WARRANTY**

Equipment is warranted against any defects for the first 30 days from its availability for use. This warranty will cover parts and labor from 8:00 AM to 6:00 PM, Monday through Friday. Service outside of this time will be billed at Overtime rates.

SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE SUITABILITY OF THE EQUIPMENT'S SITE PREPARATION, INSTALLATION, DEMONSTRATION; THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; OR ITS COMPLIANCE WITH ANY LAW OR GOVERNMENTAL REGULATION.

5. **TITLE:** Title to the Equipment will be free and clear of all liens, claims and encumbrances of any kind and will pass to Buyer upon delivery and payment of the full Purchase Price.
6. **TAXES:** Buyer will be responsible for and will pay all applicable taxes, fees, levies, imposts, duties, withholding or other charges (including any related interest and penalties), if any, imposed by taxing authorities by reason of the sale and delivery of the Equipment.
7. **GOVERNING LAW:** Tennessee
8. **RISK OF LOSS:** Seller will be responsible for damage to or loss of the Equipment until the earlier of the Delivery Date or actual delivery of the equipment, at which point all risk of loss or damage to the Equipment shall pass to Buyer.
9. **SELLER'S REMEDIES:**
 - **OPTION TO TERMINATE:** In the event Buyer refuses or is unable to accept delivery of the Equipment then Seller, at its option, may (a) terminate this Agreement on five (5) days prior written notice to Buyer, take immediate possession of the Equipment as liquidated damages and not as a penalty; or (b) place the Equipment in storage for Buyer's benefit, in which event: (i) Seller reserves the right to charge Buyer a storage fee of \$75 per day, or part thereof, that the Equipment is stored; (ii) Buyer shall be responsible for all costs associated with maintaining the operational integrity of the Equipment (e.g., cryogenics, special power requirements, etc.) while the Equipment is being stored; and (iii) Buyer shall bear all risk of damage or loss to the Equipment. Seller's exercise of its rights under subparagraph (b) shall not preclude or prevent Seller from subsequently electing to exercise its rights under subparagraph (a) at any time. In addition to the foregoing Seller may exercise any other right or remedy available to Seller at law or in equity.
 - **FINANCE CHARGE:** In the event Buyer fails to pay for equipment when due hereunder Seller may, in addition to exercising any other remedies available to it hereunder or under applicable law, charge Buyer interest on such unpaid amount at an annual rate equal to the lower of eighteen percent (18%) or the maximum amount permitted under applicable Tennessee law. Additionally, the seller may, at their election, file a security interest in the equipment to perfect all obligations set forth in this agreement.
 - **EXPIRATION DATE:** In the event Buyer fails to execute or perform under the terms of this agreement by September 30, 2016, Seller has the option to terminate or modify its offer within this agreement.
10. **LIMITATIONS ON LIABILITY:** Notwithstanding any other provision of this Agreement to the contrary, neither party will be liable for any failure or delay in delivery or accepting delivery of the Equipment due to a cause beyond such party's reasonable control, provided that such party notifies the other, as soon as practicable under the circumstances, of the exact nature of the cause of such failure or delay, the actions being taken to remedy such cause, and the date on which such remedy is expected to be completed. Buyer's inability to pay the Purchase Price as and when due shall not be deemed to be beyond Buyer's "reasonable control" as used herein. Neither party will be liable for special, consequential or incidental damages even if that party has been informed that such damages are possible.
11. **LICENSED PRODUCTS:** Seller does not convey any title to any software or other licensed products ("Products") that may be attached to the Equipment delivered to Buyer, and the Products will at all times remain the property of the owner. Prior to the legal use of any Products, Buyer will be responsible to obtain or cause to be obtained a license to use the Products from the owner. Buyer agrees to treat the Products as confidential information of the owner, to observe all copyright restrictions, and not to reproduce or sell the Products.
12. **USE AND OPERATION:** Buyer warrants that the Equipment will be used, operated and otherwise be in compliance with (a) any established operating procedures of the manufacturer, and (b) all applicable statutes, regulations and orders of any governmental body having the power to regulate the Equipment or its use. Buyer further warrants that the Equipment will be operated only by qualified personnel. Buyer shall indemnify and hold Seller harmless from any claim of any other party relating to Buyer's use and operation of the Equipment.
13. **ENTIRE AGREEMENT:** This Sales Agreement constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements which are not expressly referred to and incorporated herein. If Buyer has sent Seller a purchase order for the Equipment, Buyer acknowledges and agrees that in the event of any conflict between any term of this Agreement and such purchase order, the terms of this Agreement shall govern.

14. MISCELLANEOUS:

- (i) Each party represents to the other that no broker has been engaged by such party in connection with the purchase and sale of the Equipment, and agrees to indemnify and hold the other party harmless against any claim made by any third party for any fee or commission in connection with its representation of such party.
- (ii) The Equipment being supplied may contain parts and components that are different from those originally provided with the Equipment by the manufacturer and that have been obtained from different sources. This Agreement identifies the manufacturers of the major components of the Equipment.
- (iii) This Agreement may be executed in counterparts, each of which will be deemed to be an original and of equal force and effect, and all of which together shall constitute a single document. Any notice required or permitted to be given hereunder shall be sent to the recipient at the address set forth above, and shall be deemed to have been properly delivered: (a) on the date when delivered, if by hand; (b) on the date sent by facsimile transmission, if evidenced by a confirmation generated by the facsimile transmitter that such notice was transmitted; or (c) on the day after delivery to a nationally recognized courier service for overnight delivery to the recipient. A facsimile transmission of an executed original of this Agreement shall constitute a duly delivered and legally binding document.
- (iv) This Agreement may be terminated by the Buyer through September 30, 2016, if Buyer is not granted approval by the state to initiate fixed site MRI services in Clarksville, TN, by providing written notice to the Seller within 5 business days of its state hearing.

Buyer: Middle Tennessee Imaging, LLC.

By: Michael R. McDaniel

Title: Manager

Date: 3/31/16

Seller: Ed Sloan & Associates, Inc.

By: Edward A. Sloan

Title: Pres/CEO

Date: March 31, 2016

Exhibit 'A'

Equipment Configurations

1 ea GE 1.5T MRI – Unit Price as Configured: \$250,000.00

CXK4 Short Bore Magnet
Software/Options: Version 11.0
ACGD Gradient Amp
8103 RF Amp
HP Computer
Docking Table

Software:

Tricks, Propeller, Asset
SE, FSE, FRFSE (2D and 3D), SSFSE
FLAIR (T1 and T2)
FIESTA, DOUBLE IR, TRIPLE IR
2D GRE, FGRE, SPGR, FSPGR
3D GRE, SPECIAL
DUAL ECHO GRE
SMARTPREP, FLUORO TRIGGERING
COSMIC, LAVA, DWI

Coils to Include:

8 Channel Torso Array, 8 Channel Knee, 8 Channel Wrist, 8 Channel Shoulder,
8 Channel NV Array, 8 Channel CTL Spine

Exhibit B

Wire Transfer Instructions

Regions Bank
112 Long Hollow Pike
Goodlettsville TN 37072

ABA #

Acct #

Ed Sloan & Associates
101 Old Stone Bridge Rd
Goodlettsville, TN. 37072

Tab 8

Attachment B, III.(A)

Plot Plan

Google Maps 980 Professional Park Dr



Imagery ©2016 Google, Map data ©2016 Google 100 ft



980 Professional Park Dr
Clarksville, TN 37040



At this location

Bone & Joint Group: Schmidt Tamikka MD

Doctor · Professional Park Dr

Center for Neurological Treatment & Research

Neurologist · Professional Park Dr

Opens at 8:30 AM

Eye Health Partners & VisionAmerica

Eye Care Center · Professional Park Dr

Opens at 9:00 AM

John L. Stanton, MD

Orthopedic Surgeon · Professional Park Dr

Open until 5:00 PM

Keith D. Starkweather, MD

Orthopedic Surgeon · Professional Park Dr

PainMD Pain and Wellness Clinics

3.9 (8)

Medical Clinic · Professional Park Dr

Premier Radiology - Clarkville

Medical Diagnostic Imaging Center · Professional Park Dr

Select Physical Therapy - Clarksville Professional Park

Physical Therapy Clinic · Professional Park Dr

Smart Kelly M

Doctor · Professional Park Dr

The Bone & Joint Group

Medical Clinic · Professional Park Dr

Opens at 8:00 AM

Google Maps

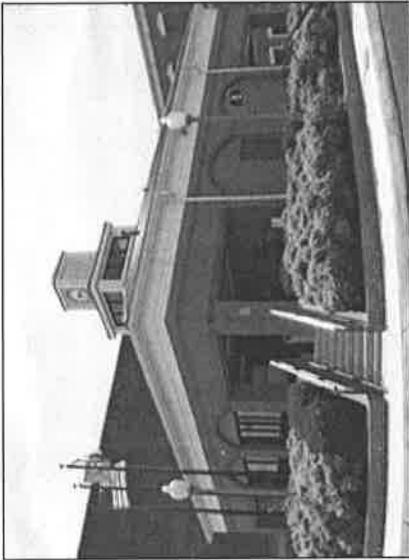
Tab 9

Attachment B, III.(B).1

Service Area Access



CLARKSVILLE TRANSIT



All buses leave the Transit Center, located at 200 Legion Street, at approximately the same time and travel to the outer reaches of the city. The buses then return to the Transit Center at approximately the same time, enabling passengers to transfer from one route to another route to reach their final destination. Additionally, there are transfer points along each route for quicker transport.

By using the route maps, you can identify which route serves your needs.

If you need to travel into areas which are serviced by demand response buses, please call the information phone number one hour in advance or advise the bus operator you need this service. To find out if you live in a demand response area, please call:

CTS Information Phone Number: 931-553-2429

Please be patient between the hours of 2 p.m. – 7 p.m. as traffic congestion may cause bus delays.

Routes: 4:30 a.m. - 9 p.m.

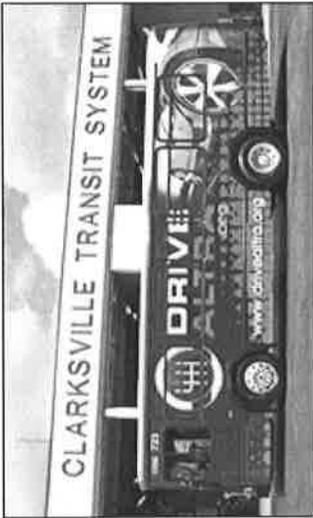
Transit Center: Monday through Friday 5:30 a.m. - 8 p.m.; Saturday 6:30 a.m. - 8 p.m.

There is no CTS service on Sundays.

Advertising with CTS

Are you interested in advertising with CTS? Our buses are a great advertising tool! CTS buses cover the majority of the City of Clarksville and we

rotate our buses daily. This guarantees city-wide coverage of your business ad. Please contact Norman Quirion at 931-553-2430 email norman.quirion@cityofclarksville.com



Mission Statement

The mission of the Clarksville Transit System is to plan, implement, maintain and manage a public transportation system that allows for maximum mobility for the community with emphasis on safety, quality and efficiency.

The Lift



The lift is a service for older people and the disabled. To qualify to receive this service you must complete an application and return it to the Transit Office located on 430 Bollin Lane. After being approved by CTS, passengers will have to call the day before your trip on the phone at (931)553-2470 before 4:30PM to reserve your appointment. The cost for this service is \$2.50 per ride. Call for more information. Thank You

Title VI Policy

The City of Clarksville operates its programs and services without regard to race, color and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Clarksville.

For more information on the City of Clarksville's civil rights program, and the procedures to file a complaint, contact Debbie Smith at 931.648.6113 or debbie.smith@cityofclarksville.com or visit our administrative office at One Public Square, Clarksville, TN 37040.>

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TRC, 1200 New Jersey Ave., SE, Washington, DC 20590

Disadvantaged Business Enterprise (DBE) Program

This program was developed by the Federal Highway Administration and is administered by the Tennessee Department of Transportation Civil Rights Office Small Business Development Program to encourage minority, female and other disadvantaged firms to work in the highway/bridge industry. Both state and federal construction project and monies are included in it.

Tennessee Uniform Certification Program (TNUCP)

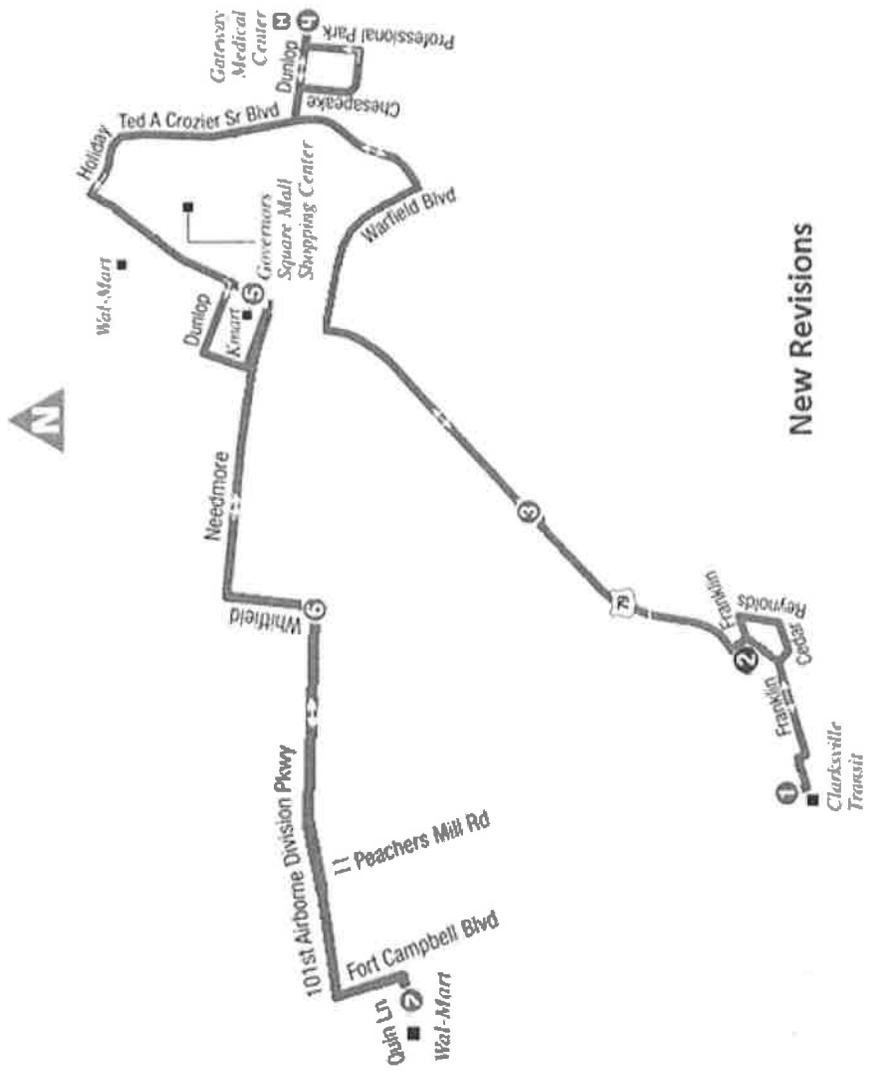
The TNUCP is charged with the responsibility of certifying firms for the purpose of maintaining a database of certified DBEs for the United State Department of Transportation (USDOT) grantees in the state of Tennessee. The objective is to ensure that disadvantaged business firms have the maximum opportunity to participate in DOT assisted contracts.

For more information or to become a Disadvantaged Business Enterprise (DBE) firm contact:
125

Tennessee Department of Transportation
Small Business Development Program
Suite 1800, James K. Polk Building
505 Deaderick Street
Nashville, TN 37243-0347
(888) 370-3647
(615) 741-3681

ROUTE 8 - 101 EXPRESS / GATEWAY MEDICAL CTR.

ROUTE 8



* View Route 8 in a Larger Map

ROUTE 8 & GATEWAY MEDICAL MONDAY - SATURDAY

	BUS LEAVES TRANSIT CENTER	BUS LEAVES COLLEGE ST & HOMERUS	BUS LEAVES DUNBAR CAFE & WILMA RUDOLPH	BUS LEAVES GATEWAY MEDICAL CENTER	BUS LEAVES DUNBAR CAFE & WILMA RUDOLPH	BUS LEAVES KIMMATT WILMA RUDOLPH BLVD	BUS LEAVES 10TH AUBURN DRY & WHITFIELD	BUS LEAVES WAL-MART NORTH	BUS LEAVES WAL-MART NORTH	BUS LEAVES 10TH AUBURN DRY & WHITFIELD	BUS LEAVES KIMMATT WILMA RUDOLPH BLVD	BUS LEAVES GATEWAY MEDICAL CENTER	BUS LEAVES DUNBAR CAFE & WILMA RUDOLPH	BUS LEAVES COLLEGE ST & HOMERUS	BUS ARRIVES TRANSIT CENTER
A.M.	5:00	5:05	5:08	5:22	5:32	5:40	5:53	5:57	6:05	6:17	6:29	6:40	6:49	6:50	
	6:00	6:05	6:08	6:22	6:32	6:40	6:52	6:57	7:05	7:17	7:29	7:40	7:49	7:50	
	7:00	7:05	7:08	7:22	7:32	7:40	7:52	7:57	8:05	8:17	8:29	8:40	8:49	8:50	
	8:00	8:05	8:08	8:22	8:32	8:40	8:52	8:57	9:05	9:17	9:29	9:40	9:49	9:50	
	9:00	9:05	9:08	9:22	9:32	9:40	9:52	9:57	10:05	10:17	10:29	10:40	10:49	10:50	
	10:00	10:05	10:08	10:22	10:32	10:40	10:52	10:57	11:05	11:17	11:29	11:40	11:49	11:50	
	11:00	11:05	11:08	11:22	11:32	11:40	11:52	11:57	12:05	12:17	12:29	12:40	12:49	12:50	
P.M.	1:00	1:05	1:08	1:22	1:32	1:40	1:52	1:57	2:05	2:17	2:29	2:40	2:49	2:50	
	2:00	2:05	2:08	2:22	2:32	2:40	2:52	2:57	3:05	3:17	3:29	3:40	3:49	3:50	
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	5:00	5:05	5:08	5:22	5:32	5:40	5:52	5:57	6:05	6:17	6:29	6:40	6:49	6:50	
	6:00	6:05	6:08	6:22	6:32	6:40	6:52	6:57	7:05	7:17	7:29	7:40	7:49	7:50	
	7:00	7:05	7:08	7:22	7:32	7:40	7:52								
MONDAY - FRIDAY															
P.M. EXPRESS	8:00	8:05	8:08	8:22							8:21	8:40	8:41	8:50	

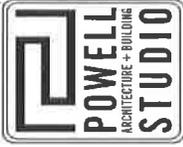
THESE AREAS WILL NOT BE SERVICED ON THE EXPRESS RUN.

EXPRESS TRIPS OPERATE ON SATURDAY

Tab 10

Attachment B, IV

Schematics



powellarchitects.com
615.328.5000
904A MAIN STREET
NASHVILLE, TN 37206

CLARKSVILLE MRI

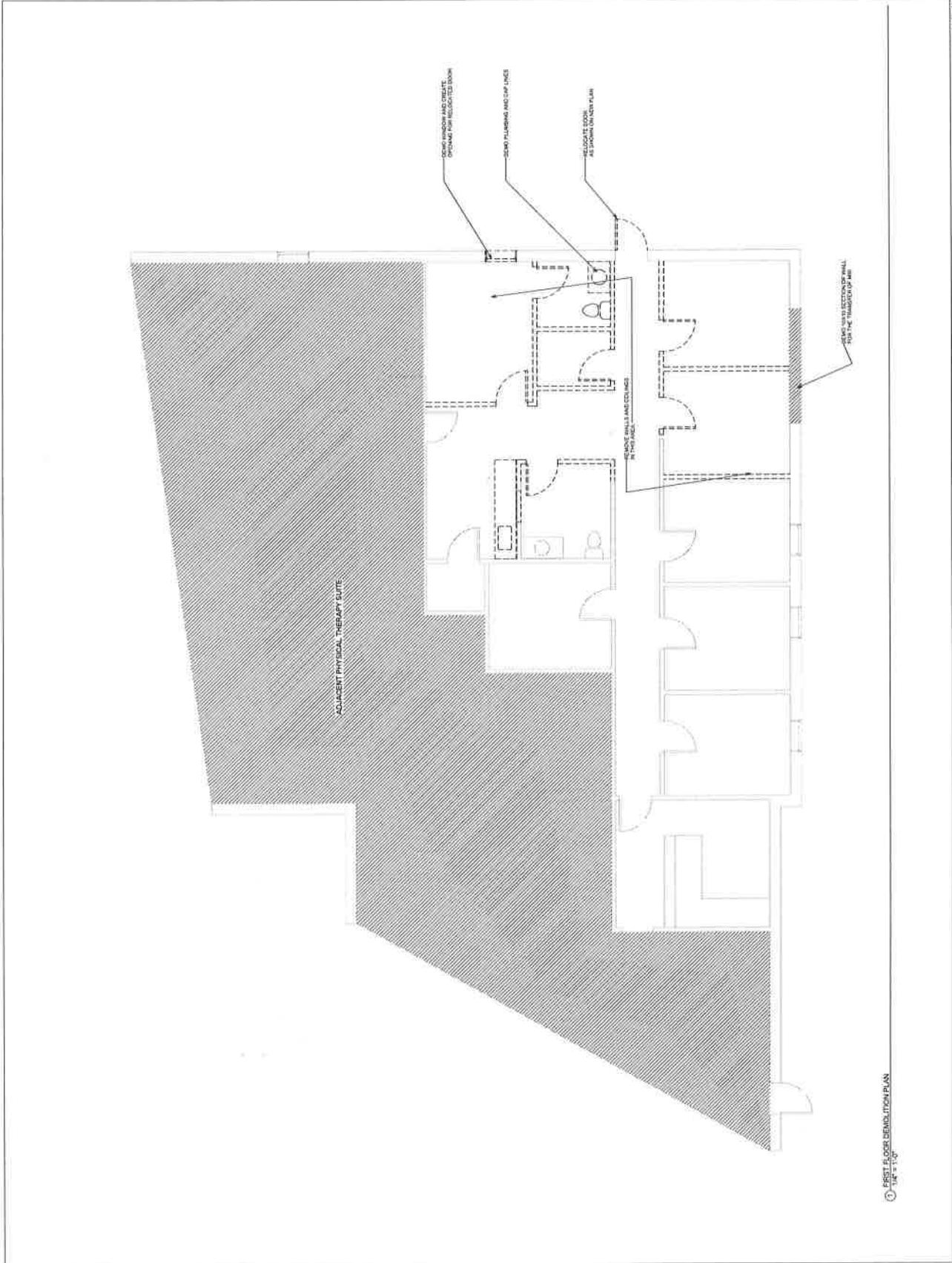
Not For Construction
CLARKSVILLE, TN

Project #	15013
Project Architect/Designer	
Drawn by/Author	
Project Director/Checker	
Phase	10%

Rev #	Description	By	Date
Δ			

12.04.15

A000 DEMO PLAN





powellarchitects.com
615.320.5080
904A MAIN STREET
NASHVILLE, TN 37206

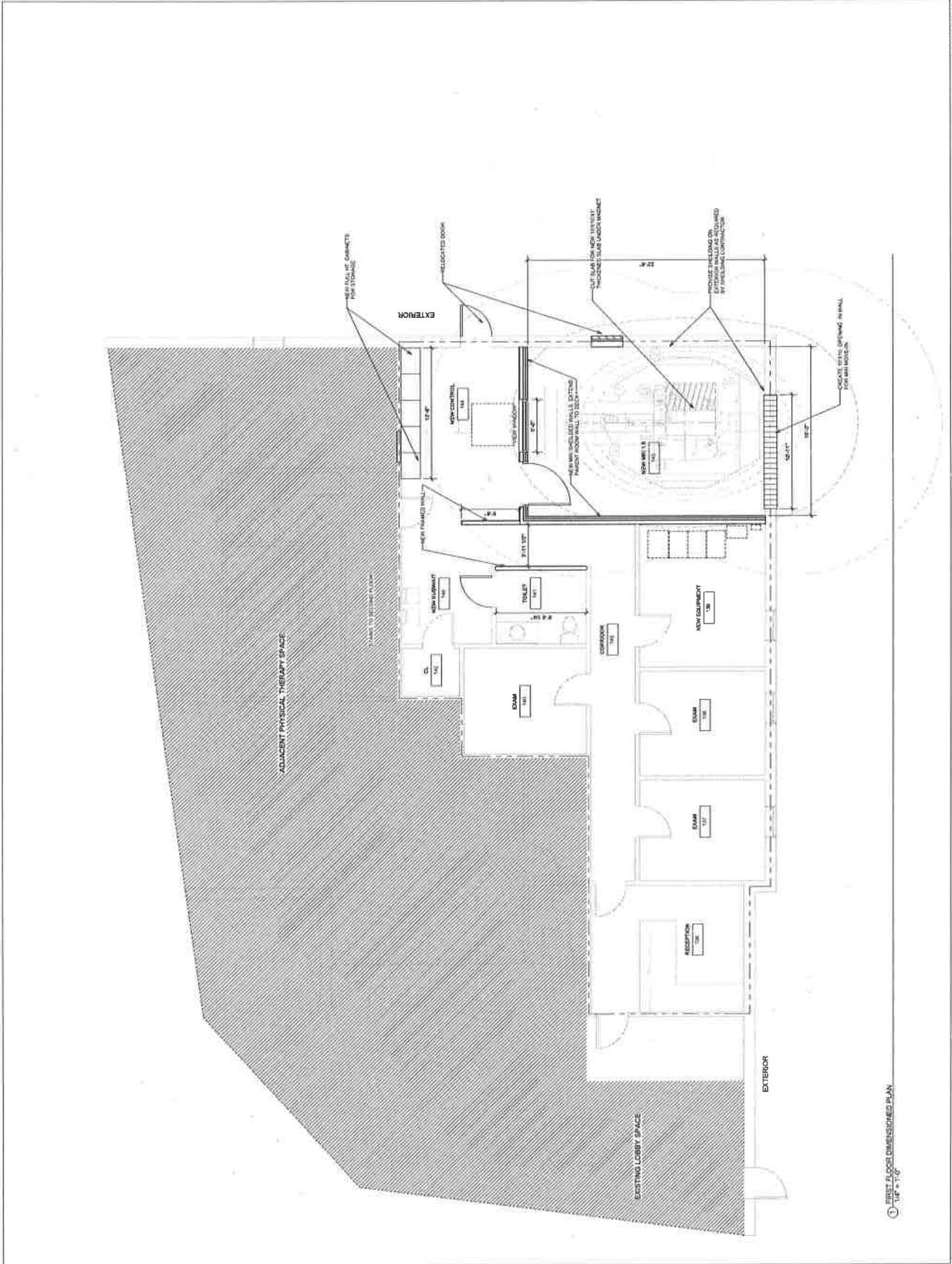
CLARKSVILLE MRI

Not For Construction
CLARKSVILLE, TN

Project #:	10023
Project Architect/MS	Drawn by: MS
Project Director -	Phase: 10%
Revision Schedule	Rev. Date

12.04.15

A111 FIRST FLOOR DIMENSIONED PLAN



1. FIRST FLOOR DIMENSIONED PLAN
1/8" = 1'-0"

Attachment C

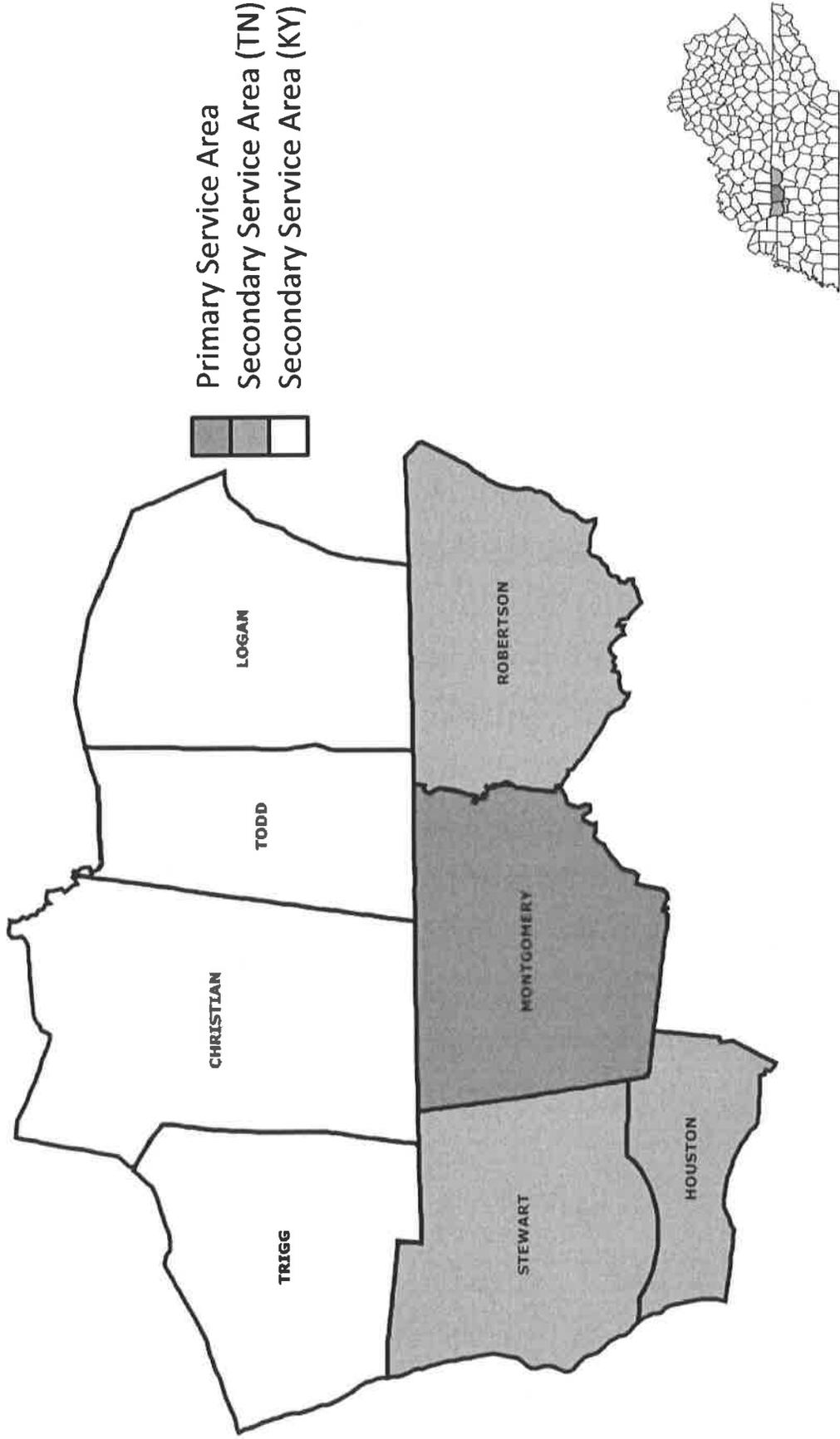
**Service Area Map and Patient Origin Data
FDA Documentation
Construction Costs Verification Letter
Radiologist CVs
Service Area TennCare Population
Historical MRI Utilization
Verification of Funding
Balance Sheet and Income Statement
Facility License, ACR Accreditation**

Tab 11

**Attachment C
Need - 1**

Service Area Map and Patient Origin Data

Service Area Map



**Mobile MRI Medical Services
2015 Patient Origin**

County	Patients	Percent	Cumulative
Montgomery	1,297	67.2%	67.2%
Stewart	143	7.4%	74.6%
State of KY	130	6.7%	81.3%
Robertson	87	4.5%	85.8%
Houston	66	3.4%	89.2%
Sutotal	1,723	89.2%	
Other	208	10.8%	100.0%
Total	1,931	100.0%	

Source: 2015 ODC JAR

Tab 12

**Attachment C
Need - 1**

FDA Documentation



NOV - 9 2005

GE Healthcare

P.O. Box 414, Milwaukee, WI 53201

K052978
510(k) Summary

This 510(k) summary of safety and effectiveness information is submitted in accordance with the requirements of 21 CFR Part 807.92(c).

Submitter: GE Healthcare
PO Box 414
Milwaukee, WI 53201

Contact Person: Larry A. Kroger Ph.D.
Senior Regulatory Programs Manager

Telephone: 262- 544-3894

Fax: 262- 548-4768

Date Prepared: October 18, 2005

Device Name:

GE 1.5T Signa[®] HDe MR System
Magnetic Resonance Diagnostic System, 21 CFR 892.1000, 90-LNH

Marketed Device:

The 1.5T Signa[®] HDe MR System is substantially equivalent to the currently marketed GE 1.5T AND 3.0T Signa[®] HDx MR SYSTEM (K052293) with the main differences being a change to the receive chain architecture that includes fully digital eight independent receive channels.

Device Description:

The 1.5T Signa[®] HDe MR systems are a modification to the previously cleared MR systems K052293 which utilizes a superconducting magnet to acquire 2D single-slice and multi-slice, and 3D volume images. The 1.5T Signa[®] HDe Magnetic Resonance System features a superconducting magnet operating at 1.5T. The data acquisition system supports 1, 4, 8 independent receive channels and multiple independent coil elements per channel during a single acquisition series. The system can image in the sagittal, coronal, axial, oblique and double oblique planes, using various pulse sequences. Images are acquired and reconstructed using 2D and 3D Fourier transformation techniques. The system is intended for high-resolution anatomical applications and short scan times. The 1.5T Signa[®] HDe MR system is also compatible in a mobile configuration.

Indications for Use:

The GE Signa[®] HDe MR system is a whole body magnetic resonance scanner designed to support high resolution, high signal-to-noise ratio, and short scan times. The Signa[®] HDe MR system is indicated for use as a diagnostic imaging device to produce axial sagittal, coronal and oblique images, spectra, dynamic images of the internal structures and organs of the entire body, including, but not limited to, head, neck, TMJ, spine, breast, heart, abdomen, pelvis, joints, prostate, blood vessels, and musculoskeletal regions of the body. The images produced by the Signa[®] HDe system reflect the spatial distribution of protons (hydrogen nuclei)



GE Healthcare

P.O. Box 414, Milwaukee, WI 53201

exhibiting magnetic resonance. These images and/or spectra when interpreted by a trained physician yield information that may assist in diagnosis.

Comparison with Predicate Device:

The 1.5T Signa[®] HDe MR Systems are a modification of the previously cleared MR systems K052293 with the main differences being the change to the receive chain architecture that includes fully digital eight independent receive channels.

Summary of Studies:

The 1.5T Signa[®] HDe Magnetic Resonance Systems were evaluated to the appropriate NEMA performance standards as well as the IEC 60601-1 International Medical Equipment Safety standard and IEC 60061-2-33 Particular Requirements for Safety of Magnetic Resonance Equipment for Medical Diagnosis. The 1.5T Signa[®] HDe Magnetic Resonance System is comparable to the currently marketed GE 1.5T AND 3.0T Signa[®] HDx MR SYSTEM.

Conclusion:

It is the opinion of GE that the 1.5T Signa[®] HDe Magnetic Resonance System is substantially equivalent to the GE 1.5T AND 3.0T Signa[®] HDx Magnetic Resonance System. Usage of the 1.5T Signa[®] HDe Magnetic Resonance System does not result in any new potential hazards.



NOV - 9 2005

Food and Drug Administration
9200 Corporate Boulevard
Rockville MD 20850

Mr. Larry A. Kroger, Ph.D.
Senior Regulatory Programs Manager
GE HEALTHCARE
3200 Grandview Boulevard
WAUKESHA WI 53188

Re.: K052978
Trade/Device Name: GE. 1.5T Signa HDe
MR System
Regulation Number: 21 CFR 892.1000
Regulation Name: Magnetic resonance
diagnostic device
Regulatory Class: II
Product Code: LNH
Dated: October 18, 2005
Received: October 24, 2005

Dear Dr. Kroger:

We have reviewed your Section 510(k) premarket notification of intent to market the device referenced above and have determined the device is substantially equivalent (for the indications for use stated in the enclosure) to legally marketed predicate devices marketed in interstate commerce prior to May 28, 1976, the enactment date of the Medical Device Amendments or to devices that have been reclassified in accordance with the provisions of the Federal Food, Drug, and Cosmetic Act (Act) that do not require approval of a premarket approval (PMA). You may, therefore, market the device, subject to the general controls provisions of the Act. The general controls provisions of the Act include requirements for annual registration, listing of devices, good manufacturing practice, labeling, and prohibitions against misbranding and adulteration.

If your device is classified (see above) into either class II (Special Controls) or class III (PMA), it may be subject to additional controls. Existing major regulations affecting your device can be found in the Code of Federal Regulations, Title 21, Parts 800 to 898. In addition, FDA may publish further announcements concerning your device in the Federal Register.

Please be advised that FDA's issuance of a substantial equivalence determination does not mean that FDA has made a determination that your device complies with other requirements of the Act or any Federal statutes and regulations administered by other Federal agencies. You must comply with all the Act's requirements, including, but not limited to: registration and listing (21 CFR Part 807); labeling (21 CFR Part 801); good manufacturing practice requirements as set forth in the quality systems (QS) regulation (21 CFR Part 820); and if applicable, the electronic product radiation control provisions (sections 531-542 of the Act); 21 CFR 1000-1050.

This letter will allow you to begin marketing your device as described in your Section 510(k) premarket notification. The FDA finding of substantial equivalence of your device to a legally marketed predicate device results in a classification for your device and thus, permits your device to proceed to the market.

If you desire specific advice for your device on our labeling regulation (21 CFR Part 801), please contact the Office of Compliance at one of the following numbers, based on the regulation number at the top of this letter:

21 CFR 876.xxxx	(Gastroenterology/Renal/Urology)	240-276-0115
21 CFR 884.xxxx	(Obstetrics/Gynecology)	240-276-0115
21 CFR 892.xxxx	(Radiology)	240-276-0120
Other		240-276-0100

Also, please note the regulation entitled, "Misbranding by reference to premarket notification" (21 CFR 807.97). You may obtain other general information on your responsibilities under the Act from the Division of Small Manufacturers, International and Consumer Assistance at its toll-free number (800) 638-2041 or (301) 443-6597 or at its Internet address <http://www.fda.gov/cdrh/industry/support/index.html>.

Sincerely yours,



Nancy C. Brogdon
Director, Division of Reproductive,
Abdominal, and Radiological Devices
Office of Device Evaluation
Center for Devices and Radiological Health

Enclosure



Indications for Use

510(k) Number (if known): K052978

Device Name:

GE 1.5T Signa® HDe MR System

Indications for Use:

The GE Signa® HDe MR system is a whole body magnetic resonance scanner designed to support high resolution, high signal-to-noise ratio, and short scan times. The Signa® HDe MR system is indicated for use as a diagnostic imaging device to produce axial sagittal, coronal and oblique images, spectra, dynamic images of the internal structures and organs of the entire body, including, but not limited to, head, neck, TMJ, spine, breast, heart, abdomen, pelvis, joints, prostate, blood vessels, and musculoskeletal regions of the body. The images produced by the Signa® HDe system reflect the spatial distribution of protons (hydrogen nuclei) exhibiting magnetic resonance. These images and/or spectra when interpreted by a trained physician yield information that may assist in diagnosis.

Prescription Use X
(Part 21 CFR 801 Subpart D)

AND/OR

Over-The-Counter Use _____
(21 CFR 801 Subpart C)

(PLEASE DO NOT WRITE BELOW THIS LINE-CONTINUE ON ANOTHER PAGE IF
NEEDED)

Concurrence of CDRH, Office of Device Evaluation (ODE)

Nancy Crogdon
(Division Sign-Off)
Division of Reproductive, Abdominal,
and Radiological Devices
510(k) Number K052978

Tab 13

**Attachment C
Need - 1**

Construction Costs Verification Letter



Powell Construction Studio, LLC
 904 Main Street, Suite A-1
 Nashville, TN 37206
 P: 6153205000 • F:

Revision: Original

Clarksville MRI
 Clarksville
 Clarksville, TN 37206

Printed On: 3/1/16

Please find enclosed industry standard sectional Division pricing breakdown on the above referenced project as you requested.

Division	Total
01 General Conditions	\$21,950.20
02 Site Work	\$4,155.00
03 Concrete	\$6,030.00
04 Masonry	\$4,522.50
05 Steel	\$1,507.50
06 Carpentry	\$2,513.51
07 Moisture & Thermal Protection	\$3,517.50
08 Doors, Windows & Glass	\$1,152.38
09 Finishes	\$36,183.02
10 Specialities	\$0.00
12 Furnishings	\$10,050.00
15 Mechanical	\$128,137.50
16 Electrical	\$40,199.99
Total	\$259,919.10
Cost/Sq. Foot (Sq Ft): 1,072	\$242.46

We appreciate the opportunity to be included in this project, if you have any questions, please feel free to call.

Thank you,

Marc Dail

LEE International



8125 Elderwood, Shreveport, LA 71107
Phone (318) 347-3198 Fax (318) 929-1719

Michael Moreland
Premier Imaging
28 White Bridge Pike
Suite #111
Nashville, TN 37205

Construction Estimate
Project in Clarksville TN 37040

Build an MRI Room as follows:

- Supply and install an RF Shield including all penetrations and door.
- Test RF Shield at completion.
- Provide Power, HVAC and Plumbing as required.
- Provide Cryogen Exhaust Piping.
- Provide finished floor, painted walls and hung ceiling.
- Secure Building Permit.

Total Cost = \$250,000.00

Dwight Scheible
VP Lee International LLC

Tab 14

**Attachment C
Need - 1**

Radiologist CVs and Transfer Agreements

Daniel J. Wunder, M.D.



ADDRESS: 110 Meadowpointe East
Hendersonville, TN 37075-5917

E-MAIL ADDRESS: dwunder@comcast.net

TELEPHONE: Home (615) 822-0302 / Cell (615) 289-5280

BIRTHDATE: September 18, 1964

BIRTHPLACE: Wright-Patterson AFB, Fairborn, Ohio

EDUCATION:

High School	Mobridge High School Mobridge, South Dakota 57601
Undergraduate School	University of South Dakota 414 East Clark St. Vermillion, SD 57069 August 1982 - May 1986 Degree: B.S. - Chemistry, University Scholar
Medical School	University of South Dakota School of Medicine 414 East Clark St. Vermillion, SD 57069 August 1986 - May 1990 Degree: M.D.
Honors	Phi Eta Sigma, Phi Beta Kappa, University Scholar, Magna Cum Laude, Member of John Hopkins 1990 Medical Expedition to Nepal
Residency	Diagnostic Radiology University of Tennessee, Memphis 800 Madison Avenue Memphis, TN 38163 July 1990 - June 1994 Chief Resident 1993 - 1994
Fellowship	Vascular Interventional Radiology University of Tennessee, Memphis 800 Madison Avenue Memphis, TN 38163 July 1994 - June 1995

BOARD CERTIFICATION:

Diplomate NBME - July 1991
 Diplomate American Board of Radiology - June 1994
 CAQ In Interventional Radiology - November 1996, Jan 2007

MEDICAL LICENSES:

Tennessee [MD22132] - December 1991 - Present
 South Dakota [3832] - July 1994 - Present
 Kentucky [36677] - June 2000 - Present
 Alabama [SP.14] - October 2007-Present

SOCIETY MEMBERSHIPS:

Radiological Society of North America, 1990 - Present
 American Roentgen Ray Society, 1990 - Present
 A³CR², 1993 - 1994
 Society of Interventional Radiology, 1994 - Present
 American College of Radiology, 1996 - Present
 AMA Member 2006-Present
 AHA Radiology Council Member, 1996 -2003
 Radiology Business Managers Association, 1996 - 2007
 Society of Radiologists In Ultrasound, 1999 -2004
 Tennessee Radiological Society, 1996 - Present
 CIRREF Contributor
 IR 2000 Contributor
 RSNA Research Contributor
 AAPC 2002 -2004

APPOINTMENTS:

Clinical Instructor of Radiology
 University of Tennessee, Memphis
 Department of Radiology
 July 1994 - June 1995

Visiting Professor of Radiology
 University of Tennessee, Memphis
 Department of Radiology
 July 1995 - December 1996

Standards of Practice Committee
 Society of Cardiovascular Interventional Radiology
 July 1996 - July 2002

Medical Director, Department of Radiology
 Methodist Healthcare - McNairy Hospital
 December 1, 1997 - November 1, 1999

Medical Director, Interventional Radiology Section
 Northcrest Medical Center-Springfield TN
 August 1, 2000 - March 30, 2002

Credentials Committee
 Skyline Medical Center
 Nashville, TN
 Aug 2001-March 2003, March 2005-Present

Endovascular Committee, Chairman
 Summit Medical Center
 May 2002-March 2004

Operating Room Committee
 Skyline Medical Center
 July 2002 - Present

Stroke Committee
 Skyline Medical Center
 May 2002-Present

NeuroScience Committee

Skyline Medical Center
 November 2006 - Present

ADI Executive Committee
 Secretary
 Managing Board ADI, NOL & Phydata
 Advanced Diagnostic Imaging PC
 January 31, 2002 - Present

Distal Protection Carotid Stent Trial
 Boston Scientific
 Co Investigator
 July 2002 - Jan 2004

Protocol Committee, Chair
 ADI
 July 1, 2002 - 2004

Education Director
 ADI
 July 1, 2002 - 2004

Department Chairman
 Skyline Medical Center
 Nashville, TN
 March 2003-2005
 Sept 2007-Present

Department Vice Chairman
 Skyline Medical Center
 Nashville, TN
 March 2005-Sept 2007

Hospital Liason
 ADI
 Feb 15, 2007- Present

CURRENT PRACTICE:

Advanced Diagnostic Imaging, PC
 3024 Business Park Circle
 PO Box 249
 Goodlettsville, TN 37072-3132
 January 31, 2000 - Present

Previous Employment:

Advanced Radiology, LLP
 387 Hospital Blvd
 P.O. Box 3310
 Jackson, TN 38303-0310
 October 1, 1996 - December 31, 1999

Mitchell Radiology Associates, P.C.
 2200 N. Kimball
 Suite 950
 P.O. Box 1332
 Mitchell, SD 57301
 July 1, 1995 - August 31, 1996

PUBLICATIONS:

"Measurements within the Diffusion Layer Using a Microelectrode Probe." Engstrom, R.C., Weber, M., Wunder, D.J. Anal Chem 1986(54), 844-8.

"Quality Improvement Guidelines for Central Venous Access." Standards of Practice Committee. JVIR. 1997(8)3, 475-9.

"Quality Improvement Guidelines for Percutaneous Transhepatic Cholangiography and Biliary Drainage." Standards of Practice Committee. JVIR. 1997(8)4, 677-80.

"Quality Improvement Guidelines for Percutaneous Transcatheter Embolization." Standards of Practice Committee. JVIR. 1997(8)5, 889-94.

"Quality Improvement Guidelines for Percutaneous Management of the Thrombosed or Dysfunctional Dialysis Access." Standards of Practice Committee. JVIR. 1999(10)4, 491-8.

Interventional Radiology Coding Reference - 2003-2004 Edition. David Zielske, MD, Daniel J Wunder, MD, Ruth E. Broek, MBA

ABSTRACTS PRESENTED:

Evaluation of Various Knee Prosthesis in an Orthopaedic Practice. Presented to the American Association of Bone and Joint Surgeons by H. Phil Gross, MD, spring 1988.

Carotid Injury - Evaluation with arteriography. Spectrum of Findings. Poster Board Presentation at RSNA 1996. Selected for future publication in Radiographics.

Selective High-Dose Intraarterial Cisplatin Infusion for Treatment of Stage III and IV SCCA Tumors of the Head and Neck with Concomitant Radiation Therapy. Presented at SCVIR, March 1996 by Pamela Flick, MD.

Precinical and Clinical Evaluation of a Percutaneous Stainless Steel Greenfield Filter. Presented at SCVIR, March 1996 by K.J. Cho.

PRESENTATIONS:

- 1) CPT Coding Workshop, Presentation Health System, Feb 13, 1996, Mitchell, SD
- 2) Vascular Interventional Radiology, South Dakota State Radiologic Technologist Convention, May 4, 1996, Mitchell, SD.
- 3) ZHealth Coding Workshop, 2001 and 2002
- 4) Endovascular Repair of Abdominal Aortic Aneurysms - Grand Rounds, Skyline Medical Center March 2003
- 5) Radiofrequency Ablation of Liver Tumors - Grand Rounds, Skyline Medical Center August 19, 2003
- 6) Stereotactic breast biopsy - Skyline Medical Center Fall 2003
- 7) ABC's of Medical Imaging-Hendersonville Medical Center Spring 2004
- 8) Anatomy relevant to acute Stroke, Skyline Medical Center Fall 2005
- 9) TIPS, Skyline Medical Center Tenn Soc Gastrointestinal Nurses Assoc Sept 2006
- 10) CTA for the cardiologist Skyline Medical Center Jan 25, 2007
- 11) EVAR- Current status. TN Surgical Technologists and Assistants, Nashville, TN March 2, 2007
- 12) Anatomy relevant to acute Stroke, Skyline Medical Center, Nov 27, 2007
- 13) Stereotactic breast biopsy - Skyline Medical Center Madison Campus Fall 2007

RESEARCH:

Phase III Iodixanol Contrast Study, VAMC Memphis, TN, 1992.
 Clinical Trials: Stainless Steel Over the Wire Greenfield Filter, Univ. of TN, Memphis, 1995.

Co Investigator Boston Scientific Distal Protection Carotid Stent Trial, Nashville TN 2002-2004

INTERESTS:

Flyfishing, hunting, landscaping, volleyball, rafting, tinkering and construction

REFERENCES:

James King, MD, ADI 3024 Business Park Circle, Goodlettsville, TN 37072
Mike Friday, MD, ADI 3024 Business Park Circle, Goodlettsville, TN 37072
Lee Lancaster, MD Suite 400 Skyline MOB, Nashville TN 37207

MEETINGS/CME:

RSNA, November 1989, Chicago, IL.
RSNA, November 1991, Chicago, IL. (12.25 Category 1 hours)
Radiology: Musculoskeletal and Abdominal MRI, Feb. 23-24, 1991, Memphis, TN.
Radiology: Mammography Update, Feb. 29 - Mar 1, 1992, Memphis, TN.
AFIP: July 7 - August 14, 1992, Washington, DC.
Neuro & Musculoskeletal MRI, Jan 10-15, 1993, Kona, Hawaii. (22.3 Category 1 hours)
Radiology: Update in CT & Nuclear Cardiology, Feb. 20-21, 1993, Memphis, TN.
Acuson Imaging Seminar, April 14, 1993, Memphis, TN (5.25 Category 1 hours)
13th Annual San Diego Radiology Review Course, April 18-23, 1993, San Diego, CA. (41 Category 1 hours)
Spring Interventional Radiology Course, April 24, 1993, San Diego, CA. (8 Category 1 hours) ,
American University Radiologists - A³CR², May 19-23, 1993, Cincinnati, OH.
RSNA, November 1993, Chicago, IL.
Musculoskeletal MRI, Jan. 12-14, 1994, Naples, FL. (19.5 Category 1 hours)
American University Radiologists - A³CR², May 4-7, 1994, Boston, MA. (19.5 Category 1 hours)
Memphis Radiology Meeting, May 27-30, 1994, Memphis, TN. (14.50 Category 1 hours)
Interventional Vascular Radiology Course, Nov. 18-19, 1995, Toronto, Ontario, Canada.
Society of Cardiovascular & Interventional Radiology, March 25-30, 1995, Ft. Lauderdale, FL. (37 Category 1 hours)
Society of Cardiovascular & Interventional Radiology, March 2-7, 1996, Seattle, WA. (35.5 Category 1 hours)
Mid South Symposium on Vascular Disease, April 26-27, 1996, Memphis, TN. (10.75 Category 1 hours)
Breast Imaging CME Video Program, April 16, 1996, Western Pennsylvania Hospital. (17 Category 1 hours)
SCVIR Syllabus Series, Oct. 1996 - Jan. 1997. (70 Category 1 hours)
ACR Managed Care Symposium, April 5-6, 1997, Chicago, IL. (8.5 Category 1 hours)
1997 General Risk Management Seminar, April 23, 1997 Jackson, TN (2 Category 1 hours)
Factors Affecting Thrombolysis, Discovery International, September 10, 1997. (2 Category 1 hours)
9th Annual Conference on Advanced Peripheral Techniques, September 17- 20, 1997. (21 Category 1 hours)
New Developments in Vasc. Diseases, Vol 1, #1, Chicago Pritzker SOM, September 22, 1997. (3 Category 1 hours)
Thrombolysis & PTA as Combination Therapy for Chronic Iliac Occlusion, Ammenberg Center, October 10, 1997 (1 Category 1 hour)
Thrombolysis of Venous Catheters, Discovery International, December 6, 1997 (2 Category 1 hours)
1994 Duke Radiology Summer Postgraduate Course (video course viewed 1997) (20 Category 1 hours (2 of Mammography))
Cardiac Arrest Resuscitation Exercise, February 20, 1998 (8 Category 1 hours)
1998 General Risk Management Seminar, April 22, 1998 (2 Category 1 hours)
Local Cerebral Thrombolysis, Med Educational Resources Inc., June 26-28, 1998 (17.5 Category 1 hours)
MRI 1999, Harvard Medical School, February 15 - 19, 1999 (25 Category 1 hours)
1999 General Risk Management Seminar, April 28, 1999 (2 Category 1 hours)
New Developments in Central Venous Access, May 19, 1999 (3 Category 1 hours)
Comprehensive Breast Imaging CME Video Program, July 28, 1999 Western Pennsylvania Hospital (25 Category 1 hours)
Contemporary Diagnostic Radiology, August 25, 1999 Pennsylvania Hospital (3 Category 1 hours)
Contemporary Diagnostic Radiology, October 8, 1999 Pennsylvania Hospital (3 Category 1 hours)
Soc. Radiologists in US - 9th Annual Meeting, October 8-10, 1999 Chicago, IL (20.5 Category 1 hours)
Contemporary Diagnostic Radiology, December 10, 1999 Pennsylvania Hospital (3 Category 1 hours)
Contemporary Diagnostic Radiology, January 12, 2000 Pennsylvania Hospital (3 Category 1 hours)
Hiv Disease, February 28, 2000, Western Baptist Hospital, (2 Category 1 hours)
Next Generation Thrombolytics, Feb 29, 2000, Institute of CHE, Philadelphia (1 Category 1 hour)
Peripheral Arterial Occlusion, March 9 2000, U of Pittsburgh, (1 Category 1 hour)
Contemporary Diagnostic Radiology, March 31, 2000 Pennsylvania Hospital (3 Category 1 hours-2mammo,1US)
Contemporary Diagnostic Radiology, May 2, 2000 Pennsylvania Hospital (3 Category 1 hours)
New Directions Pharmacologic Management of PVOD, May 12, 2000, Institute of CHE, Philadelphia (1 Category 1 hour)
New Pharmacologic Therapies in Treatment of PVD, May 2000, Institute of CHE, Philadelphia, (0.5 Category 1 hour)
Contemporary Diagnostic Radiology, June 28, 2000 Pennsylvania Hospital (3 Category 1 hours)
SCVIR Syllabus Series (Thoracic, Visceral & GU Interventions), June 2000. (20 Category 1 hours)
Contemporary Diagnostic Radiology, July 21, 2000 Pennsylvania Hospital (3 Category 1 hours)
Contemporary Diagnostic Radiology, Aug 11, 2000 Pennsylvania Hospital (3 Category 1 hours)
Summit Tumor Conference Aug 12, 2000 AMA (1 Category 1 hour)
Hands On Carotid Stent Meeting, Sept 7-10, 2000 Johns Hopkins (16.5 Category 1 hours)
Summit Tumor Conference Sept 27, 2000, AMA (1 Category 1 hour)
Risk Management Pointers, Oct 3, 2000 Pennsylvania Med Society (8 Category 1 hours)
SCVIR Syllabus Series Noninvasive Vasc Imaging, Oct 2000. (20 Category 1 hours)
Contemporary Diagnostic Radiology, Oct 27, 2000 Pennsylvania Hospital (3 Category 1 hours)
SCVIR Catheter Directed Thrombolysis and Cath Clearance, Oct 2000, (1 Category 1 hour)
Contemporary Diagnostic Radiology, Nov 15, 2000 Pennsylvania Hospital (3 Category 1 hours)
Contemporary Diagnostic Radiology, Dec 22, 2000 Pennsylvania Hospital (3 Category 1 hours)
SCVIR Cyberession Antiplatelet Therapy, Nov 2000 (1.5 Category 1 hours)
2001 Radiology Coding Alert: CCI Edits, CPT, ICD-9, HCPCS and RVU's (1 hour CEU credit)
SCVIR Cyberession Coding and Billing, Jan 2001(4.5 Category 1 hours)
Mediam 2001 Interventional Coding Meeting , Jan 18-19, 2001(16 CEU Credits)
SCVIR Annual Meeting Mar 3-7, 2001 (19.5 Category 1 hours)
Right Ventricular Dysfunction ACR CME, Mar 8, 2001 (2 Category 1 hours)
Baptist Stereotactic Breast Biopsy, April 20, 2001 Nashville (6 Category 1 hours)

ACR Knowledge Challenge, June 2, 2001 Hip Dysplasia (2 Category 1 hours)
 ACR Knowledge Challenge, July 30, 2001 Pet Imaging (2 Category 1 hours)
 ACR Knowledge Challenge, Sept 28, 2001 Malpractice Issues (2 Category 1 hours)
 Optimize Pay-Up for Facet Joint Injections and RF, Nov. 5, 2001 The Coding Institute (1CEU Credit)
 Use of TPA in Catheter Malfunction, Nov. 11, 2001, Postgraduate Institute of Med. (1 Category 1 Credit)
 New Developments in Vascular Diseases, Nov. 11, 2001, Univ of Chicago (4 Category 1 Credits)
 Ultrasound Quarterly Volume 17, #2 June 6, 2001 Lippincott, Williams & Wilkins (4 Category 1 Credits-US)
 New Pharm Txt for PVD, Center for HCE, Oct 18, 2001, (1.5 Category 1 hours)
 RSNA hours, Chicago, IL, Nov 26, 2001, (3.5 Category 1 hour)
 Considerations of Multidetector Scanners in CTA, Postgrad. Institute Med, Oct. 24, 2001 (1 Category 1 hour)
 Risk Management Rounds, Version 1.5, SVMIC, Oct 26, 2001 (5 Category 1 hours)
 AneuRx Stent Graft Course, Dec 10-11, 2001 Texas Heart Institute (no CME)
 Use of TPA for catheter malfunction, Dec 5, 2001, Postgraduate Institute Med (1 Category 1 hour)
 Contemporary Diagnostic Radiology, Dec 2001 Pennsylvania Hospital (31 Category 1 hours- 2 In Mammo, 5 In US, 3 In MR)
 New Era of Thrombolytics: State of Art Strategies, Jan 2002, SCVIR Syllabus (1 Category 1 hour)
 RBMA Coding Seminar Series, Jan 2002, Las Vegas (7 CEU hours)
 New Developments in Vasc Dz Vol 2 #1, Jan 7, 2002, Univ Chicago, (4 Category 1 hours)
 Renal Preservation Strategies for High Risk Pts, Jan 7, 2002, Univ Chicago, (4 Category 1 hours)
 Ultrasound Quarterly Vol 17, #3, Dec 13, 2001, (5 Category 1 hours)
 New Developments in Vascular Diseases, Vol 2, #1, Feb 5, 2002, Univ of Chicago (4 Category 1 hours)
 New Developments in Vascular Diseases, Vol 2, #2, Feb 5, 2002, Univ of Chicago (4 Category 1 hours)
 Intro to RF Thermal Ablation of Liver Lesion, Austin, TX, Feb 9, 2002, (8 Category 1 hours)
 SCVIR Cyberession Coding and Billing, Jan 2002 (6 Category 1 hours)
 ACR Knowledge Challenge, April 17, 2002 Left Ventricular Aneurysm (2 Category 1 hours)
 Contemporary Diagnostic Radiology, Mar 2002 Pennsylvania Hospital (9 Category 1 hours)
 Risk Management Essentials, June 28, 2002, Med Risk Inc, (5 Category 1 hours)
 Vascular Centers 2002, May 10-11, 2002, Soc. Interventional Radiology (11.75 Category 1 hours)
 Human Participant Protection Ed for Research Teams, July 2002, Cline-Med (2 Category 1 hours)
 ACR Knowledge Challenge, August 12, 2002 Anomalous Coronary Arteries (2 Category 1 hours)
 New Developments in Vascular Diseases, Vol 3, #1, August 20, 2002, Univ of Chicago (4 Category 1 hours)
 MR Spectroscopy, Diagnostic Imaging, CMP Healthcare Group, August 12, 2002, (1 Category 1 hour)
 Breast Imaging, USCF Interactive Series, September 8, 2002 (26 Category 1 hours)
 Differentiating factors of Thrombolytics, Safety Profile, Sept 11, 2002 (1.5 Category 1 hours)
 Multislice CT Imaging of carotid stenosis, Oct 18, 2002 (1 Category 1 hour)
 Contemporary Diagnostic Radiology, July-Sept 2002 Pennsylvania Hospital (9 Category 1 hours)
 Acute Stroke Imaging, HCA CME, Sept 24, 2002 (1 Category 1 hour)
 Speech Recognition, Diagnostic Imaging, CMP Healthcare Group, Nov 11, 2002 (1 Category 1 hour)
 CAD-Breast Imaging, Diagnostic Imaging, CMP Healthcare Group, Nov 17, 2002 (1 Category 1 hour)
 Uterine Fibroid Embolization, HCA CME, Nov 24, 2002 (1 Category 1 hour)
 Thrombolytic Therapy: Re Emergence as Standard, Univ of Wisconsin, Jan. 6, 2003 (1.5 CEUs)
 Risk management essentials for physicians part 2, May 30, 2003, Medrisk, Inc, (5 category 1 hours)
 Contemporary Diagnostic Radiology, June 30, 2003, Pennsylvania Hospital (7.5 Category 1 hours)
 Clearing the Way: Reperfusion with Thrombolytics, Univ of Wisconsin, July 2, 2003, (1 Category 1 hour)
 BLS Certification, Skyline Medical Center, Sept 8, 2003, (No Category 1 hours)
 ACLS Certification Skyline Medical Center, Sept 13, 2003, (5.1 Category 1 hours)
 Adding PET to your practice: Business and Clinical Issues, Diagnostic Imaging, CMP Healthcare Group, Sept 14, 2003, (1 Category 1 hour)
 Comparative Analysis of Outcomes and Costs of Fibrinolytic agents for PVD, Johns Hopkins SOM, Nov 7, 2003, (2 Category 1 hours)
 Contemporary Diagnostic Radiology, August 1, 2003, Pennsylvania Hospital (7.5 Category 1 hours)

Curriculum Vitae

Robert Stanley Burcham, MD

General Information:

Born: Corinth, Mississippi
Birthdate: 14 September 1968
Married: Wife, Rebecca

Education:

High School: Corinth High School, Corinth, MS, 1987

Undergraduate: Mississippi State University, Starkville, MS 1987-1992
Bachelor of Science, Aerospace Engineering
Minor, Mathematics
Cooperative Education Program

Post-Baccalaureate: Georgia State University, Atlanta, GA, 1994-1996
Non-degree, Post Baccalaureate Studies

Medical School: Medical College of Georgia, Augusta, GA, 1996-2000
Doctor of Medicine

Post-Graduate Training:

Internship: Internal Medicine
Medical College of Georgia, Augusta, GA
July 2000-June 2001

Residency: Diagnostic Radiology,
Vanderbilt University Medical Center, Nashville, TN
June 2001-July 2005

Board Certification:

American Board of Radiology: June 2005

Licensure:

Licensed Doctor of Medicine in Tennessee, Mississippi

2011 DEC 15 PM 3: 54

Aerospace Engineering Experience:

Co-operative Engineer, January 1989 - May 1990

Martin Marietta Manned Space Systems, New Orleans, LA

- Participated in development of unmanned spacecraft including acoustic & dynamic loads analysis, thermal analysis, and static stress analysis
- Developed FORTRAN program to perform buckling analysis of skin/stringer panels
- Adapted Space Shuttle External Tank structural algorithms to aid evaluation of advanced space vehicle design

Aerospace Engineer, May 1992 - March 1996

Lockheed Aeronautical Systems Company, Marietta, GA

- Performed structural analysis of F-22 graphite-honeycomb composite horizontal & vertical stabilizers
- Developed & analyzed fleet-wide repairs for USAF C-5 fleet horizontal stabilizer, flap tracks, & engine pylons
- Provided computer support for military trainer aircraft proposal working across PC's, UNIX, & IBM Mainframe computer systems

Aerospace Engineer, March 1996 - August 1996; May 1997 - August 1997

Gulfstream Aerospace, Savannah, GA

- Performed structural analysis, developed repairs, and provided analysis for FAA certification of G-5 business jet
- Performed static and acoustic analysis of graphite-honeycomb composite rudder and static analysis of metallic main wing drag beam

Aerospace Engineer, March 2000 - May 2000

The Aerostructures Corporation, Nashville, TN

- Performed structural analysis of V-22 graphite-honeycomb composite and metallic empennage

Research Experience:

Engineering Research Center, Mississippi State University, January 1991 - July 1991

- Helped develop software to generate 3-D grids about geometrically complex objects
- Produced grids used for finite-difference solutions to Navier-Stokes equations

Raspet Flight Research Laboratory, Mississippi State University, May 1991 - May 1992

- Analyzed graphite-epoxy fuselage test structure using finite-element methods
- Fabricated test specimens and experimentally obtained composite material properties
- Conducted full-scale structural tests on graphite-epoxy fuselage

Research Experience (Cont'd):

- Correlated results from structural tests, finite-element model, & theoretical solutions

Radiologic Society of North America, Chicago, IL, December 2002

- Completed one-week Introduction to Research Program at RSNA annual meeting
- Focused on clinical and basic science research in diagnostic radiology

Presentations & Publications:

"Analysis & Testing of a Load-Carrying Window in a Fuselage Test Structure"
Paper presented at American Institute of Aeronautics and Astronautics Southeast Conference Meeting, Atlanta, GA, April, 1992

"Analysis & Testing of a Window and Window Frame in a Pressurized Graphite-Epoxy Sandwich Shell Fuselage Test Structure," McWhorter, JC, Moore, T, and Burcham, RS, Engineering & Industrial Research Station Report, Mississippi State University, 1992

"Left Atrial Appendage Imaging Using CT, MRI, and TEE with Radiologic Manifestation of Thrombus and its Clinical Relevance for Patients with Atrial Fibrillation", Burcham, RS, Datta, J, Arildsen, RA, et al. Radiologic Society of North America, Educational Exhibit, Chicago, IL, December 2002

Honors and Awards:

Four-year Academic Scholarship, Mississippi State University, 1987-1992
Sigma Gamma Tau, Aerospace Engineering Honor Society, MSU, 1992
Four-year Academic Scholarship, Medical College of Georgia, 1996-2000
Alpha Omega Alpha, Alpha Chapter of Georgia, 1999

Interests/Hobbies:

Hiking, Camping, Running, Cycling, and Kayaking
My Dogs (Pete, Sputnik, Dobie, and Ruby)
Music
Computers, especially Apple
Astronomy and mathematics

Jan-06

Chad L. Calendine, MD

Education	1994 to 1998 Doctor of Medicine <ul style="list-style-type: none">• Class Rank: 1 of 162• Summa Cum Laude (GPA 4.0)• Faculty Medal Award• Alpha Omega Alpha Honors Society (Inducted 1997)	University of Tennessee	Memphis, TN
	1991 to 1994 Bachelor of Science in Biology <ul style="list-style-type: none">• Summa Cum Laude (GPA 4.0)• Chancellor's Scholar Award• Alpha Chi Honors Society (Inducted 1993)	Freed-Hardeman University	Henderson, TN
Internship	1998 to 1999 Transitional Internship <ul style="list-style-type: none">• Clinical experience in emergency medicine, internal medicine, general surgery, pediatrics, gastroenterology, and infectious disease	Methodist Hospital	Memphis, TN
Residency Training	1999 to 2003 Diagnostic Radiology Residency <ul style="list-style-type: none">• Chief Resident 2002-2003• Roentgen Resident/Fellow Research Award 2003• Graduate Medical Education Advisory Committee 2001-2002• Outstanding Teaching Resident Award 2001	Emory University Hospital	Atlanta, GA
Fellowship Training	2003 to 2004 Musculoskeletal Radiology Fellowship <ul style="list-style-type: none">• Experience in MR Imaging, Sports Medicine, Neoplasms, Rheumatic Diseases, Metabolic Bone Diseases, Spinal Disorders, and Interventional Procedures	Emory University Hospital	Atlanta, GA
Board Certification	American Board of Radiology		June 2003
Current Position	Musculoskeletal Radiologist		
	2004 to Present	Advanced Diagnostic Imaging, PC	Nashville, TN
	2007 to Present	President	

Chad L. Calendine, MD

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Research

"Contrast media extravasation during CT: Evaluation of the use of the E-Z EM extravasation detection accessory." Research completed in June 2001 at Emory University Hospital with Paul D'Angelo, MD and William Torres, MD. Abstract presented at ARRS 2002.

"Need for traditional radiographic lumbar spine series following an abdomen/pelvis CT in trauma patients which revealed no spinal trauma." Research completed in June 2003 at Emory University Hospital with William Fajman, MD and Soheil Hanna, MD. Abstract presented ASER 2003.

"In vivo testing on the role of hydroxyurea on replication, latency, and the infectious cycle of Murine Herpes Virus - 68." Research completed in August 1997 at St. Jude's Children's Research Hospital under the direction of Peter Doherty, Ph.D. (Nobel Laureate).

Publications

"Need for traditional radiographic thoracic spine series following a chest CT in trauma patients which revealed no spinal trauma." Research completed in November 2001 at Emory University Hospital with William Fajman, MD, Soheil Hanna, MD, and Stephan Tigges, MD. Abstract presented at ASER 2002. Published in *Emergency Radiology* November 2002 Vol 9 Num 5: 254-256.

"Optic Pathway Gliomas and Neurofibromatosis-1." American College of Radiology, Revision of the Brain Neoplasia Section of the ACR Teaching File, 2002.

Interests and activities

Basketball, Golf, Target shooting, Fly fishing, Movies

References

Personal and professional references provided upon request.

Kevin Patrick Cunneely, M.D.
1614 S. Martha Court
Brentwood, TN 37027
(615)-370-5145
kcunneely@gmail.com

Education

2006-2007 **University of Utah Hospital – Salt Lake City, Utah**
Musculoskeletal Fellowship, to be completed June 2007.

2002-2006 **University of Utah Hospital – Salt Lake City, Utah**
Diagnostic Radiology Residency
Chief Resident 2005-2006.

2001-2002 **LDS Hospital – Salt Lake City, Utah**
Transitional Internship.

1997-2001 **University of Texas Health Science Center at San Antonio**
M.D., May 2001.

1993-1996 **University of Texas at Austin**
B.A., Biology.

State Licensure: **Utah, 2001-current**
 Tennessee, 2007-Current
 Alabama, 2007-Current
 Kentucky, Arkansas, Georgia, Missouri; Pending

Board Certification: **American Board of Radiology, 6/2006.**

Work Experience

2007-Present **Advanced Diagnostic Imaging-Nashville, Tennessee. Staff Radiologist.** In addition to general diagnostic radiology, I interpret cross-sectional MSK, neuro and body imaging. Additional duties include musculoskeletal and spine interventions including; arthrography, myelography, epidural spine injections, facet injections and small joint injections for both diagnostic and therapeutic purposes.

2006-2007 **University of Utah Hospital-Salt Lake City, Utah. Clinical Instructor,** department of Radiology. Participated in the general call pool and served as the in-house staff radiologist approximately once a week. Responsibilities included supervision of 1-2 residents and interpretation of studies performed at the University of Utah hospital and outlying clinics, Huntsman Cancer hospital and the VA medical center.

2005-2007 **Uinta Basin Medical Center-Roosevelt, Utah. Diagnostic Radiologist** for one week every 3 months in a full service rural hospital. Duties included primary interpretation of all CT, MRI, Nuclear medicine, ultrasound, fluoroscopic and plain film studies.

2003-2006 **Project Reality-Salt Lake City, Utah. Physician coordinator/supervisor** of a methadone treatment program providing medical care to patients with opiate addiction.

Honors & Awards

- 2001 **Merck Manual Award-UT Health Science Center at San Antonio**
For outstanding performance in the clinical sciences during the third and fourth year of medical school.
- 1994 **Summer Research Grant**
Awarded by Department of Zoology, UT Austin.

Extracurricular

- Spring 2001 **Gross Anatomy TA/Tutor-UT Health Science Center at San Antonio**
- Spring 2001 **Medical Microbiology TA-UT Health Science Center at San Antonio**

Research

- 1993-1994 **Research Assistant. G.D. Bittner, PhD, University of Texas Department of Zoology. Duties included micro dissection of Mauthner axons, development of electron micrographs, running and development of SDS-PAGE gels, and development of a protocol to isolate a unique region of a 235kD neurofilament in giant Mauthner axons.**

Publications/Presentations

Cunneely K, Crim J. "High Incidence of Missed Diagnosis of a Common Ankle Fracture." Presented at the 92nd Annual RSNA Scientific Assembly and Annual meeting, November 27th 2006.

Godell CM, Raabe T, Moehlenbruck J, Cunneely K, and Bittner GD. "235 kD Neurofilament Protein in Survival of Anucleate Axons." *Transactions of the American Society for Neurochemistry*, March 1994, Vol. 25, No. 1. Abstract 162.

Professional Memberships

American College of Radiology, Radiologic Society of North America, Association Of University Radiologists, Roentgen Ray Society.

Curriculum Vitae

Enrique Romo Arevalos, MD

PERSONAL DATA

Date of Birth	03/09/1953 San Antonio, TX, USA
Marital Status	Married
Citizenship	USA
Residence	5205 Heathrow Hills Drive Brentwood, TN 37027
Primary Office	Advanced Diagnostic Imaging, PC 3024 Business Park Circle Goodlettsville, TN 37072
Telephone Numbers	(615) 851-6033 (Office) (615) 851-2018 (Fax)

EDUCATION

Undergraduate Southern Methodist University Dallas, TX BA	08/01/1971 - 06/30/1975
Medical School Southwestern Medical School Dallas, TX MD	08/01/1976 - 06/07/1980
Internship Baptist Memorial Hospital Memphis, TN	07/01/1980 - 06/30/1981 Surgery
Residency University of Texas Health Sciences Center at San Antonio San Antonio, TX	07/01/1981 - 06/30/1984 Radiology
Fellowship Medical College of Wisconsin Milwaukee, WI	07/01/1984 - 06/30/1985 Radiology

EMPLOYMENT HISTORY

Advanced Diagnostic Imaging, P.C. 3024 Business Park Circle P.O. Box 249 Goodlettsville, TN 37072	10/01/2003 - Present
Premier Radiology 28 White Bridge Rd Suite 111 Nashville, TN 37205	10/01/2003 - Present

E. H. Himmelfarb
PO Box 681708
Franklin, TN 37068

08/01/1992 - 09/30/2003

San Bernardino Diagnostic
San Bernardino, CA

07/01/1985 - 07/31/1992

HOSPITAL AFFILIATIONS

Active
Hendersonville Medical Center
Hendersonville, TN

08/02/2005 - Present

Courtesy
Skyline Medical Center
Nashville, TN

07/19/2005 - Present

Active
Williamson Medical Center
Franklin, TN

08/27/1992 - Present

MEDICAL LICENSURE

TN 23804

07/20/1992 - Present

DEA INFORMATION

DEA

AA9715458

06/02/2003 - Present

SPECIALTIES

Board Certified
American Board of Radiology

Radiology, Diagnostic

06/01/1984 - Present

ASSOCIATIONS & AFFILIATIONS

ACR

Member.

Jonathan Paul Gordon, M.D., Ph.D.

505 Seaton Park Place, Franklin, Tennessee 37069
(615) 595-8524 (H); (615) 440-6575 (Mobile)
jg7xrad@gmail.com

Professional Experience

2007-present: Advanced Diagnostic Imaging, Nashville, Tennessee; Neuroradiologist

Education

- M.D. Virginia Commonwealth University/Medical College of Virginia
Richmond, Virginia
May 2000
- Ph.D. Virginia Commonwealth University/Medical College of Virginia
Richmond, Virginia
1995
Major: Anatomy/Neurosciences
- B.S. Virginia Polytechnic Institute and State University, Blacksburg,
Virginia
1990
Major: Biology
Minor: Chemistry

Post Graduate Training

- Internship University of Virginia School of Medicine, Roanoke-Salem Program
in Internal Medicine, Carilion Roanoke Memorial Hospital and
Veterans Affairs Medical Center
Roanoke, Virginia
7/1/00 – 6/30/01
- Residency Department of Radiology, University of Virginia Health System
Charlottesville, Virginia
7/1/01 – 6/30/05
- Fellowship Neuroradiology, Department of Radiology, University of Virginia
Health System
Charlottesville, Virginia
7/1/05-6/30/07

Board Certification

- American Board of Radiology – Diagnostic Radiology
Passed – Written Examination – September 2004
Passed – Oral Examination – June 2005

National Board of Medical Examiners - 2003

Medical Licensure

Virginia, Alabama, Tennessee, Washington, Kentucky(pending)

Honors, Awards and Fellowships

Fellow, ACR James M. Moorefield Economics Fellowship, August 2005
2nd Place, Resident-in-Training Research Presentation, Association of University Radiologists Annual Meeting, 2004
Resident Representative for Virginia State Chapter of ACR, ACR National Meeting and Leadership conference, 2004, 2005
A.D. Williams Summer Research Fellowship, 1997
Jack Denning Burke Award for Excellence in Cell Biology, Dept. of Anatomy, 1995

Research Experience

Laboratory Technician, Department of Anatomy, VCU/MCV, 1991
Graduate Student, Department of Anatomy, VCU/MCV, 1991-1995
Post-Doctoral Fellow, Department of Anatomy, VCU/MCV, 1996
Student Worker, Department of Neurosurgery, VCU/MCV, 1998

Publications

Gordon J: Effects of moderate traumatic brain injury on the cytoskeleton of the rat hippocampus: a study of the CA1 and dentate gyrus subregions, Doctoral Dissertation, Virginia Commonwealth University/Medical College of Virginia, Department of Anatomy, 1995

Di X, Gordon J, Bullock R. Fluid percussion brain injury exacerbates glutamate-induced focal damage in the rat. *J Neurotrauma*. 1999 Mar; 16(3): 195-201.

Gordon J, Shaffer H, Levine P, de Lange E. Strictures of the cervical esophagus following laryngectomy: Efficacy of treatment with fluoroscopically guided balloon dilation. (working paper)

Gordon J. Book Review: ACR Syllabus: Gastrointestinal Disease VI, *JACR*. 2005 June; 2(6):552-553

Gordon J, Gay SB, et al. Billing and Reimbursement in Medical Imaging (web-based tutorial), www.med-ed.virginia.edu/courses/rad/billing/index.html

Coordinator and Author, Weekly radiologic clinical quiz, *Applied Radiology Online*, 2003-2005, over 40 cases submitted, www.appliedradiology.com

Chapter 52. "Imaging of Epidural Spinal Cord Compression." (with Lubdha Shah, C.

Douglas Phillips and David Schiff) in *Handbook of Neuro-Oncology Neuroimaging* (Elsevier, 2007).

Abstracts/Posters

Gordon JP, Belardo ET, Black RT, Phillips LL: Elevation of calmodulin levels in CA1 and the dentate gyrus following traumatic brain injury. *Neurotrauma Soc. Abstr.* 1993.

Phillips, LL, Belardo, ET, Gordon, JP, Black, RT and Lyeth, BG: Expression of c-fos oncoprotein during long-term postinjury phases of fluid percussion traumatic brain injury. *Neurotrauma Soc. Abstr.*, 1993.

Gordon, JP, Belardo, ET, Lyeth, BG, Leichnetz, GR, Phillips, LL: MAP2 protein levels in CA1 and the dentate gyrus following moderate traumatic brain injury. *Soc. for Neurosci. Abstr.*, J Neurotrauma. 20:426, 1994.

Gordon, JP, Belardo, ET, Lyeth, BG, Reeves, TM and Phillips, LL: Traumatic Brain injury induces change in hippocampal microtubule-associated protein MAP1A, 3rd Internat. Neurotrauma Symposium, *J Neurotrauma*. 1995: 12(3): 477.

Gordon JP, Shah LM, Brown MD, Ham JK and Phillips CD: Another Hole in your Head? Review of Basal Cephaloceles. Poster presentation, American Society of Head and Neck Radiology Annual Meeting, 2006.

Professional Memberships

American College of Radiology, 2000 - present

RSNA, 2000- present

ASNR, 2005-present

ARRS, 2000-present

Southeastern Neuroradiological Society, 2007-present

Extracurricular Activities/Personal Interests

Sports – Football, Basketball; History – Christianity, The Civil War, World War II Aircraft; family, gardening, computers

Curriculum Vita
Iantha Lucille Harney, MD, DABR
9426 Highwood Hill Road Brentwood, TN 37027
email: iharney@gmail.com
phone: (615) 371-4228

Place of birth Oklahoma City, OK
US Citizen

Education
December 1995 B.S. Chemical Engineering, Oklahoma State University
May 2000 Doctor of Medicine, University of Oklahoma
July 2000 to June 2001 Internal Medicine, University of Oklahoma
July 2001 to June 2005 Diagnostic Radiology, University of Kansas in Wichita
June 2004 to June 2005 Chief Resident
July 2005 to June 2006 Musculoskeletal Radiology Fellowship, University of Virginia

Licensure and Certification
ABR Physics 2002, 96th percentile
ABR Written Exam 2004, 97th percentile
ABR Oral Exam, passed June 2005
USMLE Step 1, 2, &3: passed
Kansas Medical License, 2003 to 2005
Oklahoma Medical License, 2003 to 2005
Alabama Medical License
Colorado Medical License
Georgia Medical License
Kentucky Medical License
Tennessee Medical License
Virginia Medical License
Washington Medical License
Advanced Cardiac Life Support, 1998 to current

Work Experience
Advanced Diagnostic Imaging, 2006 to present
Mixture of inpatient and outpatient work.

College Honors and Awards
National Merit Scholar 1991
Tau Beta Pi Engineering Honor Society
Golden Key National Honor Society, Vice President
Scholar's Enrichment Program OSU Engineering
Omega Chi Epsilon Chem Eng Hon Soc, Secretary
Alpha Epsilon Delta Pre-health Hon Soc, Reporter

Professional Societies
Radiologic Societies of North America, current
American Roentgen Ray Society, current
Amer. Medical Women's Assoc., Fundraising Chair
American Medical Student Association

Oklahoma State Medical Association
American Inst of Chemical Engineers
Society of Women Engineers, Chapter Treasurer

Public Service

January 1995 to December 1995
Stillwater Clinic

I created a computer database of patients, screened patients for eligibility, and worked as receptionist during clinic.

July 1998 to May 2000
Foundation 2000

I helped create a not for profit foundation designed to benefit Oklahoma children with serious and life threatening illnesses.

1992 to present

I have repeatedly been a guest speaker at OKC Public schools events, recruitment, and outreach.

Teaching experience

July 2000 to June 2001

Internship

Medical student teaching with lectures and clinical practicum

July 2001 to present

Residency

Medical student, nursing student, and intern teaching with lectures and clinical practicum

July 2005 to July 2006

Fellowship

Teaching residents

Research Experience

Summers of 1992, 1993, and 1994 St. Francis(W.K.Warren) Medical Research Inst.

During my first summer I studied uptake and clearance kinetics of technetium based radiopharmaceuticals including Sestamibi. I brought our laboratory into OSHA compliance when it became part of the University of Oklahoma. I was also responsible for radiation safety and monitoring, as well as NRC compliance

Summer 1995

Oklahoma State Univ. College of Vet. Medicine

I ordered equipment and created a laboratory for the investigation of computer controlled anesthesia. I worked with a consultant to create a custom interface for data collection and use by a program specializing in fuzzy logic decision making.

Summers of 1996 and 1997

Thomas N. Lynn Institute for Healthcare Research

I utilized spectral analysis to study heart rate variability during obstructive sleep apnea, REM sleep, and episodes of GERD. I presented my project on OSA at a national meeting as an oral presentation. I also presented my project on heart rate variability during REM as a poster presentation.

Papers and Presentations

1. Robert D. Okada MD, Kiem Nguyen, J. Michael Lauinger, Iantha Allton, Kristy Sprietzer, Delia Beju, and Gerald Johnson III PhD, "Effects of No Flow and Reperfusion on Kinetics of $^{99m}\text{TcQ12}$, a New Myocardial Imaging Agent", *Journal of Nuclear Medicine*, 01/1995, Volume 36, Pages 2103-2109
2. Gerald Johnson III PhD, Iantha L. Allton, Kiem N. Nguyen, J. Michael Lauinger, Delia Beju, Roberto Pasqualini, Adriano Duatti, R, "Clearance of $^{99m}\text{Tc-N-Noet}$ in Normal, Ischemic-reperfused, and Membrane-Disrupted Rat Myocardium", *Journal of Nuclear Cardiology*, 01/1995, Vol:3:1, Pages 42-54
3. Robert D. Okada MD, Kiem N. Nguyen, Michael Lauinger, Iantha L. Allton, Gerald Johnson III PhD, "Technetium $^{99m}\text{-Q12}$ kinetics in perfused rat myocardium: Effects of hypoxia and low flow", *American Heart Journal*, 01/1996, Volume:132:1, Pages 108-115
4. Jie Liang, B. Lin, Iantha L. Harney, J. Chen, W. C. Orr PhD, "Spectral Analysis of Heart Rate Variability During Obstructive Sleep Apnea", *Associated Professional Sleep Societies 11th Annual Meeting*, 06/1997
5. Iantha L. Harney, J. Chen, J. Liang, W. C. Orr, "A Novel Measure of Cardiac Instability During REM Sleep", *Associated Professional Sleep Societies 11th Annual Meeting*, 06/1997

Byard Edwards
285 Mosher Way
Palo Alto, CA 94304
(650) 498-8462
bedwards@stanford.edu

EDUCATION

- MD, Vanderbilt University School of Medicine, Nashville, TN, May 2001
- PhD, Physics, Cornell University, Ithaca, NY, August 1997
- BS in Physics with high honors, University of Texas—Austin, TX, December 1990

POSTDOCTORAL TRAINING

- NCI Body Imaging Fellow, Stanford University, July 1, 2006 through June 30, 2008
- Resident, Radiology, Stanford University Medical Center, July 1, 2002 through June 30, 2006
- Intern, Internal Medicine—Preliminary, Carilion Roanoke Memorial Hospital, Roanoke, VA, July 1, 2001 through June 30 2002

CURRENT RESEARCH INTERESTS

- Diffusion-weighted MRI of the kidneys; co-investigators F.G. Sommer, R. Bammer, B. Myers, B. Ho
- CT of traumatic diaphragmatic injury; co-investigators R. B. Jeffrey, T. Desser
- MRI of appendicitis; co-investigators R.B. Jeffrey, L. Shin
- Intravenous contrast dynamics in MRI; co-investigators D. Fleischmann, R. Bammer
- Individualized molecular imaging of cancer; co-investigator S. Gambhir

LICENSURE AND CERTIFICATION

- Licensed in California, Michigan, North Carolina, and South Carolina
- Board Certified by the American Board of Radiology, June 2006

EMPLOYMENT

- Radiologist (part-time), Vision Radiology (teleradiology), Pittsburgh, PA
November 2006- present
- Research Assistant, Department of Cell Biology, Vanderbilt University School of
Medicine, summer 1998
- Research Fellow, Bell Laboratories, Murray Hill, NJ, summer 1995

- Research Associate in Physics, Semiconductor Research Corporation, Ithaca, NY, 1993 to 1994
- Teaching Assistant, Department of Physics, Cornell University, 1991 to 1993
- Research Assistant, Applied Research Laboratories, Austin, TX, 1991
- Research Assistant, Department of Plasma Physics, University of Texas--Austin, 1988 to 1990

HONORS AND AWARDS

- Roentgen Resident/Fellow Research Award, RSNA, 2006
- Microbes and Defense Society, 1997
- Outstanding Presentation, "New Phase Transitions in Dense Hydrogen", Gordon Research Conference on Physics at High Pressure, 1996
- Bell Laboratories Fellowship in Physics, 1994 to 1997
- Melvin J. Reiger Scholarship in Physics, University of Texas, 1988 to 1990
- University Scholar, University of Texas, 1988-1990
- University Merit Scholarship, University of Texas, 1986-1990

PUBLICATIONS and PRESENTATIONS

Papers and Invited Presentations

- B. Edwards, G. Sommer, L. Chow, R. Bammer, B. Ho, B. Meyer, "Diffusion Weighted MRI of the Kidneys", Society of Uroradiology, Abdominal Radiology Course 2006, February 2006, Kauai, HI
- B. Edwards & N.W. Ashcroft, "Order in Dense Hydrogen at Low Temperatures", Proceedings of the National Academy of Sciences, 101, 4013-4018 (2004)
- T. Oyama, M. Dikov., P. Cheng, T. Takahashi, K. Takahashi, T. Sepetavec, B. Edwards, Y. Adachi, S. Nadaf, T. Danieel, D. Gabrilovich, D. Carbone, "Vascular Endothelial Growth Factor Effects on NF- κ B Activation in Hematopoietic Progenitor Cells", Cancer Research, 61, 2015-2021 (2001)
- D. Muller, B. Edwards, E. Kirkland, J. Silcox, "Simulation of Thermal Diffuse Scattering Including a Detailed Phonon Dispersion Curve", Ultramicroscopy, 86, 371-380 (2001)
- B. Edwards & N.W. Ashcroft, "Spontaneous Polarization in Dense Hydrogen", Nature, 388, 652-655 (1997) (featured in "News and Views" and listed on the cover)

- T.J. Lenosky, J.D. Kress, I. Kwon, A.F. Voter, B. Edwards, D.F. Richards, S. Yang, J.B. Adams, "Highly Optimized Tight-Binding Model of Silicon", *Physical Review B*, 55, 1528-1544 (1997)
- B. Edwards, N.W. Ashcroft, T.J. Lenosky, T.J. "Layering Transitions and the Structure of Dense Hydrogen", *Europhysics Letters*, 34, 519-524 (1996)

Abstracts

- B. Edwards, L.K. Shin, G. Sommer, B. Ho, B. Myers, R. Bammer, L. Chow, "Evaluation of Renal Function with Diffusion Weighted MRI of the Kidneys", *Proceedings of the ISMRM*, May 2007, Berlin, Germany
- L.K. Shin, B. Edwards, B. Hargreaves, R.B. Jeffrey, A. Thompson, A.C. Brau, R. Busse, P.J. Beatty, R.J. Herfkens, "Evaluation of Accelerated Single Shot Fast Spin Echo (SSFSE) for Imaging of the Appendix", *Proceedings of the ISMRM*, May 2007, Berlin, Germany
- B. Ho, B. Myers, S. Busque, B. Edwards, G. Sommer, J. Tan, "Determinants of Adaptive Hyperfiltration after Nephrectomy in Living Kidney Donors", *American Society of Nephrology Renal Week*, San Diego, CA, November 14, 2006
- B. Ho, B. Edwards, G. Sommer, B. Myers, J. Tan, "Diffusion weighted imaging of the kidneys as a measure of GFR", *World Transplant Conference*, Boston, MA, July 22, 2006

References available upon request

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Brentwood, TN 37027

Phone 615-776-3198
E-mail: jhugge@att.net

Jeffrey Huggett, MD

Graduate Medical Education Musculoskeletal Radiology Fellowship July, 2002 – June, 2003
University of Virginia
Charlottesville, VA

Diagnostic Radiology Residency July, 1998 – June, 2002
University of Virginia
Charlottesville, VA
Chief resident 2001-2002

Transitional Internship July, 1997 – June, 1998
Oakwood Hospital
Deerborn, MI

Education Wayne State University School of Medicine
Detroit, MI
M.D. May, 1997

Michigan State University
East Lansing, MI
B.S. in Medical Technology with Honors May, 1993

Professional experience Advanced Diagnostic Imaging/Premier Radiology
Nashville, TN July 2003- Present
Musculoskeletal Radiologist

Board Certification ABR Oral examination June 2002
ABR Written examination September, 2001
ABR Physics examination September, 2000
USMLE I, II, & III

Professional Licensure Active medical licenses in Tennessee, Virginia, Kentucky, Colorado,
Georgia, Idaho, Louisiana, Washington, Maine
Teleradiology license in Texas

**Professional
memberships**

American College of Radiology
Radiological Society of North America
International Skeletal Society
Society of Skeletal Radiology

**Interests and
activities**

Spending time with family, Golf, Fishing, Travel

References

Available upon request

Vineet Sharma
1112 Frances Ave
Nashville, TN 37204
vsharma23@gmail.com

Post-grad Training: University of Utah, Department of Radiology, Salt Lake City, UT
MRI Fellowship. Subspecialty training to include MSK, Body, and Neuro, as well
as Cardiac MR/CT.

University of Utah, Department of Radiology, Salt Lake City, UT
Resident, (2001-2005);

Good Samaritan Hospital, Phoenix, AZ
Transitional Year Intern, completed 2001

Certifications: American Board of Radiology. Certified June 2005.
Level 3 certification in Cardiac CTA and Cardiac MRI, June 2006 (SCCT, SCMR and
ACR criteria). University of Utah Dept. of Radiology.

State Licensure:	Utah	Issued	2001	Active
	Tennessee	Issued	2006	Active
	Louisiana	Issued	2007	Active
	Georgia	Issued	2007	Active
	Kentucky	Issued	2007	Active
	Washington	Issued	2007	Active
	Colorado	Issued	2006	Active
	Idaho	Issued	2007	Active
	Maine	Issued	2006	Active
	Alabama	Issued	2007	Active

Education: University of Tennessee College of Medicine, Memphis TN
Medical Doctorate, June 2000
GPA 3.60 USMLE Step 1: 235 (89th %ile)
USMLE Steps 2 and 3: pass

University of Memphis, Memphis, TN
Bachelor of Arts in English Literature, May 1996
GPA 3.89 Summa Cum Laude

University of Memphis, Memphis, TN
Bachelor of Science in Biology, May 1995
GPA 3.45 Magna Cum Laude

Honors: Dean's List 1991-1996, University of Memphis
English Scholar of the Year, 1996, University of Memphis
Nucor-Yamato Merit Scholar, 1992-1995

Memberships: RSNA, ARRS, ACR

Employment: Advance Diagnostic Imaging
3024 Business Park Circle
Goodlettsville, TN 37072
Diagnostic Radiologist, with subspecialty skills in CT/MRI
Current

Utah Basin Medical Center, Roosevelt UT
Diagnostic Radiologist - all modalities
Interpretation of about 80 studies per day including MR/CT/US
One week, every other month since Feb 2005 (moonlighting)

Hospital Affiliations:

Horizon Medical Center, Dickson, TN
Parkway Regional Hospital Fulton, KY
Southern TN Medical Center Winchester, TN
University Medical Center Lebanon, TN
Eastern Maine Medical Center Bangor, ME
Premier Radiology Pain Management Center Nashville, TN
Williamson Medical Center Franklin, TN
Hendersonville Medical Center Hendersonville, TN
Skyline Medical Center, Nashville, TN

Publication: Sharma et al, The Radiological Spectrum of Small Airways Disease, *Seminars in Ultrasound, CT and MRI*; Vol 23, No 4, August 2002. pp 339-351.

Personal: I have a broad range of literary pursuits from writing poetry and short stories to reading classical and postmodern literature. I enjoy an afternoon lounging on the golf course with friends, as well as cutthroat competition on the basketball or tennis court. Passionate about traveling, wine, and college football.

Curriculum Vitae
Michael J. Spellman, Jr.

Home:
946 Yearling Way
Nashville, Tennessee 37221
(615) 373-9103

Work:
Advanced Diagnostic Imaging, P.C.
3024 Business Park Circle
P.O. Box 249
Goodlettsville, Tennessee 37070-0249
(615) 851-6033

EDUCATION and TRAINING:

Undergraduate Degree
Washington and Lee University
Lexington, Virginia
B.A., Chemistry, *cum laude*
June, 1985

Medical Degree
Saint Louis University School of Medicine
St. Louis, Missouri
M.D.
May, 1994

Postgraduate Training and Experience
Saint Louis University School of Medicine
Surgery Intern
July 1994 through June 1995

Saint Louis University School of Medicine
Surgery/Urology Resident
July 1995 through June 1997

University of Virginia Health System
Radiology Resident
July 1997 through June 2001

University of Virginia Health System
Chief Resident, Radiology
April 1999 through March 2000

University of Virginia Health System
Neuroradiology Fellow
July 2001 through June 2003
Clinical Instructor
Department of Radiology
University of Virginia Health System
July 2002 through June 2003

CURRENT POSITION:

Neuroradiologist, Private Practice
Advanced Diagnostic Imaging, P.C.
Nashville, Tennessee
June 2003 to present

STATE MEDICAL LICENSES:

Colorado:

Active Physician License #44948
Issued June 1, 2007
Expires May 31, 2009

Missouri:

Medical Physician and Surgeon License #105683
Issued 1996
Expires January 31, 2008

Virginia:

Intern and Resident License #0116008678
Issued 1997
Expired June 30, 2002
Medicine and Surgery License #0101231861
Issued October 5, 2001
Expires September 30, 2008

Tennessee:

Medical Doctor License #37553
Issued May 13, 2003
Expires September 30, 2009

Kentucky:

Board of Medical Licensure License #39255
Issued March 17, 2005
Expires March 1, 2008

Texas:

License #TM00115
Issued August 24, 2007
Expires May 31, 2009

Washington:

Physician and Surgeon License #MD00047262
Issued October 31, 2006
Expires September 18, 2009

Virginia

License #0101231861
Issued October 05, 2001
Expires September 30, 2008

Gerogia:

License #060323
Issued December 7, 2007
Expires December 30, 2009

Maine:

License #017616
Issued October 26, 2007
Expires September 30, 2009

CERTIFICATION:

Diagnostic Radiology, The American Board of Radiology

PROFESSIONAL SOCIETIES:

American College of Radiology (ACR)

Radiological Society of North America (RSNA)

American Society of Neuroradiologists (ASNR), Senior Member

HONARY SOCIETIES, HONORS AND AWARDS:

Washington and Lee University:

Dean's List

Honor Roll

Robert E. Lee Research Scholar, Chemistry

ALPHA EPSILON DELTA

Michael J. Spellman, Jr.

Saint Louis University School of Medicine
Summer Research Fellowship
Resident Teacher Award, 1997

University of Virginia:
Introduction to Research Program, RSNA, 1998
Most Outstanding Fellow Award, 2003

ACTIVITIES:

Washington and Lee University:
White Book (Honor Code) Revisions Committee
Secretary for Mock Convention - New York State Delegation

Saint Louis University School of Medicine
Freshman Orientation 1991
Support Group Leader - Advisor to incoming freshman
Course evaluator for Death and Dying and Neuroscience II
Honor Council Representative, 1990-1994

RESEARCH EXPERIENCE:

- June 1983-August 1983** Cornell University Medical College: one summer as a Research Assistant. Project involved a bioassay and radioimmunoassay to detect thromboxane synthesis from hydronephrotic rabbit kidneys.
- July 1985-June 1986** University of California, San Francisco:
Staff Research Associate for the Cancer Research Institute. Projects involved looking at drug effects on various types of cancer cells through cloning experiments and RNA preparations.
- June 1986-July 1988** University of California, San Francisco:
Staff Research Associate for the Department of Anesthesia. Projects involved pharmacokinetics and pharmacodynamics of various narcotics and muscle relaxants using both human and ovine models, along with extensive computer analysis of collected data and computer graphics.
- July 1988-August 1990** University of California, San Francisco:
Staff Research Associate for the Department of Anesthesia. Project involved respiratory physiology and the performance of pulse oximeters at various hypotensive and

Michael J. Spellman, Jr.

hypoxic states.

Summer 1991

University of California, San Francisco:
Student in the Department of Anesthesia. Investigated hypoxic ventilatory responses during acclimation to high altitude.

2001-2003

University of Virginia:
Fellow in Department of Radiology. Development of Magnetic Resonance Ventilation/Perfusion Scan and Virtual Colonoscopy using hyperpolarized noble gases; high resolution carotid artery magnetic resonance angiography and functional paranasal sinus imaging

BIBLIOGRAPHY:

Papers published, in press, or accepted for publication in peer reviewed journals

1. Gauntlett IS, Fisher DM, Hertzka RE, Kuhls E, Spellman MJ, Rudolph C: Pharmacokinetics of fentanyl in neonatal humans and lambs: Effects of age. *Anesthesiology* 69:683-687, 1988.
2. Hertzka RE, Gauntlett IS, Fisher DM, Spellman MJ: Fentanyl-induced ventilatory depression: Effects of age. *Anesthesiology* 70:213-218, 1989.
3. Kitts JB, Fisher DM, Canfell PC, Spellman MJ, Caldwell JB, Heier T, Fahey MR, Miller RD: Pharmacokinetics and pharmacodynamics of atracurium in elderly. *Anesthesiology* 72:272-275, 1990.
4. Fisher DM, Canfell PC, Spellman M, Miller RD: Pharmacokinetics and Pharmacodynamics of atracurium in infants and children. *Anesthesiology* 73:33-37, 1990.
5. Severinghaus JW, Spellman MJ: Pulse oximeter failure thresholds in hypotension and ischemia. *Anesthesiology* 73:532-537, 1990.
6. Xu FD, Spellman MJ, Sato M, Baumgartner JE, Ciricillo SF, Severinghaus JW: Anomalous hypoxic acidification of medullary ventral surface. *Journal of Applied Physiology* 71:2211-2217, 1991.
7. Severinghaus JW, Xu FD, Spellman MJ: Benzocaine and methemoglobin: recommended FDA action (letter to the editor). *Anesthesiology* 74:385-386, 1991.
8. Sato M, Severinghaus JW, Powell FL, Xu FD, Spellman MJ: Augmented hypoxic ventilatory response in man at altitude. *Journal of Applied Physiology* 73:101-107, 1992.
9. Xu F, Sato M, Spellman MJ, Mitchell RA, Severinghaus JW: Topography of cat medullary ventral surface hypoxic acidification. *Journal of Applied Physiology* 73:2631-2637, 1992.
11. Mugler III JP, Driehuys B, Hagspiel K, Ruppert K, Cates G, Altes T, Spellman M, Munger T, Mata J, Brookeman J: Dissolved-Phase Xe-129 spectroscopy: impact of polarization improvements. Accepted for publication in the journal *European Radiology*, June 1999.

Michael J. Spellman, Jr.

12. Hagspiel K, Altes T, Mugler III JP, Spellman M, Mata J, Tustison N, Rudy R, Brookeman J: MR virtual colonoscopy and hysterosalpingography using hyperpolarized helium-3 as an endoluminal contrast agent. Accepted for publication in the journal *European Radiology*, June 1999.
13. Hagspiel K, Mugler III JP, Altes T, De Lange E, Knight-Scott J, Munger T, Berr S, Mai V, Daniel T, Spellman M, Mata J, Bogorad P, Driehuys B, Gentile T, Jones G, Thompson A, Brookeman J: Static MR imaging of the airways using hyperpolarized He-3 and Xe-129: The University of Virginia Experience. Accepted for publication in the journal *European Radiology*, June 1999.
14. Hagspiel K, Spellman MJ, Altes T, Mugler J, Brookeman J: Magnetic Resonance Colonography employing polarized nobel gases, a novel technique. *Radiology* submitted for publication.
15. Spellman MJ: Deviation of the descending thoracic aorta as a sign left of atrial enlargement. Submitted to *Radiology*.
16. Spellman MJ, Longo WE, Parra RO: Locally advanced rectal carcinoma involving the urinary tract: Salvage treatment with pelvic exenteration and colon urinary diversion. For submission to *Journal of Pelvic Surgery*.

ABSTRACTS:

1. Hertzka RE, Fisher DM, Gauntlett IS, Spellman M: Are infants sensitive to respiratory depression from fentanyl? *Anesthesiology* 67:A512, 1987.
2. Kitts JB, Fisher DM, Canfell PC, Spellman MJ, Cauldwell JB, Heier T, Fahey MR, Miller RD: Pharmacokinetics of atracurium in elderly and young adults. *Anesthesiology* 69:A482, 1988.
3. Xu F, Severinghaus JW, Spellman MJ, Sato M: hypoxia uniquely acidifies medullary ventral surface ECF. *FASEB* A4342, April 1991.
4. Ruppert K, Brookeman JR, Spellman MJ, Hagspiel KD, Driehuys B, Munger T, Mugler JP: Temporal dynamics of hyperpolarized ¹²⁹Xenon in the dog chest during a breath-hold period. *ISMRM* 319, May, 1999.
5. Wu RH, Kallmes DF, Spellman MJ, Marx W: Accuracy of contrast enhanced MR Angiography in the model of carotid artery stenosis. *ISMRM*1916, May, 1999.

Michael J. Spellman, Jr.

6. Wu RH, Kallmes DF, Spellman MJ, Fujwara N, Christopher JM, Mugler JP: High resolution contrast enhanced MR Angiography in the model of carotid artery. RSNA198, November, 2000

PRESENTATIONS:

1. "Voiding dysfunction following proctectomy for malignant disease," The American Society of Colon and Rectal Surgeons, Seattle, Washington, June 12, 1996
2. "MR Virtual colonoscopy using hyperpolarized helium-3 as an endoluminal contrast agent," International Society for Magnetic Resonance in Medicine, Philadelphia, Pennsylvania, May 27, 1999.
3. "Web-based system for faculty evaluations," Association of University Radiologists, Orlando, Florida, April, 8, 2000.
4. "Fluoroscopically-guided balloon dilations of the gastrointestinal tract strictures: Review of primary complications." RSNA, Chicago, Illinois, November, 29, 2000.

Curriculum Vitae

Brett L Thorstad, MD

PERSONAL DATA

Date of Birth	07/15/1957 Montgomery, AL, USA
Marital Status	Married
Citizenship	USA
Residence	2303 Golf Club Lane Nashville, TN 37215 (615) 298-1289(Home)
Business Office	Advanced Diagnostic Imaging, PC 3024 Business Park Circle Goodlettsville, TN 37072
Telephone Numbers	(615) 851-6033 (Office) (615) 851-2018 (Fax)

EDUCATION

Undergraduate University of Alabama - Tuscaloosa Tuscaloosa, AL BS	07/01/1975 - 05/31/1979
Medical School University of Alabama, School of Medicine Birmingham, AL MD	07/01/1982 - 06/30/1986
Residency University of Alabama Hospital Birmingham, AL	07/01/1987 - 06/30/1991 Diagnostic Radiology
Residency University of Alabama Hospital Birmingham, AL	07/01/1986 - 06/30/1987 Nuclear Medicine
Fellowship University of Alabama Hospital Birmingham, AL	07/01/1991 - 06/30/1993 Neuroradiology

EMPLOYMENT HISTORY

Premier Radiology Pain Management Center 28 White Bridge Rd Suite 104 Nashville, TN 37205	08/19/2005 - Present
Premier Radiology 28 White Bridge Rd Suite 111 Nashville, TN 37205	03/01/1994 - Present

February 2008

Advanced Diagnostic Imaging, P.C.
3024 Business Park Circle
Goodlettsville, TN 37072

03/01/1994 - Present

University of Alabama Hospitals
619 S 19th Street
Birmingham, AL 35233

07/01/1993 - 02/28/1994

HOSPITAL AFFILIATIONS

Provisional Associate
Horizon Medical Center
Dickson, TN

09/27/2007 - 09/26/2008

Associate
University Medical Center
Lebanon, TN

06/13/2007 - Present

Active
Premier Radiology Pain Management Center
Nashville, TN

06/01/2005 - 05/31/2008

Active
Williamson Medical Center
Franklin, TN

05/27/1999 - 06/30/2008

Active
Hendersonville Medical Center
Hendersonville, TN

01/12/1999 - 01/31/2008

Active
Skyline Medical Center
Nashville, TN

03/16/1994 - 06/30/2008

MEDICAL LICENSURE

CO DR-45099
OK 20589
MA
KY 33667
TX K4270
LA
FL ME72892
NV
TN 25159
AL 13508

10/23/2006 - 05/31/2009
03/26/1998 -
12/17/1997 -
12/17/1997 - 03/01/2009
11/22/1997 -
09/17/1997 -
04/23/1997 -
04/18/1997 -
12/16/1993 - 07/31/2009
06/30/1987 - 12/31/2008

SPECIALTIES

Board Certified
American Board of Radiology

Radiology, Diagnostic

11/09/1992

**ASSOCIATIONS &
AFFILIATIONS**

American Society of Neuroradiology
RSNA
Society of Nuclear Medicine

Member
Member
Member

PUBLICATIONS

Article

- Bilateral fetal nephromegaly 01/01/1991
- Radionuclides in Uro - and Nephrology 01/30/1989
- Kidney Imaging with TC-99m-MAG3 a technetium labeled analog of hippuran 01/01/1989
- Quantitation of renal function with TC-99m MAG3 01/30/1988
- Comparison of TC-99m-MAG3 with I-131 Hippuran by a simultaneous dual channel technique 01/30/1988
- Abnormal captopril renogram with a technetium labeled hippuran analog 01/01/1988
- The periholecystic hepatic activity sign in a normal DISIDA study 01/30/1987
- A rare cause of death form pancreatic carcinoma 01/01/1987

Jeffrey T. Williams, MD 5 PM 3: 54

1911 Beechwood Ave.
Nashville, TN 37212

615-292-9147 H

615-483-1015 C

jtwilliams1972@hotmail.com

Education:

**Barrow Neurological Institute, Phoenix, AZ
Neuroradiology Fellowship**

July 2003 – June 2005: ABR Subspecialty Board Certificate: November, 2007

**University of Tennessee, Memphis, TN
Diagnostic Radiology Residency**

June 1999 – June 2003: ABR Board Certificate: June 4, 2003

**University of Tennessee, Memphis, TN
Internal Medicine Internship**

June 1998 – June 1999

**University of Tennessee College of Medicine; Memphis, TN
1994-1998**

- AMA Medical Student Executive Council Representative (1995 –1997)
- IMHOTEP Society – In recognition of service and leadership
- Peer Counselor / Faculty Mentor Program – to serve as catalyst in providing support for first year students (1994 – 1998)
- USMLE: Step 1 (1996), Step 2 (1997), Step 3 (1998)

David Lipscomb University; Nashville, TN

1990-1994: BS in Applied Chemistry with Business Management Minor

- *Alpha Chi* National Honor Society – the top 10% (1994)
- Athletic and academic scholarships
- Director of University Orientation, "Quest" (1992 –1994)
- Honor Code Council (1992 –1994)
- *Magna cum Laude* (1994)
- University Senator (1990 –1992), Chair of the Academic Committee

David Lipscomb High School; Nashville, TN

Graduated 1990

Professional Activities:

Chief Fellow

Department of Neuroradiology; Barrow Neurological Institute

Chief Resident

Department of Radiology; University of Tennessee

Medical Education Committee
Department of Radiology; University of Tennessee

Representative to the GME Residents Association
Department of Radiology; University of Tennessee

ACGME Resident Representative for Department of Radiology
University of Tennessee

Resident Resources Committee
Department of Radiology; University of Tennessee

Awards: **2003 RSNA Roentgen Resident/Fellow Research Award**

Ettman Scholar, Department of Radiology, Univ. of Tennessee
2002

Golden Apple Teaching Award for 1998–1999
Recipient selected by the student body at the University of Tennessee
College of Medicine

Publications: "A New Universal Colostomy Tip for Barium Enemas of the Colon,"
Williams J, Scott R; AJR 2003; 180:1330 -1331

Professional Organizations:

American Association of Academic Chief Residents in Radiology (2002- 2003)
American College of Radiology
American Roentgen Ray Society
American Society of Neuroradiology, Senior Member
Radiological Society of North America

Employment: **Advanced Diagnostic Imaging, P.C. Goodlettsville, TN**
2005 – Present

Medical Student Extern, Methodist Hospital, Memphis, TN
1996 – 1998

Surgical Assistant, Southern Hills Hospital, Nashville, TN
1995

Interests: **Fly fishing, reading, running,**
skiing, and travel

References: **Available on request**

Michael R. Couden, M.D.
414-35-0164
1205 Taggartwood Drive
Brentwood, TN 37027
Coudenam@comcast.net

Education

- Current:** Interventional and Diagnostic Radiologist with Advanced Diagnostic Imaging- Nashville, TN
- Fellowship:** Vascular and Interventional Radiology, MUSC 2001-2002
Certificate of Additional Qualification , 11/04
- Residency:** Medical University of South Carolina 1997-2001; Board-Certified in Diagnostic Radiology, 6/01
- Internship:** University of Tennessee at Chattanooga, 7/1996 - 6/1997
- Medical School:** University of Tennessee at Memphis, 8/1992 - 6/1996
- Undergraduate:** Rhodes College, Memphis; B.S. in Biology, May 1992
- High School:** Father Ryan High School, Nashville, TN Class Rank: 9/243

Honors and Extracurricular Activities

- Residency:** Chief Resident 2000-2001
Resident Representative for MUSC House Staff 1999-2000
Representative at ACR Meeting - Washington, D.C., 1999;
New York, N.Y., 2000
Distinguished Achievement ACR Inservice Exam- 2nd Year (>70%ile)
1st Place Award Proven Case Conferences- First Year Residents
- Medical School:** Peer Counselor 1992-1993
Class Social Chairman 1992-1994
Intramural Soccer and Basketball 1992-1995
Completed Memphis Marathon 1995
- Undergraduate:** Presidential Scholarship 1988-1992
Dean's List 1991-1992 (GPA=3.7)
Honor Roll Fall 1992 (GPA=4.0)
Varsity Soccer Starter 1988-1992
Captain, Soccer Team 1992
Sigma Nu Fraternity 1988-1992
Intrafraternity Council Representative 1991
Beta Beta Beta Biology Honor Society 1992

Research

NIH Medical Student Grant, summer 1993

Curriculum Vitae

John Joseph Alarcon, MD

PERSONAL DATA

Date of Birth	02/04/1961
Place of Birth	Chicago, IL, USA
Marital Status	Married
Citizenship	USA
Residence	1220 Waterstone Blvd Franklin, TN 37069 (615) 661-9065
Primary and Business Office	Advanced Diagnostic Imaging, PC 3024 Business Park Circle Goodlettsville, TN 37072
Telephone Numbers	(615) 851-6033 (Office) (615) 851-2018 (Fax)

EDUCATION

Undergraduate Emory University Atlanta, GA BA	09/01/1979 - 06/30/1982
Medical School Medical College of Georgia Augusta, GA MD	09/01/1982 - 06/30/1986
Internship The Malden Hospital Malden, MA	07/01/1986 - 06/30/1987
Residency Emory University Atlanta, GA Diagnostic Radiology	07/01/1987 - 06/30/1991
Fellowship Vanderbilt Children's Hospital Nashville, TN Neuroradiology	07/01/1991 - 06/30/1992

EMPLOYMENT HISTORY

Advanced Diagnostic Imaging, P.C. 3024 Business Park Circle P.O. Box 249 Goodlettsville, TN 37020	06/28/1999 - Present
Premier Radiology 28 White Bridge Rd Suite 111 Nashville, TN 37205	06/28/1999 - Present

February 2008

**EMPLOYMENT
HISTORY CONTINUED**

Scottish Rite Children's Medical Center
1001 Johnson Ferry Rd. N.E.
Atlanta, GA 30342

09/16/1993 - 05/28/1999

**HOSPITAL
AFFILIATIONS**

Skyline Medical Center
Nashville, TN
Active

12/21/1999 - Present

Horizon Medical Center
Dickson, TN
Active

09/27/2007 - Present

University Medical Center
Lebanon, TN
Courtesy

05/03/2007 - Present

Premier Radiology Pain Management Center
Nashville, TN
Active

06/01/2005 - Present

Hendersonville Medical Center
Hendersonville, TN
Active

11/06/2001 - Present

Williamson Medical Center
Franklin, TN
Associate

02/22/2001 - Present

Parkway Regional Hospital
Fulton, KY
Consulting/Telemedicine

05/14/2008 - Present

Kindred Hospital
Franklin, TN
Active

05/02/2008 - Present

Middle Tennessee Mental Health Institute
Nashville, TN
Courtesy

02/22/2001 - Present

Bedford County Medical Center
Shelbyville, TN
Active

08/21/2003 - 08/18/2004

Tennessee Christian Medical Center
Madison, TN
Inactive

09/15/1999 - 09/10/2006

MEDICAL LICENSURE

AL	SP.10	10/24/2007 - Present
CO	45463	03/28/2007 - Present
KY	36309	03/22/2001 - Present
TN	21638	07/02/1991 - Present
GA	032508	12/07/1989 - Present

SPECIALTIES

Board Certified			
American Board of Radiology	Neuroradiology	34842	11/01/1997 - 11/30/2007
American Board of Radiology	Radiology, Diagnostic	34842	11/25/1991 - Present

ASSOCIATIONS & AFFILIATIONS

ACR	Member
American Society of Neuroradiology	Member
RSNA	Member

PUBLICATIONS

Article

- Creasy JL, Alarcon JJ: Magnetic Resonance Imaging of Neurocysticercosis. Topics in Magnetic Resonance Imaging 6(1): 59-68, 1994.
- Vassiliades VG, Foley WD, Alarcon JJ, Lawson T, Erickson S, Kneeland JB, Steinberg HV, Bernardino ME: Hepatic Metastases: CT Versus MR Imaging at 1.5T. Gastrointestinal Radiology 16:159-163, 1991.
- Steinert HV, Alarcon JJ, Bernardino ME: Focal Hepatic Lesions: Comparative MR Imaging at 0.5 and 1.5T. Radiology 174: 153-156, 1990.

Curriculum Vitae

Steven Michael Blount, MD

PERSONAL DATA

Date of Birth	06/26/1961 Oceanside, CA, Camp Pendleton USA
Marital Status	Married
Citizenship	USA
Residence	1434 Moran Road Franklin, TN 37069 (615) 309-0161 (Home)
Business Office	Advanced Diagnostic Imaging, PC 3024 Business Park Circle Goodlettsville, TN 37072 (615) 851-6033 (Office) (615) 851-2018 (Fax)

EDUCATION

Undergraduate University of Colorado Boulder, CO BA	08/01/1980 - 12/01/1983
Medical School East Tennessee State University Johnson City, TN MD	08/15/1985 - 05/06/1989
Residency Vanderbilt University Medical Center Nashville, TN	07/01/1989 - 06/01/1993 Radiology
Fellowship Vanderbilt University Medical Center Nashville, TN	07/01/1993 - 06/01/1994 Radiology, Interventional

EMPLOYMENT HISTORY

Advanced Diagnostic Imaging, P.C. 3024 Business Park Circle PO Box 249 Goodlettsville, TN 37072	03/01/1995 - Present
Premier Radiology 28 White Bridge Rd Suite 111 Nashville, TN 37205	03/01/1995 - Present

Steven M Blount MD
2817 White Oak Drive
Nashville, TN 37205

07/01/1993 - 07/01/1996

St Judes Childrens Hospital
Memphis, TN

01/01/1984 - 02/28/1985

HOSPITAL AFFILIATIONS

Active
Horizon Medical Center
Dickson, TN

09/20/2007 - Present

Courtesy
University Medical Center
Lebanon, TN

06/13/2007 - Present

Active
Premier Radiology Pain Management Center
Nashville, TN

07/25/2005 - Present

Associate
Williamson Medical Center
Franklin, TN

02/25/1999 - Present

Active
Hendersonville Medical Center
Hendersonville, TN

01/12/1999 - Present

Active
Skyline Medical Center
Nashville, TN

12/18/1995 - Present

Courtesy
Middle Tennessee Mental Health Institute
Nashville, TN

03/14/2008 - Present

Consulting
Parkway Regional Hospital
Nashville, TN

04/23/2008 - Present

Active
Kindred Hospital
Nashville, TN

05/02/2008 - Present

MEDICAL LICENSURE

AL 20495
CO DR-45092
KY 33781
TN 21964

02/26/2008 - Present
10/16/2006 - Present
03/19/1998 - Present
10/23/1991 - Present

SPECIALTIES

Board Certified
American Board of Radiology

Radiology, Diagnostic

06/10/1993

Curriculum Vitae

Jack Michael Friday, MD

2011 DEC 15 PM 3: 54

PERSONAL DATA

Date of Birth 11/16/1961
Gastonia, NC, USA

Marital Status Married

Citizenship USA

Residence 1159 Gateway Lane
Nashville, TN 37220

Primary Office Advanced Diagnostic Imaging, PC
3024 Business Park Circle
Goodlettsville, TN 37072

Telephone Number (615) 373-0626 (Home)

Business Office Advanced Diagnostic Imaging, PC
3024 Business Park Circle
Goodlettsville, TN 37072

Telephone Numbers (615) 851-6033 (Office)
(615) 851-2018 (Fax)

UPIN F44380

EDUCATION

Undergraduate 08/15/1980 - 05/10/1984
University of North Carolina at Chapel Hill
Chapel Hill, NC
BA

Medical School 08/01/1984 - 05/30/1988
University of North Carolina at Chapel Hill
Chapel Hill, NC
MD
Clinical Medicine Rotation and Student Health Alliance Clinic

Internship 07/01/1988 - 06/01/1989
University of Florida
Gainesville, FL
Internal Medicine

Residency 07/01/1989 - 06/30/1990
Tulane University Hospital
New Orleans, LA
Radiology

Residency 07/01/1990 - 06/01/1993
University of Virginia
Charlottesville, VA
Radiology

Fellowship 07/01/1993 - 06/30/1994
University of Florida, College of Medicine
Gainesville, FL
Cardiovascular & Interventional Radiology

EMPLOYMENT HISTORY

Advanced Diagnostic Imaging, P.C. 3024 Business Park Circle PO Box 249 Goodlettsville, TN 37072	10/01/1999 - Present
Premier Radiology 28 White Bridge Rd Suite 111 Nashville, TN 37205	10/01/1999 - Present
Hill Radiology Associates, P.C. 3024 Business Park Circle Goodlettsville, TN 37072	08/01/1994 - 09/30/1999

HOSPITAL AFFILIATIONS

Active Horizon Medical Center Dickson, TN	09/27/2007 - Present
Associate University Medical Center Lebanon, TN	05/03/2007 - Present
Consulting Bedford County Medical Center Shelbyville, TN	08/21/2003 - 08/18/2004
Associate Williamson Medical Center Franklin, TN	11/18/1999 - Present
Active Skyline Medical Center Nashville, TN	11/21/1994 - Present
Active Hendersonville Medical Center Hendersonville, TN	11/01/1994 - Present
Courtesy Summit Medical Center Hermitage, TN	11/01/1994 - 06/12/2007
Active Tennessee Christian Medical Center Madison, TN	10/25/1994 - 11/23/2005

MEDICAL LICENSURE

AL	SP.19	11/09/2007 - Present
TN	25800	07/01/1994 - Present
KY	29216	11/06/1992 - Present
VA	0101046771	07/01/1991 - Present
NC	38262	08/19/1989 - 11/16/2004

DEA INFORMATION

DEA	BF2883002	10/14/1994 - Present
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SPECIALTIES

Board Certified American Board of Radiology	Radiology, Diagnostic	06/10/1993 - Present
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ASSOCIATIONS & AFFILIATIONS

VIR
RSNA

Member
Member

PUBLICATIONS

Article

- Oblique projections in aortography following blunt trauma 06/01/1989

Speech

- Spurious ST segment depression due to atrial repolarization and further characterization of the T_a wave 01/01/1987
- Use of Captain for control of *Sarcophaga Bullata* through chitin synthesis inhibition 01/01/1983
- Reactivity of diabetic rat hearts and aortae to various neurotransmitters 01/01/1983
- Synthesis of candidate anti-cancer compounds for NCI tumor panel 01/01/1982

Michael S. Metzman, M.D.

Home Address
826 Overton Lea
Nashville, TN 37220
(615) 298-3660
mickmet@comcast.net

Business Office
Advanced Diagnostic Imaging, PC
3024 Business Park Circle
Goodlettsville, TN 37072
Phone (615) 851-8033; Fax (615) 851-2018

Education	Institution	Dates	Degree
	University of Pennsylvania	1974-1978	BA - Biology
	Hahnemann University College of Medicine	1978-1982	M.D.
	Good Samaritan Hospital - Internship	1982-1983	Internal Medicine
	Emory University Hospital - Residency	1983-1987	Radiology, Diagnostic
	Emory University Hospital - Fellowship	1987-1988	Neuroradiology

Work Experience
Advanced Diagnostic Imaging, PC, Radiologist, April 1, 1991 to present
NOL, LLC d/b/a Premier Radiology, Radiologist, April 1, 1991 to present
DeKalb Medical Center, Radiologist, July 1, 1988 to March 31, 1991

Facility Affiliations
Williamson Medical Center
Skyline Medical Center
Hendersonville Medical Center
RADS of America, LLC d/b/a Premier Radiology Pain Management Center
University Medical Center
Horizon Medical Center
Middle TN Mental Health Institute
Kindred Hospital
Baptist Women's Health Center, LLC d/b/a The Center for Spinal Surgery

License & Registrations

State	License #	Issue Date
TN	21291	February 13, 1991
KY	36851	November 6, 2001
AL	SP.23	November 29, 2007
CO	45081	October 6, 2006
WA	00047255	October 28, 2006

Specialties
American Board of Radiology Radiology, Diagnostic December 1987

Society Memberships
American College of Radiology
Radiological Society of North America
American Medical Association
Medical Association of Tennessee

Publications
MRI In the Diagnosis of Lesions of the Head and Neck November 1989

Paul C. Nau, M.D.

Home Address 9101 Brentmeade Blvd
Brentwood, TN 37027-8525
(615) 373-2178
ottemau@comcast.net

Business Office Advanced Diagnostic Imaging, PC
3024 Business Park Circle
Goodlettsville, TN 37072
Phone (615) 851-6033; Fax (615) 851-2018

Education	Institution	Dates	Degree
	Bellarmino College	1973-1976	BA
	University of Louisville Medical School	1976-1980	M.D.
	University of Louisville, School of Medicine	1980-1983	Radiology, Diagnostic
	Saint Louis University Hospitals	1983-1984	CT/Ultrasound
	Vanderbilt University Medical Center	1992-1993	Neuroradiology

Work Experience

Advanced Diagnostic Imaging, PC, Radiologist	July 1, 1988 to present
NOL, LLC d/b/a Premier Radiology, Radiologist	July 1, 1988 to present
Medical Center at Bowling Green, KY, Radiologist	June 1, 1984 – June 30, 1988

Facility Affiliations

- Williamson Medical Center
- Skyline Medical Center
- Hendersonville Medical Center
- RADS of America, LLC d/b/a Premier Radiology Pain Management Center
- University Medical Center
- Horizon Medical Center
- Middle TN Mental Health Institute
- Kindred Hospital
- Baptist Women's Health Center, LLC d/b/a The Center for Spinal Surgery

License & Registrations	State	License #	Issue Date
	TN	19295	November 1, 1988
	KY	21815	August 6, 1981
	AL	SP.16	October 24, 2007
	CO	45569	April 24, 2007
	WA	00047628	November 14, 2006

Board Certification American Board of Radiology Radiology, Diagnostic June 1984

Society Memberships

- American College of Radiology
- Radiological Society of North America
- American Society of Neuroradiology Senior Member
- American Roentgen Ray Society
- International Spine Intervention Society

Curriculum Vitae

Personal

Name: Marc Gregory Soble, M.D.
Address: 9610 Lineberger Court
Brentwood, TN 37027
Home Phone: (615) 776-7327
Cell Phone: (615) 653-1023
Email: mlgi89@comcast.net
Date of Birth: November 6, 1958
Place of Birth: Bryn Mawr, Pennsylvania
Marital Status: Married

Present Position:

12/02-Present Partner, Advanced Diagnostic Imaging
3024 Business Park Circle
Goodlettsville, Tn.

12/02- Present Partner, Premier Radiology
Nashville, Tn.

Previous Positions:

8/01-12/02 Chief Radiologist-Wellscreen Screening CT
Centers-Baltimore, Md.

7/91-12/02 Partner- Quantum Imaging and Therapeutic
Associates- Lewisberry, Pa.

1/97-12/01 Director and Secretary- Board of Directors-
Quantum Imaging and Therapeutic Associates-
Lewsisberry, Pa.

6/05- 7/07 Chief of Radiology, Skyline Medical Center
3441 Dickerson Pike- Nashville, TN

Prior Post Graduate Education

Fellowship 7/90-6/91 CT/US/MRI
University of Michigan
Department of Radiology

University of Michigan Medical Center
University Hospital
1500 E. Medical Center Drive
Ann Arbor, MI 48109
(313) 935-4491

Residency 7/86-6/90

Diagnostic Radiology
Bridgeport Hospital
Department of Radiology
267 Grant Street/Box 50000
Bridgeport, CT 06610
(203) 384-3169

Internship 7/85-6/86

Internal Medicine
St. Vincent Hospital
Worcester, MA

Education

Medical School 8/81-5/85

Georgetown University M.D.

Undergraduate 9/77-5/79
9/80-5/81

Lafayette College
B.A. Chemistry
Cum Laude
Freshman Chemistry Achievement Award

8/79-5/80

Georgetown University
Visiting Student

Research Positions

7/79-8/80

National Institute of Mental Health

Assisted with development of radioimmunoassay of endogenous opioids in human plasma.

Assisted with investigation of relationship of endogenous plasma levels to psychiatric illness.

Original Research: Investigation of relationship of endogenous opioid plasma levels to acute ethanol intoxication.

Medical License

TN 11/02 - Present
KY 11/03 - Present
ME 12/06 - Present

ID 01/07 - Present
GA 02/07 - Present
AL 10/07 - Present

Specialty Certification

Certified by American Board of Radiology-6/90
Radiology Written Examination 10/89 (Physics 92%/ Diagnostic 80%)

Society Memberships

RSNA
ACR
SCCT

Publications and Research

Soble, M., Kaye, A., Guay, R. Rotator Cuff Tear: Clinical Experience with Sonographic Detection. Radiology 1989; 173; 319-321.

Cardi, P., Soble, M., Heller, C. Atypical Presentation of Testicular Carcinoma. AJR 1988;151; 200.

Naber, D., Soble, M., Pickar, D. Ethanol Increases Opioid Activity in Normal Volunteers. Pharmacopsychiatry 1981;1:160-191.

Naber, D., Pickar, D., Dione, B., Bowie, D., Ewels, B., Moody, S., Soble, M., Pert, C. Assay of Endogenous Opiate Receptor Ligands in Human CSF and Plasma. Sub. Alch. Actions/Misuse. 1980;1; 83-91.

Oral Presentation

Sonographic Detection of Rotator Cuff Tear: Clinical Experience. RSNA, 11/88, Chicago, IL.

Sonographic Examination of Rotator Cuff. Bridgeport Hospital Scientific Symposium, 3/89, Bridgeport, CT.

Patents

Device to Aid in Interpretation Mammograms-utility patent 7/99.

Skills

General Radiology (CT/US)
MRI (Neuro/MSK/Body/Breast)
Mammography
PET
Computed Tomography Angiography (CTA)
Level II- Cardiac CCTA October 2007

CURRICULUM VITAE

NAME: James Centre King III, M.D.

ADDRESS:

Residence: 4004 Iroquois Avenue
Nashville, TN 37205
Phone: (615) 665-7071

Business: Advanced Diagnostic Imaging
3024 Business Park Circle
Goodlettsville, TN 37072

PERSONAL INFORMATION:

Birthplace and Date: Nashville, Tennessee
December 29, 1960

Citizenship: United States of America

Marital Status: Married

EDUCATION:

Vanderbilt University 1979-1983
Nashville, Tennessee
B.A. Molecular Biology
(summa cum laude)

Vanderbilt University 1983-1987
School of Medicine
Nashville, Tennessee
M.D.

Revised December 2007

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James C. King III, M.D.
Curriculum Vitae
Page 2

POSTDOCTORAL TRAINING:

<i>Residency:</i>	Vanderbilt University School of Medicine Nashville, Tennessee (Internal Medicine)	1987-1988
	Vanderbilt University School of Medicine Nashville, Tennessee (Diagnostic Radiology)	1988-1992
	Chief Resident	1991-1992
<i>Fellowship:</i>	Bowman Gray School of Medicine Winston-Salem, North Carolina (Neuroradiology)	1992-1994

UNIFORMED SERVICE:

Tennessee Air National Guard Flight surgeon, 118th Tactical Hospital Highest Rank Attained: Major	1988-1993
Honor graduate U.S.A.F. Aerospace Medicine Primary Course	1990

CERTIFICATION:

American Board of Radiology	June 1992
National Board of Medical Examiners	July 1988
Certificate of Added Qualification Neuroradiology	1995 - 2005 2007 - 2017

PROFESSIONAL LICENSURE: Tennessee (#MD019019)	7/8/1988 - present
Kentucky (#27053)	2/15/1990 - present

Colorado (DR-44823)	7/6/2006 - present
Washington (MD00046988)	8/11/2006 - present
Georgia (058976)	2/2/2007 - present
Idaho (M9784)	1/2/2007 - present
Maine (017311)	12/6/2006 - present
Louisiana	3/17/2008 - present
Alabama	11/29/2007 - present
Arkansas	Pending
North Carolina (35947)	9/19/92 - 7/20/95

EMPLOYMENT:

Radiologist	1994 - present
Executive Committee Member Advanced Diagnostic Imaging, PC Goodlettsville, Tennessee	2000 - present

PROFESSIONAL MEMBERSHIPS:

Radiological Society of North America	1992 - present
American College of Radiology	1992 - present
American Roentgen Ray Society	1992 - present
American Society of Neuroradiology (Senior member)	1994 - present
Middle Tennessee Radiological Society President, May 1998 - April 1999	1994 - 2000

GRANTS:

Berlex Laboratories
February 1, 1993 - June 30, 1994
\$36,576
Subinvestigator

James C. King III, M.D.
Curriculum Vitae
Page 4

"The Evaluation of the Safety and Efficacy of Intravenous Gadopentetate Dimeglumine at 0.3 mmol/kg Body Weight in Adult Patients with Known Primary Carcinoma Who Have a Definite or Suspected Metastatic Lesion(s) of the Central Nervous System."

LECTURES, SPEECHES & PRESENTATIONS:

1. King JC, Mathews VP, Williams DW, Ginsberg LE, Keyes JW Jr, Greven KM. CT and PET features of large metastatic lymph nodes of the neck. Presented at the 31st Annual Meeting of the American Society of Neuroradiology, Vancouver, British Columbia, May 16, 1993.
2. King JC. Imaging evaluation of cerebral ischemia. Presented to the North Carolina Society of Radiologic Technologists, High Point, North Carolina, September 18, 1993.
3. King JC, Mathews VP, Elster AD, Hamilton CA, Strottmann JM. Cranial MR imaging using magnetization transfer contrast: appearance of normal structures before and after gadolinium. Presented at the 79th Scientific Assembly and Annual Meeting of the Radiological Society of North America, Chicago, Illinois, December 1, 1993.
4. Mathews VP, King JC, Elster AD, Hamilton CA, Strottmann JM. Magnetization transfer and high-dose gadolinium in MR of acute cerebral infarction. Presented by VP Mathews at the 79th Scientific Assembly and Annual Meeting of the Radiological Society of North America, Chicago, Illinois, December 2, 1993.
5. Ginsberg LE, Stump DA, King JC, Deal DD, Moody DM. In vitro sonographic air emboli detection: glass versus plastic syringes and implications for neuroangiography. Presented by LE Ginsberg at the 79th Scientific Assembly and Annual Meeting of the Radiological Society of North America, Chicago, Illinois, December 1, 1993.
6. Ulmer JL, Elster AD, Mathews VP, King JC. The "wide canal sign": evaluation of a method for distinguishing degenerative and isthmic spondylolisthesis on sagittal MR images. Presented by JL Ulmer at the annual meeting of the American Roentgen Ray Society, New Orleans, Louisiana, April 24 - 29, 1994.
7. Mathews VP, Ulmer JL, Hamilton CA, King JC, Roboussin DM, Elster AD. Combined effects of magnetization transfer and gadolinium on intracranial MR angiography. Presented by VP Mathews at the 32nd Annual Meeting of the American Society of Neuroradiology, Nashville, Tennessee, May 3 - 7, 1994.

LECTURES, SPEECHES & PRESENTATIONS (continued):

8. Mathews VP, Ulmer JL, Hamilton CA, Reboussin DM, King JC, Elster AD. Intracranial vessel visualization with MR angiography: synergism of magnetization transfer and gadolinium. Presented by VP Mathews at the 80th Scientific Assembly and Annual Meeting of the Radiological Society of North America, Chicago, Illinois, November 27 - December 2, 1994.
9. McLean FM, Mathews VP, King JC, Moody DM. Bilateral hemispheric enhancement of MR after seizure. Presented by FM McLean at the 80th Scientific Assembly and Annual Meeting of the Radiological Society of North America, Chicago, Illinois, November 27 - December 2, 1994.
10. Ulmer JL, Mathews VP, Elster AD, King JC. Lumbar spondylolysis: ancillary observations on MR imaging. Presented by JL Ulmer at the 80th Scientific Assembly and Annual Meeting of the Radiological Society of North America, Chicago, Illinois, November 27 - December 2, 1994.
11. Ulmer JL, Mathews VP, Elster AD, King JC. Lumbar spondylolysis without spondylolisthesis: recognition of isolated posterior element subluxation on sagittal MR imaging. Presented by JL Ulmer at the 80th Scientific Assembly and Annual Meeting of the Radiological Society of North America, Chicago, Illinois, November 27 - December 2, 1994.
12. King JC. Imaging manifestations of stroke. Presented by JC King at the Nashville Memorial Hospital Brain Attack Seminar, Nashville, Tennessee April 29, 1995.

SCIENTIFIC EXHIBITS:

1. Holbrook JT, King JC, Creasy J, Kessler R, Kerner T. Perspective coronal view of the base of the skull and temporal bone. The 76th Scientific Assembly of the Radiological Society of North America, November 24 - 30, 1990.
2. Holbrook JT, King JC, Creasy J, Kessler R, Wood R. Perspective coronal CT and MR view of the base of the skull and temporal bone. The 77th Scientific Assembly of the Radiological Society of North America, December 1 - 6, 1991.
3. Mathews VP, King JC, Elster AD, Ulmer JL, Hamilton CA. Combined effects of magnetization transfer and gadolinium in MR imaging. The 79th Scientific Assembly and Annual Meeting of the Radiological Society of North America, Chicago, Illinois, November 28 - December 3, 1993.
Received the Cum Laude Award.
4. Mathews VP, King JC, Elster AD, Ulmer JL, Hamilton CA. Combined effects of magnetization transfer and gadolinium in MR imaging. The annual meeting of the American Roentgen Ray Society, New Orleans, Louisiana, April 24 - 29, 1994.
Received Gold Medal Award as the best scientific exhibit.
5. Mathews VP, King JC, Elster AD, Ulmer JL, Hamilton CA. Combined effects of magnetization transfer and gadolinium in MR imaging. The 32nd Annual Meeting of the American Society of Neuroradiology, Nashville, Tennessee, May 3 - 7, 1994.
Received the Summa Cum Laude Award.
6. McLean FM, Mathews VP, King JC. Bilateral hemispheric blood-brain barrier breakdown on enhanced MR after seizure. The 32nd Annual Meeting of the American Society of Neuroradiology, Nashville, Tennessee, May 1994.

BIBLIOGRAPHY

Journal Articles:

1. Carroll FE, Parker RE, Loyd JE, Holburn GE, King JC, Roos CF, Erikson J. Inexpensive, air-driven ventricular assist or replacement device for use in MR research. *Invest Radiol* 1990; 25:579-582.
2. Kwon TK, King JC, Jeanty J. Acrania: review of 14 cases. *The Fetus* 1991; 1(1).
3. Elster AD, King JC, Mathews VP, Hamilton CA, Strottmann JM. Cranial MR imaging with magnetization transfer contrast: appearance of normal structures before and after administration of gadolinium. *Radiology* 1993; 189(P):241
4. Mathews VP, King JC, Elster AD, Hamilton CA. Cerebral infarction: effects of dose and magnetization transfer saturation at gadolinium-enhanced MR imaging. *Radiology* 1994; 190:547-552.
5. Elster AD, King JC, Mathews VP, Hamilton CA. Cranial tissues: appearance at gadolinium-enhanced and nonenhanced MR imaging with magnetization transfer contrast. *Radiology* 1994; 190:541-546.
6. Elster AD, Mathews VP, King JC, Hamilton CA. Improved detection of gadolinium enhancement using magnetization transfer imaging. *Neuroimaging Clinics of North America* 1994; 4(1):185-192.
7. Ginsberg LE, Stump DA, King JC, Deal DD, Moody DM. Air embolus risk with glass versus plastic syringes: in vitro study and implications for neuroangiography. *Radiology* 1994; 191:813-816.
8. Ulmer JL, Elster AD, Mathews VP, King JC. The "wide canal sign": evaluation of a method for distinguishing degenerative and isthmic spondylolisthesis on sagittal MR images. *AJR* (in press).

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James C. King III, M.D.
Curriculum Vitae
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Abstracts:

1. King JC, Mathews VP, Williams DW, Ginsberg LE, Keyes JW Jr, Greven KM. CT and PET features of large metastatic lymph nodes of the neck. Proceedings of the 31st Annual Meeting of the American Society of Neuroradiology, Vancouver, 1993 May 16-20:52.
2. King JC, Mathews VP, Elster AD, Hamilton CA, Strottmann JM. Cranial MR imaging with magnetization transfer contrast: appearance of normal structures before and after administration of gadolinium. Radiology 1993; 189(P)(Suppl): 241.
3. Mathews VP, King JC, Elster AD, Hamilton CA, Strottmann JM. Combined effects of magnetization transfer and gadolinium in MR imaging. Radiology 1993; 189(P)(Suppl):394.
4. Mathews VP, King JC, Elster AD, Hamilton CA, Strottmann JM. Magnetization transfer and high-dose gadolinium in MR imaging of acute cerebral infarction. Radiology 1993; 189(P)(Suppl):294.
5. Ginsberg LE, Stump DA, King JC, Deal DD, Moody DM. In vitro sonographic air emboli detection: glass versus plastic syringes and implications for neuroangiography. Radiology 1993; 189(P)(Suppl):248.

COMMITTEES:

Member, Credentials Committee, Summit Medical Center	May 1996 - April 1997
Chairman, Credentials Committee, Summit Medical Center	May 1997 - April 1998
Chairman, Department of Radiology, Summit Medical Center	May 1998 - April 1999
Executive Committee, Advanced Diagnostic Imaging, P.C.	January 2000 - 2006

Curriculum Vitae
Himmelfarb, Elliot H (MD)

PERSONAL DATA

Date of Birth	11/20/1942 Brooklyn, NY
Marital Status	Married
Citizenship	USA
Social Security #	069-34-2255
Residence	802 Franklin Rd Brentwood, TN 37027
Primary Office	Advanced Diagnostic Imaging, PC 3024 Business Park Circle Goodlettsville, TN 37072
Telephone Numbers	(615)370-3605 (Home) (615)851-6033 (615)851-2018
Federal Tax ID	62-0874165
UPIN	B02860
NPI	1710932017

EDUCATION

Undergraduate Rensselaer Polytechnic Institute Troy, NY	09/01/1959 - 06/30/1962
Medical State University of New York Brooklyn, NY MD Summa Cum Laude	09/01/1962 - 06/30/1966
Internship: Veterans Administration Hospital Brooklyn, NY	07/01/1966 - 06/30/1967
Residency: Kings County Hospital Brooklyn, NY	07/01/1967 - 06/30/1969
Residency: General Brooklyn Cumberland Medical Center Brooklyn, NY	07/01/1969 - 06/30/1970
Teaching Appointments: Instructor, Radiology - 7/1/70 to 6/30/71 State University of New York Brooklyn, NY	07/01/1970 - 06/30/1971

Teaching Appointments: Aast Rad Prof - 8/1/73 to 6/30/74 07/01/1970 - 12/31/1971
State University of New York
Brooklyn, NY

Teaching Appointments: Instructor, Radiology 7/1/70 to 6/30/71 07/01/1970 - 06/30/1971
Kings County Hospital
Brooklyn, NY

MILITARY EXPERIENCE

US Navy LT Commander

EMPLOYMENT HISTORY

Advanced Diagnostic Imaging, PC 10/01/2003 - Present
3024 Business Park Circle
Goodlettsville, TN 37072

NOL, LLC d/b/a Premier Radiology 10/01/2003 - Present
28 White Bridge Rd Suite 111
Nashville, TN 37205

Elliot H. Himmelfarb, MD 09/01/1976 - 09/30/2003
1234 West Main Street PO Box 681708
Franklin, TN 370681709

Le Bonheur Children's Hospital 03/01/1975 - 10/01/1976
50 North Dunlap Street
Memphis, TN 38103

City of Memphis Hospital; John Gaston Hospital; now known as "The Med" Regional Medical Center 08/01/1973 - 10/01/1976
877 Jefferson Avenue
Memphis, TN 38103

Veterans Administration Medical Center 08/01/1973 - 10/01/1976
1030 Jefferson Avenue
Memphis, TN 38104

Nassau University (County) Medical Center 01/01/1973 - 08/01/1973
2201 Hempstead Turnpike
East Meadow, NY 11554

Long Beach Memorial Hospital 11/01/1971 - 08/01/1973
455 E Bay Drive
Long Beach, NY 11561

South Shore Hospital (used to be St. Johns Episcopal) 11/01/1971 - 08/01/1973
327 Beach 19th Street
Rockaway, NY 11691

HOSPITAL AFFILIATIONS

Affiliate 03/15/2011 - Present
Skyline Medical Center
Nashville, TN

Active 10/15/1976 - Present
Williamson Medical Center

Franklin, TN Provisional Williamson Surgery Center Franklin, TN	11/17/2009	- Present
Provisional Consulting Hlokman Community Hospital Centerville, TN	03/06/2011	- Present
Provisional Hendersonville Medical Center Hendersonville, TN	02/08/2011	- Present
Associate Horizon Medical Center Dickson, TN	01/27/2011	- Present
Provisional Courtesy University Medical Center Lebanon, TN	10/14/2010	- Present

MEDICAL LICENSURE

TN	8191	07/09/1973	- Present
CA	G20172	04/07/1971	- Present
MS	6828	07/09/1971	- Present
NY	099241	07/14/1967	- 12/31/1988

DEA INFORMATION

Federal	AH5631800	09/23/2009	- Present
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SPECIALTIES

Board Certified

American Board of Radiology	Radiology	06/12/1971	- Present
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ASSOCIATIONS & AFFILIATIONS

AMA	Member	08/01/1973
Tennessee Medical Association	Member	08/01/1973
ACR	Member	

PUBLICATIONS

Article

- Sonographic Diagnosis of Seminal Vesical Cysts 03/01/1986
- Knee Arthrography 01/01/1979
- Radiologic Evaluation of Treatment of Advanced Carcinoma of the Prostate 03/01/1978
- The Radiologic Spectrum of Cardiopulmonary Amyloidosis Chest 09/01/1977

- Right Colon Adhesions Radiology 07/01/1976
 - Pathology Correlative Study of Neovascularity 01/01/1976
 - New Thoughts Concerning Xanthogranulomatous Pyelonephritis 09/01/1975
 - Myelographic Appearance of Meningo Vascular Lymphoma Involving Cauda Equina 06/01/1975
 - Roentgen Features of the Ask-Upmark Kidney 12/01/1974
 - Unusual Roentgen Presentations of Multiple Myeloma 12/01/1974
 - Unusual Bony Manifestations of Lymphoproliferative Disorder 09/01/1974
 - Reduction of Inguinal Hernia "En Masse" 06/01/1974
 - The Roentgen Features of Renal Carbuncle 12/01/1972
 - Portacaval Shunt with Arterialization of the Hepatic Portion of the Portal Vein 10/01/1972
 - Post Traumatic Bronchopulmonary Fistula 09/01/1972
 - Renal Pelvic Carcinoma - An Anangiographic reevaluation 01/01/1972
 - Measurement of Streaming Potentials of Mammalian Blood Vessels 01/01/1966
 - Tennessee Medical Association Xray of the Mouth
 - The Whirl Sign: A CT finding in Volvulus of the Large Bowel
- Speech**
- Studies of Streaming Potentials in Large Mammalian Blood Vessels in Vivo 01/01/1965

Curriculum Vitae
Alan S. Ericksen, M.D.

PERSONAL DATA

Date of Birth	08/11/1958 Decatur, IL
Marital Status	Married
Citizenship	USA
Social Security #	146-58-2488
Residence	1836 Old Natchez Trace Franklin, TN 37069
Primary Office	Advanced Diagnostic Imaging, PC 3024 Business Park Circle Goodlettsville, TN 37072
Telephone Numbers	(615)599-2524 (Home) (615)851-6033 (615)851-2018
Business Office	Advanced Diagnostic Imaging, PC 3024 Business Park Circle Goodlettsville, TN 37072
Telephone Numbers	(615)851-6033 (Office) (615)851-2018 (Fax)
Federal Tax ID	62-0874165
UPIN	P37821
NPI	1164477154

EDUCATION

Undergraduate Houghton College Houghton, NY BS	- 05/31/1980
Medical University of Medicine & Dentistry of New Jersey Newark, NJ MD	08/01/1980 - 05/23/1984
Residency Robert Wood Johnson Medical School Piscataway, NJ	07/01/1984 - 06/30/1987
Residency Robert Wood Johnson Medical School Piscataway, NJ	07/01/1988 - 06/30/1992
Fellowship Robert Wood Johnson Medical School Piscataway, NJ	07/01/1987 - 06/30/1988
Fellowship Robert Wood Johnson Medical School Piscataway, NJ	07/01/1988 - 06/30/1992

EMPLOYMENT HISTORY

NOL, LLC d/b/a Premier Radiology 28 White Bridge Rd Suite 111 Nashville, TN 37203	10/01/2005 - Present
Advanced Diagnostic Imaging 3024 Business Park Circle Goodlettsville, TN 37072	10/01/2005 - Present
Alan S. Erloksen, MD (Locum Tenens) 1936 Old Natchez Trace Franklin, TN 37069	05/01/2005 - 09/30/2005
Diagnostic Imaging, Inc 510 Recovery Rd Suite 200 Nashville, TN 37211	04/01/2003 - 04/30/2005
Radiology Associates of Bennington, Inc Southwestern VT Medical Center 100 Hospital Drive Bennington, VT 05201	07/01/1992 - 03/31/2003

HOSPITAL AFFILIATIONS

Southern Hills Medical Center Nashville, TN	04/01/2003 - 04/30/2005
Active Skyline Medical Center Nashville, TN	01/17/2006 - Present
Stone Crest Medical Center Smyrna, TN	12/01/2003 - 04/30/2005
South Western Vermont Medical Center Bennington, VT	07/01/1992 - 03/31/2003
Mary McClellan Hospital Cambridge, NY	12/01/1997 - 03/31/2003
Associate Williamson Medical Center Franklin, TN	02/01/2007 - Present
Associate Summit Medical Center Hermitage, TN	04/11/2006 - 06/12/2007
Active Hendersonville Medical Center Hendersonville, TN	01/10/2006 - Present
Courtesy University Medical Center Lebanon, TN	06/13/2007 - Present
Associate Horizon Medical Center Dickson, TN	10/23/2007 - Present
Active Middle Tennessee Mental Health Institute Nashville, TN	03/14/2008 - Present

Consulting
Kindred Hospital Nashville
Nashville, TN

05/02/2008 - Present

MEDICAL LICENSURE

TN 37124
NJ 25MA04742500
NY 208372
VT 042-0008545

12/16/2002 - Present
01/09/1986 - 06/30/1993
09/22/1997 - 07/31/2003
06/17/1992 - 11/30/2004

DEA INFORMATION

Federal BE3994731

08/11/2003 - Present

SPECIALTIES

Board Certified

American Board of Radiology Radiology, Diagnostic

11/09/1992

ASSOCIATIONS & AFFILIATIONS

ACR
RSNA
National Honor Society

Michael C. Cian, M.D.

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Home Address
111 Westhampton Place
Nashville, TN 37205
(615) 298-9714
cianmc@comcast.net

Business Office
Advanced Diagnostic Imaging, PC
3024 Business Park Circle
Goodlettsville, TN 37072
Phone (615) 851-8033; Fax (615) 851-2018

Education	Institution	Dates	Degree
	Queens University	1988-1991	Bachelor of Science
	New York Medical College	1992-1996	M.D.
	Vanderbilt University	1996-2000	Diagnostic Radiology
	UNC at Chapel Hill	2000-2001	Musculoskeletal Radiology

Academic Honors and Awards
Diagnostic Radiology Oral Boards, May 17, 2000 - Passed
Diagnostic Radiology Written Boards, September 16/17 1999 - Passed
percentile rank 80%
Diagnostic Radiology Physics Boards, September 17, 1999
percentile rank 99%

Work Experience
Advanced Diagnostic Imaging, Musculoskeletal Radiologist, June 20, 2001
to present
NOL, LLC d/b/a Premier Radiology, Musculoskeletal Radiologist, June 20, 2001
to present; Director of Hermitage Imaging Center location.

Facility Affiliations
Skyline Medical Center
Hendersonville Medical Center
Williamson County Medical Center
RADS of America, LLC d/b/a Premier Radiology Pain Management Center
University Medical Center
Horizon Medical Center
Middle TN Mental Health Institute
Kindred Hospital
Baptist Women's Health Center, LLC d/b/a The Center for Spinal Surgery

License & Registrations	State	License #	Issue Date
	TN	30461	June 19, 1998
	KY	36881	December 13, 2001
	AL	28455	October 29, 2007
	CO	45289	February 1, 2007
	WA	00047287	November 6, 2008
	GA	65095	September 2, 2010

Specialties
American Board of Radiology
Radiology, Diagnostic May 2000

Society Memberships
American College of Radiology
Society of Skeletal Radiology
Radiological Society of North America
American Medical Association
American Journal of Radiology

CURRICULUM VITAE

MICHAEL J. LEVITT, MD

ADDRESS: 6401 Worchester Drive
Nashville, Tennessee 37221-3709

BUSINESS ADDRESS: 28 White Bridge Rd
Suite 110
Nashville, TN 37205

HOSPITAL ADDRESS: Nashville Memorial Hospital
612 West Due West Avenue
Madison, TN 37115

TELEPHONE: (home) (615)377-3368
(office) (615)356-1123
(hospital) (615)865-3463

CERTIFICATION and LICENSURE:

Diplomate, National Board of Medical Examiners, July 1987

Board Certified in Diagnostic Radiology, June 1981

Licensed in Kentucky, Tennessee and Georgia (inactive)

EDUCATION: MD Emory University School of Medicine, 1977
B.S. Emory University, 1973

INTERNSHIP and RESIDENCY:

Internship, Radiology Categorical Diversified,
Grady Memorial Hospital, Atlanta, Georgia, 1977-1978

Diagnostic Radiology Residency, Emory University
Affiliated Hospitals, Atlanta, Georgia, 1978-1981

Chief Resident, Diagnostic Radiology, Emory University
Affiliated Hospitals, Atlanta, Georgia, 1980-1981

Fellowship, Interventional Radiology, Emory University
Affiliated Hospitals 1981-1982

Fellowship, Neuroradiology, Vanderbilt University
Medical Center 1991-1992

PRACTICE EXPERIENCE: Active Staff, Nashville Memorial Hospital, Madison,
Tennessee 3/1991-present

Park View Medical Center, Nashville, Tennessee, active
staff 11/11/1982-3/1991

West Side Hospital, Nashville, Tennessee, active staff
11/11/1982-3/1987

Tennessee Christian Medical Center, Madison, Tennessee
active staff 11/11/1982-3/1991

Highland Hospital, Portland, Tennessee, active staff
1/1/1986-12/31/1987

Private CT office, Prestonsburg, Kentucky, locum tenens
for KRON, Inc. 9/1982

Griffin - Spalding Hospital, Griffin, Georgia, locum
tenens 8/1982

Tanner Memorial Hospital, Carrollton, Georgia, locum
Tenens 7/1982

Piedmont Hospital, Atlanta, Georgia, courtesy staff
1981-1982

Parkway Regional Hospital, Lithia Springs, Georgia,
courtesy staff 1981-1982

Union County Hospital, Blairsville, Georgia, locum
tenens 1981

MEMBERSHIPS:

**American College of Radiology
Tennessee Medical Association
Davidson County Medical Society
Nashville Academy of Medicine
Radiological Society of North America**

Personal and Professional references furnished upon request.

Curriculum Vitae

Joe M MacCurdy Jr, MD

PERSONAL DATA

Date of Birth	05/11/1964 Baton Rouge, LA
Marital Status	Married
Citizenship	USA
Residence	211 Gun Club Rd Nashville, TN 37205
Primary Office	Advanced Diagnostic Imaging 3024 Business Park Circle Goodlettsville, TN 37072
Telephone Numbers	(615) 356-2555(Home) (615) 851-6033(Office) (615) 851-2018(Fax)
UPIN	F34128

EDUCATION

Undergraduate

Rhodes College Memphis, TN BS	08/31/1982 - 05/31/1986
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Medical School Louisiana State University, School of Medicine New Orleans, LA MD	08/31/1986 - 05/05/1990
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Internship Bowman Gray School of Medicine Winston-Salem, NC	07/01/1990 - 06/30/1991 Internal Medicine
--	--

Residency Medical College of Georgia Augusta, GA	07/01/1991 - 06/30/1995 Radiology, Diagnostic
---	--

Fellowship University of Pittsburgh Medical Center Pittsburgh, PA	07/01/1995 - 06/30/1996 Radiology, Interventional
--	--

**EMPLOYMENT
HISTORY**

Advanced Diagnostic Imaging 3024 Business Park Circle Goodlettsville, TN 37072	07/08/1996 - Present
Premier Radiology 28 White Bridge Rd Suite 111 Nashville, TN 37205	07/08/1996 - Present
Medical College of Georgia 1120 15th Street Augusta, GA 30912	07/01/1991 - 06/30/1995
North Carolina Baptist Hospital Medical Center Blvd Winston-Salem, NC 25157	06/01/1990 - 06/30/1991

SPECIALTIES

Board Certified

American Board of Radiology	Radiology, Diagnostic	06/07/1995 -
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**ASSOCIATIONS &
AFFILIATIONS**

Society of Cardiovascular and Interventional Radiology	Member	01/01/1996 -
American College of Radiology	Member	01/01/1995 -
American Roentgen Ray Society	Member	01/01/1991 -
RSNA	Member	01/01/1991 -

PATIENT TRANSFER AGREEMENT

THIS PATIENT TRANSFER AGREEMENT (this "Agreement") is made as of *April 1, 2011*, by and between SAINT THOMAS HEALTH SERVICES ("STHS"), a not-for-profit Tennessee corporation, and MIDDLE TENNESSEE IMAGING, LLC ("Transferor").

R E C I T A L S :

A. Transferor, and its subsidiaries, operates a number of health care entities located in Middle Tennessee ("Facilities" or singularly, a "Facility").

B. STHS is a health system which includes four hospital campuses serving the Middle Tennessee area: Baptist Hospital, St. Thomas Hospital, Middle Tennessee Medical Center, and Hickman Community Hospital.

C. The parties desire to assure a continuity of care and appropriate medical treatment for the needs of each patient in their respective facilities, and have determined that, in the interest of patient care, the parties should enter into an agreement to provide for the transfer of patients from certain of Transferor's facilities to STHS hospitals on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. Term and Termination.

(a) The Agreement shall have a two (2) year term commencing on **April 1, 2011** (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall automatically renew for up to three additional one-year renewal terms ("Renewal Term") unless either party provides written notice of its intent not to renew to the other party at least sixty (60) days prior to the end of the then current term (the Initial Term and any Renewal Terms are collectively referred to herein as the "Term").

(b) This Agreement may be terminated by either party:

- (i) upon ninety (90) days prior written notice to the other party, or
- (ii) immediately should the other party fail to maintain the licenses, certifications or accreditations, including Medicare certification, required to operate its facility as it is currently being operated.

2. Transfer.

(a) Transferor's Facilities to which this Agreement is applicable, and those STHS hospitals to which Transferor's patients may be transferred (the "Hospital" or "Hospitals"), are set forth on Exhibit A which is attached hereto and incorporated herein by this reference.

(b) Upon such time that a patient's physician determines that the patient needs to be transferred from a Transferor Facility to a Hospital pursuant to Transferor's physician's order, Hospital agrees to admit the patient as promptly as possible and provide healthcare services as necessary, provided all conditions of eligibility are met. Transferor agrees to send the following with each patient at the time of transfer, or as soon thereafter as possible in emergency situations:

- (i) an abstract of pertinent medical and other information necessary to continue the patient's treatment without interruption; and
 - (ii) essential identifying and administrative information.
- (c) Transferor shall also perform the following:
- (i) notify Hospital of the impending transfer;
 - (ii) receive confirmation that Hospital can accept the patient, and that a Hospital medical staff physician has done so;
 - (iii) obtain patient's consent to the transfer; and
 - (iv) arrange for the transportation of the patient, including mode of transportation and the provision of one or more health care practitioners as necessary.

3. Relationship of the Parties.

(a) Nothing in this Agreement shall in any way affect the autonomy of either party. Each party shall have exclusive control of its management, assets and affairs. Neither party assumes any liability for the debts or obligations of the other party.

(b) Neither party shall be responsible, financially or otherwise, for the care and treatment of any patient while that patient is admitted to, or is under the care of, the other party's facility.

(c) Each party may contract or affiliate with other facilities during the term of this Agreement.

4. EMTALA. The parties agree that any patient transfers made pursuant to this Agreement shall be in compliance with 42 U.S.C. § 1395dd, et seq. and any amendments thereto ("EMTALA"), EMTALA's implementing regulations, such other requirements as may be imposed by the Secretary of Health and Human Services, and any other applicable Federal or State patient transfer laws.

5. Indemnification. Transferor agrees to indemnify, defend and hold STHS, its officers, trustees, employees and agents harmless, to the extent permitted by applicable law, from or against any loss, injury, damage or liability incurred by reason of any act or failure to act by

Transferor, its officers, employees or agents in connection with the performance of this Agreement.

STHS agrees to indemnify, defend and hold Transferor, its officers, employees and agents harmless, to the extent permitted by applicable law, from or against any loss, injury, damages or liability incurred by reason of any act or failure to act by STHS, its officers, trustees, employees and agents in connection with the performance of this Agreement.

6. Compliance. In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Section 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 and 1975 and the Americans with Disabilities Act of 1990, and Title VI of the Civil Rights Act of 1964 each party hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service, AIDS and AIDS related conditions in its administration of its policies, including admissions policies, employment, or program activities.

7. Record Availability. Transferor agrees that, until the expiration of four (4) years after the furnishing of any goods and services pursuant to this Agreement, it will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data of Transferor that are necessary to certify the nature and extent of the costs incurred by STHS in purchasing such goods and services. If Transferor carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars (\$10,000) or more over a twelve-month period, Transferor will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any good or service pursuant to said contract, the related organization will make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of costs incurred by Transferor for such goods or services. Transferor shall give STHS notice immediately upon receipt of any request from the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives for disclosure of such information.

Transferor agrees to indemnify, defend and hold STHS harmless from and against any loss, liability, judgment, penalty, fine, damages (including punitive and/or compounded damages), costs (including reasonable attorneys' fees and expenses) suffered or incurred by STHS as a result of, in connection with, or arising from Transferor's failure to comply with this Section 7.

8. Exclusion from Federal Health Care Programs. Transferor represents and warrants that it has not been nor is it about to be excluded from participation in any Federal Healthcare Program. Transferor agrees to notify STHS within one (1) business day of Transferor's receipt of a notice of intent to exclude or actual notice of exclusion from any such program. The listing of Transferor or any Transferor-owned subsidiary on the Office of Inspector General's exclusion list (OIG website) or the General Services Administration's Lists

of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals and entities shall constitute "exclusion" for purposes of this paragraph. In the event that Transferor is excluded from any Federal Healthcare Program, this Agreement shall immediately terminate. For the purposes of this paragraph, the term "Federal Healthcare Program" means the Medicare program, the Medicaid program, the Maternal and Child Health Services Block Grant program, the Block Grants for State for Social Services program, any state Children's Health Insurance program, or any similar program. Further, Transferor agrees to indemnify and hold STHS harmless from and against any loss, liability, judgment, penalty, fine, damages (including punitive and/or compounded damages), costs (including reasonable attorneys' fees and expenses) incurred by STHS as a result of Transferor's failure to notify STHS of its exclusion from any Federal Healthcare Program.

9. Corporate Compliance. STHS has in place a Corporate Responsibility Plan, which has as its goal to ensure that STHS complies with federal, state and local laws and regulations. The plan focuses on risk management, the promotion of good corporate citizenship, including a commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. Transferor acknowledges STHS' commitment to corporate responsibility. Transferor agrees to conduct its business transactions with STHS in accordance with the principles of good corporate citizenship and a high standard of ethical and legal business practices.

10. Miscellaneous.

(a) The parties agree to provide each other with information regarding the resources each has available and the type of patients or health conditions that each is able to accept.

(b) Neither party shall use the name of the other in any promotional or advertising material unless the other party has been given the opportunity to review the material and prior written approval for the material and its use has been obtained.

(c) This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

(d) If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(e) This Agreement shall be governed by and construed and enforced in accordance with the laws and in the courts of the State of Tennessee.

(f) STHS may assign this Agreement, without the consent of Transferor, to an entity that directly or indirectly controls, is controlled by, or is under common control with,

STHS. For the purposes of this paragraph, the terms "control" means, with respect to a person, the authority, directly or indirectly, to (i) act as controlling member, shareholder or partner or such person, (ii) appoint, elect or approve at least a majority of the individual members, shareholders or partners of such person, or (iii) appoint, elect or approve at least a majority of the governing body of such person. Except as set forth above, neither party may assign this Agreement or any obligation hereunder without first obtaining the written consent of the other party. Any attempted delegation or assigning in violation of this paragraph shall be null and void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, administrators, successors and permitted assigns. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this paragraph.

(g) In the event that any legal action or other proceedings, including arbitration, is brought for the enforcement of this Agreement or because of an alleged dispute of breach, the prevailing party shall be awarded its costs of suit and reasonable attorney's fees.

(h) All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); or (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses and marked to the attention of the person (by name or title) designated below (or to such other address or person as a party may designate by notice to the other parties):

If to STHS: Saint Thomas Health Services
 102 Woodmont Boulevard, Suite 700
 Nashville, Tennessee 37205
 Attn: Chief Administrative Officer

With a copy to: Saint Thomas Health Services
 102 Woodmont Blvd., Suite 700
 Nashville, TN 37205
 Attn: Contract Administrator

If to Transferor: Middle Tennessee Imaging
 102 Woodmont Boulevard, Suite 700
 Nashville, Tennessee 37205
 Attn: Chief Executive Officer

(i) The headings of the various sections of this Agreement are inserted merely for convenience and do not expressly or by implication limit, define or extend the specific terms of the sections so designated. Any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

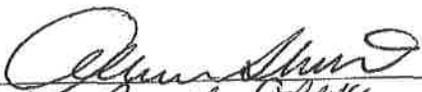
(j) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

(Signature page to follow.)

IN WITNESS WHEREOF, the parties have executed this Patient Transfer Agreement as of the date first above written.

STHS:

SAINT THOMAS HEALTH SERVICES

By: 
Name: Aaron Glass
Title: C.F.O.

TRANSFEROR:

MIDDLE TENNESSEE IMAGING, LLC

By: 
Name: Chad L. Calandine, MD
Title: President

EXHIBIT A

FACILITIES

RECEIVING HOSPITAL

BioImaging Charlotte/Premier Radiology
1800 Charlotte Avenue
Nashville, Tennessee 37203

Baptist Hospital

BioImaging Cool Springs/Premier Radiology
3310 Aspen Grove Drive, Suite 101
Franklin, Tennessee 37067

St. Thomas Hospital

BioImaging Edmondson Pike/Premier Radiology
4928 Edmondson Pike, Suite 204
Nashville, Tennessee 37211

St. Thomas Hospital

Premier Radiology Nashville
28 White Bridge Pike, Suite 111
Nashville, Tennessee 37205

St. Thomas Hospital

Premier Radiology Hermitage
5045 Old Hickory Boulevard, Suite 100
Hermitage, Tennessee 37076

Baptist Hospital

Middle Tennessee Imaging
741 President Place, Suite 100
Smyrna, Tennessee 37167

Middle Tennessee Medical Center

Murfreesboro Diagnostic Imaging
1020 Highland Avenue, Suite A
Murfreesboro, Tennessee 37130

Middle Tennessee Medical Center

**AMENDMENT TO THE PATIENT
TRANSFER AGREEMENT**

THIS AMENDMENT TO PATIENT TRANSFER AGREEMENT ("Amendment") is made as of December 18, 2014, by and between SAINT THOMAS HEALTH ("STH"), a not-for-profit Tennessee corporation, and MIDDLE TENNESSEE IMAGING, LLC ("Transferor").

WITNESSETH:

WHEREAS, the parties entered into that certain Patient Transfer Agreement that commenced on April 1, 2011 (the "Agreement"); and

WHEREAS, the parties have decided to execute an Amendment to the Agreement to subject the Agreement to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Exhibit A. Exhibit A to the Agreement is hereby amended by adding the following Facility and corresponding Receiving Hospital:

FACILITIES:

Premier Radiology Clarksville
980 Professional Park Dr., STE E
Clarksville, TN 37040

RECEIVING HOSPITAL:

St. Thomas Midtown Hospital

2. Reaffirmation. Any and all provisions not amended herein shall remain in full force and effect.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties have set their hands as of the date first set forth above.

STHS:

SAINT THOMAS HEALTH

By:

Name:

Title:


Terence Sherry
CEO

TRANSFEROR:

MIDDLE TENNESSEE IMAGING, LLC

By:

Name:

Title:


Chad Calverne
CEO

Tab 15

**Attachment C
Need - 4**

Service Area TennCare Population

Service Area TennCare Population
December 2015

Service Area Counties	TennCare Enrollees	2015 Population	% Enrolled
Houston County	2,074	8,191	25.3%
Montgomery County	33,797	187,213	18.1%
Robertson County	13,973	68,004	20.5%
Stewart County	3,030	13,401	22.6%
Total Service Area	52,874	276,809	19.1%
Tennessee	1,489,597	6,600,299	22.6%

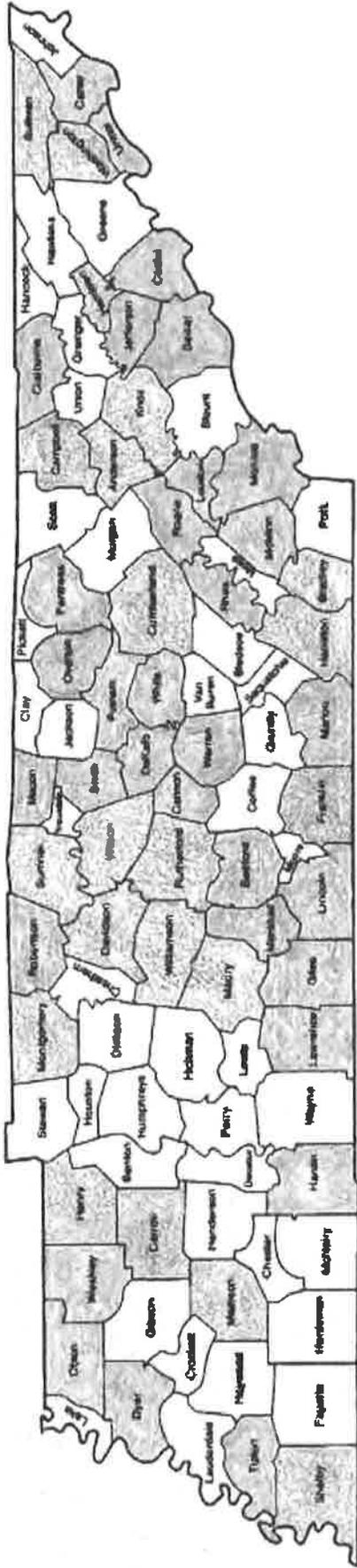
Sources: TennCare Division of Health Care Finance & Administration:
TennCare Enrollment Report for December 2015; Nielsen

Tab 16

**Attachment C
Need - 5**

Historical MRI Utilization

Locations of Fixed and Full Time Mobile MRI's



as of 8/10/2015

Grid: Red = 1 unit Blue = 2 units Yellow = 3 units Green = 4 or more units

Anderson County =	4	Davidson County =	50*	Jefferson County =	1	Montgomery Co. =	6	Sullivan County =	11
Bedford County =	1	DeKalb County =	1	Knox County =	28	Obion County =	1	Sumner County =	5
Blount County =	3	Dickson County =	3	Lawrence County =	1	Overton County =	1	Tipton County =	1
Bradley County =	4	Dyer County =	1	Lincoln County =	1	Putnam County =	5	Union County =	1
Campbell County =	2	Fentress County =	1	Loudon County =	1	Rhea County =	1	Warren County =	1
Cannon County =	1	Franklin County =	2	McMinn County =	1	Roane County =	1	Washington County =	6
Carrll County =	2	Giles County =	1	Macon County =	1	Robertson County =	1	Weakley County =	1
Carter County =	1	Greene County =	3	Madison County =	10	Rutherford County =	9	White County =	1
Claiborne County =	1	Hamblen County =	5	Marion County =	1	Sevier County =	1	Williamson County =	5
Cooke County =	1	Hamilton County =	22	Marshall County =	1	Shelby County =	42*	Wilson County =	5
Coffee County =	3	Hardin County =	1	Maury County =	5	Smith County =	1		
Cumberland County =	2	Henry County =	2	Monroe County =	1				

* Shared units are counted as if an independent unit.

Health Care Providers that Utilize MRI's - Trend
Medical Equipment Registry - 8/10/2015

County	Provider Type	Provider	Procedures				Percent Changed
			2012	2013	2014		
Anderson	HOSP	Methodist Medical Center - Oak Ridge	6467 (2)	6896 (2)	6361 (2)	-1.64%	
Anderson	PO	Ortho Tennessee Imaging Oak Ridge	581 (1)	514 (1)	406 (1)	-30.12%	
Anderson	PO	Tennessee Orthopaedic Clinics - Oak Ridge	1078 (1)	1066 (1)	1149 (1)	6.59%	
Bedford	HOSP	Heritage Medical Center	1439 (1)	1131 (1)	1148 (1)	-20.22%	
Bedford	H-Imaging	Heritage Medical Center/Advanced Orthopedics (Stopped 2012)	1 (1)	0 (0)	0 (0)	-100.00%	
Benton	HOSP	Camden General Hospital	352 (1-1/week)	345 (1-1/week)	252 (1-1/week)	-28.41%	
Blount	HOSP	Blount Memorial Hospital	5257 (1)	6909 (1)	5768 (1)	9.72%	
Blount	HODC	Blount Memorial Springbrook Diagnostic Center (Unit moved to East TN Medical Group in 2014)	2493 (1)	707 (1)	0 (0)	-100.00%	
Blount	PO	East Tennessee Medical Group	0 (0)	0 (0)	907 (1)	0.00%	
Blount	PO	Ortho Tennessee Imaging/Maryville Orthopaedic	855 (1)	741 (1)	703 (1)	-17.78%	
Bradley	PO	Cleveland Imaging	2769 (1)	3509 (1)	3874 (1)	39.91%	
Bradley	HOSP	Skyridge Medical Center	2499 (1)	2302 (1)	2261 (1)	-9.52%	
Bradley	HOSP	Skyridge Medical Center - Westside	2493 (2)	1818 (2)	1370 (2)	-45.05%	
Campbell	HOSP	Jellicoe Community Hospital	317 (1)	288 (1)	246 (1)	-22.40%	
Campbell	HOSP	Lafollette Medical Center	1285 (1-5/week)	1225 (1-5/week)	1527 (1-5/week)	18.83%	
Cannon	HOSP	St. Thomas Stones River Hospital	451 (1)	379 (1)	286 (1)	-36.59%	
Carroll	HOSP	Baptist Memorial Hospital - Huntingdon	986 (1)	909 (1)	680 (1)	-31.03%	
Carroll	ODC	McKenzie Medical Center	2279 (1)	1681 (1)	2069 (1)	-9.21%	
Carroll	HOSP	McKenzie Regional Hospital	79 (1-1/week)	25 (1-1/week)	57 (1-1/week)	-27.85%	
Carter	HOSP	Sycamore Shoals Hospital	2014 (1)	1719 (1)	1880 (1)	-6.65%	
Cheatham	HOSP	TriStar Ashland City Medical Center	375 (1-2/week)	303 (1-2/week)	298 (1-2/week)	-20.53%	
Chester	PO	Frix Jennings Clinic, PC	637 (1-4 half/week)	715 (1-4 half/week)	780 (1-4 half/week)	22.45%	
Claiborne	HOSP	Claiborne Medical Center	1642 (1)	1436 (1)	1302 (1)	-20.71%	
Cocke	HOSP	Newport Medical Center	1255 (1)	1274 (1)	1300 (1)	3.59%	
Coffee	HOSP	Harton Regional Medical Center (John W.)	2746 (1)	2538 (1)	2293 (1)	-16.50%	
Coffee	HOSP	Unity Medical Center (fka Medical Center of Manchester)	705 (1)	632 (1)	734 (1)	4.11%	
Coffee	HOSP	Unity Medical Center (fka United Regional Medical Center)	2107 (1)	1615 (1)	1566 (1)	-25.68%	
Cumberland	HOSP	Cumberland Medical Center, Inc.	4979 (2)	4708 (2)	4994 (2)	0.30%	
Davidson	ODC	Belle Meade Imaging	2817 (1)	3085 (1)	2834 (1)	0.60%	
Davidson	PO	Center for Inflammatory Disease (Service stopped in 2013)	63 (1)	19 (1)	0 (0)	-100.00%	
Davidson	PO	Elite Sports Medicine & Orthopaedic Center	4781 (2)	4771 (2)	5701 (2)	19.24%	
Davidson	PO	Heritage Medical Associates - Murphy Avenue	1831 (1-Shared)	1965 (1-Shared)	1561 (1-Shared)	-14.75%	
Davidson	ODC	Hillsboro Imaging	3968 (1)	4252 (1)	4359 (1)	9.85%	
Davidson	ODC	Millennium MRI, LLC	366 (1-Shared)	451 (1-Shared)	455 (1-Shared)	24.32%	
Davidson	PO	Nashville Bone and Joint	953 (1-Shared)	939 (1-Shared)	945 (1-Shared)	-0.84%	
Davidson	HOSP	Nashville General Hospital	1481 (1)	1775 (1)	1725 (1)	16.48%	
Davidson	PO	Neurological Surgeons, PC Imaging Office	4305 (1)	4891 (1)	5012 (1)	16.42%	
Davidson	ODC	Next Generation Imaging, LLC	649 (1-Shared)	859 (1-Shared)	826 (1-Shared)	27.27%	
Davidson	H-Imaging	One Hundred Oaks Breast Center	679 (1)	682 (1)	728 (1)	7.22%	
Davidson	ODC	One Hundred Oaks Imaging	5226 (2)	5430 (2)	5613 (2)	7.41%	

Health Care Providers that Utilize MRI's - Trend
 Medical Equipment Registry - 8/10/2015

County	Provider Type	Provider	Procedures				Percent Changed
			2012	2013	2014		
Davidson	ODC	Outpatient Diagnostic Center of Nashville	4878 (2)	5044 (2)	5268 (2)	8.00%	
Davidson	PO	Pain Management Group, PC	2451 (1)	2712 (1)	2306 (1)	-5.92%	
Davidson	ODC	Premier Orthopaedics and Sports Medicine	5214 (2)	4471 (2)	4930 (2)	-5.45%	
Davidson	ODC	Premier Radiology Belle Meade	7686 (3)	6929 (3)	5656 (3)	-26.41%	
Davidson	ODC	Premier Radiology Brentwood	1058 (1-5/week)	1356 (1)	2723 (1)	157.37%	
Davidson	ODC	Premier Radiology Hermitage	4943 (2)	4603 (2)	4980 (2)	0.75%	
Davidson	ODC	Premier Radiology Midtown	0 (0)	1351 (2)	3054 (2)	126.05%	
Davidson	ODC	Premier Radiology Nashville	2376 (1)	2072 (1)	1872 (1)	-21.21%	
Davidson	ODC	Premier Radiology St. Thomas West	0 (0)	0 (0)	1910 (1)	0.00%	
Davidson	ODC	Specialty MRI	1467 (1-Shared)	1158 (1-Shared)	792 (1-Shared)	-46.01%	
Davidson	ODC	St. Thomas Heart (Stopped 2013)	1609 (1)	0 (0)	0 (0)	-100.00%	
Davidson	HOSP	St. Thomas Midtown Hospital	4752 (3)	3249 (2)	2856 (1)	-39.90%	
Davidson	HOSP	St. Thomas West Hospital	5631 (4)	5464 (2)	4596 (2)	-18.38%	
Davidson	PO	Tennessee Oncology, PET Services	279 (1)	1168 (1)	1422 (1)	409.68%	
Davidson	PO	Tennessee Orthopaedic Alliance Imaging	7163 (3)	6325 (3)	7388 (3)	3.14%	
Davidson	HOSP	TriStar Centennial Medical Center	7996 (3)	8840 (3)	9037 (3)	13.02%	
Davidson	HOSP	TriStar Skyline Medical Center	7930 (2)	8234 (2)	7611 (2)	-4.02%	
Davidson	HOSP	TriStar Southern Hills Medical Center	2659 (1)	2740 (1)	2642 (1)	-0.64%	
Davidson	HOSP	TriStar Summit Medical Center	4008 (1)	4020 (1)	4091 (1)	2.07%	
Davidson	HODC	TriStar Summit Medical Center - ODC	1918 (1-Shared)	2249 (1-Shared)	2099 (1-Shared)	9.44%	
Davidson	HOSP	Vanderbilt University Hospital	28706 (6)	29507 (6)	29381 (6)	2.35%	
Decatur	HOSP	Decatur County General Hospital	360 (1-1/week)	451 (1-1/week)	423 (1-1/week)	17.50%	
DeKalb	HOSP	St. Thomas DeKalb Hospital	901 (1)	784 (1)	841 (1)	-6.66%	
Dickson	PO	Dickson Medical Associates South	1658 (1)	1994 (1)	2409 (1)	45.30%	
Dickson	HODC	Natchez Imaging Center	427 (1)	484 (1)	525 (1)	22.95%	
Dickson	HOSP	TriStar Horizon Medical Center	1287 (1)	1590 (1)	1797 (1)	39.63%	
Dyer	HOSP	Dyersburg Regional Medical Center	2230 (1)	1852 (1)	2271 (1)	1.84%	
Fayette	HOSP	Methodist Healthcare-Fayette Hospital (Closed January 2015)	271 (1-1/week)	204 (1-1/week)	207 (1-1/week)	-23.62%	
Fentress	ODC	Fentress Health Systems	2191 (1)	1991 (1)	1813 (1)	-17.25%	
Franklin	HOSP	Southern Tennessee Regional Health System - Winchester	2658 (1)	2220 (1)	1994 (1)	-24.98%	
Franklin	ODC	Summit Open MRI, Inc.	723 (1)	623 (1)	567 (1)	-21.58%	
Giles	HOSP	Southern Tennessee Regional Health System - Pulaski	581 (1)	810 (1)	790 (1)	35.97%	
Greene	HOSP	Laughlin Memorial Hospital, Inc.	3379 (2)	3159 (2)	3248 (2)	-3.88%	
Greene	HOSP	Takoma Regional Hospital	1635 (1)	1610 (1)	2224 (1)	36.02%	
Hamblen	PO	Healthstar Physicians, PC	2793 (2)	3217 (2)	3421 (2)	22.48%	
Hamblen	HOSP	Lakeway Regional Hospital	2288 (1)	2625 (1)	1638 (1)	-28.41%	
Hamblen	HOSP	Morristown-Hamblen Hospital	4560 (2)	4211 (2)	4057 (2)	-11.03%	
Hamilton	PO	Chattanooga Bone & Joint Surgeons, PC	1021 (1)	841 (1)	350 (1)	-65.72%	
Hamilton	ODC	Chattanooga Imaging Downtown	2035 (2)	1540 (2)	1935 (2)	-4.91%	
Hamilton	RPO	Chattanooga Imaging East	2850 (1)	2822 (1)	2869 (1)	0.67%	
Hamilton	RPO	Chattanooga Imaging Hixson	2230 (1)	2386 (1)	2368 (1)	6.19%	
Hamilton	PO	Chattanooga Orthopaedic Group PC	5332 (1)	5340 (1)	7004 (1)	31.36%	

Health Care Providers that Utilize MRI's - Trend
Medical Equipment Registry - 8/10/2015

County	Provider Type	Provider	Procedures				Percent Changed
			2012	2013	2014		
Hamilton	ODC	Chattanooga Outpatient Center (Digital Imaging of North Georgia)	6465 (1)	7292 (2)	8659 (2)	33.94%	
Hamilton	H-Imaging	Erlanger East Campus	704 (1)	568 (1)	832 (1)	18.18%	
Hamilton	HOSP	Erlanger Medical Center	10915 (3)	11558 (3)	12950 (3)	18.64%	
Hamilton	HOSP	Memorial Hixson Hospital	2836 (2)	2488 (2)	2569 (2)	-9.41%	
Hamilton	HOSP	Memorial Hospital	4096 (3)	4356 (3)	4244 (3)	3.61%	
Hamilton	H-Imaging	Memorial Ooltewah Imaging Center	1050 (1)	1049 (1)	1028 (1)	-2.10%	
Hamilton	PO	Neurosurgical Group of Chattanooga, P.C.	1405 (1)	1198 (1)	1259 (1)	-10.39%	
Hamilton	HOSP	Parkridge East Hospital	919 (1)	1024 (1)	997 (1)	8.49%	
Hamilton	HOSP	Parkridge Medical Center	2496 (1)	2054 (1)	2122 (1)	-14.98%	
Hamilton	RPO	Tennessee Imaging and Vein Center	3074 (1)	3165 (1)	3113 (1)	1.27%	
Hardin	HOSP	Hardin Medical Center	1379 (1)	1470 (1)	1419 (1)	2.90%	
Hawkins	HOSP	Hawkins County Memorial Hospital	895 (1-3/week)	877 (1-3/week)	807 (1-3/week)	-9.83%	
Haywood	HOSP	Haywood Park Community Hospital (Closed August 2014)	206 (1-1/week)	179 (1-1/week)	0 (0)	-100.00%	
Henderson	HOSP	Henderson County Community Hospital	504 (1-3/week)	411 (1-3/week)	373 (1-3/week)	-25.99%	
Henry	HOSP	Henry County Medical Center	2918 (2)	3257 (2)	3250 (2)	11.38%	
Hickman	HOSP	St. Thomas Hickman Hospital	214 (1-1/week)	247 (1-1/week)	157 (1-1/week)	-26.64%	
Houston	HOSP	Houston County Community Hospital (Stopped service in 2013)	223 (1-1/week)	74 (1-1/week)	0 (0)	-100.00%	
Jefferson	HOSP	Jefferson Memorial Hospital	3098 (1-6/week)	2074 (1-7/week)	2253 (1-6/week)	-27.28%	
Johnson	HOSP	Johnson County Community Hospital	308 (1-4/month)	267 (1-4/month)	235 (1-4/month)	-23.70%	
Knox	RPO	Abercrombie Radiological Consultants, Inc.	4732 (2)	4313 (2)	3186 (2)	-32.67%	
Knox	PO	Ancillary Services, Summit Medical Group	3021 (1)	2768 (1)	3092 (1)	2.35%	
Knox	PO	Ancillary Svcs-Summit Medical Group-Midlake	2273 (1)	2317 (1)	2510 (1)	10.43%	
Knox	HOSP	East Tennessee Children's Hospital	2594 (1)	2674 (1)	2849 (1)	9.83%	
Knox	ODC	East Tennessee Community Open MRI, LLC	1860 (2)	1845 (2)	2068 (2)	11.18%	
Knox	HOSP	Fort Sanders Regional Medical Center	7269 (2)	7461 (2)	7477 (2)	2.86%	
Knox	HODC	Fort Sanders West Diagnostic Center	1346 (1)	1099 (1)	1128 (1)	-16.20%	
Knox	PO	Knoxville Comprehensive Breast Center	1014 (2)	1809 (2)	1965 (2)	93.79%	
Knox	HOSP	North Knoxville Medical Center	3984 (1)	3696 (1)	3610 (1)	-9.39%	
Knox	PO	OrthoTennessee Imaging Fort Sanders West	4999 (1)	3971 (1)	6321 (1)	26.45%	
Knox	ODC	Outpatient Diagnostic Ctr of Knoxville	8040 (2)	8186 (2)	8923 (2)	10.98%	
Knox	HOSP	Parkwest Medical Center	8254 (2)	8038 (2)	8037 (2)	-2.63%	
Knox	HOSP	Physicians Regional Medical Center	4779 (2)	5421 (2)	3913 (2)	-18.12%	
Knox	PO	Tennessee Orthopaedic Clinics - Regional MRI	1011 (1)	995 (1)	1075 (1)	6.33%	
Knox	PO	Tennessee Orthopaedic Clinics, PC	3425 (1)	3259 (1)	2892 (1)	-15.56%	
Knox	HOSP	Turkey Creek Medical Center	3342 (1)	2507 (1)	2408 (1)	-27.95%	
Knox	HOSP	University of Tennessee Medical Hospital	17557 (4)	16453 (4)	18250 (4)	3.95%	
Lauderdale	HOSP	Lauderdale Community Hospital	389 (1-4/week)	292 (1-4/week)	314 (1-4/week)	-19.28%	
Lawrence	HOSP	Southern Tennessee Regional Health System - Lawrenceburg	1622 (1)	1441 (1)	1450 (1)	-10.60%	
Lewis	H-Imaging	Lewis Health Center	477 (1-1/week)	500 (1-1/week)	451 (1-1/week)	-5.45%	
Lincoln	HOSP	Lincoln Medical Center	1284 (1)	1182 (1)	989 (1)	-22.98%	
Loudon	HOSP	Fort Loudoun Medical Center	2300 (1)	2023 (1)	2055 (1)	-10.65%	

Health Care Providers that Utilize MRI's - Trend
 Medical Equipment Registry - 8/10/2015

County	Provider Type	Provider	Procedures				Percent Changed
			2012	2013	2014		
Macon	HOSP	Macon County General Hospital	793 (1-2/week)	480 (1-2/week)	542 (1-5/week)	-31.65%	
Madison	PO	Jackson Clinic, P.A., The	2271 (2)	2019 (1)	2093 (1)	-7.84%	
Madison	HOSP	Jackson Madison County General Hospital	9877 (1)	9372 (2)	8696 (2)	-11.96%	
Madison	HOSP	Regional Hospital of Jackson	2203 (1)	2123 (1)	1731 (1)	-21.43%	
Madison	ODC	Sports Orthopedics and Spine	6781 (1)	8835 (1)	10676 (1)	57.44%	
Madison	PO	West Tennessee Bone & Joint Clinic	2649 (1)	2804 (1)	3918 (1)	47.90%	
Madison	HODC	West Tennessee Imaging Center	7027 (3)	6491 (3)	7090 (3)	0.90%	
Madison	PO	West Tennessee Neurosciences	2706 (1)	2729 (1)	2353 (1)	-13.05%	
Marion	HOSP	Parkridge West Hospital	953 (1)	884 (1)	558 (1)	-41.45%	
Marshall	HOSP	Marshall Medical Center	700 (1)	773 (1)	720 (1)	2.86%	
Maury	HOSP	Maury Regional Medical Center	6083 (3)	6109 (3)	6606 (3)	8.60%	
Maury	PO	Mid Tennessee Bone and Joint Clinic, PC	1909 (1)	2047 (1)	2259 (1)	18.33%	
Maury	RPO	Mobile MRI Services, LLC - Columbia	415 (1-2/week)	0 (1-0/week)	0 (1-0/week)	-100.00%	
Maury	ODC	Spring Hill Imaging Center (Maury Regional Imaging Ctr)	1897 (1)	2392 (1)	2640 (1)	39.17%	
McMinn	HOSP	Starr Regional Medical Center	2295 (1)	2437 (1)	2479 (1)	8.02%	
McMinn	HOSP	Starr Regional Medical Center - Etowah (Removed from service in 2013)	1078 (1)	479 (1)	0 (0)	-100.00%	
McNairy	HOSP	McNairy Regional Hospital	642 (1-2/week)	545 (1-2/week)	494 (1-2/week)	-23.05%	
Monroe	HOSP	Sweetwater Hospital Association	1638 (1-5/week)	1834 (1-5/week)	2057 (1-5/week)	25.58%	
Montgomery	ODC	Clarksville Imaging Center, LLC	4119 (1)	4276 (1)	3426 (1)	-16.82%	
Montgomery	HOSP	Gateway Medical Center	5242 (2)	4432 (2)	4617 (2)	-11.92%	
Montgomery	RPO	Mobile MRI Services, LLC - Clarksville	1129 (1-3/week)	1404 (1-5/week)	65 (1-5/week)	-94.24%	
Montgomery	PO	Premier Medical Group, P.C.	1426 (1)	1386 (1)	1453 (1)	1.89%	
Montgomery	PO	Tennessee Orthopaedic Alliance	1915 (1)	1932 (1)	1976 (1)	3.19%	
Obion	HOSP	Baptist Memorial Hospital - Union City	2066 (1)	1784 (1)	1975 (1)	-4.40%	
Overton	HOSP	Livingston Regional Hospital	959 (1)	949 (1)	649 (1)	-32.33%	
Polk	HOSP	Copper Basin Medical Center	176 (1-1/week)	250 (1-1/week)	142 (1-1/week)	-19.32%	
Putnam	HOSP	Cookeville Regional Medical Center	4928 (1)	3701 (1)	4375 (1)	-11.22%	
Putnam	H-Imaging	Outpatient Imaging Center at Cookeville Regional Med. Ctr.	3385 (2)	4791 (2)	5273 (2)	55.78%	
Putnam	ODC	Premier Diagnostic Imaging, LLC	5572 (2)	5674 (2)	5454 (2)	-2.12%	
Rhea	HOSP	Rhea Medical Center	1530 (1)	1481 (1)	1495 (1)	-2.29%	
Roane	HOSP	Roane Medical Center	1914 (1)	1729 (1)	1863 (1)	-2.66%	
Rutherford	HOSP	Northcrest Medical Center	2780 (1)	3232 (1)	3407 (1)	22.55%	
Rutherford	ODC	Imaging Center of Murfreesboro	2000 (1)	4827 (1)	5327 (1)	166.35%	
Rutherford	PO	Murfreesboro Medical Clinic-Garrison Drive	2189 (1)	1994 (1)	2344 (1)	7.08%	
Rutherford	ODC	Premier Radiology Murfreesboro	4800 (2)	5169 (2)	5595 (2)	16.56%	
Rutherford	ODC	Premier Radiology Smyrna	2502 (1)	2392 (1)	3003 (1)	20.02%	
Rutherford	RPO	Radiology & Diagnostics, PLC (Closed 2013)	919 (1)	0 (0)	0 (0)	-100.00%	
Rutherford	HOSP	St. Thomas Rutherford Hospital	2345 (2)	1964 (2)	1994 (2)	-14.97%	
Rutherford	PO	Tennessee Orthopaedic Alliance Imaging	4120 (1)	4148 (1)	4528 (1)	9.90%	
Rutherford	HOSP	TriStar Stonecrest Medical Center	2162 (1)	2369 (1)	2509 (1)	16.05%	
Sevier	HOSP	LeConte Medical Center	4269 (1)	4235 (1)	4627 (1)	8.39%	
Shelby	HOSP	Baptist Memorial Hospital - Collierville	1734 (1)	1593 (1)	1753 (1)	1.10%	

Health Care Providers that Utilize MRI's - Trend
Medical Equipment Registry - 8/10/2015

County	Provider		Procedures			Percent Changed
	Type	Provider	2012	2013	2014	
Shelby	HOSP	Baptist Memorial Hospital - Memphis	11913 (3)	11280 (3)	10701 (3)	-10.17%
Shelby	HOSP	Baptist Memorial Hospital for Women	0 (0)	72 (1)	251 (1)	248.61%
Shelby	HOSP	Baptist Rehabilitation - Germantown	1596 (1)	1212 (1)	1107 (1)	-30.64%
Shelby	H-Imaging	Baptist Rehabilitation Germantown - Briarcrest MRI	650 (1-Shared)	613 (1-Shared)	492 (1-Shared)	-24.31%
Shelby	PO	Campbell Clinic - Union	2155 (1)	2539 (1)	2738 (1)	27.05%
Shelby	PO	Campbell Clinic Inc	6321 (1)	5547 (1)	5923 (1)	-6.30%
Shelby	HOSP	Delta Medical Center	787 (1)	674 (1)	983 (1)	24.90%
Shelby	RPO	Diagnostic Imaging PC - Memphis	6538 (1)	6737 (1)	6505 (1)	-0.50%
Shelby	HOSP	LeBonheur Children's Medical Center	5357 (3)	5333 (3)	5452 (3)	1.77%
Shelby	HOSP	Methodist Healthcare-Germantown Hospital	6557 (2)	6892 (2)	6904 (2)	5.29%
Shelby	HOSP	Methodist Healthcare-North Hospital	6092 (2)	6003 (2)	6415 (2)	5.30%
Shelby	HOSP	Methodist Healthcare-South Hospital	4139 (1)	4090 (1)	3487 (1)	-15.75%
Shelby	HOSP	Methodist Healthcare-University Hospital	9803 (3)	10524 (3)	11130 (3)	13.54%
Shelby	PO	MSK Group PC - New Covington Pike	3140 (1)	3013 (1)	3034 (1)	-3.38%
Shelby	PO	MSK Group, PC - Briarcrest	4489 (1-Shared)	4637 (1-Shared)	4439 (1-Shared)	-1.11%
Shelby	PO	Neurology Clinic, PC	3160 (1-Shared)	3312 (1-Shared)	2577 (1-Shared)	-18.45%
Shelby	ODC	Outpatient Diagnostic Ctr of Memphis	2214 (1)	2563 (1)	2889 (1)	30.49%
Shelby	ODC	Park Avenue Diagnostic Center	2681 (2)	2075 (2)	3188 (2)	18.91%
Shelby	HOSP	Regional Medical Center, The (Regional One Health)	4491 (1)	4131 (1)	4109 (1)	-8.51%
Shelby	PO	Semmes-Murphey Clinic (Humphreys Blvd)	6490 (2)	6277 (2)	6879 (2)	5.99%
Shelby	HOSP	St. Francis Hospital	5393 (3)	5326 (3)	5045 (3)	-6.45%
Shelby	HOSP	St. Francis Hospital - Bartlett	3642 (2)	3518 (2)	3559 (2)	-2.28%
Shelby	HOSP	St. Jude Children's Research Hospital	8737 (4)	8305 (4)	8377 (4)	-4.12%
Shelby	PO	Wesley Neurology Clinic, P.C.	1309 (1-Shared)	1026 (1-Shared)	1307 (1-Shared)	-0.15%
Shelby	ASTC/ODC	West Clinic, P.C., The	1564 (1)	1287 (1)	1655 (1)	5.82%
Smith	HOSP	Riverview Regional Medical Center	619 (1)	613 (1)	669 (1)	8.08%
Sullivan	PO	Appalachian Orthopaedic Associates, PC	268 (1)	214 (1)	183 (1)	-31.72%
Sullivan	HOSP	Bristol Regional Medical Center	6578 (2)	6323 (2)	6151 (2)	-6.49%
Sullivan	ODC	Holston Valley Imaging Center, LLC	8792 (3)	8787 (3)	6516 (3)	-25.89%
Sullivan	HOSP	Holston Valley Medical Center	3514 (1)	3326 (1)	2867 (1)	-18.41%
Sullivan	HOSP	Indian Path Medical Center	3000 (1)	2807 (1)	2913 (1)	-2.90%
Sullivan	ODC	Meadowview Outpatient Diagnostic Center	4484 (1)	4350 (1)	4187 (1)	-6.62%
Sullivan	H-Imaging	Sapling Grove Imaging, LLC (Wellmont) (Sold 2012)	150 (1)	0 (0)	0 (0)	-100.00%
Sullivan	ODC	Sapling Grove Outpatient Diagnostic Center	2309 (1)	2245 (1)	2231 (1)	-3.38%
Sullivan	HODC	Volunteer Parkway Imaging Center	1348 (1)	1239 (1)	1153 (1)	-14.47%
Sumner	H-Imaging	Diagnostic Center at Sumner Station	1707 (1)	1948 (1)	2106 (1)	23.37%
Sumner	HODC	Outpatient Imaging Center at Hendersonville Medical Center	2116 (1)	1670 (1)	1669 (1)	-21.12%
Sumner	H-Imaging	Portland Diagnostic Center	247 (1-1/week)	289 (1-1/week)	312 (1-1/week)	26.32%
Sumner	PO	Southern Sports Medicine Institute, PLLC	720 (1)	723 (1)	638 (1)	-11.39%
Sumner	HOSP	Sumner Regional Medical Center	2591 (1)	3064 (1)	3046 (1)	17.56%
Sumner	HOSP	TriStar Hendersonville Medical Center	2367 (1)	2565 (1)	2741 (1)	15.80%
Tipton	HOSP	Baptist Memorial Hospital - Tipton	1265 (1)	1153 (1)	965 (1)	-23.72%
Unicoi	HOSP	Unicoi County Memorial Hospital, Inc.	1164 (1)	935 (1)	630 (1)	-45.88%
Warren	HOSP	St. Thomas River Park Hospital	2390 (1)	2323 (1)	2268 (1)	-5.10%

Health Care Providers that Utilize MRI's - Trend
 Medical Equipment Registry - 8/10/2015

County	Provider Type	Provider	Procedures			Percent Changed
			2012	2013	2014	
Washington	PO	Appalachian Orthopaedic Associates - Johnson City	357 (1)	188 (1)	123 (1)	-65.55%
Washington	HOSP	Franklin Woods Community Hospital	3499 (1)	3529 (1)	3772 (1)	7.80%
Washington	HOSP	Johnson City Medical Center	7237 (2)	6617 (2)	8903 (2)	23.02%
Washington	ODC	Mountain States Imaging at Med Tech Parkway	2697 (1)	2448 (1)	2328 (1)	-13.68%
Washington	PO	Watauga Orthopaedics, PLC	2415 (1)	2337 (1)	2221 (1)	-8.03%
Wayne	HOSP	Wayne Medical Center	555 (1-2/week)	581 (1-2/week)	603 (1-2/week)	8.65%
Weakley	HOSP	Volunteer Community Hospital	1233 (1)	1037 (1)	1033 (1)	-16.22%
White	HOSP	St. Thomas Highlands Hospital	1069 (1)	961 (1)	1124 (1)	5.14%
Williamson	ODC	Cool Springs Imaging	4308 (1)	4552 (1)	4918 (1)	14.16%
Williamson	ODC	Premier Radiology Cool Springs	3683 (1)	3151 (1)	3094 (1)	-15.99%
Williamson	PO	Vanderbilt Bone and Joint	2728 (1)	2743 (1)	1877 (1)	-31.20%
Williamson	HOSP	Williamson Medical Center	3654 (1)	4103 (1)	4119 (1)	12.73%
Wilson	ODC	Premier Radiology - Mt. Juliet	2559 (1)	2562 (1)	3191 (1)	24.70%
Wilson	PO	Tennessee Orthopedics	1197 (1)	1196 (1)	909 (1)	-24.06%
Wilson	PO	Tennessee Sports Medicine	1125 (2)	1801 (2)	1501 (2)	33.42%
Wilson	HOSP	University Medical Center	3000 (1)	2213 (1)	2472 (1)	-17.60%
Statewide			660932	652252	667906	1.06%

Tab 17

**Attachment C
Economic Feasibility - 2**

Verification of Funding

March 10, 2016

Melanie M. Hill, Executive Director
Tennessee Health Services and Development Agency
502 Deaderick Street
Andrew Jackson Bldg., 9th Floor
Nashville, Tennessee 37243

RE: Middle Tennessee Imaging's CON Licensure Request to Provide Fixed Site MRI Services
in Clarksville, TN.

Dear Ms. Hill:

Middle Tennessee Imaging, LLC (d/b/a Premier Radiology) has sufficient resources available to fund all costs required for the development and establishment of the project as set forth in the certificate of need application. The funding needed for Administrative, Architectural, Engineering, Construction, and Equipment costs appears to be approximately \$941,648. Cash-on-hand will be used to fund this project.

If you need additional information, please feel free to contact me. My number is 615-239-2039.

Sincerely,



Mark Gaw
CFO

Tab 18

**Attachment C
Economic Feasibility - 10**

Balance Sheet and Income Statement

Middle Tennessee Imaging, LLC
Income Statement

Period and Year to Date Compare to Last Year
For the Period from Jan 1, 2016 to Jan 31, 2016

	Current Period		Year to Date		Last Year to Date	
Revenue						
Global Patient Charges	14,208,093	505%	14,208,093	505%	14,032,829	490%
Reserve for Contractual Allowances	(10,154,726)	-361%	(10,154,726)	-361%	(9,965,837)	-348%
Reserve for Charity Care	(85,101)	-3%	(85,101)	-3%	(84,112)	-3%
Net Patient Revenue	3,968,266	141%	3,968,266	141%	3,982,880	139%
Physicians Services	(756,320)	-27%	(756,320)	-27%	(727,695)	-25%
Bad Debt	(397,137)	-14%	(397,137)	-14%	(392,524)	-14%
Net Technical Revenue	2,814,809	100%	2,814,809	100%	2,862,661	100%
Net Earnings from STHS Hospitals	61,476	2%	61,476	2%	(280,453)	-10%
Non-Medical Revenue						
Hermitage Building Rent	26,309	1%	26,309	1%	28,809	1%
Other Revenue	5,105	0%	5,105	0%	24,008	1%
Total Non-Medical Revenue	31,413	1%	31,413	1%	52,817	2%
Net Technical and Other Revenue	2,907,699	103%	2,907,699	103%	2,635,024	92%
Operating Expenses						
Staff Compensation & Benefits	852,396	30%	852,396	30%	911,938	32%
Leased Medical Equipment	7,865	0%	7,865	0%	7,865	0%
Rents & Other Leases	245,001	9%	245,001	9%	147,556	5%
Insurance	29,739	1%	29,739	1%	21,548	1%
Non-Clinical Supplies	46,445	2%	46,445	2%	55,942	2%
Clinic Supplies	270,327	10%	270,327	10%	270,442	9%
RIS/PACS Services	47,558	2%	47,558	2%	50,411	2%
Management Fee	62,960	2%	62,960	2%	64,480	2%
Billing & Collection Agency Fees	191,222	7%	191,222	7%	186,685	7%
Other Purchased Services	51,620	2%	51,620	2%	43,804	2%
Telecommunications	39,001	1%	39,001	1%	29,938	1%
Transport, Meals, & Entertainment	10,205	0%	10,205	0%	6,024	0%
Repairs & Maintenance	358,486	13%	358,486	13%	222,466	8%
Other Operating Expenses	112,749	4%	112,749	4%	112,651	4%
Total Operating Expenses	2,325,573	83%	2,325,573	83%	2,131,750	74%
Net Operating Income (EBITDA)	582,125	21%	582,125	21%	503,274	18%
Non-operating Income & Expense						
Depreciation & Amortization	301,933	11%	301,933	11%	324,712	11%
Interest Expense	42,879	2%	42,879	2%	64,973	2%
Gain or Loss on Asset Disposal	4,442	0%	4,442	0%	-	0%
Total Non-Operating Income & Expense	349,254	12%	349,254	12%	389,685	14%
Net Income Before Taxes	232,872	8%	232,872	8%	113,589	4%
Provision for Income Taxes	28,000	1%	28,000	1%	31,333	1%
Net Income	204,872	7%	204,872	7%	82,256	3%

Middle Tennessee Imaging, LLC
Operating Expense Support Schedule
Period and Year to Date Compare to Last Year
For the Period from Jan 1, 2016 to Jan 31, 2016

	Current Period		Year to Date		Last Year to Date	
Net Technical Revenue	2,814,809	100%	2,814,809	100%	2,862,661	100%
Staff Leased from NOL, LLC	823,590	29%	823,590	29%	878,238	31%
Temporary Labor	-	0%	-	0%	5,806	0%
Shared Staff Comp	-	0%	-	0%	-	0%
Benefits	28,806	1%	28,806	1%	27,895	1%
Total Staff Compensation	852,396	30%	852,396	30%	911,938	32%
Leased Medical Equipment	7,865	0%	7,865	0%	7,865	0%
Office Rent	238,390	8%	238,390	8%	143,837	5%
Lease - Office F&E	4,411	0%	4,411	0%	3,719	0%
Total Rents & Other Leases	245,001	9%	245,001	9%	147,556	5%
General Business Insurance	9,540	0%	9,540	0%	5,808	0%
Malpractice Insurance	19,667	1%	19,667	1%	14,973	1%
Director & Officers Insurance	532	0%	532	0%	767	0%
Total Insurance	29,739	1%	29,739	1%	21,548	1%
Billing Forms	2,134	0%	2,134	0%	662	0%
Office Supplies	7,605	0%	7,605	0%	12,868	0%
Patient Waiting Room Supplies	4,574	0%	4,574	0%	10,170	0%
Computer Supplies	714	0%	714	0%	3,672	0%
Marketing Supplies	31,419	1%	31,419	1%	28,570	1%
Total Non-clinical Supplies	46,445	2%	46,445	2%	55,942	2%
Clinic Forms	1,907	0%	1,907	0%	2,649	0%
Clinic Supplies & Medications	239,061	8%	239,061	8%	237,014	8%
Film	2,327	0%	2,327	0%	1,748	0%
Contrast Materials	6,962	0%	6,962	0%	8,864	0%
Laundry	20,071	1%	20,071	1%	20,166	1%
Total Clinic Supplies	270,327	10%	270,327	10%	270,442	9%
RIS/PACS Services	47,558	2%	47,558	2%	50,411	2%
Management Fee	62,960	2%	62,960	2%	64,480	2%
Billing Service	175,761	6%	175,761	6%	161,566	6%
Collection Agency Fees	15,461	1%	15,461	1%	25,119	1%
Total Billing & Collection Agency Fees	191,222	7%	191,222	7%	186,685	7%
IS Consulting & Support	546	0%	546	0%	2,500	0%
Mktg Consulting & Support	10,000	0%	10,000	0%	9,750	0%
Recruiting	242	0%	242	0%	102	0%
Legal	9,017	0%	9,017	0%	8,765	0%
Professional/Accounting	-	0%	-	0%	-	0%
Special Projects	-	0%	-	0%	1,215	0%
Other Medical Services	-	0%	-	0%	1,704	0%
Cleaning Services	5,451	0%	5,451	0%	11,517	0%

Middle Tennessee Imaging, LLC
Operating Expense Support Schedule
Period and Year to Date Compare to Last Year
For the Period from Jan 1, 2016 to Jan 31, 2016

	Current Period		Year to Date		Last Year to Date	
Transcription	-	0%	-	0%	-	0%
Grounds Keeping & Waste	3,199	0%	3,199	0%	4,334	0%
Building Security	657	0%	657	0%	351	0%
Mobile MRI Transportation	5,568	0%	5,568	0%	-	0%
Other Purchased Services	16,940	1%	16,940	1%	3,565	0%
Total Purchased Services	51,620	2%	51,620	2%	43,804	2%
Business Lines	7,569	0%	7,569	0%	7,325	0%
Information System Lines	30,821	1%	30,821	1%	21,875	1%
Cellular Phones	437	0%	437	0%	561	0%
Answering Service	174	0%	174	0%	177	0%
Yellow Pages	-	0%	-	0%	-	0%
Total Telecommunications	39,001	1%	39,001	1%	29,938	1%
Business Meals	112	0%	112	0%	1,722	0%
Entertainment	-	0%	-	0%	-	0%
Flowers & Gifts	-	0%	-	0%	-	0%
Employee Relations	7,617	0%	7,617	0%	2,382	0%
Travel	278	0%	278	0%	-	0%
Mileage	1,300	0%	1,300	0%	586	0%
Transportation	898	0%	898	0%	1,334	0%
Total Transport, Meals, & Entertainment	10,205	0%	10,205	0%	6,024	0%
Maint - Office Equipment & Furnishings	477	0%	477	0%	-	0%
Maint - Computer Equipment	6,468	0%	6,468	0%	6,577	0%
Maint - Medical Equipment	330,886	12%	330,886	12%	203,098	7%
Maint - Building	20,655	1%	20,655	1%	12,792	0%
Total Repairs & Maintenance	358,486	13%	358,486	13%	222,466	8%
Seminars & Training	-	0%	-	0%	4,508	0%
Books & Publications	-	0%	-	0%	-	0%
Professional Societies	760	0%	760	0%	100	0%
Licenses	18,899	1%	18,899	1%	14,338	1%
CME	-	0%	-	0%	-	0%
Uniforms	1,403	0%	1,403	0%	631	0%
Meeting Expense	-	0%	-	0%	-	0%
Bad Debt Expense	-	0%	-	0%	-	0%
Miscellaneous	-	0%	-	0%	0	0%
Business & Property Taxes	7,098	0%	7,098	0%	27,928	1%
Bank Charges	29,684	1%	29,684	1%	20,359	1%
Postage	2,873	0%	2,873	0%	2,175	0%
Utilities	47,033	2%	47,033	2%	42,611	1%
Other	-	0%	-	0%	-	0%
Contributions	5,000	0%	5,000	0%	-	0%
Total Other Operating Expenses	112,749	4%	112,749	4%	112,651	4%
Total Operating Expenses	2,325,573	83%	2,325,573	83%	2,131,750	74%

Middle Tennessee Imaging, LLC

Income Statement

Rolling 12 months ending January 31st, 2016

	Mar-15	Apr-15	May-15	June-15	July-15	Aug-15	Aug-15	Sept-15	Oct-15	Nov-15	Dec-15	Jan-16	Total
Revenue													
Global Patient Charges	12,643,354	16,044,438	16,994,433	15,359,186	15,779,079	15,793,632	15,871,982	16,298,051	17,028,561	14,807,434	17,101,412	14,208,093	187,929,655
Reserve for Contractual Allowances	(8,979,634)	(11,473,553)	(12,159,445)	(10,983,001)	(11,280,956)	(11,347,956)	(11,651,504)	(10,582,379)	(12,221,844)	(10,582,379)	(12,221,844)	(10,154,726)	(134,300,514)
Reserve for Charity Care	(75,753)	(96,166)	(101,839)	(92,061)	(94,479)	(94,656)	(95,166)	(97,676)	(102,015)	(88,819)	(102,402)	(85,101)	(1,126,131)
Net Patient Revenue	3,587,968	4,474,720	4,733,149	4,284,123	4,403,644	4,407,041	4,429,231	4,548,872	4,752,595	4,136,236	4,777,166	3,968,266	52,503,010
Physicians Services	(660,208)	(802,095)	(839,212)	(757,537)	(774,767)	(760,981)	(744,908)	(1,643,187)	(903,461)	(755,652)	(849,788)	(756,320)	(10,748,116)
Bad Debt	(353,513)	(448,773)	(475,247)	(429,619)	(440,901)	(441,727)	(444,109)	(455,820)	(476,069)	(414,489)	(510,376)	(397,137)	(5,287,779)
Net Technical Revenue	2,574,247	3,223,852	3,418,690	3,096,967	3,187,975	3,204,333	3,240,215	2,449,865	3,373,065	2,966,096	3,417,001	2,814,809	36,967,115
Net Earnings from STHS Hospitals	50,000	72,907	64,005	83,995	57,994	67,801	60,000	56,889	63,110	60,000	60,000	61,476	758,177
Non-Medical Revenue	28,809	24,709	26,309	30,409	26,309	26,309	26,309	26,309	26,309	26,309	6,809	26,309	301,207
Hermitage Building Rent	47,399	23,283	17,814	26,486	26,600	25,503	26,744	15,394	16,612	21,308	347,336	5,105	599,585
Other Revenue													
Total Non-Medical Revenue	76,208	47,992	44,123	56,895	52,909	51,812	53,053	41,703	42,921	47,617	354,145	31,413	900,792
Net Technical and Other Revenue	2,700,455	3,344,751	3,526,818	3,237,857	3,298,879	3,323,946	3,353,268	2,548,456	3,479,096	3,073,713	3,831,146	2,907,699	38,626,084
Operating Expenses													
Staff Compensation & Benefits	784,602	895,656	899,390	836,609	891,389	935,055	867,967	840,535	886,701	958,944	855,375	852,396	10,504,617
Leased Medical Equipment	7,865	7,865	7,865	7,865	7,865	7,865	8,522	7,865	7,865	7,865	7,865	7,865	95,037
Rents & Other Leases	250,388	240,750	253,222	241,106	243,754	246,330	246,930	245,562	246,288	244,480	247,425	245,001	2,951,236
Insurance	27,318	25,233	24,961	25,872	24,961	44,628	29,878	49,924	29,878	30,122	29,576	29,739	372,087
Non-Clinical Supplies	49,738	69,429	50,439	74,155	45,325	47,131	56,394	56,394	28,307	86,212	63,234	46,445	681,240
Clinic Supplies	219,142	290,992	308,046	263,112	231,332	174,891	318,792	321,762	273,566	323,289	292,464	270,327	3,287,715
RIS/PACS Services	43,184	55,910	57,820	51,965	54,832	54,925	54,886	55,992	57,714	53,295	58,100	47,558	646,181
Management Fee	57,925	72,569	76,969	69,716	71,761	72,140	72,940	55,223	75,938	66,864	78,125	62,960	833,128
Billing & Collection Agency Fees	167,641	204,593	215,585	196,948	198,938	213,210	216,293	116,954	213,524	191,826	223,150	191,222	2,349,885
Other Purchased Services	45,183	50,734	67,057	67,016	52,156	67,424	52,753	54,386	73,624	45,258	63,156	51,620	690,368
Telecommunications	39,304	30,336	30,943	30,501	30,616	30,382	30,604	30,966	33,966	37,499	38,586	39,001	402,303
Transport, Meals, & Entertainment	4,694	7,194	4,279	5,557	6,738	8,038	3,968	3,893	4,704	27,831	4,547	10,205	91,648
Repairs & Maintenance	267,228	284,816	409,482	225,839	380,596	287,772	337,720	337,720	260,986	246,619	427,491	358,486	3,862,432
Other Operating Expenses	54,114	99,985	144,059	130,885	131,150	106,890	121,358	112,823	104,205	109,916	117,163	112,749	1,345,296
Total Operating Expenses	2,018,325	2,336,062	2,550,118	2,227,147	2,371,414	2,421,536	2,339,792	2,289,597	2,297,263	2,430,090	2,506,256	2,325,573	28,113,172
Net Operating Income (EBITDA)	682,131	1,008,689	976,701	1,010,710	927,464	902,410	1,013,475	258,860	1,181,832	643,623	1,324,891	582,125	10,512,911
Non-operating Income & Expense													
Depreciation & Amortization	323,400	323,369	320,946	316,524	305,231	300,769	313,436	213,964	308,308	308,442	374,382	301,933	3,710,704
Interest Expense	43,266	47,762	45,827	46,507	44,203	45,922	43,044	42,055	42,389	40,166	41,836	42,879	525,857
Gain or Loss on Asset Disposal											528	4,442	4,969
Total Non-Operating Income & Expense	366,666	371,131	366,773	363,032	349,434	346,691	356,480	256,019	350,698	348,609	416,746	349,254	4,241,531
Net Income Before Taxes	315,465	637,558	609,928	647,679	578,030	555,719	656,995	2,841	831,135	295,014	908,145	232,872	6,271,380
Provision for Income Taxes	28,000	28,000	(139,341)	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000	168,659
Net Income	287,465	609,558	749,269	619,679	550,030	527,719	628,995	(25,159)	803,135	267,014	880,145	204,872	6,102,721

Middle Tennessee Imaging, LLC
 Operating Expense Support Schedule
 Rolling 12 months ending January 31st, 2016

	Mar-15	Apr-15	May-15	June-15	July-15	Aug-15	Aug-15	Sept-15	Oct-15	Nov-15	Dec-15	Jan-16	Total
Net Technical Revenue	2,574,247	3,223,852	3,418,690	3,096,967	3,187,975	3,204,333	3,240,215	2,449,865	3,373,065	2,966,096	3,417,001	2,814,809	36,967,115
Salary & PTO	-	-	-	-	-	-	-	-	-	-	-	-	-
Overtime	-	-	-	-	-	-	-	-	-	-	-	-	-
Bonus	-	-	-	-	-	-	-	-	-	-	-	-	-
Car Allowance	-	-	-	-	-	-	-	-	-	-	-	-	-
Staff Leased from NOI, LLC	767,868	868,972	872,375	811,891	863,885	904,296	840,289	825,860	859,168	929,461	825,809	823,590	10,193,464
Temporary Labor	(6,828)	-	-	-	-	-	-	4,694	-	-	83	-	(2,051)
Shared Staff Comp	-	-	-	-	-	-	-	-	-	-	-	-	-
Benefits	23,562	26,683	27,015	24,718	27,504	30,759	27,677	9,981	27,533	29,483	29,483	28,806	313,204
Total Staff Compensation	784,602	895,656	899,390	836,609	891,389	935,055	867,967	840,535	886,701	958,944	855,375	852,396	10,504,619
Leased Medical Equipment	7,865	7,865	7,865	7,865	7,865	7,865	8,522	7,865	7,865	7,865	7,865	7,865	95,037
Rent	247,330	235,675	236,105	234,738	237,802	239,602	238,702	238,702	238,854	238,702	240,552	238,390	2,865,154
Office Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Rent	3,059	5,076	3,918	4,169	3,752	4,529	6,028	4,660	5,234	3,579	4,673	4,411	53,088
Lease - Office F&E	-	-	-	-	-	-	-	-	-	-	-	-	-
Lease - Billing Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-
Lease - Other	-	-	13,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	33,000
Total Rents & Other Leases	250,388	240,750	253,222	241,106	243,754	246,330	246,930	245,562	246,288	244,480	247,425	245,001	2,951,236
General Business Insurance	11,578	9,494	9,444	10,355	9,444	9,444	9,444	9,444	9,444	9,688	9,377	9,540	116,696
Malpractice Insurance	14,973	14,973	14,750	14,750	14,750	34,417	19,667	39,713	19,667	19,667	19,667	19,667	246,661
Director & Officers Insurance	767	767	767	767	767	767	767	767	767	767	532	532	8,734
Liability Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
Workers Comp Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Insurance	27,318	25,233	24,961	25,872	24,961	44,628	29,878	49,924	29,878	30,122	29,576	29,739	372,090
Billing Forms	1,995	12,506	119	9,125	389	7,288	209	1,037	664	-	4,944	2,134	40,410
Office Supplies	8,422	8,104	7,935	7,334	9,591	18,511	7,458	10,180	9,227	13,954	17,717	7,605	126,038
Patient Waiting Room Supplies	5,273	7,377	6,090	7,022	7,042	6,536	6,545	7,630	7,769	5,603	7,609	4,574	79,070
Computer Supplies	193	3,067	67	4,576	701	549	1,067	2,299	3,493	3,156	6,306	714	26,188
Marketing Supplies	33,854	38,375	36,228	46,099	27,602	31,479	31,853	35,248	7,154	63,569	26,658	31,419	409,538
Total Non-clinical Supplies	49,738	69,429	50,439	74,155	45,325	64,362	47,131	56,394	28,307	86,281	63,234	46,445	681,240
Clinic Forms	616	1,903	275,745	237,669	198,731	143,051	670	9,044	752	-	-	1,907	15,740
Clinic Supplies & Medications	195,440	251,351	-	-	1,737	1,748	288,732	274,736	243,831	295,793	256,033	239,061	2,900,173
Film	-	2,324	-	-	-	-	-	2,005	-	-	-	-	10,141
Contrast Materials	8,084	13,514	12,045	7,995	9,135	8,403	10,832	17,393	7,897	10,228	13,792	6,962	126,280
Laundry	15,001	21,900	20,256	17,448	21,729	20,841	18,558	20,589	19,080	17,269	22,639	20,071	235,381
Total Clinic Supplies	219,142	290,992	308,046	263,112	231,332	174,891	318,792	321,762	273,566	323,289	292,464	270,327	3,287,715
RIS/PACS Services	43,184	55,910	57,820	51,965	54,832	54,925	54,886	55,992	57,714	53,295	58,100	47,558	646,181

Middle Tennessee Imaging, LLC
Operating Expense Support Schedule
Rolling 12 months ending January 31st, 2016

	Mar-15	Apr-15	May-15	June-15	July-15	Aug-15	Aug-15	Aug-15	Sept-15	Oct-15	Nov-15	Dec-15	Jan-16	Total
Management Fee	57,925	72,569	76,969	69,716	71,761	72,140	72,940	72,940	55,223	75,938	66,864	78,125	67,960	833,130
Billing Service	145,550	181,168	191,606	174,403	178,323	188,113	192,155	192,155	203,516	202,432	178,448	208,855	175,761	2,220,310
Collection Agency Fees	22,090	23,425	23,980	22,546	20,615	25,097	24,138	24,138	(86,562)	11,092	13,378	14,316	15,461	129,576
Total Billing & Collection Agency Fees	167,641	204,593	215,585	196,948	198,938	213,210	216,293	216,293	116,954	213,524	191,826	223,150	191,222	2,349,884
IS Consulting & Support	-	-	225	-	395	1,394	-	-	505	677	2,828	1,022	546	7,592
Mktg Consulting & Support	9,750	9,750	13,755	12,500	11,000	13,000	12,500	12,500	12,500	10,000	10,000	10,250	10,000	135,005
Recruiting	191	378	815	240	240	704	1,458	1,458	579	1,532	18	485	242	7,255
Legal	8,786	9,981	10,300	8,588	12,667	8,333	8,675	8,675	10,833	9,282	11,233	17,531	9,017	125,226
Professional/Accounting	-	-	6,975	-	-	2,800	2,800	2,800	-	-	-	-	-	9,775
Special Projects	1,900	2,575	2,900	1,625	3,050	2,408	1,000	1,000	-	5,775	453	-	-	22,453
Other Medical Services	10,975	14,027	11,261	11,405	13,520	12,553	11,311	12,841	12,841	18,880	4,259	16,646	5,451	143,129
Cleaning Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transcription	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Grounds Keeping & Waste	3,463	5,605	4,278	5,628	4,206	4,133	4,803	4,296	4,296	4,373	5,084	4,182	3,199	53,250
Building Security	422	1,935	354	788	1,320	361	795	3,475	3,475	361	1,302	1,338	657	13,108
Mobile MRI Transportation	-	-	-	-	-	6,166	4,123	4,123	4,594	4,594	3,000	3,863	5,568	27,314
Other Purchased Services	9,697	6,482	16,397	4,668	5,759	18,372	5,180	9,246	9,246	18,150	4,706	7,592	16,940	123,189
Total Purchased Services	45,183	50,734	67,057	67,016	52,156	67,424	52,753	52,753	54,386	73,624	45,258	63,156	51,620	690,367
Business Lines	16,360	7,352	7,673	7,660	7,629	7,711	7,649	7,621	7,621	7,708	8,031	7,554	7,569	100,517
Information System Lines	22,291	22,159	22,138	22,146	22,253	22,139	22,100	22,165	22,165	25,684	28,664	30,494	30,821	292,994
Cellular Phones	473	621	969	493	546	347	694	596	596	395	598	428	437	6,597
Answering Service	180	204	164	202	188	185	161	184	184	179	206	170	174	2,197
Yellow Pages	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Telecommunications	39,304	30,336	30,943	30,501	30,616	30,382	30,604	30,565	30,565	33,966	37,499	38,586	39,001	402,303
Business Meals	1,893	3,502	271	32	2,346	2,178	1,679	1,430	1,430	639	1,117	164	112	15,363
Entertainment	-	-	-	-	405	45	-	-	-	-	-	-	-	450
Flowers & Gifts	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee Relations	742	1,127	1,437	2,672	1,394	2,370	254	508	508	1,861	23,251	1,896	7,617	45,129
Travel	-	-	-	476	91	-	-	-	-	-	-	-	278	1,156
Mileage	736	970	221	607	873	1,402	143	234	339	339	1,767	945	1,300	9,537
Transportation	1,323	1,595	2,351	1,770	1,630	2,043	1,892	1,721	1,866	1,866	1,696	1,232	898	20,017
Total Transport, Meals, & Entertainment	4,694	7,194	4,279	5,557	6,738	8,038	3,968	3,893	3,893	4,704	27,831	4,547	10,205	91,648
Maint - Office Equipment & Furnishings	363	270	-	322	229	1,521	575	-	-	-	-	-	477	3,757
Maint - Billing Equipment	-	-	-	-	-	1,000	-	2,310	2,310	-	2,024	2,700	6,468	21,135
Maint - Computer Equipment	255,468	258,759	393,671	212,139	363,475	377,125	234,062	304,258	304,258	243,432	227,980	388,512	330,886	3,589,667
Maint - Medical Equipment	11,398	25,667	9,800	12,876	16,892	15,750	33,134	31,153	31,153	17,553	16,716	36,279	20,655	247,873
Maint - Building	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Repairs & Maintenance	267,228	284,816	409,482	225,839	380,596	395,396	267,772	337,720	337,720	260,986	246,619	427,491	358,486	3,862,431

Middle Tennessee Imaging, LLC
Operating Expense Support Schedule
Rolling 12 months ending January 31st, 2016

	Mar-15	Apr-15	May-15	June-15	July-15	Aug-15	Aug-15	Sept-15	Oct-15	Nov-15	Dec-15	Jan-16	Total
Seminars & Training	-	1,520	-	471	(163)	-	-	-	-	-	6,228	-	8,056
Books & Publications	1,655	-	-	-	550	-	-	-	-	-	-	-	2,205
Professional Societies	-	500	-	-	-	980	-	-	-	-	100	760	2,340
Licenses	15,895	9,170	7,640	15,464	9,950	5,325	3,400	4,600	7,696	6,445	10,173	18,899	114,657
CME	-	-	-	-	-	-	-	-	-	-	-	-	-
Uniforms	499	547	145	34	1,482	1,800	315	459	1,372	713	147	1,403	8,916
Meeting Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Bad Debt Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	266	-	-	-	-	-	266
Business & Property Taxes	(37,094)	26,405	24,864	25,628	24,864	10,980	22,686	22,686	22,686	22,686	27,111	7,098	200,600
Bank Charges	23,149	20,989	27,208	28,220	39,240	24,307	27,175	23,710	23,856	21,421	21,553	29,684	310,512
Postage	3,945	2,136	2,906	3,338	2,857	2,537	4,391	3,747	2,851	5,349	3,407	2,873	40,337
Utilities	41,064	38,718	81,297	57,730	52,370	59,662	63,125	57,568	43,189	53,302	48,443	47,033	643,501
Other	-	-	-	-	-	-	-	52	55	-	-	-	107
Contributions	5,000	-	-	-	-	1,300	-	-	2,500	-	-	5,000	13,800
Total Other Operating Expenses	54,114	99,985	144,059	130,885	131,150	106,890	121,358	112,823	104,205	109,916	117,163	112,749	1,345,297
Total Operating Expenses	2,018,325	2,336,062	2,550,118	2,227,147	2,371,414	2,421,536	2,339,792	2,289,597	2,297,763	2,430,090	2,506,256	2,325,573	28,113,173

Middle Tennessee Imaging, LLC
Operating Expense Support Schedule by Center
 For the Period from January 1, 2016 to January 31, 2016

	Unallocated	Clarksville Mobile	Hermitage	Mt. Juliet	Charlotte	Cool Springs	Symma	M'boro	Briarville	Baptist	St. Thomas	Brentwood	H'ville	WBR ASC	Mobile X-ray	Net Earnings from St Thom Hosp	Hermitage Bldg	Total
		MRI	OPIC	OPIC	OPIC	OPIC	OPIC	OPIC	OPIC	OPIC	OPIC	OPIC	OPIC					
Net Technical Revenue	19,703	59,238	360,434	205,444	187,650	91,473	175,947	163,567	488,658	203,997	336,360	254,000	112,480	93,173	62,685	-	-	2,814,809
Staff Leased from NOL, LLC	4,132	16,274	94,515	55,762	51,679	40,218	44,725	55,976	151,526	50,538	73,592	65,486	46,210	38,556	19,821	14,579	-	823,590
Temporary Labor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Shared Staff Comp	-	490	3,408	2,274	1,879	1,172	1,646	2,347	5,308	1,825	1,945	2,228	1,861	1,565	857	-	-	28,806
Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Staff Compensation	4,132	16,764	97,923	58,035	53,558	41,390	46,371	58,324	156,834	52,363	75,537	67,715	48,071	40,122	20,678	14,579	-	852,396
Leased Medical Equipment	-	-	1,461	-	-	-	-	6,404	-	-	-	-	-	-	-	-	-	7,865
Rent	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Rent	-	4,002	36,832	17,734	14,419	13,120	23,024	14,826	45,276	5,652	12,996	13,874	-	10,385	(2,320)	-	-	238,390
Other Rent	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lease - Office F&E	-	-	662	586	23	294	471	247	603	23	-	-	-	1,502	-	-	-	4,411
Lease - Billing Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lease - Other	2,200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,200
Total Rents & Other Leases	2,200	4,002	37,494	18,320	14,442	13,414	23,494	15,073	45,879	5,675	12,996	13,874	-	11,887	(2,320)	-	-	245,001
General Business Insurance	-	371	1,042	695	459	484	616	672	1,178	520	888	570	801	293	187	-	-	9,540
Malpractice Insurance	197	210	1,784	1,538	1,349	1,034	726	1,505	4,049	1,019	1,845	1,927	918	1,300	265	-	-	19,667
Director & Officers Insurance	-	5	59	37	32	27	27	37	96	32	48	43	32	27	11	11	-	532
Liability Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Workers Comp Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Insurance	202	592	2,884	2,270	1,840	1,545	1,368	2,214	5,323	1,571	2,781	2,539	1,751	1,619	463	11	-	29,739
Billing Forms	-	5	73	22	17	12	7	20	49	248	662	17	986	15	-	-	-	2,134
Office Supplies	209	331	740	1,409	395	287	1,164	534	899	379	526	372	899	360	526	-	-	7,605
Patient Waiting Room Supplies	-	-	953	359	313	300	208	223	1,075	220	575	170	714	178	-	-	-	4,574
Computer Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Marketing Supplies	6,250	923	2,384	2,592	1,359	756	1,926	1,858	4,329	924	1,259	433	1,953	4,471	-	-	-	31,419
Total Non-clinical Supplies	6,459	1,258	4,149	4,383	2,084	1,356	3,306	2,635	6,353	1,771	3,022	992	3,652	5,024	-	-	-	46,445
Clinic Forms	-	38	248	172	133	95	57	153	381	76	229	133	76	114	-	-	-	1,907
Clinic Supplies & Medications	-	97	40,306	2,394	8,479	1,731	3,862	3,563	25,995	82,916	23,578	20,861	17,871	4,099	3,311	-	-	239,061
Film	-	-	1,740	587	-	-	-	-	-	-	-	-	-	-	-	-	-	2,327
Contrast Materials	-	-	2,551	813	106	(41)	529	399	1,703	872	123	(57)	(36)	-	-	-	-	6,962
Laundry	-	1,089	4,290	869	1,258	899	1,099	800	2,932	1,497	1,795	1,675	832	1,038	-	-	-	20,071
Total Clinic Supplies	-	1,223	49,134	4,835	9,976	2,685	5,547	4,515	29,707	86,192	26,473	22,792	18,722	5,215	3,311	-	-	270,327
RIS/PACS Services	-	518	4,757	3,382	3,335	2,596	1,750	3,620	9,654	2,724	4,771	4,782	2,223	2,878	566	-	-	47,558
Management Fee	443	1,459	8,110	4,622	4,222	2,058	3,959	3,287	10,880	4,590	7,568	5,715	2,531	2,096	1,419	-	-	62,960
Billing Service	1,108	4,595	21,309	12,659	11,585	6,431	10,623	10,573	30,049	14,192	19,722	14,910	7,360	7,038	3,607	-	-	175,761
Collection Agency Fees	3,336	71	1,259	1,100	1,450	505	801	1,661	2,738	(1,524)	2,430	549	570	387	131	-	-	15,461
Total Billing & Collection Agency Fees	4,444	4,666	22,568	13,759	13,035	6,936	11,423	12,233	32,787	12,667	22,151	15,459	7,929	7,425	3,738	-	-	191,222
IS Consulting & Support	-	-	296	-	-	-	-	-	200	-	50	-	-	-	-	-	-	546
Mktg Consulting & Support	10,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000
Recruiting	-	74	15	-	-	-	-	-	-	-	-	-	100	52	-	-	-	282
Legal	8,333	684	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9,017
Professional/Accounting	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Special Projects	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Medical Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Middle Tennessee Imaging, LLC

Balance Sheet

January 31, 2016

	Balance
ASSETS	
Current Assets	
Cash	3,804,176
Account Receivable	22,105,040
Due from Affiliates	983,329
Allowances	(18,016,803)
Prepaid Expenses	149,432
Deposits	80,333
	9,105,507
Total Current Assets	9,105,507
Fixed Assets	
Vehicles	134,879
Operating Equipment	26,805,514
Leasehold Improvements	9,464,026
Land	967,099
Buildings	1,860,221
Accumulated Depreciation	(24,444,062)
	14,787,677
Net Fixed Assets	14,787,677
Intangibles Assets	
Goodwill	600,000
	600,000
TOTAL ASSETS	24,493,183
LIABILITIES AND EQUITY	
Current Liabilities	
Accounts Payable	777,072
Due to Affiliates	1,729,426
Accrued Expenses	1,208,594
Building Deposits Returnable	4,207
Line of Credit	2,000,000
Current Portion of Notes Payable	4,084,423
Other Current Liabilities	53,858
	9,857,580
Total Current Liabilities	9,857,580
Notes and Loan Payables	
Notes Payable, Net of Current Portion	9,611,430
Other Long-Term Liabilities	-
	9,611,430
Total Long-Term Liabilities	9,611,430
Total Liabilities	19,469,010
Equity	
Owner Capital	7,108,225
Owner Distributions	(40,350,000)
Retained Earnings	38,061,077
YTD Net Income	204,872
	5,024,173
Total Equity	5,024,173
TOTAL LIABILITIES AND EQUITY	24,493,183

Middle Tennessee Imaging, LLC
Statement of Cash Flow
Period and Year to Date Compare to Last Year
January 2016

	Current Period	Year to Date	Last Year	Last Year to Date
Cash Flows from Operating Activities:				
Net Income	204,872	204,872	82,256	82,256
Adjustments to Reconcile Net Income to Net Cash Provided by Operations:				
Net change in...				
Receivables	720,875	720,875	798,996	798,996
Prepays	31,918	31,918	13,899	13,899
Other Assets	-	-	(1,700)	(1,700)
Investments in Subsidiaries	-	-	-	-
Accounts Payable	(512,076)	(512,076)	159,981	159,981
Deposits Returnable	-	-	-	-
Accrued Expenses	29,418	29,418	14,441	14,441
Taxes Payable	(48,902)	(48,902)	(34,738)	(34,738)
Notes & Mortgage Payable	(340,369)	(340,369)	(340,369)	(340,369)
Other Liabilities	814	814	1,120	1,120
Intercompany (to) / from	(333,310)	(333,310)	(493,958)	(493,958)
Depreciation & Amortization	217,002	217,002	323,927	323,927
Total Cash Flows from Operations	(29,758)	(29,758)	523,853	523,853
Cash Flows from Investing Activities:				
Purchases of Assets	(169,019)	(169,019)	(29,368)	(29,368)
Disposition of Assets	88,837	88,837	-	-
Total Cash Flows from Investing Activities	(80,182)	(80,182)	(29,368)	(29,368)
Cash Flows from Financing Activities:				
Owners Distribution	-	-	(2,000,000)	(2,000,000)
Total Cash Flows from Financing Activities	-	-	(2,000,000)	(2,000,000)
Increase/Decrease in Cash	(109,940)	(109,940)	(1,505,514)	(1,505,514)
Cash at the end of the period	3,804,176	3,804,176	2,394,158	2,394,158
Cash at the beginning of the period	3,914,117	3,914,117	3,899,673	3,899,673
Increase/Decrease in Cash	(109,940)	(109,940)	(1,505,514)	(1,505,514)

Middle Tennessee Imaging, LLC
Income Statement
Period and Year to Date Compare to Last Year
For the Period from Dec 1, 2015 to Dec 31, 2015

	Current Period		Year to Date		Last Year to Date	
Revenue						
Global Patient Charges	17,101,412	500%	187,754,391	507%	157,936,782	466%
Reserve for Contractual Allowances	(12,221,844)	-358%	(134,111,625)	-362%	(111,408,546)	-329%
Reserve for Charity Care	(102,402)	-3%	(1,125,143)	-3%	(946,439)	-3%
Net Patient Revenue	4,777,166	140%	52,517,623	142%	45,581,797	134%
Physicians Services	(849,788)	-25%	(10,219,491)	-28%	(7,258,940)	-21%
Bad Debt	(510,376)	-15%	(5,283,166)	-14%	(4,416,716)	-13%
Net Technical Revenue	3,417,001	100%	37,014,966	100%	33,906,142	100%
Net Earnings from STHS Hospitals	60,000	2%	416,248	1%	2,198,325	6%
Non-Medical Revenue						
Hermitage Building Rent	6,809	0%	303,707	1%	358,123	1%
Other Revenue	347,336	10%	618,489	2%	624,903	2%
Total Non-Medical Revenue	354,145	10%	922,195	2%	983,026	3%
Net Technical and Other Revenue	3,831,146	112%	38,353,409	104%	37,087,492	109%
Operating Expenses						
Staff Compensation & Benefits	855,375	25%	10,564,159	29%	10,265,375	30%
Leased Medical Equipment	7,865	0%	95,037	0%	62,912	0%
Rents & Other Leases	247,425	7%	2,853,791	8%	2,857,790	8%
Insurance	29,576	1%	363,896	1%	256,230	1%
Non-Clinical Supplies	63,234	2%	690,736	2%	683,306	2%
Clinic Supplies	292,464	9%	3,287,830	9%	3,323,478	10%
RIS/PACS Services	58,100	2%	649,034	2%	550,659	2%
Management Fee	78,125	2%	834,648	2%	774,089	2%
Billing & Collection Agency Fees	223,150	7%	2,345,348	6%	2,113,527	6%
Other Purchased Services	63,156	2%	682,551	2%	619,862	2%
Telecommunications	38,586	1%	393,241	1%	367,790	1%
Transport, Meals, & Entertainment	4,547	0%	87,467	0%	116,291	0%
Repairs & Maintenance	427,491	13%	3,726,412	10%	2,952,194	9%
Other Operating Expenses	117,163	3%	1,345,198	4%	1,335,015	4%
Total Operating Expenses	2,506,256	73%	27,919,349	75%	26,278,516	78%
Net Operating Income (EBITDA)	1,324,891	39%	10,434,060	28%	10,808,976	32%
Non-operating Income & Expense						
Depreciation & Amortization	374,382	11%	3,733,484	10%	3,749,471	11%
Interest Expense	41,836	1%	547,951	1%	758,210	2%
Gain or Loss on Asset Disposal	528	0%	528	0%	(426)	0%
Total Non-Operating Income & Expense	416,746	12%	4,281,963	12%	4,507,255	13%
Net Income Before Taxes	908,145	27%	6,152,097	17%	6,301,721	19%
Provision for Income Taxes	28,000	1%	171,992	0%	376,130	1%
Net Income	880,145	26%	5,980,105	16%	5,925,591	17%

Middle Tennessee Imaging, LLC
Operating Expense Support Schedule
Period and Year to Date Compare to Last Year
For the Period from Dec 1, 2015 to Dec 31, 2015

	Current Period		Year to Date		Last Year to Date	
Net Technical Revenue	3,417,001	100%	37,014,966	100%	33,906,142	100%
Staff Leased from NOL, LLC	825,809	24%	10,248,111	28%	9,685,401	29%
Temporary Labor	83	0%	3,755	0%	181,421	1%
Shared Staff Comp	-	0%	-	0%	-	0%
Benefits	29,483	1%	312,294	1%	398,552	1%
Total Staff Compensation	855,375	25%	10,564,159	29%	10,265,375	30%
Leased Medical Equipment	7,865	0%	95,037	0%	62,912	0%
Office Rent	240,552	7%	2,770,598	7%	2,791,359	8%
Lease - Office F&E	4,673	0%	52,393	0%	46,875	0%
Total Rents & Other Leases	247,425	7%	2,853,791	8%	2,857,790	8%
General Business Insurance	9,377	0%	112,964	0%	97,265	0%
Malpractice Insurance	19,667	1%	241,966	1%	150,031	0%
Director & Officers Insurance	532	0%	8,966	0%	8,934	0%
Total Insurance	29,576	1%	363,896	1%	256,230	1%
Billing Forms	4,944	0%	38,936	0%	66,259	0%
Office Supplies	17,717	1%	131,300	0%	123,304	0%
Patient Waiting Room Supplies	7,609	0%	84,665	0%	77,707	0%
Computer Supplies	6,306	0%	29,146	0%	64,486	0%
Marketing Supplies	26,658	1%	406,689	1%	351,551	1%
Total Non-clinical Supplies	63,234	2%	690,736	2%	683,306	2%
Clinic Forms	-	0%	16,482	0%	2,275	0%
Clinic Supplies & Medications	256,033	7%	2,898,127	8%	2,980,349	9%
Film	-	0%	9,563	0%	13,774	0%
Contrast Materials	13,792	0%	128,183	0%	105,266	0%
Laundry	22,639	1%	235,475	1%	221,813	1%
Total Clinic Supplies	292,464	9%	3,287,830	9%	3,323,478	10%
RIS/PACS Services	58,100	2%	649,034	2%	550,659	2%
Management Fee	78,125	2%	834,648	2%	774,089	2%
Billing Service	208,835	6%	2,206,115	6%	1,870,971	6%
Collection Agency Fees	14,316	0%	139,233	0%	242,556	1%
Total Billing & Collection Agency Fees	223,150	7%	2,345,348	6%	2,113,527	6%
IS Consulting & Support	1,022	0%	9,546	0%	16,149	0%
Mktg Consulting & Support	10,250	0%	134,755	0%	102,875	0%
Recruiting	485	0%	7,113	0%	3,524	0%
Legal	17,531	1%	124,975	0%	131,111	0%
Professional/Accounting	-	0%	9,775	0%	10,048	0%
Special Projects	-	0%	23,668	0%	77,136	0%
Other Medical Services	248	0%	24,778	0%	22,112	0%
Cleaning Services	16,646	0%	149,195	0%	150,483	0%

Middle Tennessee Imaging, LLC
Operating Expense Support Schedule
Period and Year to Date Compare to Last Year
For the Period from Dec 1, 2015 to Dec 31, 2015

	Current Period		Year to Date		Last Year to Date	
Transcription	-	0%	-	0%	-	0%
Grounds Keeping & Waste	4,182	0%	54,386	0%	42,896	0%
Building Security	1,338	0%	12,799	0%	12,338	0%
Mobile MRI Transportation	3,863	0%	21,746	0%	-	0%
Other Purchased Services	7,592	0%	109,815	0%	51,189	0%
Total Purchased Services	63,156	2%	682,551	2%	619,862	2%
Business Lines	7,554	0%	100,273	0%	108,652	0%
Information System Lines	30,434	1%	284,047	1%	249,651	1%
Cellular Phones	428	0%	6,720	0%	7,478	0%
Answering Service	170	0%	2,201	0%	2,009	0%
Yellow Pages	-	0%	-	0%	-	0%
Total Telecommunications	38,586	1%	393,241	1%	367,790	1%
Business Meals	164	0%	16,972	0%	20,432	0%
Entertainment	-	0%	450	0%	-	0%
Flowers & Gifts	-	0%	-	0%	309	0%
Employee Relations	1,896	0%	39,892	0%	32,181	0%
Travel	311	0%	878	0%	5,036	0%
Mileage	945	0%	8,822	0%	12,959	0%
Transportation	1,232	0%	20,453	0%	45,374	0%
Total Transport, Meals, & Entertainment	4,547	0%	87,467	0%	116,291	0%
Maint - Office Equipment & Furnishings	-	0%	3,281	0%	3,117	0%
Maint - Computer Equipment	2,700	0%	21,245	0%	50,541	0%
Maint - Medical Equipment	388,512	11%	3,461,878	9%	2,716,093	8%
Maint - Building	36,279	1%	240,009	1%	182,443	1%
Total Repairs & Maintenance	427,491	13%	3,726,412	10%	2,952,194	9%
Seminars & Training	6,228	0%	12,565	0%	11,584	0%
Books & Publications	-	0%	2,205	0%	2,856	0%
Professional Societies	100	0%	1,680	0%	1,760	0%
Licenses	10,173	0%	110,097	0%	136,887	0%
CME	-	0%	-	0%	-	0%
Uniforms	147	0%	8,146	0%	14,866	0%
Meeting Expense	-	0%	-	0%	-	0%
Bad Debt Expense	-	0%	-	0%	-	0%
Miscellaneous	-	0%	266	0%	(254)	0%
Business & Property Taxes	27,111	1%	221,428	1%	331,432	1%
Bank Charges	21,553	1%	301,187	1%	215,253	1%
Postage	3,407	0%	39,638	0%	48,426	0%
Utilities	48,443	1%	639,079	2%	553,755	2%
Other	-	0%	107	0%	-	0%
Contributions	-	0%	8,800	0%	18,450	0%
Total Other Operating Expenses	117,163	3%	1,345,198	4%	1,335,015	4%
Total Operating Expenses	2,506,256	73%	27,919,349	75%	26,278,516	78%

Middle Tennessee Imaging, LLC
Income Statement
Rolling 12 months ending Dec. 31, 2015

	Dec-15	Nov-15	Oct-15	Sept-15	Aug-15	July-15	June-15	May-15	Apr-15	Mar-15	Feb-15	Jan-15	Total
Revenue													
Global Patient Charges	17,101,412	14,807,434	17,028,561	16,298,051	15,871,982	15,793,632	15,779,079	15,359,186	16,994,433	16,044,438	12,643,354	14,032,829	187,754,391
Reserve for Contractual Allowances	(12,221,844)	(10,582,379)	(12,173,952)	(11,651,504)	(11,347,584)	(11,291,936)	(11,280,956)	(10,983,001)	(12,159,445)	(11,473,553)	(8,979,634)	(9,965,837)	(134,111,625)
Reserve for Charity Care	(102,402)	(88,819)	(102,015)	(97,676)	(95,166)	(94,656)	(94,479)	(92,061)	(101,839)	(96,166)	(75,753)	(84,112)	(1,125,143)
Net Patient Revenue	4,777,166	4,136,236	4,752,595	4,548,872	4,429,231	4,407,041	4,403,644	4,284,123	4,733,149	4,474,720	3,587,968	3,982,880	52,517,623
Physicians Services	(849,788)	(755,652)	(903,461)	(1,643,187)	(744,908)	(760,981)	(774,767)	(757,537)	(839,212)	(802,095)	(660,208)	(727,695)	(10,219,491)
Bad Debt	(510,376)	(414,489)	(476,069)	(455,820)	(444,109)	(441,727)	(440,901)	(429,619)	(475,247)	(448,773)	(353,513)	(392,524)	(5,283,166)
Net Technical Revenue	3,417,001	2,966,096	3,373,065	2,449,865	3,240,215	3,204,333	3,187,975	3,096,967	3,418,690	3,223,852	2,574,247	2,862,661	37,014,966
Net Earnings from STHS Hospitals	60,000	60,000	63,110	56,889	60,000	67,801	57,994	83,995	64,005	72,907	50,000	(280,453)	416,248
Non-Medical Revenue	6,809	26,309	26,309	26,309	26,309	26,309	26,309	30,409	26,309	24,709	28,809	28,809	303,707
Hermitage Building Rent	347,336	21,308	16,612	15,394	26,744	25,503	26,600	26,486	17,814	23,283	47,399	24,008	618,489
Total Non-Medical Revenue	354,145	47,617	42,921	41,703	53,053	51,812	52,909	56,895	44,123	47,992	76,208	52,817	922,195
Net Technical and Other Revenue	3,831,146	3,073,713	3,479,096	2,548,456	3,353,268	3,323,946	3,298,879	3,237,857	3,526,818	3,344,751	2,700,455	2,635,024	38,353,409
Operating Expenses													
Staff Compensation & Benefits	855,375	958,944	886,701	840,535	867,967	935,055	891,389	836,609	899,390	895,656	784,602	911,938	10,564,159
Leased Medical Equipment	7,865	7,865	7,865	7,865	8,522	7,865	7,865	7,865	7,865	7,865	7,865	7,865	95,037
Rents & Other Leases	247,425	244,480	246,288	245,562	246,930	246,330	243,754	241,106	253,222	240,750	250,388	147,556	2,853,791
Insurance	29,576	30,122	29,878	29,878	29,878	24,961	24,961	24,961	24,961	25,233	27,318	21,548	363,896
Non-Clinical Supplies	63,234	86,281	28,307	56,394	47,131	44,628	45,325	74,155	50,439	64,429	49,738	55,942	690,736
Clinic Supplies	292,464	323,289	273,566	321,762	318,792	174,891	231,332	263,112	308,046	290,992	219,142	270,442	3,287,830
RIS/PACS Services	58,100	53,295	57,714	55,992	54,886	54,925	54,832	51,965	57,820	55,910	45,184	50,411	649,034
Management Fee	78,125	66,864	75,938	55,223	72,940	72,140	71,761	69,716	76,969	72,569	57,925	64,480	834,648
Billing & Collection Agency Fees	223,150	191,826	213,524	116,954	216,293	213,210	198,938	196,948	215,585	204,593	167,641	186,685	2,345,348
Other Purchased Services	63,156	45,258	73,624	54,386	52,753	67,424	52,156	67,016	67,057	50,734	45,183	43,804	682,551
Telecommunications	38,586	37,499	33,966	30,565	30,604	30,382	30,616	30,501	30,943	30,336	39,304	29,938	393,241
Transport, Meals, & Entertainment	4,547	27,831	4,704	3,893	3,968	8,038	6,738	5,557	4,279	7,194	4,694	6,024	87,467
Repairs & Maintenance	427,491	246,619	260,986	337,720	267,772	395,396	380,596	225,839	409,482	284,816	267,228	222,466	3,726,412
Other Operating Expenses	117,163	109,916	104,205	112,823	121,358	106,890	131,150	130,885	144,059	99,985	54,114	112,651	1,345,198
Total Operating Expenses	2,506,256	2,430,090	2,297,263	2,289,597	2,339,792	2,421,536	2,371,414	2,227,147	2,550,118	2,336,062	2,018,325	2,131,750	27,919,349
Net Operating Income (EBITDA)	1,324,891	643,623	1,181,832	258,860	1,013,475	902,410	927,464	1,010,710	976,701	1,008,689	682,131	503,274	10,434,060
Non-operating Income & Expense													
Depreciation & Amortization	374,382	308,442	308,308	213,964	313,436	300,769	305,231	316,524	320,946	323,369	323,400	324,712	3,733,484
Interest Expense	41,836	40,166	42,389	42,055	43,044	45,922	44,203	46,507	45,827	47,762	43,266	64,973	547,951
Gain or Loss on Asset Disposal	528												
Total Non-Operating Income & Expense	416,746	348,609	350,698	256,019	356,480	346,691	349,434	363,032	366,773	371,131	366,666	389,685	4,281,963
Net Income Before Taxes	908,145	295,014	831,135	2,841	656,995	555,719	578,030	647,679	609,928	637,558	315,465	113,589	6,152,097
Provision for Income Taxes	28,000	(139,341)	28,000	28,000	31,333	171,992							
Net Income	880,145	267,014	803,135	(25,159)	628,995	527,719	550,030	619,679	749,269	609,558	287,465	82,256	5,980,105

Middle Tennessee Imaging, LLC
Operating Expense Support Schedule
 Rolling 12 months ending Dec 31, 2015

	Dec-15	Nov-15	Oct-15	Sept-15	Aug-15	July-15	June-15	May-15	Apr-15	Mar-15	Feb-15	Jan-15	Total
Net Technical Revenue	3,417,001	2,966,096	3,373,065	2,449,865	3,240,215	3,204,333	3,187,975	3,096,967	3,418,690	3,223,852	2,574,247	2,862,661	37,014,967
Salary & PTO	-	-	-	-	-	-	-	-	-	-	-	-	-
Overtime	-	-	-	-	-	-	-	-	-	-	-	-	-
Bonus	-	-	-	-	-	-	-	-	-	-	-	-	-
Car Allowance	825,809	929,461	859,168	825,860	840,289	904,296	863,885	811,891	872,375	868,972	767,868	878,238	10,248,112
Staff Leased from NOL, LLC	83	-	-	4,694	-	-	-	-	-	-	(6,828)	-	3,755
Temporary Labor	-	-	-	-	-	-	-	-	-	-	-	-	-
Shared Staff Comp	29,483	29,483	27,533	9,981	27,677	30,759	27,504	24,718	27,015	26,683	23,562	27,895	312,293
Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Staff Compensation	855,375	958,944	886,701	840,535	867,967	935,055	891,389	836,609	899,390	895,656	784,602	911,938	10,564,161
Leased Medical Equipment	7,865	7,865	7,865	7,865	8,522	7,865	95,037						
Rent	240,552	238,702	238,854	238,702	238,702	239,602	237,802	234,738	236,105	235,675	247,330	143,837	2,770,601
Office Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Rent	4,673	3,579	5,234	4,660	6,028	4,529	3,752	4,169	3,918	5,076	3,059	3,719	52,396
Lease - Office F&E	-	-	-	-	-	-	-	-	-	-	-	-	-
Lease - Billing Equipment	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	13,200	-	-	-	30,800
Lease - Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Rents & Other Leases	247,425	244,480	246,288	245,562	246,930	246,330	243,754	241,106	253,222	240,750	250,388	147,556	2,853,791
General Business Insurance	9,377	9,688	9,444	9,444	9,444	9,444	9,444	10,355	9,444	9,494	11,578	5,808	112,964
Malpractice Insurance	19,667	19,667	19,667	39,713	19,667	34,417	14,750	14,750	14,750	14,973	14,973	14,973	241,967
Director & Officers Insurance	532	767	767	767	767	767	767	767	767	767	767	767	8,969
Liability Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
Workers Comp Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Insurance	29,576	30,122	29,878	49,924	29,878	44,628	24,961	25,872	24,961	25,233	27,318	21,548	363,899
Billing Forms	4,944	-	664	1,037	209	7,288	389	9,125	119	12,506	1,995	662	38,938
Office Supplies	17,717	13,954	9,227	10,180	7,458	18,511	9,591	7,334	7,935	8,104	8,422	12,868	131,301
Patient Waiting Room Supplies	7,609	5,603	7,769	7,630	6,545	6,536	7,042	7,022	6,090	7,377	5,273	10,170	84,666
Computer Supplies	6,306	3,156	3,493	2,299	1,067	549	701	4,576	67	3,067	193	3,672	29,146
Marketing Supplies	26,658	63,569	7,154	35,248	31,853	31,479	27,602	46,099	36,228	38,375	33,854	28,570	406,689
Total Non-clinical Supplies	63,234	86,281	28,307	56,394	47,131	64,362	45,325	74,155	50,439	69,429	49,738	55,942	690,737
Clinic Forms	-	-	752	9,044	670	848	-	-	-	1,903	616	2,649	16,482
Clinic Supplies & Medications	256,033	295,793	243,831	274,736	288,732	143,051	198,731	237,669	275,745	251,351	195,440	237,014	2,898,126
Film	-	-	2,005	-	-	1,748	1,737	2,324	-	1,748	-	1,748	9,562
Contrast Materials	13,792	10,228	7,897	17,393	10,832	8,403	9,135	7,995	12,045	13,514	8,084	8,864	128,182
Laundry	22,639	17,269	19,080	20,589	18,558	20,841	21,729	17,448	20,356	21,900	15,001	20,166	235,476
Total Clinic Supplies	292,464	323,289	273,566	321,762	318,792	174,891	231,332	263,112	308,046	290,992	219,142	270,442	3,287,830
RIS/PACS Services	58,100	53,295	57,714	55,992	54,886	54,925	54,832	51,965	57,820	55,910	43,184	50,411	649,034

Middle Tennessee Imaging, LLC
Operating Expense Support Schedule
 Rolling 12 months ending Dec. 31, 2015

	Dec-15	Nov-15	Oct-15	Sept-15	Aug-15	July-15	June-15	May-15	Apr-15	Mar-15	Feb-15	Jan-15	Total
Management fee	78,125	66,864	75,938	55,223	72,940	72,140	71,761	69,716	76,969	72,569	57,925	64,480	834,650
Billing Service	208,835	178,448	202,432	203,516	192,155	188,113	178,323	174,403	191,606	181,168	145,550	161,566	2,206,115
Collection Agency Fees	14,316	13,378	11,092	(86,562)	24,138	25,097	20,615	22,546	23,980	23,425	22,090	25,119	139,234
Total Billing & Collection Agency Fees	223,150	191,826	213,524	116,954	216,293	213,210	198,938	196,948	215,585	204,593	167,641	186,685	2,345,347
IS Consulting & Support	1,022	2,828	677	505	-	1,394	395	-	225	-	-	2,500	9,546
Mktg Consulting & Support	10,250	10,000	10,000	12,500	12,500	13,000	11,000	12,500	13,755	9,750	9,750	9,750	134,755
Recruiting	485	18	1,532	579	1,458	704	240	815	613	378	191	102	7,115
Legal	17,531	11,233	9,282	10,833	8,675	8,333	12,667	8,588	10,300	9,981	8,786	8,765	124,974
Professional/Accounting	-	-	-	-	2,800	-	-	-	6,975	-	-	-	9,775
Special Projects	453	453	5,775	110	1,000	2,408	3,050	21,000	2,900	2,575	1,900	1,704	23,668
Other Medical Services	248	2,375	18,880	12,841	11,311	12,553	13,520	11,405	11,261	14,027	10,975	11,517	24,779
Cleaning Services	16,646	4,259	4,373	4,296	4,803	4,133	4,206	5,628	4,278	5,605	3,463	4,334	149,195
Transcription	4,182	5,084	361	3,475	795	361	1,320	788	354	1,935	422	-	54,385
Grounds Keeping & Waste	1,338	1,302	4,594	4,123	6,166	-	-	-	-	-	-	-	12,802
Building Security	3,863	3,000	18,150	9,246	5,180	18,372	5,759	4,568	16,397	6,482	9,697	3,565	21,746
Mobile MRI Transportation	7,592	4,706	73,624	54,386	52,753	67,424	52,156	67,016	67,057	50,734	45,183	43,804	682,551
Other Purchased Services	63,156	45,258	73,624	54,386	52,753	67,424	52,156	67,016	67,057	50,734	45,183	43,804	682,551
Total Purchased Services	63,156	45,258	73,624	54,386	52,753	67,424	52,156	67,016	67,057	50,734	45,183	43,804	682,551
Business Lines	7,554	8,031	7,708	7,621	7,649	7,711	7,629	7,660	7,673	7,352	16,360	7,325	100,273
Information System Lines	30,434	28,664	25,684	22,165	22,100	22,139	22,253	22,146	22,138	22,159	22,251	21,875	284,048
Cellular Phones	428	598	395	596	694	347	546	493	969	621	473	561	6,721
Answering Service	170	206	179	184	161	185	188	202	164	204	180	177	2,200
Yellow Pages	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Telecommunications	38,586	37,499	33,966	30,565	30,604	30,382	30,616	30,501	30,943	30,336	39,304	29,938	393,240
Business Meals	164	1,117	639	1,430	1,679	2,178	2,346	32	271	3,502	1,893	1,722	16,973
Entertainment	-	-	-	-	-	45	405	-	-	-	-	-	450
Flowers & Gifts	1,896	23,251	1,861	508	254	2,370	1,394	2,672	1,437	1,127	742	2,382	39,894
Employee Relations	311	-	-	-	-	91	476	-	-	-	-	-	878
Travel	945	1,767	339	234	143	1,402	873	607	221	970	736	586	8,823
Mileage	1,232	1,696	1,866	1,721	1,892	2,043	1,650	1,770	2,351	1,595	1,323	1,334	20,453
Transportation	4,547	27,831	4,704	3,893	3,968	8,038	6,738	5,557	4,279	7,194	4,694	6,024	87,467
Total Transport, Meals, & Entertainment	4,547	27,831	4,704	3,893	3,968	8,038	6,738	5,557	4,279	7,194	4,694	6,024	87,467
Maint - Office Equipment & Furnishings	-	-	-	-	575	1,521	229	322	-	270	363	-	3,280
Maint - Billing Equipment	-	-	-	-	-	-	-	-	6,011	120	-	6,577	21,244
Maint - Computer Equipment	2,700	2,024	243,432	304,258	234,062	377,125	363,475	212,139	393,671	258,759	255,468	203,098	3,461,879
Maint - Medical Equipment	388,512	227,880	17,553	31,153	33,134	15,750	16,892	12,876	9,800	25,667	11,398	12,792	240,010
Maint - Building	36,279	16,716	17,553	31,153	33,134	15,750	16,892	12,876	9,800	25,667	11,398	12,792	240,010
Maintenance Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Repairs & Maintenance	477,491	246,619	260,986	337,720	267,772	395,396	380,596	225,839	409,482	284,816	267,228	222,466	3,726,411

Middle Tennessee Imaging, LLC
Operating Expense Support Schedule
 Rolling 12 months ending Dec. 31, 2015

	Dec-15	Nov-15	Oct-15	Sept-15	Aug-15	July-15	June-15	May-15	Apr-15	Mar-15	Feb-15	Jan-15	Total
Seminars & Training	6,228	-	-	-	-	-	(163)	471	-	1,520	-	4,508	12,564
Books & Publications	100	-	-	-	-	-	550	-	-	-	1,655	-	2,205
Professional Societies	10,173	6,445	7,696	4,600	3,400	5,325	9,950	15,464	7,640	9,170	15,895	14,338	110,096
Licenses	147	713	1,372	459	315	1,800	1,482	34	145	547	499	631	8,144
CME	-	-	-	-	-	-	-	-	-	-	-	-	-
Uniforms	-	-	-	-	-	-	-	-	-	-	-	-	-
Meeting Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Bad Debt Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	266	-	-	-	-	-	-	-	266
Business & Property Taxes	27,111	22,686	22,686	22,686	22,686	10,980	24,864	25,628	24,864	26,405	(37,094)	27,928	221,430
Bank Charges	21,553	21,421	23,856	23,710	27,175	24,307	39,240	28,220	27,208	20,989	23,149	20,359	301,187
Postage	3,407	5,349	2,851	3,747	4,391	2,537	2,857	3,338	2,906	2,136	3,945	2,175	39,639
Utilities	48,443	53,302	43,189	57,568	63,125	59,662	52,370	57,730	81,297	38,718	41,064	42,611	639,079
Other	-	-	55	52	-	-	-	-	-	-	-	-	107
Contributions	-	-	2,500	-	-	1,300	-	-	-	-	5,000	-	8,800
Total Other Operating Expenses	117,163	109,916	104,205	112,823	121,358	106,890	131,150	130,885	144,059	99,985	54,114	112,651	1,345,199
Total Operating Expenses	2,506,256	2,430,090	2,297,263	2,289,597	2,339,792	2,421,536	2,371,414	2,227,147	2,550,118	2,336,062	2,018,325	2,131,750	27,919,350

Middle Tennessee Imaging, LLC
YTD Income Statement by Center
January 2015 to December 2015

	Unallocated	Clarksville		Hermitage	Mt. Juliet	Charlotte	Cool Springs		Briarville	Baptist	St. Thomas	Brentwood		H'ville	WBR	Net Earnings		Total	
		Mobile	MRI				OPIC	OPIC				OPIC	OPIC			OPIC	OPIC		OPIC
Revenue																			
Global Patient Charges	230,598	4,677,152	21,109,165	15,781,634	12,225,516	8,079,679	9,801,429	12,644,242	33,752,403	11,980,360	21,781,631	16,786,277	8,795,927	6,551,016	3,547,263				187,754,391
Reserve for Contractual Allowances	226	(3,580,703)	(15,264,104)	(11,362,790)	(8,632,955)	(5,782,271)	(6,732,289)	(9,109,486)	(24,246,548)	(8,586,876)	(15,512,979)	(12,008,421)	(6,303,742)	(4,531,460)	(2,455,878)				(134,111,625)
Reserve for Charity Care	-	(28,063)	(126,655)	(94,690)	(73,414)	(48,478)	(58,609)	(75,865)	(102,514)	(71,882)	(130,690)	(100,716)	(52,776)	(39,506)	(21,284)				(1,115,144)
Net Patient Revenue	230,824	1,068,387	5,718,406	4,324,155	3,528,907	2,248,929	3,009,332	3,458,880	9,303,340	3,321,602	6,137,962	4,677,138	2,439,410	1,980,250	1,070,102				52,517,623
Physicians Services	67,456	(267,113)	(1,026,271)	(945,307)	(627,740)	(530,689)	(632,761)	(824,345)	(1,966,791)	(554,717)	(890,029)	(760,291)	(451,541)	(576,854)	(234,500)				(10,219,491)
Bad Debt	(32,500)	(130,960)	(591,057)	(441,886)	(842,597)	(236,231)	(274,440)	(354,039)	(945,067)	(335,450)	(609,886)	(470,016)	(246,286)	(183,428)	(99,323)				(5,283,166)
Net Technical Revenue	265,780	670,313	4,101,079	2,936,962	2,558,570	1,492,010	2,102,131	2,280,496	6,391,482	2,431,435	4,638,047	3,446,831	1,741,583	1,219,968	738,279				37,014,966
Net Earnings from STHS Hospitals																			416,248
Non-Medical Revenue																			
Hermitage Building Rent																			303,707
Leased Services																			
Other Revenue	(2,888)	227	249,021	29,852	23,289	12,927	17,618	20,710	60,823	24,300	39,492	22,747	41,060	10,563	8,949				618,489
Total Non-Medical Revenue	(2,888)	227	249,021	29,852	23,289	12,927	17,618	20,710	60,823	24,300	39,492	22,747	41,060	10,563	8,949				922,195
Net Technical and Other Revenue	262,893	670,540	4,350,100	2,966,814	2,581,859	1,504,937	2,119,749	2,301,206	6,452,304	2,455,735	4,677,539	3,469,579	1,782,643	1,230,531	747,227				38,353,409
Operating Expenses																			
Staff Compensation & Benefits	5,890	181,525	1,274,977	865,870	662,262	499,401	501,930	841,518	2,122,743	631,644	929,678	773,917	581,828	447,384	243,593				10,564,159
Leased Medical Equipment			17,533					77,504											95,037
Rents & Other Leases	67,632	37,908	407,878	227,241	174,770	160,970	279,878	176,511	550,093	68,870	155,021	166,483	(73,915)	124,376	(8,733)				338,809
Insurance	2,836	6,794	36,242	27,914	21,744	18,436	15,935	27,809	66,430	17,944	36,100	32,144	20,060	19,419	6,675				7,413
Non-Clinical Supplies	32,200	15,869	83,882	70,731	40,257	32,438	38,007	37,407	105,816	44,351	61,587	33,143	46,909	46,680	1,460				690,736
Clinic Supplies	(1,216)	7,032	761,841	90,366	107,035	49,300	64,453	46,793	448,622	761,162	308,665	220,901	238,632	51,970	132,274				3,287,830
RIS/PACS Services	6,711	6,490	64,926	50,347	42,073	34,202	23,321	51,688	134,092	31,783	64,831	65,338	30,514	40,466	8,963				609,034
Management Fees	113,013	44,432	92,274	185,910	151,184	98,145	130,076	149,821	394,987	140,770	258,253	197,874	104,407	86,471	46,872				834,648
Billing & Collection Agency Fees	289,515	799	42,273	16,506	7,368	28,115	39,306	5,655	53,881	38,275	20,611	18,001	6,258	32,196	4,766				2,345,348
Other Purchased Services	64,407	1,097	114,645	16,283	24,083	28,218	7,604	21,615	14,502	21,523	39,423	18,001	6,258	15,378					682,551
Telecommunications	25,339	2,395	11,364	5,607	4,141	3,580	3,623	2,241	4,413	4,148	5,090	5,090	4,518	3,741	1,935				393,241
Transport, Meals, & Entertainment	207,616	116,609	768,819	227,317	245,952	208,259	236,240	261,983	386,706	229,129	352,259	299,503	203,000	147,253	4,906				87,467
Repairs & Maintenance			194,295	116,561	21,357	85,638	65,529	54,852	148,389	33,284	29,054	50,290	108,634	20,513	10,326				3,726,412
Other Operating Expenses																			158,507
Total Operating Expenses	839,641	476,944	4,113,783	1,966,734	1,559,694	1,280,273	1,453,631	1,729,599	4,652,100	2,078,590	2,365,177	1,939,491	1,361,237	1,063,296	469,647				27,919,249
Net Operating Income (EBITDA)	(576,748)	193,597	236,317	1,000,080	1,022,165	224,664	666,118	571,607	1,800,204	377,145	2,312,362	1,530,088	421,406	167,235	277,580				10,434,060
Non-operating Income & Expense																			
Depreciation & Amortization	93,443	60,408	409,307	127,777	97,757	210,629	421,764	51,049	487,231	249,509	609,816	425,390	353,135	131,961	1,100				3,733,484
Interest Expense	547,951																		
Gain or Loss on Asset Disposal	528																		
Total Non-Operating Income & Expense	641,922	60,408	409,307	127,777	97,757	210,629	421,764	51,049	487,231	249,509	609,816	425,390	353,135	131,961	1,100				4,281,963
Net Income Before Taxes	(1,218,670)	133,188	(172,991)	872,304	924,408	14,035	244,354	520,559	1,312,974	127,636	1,702,546	1,104,698	68,271	35,274	276,480				6,152,097
Provision for Income Taxes	171,892														100				
Net Income	(1,390,562)	133,188	(172,991)	872,304	924,408	14,035	244,354	520,559	1,312,974	127,636	1,702,546	1,104,698	68,271	35,274	276,380				5,980,105

Middle Tennessee Imaging, LLC
Operating Expense Support Schedule by Center
 For the Period from December 1, 2015 to December 31, 2015

	Clarksville				Cool Springs				Brentwood				Net Earnings from St Thom Hosp		Total	
	Unallocated	Mobile MRI	WBR OPIIC	Hermitage OPIIC	Mt Juliet OPIIC	Charlotte OPIIC	OPIIC	Symma OPIIC	M'boro OPIIC	Brianville OPIIC	Baptist OPIIC	St. Thomas OPIIC	Brentwood OPIIC	H'ville OPIIC		WBR ASC
Professional/Accounting	1,989	-	244	-	-	-	-	-	1,760	3,863	2,489	853	-	150	-	7,592
Special Projects	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Medical Services	-	-	-	-	-	700	-	248	845	-	-	3,940	3,940	-	2,006	16,646
Cleaning Services	-	-	-	1,275	-	-	-	-	-	-	-	-	-	-	-	-
Transcription	-	-	-	98	38	696	161	-	226	28	88	640	640	18	-	4,182
Grounds Keeping & Waste	-	-	900	40	-	-	-	-	-	-	-	292	-	-	-	1,338
Building Security	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,863
Mobile MRI Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Purchased Services	1,989	-	244	-	-	-	-	1,760	3,863	2,489	853	-	-	150	-	7,592
Total Purchased Services	21,958	2,059	1,413	38	1,396	13,299	2,234	4,736	2,577	41	5,744	3,958	150	-	3,553	63,156
Business Lines	-	-	5,452	-	751	-	-	1,350	-	-	-	-	-	-	-	7,554
Information System Lines	652	83	6,686	2,028	1,192	3,092	2,104	2,000	2,805	2,217	3,198	2,058	1,226	-	-	30,434
Cellular Phones	428	-	-	-	-	-	-	-	-	-	-	-	-	-	-	428
Answering Service	-	-	170	-	-	-	-	-	-	-	-	-	-	-	-	170
Yellow Pages	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Telecommunications	1,059	83	12,308	2,028	1,943	3,092	2,104	3,351	2,805	2,217	3,198	2,058	1,226	-	-	38,586
Business Meals	-	-	124	40	-	-	-	-	-	-	-	-	-	-	-	164
Entertainment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Flowers & Gifts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee Relations	749	-	-	275	309	-	49	285	285	25	205	-	-	35	-	1,896
Travel	541	289	276	-	-	-	-	-	49	18	22	-	-	25	-	945
Mileage	268	95	53	149	56	49	106	29	29	47	49	107	84	-	-	1,232
Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Transport, Meals, & Entertainment	1,559	384	453	464	364	49	154	29	363	112	90	275	144	-	-	4,547
Maint - Office Equipment & Furnishings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maint - Billing Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maint - Computer Equipment	2,700	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,700
Maint - Medical Equipment	1,163	10,504	84,048	25,086	14,431	28,226	23,201	24,114	24,536	21,666	74,846	16,843	3,697	-	-	388,512
Maint - Building	114	6,842	351	2,724	835	634	717	4,682	717	200	5,897	3,388	2,689	-	750	36,279
Maintenance Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Repairs & Maintenance	3,863	10,618	90,390	25,437	17,156	29,062	23,835	28,796	25,253	21,866	80,742	20,231	6,387	-	750	427,491
Seminars & Training	1,395	-	-	-	-	-	-	4,833	-	-	-	-	-	-	-	6,228
Books & Publications	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Professional Societies	-	-	-	-	-	-	-	100	-	-	-	299	225	981	-	100
Licenses	1,163	-	2,605	4,900	-	-	-	-	-	-	-	-	-	-	-	10,173
CME	-	-	-	-	-	-	-	-	-	-	147	-	-	-	-	147
Uniforms	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Meeting Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bad Debt Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	335	849	314	2,775	1,326	1,064	2,397	534	1,504	4,382	407	30	-	27,111
Business & Property Taxes	13,601	114	1,046	525	423	557	598	232	1,110	255	766	948	408	517	-	21,553
Bank Charges	908	-	2,454	39	-	-	-	-	-	-	6	-	-	-	-	3,407
Postage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	2,722	6,784	6,290	1,919	3,137	3,443	2,820	5,250	1,593	1,519	670	3,705	1,174	-	7,416	48,443
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contributions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Operating Expenses	17,067	3,171	16,229	12,604	2,657	6,469	5,367	9,049	8,757	2,382	3,789	8,837	2,213	1,528	13,248	117,163
Total Operating Expenses	29,721	51,196	366,560	179,951	134,437	123,054	144,325	167,167	397,507	150,178	248,631	138,703	94,971	37,820	46,886	2,506,256

Middle Tennessee Imaging, LLC
 YTD Operating Expense Support Schedule by Center
 January 2015 to December 2015

	Unallocated	Clarksville Mobile MRI	WBR.OPIC	Hermitage OPIC	Mt. Juliet OPIC	Charlotte OPIC	Cool Springs OPIC	Symrna OPIC	Mt. Isora OPIC	Briarville OPIC	Baptist OPIC	St. Thomas OPIC	Brentwood OPIC	H.Ville OPIC	WBR.ASC	Net Earnings from St Thom Hosp	Hermitage Bldg	Total
Net Technical Revenue	265,780	670,313	4,101,079	2,936,962	2,558,570	1,482,010	2,102,131	2,280,496	6,391,482	2,431,435	4,638,047	3,446,831	1,741,583	1,219,968	738,279	-	-	37,014,966
Staff Leased from INOL, LLC	5,901	179,576	1,233,917	841,190	643,733	483,220	486,303	813,848	2,056,908	607,421	905,009	759,063	566,785	431,048	234,189	-	-	10,248,111
Temporary Labor	-	112	23	-	-	-	-	152	-	4,726	153	54	(1,465)	-	-	-	-	3,755
Shared Staff Comp	(11)	1,949	41,060	24,568	18,529	16,158	15,627	27,670	65,683	19,498	24,516	14,800	16,508	16,336	9,403	-	-	312,294
Total Staff Compensation	5,890	181,525	1,274,977	865,870	662,262	499,401	501,930	841,518	2,122,743	631,644	929,678	773,917	581,828	447,384	243,593	-	-	10,564,159
Leased Medical Equipment	-	-	17,533	-	-	-	-	77,504	-	-	-	-	-	-	-	-	-	95,037
Rent	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Rent	36,832	37,908	402,492	212,808	173,754	157,440	274,228	173,590	542,364	67,929	151,408	166,483	(78,334)	121,719	(8,733)	-	338,809	2,770,598
Other Rent	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lease - Office F&E	-	-	5,386	14,433	1,016	3,530	5,650	2,920	7,729	1,041	3,613	4,419	2,657	-	-	-	-	52,393
Lease - Rilling Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lease - Other	30,800	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30,800
Total Rents & Other Leases	67,632	37,908	407,878	227,241	174,770	160,970	279,878	176,511	550,093	68,970	155,021	166,483	(73,915)	124,376	(8,733)	-	338,809	2,853,791
General Business Insurance	357	4,183	12,699	8,249	5,661	5,323	7,134	7,634	15,074	6,075	10,660	6,860	8,428	4,414	2,798	-	7,413	112,964
Malpractice Insurance	2,420	2,439	22,486	18,925	15,499	12,673	8,403	19,460	49,591	11,333	24,640	24,628	11,148	14,623	3,698	-	-	281,966
Director & Officers Insurance	59	172	1,058	740	584	441	397	715	1,765	536	799	656	484	382	179	-	-	8,966
Liability Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Workers Comp Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Insurance	2,836	6,794	36,242	27,914	21,744	18,436	15,935	27,809	66,430	17,944	36,100	32,144	20,060	19,419	6,675	-	7,413	363,896
Billing Forms	-	393	3,905	3,161	1,419	694	1,084	2,546	7,136	1,471	7,540	5,099	2,397	2,091	-	-	-	38,936
Office Supplies	4,348	2,651	21,076	19,109	9,614	5,683	5,438	11,160	16,780	12,639	7,562	5,030	6,350	3,204	656	-	-	131,300
Patient Waiting Room Supplies	755	-	16,506	7,935	4,321	4,568	2,694	5,755	12,534	2,916	11,711	7,483	4,455	3,033	84,665	-	-	84,665
Computer Supplies	8,861	523	8,548	2,424	1,105	1,105	365	515	1,244	303	303	375	1,740	804	-	-	-	29,146
Marketing Supplies	18,235	12,302	33,847	38,102	23,945	20,388	28,426	17,431	68,122	31,022	29,395	15,156	33,707	36,613	-	-	-	406,689
Total Non-clinical Supplies	32,200	15,869	83,882	70,731	40,257	32,438	38,007	37,407	105,816	44,351	61,587	33,143	46,909	46,680	1,460	-	-	690,736
Clinic Forms	-	430	2,015	1,439	1,248	446	488	906	2,423	1,440	2,661	1,610	830	547	-	-	-	16,482
Clinic Supplies & Medications	(189)	3,629	683,826	66,752	82,013	34,081	48,168	29,002	388,918	740,427	264,661	178,713	219,931	27,648	130,546	-	-	2,898,127
Film	-	-	6,643	1,172	1,748	-	-	-	-	-	-	-	-	-	-	-	-	9,563
Contrast Materials	(1,027)	-	14,466	10,804	7,906	3,888	4,879	5,006	18,959	7,655	18,311	19,262	6,552	9,794	1,728	-	-	128,183
Laundry	-	2,973	54,891	10,199	14,120	10,886	10,917	11,880	38,321	11,640	23,031	21,316	11,319	13,981	-	-	-	235,475
Total Clinic Supplies	(1,216)	7,032	761,841	90,366	107,035	49,300	64,453	46,793	448,622	761,162	308,665	220,901	238,632	51,970	132,274	-	-	3,287,830
RIS/PACS Services	-	6,490	64,926	50,347	42,073	34,202	23,321	51,688	134,092	31,783	64,831	65,338	30,514	40,466	8,963	-	-	649,034
Management Fee	6,711	15,622	92,274	66,082	57,568	33,570	47,330	51,705	143,923	54,707	104,356	77,554	39,186	27,449	16,611	-	-	834,648
Billing Service	21,177	44,299	237,021	180,111	148,225	95,128	127,362	144,214	386,145	139,847	255,109	194,732	103,552	85,258	43,935	-	-	2,206,115
Collection Agency Fees	91,837	133	5,713	5,798	2,959	3,017	3,114	5,607	8,842	923	3,144	3,142	856	1,212	2,937	-	-	139,233
Total Billing & Collection Agency Fees	113,013	44,432	242,733	185,910	154,184	98,145	130,476	149,821	394,987	140,770	258,253	197,874	104,407	86,471	46,872	-	-	2,345,348
IS Consulting & Support	3,548	-	266	300	768	285	125	640	-	520	1,604	-	-	1,490	-	-	-	9,546
Mktg Consulting & Support	134,755	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	134,755
Recruiting	2,993	50	591	1,071	331	82	171	32	432	121	408	267	482	82	-	-	-	7,113
Legal	109,864	171	342	-	-	-	9,198	-	-	2,900	-	-	-	2,500	-	-	-	124,975
Professional/Accounting	6,975	175	175	350	175	175	175	175	175	175	175	175	175	175	175	-	-	9,175
Special Projects	21,000	-	-	-	-	-	-	1,215	-	-	-	-	-	453	-	-	-	23,668
Other Medical Services	-	-	139	-	-	-	-	24,639	-	-	-	-	-	-	-	-	-	24,778

Middle Tennessee Imaging, LLC
YTD Operating Expense Support Schedule by Center
 January 2015 to December 2015

	Clarksville										Net Earnings from St Thom					Total
	Unallocated	Mobile MRI	Hermitage OPIC	Mt. Juliet OPIC	Charlotte OPIC	Cool Springs OPIC	Symms OPIC	Mt.boro OPIC	Briarville OPIC	Baptist OPIC	St. Thomas OPIC	Brentwood OPIC	H'ville OPIC	WBRASC	Hosp	
Cleaning Services	-	-	11,475	3,275	11,115	26,450	870	950	12,855	-	-	26,450	26,450	-	-	29,305
Transcription	-	-	-	-	8,141	2,047	-	4,059	511	1,362	459	7,851	590	-	-	14,939
Grounds Keeping & Waste	-	-	9,196	932	2,610	-	-	-	50	-	-	3,053	-	-	-	1,238
Building Security	-	185	4,337	1,328	-	-	-	-	21,746	-	-	-	-	-	-	21,746
Mobile MRI Transportation	-	-	15,652	5,984	5,707	1,139	23,452	396	17,061	4,353	13,217	456	3,591	-	-	109,815
Other Purchased Services	10,379	219	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Purchased Services	289,515	799	42,173	16,506	28,115	39,306	5,655	53,881	39,275	20,611	5,254	51,227	32,196	4,766	45,905	682,551
Business Lines	2,839	180	64,819	812	9,648	271	1,804	1,804	361	1,082	631	361	541	-	-	100,273
Information System Lines	56,615	917	47,825	15,471	14,435	7,333	5,141	11,498	20,595	38,347	17,370	5,897	14,837	-	-	284,047
Cellular Phones	4,953	-	-	-	-	-	1,200	567	-	-	-	-	-	-	-	6,720
Answering Service	-	-	2,201	-	-	-	-	-	-	-	-	-	-	-	-	2,201
Yellow Pages	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Telecommunications	64,407	1,097	114,845	16,283	24,083	7,604	21,615	14,502	21,523	39,429	18,001	6,258	15,378	-	-	393,241
Business Meals	74	403	5,970	886	1,292	1,433	327	65	269	1,466	611	2,667	863	-	-	16,972
Entertainment	-	-	-	-	-	-	-	-	405	-	-	-	45	-	-	450
Flowers & Gifts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee Relations	15,112	76	3,732	1,801	1,098	1,414	1,267	2,976	1,557	2,924	3,563	912	640	1,935	-	39,892
Travel	567	-	276	-	-	-	-	-	-	-	-	-	35	-	-	878
Mileage	1,463	801	240	827	275	547	364	1,089	631	357	253	217	1,095	-	-	8,822
Transportation	8,132	1,115	1,146	2,113	1,476	713	283	283	1,285	585	663	722	1,073	-	-	20,453
Total Transport, Meals, & Entertainment	25,339	2,395	11,364	5,607	4,141	3,580	2,241	4,413	4,148	5,333	5,090	4,518	3,741	1,935	-	87,467
Maint - Office Equipment & Furnishings	-	-	575	164	434	1,521	35	-	-	322	-	-	-	-	-	3,281
Maint - Billing Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maint - Computer Equipment	14,068	-	1,318	120	200,159	226,664	252,668	373,926	203,718	330,085	283,431	186,030	141,501	3,138	-	21,245
Maint - Medical Equipment	11,650	104,375	709,452	213,993	221,106	9,346	6,911	10,410	25,411	21,852	10,072	15,970	5,753	1,767	-	3,461,878
Maint - Building	-	12,234	57,474	13,160	24,191	6,579	-	-	-	-	-	-	-	-	-	240,009
Maintenance Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Repairs & Maintenance	25,698	116,609	768,819	227,317	245,852	208,259	261,983	386,706	229,129	352,259	293,503	203,000	147,253	4,905	18,879	3,726,412
Seminars & Training	5,295	-	457	-	275	-	4,878	148	868	45	423	175	-	-	-	12,565
Books & Publications	-	-	-	-	-	-	-	-	-	550	-	1,655	-	-	-	2,205
Professional Societies	-	-	500	-	-	-	200	500	-	-	-	-	-	480	-	1,680
Licenses	1,175	1,330	20,576	9,539	9,289	8,811	5,270	20,677	4,077	2,456	5,226	7,228	2,782	2,311	-	110,097
CME	-	201	934	876	429	558	199	1,149	214	1,927	484	563	216	-	-	8,146
Meeting Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bad Debt Expense	175	-	150	(25)	91	(60)	(170)	11	(88)	145	-	-	-	-	-	266
Miscellaneous	308	3,856	33,683	7,973	1,523	27,270	641	18,202	3,938	(2,018)	19,585	41,021	(2,451)	345	-	221,428
Business & Property Taxes	186,667	1,422	16,706	11,804	3,798	10,282	4,681	11,540	2,943	10,173	15,307	8,236	3,714	7,190	-	301,187
Bank Charges	6,421	10	32,125	614	7	49	68	59	59	47	186	54	-	-	-	39,638
Postage	75	33,552	89,164	85,780	5,945	42,277	35,552	95,394	19,972	15,730	9,079	49,590	16,200	-	-	639,079
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-	55	-	107
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contributions	7,500	-	-	-	-	-	-	1,300	-	-	-	-	-	-	-	8,800
Total Other Operating Expenses	207,616	40,371	194,295	116,561	21,357	85,638	54,852	148,389	33,284	29,054	50,290	108,614	20,513	10,326	158,507	1,345,198
Total Operating Expenses	839,641	476,944	4,113,783	1,966,734	1,559,694	1,280,273	1,729,599	4,652,100	2,078,590	2,365,177	1,939,491	1,361,237	1,063,296	469,647	569,513	27,919,349

Middle Tennessee Imaging, LLC

Balance Sheet

December 31, 2015

	Balance
ASSETS	
Current Assets	
Cash	3,914,117
Account Receivable	23,648,558
Due from Affiliates	650,019
Allowances	(18,839,997)
Prepaid Expenses	181,351
Deposits	80,333
Total Current Assets	9,634,380
Fixed Assets	
Vehicles	98,127
Operating Equipment	26,762,083
Leasehold Improvements	9,464,026
Land	967,099
Buildings	1,860,221
Accumulated Depreciation	(24,227,060)
Net Fixed Assets	14,924,496
Intangibles Assets	
Goodwill	600,000
TOTAL ASSETS	25,158,876
LIABILITIES AND EQUITY	
Current Liabilities	
Accounts Payable	894,409
Due to Affiliates	2,069,272
Accrued Expenses	1,282,421
Building Deposits Returnable	4,207
Line of Credit	2,000,000
Current Portion of Notes Payable	4,084,423
Other Current Liabilities	53,044
Total Current Liabilities	10,387,776
Notes and Loan Payables	
Notes Payable, Net of Current Portion	9,951,799
Other Long-Term Liabilities	-
Total Long-Term Liabilities	9,951,799
Total Liabilities	20,339,575
Equity	
Owner Capital	7,108,225
Owner Distributions	(40,350,000)
Retained Earnings	32,080,972
YTD Net Income	5,980,105
Total Equity	4,819,301
TOTAL LIABILITIES AND EQUITY	25,158,876

Middle Tennessee Imaging, LLC
Statement of Cash Flow
Period and Year to Date Compare to Last Year
December 2015

	Current Period	Year to Date	Last Year	Last Year to Date
Cash Flows from Operating Activities:				
Net Income	880,145	5,980,105	560,198	5,925,591
Adjustments to Reconcile Net Income to Net Cash Provided by Operations:				
Net change in...				
Receivables	808,621	1,133,835	386,814	(881,320)
Prepays	(78,485)	(30,269)	(43,488)	(34,875)
Other Assets	3,761	(739)	-	1,214,326
Investments in Subsidiaries	-	-	-	-
Accounts Payable	8,400	(937,587)	383,576	1,656,849
Deposits Returnable	-	-	-	(7,458)
Accrued Expenses	13,713	(25,144)	31,413	1,186
Taxes Payable	47,234	(150,705)	51,091	(126,280)
Notes & Mortgage Payable	(340,369)	(4,084,423)	(340,369)	620,645
Other Liabilities	831	10,768	1,168	42,276
Intercompany (to) / from	788,025	53,296	(303,597)	(627,300)
Depreciation & Amortization	358,123	3,709,833	322,777	3,734,717
Total Cash Flows from Operations	2,490,000	5,658,970	1,049,583	11,518,357
Cash Flows from Investing Activities:				
Purchases of Assets	(139,118)	(411,076)	(132,915)	(3,982,800)
Disposition of Assets	16,550	16,550	-	6,900
Total Cash Flows from Investing Activities	(122,567)	(394,526)	(132,915)	(3,975,900)
Cash Flows from Financing Activities:				
Owners Distribution	(1,250,000)	(5,250,000)	-	(6,000,000)
Total Cash Flows from Financing Activities	(1,250,000)	(5,250,000)	-	(6,000,000)
Increase/Decrease In Cash	1,117,433	14,444	916,667	1,542,457
Cash at the end of the period	3,914,117	3,914,117	3,899,673	3,899,673
Cash at the beginning of the period	2,796,684	3,899,673	2,983,006	2,357,216
Increase/Decrease in Cash	1,117,433	14,444	916,667	1,542,457

**MIDDLE TENNESSEE IMAGING, LLC
AND SUBSIDIARIES**

FINANCIAL STATEMENTS

December 31, 2014 and 2013

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors and Owners of
Middle Tennessee Imaging, LLC and Subsidiaries
Goodlettsville, Tennessee

We have audited the accompanying consolidated financial statements of Middle Tennessee Imaging, LLC (a limited liability corporation) and subsidiaries, which comprise the consolidated balance sheets as of December 31, 2014 and 2013, and the related consolidated statements of operations, members' equity and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Middle Tennessee Imaging, LLC and subsidiaries as of December 31, 2014 and 2013, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Frasier, Owen & Howard, PLLC

April 20, 2015

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
December 31, 2014 and 2013

	2014	2013
Assets		
Current assets:		
Cash and cash equivalents	\$ 3,899,673	\$ 2,357,214
Accounts receivable, net	6,702,938	6,325,070
Prepaid expenses	151,082	116,206
Other assets	79,593	163,168
Total current assets	10,833,286	8,961,658
Property and equipment, net	18,239,803	18,598,618
Goodwill	600,000	-
Total assets	\$ 29,673,089	\$ 27,560,276
Liabilities and Members' Equity		
Current liabilities:		
Accounts payable and accrued expenses	\$ 5,463,248	\$ 3,892,671
Notes payable	6,084,423	3,003,182
Total current liabilities	11,547,671	6,895,853
Notes payable, net of current portion	14,036,222	16,496,818
Total liabilities	25,583,893	23,392,671
Members' equity	4,089,196	4,167,605
Total liabilities and members' equity	\$ 29,673,089	\$ 27,560,276

See accompanying notes.

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
Years Ended December 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Net revenue:		
Service fee revenue, net of contractual allowances and discounts	\$ 45,581,797	\$ 38,121,775
Provision for doubtful accounts	<u>(4,416,715)</u>	<u>(3,541,321)</u>
Net service fee revenue	41,165,082	34,580,454
Net earnings from STHS hospitals	2,198,325	4,573,124
Non-medical revenue:		
Rent revenue	145,315	284,367
Other	<u>624,903</u>	<u>895,706</u>
Net revenue	<u>44,133,625</u>	<u>40,333,651</u>
Operating expenses:		
Contracted services	11,317,076	8,813,689
Salaries and benefits	10,265,374	8,529,594
Supplies	4,006,784	2,928,954
Depreciation and amortization	3,749,471	2,815,343
Repairs and maintenance	2,952,194	2,639,674
Leases and rents	2,707,893	2,217,328
Other operating expenses	<u>2,079,328</u>	<u>1,758,104</u>
Total operating expenses	<u>37,078,120</u>	<u>29,702,686</u>
Income from operations	7,055,505	10,630,965
Other income (expense):		
Interest expense	(758,210)	(417,235)
Gain on disposal of property and equipment	<u>426</u>	<u>24,250</u>
Total other income (expense)	<u>(757,784)</u>	<u>(392,985)</u>
Net income before taxes	6,297,721	10,237,980
Provision for state income taxes	<u>(376,130)</u>	<u>(439,927)</u>
Net income	<u>\$ 5,921,591</u>	<u>\$ 9,798,053</u>

See accompanying notes.

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF MEMBERS' EQUITY
Years Ended December 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Members' equity, beginning of year	\$ 4,167,605	\$ 6,169,552
Distributions	(6,000,000)	(11,800,000)
Net income	<u>5,921,591</u>	<u>9,798,053</u>
Members' equity, end of year	<u>\$ 4,089,196</u>	<u>\$ 4,167,605</u>

See accompanying notes.

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
Years Ended December 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Cash flows from operating activities:		
Net income	\$ 5,921,591	\$ 9,798,053
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	3,749,471	2,815,343
Gain on disposal of property and equipment	(426)	(24,250)
Provision for doubtful accounts	4,416,715	3,541,321
Changes in assets and liabilities:		
Accounts receivable	(4,794,583)	(3,802,909)
Prepaid expenses	(34,876)	35,879
Other assets	83,575	(62,115)
Accounts payable and accrued expenses	1,570,577	(1,535,182)
Net cash provided by operating activities	<u>10,912,044</u>	<u>10,766,140</u>
Cash flows from investing activities:		
Purchases of property and equipment	(3,090,230)	(11,893,561)
Acquisition of membership interest	(900,000)	-
Net cash used in investing activities	<u>(3,990,230)</u>	<u>(11,893,561)</u>
Cash flows from financing activities:		
Proceeds from notes payable	4,200,000	12,382,428
Payments on notes payable	(3,579,355)	-
Member distributions	(6,000,000)	(11,800,000)
Net cash (used in) provided by financing activities	<u>(5,379,355)</u>	<u>582,428</u>
Increase (decrease) in cash and cash equivalents	1,542,459	(544,993)
Cash and cash equivalents, beginning of year	<u>2,357,214</u>	<u>2,902,207</u>
Cash and cash equivalents, end of year	<u>\$ 3,899,673</u>	<u>\$ 2,357,214</u>
Supplemental disclosures of cash flow information:		
Cash paid during the year for:		
Interest	<u>\$ 758,210</u>	<u>\$ 417,235</u>
Income taxes	<u>\$ 408,337</u>	<u>\$ 320,211</u>

See accompanying notes.

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2014 and 2013

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Middle Tennessee Imaging, LLC (the “Company”) was formed in April 2011 and provides diagnostic imaging services including magnetic resonance imaging (MRI), computed tomography (CT), positron emission tomography (PET), mammography, ultrasound, diagnostic radiology, or X-ray, and other related procedures. The Company owns a membership interest in RADS of America, LLC, and Premier Mobile, LLC, single member limited liability companies. The Company operates 14 imaging centers in Middle Tennessee. The Company operates as a limited liability company and its members have limited personal liability for the obligations or debts of the Company. Only one class of members’ interest exists and the entity’s life is not finite.

Principles of Consolidation

The consolidated financial statements at December 31, 2014 and 2013 include the accounts of the Company and its wholly-owned subsidiaries, RADS of America, LLC and Premier Mobile, LLC (“Premier Mobile”). Premier Mobile was formed in 2014 to acquire the membership interest of Mobile MRI Medical Services, LLC. All significant inter-entity transactions and balances have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenues

Patient revenues, net of contractual allowances and discounts, consist of net patient fees received from various payers based upon established contractual billing rates, less allowances for contractual adjustments and discounts.

Service fee revenues are recorded during the period the services are provided based upon the estimated amounts due from the patients and third-party payers. Third-party payers include federal and state agencies (under Medicare and Medicaid programs), managed care health plans, commercial insurance companies, and employers. Estimates of contractual allowances under managed care health plans are based upon the payment terms specified in the related contractual agreements. Contractual payment terms in managed care agreements are generally based upon predetermined rates per discounted fee-for-service rates. A provision for doubtful accounts (based primarily on historical collection experience) is also recorded related to patients without insurance and copayment and deductible amounts for patients who have health care coverage under a third-party payer.

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
December 31, 2014 and 2013

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenues (Continued)

The Company's service fee revenue, net of contractual allowances and discounts and the provision for doubtful accounts for the years ended December 31, 2014 and 2013 are summarized in the following table:

	<u>2014</u>	<u>2013</u>
Commercial insurance	\$ 26,684,636	\$ 21,163,786
Medicare	11,958,333	10,704,250
Medicaid	4,540,730	4,082,913
Workers' compensation	1,687,590	1,385,461
Other	<u>710,508</u>	<u>785,365</u>
Service fee revenue, net of contractual allowances and discounts	45,581,797	38,121,775
Provision for doubtful accounts	<u>(4,416,715)</u>	<u>(3,541,321)</u>
Net service fee revenue	<u>\$ 41,165,082</u>	<u>\$ 34,580,454</u>

Cash and Cash Equivalents

For the purpose of the consolidated statements of cash flows, cash includes cash and all highly liquid investments with original maturities of ninety days or less when purchased.

Accounts Receivable

Substantially all accounts receivable are due under fee-for-service contracts from third-party payers, such as insurance companies and government-sponsored healthcare programs, or directly from patients. Services are generally provided pursuant to one-year contracts with healthcare providers. Receivables are generally collected within industry norms for third-party payers. Collections from payers are continuously monitored and an allowance for uncollectible accounts is maintained based upon specific payer collection issues that have been identified and historical experience.

Provision for Doubtful Accounts

An allowance is provided against accounts receivable that could become uncollectible to reduce the carrying value of such receivables to their estimated net realizable value. This allowance is estimated based on the aging of accounts receivable by each type of payer over an 18-month look-back period and other relevant factors. The allowance for bad debts totaled \$1,583,550 and \$458,127 at December 31, 2014 and 2013, respectively.

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
December 31, 2014 and 2013

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and amortization. Depreciation and amortization are provided by use of the straight-line method over the estimated useful lives of the assets, which range from 4 to 10 years. Leasehold improvements are depreciated over the shorter of the lease term or the estimated useful life of the asset. Maintenance and repairs are charged to expense as incurred.

Goodwill

Goodwill and intangible assets with indefinite useful lives are not amortized, but instead are tested for impairment at least annually at the reporting unit level. If impairment exists, a write-down to estimated fair value (normally measured by discounting estimated future cash flows) is recorded. No goodwill impairment charges were recorded in 2014.

Income Taxes

The Company is treated as a partnership for federal income tax purposes and does not incur federal income taxes. Instead, its income or loss is included in the income tax returns of the members. The Company is subject to Tennessee franchise and excise taxes.

The Company follows Financial Accounting Standards Board Accounting Standards Codification guidance which clarifies the accounting for uncertainty in income taxes recognized in an entity's financial statements. This guidance prescribes a minimum probability threshold that a tax position must meet before a financial statement benefit is recognized. The minimum threshold is defined as a tax position that is more likely than not to be sustained upon examination by the applicable taxing authority, including resolution of any related appeals or litigation processes, based on the technical merits of the position. The tax benefit to be recognized is measured as the largest amount of benefit that is greater than fifty percent likely of being realized upon ultimate settlement. The Company has no tax penalties or interest reported in the accompanying consolidated financial statements. Tax years that remain open to examination include the years ended December 31, 2011 through 2014.

Subsequent Events

The Company evaluated subsequent events through April 20, 2015, when these consolidated financial statements were available to be issued. The Company is not aware of any significant events that occurred subsequent to the consolidated balance sheet date but prior to the filing of this report that would have a material impact on the consolidated financial statements.

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
December 31, 2014 and 2013

NOTE 2 – PROPERTY AND EQUIPMENT

Property and equipment consist of the following at December 31, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Land	\$ 967,099	\$ 967,099
Buildings	1,847,721	1,769,920
Leasehold improvements	9,380,445	8,404,515
Office furniture and equipment	668,411	649,664
Medical equipment	24,221,474	22,168,884
Computer equipment and software	1,571,307	1,329,456
Automobiles	<u>100,573</u>	<u>91,591</u>
	38,757,030	35,381,129
Less: accumulated depreciation	<u>(20,517,227)</u>	<u>(16,782,511)</u>
	<u>\$ 18,239,803</u>	<u>\$ 18,598,618</u>

Depreciation and amortization expense totaled \$3,749,471 and \$2,815,343 for the years ended December 31, 2014 and 2013, respectively.

NOTE 3 – NOTES PAYABLE

During 2012, the Company entered into a credit facility with a financial institution. The facility consists of the following at December 31, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Line of credit allowing for maximum borrowings of \$2,000,000. The line matures in June 2015 and is secured by a deed of trust, the Company's assets, and a guaranty by RADS of America, LLC. Interest is payable monthly at a variable rate (3.75% at December 31, 2014). The loan agreement requires that the Company maintain a minimum fixed charge coverage ratio computed on a quarterly basis.	\$ 2,000,000	\$ 1,500,000
Note payable for purchase of property and equipment, payable in monthly principal and interest installments of \$302,243. Interest is charged at a variable rate (3.75% at December 31, 2014). All unpaid principal and interest is due June 2019. The note is secured by a deed of trust, the Company's assets, and a guaranty by RADS of America, LLC.	<u>18,120,645</u>	<u>18,000,000</u>
Total notes payable	<u>\$ 20,120,645</u>	<u>\$ 19,500,000</u>

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
December 31, 2014 and 2013

NOTE 3 – NOTES PAYABLE (Continued)

Annual principal maturities of the facility are follows as of December 31, 2014:

<u>Years Ending</u> <u>December 31:</u>	
2015	\$ 6,084,423
2016	4,084,423
2017	4,084,423
2018	4,084,423
2019	1,782,953
Thereafter	<u>-</u>
	<u>\$ 20,120,645</u>

Total interest expense was \$758,210 and \$417,235 for the years ended December 31, 2014 and 2013, respectively.

NOTE 4 – LEASES

The Company has entered into numerous noncancelable operating lease agreements for various office and center facilities with lease terms expiring at various dates through the year 2023 as follows:

<u>Center</u>	<u>Lease Expiration</u> <u>Date</u>
Belle Meade	April 2021
Briarville	October 2016
Clarksville	September 2017
Cool Springs	March 2022
Hendersonville	February 2023
Hermitage	June 2019
Midtown	July 2018
Mt. Juliet	April 2020
Murfreesboro	October 2020
Nashville	December 2023
Smyrna	December 2023
St. Thomas West	July 2024

Rent expense under these leases for the years ended December 31, 2014 and 2013 totaled \$2,578,551 and \$2,129,533, respectively.

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
December 31, 2014 and 2013

NOTE 4 – LEASES (Continued)

Minimum lease commitments are as follows at December 31, 2014:

Years Ending <u>December 31:</u>	
2015	\$ 2,363,095
2016	2,404,526
2017	2,404,106
2018	2,298,617
2019	1,766,565
Thereafter	<u>3,703,798</u>
	<u>\$ 14,940,707</u>

NOTE 5 – STATE INCOME TAXES

The provision for state income taxes consists of the following at December 31, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Current	\$ 376,130	\$ 439,927
Deferred	<u>-</u>	<u>-</u>
	<u>\$ 376,130</u>	<u>\$ 439,927</u>

The provision for state income taxes differs from the computed amount at the applicable state statutory rate due primarily to income subject to self employment taxes being exempt from tax for Tennessee excise tax purposes.

Deferred state tax assets and liabilities are not significant at December 31, 2014 and 2013.

NOTE 6 – CONTRACTS AND AGREEMENTS

The Company has entered into a billing and management agreement with PhyData, LLC (a related party) whereby the Company pays PhyData, LLC an agreed upon percentage of collections. During the years ended December 31, 2014 and 2013, the Company recognized expense under this agreement totaling \$2,645,060 and \$2,387,516, respectively. Amounts payable to PhyData, LLC totaled \$568,207 and \$398,773 as of December 31, 2014 and 2013, respectively.

MIDDLE TENNESSEE IMAGING, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
December 31, 2014 and 2013

NOTE 6 – CONTRACTS AND AGREEMENTS (Continued)

The Company has entered into a professional services agreement with Advanced Diagnostic Imaging, P.C. (a related party) and Midstate Radiology Inc. (a related party) to provide reading and interpretation services based on a percentage of collections. During the years ended December 31, 2014 and 2013, the Company recognized expense under this agreement totaling \$7,258,940 and \$5,277,467, respectively. Amounts payable to Advanced Diagnostic Imaging, P.C. and Midstate Radiology Inc. totaled \$1,361,567 and \$663,186 as of December 31, 2014 and 2013, respectively.

The Company has entered into an employee leasing agreement with NOL, LLC (a related party) to provide all employees for the Company. Under terms of the agreement, the Company reimburses NOL, LLC all costs associated with the applicable employees. During the years ended December 31, 2014 and 2013, the Company recognized expense under the agreement totaling \$9,866,822 and \$8,252,615, respectively. Amounts payable to NOL, LLC totaled \$406,566 and \$375,784 as of December 31, 2014 and 2013, respectively.

NOTE 7 – PROFIT SHARING PLAN

The Company has a combination profit sharing and 401(k) plan (the “Plan”), which covers all employees who are at least age 18 and have completed one year of service. The Plan provides for safe harbor, discretionary matching, and discretionary profit sharing contributions. For the years ended December 31, 2014 and 2013, the Company recognized related expenses totaling \$570,780 and \$437,969, respectively.

NOTE 8 – CHARITY CARE ASSISTANCE

The Company provides certain services to individuals who do not have insurance or other means to pay for the services received. These services represent charity care and are not reported as revenue. The cost of charity care provided by the Company during the years ended December 31, 2014 and 2013 was approximately \$945,000 and \$770,000, respectively.

NOTE 9 – CONCENTRATIONS

The Company maintains cash balances at financial institutions whose accounts are insured by the Federal Deposit Insurance Corporation up to statutory limits. As of December 31, 2014 and 2013, the Company’s depositor accounts exceeded such insurance limits by approximately \$3,300,000 and \$1,750,000, respectively.

NOTE 10 – RISK OF LOSS

The Company is exposed to various risks of loss including medical malpractice, general liability, errors and omissions, and other situations. The Company purchases commercial insurance for the significant risks of loss. There have been no significant claims during the years ended December 31, 2014 and 2013.

Tab 19

Attachment C
Contribution to the Orderly Development of Health Care - 7.(b)

Facility License, ACR Accreditation

Board for Licensing Health Care Facilities



State of Tennessee

License No. ODC00000000058

DEPARTMENT OF HEALTH

This is to certify, that a license is hereby granted by the State Department of Health to

to conduct and maintain

MOBILE MRI MEDICAL SERVICES LLC

an Outpatient Diagnostic Center

MOBILE MRI MEDICAL SERVICES LLC

Located at 980 PROFESSIONAL PARK DRIVE, SUITE E, CLARKSVILLE

County of MONTGOMERY, Tennessee.

This license shall expire JULY 15, 2016, *and is subject*

to the provisions of Chapter 11, Tennessee Code Annotated. This license shall not be assignable or transferable, and shall be subject to revocation at any time by the State Department of Health, for failure to comply with the laws of the State of Tennessee or the rules and regulations of the State Department of Health issued thereunder.

In Witness Whereof, we have hereunto set our hand and seal of the State this 30TH *day of* JUNE, 2015.

In the Specialty (ies) of: MRI



By *Jessie J. Davis, MPH*
DIRECTOR, DIVISION OF HEALTH CARE FACILITIES

By *John A. Dyer*
COMMISSIONER



American College of Radiology

Magnetic Resonance Imaging Services of

Premier Radiology

**980 Professional Park Drive
Ste E**

Clarksville, Tennessee 37040

were surveyed by the
Committee on MRI Accreditation of the
Commission on Quality and Safety

The following magnet was approved

General Electric SIGNA LX 2002

For

Head, Spine, MSK

Accredited from:

May 15, 2014 through August 17, 2017

A handwritten signature in black ink that reads "Anthony J. Sculco, M.D.".

CHAIRMAN, COMMITTEE ON MRI ACCREDITATION

A handwritten signature in black ink that reads "Paul H. Ellenbogen, M.D.".

PRESIDENT, AMERICAN COLLEGE OF RADIOLOGY

MRAP# 06249-01

Attachment D

**Copy of Published Public Notice
Letter of Intent**

Tab 20

Attachment D

Copy of Published Public Notice

THE LEAF-CHRONICLE

classifieds

homes « merch « announce « jobs

place an ad online 24/7 at theleafchronicle.com/classifieds | call 615-242-2422

call 615-242-2422

1	2	3	4	5	6	7	8	9	0

listing or advertising which you have placed.

Public Notices

0001199953
 CIRCUIT COURT
 MONTGOMERY COUNTY,
 TENNESSEE
 SERVICE BY PUBLICATION
 CASE NO. C016CV478
 Teresa Love Nicholson
 Plaintiff

vs.
 Gary Dwin Nicholson
 Defendant
 The following has been OR-
 DERED by the Court and is to
 be published by the Clarksville
 Leaf Chronicle,
 in Circuit Court of Montgomery
 County, Tennessee
 Case No. C016CV478 styled as
 Teresa Love Nicholson
 (Plaintiff)
 vs.
 Gary Dwin Nicholson
 (Defendant)
 It appears that service of proc-
 eedings cannot be had on you in
 Montgomery County,
 Tennessee or that you are now
 a nonresident of Tennessee.
 Therefore, under the authority
 contained in Sections 21-1-203
 through 21-1-205 of the
 Tennessee Code Annotated, it
 has been ORDERED by the
 Court that, unless you appear
 and defend this action within 30
 days after a default judg-
 ment may be taken against you
 for the relief demanded in the
 Complaint,
 This ____ day of _____, 20____
 Clerk
 This ____ day of _____, 20____
 Deputy Clerk
 RUN: Apr 18, 25; May 2, 9 2016

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that Middle Tennessee Imaging, LLC d/b/a Premier Radiology, an existing outpatient diagnostic center (ODC) provider, owned by: Middle Tennessee Imaging, LLC with an ownership type of limited liability company and to be managed by: PhyData, LLC intends to file an application for a Certificate of Need for the establishment of a new ODC, the initiation of MRI services and the acquisition of a fixed MRI unit, all at 980 Professional Park Drive, Suite E in Clarksville, TN, 37040 (Montgomery Co.). As part of the project, 1,072 square feet of medical office space will be renovated to house one fixed MRI. No other diagnostic imaging services are proposed at this time. Total project costs are estimated to be \$941,648.

The anticipated date of filing the application is May 4, 2016. The contact person for this project is Robert M. Lirnyansky, Partner, who may be reached at The Strategy House, Inc., 71 Vickery Street, Roswell, GA, 30075, 770-394-8465.

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1):
 (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

There's a better way to make a living. Find it with the help of **careerbuilder**
www.theleafchronicle.com

Health VIAGRA and Cialis USERS) Cut your drug costs IN HALF. Save \$100's. Guaranteed FREE Shipping 100% Cash-Back. No Hidden Fees. Call 1-800-791-2049 (TnScan)

Help Wanted ENTRY LEVEL HEAVY EQUIPMENT Operator Career. Get Trained - Get Certified - Get Hired! Bulldozers, Backhoes & Excavators. Immediate Lifetime Job Placement. VA Benefits. National Average \$18.00-\$22.00. 1-888-392-6497 (TnScan)

\$1000 WEEKLY! Mailings. Brochures. Email. Homebased. Helping home workers start 2016. Genuine Opportunity. No Experience Required. Start Immediately. www.CentralMailings.NET (TnScan)

NOW HIRING MULTIPLE POSITIONS: Delivery Technician, Customer Service Representative, Sleep Coach, and Respiratory Therapist positions currently available in our Nashville, Columbia, and Knoxville locations. www.medicareaccesslistic.com/careers.html (TnScan)

Help Wanted - Drivers ATTN: DRIVERS - \$2K Sign-On Bonus - Love your work? Join Cool, Comfortable Miles, 100% APU Trucks. CDL-A Req. (877) 258-9782 driverteam.com (TnScan)

CLASS A CDL Flatbed Drivers *NEW PAY SCALE* @ 70 MPH/Starting Pay \$14.00/Per Hour. 52 Hours/Week. 401K/401K/Per Diem Pay/Home Weekends/900-640-9315 or www.boyda-nations.com (TnScan)

25 DRIVER TRAINEES NEEDED! Learn to Drive for Werner Enterprises! Earn up to \$42K first year. CDL & Job. Ready. In 3 weeks! 1-888-407-5172 (TnScan)

HOME EVERY WEEK! Regional/OTR Waverly/2000 Miles/1800 Miles/1000 Miles/500 Miles. M.S. Logistics, LLC. Call Jenn @ 615-743-9885 (TnScan)

RECRUITING HEADACHES? WE CAN Help! Advertise your job opening in this newspaper + 99 newspapers across the state - One Call/Email for All! Contact our classified dept. or email bell@tncpress.com (TnScan)

evidence of a license in the appropriate classification before a bid can be considered. Reference is made to the instructions to Bidders for Contracts contained in the Project Manual for further bidding information. The right is reserved to reject any or all bids or to waive any informalities in the bidding. No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

Walk Through and Prebid Conference
 At 10:30 a.m. on May 10, 2016, a prebid conference will be held at the administrative office of Clarksville Housing Authority, 721 Richardson Street, Clarksville, Tennessee, for the purpose of answering questions bidders may have and to consider any suggestions they may wish to make concerning the project. Immediately following the prebid conference, a walk-through of the project(s) will be held by the Owner. Although not mandatory, all contractors are recommended to attend this walk-through and prebid conference.

CLARKSVILLE HOUSING AUTHORITY
 By: Wanda Mills, Executive Director
 RUN: May 2, 9 2016
 0007240885
IN THE CHANCERY COURT FOR MONTGOMERY COUNTY, TENNESSEE AT CLARKSVILLE
NON RESIDENT NOTICE
 Case No.

BY: Julie Reyes, Deputy Clerk Attorney for Plaintiff:
 Julie Reyes
 221 South Second St.
 Clarksville, TN 37040
 RUN: May 2, 9, 16, 23 2016

Real Estate Rentals
 great places to live...

Homes For Rent

1ST CHOICE REAL ESTATE
 1011 S. 10th St. #1011
 Clarksville, TN 37040
 (931) 542-7598. 1stchoice-realestate.com

98R 98A House, 566 Joshua Dr. Off Of Dover Rd. \$750/mo. + \$750 Dep. & \$25 application fee. 931-624-0718 Call or text

Clarksville: 2 BR, 1 BA, living room, kitchen, dining room. \$600/mo.
 615-415-4501 or 931-503-0964

Mobile Home

Clarksville: 2 & 3 BR trailers. Deposit \$1000. Rent \$400-\$650. No pets. Sec 8 available. Darnell Trailer Park

HAMMER RENTALS MOBILE HOMES
 + dep. 931-551-9205

Duplexes

CLARKSVILLE, 340 Dupont Dr. 2 bdr/1 bth. Normal. \$1100. 1 BA, 2500 sq. ft. Call 931-518-5738. www.foxrealty.com Keller Williams 931-648-8900.

Apt Unf-Montgomery

121-H Country Lane, FLAT 7 BR apt, water & trash provided. \$650/mo. Call 931-518-5738. www.foxrealty.com Keller Williams 931-648-8900.

CLARKSVILLE, 2 bdrm, 1 BA duplex, appliances, W.D, garage w/closet. \$700/mo + \$300/dep. 931-378-1631

CLARKSVILLE AREA

Tab 21

Attachment D

Letter of Intent



**State of Tennessee
Health Services and Development Agency**

Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243
www.tn.gov/hlda Phone: 615-741-2364 Fax: 615-741-9884

LETTER OF INTENT

The Publication of Intent is to be published in the Leaf-Chronicle which is a newspaper
(Name of Newspaper)
of general circulation in Montgomery, Tennessee, on or before 05/02, 2016
(County) (Month / day) (Year)
for one day.

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 *et seq.*, and the Rules of the Health Services and Development Agency, that:

Middle Tennessee Imaging, LLC d/b/a Premier Radiology, an existing outpatient diagnostic center (ODC) provider,
(Name of Applicant) (Facility Type-Existing)

owned by: Middle Tennessee Imaging, LLC with an ownership type of limited liability company

and to be managed by: PhyData, LLC intends to file an application for a Certificate of Need

for [PROJECT DESCRIPTION BEGINS HERE]: the establishment of a new ODC, the initiation of MRI services and the acquisition of a fixed MRI unit, all at 980 Professional Park Drive, Suite E in Clarksville, TN, 37040 (Montgomery Co.). As part of the project, 1,072 square feet of medical office space will be renovated to house one fixed MRI.

No other diagnostic imaging services are proposed at this time. Total project costs are estimated to be \$941,648.

The anticipated date of filing the application is: May 4, 2016.

The contact person for this project is Robert M. Limyansky Partner
(Contact Name) (Title)

who may be reached at: The Strategy House, Inc. 71 Vickery Street
(Company Name) (Address)

Roswell GA 30075 770 / 394-8465
(City) (State) (Zip Code) (Area Code / Phone Number)

[Signature] 4-29-2016 rlimyansky@thestrategyhouse.net
(Signature) (Date) (E-mail Address)

The Letter of Intent must be filed in triplicate and received between the first and the tenth day of the month. If the last day for filing is a Saturday, Sunday or State Holiday, filing must occur on the preceding business day. File this form at the following address:

**Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243**

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

HF51 (Revised 01/09/2013 - all forms prior to this date are obsolete)



State of Tennessee

Health Services and Development Agency

Andrew Jackson, 9th Floor, 502 Deaderick Street, Nashville, TN 37243

www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

July 1, 2016

Robert Limyansky
The Strategy House
71 Vickery Street
Roswell, GA 30075

RE: Certificate of Need Application -- Middle Tennessee Imaging, LLC d/b/a Premier Radiology - CN1605-016

The establishment of an outpatient diagnostic center and the initiation of MRI services through the acquisition of a fixed MRI unit at 980 Professional Park Drive, Suite E, Clarksville (Montgomery County). The estimated project cost is \$941,648.

Dear Mr. Limyansky:

This is to acknowledge the receipt of supplemental information to your application for a Certificate of Need. Please be advised that your application is now considered to be complete by this office.

Your application is being forwarded to Trent Sansing at the Tennessee Department of Health for Certificate of Need review by the Division of Policy, Planning and Assessment. You may be contacted by Mr. Sansing or someone from his office for additional clarification while the application is under review by the Department. Mr. Sansing's contact information is Trent.Sansing@tn.gov or 615-253-4702.

In accordance with Tennessee Code Annotated, §68-11-1601, et seq., as amended by Public Chapter 780, the 60-day review cycle for this project will begin on July 1, 2016. The first 60 days of the cycle are assigned to the Department of Health, during which time a public hearing may be held on your application. You will be contacted by a representative from this Agency to establish the date, time and place of the hearing should one be requested. At the end of the 60-day period, a written report from the Department of Health or its representative will be forwarded to this office for Agency review. You will receive a copy of their findings. The Health Services and Development Agency will review your application on October 26, 2016.

Mr. Limyansky
July 1, 2016
Page 2

Any communication regarding projects under consideration by the Health Services and Development Agency shall be in accordance with T.C.A. § 68-11-1607(d):

- (1) No communications are permitted with the members of the agency once the Letter of Intent initiating the application process is filed with the agency. Communications between agency members and agency staff shall not be prohibited. Any communication received by an agency member from a person unrelated to the applicant or party opposing the application shall be reported to the Executive Director and a written summary of such communication shall be made part of the certificate of need file.
- (2) All communications between the contact person or legal counsel for the applicant and the Executive Director or agency staff after an application is deemed complete and placed in the review cycle are prohibited unless submitted in writing or confirmed in writing and made part of the certificate of need application file. Communications for the purposes of clarification of facts and issues that may arise after an application has been deemed complete and initiated by the Executive Director or agency staff are not prohibited.

Should you have questions or require additional information, please contact me.

Sincerely,



Melanie M. Hill
Executive Director

cc: Trent Sansing, TDH/Health Statistics, PPA



State of Tennessee

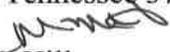
Health Services and Development Agency

Andrew Jackson, 9th Floor, 502 Deaderick Street, Nashville, TN 37243

www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

MEMORANDUM

TO: Trent Sansing, CON Director
Office of Policy, Planning and Assessment
Division of Health Statistics
Andrew Johnson Tower, 2nd Floor
710 James Robertson Parkway
Nashville, Tennessee 37243

FROM: 
Melanie M. Hill
Executive Director

DATE: July 1, 2016

RE: Certificate of Need Application
Middle Tennessee Imaging, LLC d/b/a Premier Radiology -
CN1605-016

Please find enclosed an application for a Certificate of Need for the above-referenced project.

This application has undergone initial review by this office and has been deemed complete. It is being forwarded to your agency for a 60-day review period to begin on July 1, 2016 and end on September 1, 2016.

Should there be any questions regarding this application or the review cycle, please contact this office.

Enclosure

cc: Robert Limyansky



State of Tennessee
Health Services and Development Agency

Andrew Jackson Building, 9th Floor
 502 Deaderick Street
 Nashville, TN 37243

www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

LETTER OF INTENT

The Publication of Intent is to be published in the Leaf-Chronicle which is a newspaper
(Name of Newspaper)
 of general circulation in Montgomery, Tennessee, on or before 05/02, 2016
(County) (Month / day) (Year)
 for one day.

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 *et seq.*, and the Rules of the Health Services and Development Agency, that:

Middle Tennessee Imaging, LLC d/b/a Premier Radiology, an existing outpatient diagnostic center (ODC) provider,
(Name of Applicant) (Facility Type-Existing)

owned by: Middle Tennessee Imaging, LLC with an ownership type of limited liability company

and to be managed by: PhyData, LLC intends to file an application for a Certificate of Need

for [PROJECT DESCRIPTION BEGINS HERE]: the establishment of a new ODC, the initiation of MRI services and the acquisition of a fixed MRI unit, all at 980 Professional Park Drive, Suite E in Clarksville, TN, 37040 (Montgomery

Co.). As part of the project, 1,072 square feet of medical office space will be renovated to house one fixed MRI.

No other diagnostic imaging services are proposed at this time. Total project costs are estimated to be \$941,648.

The anticipated date of filing the application is: May 4, 2016.

The contact person for this project is Robert M. Limyansky Partner
(Contact Name) (Title)

who may be reached at: The Strategy House, Inc. 71 Vickery Street
(Company Name) (Address)

Roswell GA 30075 770 / 394-8465
(City) (State) (Zip Code) (Area Code / Phone Number)

4-29-2016 rlimyansky@thestrategyhouse.net
(Signature) (Date) (E-mail Address)

The Letter of Intent must be filed in triplicate and received between the first and the tenth day of the month. If the last day for filing is a Saturday, Sunday or State Holiday, filing must occur on the preceding business day. File this form at the following address:

Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

**Supplemental #1
-Original-**

**Middle TN Imaging, LLC
dba Premier Radiology**

CN1605-016



SUPPLEMENTAL #1

June 21, 2016

11:06 am

71 Vickery Street
Roswell, Georgia 30075
Telephone 770-394-8465
Facsimile 770-394-5470
www.thestrategyhouse.net

June 20, 2016

Via Overnight Delivery

Mark A. Farber, Deputy Director
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN37243

RE: Certificate of Need Application Middle TN Imaging, LLC dba Premier Radiology, CN1605-016

Establishment of New ODC and Replacement of Mobile MRI with Fixed MRI Service

Dear Mr. Farber:

Thank you for your letter of May 12, 2016 requesting clarification or additional discussion in regard to the CON application referenced above. Responses are provided in triplicate.

1. Section A, Applicant Profile, Item 4

Please identify the members of NOL, LLC and each member's percentage of ownership.

What types of organizations are St. Thomas Health and Murfreesboro Imaging Partner, e.g., non-profit corporations, LLC, etc.?

Response: There are over 25 NOL members, none of which have ownership greater than 5%. Saint Thomas Health Services is a Tennessee nonprofit

corporation and Murfreesboro Imaging Partners is a Tennessee limited liability company (LLC).

2. Section A, Applicant Profile Item 5

Please provide a brief overview of the manager's management and clinical leadership team.

Response: As indicated on Bates page 71 of the CON application, the management of PhyData includes business, billing, financial, coding, credentialing, legal, and medical personnel, including several board certified radiologists. Clinical decisions are primarily directed by the radiologists that staff the various MTI locations.

3. Section A, Applicant Profile, Item 6

The current lease agreement indicates that the applicant may occupy and use the premises with a mobile MRI unit. Since the applicant proposes to initiate MRI services with a fixed MRI unit a fully executed revised lease or option to lease must be filed that acknowledges this change.

Response: As indicated in **Attachment 1**, the existing space can be used for a fixed MRI unit.

4. Section B, Applicant Profile, Item 13

The response is noted. Will professional fees for MRI interpretation services by the MTI's radiologists be reimbursed by the applicant? If billing separately under their own provider certification/registration numbers, what assurances apply such that the radiologists will hold Medicare and Medicaid provider certification and will be contracted with the same TennCare MCO plans as the applicant? Please briefly discuss the arrangements planned in this regard.

Response: As indicated on Bates page 44 of the CON application, for the most part, professional fees for MRI interpretation services by MTI's radiologists will be reimbursed by the applicant because most studies will be globally billed by MTI. In cases where it is required by law or contract that the professional services are billed separately, the radiologists will bill for their own services and MTI will bill for the technical component of the MRI study only. In cases where split billing is performed, the professional services agreement requires that the radiology group participate with all insurance plans that MTI accepts.

5. Section B, Project Description, Item II (Executive Summary of the Project)

Is it expected that the patient volumes for the proposed ODC will essentially transfer from the mobile MRI unit? If so please explain the plans for the mobile unit including the locations it is expected to serve, the estimated patient volumes, and a discussion explaining how those volumes will be attained, and the impact to existing providers surrounding those locations.

Is it expected that the staffing for the mobile unit essentially will transfer to the proposed project? If so please explain how the mobile unit will be staffed.

Response: In a freestanding or ODC environment, a mobile MRI unit is often used until patient volume builds to the point where a fixed unit can be supported five or six days per week. Compared to the mobile MRI unit now serving Clarksville, the fixed MRI unit will provide increased hours of operation. Therefore, existing referring physicians are expected to continue to refer patients to the fixed MRI unit.

As indicated in **Attachment 2**, the mobile MRI unit received CON authorization to serve 19 Middle Tennessee counties: Bedford, Cannon, Cheatham, Coffee, Davidson, DeKalb, Dickson, Macon, Maury, Montgomery, Putnam, Robertson, Rutherford, Smith, Sumner, Trousdale, Warren, Williamson, and Wilson counties. The mobile MRI unit will continue to operate within this original CON authorization.

For competitive reasons, site-specific volume projections for the mobile MRI unit will not be provided. Middle Tennessee Imaging, LLC respectfully declines to engage in a re-evaluation of the need for the existing mobile MRI unit. Suffice it to say that the 19 authorized counties have a 2016 population of 2,273,954 persons and are expected to increase 7.0% by 2020 compared to a 4.3% growth rate for the state overall.¹ In theory, the mobile MRI unit could serve each of these 19 authorized counties one day per month and still remain in compliance with its CON authorization.

Historical and projected mobile MRI unit procedures for existing sites are discussed in response to Question 15, below. In 2015, 2,609 procedures were performed on the mobile MRI unit. Based on actual experience through April 2016, annualized procedures are projected to increase 47.3% to 3,843.

¹ Source: The University of Tennessee Center for Business and Economic Research, Population Projection Data Files, reassembled by the Tennessee Department of Health, Division of Policy, Planning and Assessment.

- Volumes for the first four months of 2016 are already at half the volume for the entire 12 months of 2015.
- Volumes for the first four months of 2016 are already 81% greater than the volume for the first four months of 2015.
- Based on the first four months of 2016 alone, conservatively assuming no further growth, the mobile MRI will be operating at 133% capacity based on 2,880 procedures annually.
- In conclusion, year-to-date 2016 volumes reveal significant growth over prior year and even month-to-month volumes. Therefore, CON projections are conservative based on YTD2016 actual experience.

Middle Tennessee Imaging *Historical* Utilization-Mobile Service

Location	2015 (Full Year)	2016 (Annualized)	2015 (Full Year)	2016 (Annualized)
Clarksville	2,319	2,514	88.9%	65.4%
Hendersonville	34	690	1.3%	18.0%
Briarville Rd/Madison	256	639	9.8%	16.6%
Total	2,609	3,843	100.0%	100.0%

Source: MTI internal records

As documented above, 84.2% of the growth, or 1,039 procedures, occurred outside of Clarksville. Upon approval of the fixed MRI unit, similar growth is expected to come from other portions of the 19-county authorized service area.

The impact to existing providers will be minimal, as they are very highly utilized - 86.4% overall and 97.1% excluding physician-owned MRIs which serve a restricted patient population. Please refer to the response to Question 14, below.

With regard to staffing, only the mobile MRI unit tractor trailer driver stays with the mobile unit. Each mobile site has its own radiology techs and office staff. In Clarksville, the radiology techs and office staff serving the mobile MRI unit will transition to the fixed MRI unit.

6. Section B, Project Description, Item II.A. and Item II.E**Item II.E.1**

The description of the 1.5 Tesla replacement fixed MRI unit is noted. When was the unit manufactured and what measures will be taken to refit or upgrade the unit prior to patient use?

Response: As indicated on Bates page 15 of the CON application, a CON decision is not expected until the summer of 2016 (specific review calendar still pending). MTI cannot commit to the actual purchase of the 1.5 Tesla replacement fixed MRI unit until that time. Therefore, the seller cannot commit to provide a specific MRI unit in May 2016. After CON approval, MTI's order will be executed and the specific unit will be selected from available inventory. Therefore, refit or upgrade requirements, if any, are not known at this time. However, MTI will commit that the unit purchased will be accredited by the American College of Radiology as is customary with other MTI patient diagnostic equipment.

7. Section C, Need, Item 1 (Project Specific Criteria-Outpatient Diagnostic Center 1.)

Please expand Exhibit IA on page 19 by including Years 2012-2014.

Please expand Exhibit 1B on page 19 by including mobile MRI procedures for Years 2017 and 2018.

What is the driving distance between the applicant's site and St. Thomas Midtown Hospital?

Response: Expanded tables (Exhibits 1A and 1B) are presented below. In Exhibit 1A, 2014 represents only December data, under new ownership. In Exhibit 1B, 2016 mobile estimates have been increased from 2,589 to 3,500 based on more recent year-to-date experience. 2017 and 2018 mobile projections assume 10 procedures per day over 260 days per year.

According to Google Maps, the driving distance between the applicant's site and St. Thomas Midtown Hospital is 46.6 miles.

**EXHIBIT 1A
PREMIER RADIOLOGY – CLARKSVILLE SITE
MRI HISTORICAL AND PROJECTED UTILIZATION, 2015-2020
POPULATION GROWTH AT 2.0% PER YEAR**

MRI Volumes	JAR				Interim	
	2012	2013	2014	2015	2016	2017
Procedures	1,649	1,525	65	2,538	2,589	2,817
Units	1	1	1	1	1	1
Proc/Unit	1,649	1,525	65	2,538	2,589	2,817

Sources: TN ODC JARs (Dec. 2014 only, under new ownership), MTI internal data

**EXHIBIT 1B
APPLICANT'S HISTORICAL AND PROJECTED MRI UTILIZATION (PROCEDURES)**

	2013	2014	2015	% change '13-'15	2016 (est)	Projected Year 1 (2017)	Projected Year 2 (2017)
Mobile MRI Procedures	N/A	65 (1 mo.)	2,538 (full yr)	N/A	3,500 (revised)	2,600	2,600
Fixed MRI Procedures						2,817	2,873
as a % of 2,880 MRI standard						97.8%	99.8%

Sources: TN ODC JARs (Dec.2014 only, under new ownership), MTI internal data

8. Section C, Need, Item 1 (Project Specific Criteria-Outpatient Diagnostic Center 1.)

Your response to this item is noted but does not answer the question. Please identify the other MRI providers in the proposed service area and explain why those services are not adequate and/or whether there are special circumstances requiring additional services.

Response: Please refer to the response to Question 14, below. Existing MRI providers are highly utilized – 86.4% overall and 97.1% excluding physician-owned MRIs which serve a restricted patient population. Thus, the other MRI providers in the proposed service area are not adequate to meet the needs of the service area.

Furthermore, the existing mobile MRI unit has experienced tremendous growth since its acquisition and start up in December 2014. In 2015, 2,609 procedures were performed on the mobile MRI unit. Based on actual experience through April 2016, annualized procedures are projected to increase 47.3% to 3,843.

- Volumes for the first four months of 2016 are already at half the volume for the entire 12 months of 2015.
- Volumes for the first four months of 2016 are already 81% greater than the volume for the first four months of 2015.
- Based on the first four months of 2016 alone, conservatively assuming no further growth, the mobile MRI will be operating at 133% capacity based on 2,880 procedures annually.
- In conclusion, year-to-date 2016 volumes reveal significant growth over prior year and even month-to-month volumes. Therefore, CON projections are conservative based on YTD2016 actual experience.

The proposed fixed MRI unit is necessary to accommodate this growth and to reduce patient wait times. When patient MRI appointments reached out to six weeks earlier this year, Premier increased the Clarksville hours of operation to 13 hours per day (7:00 am - 8:00 pm) plus Saturdays. Though still not ideal, this reduced the scheduling backlog from six weeks to two weeks. Any further increase in hours simply is not feasible.

9. Section C, Need, Item 1 (Project Specific Criteria-Magnetic Resonance Imaging 4.)

Please identify each of the three mobile MTI sites, and the 2015 MRI volumes at each site.

Please discuss the locations that the mobile unit will travel, the expected MRI volumes at those locations, and the impact on existing providers in the service area of those locations.

Response: As indicated in Question 15, below, the three mobile MTI sites are Clarksville, Hendersonville and Briarville Road/Madison. In 2015, 2,609 procedures were performed on the mobile MRI unit. Through April 2016, annualized procedures are projected to increase 47.3% to 3,843. As documented in the table at Question 15, 84.2% of the growth, or 1,039 procedures, occurred outside of Clarksville. Upon approval of the fixed MRI unit, similar growth is expected to come from other portions of the 19-county authorized service area.

For competitive reasons, site-specific volume projections for the mobile MRI unit will not be provided. Middle Tennessee Imaging, LLC respectfully declines to engage in a re-evaluation of the need for the existing mobile MRI unit. Suffice it

to say that the 19 authorized counties have a 2016 population of 2,273,954 persons and are expected to increase 7.0% by 2020 compared to a 4.3% growth rate for the state overall.² In theory, the mobile MRI unit could serve each of these 19 authorized counties one day per month and still remain in compliance with its CON authorization.

10. Section C, Need, Item 1 (Project Specific Criteria-Magnetic Resonance Imaging 7.b.)

Constructions costs were provided but a verification letter that confirmed that the physical environment will conform to applicable federal standards, manufacturer's specifications, and licensing agencies' requirements was not included. Please provide such a letter.

Response: As an existing, operational outpatient imaging center, the physical environment now conforms to applicable federal standards, manufacturer's specifications, and licensing agencies' requirements. As indicated in **Attachment 3**, renovations to convert from mobile MRI services to fixed MRI services will also conform to applicable federal standards, manufacturer's specifications, and licensing agencies' requirements.

11. Section C, Need, Item 1 (Project Specific Criteria-Magnetic Resonance Imaging 7.g.)

Please provide copies of the existing hospital transfer agreements.

Response: As indicated at Bates page 231 of the CON application, a hospital transfer agreement exists with four hospitals in the Saint Thomas Health network.

12. Section C, Need, Item 1 (Project Specific Criteria-Magnetic Resonance Imaging 9.)

Your response to this item is noted. Please provide a response to each standard a. - d.

² Source: The University of Tennessee Center for Business and Economic Research, Population Projection Data Files, reassembled by the Tennessee Department of Health, Division of Policy, Planning and Assessment.

Response: Principle No. 2 in the State Health Plan states that, "Every citizen should have reasonable access to health care." The HSDA may decide to give special consideration to an applicant:

- a. Who is offering the service in a medically underserved area as designated by the United States Health Resources and Services Administration;

Response: This project qualifies for special consideration under this criterion. According to <https://tn.gov>, the whole of Houston, Montgomery, Robertson and Stewart counties in Tennessee are medically underserved areas.

- b. Who is a "safety net hospital" or a "children's hospital" as defined by the Bureau of TennCare Essential Access Hospital payment program; or

Response: This project does not qualify for special consideration under this criterion.

- c. Who provides a written commitment of intention to contract with at least one TennCare MCO and, if providing adult services, to participate in the Medicare program; or

Response: This project qualifies for special consideration under this criterion. The applicant contracts with four TennCare MCOs (see application, Bates page 8) and participates in the Medicare program (see application, Bates page 7).

- d. Who is proposing to use the MRI unit for patients that typically require longer preparation and scanning times (e.g., pediatric, special needs, sedated, and contrast agent use patients). The applicant shall provide in its application information supporting the additional time required per scan and the impact on the need standard.

Response: This project does not qualify for special consideration under this criterion.

13. Section C, Need. Item 4 (Demographics)

Your response to this item is noted. Using population data from the Department of Health, enrollee data from the Bureau of TennCare, and demographic information from the US Census Bureau, please complete the following table and include data for each county in your proposed service area.

Response: See table, below. The Tennessee portion of the service area is projected to grow at rates greater than the state overall.

<i>Variable</i>	<i>Montgomery</i>	<i>Robertson</i>	<i>Houston</i>	<i>Stewart</i>	<i>TN Service Area</i>	<i>Tennessee</i>
<i>Current Year (2016), Age 65+</i>	18,531	10,629	1,854	2,883	33,897	1,091,516
<i>Projected Year (2020), Age 65+</i>	22,487	12,957	2,134	3,357	40,935	1,266,295
<i>Age 65+, % Change</i>	21.3%	21.9%	15.1%	16.4%	20.8%	16.0%
<i>Age 65+, % Total (PY)</i>	10.1%	16.5%	23.3%	23.3%	12.6%	17.8%
<i>CY, Total Population</i>	201,598	73,796	8,869	14,011	298,274	6,812,005
<i>PY, Total Population</i>	221,620	78,659	9,157	14,402	323,838	7,108,031
<i>Total Pop. % Change</i>	9.9%	6.6%	3.2%	2.8%	8.6%	4.3%
<i>TennCare Enrollees</i>	35,466	14,382	2,125	3,130	55,103	1,534,367
<i>TennCare Enrollees as a % of Total Population (2016)</i>	17.6%	19.5%	24.0%	22.3%	18.5%	22.5%
<i>Median Age (2014)</i>	30.3	38.4	43.0	43.8	N/A	38.6
<i>Median Household Income (2014)</i>	\$50,693	\$53,748	\$38,637	\$41,089	N/A	\$44,621
<i>Population % Below Poverty Level (2014)</i>	13.9%	13.4%	19.1%	17.5%	N/A	18.3%

14. Section C, Need. Item 5 (Historical MRI Utilization in Applicant’s Primary Service Area)

The table is noted. Please expand the information provided by adding the columns indicated in the table below. For assistance or questions, please contact Alecia Craighead, Stat III at 615-253-2782.

Response: See table, below. Existing MRI providers are highly utilized – 86.4% overall and 97.1% excluding physician-owned MRIs which serve a restricted patient population.

Utilization of Existing MRI Providers Located in Proposed Service Area

MRI Provider Name	Type (PO, ODC, Hospital, HODC, RPO, H-Imaging)	Current # units (specify if mobile)	Distance from Applicant (in miles)	2012	2013	2014	2014 procedures/2,880 procedures/unit (%)
Houston Co. Hosp.	Hospital	0	33.9 miles	223	74	N/A ¹	N/A ¹
Clarksville Imaging	ODC	1	2.6 miles	4,119	4,276	3,426	119.0%
Gateway	Hospital	2	0.5 miles	5,242	4,432	4,617	80.2%
Mobile MRI	RPO	1 (mobile)	N/A	1,129	1,404	2,538 ²	88.1%
Premier Med.	PO	1	0.4 miles	1,426	1,386	1,453	50.5%
TOA	PO	1	6.9 miles	1,915	1,932	1,976	68.6%
Northcrest MC	Hospital	1	28.3 miles	2,780	3,232	3,407	118.3%
TOTAL		7		16,834	16,736	17,417	86.4%
Total Excluding "PO" (Restricted Patient Population)		5		13,493	13,418	13,988	97.1%

¹Houston County Hospital stopped service in 2013 per Medical Equipment Registry

²2015 data substituted for 2014 Mobile MRI because of only 1 month of data in 2014 (first year)

15. Section C, Need, Item 6 (Applicant's Historical and Projected Utilization)

Your response to this item is noted. Please complete the following charts:

Mobile MRI/Middle Tennessee Imaging Historical and Projected Utilization-Clarksville

Type Of Service	2012	2013	2014	2015	2016	2017	2018
Mobile	1,649	1,525	65*	2,538	3,500	2,600	2,600
Fixed	N/A	N/A	N/A	N/A	N/A	2,817	2,873

*Operational for one month only (December), under new ownership

Middle Tennessee Imaging Projected Utilization-Mobile Service

Location	2017	2018
Location 1		
Location 2		
Etc.		
Total		

Response: As indicated previously in **Attachment 2**, the mobile MRI unit received CON authorization to serve 19 Middle Tennessee counties: Bedford, Cannon, Cheatham, Coffee, Davidson, DeKalb, Dickson, Macon, Maury,

Montgomery, Putnam, Robertson, Rutherford, Smith, Sumner, Trousdale, Warren, Williamson, and Wilson counties. The mobile MRI unit will continue to operate within this original CON authorization.

For competitive reasons, site-specific volume projections for the mobile MRI unit will not be provided. Middle Tennessee Imaging, LLC respectfully declines to engage in a re-evaluation of the need for the existing mobile MRI unit. Suffice it to say that the 19 authorized counties have a 2016 population of 2,273,954 persons and are expected to increase 7.0% by 2020 compared to a 4.3% growth rate for the state overall.³ In theory, the mobile MRI unit could serve each of these 19 authorized counties one day per month and still remain in compliance with its CON authorization.

In 2015, 2,609 procedures were performed on the mobile MRI unit. Based on actual experience through April 2016, annualized procedures are projected to increase 47.3% to 3,843.

- Volumes for the first four months of 2016 are already at half the volume for the entire 12 months of 2015.
- Volumes for the first four months of 2016 are already 81% greater than the volume for the first four months of 2015.
- Based on the first four months of 2016 alone, conservatively assuming no further growth, the mobile MRI will be operating at 133% capacity based on 2,880 procedures annually.
- In conclusion, year-to-date 2016 volumes reveal significant growth over prior year and even month-to-month volumes. Therefore, CON projections are conservative based on YTD2016 actual experience.

³ Source: The University of Tennessee Center for Business and Economic Research, Population Projection Data Files, reassembled by the Tennessee Department of Health, Division of Policy, Planning and Assessment.

Middle Tennessee Imaging *Historical* Utilization-Mobile Service

Location	2015 (Full Year)	2016 (Annualized)	2015 (Full Year)	2016 (Annualized)
Clarksville	2,319	2,514	88.9%	65.4%
Hendersonville	34	690	1.3%	18.0%
Briarville Rd/Madison	256	639	9.8%	16.6%
Total	2,609	3,843	100.0%	100.0%

Source: MTI internal records

As documented above, 84.2% of the growth, or 1,039 procedures, occurred outside of Clarksville. Upon approval of the fixed MRI unit, similar growth is expected to come from other portions of the 19-county authorized service area.

16. Section C, Economic Feasibility Items 1 (Project Costs Chart)

The total on Line D. is slightly off. Please make the necessary corrections and submit a revised Project Costs Chart.

Response: The four-cent rounding error has been corrected. Please refer to **Attachment 4**.

17. Section C, Project Forecast Completion Chart

The Agency will not hear this application any sooner than August 2016. Please make the applicable changes to the Initial Decision Date and submit a revised Project Forecast Completion Chart.

Response: The date has been changed. Please refer to **Attachment 5**.

18. Equipment Registry or Annual Progress Reports

As far as the Annual Progress Reports, Saint Thomas Midtown Hospital (CN1401-001) has a report due on June 1st.

Saint Thomas Medical Partners (CN1508-033) has completed its project involving "changing ownership" of the MRI service on Elliston Place from Neurological Surgeons. A Final Project Report must be submitted.

With regard to the Medical Equipment Registry, Saint Thomas Medical Partners recently took control over what has been registered as Neurological Surgeons on Elliston Place. Neurological Surgeon's MRI has yet to have its registration updated or 2015 utilizations reported.

Response: Saint Thomas Medical Partners has no direct relationship to the applicant in this project.

It is the applicant's understanding, through Michael D. Brent of Bradley Arant Boult Cummings, LLP, attorneys for Saint Thomas Medical Partners, that the Annual Progress Reports were submitted around June 1st.

Thank you for the opportunity to present this supplemental information. A signed affidavit is presented in **Attachment 6**.

Warm regards,

THE STRATEGY HOUSE, INC.



Robert M. Limyansky
Partner

attachments

June 21, 2016

11:06 am

Attachment 1

June 21, 2016

11:06 am

June 13, 2016

VIA Email (ryan.brown@premierradiology.com)

Middle Tennessee Imaging, P.C.
d/b/a Premier Radiology
28 White Bridge Road, Suite 316
Attn: Ryan Brown, General Counsel

**Re: Lease of Space at 980 Professional Park, Suite E,
Clarksville, Tennessee (the "Premises")**

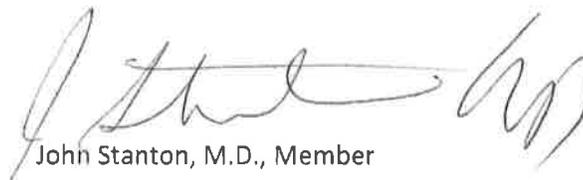
Dear Mr. Brown,

This letter shall serve as written notice that Premier Radiology is permitted to use the Premises for the purpose of operating a fixed site MRI machine if Premier Radiology is successful in obtaining the certificate of need that it is applying for that would allow for the operation of a fixed site MRI machine at the Premises. This letter is to clarify that the language in the lease with respect to the Premises between Progressive Land Corporation and Middle Tennessee Imaging, LLC that describes the use of the Premises as allowing for a mobile MRI machine will not restrict Premier Radiology from operating a fixed site magnet.

If you have any questions, please let me know.

Best Regards,

Progressive Land Corporation



John Stanton, M.D., Member

June 21, 2016

11:06 am

Attachment 2

June 21, 2016

11:06 am

HEALTH FACILITY

TEL: 615-741-9884

Apr 01 96 16:14 NO.009 P.07

STATE OF TENNESSEE

HEALTH FACILITIES COMMISSION



N/F

Certificate of Need 07 -CN- 031 is hereby granted under the provisions of the Tennessee Health Planning and Resources Development Act of 1979, as amended

to **Hickson Mobile MRI**

for **Hickson Mobile MRI**

This Certificate is issued for the acquisition of a mobile Magnetic Resonance Imaging System (MRI) to serve health care providers in the following nineteen (19) Middle Tennessee counties: Bedford, Cannon, Cheatham, Coffee, Davidson, DeKalb, Dickson, Macon, Maury, Montgomery, Putnam, Robertson, Rutherford, Smith, Sumner, Trousdale, Warren, Williamson, and Wilson counties.

on the premises located at facilities within the counties as listed above.

for an estimated project cost of **\$ 2,897,300**

This Certificate is subject to the requirements of T.C.A. 68-11-101 et seq., and to rules and regulations issued thereunder by this Commission. This Certificate of Need is further subject to the following DEVELOPMENT TIMETABLE:

- 12th month following Commission approval - Final Plans Approved/Financing Secured
- 18th month following Commission approval - Implementation of Service as certified.

Date Approved... November 19, 1987

Date Issued... December 21, 1987

Robert C. Westerman
Chairman

Gracie L. Penney
Secretary

June 21, 2016

11:06 am

Attachment 3



SUPPLEMENTAL #1

June 21, 2016
11:00 am
Powell Studio, LLC
604 Main Street, Suite A-1
Nashville, TN 37206
P: 6153205000 • F:

Revision: Original

Clarksville MRI
Clarksville
Clarksville, TN 37206

Printed On: 6/16/16

Please find enclosed industry standard sectional Division pricing breakdown on the above referenced project as you requested. All work will be completed in conformance with applicable federal standards, manufacturer's specifications, and licensing agencies' requirements.

Division	Total
01 General Conditions	\$21,950.20
02 Site Work	\$4,155.00
03 Concrete	\$6,030.00
04 Masonry	\$4,522.50
05 Steel	\$1,507.50
06 Carpentry	\$2,513.51
07 Moisture & Thermal Protection	\$3,517.50
08 Doors, Windows & Glass	\$1,152.38
09 Finishes	\$36,183.02
10 Specialities	\$0.00
12 Furnishings	\$10,050.00
15 Mechanical	\$128,137.50
16 Electrical	\$40,199.99
Total	\$259,919.10
Cost/Sq. Foot (Sq Ft): 1,072	\$242.46

We appreciate the opportunity to be included in this project, if you have any questions, please feel free to call.

Thank you,

Manley Seale

June 21, 2016

11:06 am

Attachment 4

PROJECT COSTS CHART**June 21, 2016****11:06 am**

A. Construction and equipment acquired by purchase:		
1. Architectural and Engineering Fees	\$	<u>31,191.00</u>
2. Legal, Administrative (Excluding CON Filing Fee), Consultant Fees	\$	<u>50,000.00</u>
3. Acquisition of Site		<u> </u>
4. Preparation of Site		<u> </u>
5. Construction Costs	\$	<u>509,919.00</u>
6. Contingency Fund	\$	<u>25,992.00</u>
7. Fixed Equipment (Not included in Construction Contract)	\$	<u>250,000.00</u>
8. Moveable Equipment (List all equipment over \$50,000)		<u> </u>
9. Other (Other FF&E)	\$	<u>25,000.00</u>
B. Acquisition by gift, donation, or lease:		
1. Facility (inclusive of building and land)	\$	<u>46,546.00</u>
2. Building only		<u> </u>
3. Land only		<u> </u>
4. Equipment (Specify)		<u> </u>
5. Other (Specify)		<u> </u>
C. Financing Costs and Fees:		
1. Interim Financing		<u> </u>
2. Underwriting Costs		<u> </u>
3. Reserve for One Year's Debt Service		<u> </u>
4. Other (Specify)		<u> </u>
D. Estimated Project Cost (A+B+C)	\$	<u>938,648.00</u>
E. CON Filing Fee	\$	<u>3,000.00</u>
F. Total Estimated Project Cost (D+E)	\$	<u>941,648.00</u>
	TOTAL	\$ <u>941,648.00</u>

June 21, 2016

11:06 am

Attachment 5

June 21, 2016**11:06 am****PROJECT FORECAST COMPLETION CHART**

Enter the Agency projected Initial Decision date, as published in T.C.A. § 68-11-1609(c): August 2016

Assuming the CON approval becomes the final agency action on that date; indicate the number of days **from the above agency decision date** to each phase of the completion forecast.

	DAYS REQUIRED	Anticipated Date (MONTH/YEAR)
1. Architectural and engineering contract signed	5	Sep-16
2. Construction documents approved by the Tennessee Department of Health	20	Sep-16
3. Construction contract signed	30	Sep-16
4. Building permit secured	60	Oct-16
5. Site preparation completed	60	Nov-16
6. Building construction commenced	90	Nov-16
7. Construction 40% complete	120	Dec-16
8. Construction 80% complete	150	Jan-17
9. Construction 100% complete (approved for occupancy)	180	Feb-17
10. *Issuance of license	210	Mar-17
11. *Initiation of service	210	Mar-17
12. Final Architectural Certification of Payment	240	Apr-17
13. Final Project Report Form (HF0055)	270	May-17

* **For projects that do NOT involve construction or renovation: Please complete items 10 and 11 only.**

Note: If litigation occurs, the completion forecast will be adjusted at the time of the final determination to reflect the actual issue date.

June 21, 2016

11:06 am

Attachment 6

June 21, 2016

11:06 am

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

NAME OF FACILITY: MIDDLE TENNESSEE IMAGING, LLC dba PREMIER RADILOGY, CN1605-016

I, MARK GAW, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.

Mark Gaw / CFO

Signature/Title

Sworn to and subscribed before me, a Notary Public, this the 16th day of JUNE, 2016, witness my hand at office in the County of Davidson, State of Tennessee.

Glenn Bradley
NOTARY PUBLIC

My commission expires 7/8, 2017.

HF-0043

Revised 7/02



Supplemental #2 -Original-

Middle TN Imaging, LLC
dba Premier Radiology

CN1605-016



SUPPLEMENTAL #2

June 29, 2016

11:44 am

71 Vickery Street
Atlanta, Georgia 30075
Telephone 770-394-8465
Facsimile 770-394-5470
www.thestrategyhouse.net

June 29, 2016

Via Hand Delivery

Mark A. Farber, Deputy Director
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN37243

RE: Certificate of Need Application Middle TN Imaging, LLC dba Premier
Radiology, CN1605-016

Establishment of New ODC and Replacement of Mobile MRI with Fixed
MRI Service

Dear Mr. Farber:

Thank you for your letter of June 24, 2016 requesting clarification or additional discussion in regard to the CON application referenced above. Responses are provided in triplicate.

1. Section A, Applicant Profile, Item 4

It is understood that no member of NOL, LLC has an ownership interest of 5% of greater; however, please identify the members of NOL, LLC and each member's percentage of ownership. Additionally, please provide the same information for Murfreesboro Imaging Partners, LLC.

Response: The members of NOL, LLC and each member's percentage of ownership are as follows.

Name of NOL Member	Percentage Ownership (this entity in total owns 42.15% of Middle Tennessee Imaging, LLC)
Alarcon, John J.	3.759%
Arevalos, Enrique	3.759%
Blount, Steve	3.759%
Burcham, Stan	3.759%
Calendine, Chad	3.759%
Cian, Michael	3.759%
Couden, Michael	3.759%
Cunneely, Kevin	3.759%
Edwards, Byard	3.759%
Friday, Michael	3.759%
Gordon, Jonathan	3.759%
Harney, Iantha	3.759%
Huggett, Jeff	3.759%
King, James	3.759%
Levitt, Michael	3.759%
MacCurdy, Joe	3.759%
Metzman, Michael	3.759%
Moreland, Michael	1.880%
Nau, Paul	3.759%
Parikh, Viraj	3.759%
Sharma, Vineet	3.759%
Shaba, Steve	3.759%
Soble, Marc	3.759%
Spellman, Michael	3.759%
Thorstad, Brett	3.759%
Williams, Jeff	3.759%
Wunder, Dan	3.759%
Gaw, Mark	0.188%
Sweeney, Joy	0.188%

The members of Murfreesboro Imaging Partners, LLC and each member's percentage of ownership are as follows.

Name of Murfreesboro Imaging Partners Member	Percentage Ownership (this entity in total owns 3.99% of Middle Tennessee Imaging, LLC)
Dame, Eric	9.09%
Green, Eric	9.09%
Haynes, Scott	9.09%
Johnson, Richard	9.09%
Klumpe, Marynelle	9.09%
Menke, Paul	9.09%
Moss, Max	9.09%
Pope, Stan	9.09%
Smith, Bretton	9.09%
Thorburn, Jerald	9.09%
Mullen, Stanley	9.09%

2. Section A, Applicant Profile Item 5

Your response to this item is noted. Please describe the level of experience PhyData has in managing outpatient diagnostic centers (ODCs) including how many ODCs PhyData currently manages. Please also identify the members of PhyData’s management and clinical leadership team.

Response: PhyData currently provides billing and management services for eleven ODCs. PhyData has been managing ODCs (or imaging centers before ODCs existed) for many years (since 1998). All of the ODCs that PhyData manages are owned by Middle Tennessee Imaging, LLC d/b/a Premier Radiology. The members of PhyData’s management team include James King, M.D. (President), Chad Calendine, M.D. (CEO), Michael Moreland (Administrator), Mark Gaw, CPA (CFO), Ryan Brown, JD (General Counsel), and Len Shepard (Billing Director). PhyData has an executive committee (Board of Directors) that would address any clinical matters that consists of seven radiologists including Dr. King, Dr. Calendine, Dan Wunder, M.D., Paul Nau, M.D., Steven Blount, M.D., Byard Edwards, M.D., and Jeff Huggett, M.D. All of these individuals have been practicing medicine or working in their areas of healthcare management for over 15 years.

3. Section C, Need, Item 1 (Project Specific Criteria-Outpatient Diagnostic Center 1.)

Should the last column of Exhibit 1B be titled “Projected Year 2 (2018)”?

Response: That is correct. The last column of Exhibit 1B should be titled "Projected Year 2 (2018)". The correction to Exhibit 1B is presented below.

**EXHIBIT 1B
APPLICANT'S HISTORICAL AND PROJECTED MRI UTILIZATION (PROCEDURES)**

	2013	2014	2015	% change '13-'15	2016 (est)	Projected Year 1 (2017)	Projected Year 2 (2018)
Mobile MRI Procedures	N/A	65 (1 mo.)	2,538 (full yr)	N/A	3,500 (revised)	2,600	2,600
Fixed MRI Procedures						2,817	2,873
as a % of 2,880 MRI standard						97.8%	99.8%

Sources: TN ODC JARs (Dec.2014 only, under new ownership), MTI internal data

4. Section C, Orderly Development, Item 2. (Positive and/or Negative Effects of the Proposal on the Health Care System)

The mobile unit is expected to perform 2,514 scans at the Clarksville site in 2016. The applicant projects that the proposed fixed unit will perform 2,817 scans in 2017 at the Clarksville site. It appears that the majority of the volume currently realized by the mobile unit will transfer to the fixed unit, which should result in a significant negative impact to the utilization of the mobile unit. Yet, the applicant projects that the mobile unit will perform 2,600 scans in 2017. Please explain in detail how the mobile unit can attain this volume level and not be negatively impacted by the proposed fixed unit.

Response: Based on our knowledge of the market and our access to 19 Middle Tennessee counties, we believe there is more than enough volume to fill the mobile unit in addition to the proposed fixed site in Clarksville.

The mobile MRI was acquired and began operating under new ownership in December 2014. In 2015, its first full year of operation under new ownership, the mobile MRI served over 1,000 more patients than under its last full year of operation under its prior ownership. (2,538 procedures in 2015 versus 1,525 procedures in 2013, according to the ODC JARs.) In short, Middle Tennessee Imaging has the brand recognition along with access to sub-specialized radiologists to support continued MRI growth in the area.

As indicated in Exhibit 1B, above, the mobile MRI unit is on track to increase by another 1,000 procedures in 2016 (3,500 annualized). The three mobile

MTI sites are Clarksville, Hendersonville and Briarville Road/Madison. In 2015, 2,609 procedures were performed on the mobile MRI unit. Through April 2016, annualized procedures are projected to increase 47.3% to 3,843. Upon approval of the fixed MRI unit, similar growth is expected to come from other portions of the 19-county authorized service area (Bedford, Cannon, Cheatham, Coffee, Davidson, DeKalb, Dickson, Macon, Maury, Montgomery, Putnam, Robertson, Rutherford, Smith, Sumner, Trousdale, Warren, Williamson, and Wilson counties).

Middle Tennessee Imaging Historical Utilization-Mobile Service

Location	2015 (Full Year)	2016 (Annualized)	Procedure Growth	Percent Growth
Clarksville	2,319	2,514	195	8.4%
Hendersonville	34	690	656	1,929.4%
Briarville Rd/Madison	256	639	383	149.6%
Total	2,609	3,843	1,234	47.3%

Source: MTI internal records

Single-day service sites such as Hendersonville and Briarville Rd/Madison, can and have generated an average of 665 annualized procedures per operating day. At this average, over five days, the mobile MRI can be expected to average 3,325 procedures per week by adding three more single-day sites throughout the mobile unit's 19-county authorized service area to replace the Clarksville site. This is well above the mobile MRI projection of 2,600 procedures in 2017.

As stated previously, the 19 authorized counties have a 2016 population of 2,273,954 persons and are expected to increase 7.0% by 2020 compared to a 4.3% growth rate for the state overall.¹ In theory, the mobile MRI unit could serve each of these 19 authorized counties one day per month and still perform at least 2,600 procedures in 2017.

In conclusion, we believe there is more than sufficient demand across the 19 county mobile MRI service area to replace the fixed MRI volume. Thus,

¹ Source: The University of Tennessee Center for Business and Economic Research, Population Projection Data Files, reassembled by the Tennessee Department of Health, Division of Policy, Planning and Assessment.

**Mark Farber, Deputy Director
Health Services and Development Agency**

June 29, 2016

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approval of the fixed MRI unit will not result in a "significant negative impact" to the utilization of the mobile unit.

Thank you for the opportunity to present this supplemental information. A signed affidavit is presented in **Attachment 1**.

Warm regards,

THE STRATEGY HOUSE, INC.

A handwritten signature in black ink, appearing to read 'R. Limyansky', with a horizontal line extending from the end of the signature.

Robert M. Limyansky
Partner

Attachment 1 - Affidavit

June 29, 2016

11:44 am

Attachment 1

**June 29, 2016
11:44 am**

JUN 29 11:44 AM 2016

AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

NAME OF FACILITY: MIDDLE TENNESSEE IMAGING, LLC, DBA PREMIER RADIOLOGY, CN1605-016.

I, MARK GAW, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.



Mark Gaw / CFO
Signature/Title

Sworn to and subscribed before me, a Notary Public, this the 28th day of JUNE, 2016, witness my hand at office in the County of DAVIDSON, State of Tennessee.

Glenn Bradley
NOTARY PUBLIC

My commission expires 4/8, 2017.