

Exhibit D  
(UNALTERED ORIGINAL)

EXHIBIT #1

(10)

<TOTAL OF 10 PAGES>

**FRANCIS J. SAVARIRAYAN, M.D.**  
(Pronounced as 'Sava Ryan')  
169 Radio Lane  
Sparta, TN 38583  
Telephone: 931-739-1010  
Cell: 931-510-3965  
Email: savariray@aol.com

**FILED**

JAN 26 2007

TIME 3:50 PM A  
BEVERLY F. TEMPLETON  
CIRCUIT COURT CLERK

**Education:**

Medical Degree-MBBS (M.D.)  
Christian Medical College  
Vellore, Tamil Nadu, India

**Post Graduate Training:**

Residency - Surgery  
Westminster Hospital  
London, Ontario, Canada

**Chief Residency - Urology**  
Boston University Medical Center  
Boston, Massachusetts

Residency - Urology  
Lahey-Hitchcock Clinic  
Boston, Massachusetts

Residency - General Surgery  
Charlton Memorial Hospital, Inc.  
Fall River, Massachusetts

Internship (rotating)  
Lawrence Memorial Hospital  
New London, Connecticut

**Professional:**

Active Staff (On Leave)  
White County Community Hospital  
Sparta, Tennessee

Active Staff & Member, Executive Committee  
Keweenaw Memorial Hospital

Laurium, Michigan 49913

Locum Tenens -- Urology  
Altru Health Systems  
Grand Fork, North Dakota

*Chief of Urology*  
VA Medical Center  
Tuskegee, Alabama

Staff Urologist  
St. Francis Hospital  
Grand Island, Nebraska

Active Staff  
St. Bernard Hospital  
Chicago, Illinois

Attending Staff  
Jackson Park Hospital  
Chicago, Illinois

Chief of Urology  
VA Medical Center  
Danville, Illinois

Attending Staff -- Urologist  
Fogarty Memorial Hospital  
Woonsocket, Rhode Island

Chief of Urology & Administrator  
St. Martin's Hospital  
Ramnad, South India

**Certification & Licensure:**

*Certified, American Board of Urology (active)*  
Illinois Medical License #36050724 (active)  
Michigan Medical License #4301075292 (active)  
Nebraska Medical License #18432 (expired)  
North Dakota Medical License #8063 (expired)  
State of Washington, License#MD00010634 (Active)

State of Tennessee: #MD 37195 (Inactive)

DEA Certified, #BS5850094 (active)

**Memberships:**

American Medical Association,(past)

Fellow, International College of Surgeons and

Regent for the State of Michigan

**Publications:**

: Uremia-its management with presentation of cases F.S. "Antiseptic"

: Allergy: Newer Concepts in Diagnosis and Treatment, F.S. &

: A.L. Patt MD Journal of the C.M.A.I.,

: Syncope following Uretero-sigmoidostomy, F.S. & G. Dixey M.D.,

: "Journal of Urology"

: Pediatric Post-Operative Care in A Community Hospital, F.S., "Journal of the C.M.A.I."

: My original work and my name referenced in Campbell's Textbook of Urology, Vol 3

**Awards & Honors:**

: 1. American Medical Association's Physician Recognition Award

: 2. Fellow & Regent for the State of Michigan, -, International College of Surgeons

: 3. Member(past) Bio-Laser Institute, Chicago, IL

: 4. Biographical sketch in: Marquis 'Who's Who in Medicine

: & in Who's Who among outstanding Americans-US Registry Publication.

**Military Service**

: Major-US Air Force/R (Honorable Discharge)

**Other Interests :** Medical Journalism, teaching, Social work through Church Organizations, tennis, jogging and weight training.



John R. McCauley, M.D., F.A.C.O  
Valorie McCauley, RNC

415 Sewell Rd Suite B • Sparta TN 38583

(931) 738-9

July 28, 2003

Re: Francis J. Savarirayan, M.D.

Dear Sir or Madam:

The above named physician is applying to your institution for urologic privileges.

Although I have not known Dr. Savarirayan for a long period of time, my association with him here at White County Community Hospital has assured me that he is a competent urologist and very capable in this field. In cases that I have been associated with him, he has proven himself to be technically capable and competent.

I have no reservations in recommending him for privileges at your institution.

Sincerely,

John R. McCauley, M.D.

JM/tp  
R: 7/25/03  
T: 7/28/03

# KEWEENAW MEMORIAL HEALTH CENTER

205 Osceola Street • Laurium, Michigan 49913-2199  
110 Cabaret Street • Lake Linden, Michigan 49945-1308

**UPPER LEVEL**  
906-337-6580  
906-337-6582 fax

**FAMILY PRACTICE**  
Glori Lewis, MD  
Scott Walsh, MD, ABFP  
Jo Foley, PA-C

**FAMILY PRACTICE  
GERIATRICS**  
Judy W. Lucas, MD, ABFP  
Thomas M. McCosson, MD, ABFP

**GENERAL SURGERY**  
Timothy C. Nelson, MD

**OB/GYN  
REPRODUCTIVE  
ENDOCRINOLOGY**  
Seven Woodcock, MD

**OPERATIONS MANAGER**  
Sylvia W. Howard, MS, MT(ASCP)  
906-337-6577

**GROUND LEVEL**  
906-337-6549  
906-337-6582 fax

**FAMILY PRACTICE**  
Bennie Hefner, MD, ABFP  
Teresa C. Shankman, DO  
Dennis M. Paul, FNP

**PEDIATRICS**  
James R. Black, MD, FAAP

**UROLOGY**  
Francis J. Sawicki, MD, DABU, FICS

**DIRECTOR, HEALTH PROGRAMS**  
Kenneth E. Bower, MD, MPH  
906-337-6589

June 27, 2001

To Whom It May Concern

Re: Francis Savarirayan, MD

Dear Sir or Madam:

It is my pleasure to recommend to you Dr. Francis Savarirayan for a position of urologist at your institution. He has been a member in good standing our medical staff since August of 2000. He has been prompt with his consultations, easily accessible, thorough and complete with records and attendance at medical staff meetings.

I have no reservations recommending him for your facility.

Sincerely,  


Thomas M. McCosson, MD

TMM:jdg

# White County Medical Associates

457 Vista Dr.  
Sparta, TN 38583  
Tel: (931) 738-4595  
Fax: (931) 738-4596

*Manu Arora*  
Internal M  
Gastroenterology and Hep  
*Billy C. Jones, M.S., D.Pi*  
Internal M  
*Linda Stever, RN*  
Family Nurse Prac

August 25, 2003

Frances Sevarirayan M.D.

Dear Sir or Madam:

I have known Dr. Sevarirayan since his arrival in Sparta approximately four months ago. During that time, I have consulted Dr. Sevarirayan several times for urologic/medical management of patients. I have always found Dr. Sevarirayan to conduct himself in a professional manner and he appears to have good medical knowledge and provided excellent care. In my interactions with Dr. Sevarirayan I have always found him to be pleasant and conduct himself in a professional manner. I do not hesitate in making recommendations for urological consults with Dr. Sevarirayan and recommend him for medical staff privileges

Sincerely,



Billy C. Jones, D. O.  
White County Medical Associates  
Sparta, TN

B.Mp: Received: 8/25/03 Typed: 8/26/03 Returned: 8/26/03

#1-7

DONALD E. HOARD, M.D., P.C.  
GENERAL UROLOGY, IMPOTENCY AND FERTILITY  
2315 EAST 93rd STREET  
SUITE 238  
CHICAGO, ILLINOIS 60617  
TELEPHONE (773) 731-7400  
FAX (773) 731-7482

March 24, 1998

RE: FRANCIS I. SAVARIRAYAN, M.D.

To Whom It May Concern:

Dear Sir:

I am writing this letter of recommendation regarding Dr. Savarirayan, whom I have known for eleven years, and who has been affiliated with the VA Medical Center as Chief, Section of Urology. I have known him to be a very good urological clinician. Dr. Savarirayan is well respected by both his patients and his colleagues. I strongly recommend Dr. Savarirayan without reservation.

Sincerely,

  
Donald E. Hoard, M.D.

DEH:dw ;

**Wentworth Memorial Hospital**

**RE: SPANGLIATSI, FRANCIS HEBERARDSON; MD**

**WENTWORTH MEMORIAL HOSPITAL**

- 1. Dates of membership on staff: 22 May 2000
- 2. What was the applicant's staff category? Active
- 3. What was the applicant's Department and Specialty? Urology / Surg
- 4. Based on information contained in the applicant's file, do you believe he/she is qualified for the privileges requested (if applicable)? X Yes No  
If no, please explain: \_\_\_\_\_

5. Please circle the response that best describes the applicant's abilities in the following areas:

Medical/Professional Knowledge:	Four	Marginal	Average	Good	<u>Excellent</u>
Technical & Clinical Skills:	Four	Marginal	Average	Good	<u>Excellent</u>
Professional Judgment:	Four	Marginal	Average	Good	<u>Excellent</u>
Availability for & Thoroughness in Patient Care:	Four	Marginal	Average	Good	<u>Excellent</u>
Medical Record Keeping Thoroughness:	Four	Marginal	Average	<u>Good</u>	Excellent

6. Please indicate and explain any precautions, concerns, or minor deficiencies concerning specific privileges requested by the applicant (if privileges were requested).

**RE: SPANGLIATSI, FRANCIS HEBERARDSON; MD**

**GENERALIST 'continued'**

7. Have you ever observed or been informed of any physical and/or mental health, substance abuse, or other dependent or other problem which the applicant has or had that could impair his ability to exercise any or all privileges requested (if applicable)? X No Yes  
If yes, please explain: \_\_\_\_\_

8. To the best of your knowledge, has the applicant's license, clinical privileges, hospital staff membership, or other professional status ever been denied, challenged, suspended, revoked, notified, restricted, voluntarily or involuntarily surrendered? X No Yes  
If yes, please explain: \_\_\_\_\_

9. Has the applicant been subject to any additional proctoring or monitoring? X No Yes  
If yes, please explain: \_\_\_\_\_

10. Please use this section for any additional comment, information, or recommendations which you believe relevant to our decision in granting staff membership and clinical privileges.

James M. Williams  
Chief of Staff

Thomas M. McCann, MD  
1/30/03



#1-9

DAVID B. STEARNS, M.D.  
415 MARLBOROUGH STREET  
BOSTON, MASS. 02115

KEMOR 6-4262

May 27, 1968

To Whom It May Concern:

I wish to recommend to you Doctor Francis J. Savarirayan who is completing the Residency training course in Urology of the Boston University Medical Center. I have had the opportunity to observe him closely and he has proven himself to be conscientious in his work, very considerate in his handling of patients and has shown unusual technical skill and promise in the surgical aspects of Urology. It has been a pleasure to work with him because of his complete knowledge of each patient. He has shown good judgement and this is such an important aspect of a surgeon. There is no need for me to repeat the extent of his previous training. I am sure that he will cover that in his curriculum vitae.

I recommend him without qualification and particularly to a teaching post because the students who had the opportunity to be taught by him gave high praise to his teaching ability.

Sincerely yours,

  
David B. Stearns, M.D.

Professor of Clinical Urology, Emeritus  
Boston University School of Medicine

DSS:JC

# Honorable Discharge



from the Armed Forces of the United States of America

*This is to certify that*

FRANCIS J SAVARIRATAN                      065324748 MAJ USAF

*was Honorably Discharged from the*

## United States Air Force

*on the* 23RD *day of* AUGUST 1992 *This certificate is awarded*

*as a testimonial of Honest and Faithful Service*

*James H. White*

JAMES H. WHITE, Colonel, USAF

Commander

Air Reserve Personnel Center

DEPARTMENT OF LICENSING AND POOL  
DIVISION OF PROFESSIONAL REGULATION

036.050724

LICENSE NO.

LICENSED  
PHYSICIAN AND SURGEON

FRANCIS J SAVARIRAYAN MD

EXPIRES  
07/31/2011

*[Signature]*  
SIGN

*[Signature]* DEAN MARTINEZ  
SECRETARY

*[Signature]* DANIEL E. BLUMHARDT  
DIRECTOR

The official status of this license can be verified at [www.kdpr.com](http://www.kdpr.com)

33145

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# EXHIBIT #2

< Total of 4 pages >

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Search:

Web Search

**FILED**

JAN 26 2007

TIME 3:45pm  
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CIRCUIT COURT CLERK

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WCH legal 05-06

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## Community Health Systems, Inc. (CYH)

On Nov 2: 32.82 ↑

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#### Community Health Systems, Inc.

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7100 Commerce Way  
 Suite 100  
 Brentwood, TN 37027  
 United States - Map  
 Phone: 615-465-7000  
 Web Site: <http://www.chs.net/>

#### DETAILS

Index Membership: [S&P 400 MidCap](#)  
[S&P 1500 Super Comp](#)  
 Sector: [Healthcare](#)  
 Industry: [Hospitals](#)  
 Full Time Employees: 21,600

#### BUSINESS SUMMARY

Community Health Systems, Inc. provides general hospital healthcare services in the United States. It engages in the ownership, lease, and operation of acute care hospitals. As

#### CORPORATE GOVERNANCE

Community Health Systems, Inc.'s Corporate Governance Quotient (CGQ®) as of 1-Nov-06 is better than 83.9% of S&P 400 companies and 94.9% of Health Care Equipment & Services

of December 31, 2005, the company owned, leased, or operated 70 hospitals, in 21 states, with an aggregate of 7,974 licensed beds. Its hospitals offer a range of inpatient and outpatient medical and surgical services, including orthopedics, cardiology, occupational medicine, diagnostic services, emergency services, rehabilitation treatment, home health, and skilled nursing. The company was founded in 1985 and is based in Brentwood, Tennessee.

**Key Statistics**

**COMPANY WEBSITES**

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**KEY EXECUTIVES**

	Pay	Exercised
<b>Mr. Wayne T. Smith</b> , 60 Chairman, Chief Exec. Officer and Pres	\$ 2.85M	\$ 10.75M
<b>Mr. W. Larry Cash</b> , 57 Chief Financial Officer, Exec. VP	\$ 1.50M	\$ 10.15M
<b>Mr. David L. Miller</b> , 57 Sr. VP of Group Operations	\$ 731.00K	\$ 6.62M
<b>Mr. Gary D. Newsome</b> , 48 Sr. VP of Group Operations	\$ 770.00K	\$ 3.78M
<b>Mr. Michael T. Portacci</b> , 47 Sr. VP of Group Operations	\$ 735.00K	\$ 5.09M

Dollar amounts are as of 31-Dec-05 and compensation values are for the last fiscal year ending on that date. "Pay" is salary, bonuses, etc. "Exercised" is the value of options exercised during the fiscal year.

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### Capital IQ

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Friday, November 3, 2006, 12:46AM ET - U.S. Markets open in 8 hours and 44 minutes. Dow ↓ 0.10% Nasdaq ↓ 0.1

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## Community Health Systems, Inc. (CYH)

On Nov 2: **32.82** ↑

### Key Statistics

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Data provided by Capital IQ, except where noted.

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#### VALUATION MEASURES

Market Cap (intraday):	3.12B
Enterprise Value (3-Nov-06) <sup>2</sup> :	4.60B
Trailing P/E (ttm, intraday):	19.34
Forward P/E (fye 31-Dec-07) <sup>1</sup> :	13.91
PEG Ratio (5 yr expected):	0.99
Price/Sales (ttm):	0.74
Price/Book (mrq):	1.81
Enterprise Value/Revenue (ttm) <sup>3</sup> :	1.17
Enterprise Value/EBITDA (ttm) <sup>3</sup> :	8.609

#### FINANCIAL HIGHLIGHTS

<b>Fiscal Year</b>	
Fiscal Year Ends:	31-Dec
Most Recent Quarter (mrq):	30-Sep-06
<b>Profitability</b>	
Profit Margin (ttm):	3.88%
Operating Margin (ttm):	8.94%
<b>Management Effectiveness</b>	

#### TRADING INFORMATION

<b>Stock Price History</b>	
Beta:	0.17
52-Week Change <sup>3</sup> :	-10.98%
S&P500 52-Week Change <sup>3</sup> :	11.82%
52-Week High (01-Dec-05) <sup>3</sup> :	40.72
52-Week Low (26-Oct-06) <sup>3</sup> :	31.00

Return on Assets (ttm):	5.89%	50-Day Moving Average <sup>2</sup> :	35.85
Return on Equity (ttm):	11.03%	200-Day Moving Average <sup>3</sup> :	36.58
<b>Income Statement</b>		<b>Share Statistics</b>	
Revenue (ttm):	4.19B	Average Volume (3 month) <sup>3</sup> :	757,388
Revenue Per Share (ttm):	44.676	Average Volume (10 day) <sup>3</sup> :	1,760,090
Qtrly Revenue Growth (yoy):	20.90%	Shares Outstanding:	95.13M
Gross Profit (ttm):	1.80B	Float:	93.80M
EBITDA (ttm):	567.82M	% Held by Insiders <sup>4</sup> :	1.44%
Net Income Avl to Common (ttm):	188.71M	% Held by Institutions <sup>4</sup> :	92.10%
Diluted EPS (ttm):	1.70	Shares Short (as of 10-Oct-06) <sup>3</sup> :	1.48M
Qtrly Earnings Growth (yoy):	-80.80%	Short Ratio (as of 10-Oct-06) <sup>3</sup> :	2.2
<b>Balance Sheet</b>		Short % of Float (as of 10-Oct-06) <sup>3</sup> :	1.80%
Total Cash (mrq):	13.44M	3:	
Total Cash Per Share (mrq):	0.141	Shares Short (prior month) <sup>3</sup> :	1.17M
Total Debt (mrq):	1.81B	<b>Dividends &amp; Splits</b>	
Total Debt/Equity (mrq):	1.062	Forward Annual Dividend Rate <sup>5</sup> :	N/A
Current Ratio (mrq):	1.759	Forward Annual Dividend Yield <sup>5</sup> :	N/A
Book Value Per Share (mrq):	17.961	Trailing Annual Dividend Rate <sup>3</sup> :	N/A
<b>Cash Flow Statement</b>		Trailing Annual Dividend Yield <sup>3</sup> :	NaN%
Operating Cash Flow (ttm):	343.34M	5 Year Average Dividend Yield <sup>5</sup> :	N/A
Levered Free Cash Flow (ttm):	-86.74M	Payout Ratio <sup>5</sup> :	N/A
View Financials (provided by EDGAR Online):		Dividend Date <sup>3</sup> :	N/A
Income Statement - Balance Sheet		Ex-Dividend Date <sup>5</sup> :	N/A
Cash Flow		Last Split Factor (new per old) <sup>2</sup> :	N/A
		Last Split Date <sup>3</sup> :	N/A

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**Abbreviation Guide:** K = Thousands; M = Millions; B = Billions

mrq = Most Recent Quarter (as of 30-Sep-06)

ttm = Trailing Twelve Months (as of 30-Sep-06)

yoy = Year Over Year (as of 30-Sep-06)

lfy = Last Fiscal Year (as of 31-Dec-05)

fye = Fiscal Year Ending

<sup>1</sup> = Data provided by Thomson; <sup>2</sup> = Data provided by EDGAR Online;

<sup>3</sup> = Data derived from multiple sources or calculated by Yahoo! Finance;

<sup>4</sup> = Data provided by Computershare; <sup>5</sup> = Data provided by Hearncoff Americas

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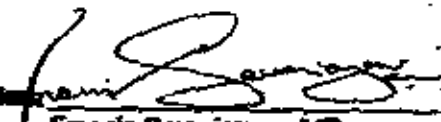
# RECRUITMENT AGREEMENT EXHIBIT #3

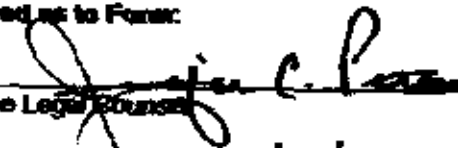
↳ Total = 12


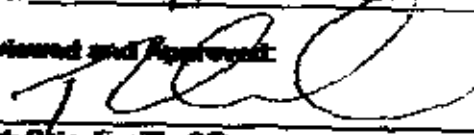
Date of Agreement: October 11, 2002 Physician Name: Francis Sevarirayan, MD  
Hospital Name: White County Community Hospital Specialty: Urology  
Hospital Legal Entity: Sparta Hospital Corporation Telephone Number: 906-483-4020  
Address of Hospital: Address of Physician at Date of Agreement:  
401 Sewell Road 340 Navy Street, Unit 10  
Sparta, TN 38583 Hancock, MI 49930  
Community: Sparta, Tennessee Social Security Number: 045-38-4748  
Practice Commencement Date: February 15, 2003 State(s) of Licensure: MI, ND, NE, IL, WA  
Terms of the Agreement: Thirty-six (36) Months Relocation Expense Amount: Up to \$10,000.00 upon submission of relocation receipts  
Guarantee Period: Twelve (12) Months CME Amount: \$ 2,000.00  
Total Guarantee Amount: \$ 425,004.00 Marketing Expense Amount: Up to \$20,000.00  
Monthly Guarantee Amount: \$ 35,417.00 Sign-On Bonus: \$ 25,000.00 / Pj /

The attached Standard Terms and Conditions are incorporated into the Recruiting Agreement.

## SIGNATURES AND APPROVALS: (See paragraph E.2 of the Standard Terms and Conditions)

Physician:   
Francis Sevarirayan, MD  
Date: 10/31/2002

Approved as to Form:  
In-House Legal Counsel:   
Date: 11/13/02

Hospital Legal Name:  
Sparta Hospital Corporation d/b/a White County Community Hospital  
  
Gary Newell, President  
Date: 11-12-02  
Reviewed and Approved:  
  
Mark Chan, Facility Officer  
Date: 11/1/02



**RECRUITMENT AGREEMENT**  
**TERMS AND CONDITIONS**

**WHEREAS**, Hospital is committed to the community served by Hospital ("Community");  
and

**WHEREAS**, Hospital seeks to enhance the quantity and quality of physician skills in Physician's Specialty in the Community; and

**WHEREAS**, Hospital has determined that there is an objective and defined need for additional physicians practicing Physician's Specialty in the Community; and

**WHEREAS**, Hospital and Physician understand that this Agreement does not create the relationship of employer and employee and that Physician at all times acts as an Independent Contractor; and

**WHEREAS**, Hospital and Physician recognize that the choice of service providers for his patients is a decision made by Physician with regard to the best interest of his patients and that this Agreement is in no way conditional on the use of Hospital's services by Physician; and

**WHEREAS**, Physician agrees to relocate his practice, or establish his initial private practice, in the Community; and

**WHEREAS**, Hospital desires to assist Physician in establishing his practice;

**NOW THEREFORE**, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**A. Summary of Terms of Agreement**

1. The term of this Agreement shall begin on the Practice Commencement Date and continue until the expiration of the Practice Commitment Period ("Term of Agreement").
2. The Covenants of Physician and of Hospital are defined in Sections B and C of this Agreement.
3. The Cash Collections from Professional Services Guarantee is defined in Section D of this Agreement.

**B. Considerations and Covenants of Physician**

1. Physician shall, on the Practice Commencement Date, engage in the full-time private practice of medicine in the Community within a reasonable distance from the Hospital, as determined by the Hospital's medical staff bylaws. During the Term of the Agreement, Physician's "Full-time Private Practice of Medicine in the Community" shall be defined as the devotion of a minimum of forty (40) hours per week to the practice of Physician's Specialty in the Community. Physician may make changes to the established practice schedule with prior written notice to the Hospital, provided, however, in no event shall the total minimum hours be less

than forty (40) hours per week. Excepted from the minimum hours are sick days (not to exceed 10 business days per year), holidays (not to exceed 9 business days per year), vacation days (not to exceed 15 business days per year), and attendance at medical seminars (not to exceed 5 business days per year). Any *locum tenens* coverage needed to meet the Full-time Private Practice of Medicine in the Community requirements of the Agreement shall be at the expense of the Physician.

2. In order to expedite the establishment of his practice, Physician agrees to promote and market his practice in any reasonable way open to him during the Term of the Agreement, which includes but is not limited to the execution of reasonable promotion/marketing guidelines established by the Hospital. Physician also agrees to attend, at the expense of Hospital, a practice management/marketing seminar offered by the Physician Practice Support Team.
3. Physician shall achieve and maintain membership in good standing on the Active medical staff of the Hospital, complying fully with all bylaws, rules, and regulations of the medical staff, and shall discharge all administrative and professional responsibilities of a member of the medical staff of the Hospital, including providing emergency room coverage, in Physician's specialty, for patients of Hospital's emergency room. *Physician shall also be on call for two weekends per month. Update call for first month.*
4. *for one week.*  
Physician shall maintain an unrestricted license to practice medicine in the state in which Hospital is located.
5. During the Term of the Agreement, Physician shall (i) provide appropriate care and supervision of his patients, (ii) participate, in accordance with Hospital policies, in the Hospital's quality assurance program and any educational programs conducted by the Hospital's medical staff necessary to assure the Hospital's compliance with accrediting requirements, (iii) conduct his professional and administrative duties in such a manner as may be required by any standard, ruling, or regulation of any federal, state, or local government agency, corporate entity, or individual exercising authority with respect to or affecting the Hospital, (iv) perform such administrative services as may be reasonably requested by the Hospital, (v) maintain his full-time practice of medicine and primary residence in Community for the Term of Agreement from the Practice Commencement Date, (vi) provide a reasonable amount of care for indigent patients both in the Physician's office and to Hospital inpatients, (vii) provide services to patients without discrimination as to payer source, including but not limited to Medicare and Medicaid beneficiaries and (viii) not disclose the content of this Agreement to any third party other than legal counsel, family, accountant, employer or professional associate while the Agreement is in effect except as required by law.
6. Physician agrees to establish and implement a billing and collection process and procedures as of the Practice Commencement Date. Billing and collection efforts will be performed timely and accurately, and performed in accordance with accepted standards for a medical practice. Physician recognizes that the timeliness and completeness of the performance of billing and collection efforts is required in order to establish the amount of the Guarantee Payment to be paid by

Hospital each month, and that gross failure of these activities may cause the guarantee payment to be modified or discontinued, until such time as Physician's records indicate billing and collections efforts are current and complete. Physician shall operate his practice in a professional manner and shall bill for services rendered on a regular basis, within ten (10) days of service, and make every effort to collect from patients, insurers, etc.

7. Physician shall, as a condition of Hospital's Guarantee Payment pursuant to Section D, make his books and accounting records available to the Hospital and its Physician Practice Support Team during the Guarantee Period and for a period of ninety (90) days thereafter.
8. Physician shall discharge his obligations hereunder on a regular and continuous basis. Any vacation time taken by Physician during the Guarantee Period shall be at a time and of a duration that is consistent with quality patient care and medical staff service needs as mutually agreed upon by Physician and Hospital. If the Physician fails to render his services pursuant to this Agreement for a period of ten (10) consecutive business days during the Guarantee Period without Hospital and Physician's mutual agreement, he shall have failed to carry out his covenants herein on a regular and continuous basis.
9. Physician recognizes that Hospital will from time to time participate in reimbursement plans offered by various health care payers, such as HMO's, managed care plans, networks, IPA's, PHO's, insurance companies, self-funded plans, government reimbursement plans and similar organizations. During the Guarantee Period, Physician hereby agrees to participate in any such plans to the extent requested to do so by Hospital. Physician shall have made application and completed all necessary credentialing requirements for said payers at least ninety (90) days prior to the Practice Commencement Date. Physician agrees that should he not have completed credentialing requirements for said payers by the practice commencement date, Hospital may suspend or cease any Guarantee Payments under Section D and all other assistance under the Agreement until all required documentation is complete and in effect.
10. Physician shall have all the following in place prior to Physician's Practice Commencement Date: satisfactory verification of references and credentialing and required licensure and provider numbers (Medicare/Medicaid) necessary to bill and collect for services rendered. Physician agrees that should he not have completed all references, credentialing, appropriate provider numbers, licensure, credit and criminal check review and any and all additional documentation by the Practice Commencement Date, Hospital will not provide any guarantee payments or any other assistance until all required documentation is complete and in effect.
11. Physician shall participate in and adhere to Hospital's compliance program and all policies and procedures adopted pursuant thereto.
12. Physician shall obtain and carry professional and comprehensive general liability insurance in an amount and type consistent with the policies of the Hospital, covering Physician and all of Physician's personnel, if any, with company or companies and under contracts deemed acceptable by Hospital. Physician shall

provide Hospital with proof that such coverage is in current effect. Such policies shall provide for at least thirty (30) days written notice to Hospital before any alteration of coverage may take effect.

13. During the Guarantee Period and for two (2) years thereafter, Physician agrees not to invest any monies in or become the employee of any other medical or Hospital facility except Physician's own private practice, within fifty (50) miles of the Hospital, *except as otherwise indicated herein.*
14. For the one (1) year period commencing with the termination or expiration of this Agreement for any reason, Physician shall not sell his medical practice (either by selling the assets or stock associated with his medical practice) to any entity without first offering the opportunity to purchase such practice to Hospital or affiliate of Hospital in accordance with this Section. Upon Physician's receipt of an offer to purchase his practice that Physician intends to accept (the "Offer"), Physician shall forward a copy of the Offer (or, if the Offer is oral, a description of the Offer) to Hospital or affiliate of Hospital within five (5) business days of its receipt. Hospital or affiliate of Hospital shall have thirty (30) days during which to determine whether it will purchase Physician's practice on the same terms and conditions as set forth in the Offer. On or before the expiration of such thirty (30) day period, Hospital or affiliate of Hospital shall send written notice to Physician indicating whether Hospital or affiliate of Hospital intends to purchase Physician's practice on the terms and conditions as set forth in the Offer. In the event that Hospital or affiliate of Hospital declines to purchase Physician's practice, Physician shall be free to sell his practice to the entity making the Offer. In the event that Hospital or affiliate of Hospital elects to purchase Physician's practice, Hospital or affiliate of Hospital shall purchase Physician's practice on the same terms and conditions as set forth in the Offer (provided, however, that such terms and conditions may be altered by Hospital or affiliate of Hospital only to the extent necessary to comply with applicable law). In the event that the Offer does not contain a proposed closing date, the sale of Physician's practice shall take place within sixty (60) days from the date that Hospital or affiliate of Hospital notifies Physician of its intent to purchase the practice.
15. Physician represents that he has not been suspended, excluded, or debarred from participating in any Government Payer Program. In the event Physician becomes suspended, excluded or debarred from participating in any Government Payer Program, Hospital may terminate this Agreement immediately.
16. Any breach or non-fulfillment by Physician of the foregoing conditions shall be considered a failure of a material condition of this Agreement. Any breach or failure to fulfill any other provision of this Agreement by Physician shall be considered a substantial breach of this Agreement by Physician. If there is such a breach, Hospital may, at its option, terminate this Agreement immediately. In addition, it may do any or all of the following:
  - A. Terminate any further assistance to the Physician; and
  - B. Recover any payments as well as an amount equal to the value of any other assistance provided to Physician pursuant to this Agreement.

17. *FB mi* ~~Physician shall defend, indemnify, and hold Hospital, its directors, officers, stockholders and employees harmless from and against any and all claims, demands, liabilities, damages, expenses (including attorney's fees) for injury to persons or damage to property caused or alleged to have been caused by the negligent acts of Physician, his agents, servants, or employees. This indemnity Agreement is specifically intended to apply to, but is not limited to, those situations wherein the Hospital is held vicariously liable for negligent acts of the Physician, or wherein it is claimed that the Hospital is vicariously liable for said negligent acts.~~

C. Considerations and Covenants of Hospital

1. Guarantee of Cash Collections From Professional Services. Hospital shall guarantee that Physician's Cash Collections from Professional Services will not, during the Guarantee Period, be less than the Total Guarantee Amount. Physician's Guarantee of Cash Collections from Professional Services covers a reasonable portion of Physician's practice overhead expenses and income. The method by which this monthly guarantee shall be paid is set forth in Section D.
2. Practice Establishment. Hospital shall provide professional medical practice establishment assistance to help ensure an expeditious and efficient practice start-up. Hospital will pay for Physician to attend a practice management/marketing seminar offered by the Physician Practice Support Team. At any time during the Guarantee Period, the Hospital may request that the Corporate Physician Practice Support Team assist the Physician with additional practice management and/or marketing education sessions at no cost to Physician.
3. Marketing Expense. Hospital shall reimburse Physician for reasonable marketing expenses, not to exceed the Marketing Expense Amount, of (i) placing local newspaper advertisements announcing the Physician's new business location, (ii) printing and mailing announcement cards, and (iii) placing listings in local telephone directories. Reimbursement for marketing expenses shall be paid upon presentation by Physician of invoices and supporting documentation evidencing such expenditures, on or before six (6) months after the Practice Commencement Date. In the event Physician fails to maintain a Full-time Private Practice of Medicine in the Community for the duration of the Term of the Agreement, Physician shall immediately, upon demand, pay to Hospital the unamortized amount of the total sums paid on behalf of Physician pursuant to this Agreement (amortized over the Term of the Agreement at a monthly rate of one thirty-sixth (1/36th) of Physician's debt). Marketing expenses will be reported on Physician's Form 1099 in the year payment is made.
4. Relocation Expense. Hospital agrees to pay the reasonable expenses, incurred by Physician and Physician's family in connection with Physician's relocation to the Community. Upon Physician's relocation to the Community, Hospital shall pay to Physician for his relocation expenses an amount equal to the Relocation Expense Amount. In the event Physician fails to maintain a Full-time Private Practice of Medicine in the Community for the duration of the Guarantee Period, Physician shall immediately, upon demand, pay to Hospital the unamortized amount of the total sums paid on behalf of Physician pursuant to this Agreement

(amortized over the Guarantee Period at a monthly rate of one twelfth (1/12th) of Physician's debt). Relocation expenses will be reported on Physician's Form 1099 in the year payment is made.

5. Continuing Medical Education Expense. To further induce Physician to relocate to the Community, Hospital agrees as limited herein to reimburse Physician for reasonable expenses (e.g., food, lodging, travel, and registration fees) incurred by Physician attending his national Specialty meeting or similar Continuing Medical Education (CME) meeting of Physician's choice. This shall be a one time reimbursement. Such reimbursement shall be limited to the CME Amount and shall be paid upon presentation of invoices and supporting documentation evidencing such expenditures, on or before twelve (12) months after the Practice Commencement Date. In the event Physician fails to maintain a Full-time Private Practice of Medicine in the Community for the duration of the Term of the Agreement, Physician shall immediately, upon demand, pay to Hospital the unamortized amount of the total sums paid on behalf of Physician pursuant to this Agreement (amortized over the Term of the Agreement at a monthly rate of one thirty-sixth (1/36th) of Physician's debt). Continuing Medical Education expenses will be reported on Physician's Form 1099 in the year payment is made.

6. Sign-On Bonus. To further induce Physician to relocate to the Community and to cover additional expenses in connection with such relocation and the establishment of Physician's practice, Hospital agrees to pay to Physician the Sign-On Bonus Amount. The Sign-On Bonus Amount shall be paid upon full execution of the Agreement. In the event Physician fails to relocate to the Community by the Practice Commencement Date and/or fails to maintain a Full-time Private Practice of Medicine in the Community during the Term of the Agreement, Physician shall, upon demand, pay to Hospital the unamortized amount of the total sums paid on behalf of Physician pursuant to this Agreement (amortized over the Term of the Agreement at a monthly rate of one thirty-sixth (1/36th) of Physician's debt). The Sign-on Bonus amount will be reported on Physician's Form 1099 in the year payment is made.

7. Indemnification and Hold Harmless. Hospital shall defend, indemnify, and hold Physician, his agents, servants and employees harmless from and against any and all claims, demands, liabilities, damages and expenses (including attorney's fees) for injury to persons or damage to property caused by or asserted to have been caused by the negligent acts of Hospital, its agents, servants or employees. This indemnity agreement is intended to apply to all claims made against Physician by reason of Hospital equipment or acts of Hospital employees, but is not intended to apply to conduct of Hospital employees while acting pursuant to the instructions of Physician.

D. Hospital's Guarantee of Minimum Cash Collections to Physician From Professional Services

1. During the Guarantee Period, beginning on the Practice Commencement Date, Hospital agrees to advance to Physician certain amounts of money which Hospital shall provide as a guarantee of "Cash Collections from Professional Services" (as defined hereinafter) for Physician of the Monthly Guarantee

Amount. The payments shall be made in accordance with Paragraphs D.2 and D.3 of the Agreement. The term "Cash Collections from Professional Services" shall include all Cash Collections resulting from Physician's performance of medical services for patients, regardless of where or to whom such medical services are provided, and any fees paid to Physician for teaching, writing, or speaking concerning medical or medically related matters. **PHYSICIAN'S CASH COLLECTIONS FROM PROFESSIONAL SERVICES SHALL BE CALCULATED ON THE BASIS OF THE AMOUNT COLLECTED FOR SUCH SERVICES AND ACTIVITIES.**

2. At the end of each calendar month during the Guarantee Period, Hospital shall pay to Physician the amount by which Physician's Cash Collections from Professional Services are less than the Monthly Guarantee Amount (See Example I Attached). The amount so paid shall be the "Guarantee Payment." If the first and/or last months of the Agreement is/are less than full calendar months, Physician's Cash Collections for Professional Services shall be pro rated accordingly.
3. On or before the fifth (5th) day of each month during the Guarantee Period, Physician shall furnish Hospital with a statement of Physician's Cash Collections from Professional Services for the previous calendar month. Monthly payments shall be made within ten (10) business days following receipt of Physician's statement of Cash Collections from Professional Services. If, however, during any month during the Guarantee Period, Physician's Cash Collections from Professional Services are equal to or exceed the Monthly Guarantee Amount, Hospital shall have no obligation hereunder to pay Physician any amount for such month. Further, if during any month during the Guarantee Period Physician's Cash Collections from Professional Services exceed the Monthly Guarantee Amount, such excess amount ("Excess") shall be subtracted from the Guarantee Amount for that next month and from any Guarantee Amounts for subsequent months until the Excess has been reduced to zero (0), at which point the Guarantee Payments shall resume. If at any time during the Guarantee Period, Physician's Cash Collections from Professional Services total the Total Guarantee Amount, the Hospital shall have no further obligation to pay Physician any amounts hereunder (See Example I Attached). During the Term of the Guarantee and for a period of ninety (90) days thereafter, Hospital shall have the right to review and audit Physician's books and records for whatever period of time is necessary to assure compliance with this Agreement.
4. At the end of the Guarantee Period, an audit of Physician's financial records shall be performed by a representative of Hospital to certify the Physician's Cash Collections from Professional Services and the amount of the Guarantee Payments made during the Guarantee Period. The Physician Recruitment Audit Form shall be completed and signed by the Hospital Chief Executive Officer and Physician within fifteen (15) days after the end of the Guarantee Period.
5. At the conclusion of the Guarantee Period, Physician agrees to repay all Guarantee Payments advanced by Hospital to Physician as set forth herein. In recognition of the fact that Physician is initiating a start-up practice and to induce Physician to remain in the Community beyond the Guarantee Period, Hospital agrees that it will forgive and cancel a pro rata amount of Physician's debt to

Hospital for each full calendar month Physician remains in the Full-time Private Practice of Medicine in the Community after the end of the Guarantee Period until the conclusion of the Term of the Agreement and continue to meet the obligations of Physician set forth in the Standard Terms and Conditions. Notwithstanding the foregoing, Physician may request a deferred payment plan evidenced by a promissory note from Physician to Hospital in lieu of the forgiveness option as set forth above with repayment to be completed by the end of the Term of the Agreement. Such note shall bear interest at a rate of prime plus two percent (2%), with interest accruing from the end of the Guarantee Period. Physician shall also grant Hospital a perfected security interest in Physician's accounts receivable and/or other assets to be determined at Hospital's sole discretion. Physician shall cooperate fully with Hospital's efforts to obtain repayment.

6. Should the Physician fail to maintain active medical staff privileges at Hospital and a Full-time Private Practice of Medicine in the Community during the Guarantee Period, Physician shall immediately, upon demand, pay to Hospital all the Guarantee Payment amounts paid to Physician to date.
7. In the event Physician fails to maintain a Full-time Private Practice of Medicine in the Community for the remainder of the Term of the Agreement following the Guarantee Period, Physician shall immediately, upon demand, pay to Hospital the unamortized amount of the total Guarantee Payment amounts paid to Physician hereunder (amortized over the remaining Term of the Agreement after the Guarantee Period at a monthly rate of one twenty-fourth (1/24th) of Physician's debt).

E. Miscellaneous

1. Any notice or other communication required or permitted by this Agreement shall be in writing and shall be effective upon hand delivery, deposit with a reputable overnight courier such as Federal Express for overnight delivery, or deposit with certified or registered mail, postage prepaid, return receipt requested, and addressed as to Hospital at Hospital's address or to Physician at Physician's last known business address.
2. This Agreement shall be governed by and interpreted under the laws of state in which Hospital is located. Venue for any action concerning this Agreement between the parties hereto shall be in the county in which the Hospital is located. In the event that such action is brought in or removed to a federal court and no federal court of competent jurisdiction is located within such county, venue for such action shall lie in the nearest county in which a federal court of competent jurisdiction is located. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no amendment, alteration or modification of this Agreement shall be valid unless in each instance such amendment, alteration or modification is expressed in a written instrument <sup>As to</sup> duly executed in the name of ~~the party or parties making such amendment, alteration, or modification.~~ <sup>of</sup> The headings set forth herein are for the purpose of convenient reference only, and shall have no bearing whatsoever on the interpretation of this Agreement. Any waiver of any provision hereof shall not be effective unless expressly made in writing executed by the party to be charged. The failure of any party to insist on performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant --



or condition, and the obligations of the parties with respect thereto shall continue in full force and effect.

3. Attached to this Agreement (Exhibit A) is the Physician Start-Up Timeline. It is the responsibility of the Hospital to complete this Timeline and submit to the Director of Physician Relations by the tenth (10<sup>th</sup>) of each month beginning when Hospital signs this Agreement and continuing until Physician has commenced practice. Physician will assist Hospital in completing the Timeline.
4. **DUE TO THE CONTINGENT NATURE OF THE REPAYMENT OBLIGATIONS, PAYMENTS MADE UNDER THIS AGREEMENT WILL BE REPORTED TO THE IRS ON FORM 1099 IN THE YEAR THE PAYMENTS ARE MADE TO PHYSICIAN AND ON PHYSICIAN'S BEHALF.**
5. **THIS AGREEMENT SHALL NOT BE EFFECTIVE NOR LEGALLY BINDING ON PHYSICIAN OR HOSPITAL UNTIL IT HAS BEEN REVIEWED AND APPROVED IN WRITING BY THE PRESIDENT OF THE OWNER OF HOSPITAL AND BY HOSPITAL'S IN-HOUSE LEGAL COUNSEL.**

**EXAMPLE I**

	<b>Physician's Cash Collections</b>	<b>Hospital Payments</b>
Month 1	\$0.00	\$35,417.00
Month 2	\$5,000.00	\$30,417.00
Month 3	\$10,000.00	\$25,417.00
Month 4	\$15,000.00	\$20,417.00
Month 5	\$20,000.00	\$15,417.00
Month 6	\$25,000.00	\$10,417.00
Month 7	\$30,000.00	\$5,417.00
Month 8	\$35,417.00	\$0.00
Month 9	\$35,417.00	\$0.00
Month 10	\$35,417.00	\$0.00
Month 11	\$35,417.00	\$0.00
Month 12	\$35,417.00	\$0.00
<b>Total Collections</b>	<b>\$282,085.00</b>	
<b>Total Payments</b>		<b>\$142,919.00</b>
<b>Total Pmts. &amp; Collections</b>		<b>\$425,004.00</b>

In Example I, the Cash Collections from Professional Services of the Physician for the Guarantee Period was \$282,085.00. Assuming a Guaranteed Amount of \$425,004.00 and a monthly pro rata portion of the Guaranteed Amount of \$35,417.00, Hospital would pay \$142,919.00 over the Guarantee Period.

AGREEMENT RELEASE

I authorize the hospital, their medical staff and their representatives to consult with the administrators, and members of medical staffs of other hospitals or institutions with which I have been associated and with others, including governmental and professional organizations and past and present malpractice insurance carriers, who may have information bearing on my professional competence, character, and ethical qualifications. I hereby further consent to their inspection of all records and documents, including criminal and credit checks, medical records at other hospitals, that may be material to an evaluation of my professional qualifications and competence to carry out the clinical privileges requested as well as my moral and ethical qualifications for staff membership.

I hereby release from liability all representatives of the center, facility/network and their medical staff for their acts, performed in good faith and without intentional fraud, in connection with evaluating my application and my credentials and qualifications. I hereby release from any liability, all individuals and organizations who provide information to this hospital or its medical staff, in good faith and without intentional fraud, concerning my professional competence, ethics, character, and other qualifications for staff appointment and clinical privileges, and I hereby consent to the release of such information.

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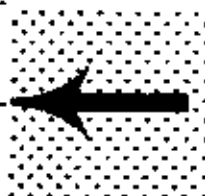
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Francis SAVARINOW M.D.

Print Name

*Francis Savarinow*

Signature



**SIGN  
HERE**

045-38-4748

Social Security Number

10-31-2002

Date

**EXHIBIT #4**

Privacy Statement | W

 American Medical Association

Search our site

Join | Renew | My AMA | Site Ma

AMA Home &gt; Ethics &gt; CEJA &gt;

**FILED**

JAN 26 2007

TIME 3:45 pm a  
BEVERLY B. TEMPLETON  
CIRCUIT COURT CLERK**Principles of Medical Ethics, June 2001****Preamble**

The medical profession has long subscribed to a body of ethical statements developed for the benefit of the patient. As a member of this profession, a physician must recognize responsibilities first and foremost, as well as to society, to other health professionals, and to self. Principles adopted by the American Medical Association are not laws, but standards of conduct that define the essentials of honorable behavior for the physician.

**Principles of Medical Ethics**

- I. A physician shall be dedicated to providing competent medical care, with compassion and respect for human dignity and rights.
- II. A physician shall uphold the standards of professionalism, be honest in all professional interactions, and strive to report physicians deficient in character or competence, or who engage in fraud or deception, to appropriate entities.
- III. A physician shall respect the law and also recognize a responsibility to seek change in laws and regulations which are contrary to the best interests of the patient.
- IV. A physician shall respect the rights of patients, colleagues, and other health professionals, and shall safeguard patient confidences and privacy within the constraints of the law.
- V. A physician shall continue to study, apply, and advance scientific knowledge, maintain a commitment to medical education, make relevant information available to patients, the public, and the profession, obtain consultation, and use the talents of other health professionals as indicated.
- VI. A physician shall, in the provision of appropriate patient care, except in emergencies, choose whom to serve, with whom to associate, and the environment in which to practice.
- VII. A physician shall recognize a responsibility to participate in activities contributing to the improvement of the community and the betterment of public health.
- VIII. A physician shall, while caring for a patient, regard responsibility to the patient as paramount.
- IX. A physician shall support access to medical care for all people.

Adopted by the AMA's House of Delegates June 17, 2001

FILED  
 JAN 26 2007  
 TIME 3:50 PM  
 BEVERLY H. TILLEY  
 CIRCUIT COURT CLERK

EXHIBIT #5

Date	Physician	Patient	Procedure	Yr 1	Yr 2	Yr 3	Complication?
9-04-03	Saverinayan	Grundy, Young	Bilateral Sub capsular orchiectomy	/	/	/	0
9-04-03	Saverinayan	Blackford, Regina	Cystoscopy	/	/	/	0
9-04-03	Saverinayan	Clouse, Truman	Cysto, Poss Bladder Ex Retrograde Cath, Bil Ureters & Kidney Washout, Poss Bil Ureterscopy	/	/	/	0
9-18-03	Saverinayan	Clouse, Truman	TURP - Stone	/	/	/	0
9-20-03	Saverinayan	Cole, Charles	Cysto w/Attempted Stone Removal	/	/	/	0
9-21-03	Saverinayan	Brook, Jeremy	Cysto, Manipulation of Stone, Placement of Stent Right	/	/	/	0
9-23-03	Saverinayan	Martin, Shannon	Cysto, Bi Retrograde Pyelogram	/	/	/	0

2003 - Total: 7 Cases

Total number of Surgeries performed at White County Hospital in 9/02 with one Urologist on the Staff: 0 Cases.

Total number of Surgeries performed with 2 urologists at White County Hospital in 9/02: 7 Cases, which is an astronomical % increase! i.e.: OVER 600% increase in Urologic Surgeries at White County Hospital since I arrived from...

... arrived from...

D

EXHIBIT #6

<Total 3 pages>

American Hospital Directory - CMS Data

ARA DATA Profile  
White Cnty Community Hospital view  
CMS (HCFA) DATA Profile  
WHITE COUNTY COMMUNITY HOSPITAL (440192) view

FILE

JAN 26 2003

3:45 pm  
BY: [unclear]  
[unclear]

CMS Data  
Hospital identification taken from the Medicare Provider of Services Listing  
As updated 03/31/03.

WHITE COUNTY COMMUNITY HOSPITAL  
401 SEWELL RD  
SPARTA, TN 38583  
(931) 738-9211

Medicare Provider Number: 440192

Inpatient Utilization Statistics

All information in this report is taken from  
The Medicare Provider Analysis and Review (MedPAR) file.  
Data are for the federal fiscal year ending 9/30/2002.  
This report is consistent with CMS (HCFA) Data Release policies.

Statistics by Medical Service

Number	Medicare	Inpatients	Average	Length	of Stay	Average	Charges	Medicare	Case Mix	Index (CMI)
Cardiology	1392.71	\$11,3190.98	34							
Medicine	3162.44	\$8,7610.80	53							
Neurology	994.46	\$11,8200.96	37							
Oncology	122.67	\$98,6611.41	67							
Orthopedics	413.32	\$22,6441.32	78							
Psychiatry	18812.03	\$23,2060.77	25							
Pulmonology	2903.62	\$13,6651.13	52							
Surgery	313.10	\$21,8742.05	61							
Urology	612.80	\$9,5920.92	15							
Total	1,1884.52	\$13,8270.98	04							

Note 1 - Medicare Case Mix index is based on the Medicare Prospective Payment System for the corresponding federal fiscal year.  
Note 2 - Click here for description of Medicare Prospective Payment System, DRGs, and case mix index.

Patient Origin for Top 3 Zip Codes

Data are from the Medicare Hospital Market Service Area File for the calendar year ending 12/31/2002 versus prior year.

ZIP Code of Residence	Admissions	Days of Care	Charges	Admissions Inc/(Dec)	Market Share
385837442	539	\$8,986,5464.0	\$44.0		
38585127546	1,815	3835.0	\$31.0		

3855976231\$813,33119.0854.08

## Outpatient Utilization Statistics

All information in the following report is taken from the Hospital OPFS Limited Data Set.

Data are for the 12-month service period ending 12/31/2002.

This report is consistent with CMS (formerly HCFA) Data Release policies.

Statistics for the Top 20 Ambulatory Patient Classifications (APCs).  
(Click here for a description of Medicare APCs).

APC Number	APC Description	Number Patient	Average Charge (1)	Average Cost (2)	
0143	LOWER GI ENDOSCOPY	210	\$2,521	\$494	
0260	LEVEL I PLAIN FILM EXCEPT TEETH	2,319	\$222	\$47	
0332	COMPUTERIZED AXIAL TOMOGRAPHY AND COMPUTERIZED ANGIOGRAPHY WITHOUT	CO290	\$1,501	\$314	
0141	UPPER GI PROCEDURES	114	\$3,552	\$647	
0611	MID LEVEL EMERGENCY VISITS	833	\$314	\$125	
0612	HIGH LEVEL EMERGENCY VISITS	326	\$581	\$232	
0336	MAGNETIC RESONANCE IMAGING AND MAGNETIC RESONANCE ANGIOGRAPHY	WITHOUT	133	\$1,289	\$269
0283	COMPUTERIZED AXIAL TOMOGRAPHY WITH CONTRAST MATERIAL	100	\$1,712	\$358	
0269	LEVEL I ECHOCARDIOGRAM EXCEPT TRANSESOPHAGEAL	180	\$892	\$168	
0041	LEVEL I ARTHROSCOPY	20	\$7,284	\$1,447	
0267	VASCULAR ULTRASOUND	155	\$905	\$190	
0266	LEVEL II DIAGNOSTIC ULTRASOUND EXCEPT VASCULAR	229	\$565	\$118	
0286	MYOCARDIAL SCANS	81	\$1,568	\$325	
0154	HERNIA/HYDROCELE PROCEDURES	12	\$9,644	\$1,869	
0333	COMPUTERIZED AXIAL TOMOGRAPHY AND COMPUTERIZED ANGIO W/O CONTRAST	MAT43	\$2,064	\$433	
0261	LEVEL II PLAIN FILM EXCEPT TEETH INCLUDING BONE DENSITY	MEASUREMENT	226	\$377	\$79
0610	LOW LEVEL EMERGENCY VISITS	454	\$178	\$71	
0099	ELECTROCARDIOGRAMS	373	\$187	\$19	
0100	STRESS TESTS AND CONTINUOUS ECG	103	\$632	\$51	
0337	MRI AND MAGNETIC RESONANCE ANGIOGRAPHY WITHOUT CONTRAST MATERIAL	FOLL46	\$1,405	\$294	
	All other APC codes	1,848			
	Unclassified Services	311,266			
	TOTAL	19,361			

Note (1) -The total charges (covered and non-covered) for all accommodations and services (related to the revenue code) for a billing period before reduction for the deductible and coinsurance amounts and before an adjustment for the cost of services provided.

Note (2) -Charges adjusted to cost using the hospital's specific cost center cost-to-charge ratio

Note (3) - There are no APC codes for some procedures and services.

Financial and Statistical Information

Medicare Cost Reports, period ending 12/31/2002.

Beds and Patient Days by Unit	Available Beds	Inpatient Days
HOSPITAL		
(including swing beds)		
Routine Services	304,204	
Special Care	4341	
Nursery	0236	
Total Hospital	344,781	

Financial Statistics \$%

Gross Patient Revenue	\$58,317,71199.64
Non-Patient Revenue	\$211,5120.36
Total Revenue	\$58,529,223
Net Income (or Loss)	\$2,898,7664.95

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Total: 2 pages

furnished to regulatory authorities such as the National Practitioner Data Bank and the Nebraska Board of Medicine and Surgery. This resulted in loss of referrals and business to the plaintiff, including employment opportunities.

13. In February 1995, Padden, Wallace, Forney, and BBGH, among others, placed false information in the National Practitioner Data Bank, stating that the plaintiff had resigned staff privileges at BBGH pending investigation of two requests for corrective action filed by the hospital administrator.

14. In January 1997, Padden and Wallace, among others, provided false information, including information contained in the plaintiff's personnel file at BBGH and the results of the peer review, to Central Alabama Veterans Health Care System (CAVHCS) in connection with the plaintiff's application for reappointment to the staff of CAVHCS. The information was provided only after the plaintiff signed a special release form, prepared by or at the direction of Padden, Wallace, Forney, and Curtiss, among others, which provided absolute immunity to BBGH, its officers, directors, employees, representatives, and staff physicians. Because of the false information, the plaintiff was denied staff advancement at CAVHCS and was subsequently terminated, resulting in loss of income for 6 months and lost employment opportunities elsewhere because of the plaintiff's lack of advancement at CAVHCS.

15. In October 1999, Padden and BBGH, among others, failed to respond to a request for information from Genevys Regional Medical Center (GRMC) in connection with plaintiff's application for staff privileges at GRMC. After failing to respond to this request for approximately 3 months, BBGH, through its attorney, Curtiss, stated that no information would be provided unless the plaintiff signed a special release form which provided absolute immunity to BBGH, its officers, directors, employees, and staff physicians. Because the information was not provided, the plaintiff's application was tabled indefinitely by GRMC and an offer that had been made to the plaintiff to associate with and to purchase a urology

G-2

DATED this 7<sup>th</sup> day of August, 2000.

BY THE COURT:



**Richard G. Kopf**  
United States District Judge

**FILED**

JAN 26 2007

TIME 3:45pm  
BEVERLY E. TEMPLER  
CIRCUIT COURT CLERK

**EXHIBIT #8**

(6 pages)

**FILED**  
DISTRICT COURT  
DISTRICT OF NEBRASKA

30 AUG -7 AM 8:45

SARY D. MCFARLANE  
CLERK

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA**

FRANCIS J. SAVARIRAYAN, M.D., )

Plaintiff, )

vs. )

BOX BUTTE GENERAL HOSPITAL, )  
et al., )

Defendants. )

7:97CV3400

**PRELIMINARY  
PRETRIAL  
CONFERENCE  
ORDER**

IT IS ORDERED that pursuant to the court's Memorandum and Order previously filed this date, and pursuant to Fed. R. Civ. P. 16(e), the following statement of the plaintiff's case shall supersede all prior pleadings by the plaintiff:

**Statement of the Plaintiff's Case**

**I. The Parties**

**A. The Plaintiff**

1. The plaintiff alleges that he is a naturalized United States citizen; that he is a native of India and is non-white; that he currently is a resident of the State of Alabama; that from April 1991 until February 1995, he was a resident of the State of Nebraska and an attending urologist at Box Butte General Hospital in Alliance, Nebraska; and that at all time relevant to his complaint, he has been a Board certified urologist.

## **B. The Defendants**

2. Box Butte General Hospital (BBGH) is alleged to be a county hospital located in Alliance, Nebraska; and a public corporation created pursuant to the laws of the State of Nebraska.

3. Terry Padden (Padden) is alleged to be a resident of Nebraska and the Administrator or President and CEO of BBGH. He is sued in both his official and individual capacity.

4. Dr. Bruce Forney (Forney) is alleged to be a resident of Nebraska and a member of staff and Boards for BBGH. He is sued in both his official and individual capacity.

5. Dr. D. D. Shannon (Shannon) is alleged to be a resident of Nebraska and a member of staff and Boards for BBGH. He is sued in both his official and individual capacity.

6. Dr. J. B. Wallace (Wallace) is alleged to be a resident of the State of Nebraska and a member of staff and Boards for BBGH. He is sued in both his official and individual capacity.

7. Terri Curtiss (Curtiss), who is alleged to be a resident of the State of Nebraska and attorney for BBGH. He is sued in both his official and individual capacity.

## **II. Jurisdiction**

8. The court has jurisdiction of this matter pursuant to 28 U.S.C. § 1332 and 28 U.S.C. § 1343.

### **III. The Plaintiff's Claims**

#### **A. Factual Allegations**

9. In June 1993, Forney and Shannon, among others, provided false information to a urology clinic in West Virginia in connection with the plaintiff's application for employment there. An offer of employment to the plaintiff, with a net income guarantee of \$150,000 per year, was withdrawn by the clinic as a result of the false information.

10. In October 1993, Forney and Shannon, among others, provided false information to the N-W Regional Medical Center in Clarksdale, Mississippi, in connection with the plaintiff's application for employment there. An offer of employment to the plaintiff, with net income guarantee of \$175,000 per year plus incentives, was withdrawn by the medical center as a result of the false information.

11. In 1993 and 1994, Padden, Wallace, Forney, and Curtiss, among others, made false accusations against the plaintiff, including: (a) a charge that the plaintiff altered nurse's notes regarding the weight of tissue that was removed during prostate surgery; (b) a charge that the plaintiff improperly treated a patient with kidney stone by performing surgery which was not indicated; and (c) a charge that the plaintiff in performing a TURP (Trans Urethral Resection of the Prostate) procedure removed less tissue than was accepted practice. These charges, along with unnecessary and irrelevant documents, were placed in the plaintiff's personnel file that was maintained by the defendant BBGH.

12. In December 1994, at the instigation of Shannon, Forney, and Wallace, among others, there was conducted a biased peer review process regarding 16 of the plaintiff's patient files, including the patient with the kidney stone as previously referenced. In February 1995, BBGH, among others, caused the results to be

furnished to regulatory authorities such as the National Practitioner Data Bank and the Nebraska Board of Medicine and Surgery. This resulted in loss of referrals and business to the plaintiff, including employment opportunities.

13. In February 1995, Padden, Wallace, Forney, and BBGH, among others, placed false information in the National Practitioner Data Bank, stating that the plaintiff had resigned staff privileges at BBGH pending investigation of two requests for corrective action filed by the hospital administrator.

14. In January 1997, Padden and Wallace, among others, provided false information, including information contained in the plaintiff's personnel file at BBGH and the results of the peer review, to Central Alabama Veterans Health Care System (CAVHCS) in connection with the plaintiff's application for reappointment to the staff of CAVHCS. The information was provided only after the plaintiff signed a special release form, prepared by or at the direction of Padden, Wallace, Forney, and Curtiss, among others, which provided absolute immunity to BBGH, its officers, directors, employees, representatives, and staff physicians. Because of the false information, the plaintiff was denied staff advancement at CAVHCS and was subsequently terminated, resulting in loss of income for 6 months and lost employment opportunities elsewhere because of the plaintiff's lack of advancement at CAVHCS.

15. In October 1999, Padden and BBGH, among others, failed to respond to a request for information from Genesys Regional Medical Center (GRMC) in connection with plaintiff's application for staff privileges at GRMC. After failing to respond to this request for approximately 3 months, BBGH, through its attorney, Curtiss, stated that no information would be provided unless the plaintiff signed a special release form which provided absolute immunity to BBGH, its officers, directors, employees, and staff physicians. Because the information was not provided, the plaintiff's application was tabled indefinitely by GRMC and an offer that had been made to the plaintiff to associate with and to purchase a urology

clinic in Flint, Michigan, with an annual income in excess of \$1 million, was withdrawn.

### **B. The Nature of the Claims**

16. Plaintiff alleges that the defendants, acting under color of state law, discriminated against him because of his ethnicity (East Indian) or other irrational basis. This is an equal protection claim brought under 42 U.S.C. § 1983.

17. Plaintiff alleges that the defendants, by their conduct which was so outrageous in character and so extreme in degree as to go beyond all possible bounds of decency and which is to be regarded as atrocious and utterly intolerable in a civilized community, intentionally or recklessly inflicted emotional distress upon Plaintiff so severe that no reasonable person should be expected to endure it.

18. Plaintiff alleges that the defendants published false, malicious, and defamatory material about Plaintiff with the intent to injure Plaintiff's reputation, as a proximate result of which Plaintiff was damaged.

19. Plaintiff alleges that the defendants intentionally and unjustifiably interfered with a business relationship or expectancy of Plaintiff, as a proximate result of which Plaintiff was damaged.

### **C. The Relief Sought**

The plaintiff seeks to recover special damages for loss of income and lost employment opportunities, general damages, punitive damages, attorney's fees and costs. No injunctive relief is sought.

c  
DATED this 7<sup>th</sup> day of August, 2000.

BY THE COURT:



Richard G. Kopf  
United States District Judge



**FILED**

**EXHIBIT #9**

TENNESSEE.GOV

JAN 26 2007  
 TIME 3:45 pm  
 BEVERLY F. TEMPLETON  
 CIRCUIT COURT CLERK

(TOTAL: 3 pages)

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**PRACTITIONER PROFILE DATA**

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Professions Home Page

Abuse Registry

<b>BARNETT MD, DANIEL RAGON</b>			
<b>PRACTICE ADDRESS:</b>	BLUE CROSS BLUE SHIELD OF TN 801 PINE STREET CHATTANOOGA, TN 37402		
<b>LANGUAGES: (Other than English)</b>	None Reported DOB: 6/28/1958		
<b>SUPERVISING PHYSICIAN:</b>	None Reported		
<b>GRADUATE/POSTGRADUATE MEDICAL/PROFESSIONAL EDUCATION AND TRAINING</b>			
<b>PROGRAM/INSTITUTION</b>	<b>CITY STATE/COUNTRY</b>	<b>DATE OF GRADUATION</b>	<b>TYPE (DEGREE)</b>
EMORY UNIVERSITY	ATLANTA, GA	05/14/1984	MD
<b>OTHER EDUCATION AND TRAINING</b>			
<b>PROGRAM/INSTITUTION</b>	<b>CITY STATE/COUNTRY</b>	<b>FROM</b>	<b>TO</b>
EMORY UNIV.-GEN. SURG. INTERN	ATLANTA, GA	07/01/1984	06/30/
EMORY UNIV.-INT. MED. RESID.	ATLANTA, GA	01/01/1993	12/31/
<b>SPECIALTY BOARD CERTIFICATIONS</b>			
<b>CERTIFYING BODY/BOARD/INSTITUTION</b>	<b>CERTIFICATION/SPECIALTY/SUBSPECIALTY</b>		
AMERICAN BOARD INTERNAL MEDICINE	BOARD CERTIFIED-INT. MEDICINE		
<b>FACULTY APPOINTMENTS</b>			
<b>TITLE</b>	<b>INSTITUTION</b>	<b>CITY/STATE</b>	
None Reported			
<b>STAFF PRIVILEGES</b>			
This practitioner currently holds staff privileges at the following hospital:			
<b>HOSPITAL</b>	<b>CITY/STATE</b>		
None Reported			
This practitioner currently participates in the following TeamCare plan:			
None Reported			
<b>FINAL DISCIPLINARY ACTION</b>			
<b>ACTIONS BY STATE REGULATORY BOARD</b>			

<b>AGENCY</b>	<b>VIOLATION</b>	<b>ACTION</b>
None Reported		
<b>RESIGNATIONS IN LIEU OF TERMINATION</b>		
<b>HOSPITAL</b>	<b>ACTION</b>	
None Reported		
<b>ACTIONS BY HOSPITAL</b>		
<b>HOSPITAL</b>	<b>VIOLATION</b>	<b>ACTION</b>
None Reported		
<b>CRIMINAL OFFENSES</b>		
<b>OFFENSE</b>	<b>JURISDICTION</b>	
None Reported		
<b>LIABILITY CLAIMS</b>		
<p>Some studies have shown that there is no significant correlation between malpractice history and competence. At the same time, the Legislature believes that consumers should have access to malpractice. In these profiles, the Department has given you information about both the malpractice history of the specialty and the physician's history of payments. The Legislature has placed payment amounts into the categories: below average, average, and above average. To make the best health care decisions, you are encouraged to investigate in person. You could also do so especially for high quality care by contacting a doctor but malpractice history.</p> <p style="text-align: center;">When evaluating malpractice data, please keep in mind:</p> <ul style="list-style-type: none"> <li>• Malpractice histories tend to vary by specialty. Some specialties are more likely than others to be litigious. This report compares doctors only to the members of their specialty, not to all doctors. Individual doctor's history were investigated.</li> <li>• The incident causing the malpractice claim may have happened years before a payment is filed. Sometimes, it takes a long time for a malpractice lawsuit to move through the legal system.</li> <li>• Some doctors work primarily with high risk patients. These doctors may have malpractice history higher than average because they specialize in cases or patients who are at very high risk for litigation.</li> <li>• Settlement of a claim may occur for a variety of reasons which do not necessarily reflect upon professional competence or conduct of the provider. A payment in settlement of a medical malpractice claim should not be construed as creating a presumption that medical malpractice has occurred.</li> </ul> <p>You may wish to discuss information provided in this report, and malpractice generally, with your doctor. The Department can refer you to other articles on this subject.</p> <p style="text-align: center;">The Health Department started getting reports for claims paid after May, 1992. Settlements valued below \$75,000 are not included here.</p>		
<b>DATE</b>	<b>Settlement amount was:</b>	
None Reported		
<b>OPTIONAL INFORMATION</b>		
<b>COMMUNITY SERVICE / AWARD / HONOR</b>		
<b>DESCRIPTION</b>	<b>ORGANIZATION</b>	
None Reported		
<b>PUBLICATIONS</b>		
<b>TITLE</b>	<b>PUBLICATION</b>	<b>DATE</b>
None Reported		




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<input checked="" type="checkbox"/> Tennessee Department of Health
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< Total: 3pg

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Department of Health  
Kenneth S. Robinson, MD, Commissioner



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TIME  
BEVERLY S. WATSON  
CIRCUIT CLERK

<b>SAVARRAYAN MD, FRANCIS JERUDASSON</b>			
<b>PRACTICE ADDRESS:</b>		TENNESSEE UROLOGY CLINIC PC 435 SEWELL RD #A SPARTA, TN 38583	
<b>LANGUAGES: (Other than English)</b>		None Reported	
<b>SUPERVISING PHYSICIAN:</b>		None Reported	
<b>GRADUATE/POSTGRADUATE MEDICAL/PROFESSIONAL EDUCATION AND TRAINING</b>			
<b>PROGRAM/INSTITUTION</b>	<b>CITY STATE/COUNTRY</b>	<b>DATE OF GRADUATION</b>	<b>TYPE/DEG</b>
CHRISTIAN MEDICAL COLLEGE	MADRAS MADRAS INDIA	04/01/1960	MD
<b>OTHER EDUCATION AND TRAINING</b>			
<b>PROGRAM/INSTITUTION</b>	<b>CITY STATE/COUNTRY</b>	<b>FROM</b>	<b>TO</b>
LAWRENCE & MEMORIAL HOSPS/INTERNSHIP	NEW LONDON CT	07/01/1963	06/3
TRUESDALE HOSP/SURGICAL RESIDENCY	FALL RIVER MA	07/01/1964	06/3
LAHEY CLINIC/UROLOGY RESIDENCY	BOSTON MA	07/01/1965	06/3
BOSTON UNIV/UROLOGY-CHIEF RESIDENT	BOSTON MA	07/01/1967	06/3
<b>SPECIALTY BOARD CERTIFICATIONS</b>			
<b>CERTIFYING BODY/ BOARD/ INSTITUTION</b>	<b>CERTIFICATION SPECIALTY/ SUBSPECIALTY</b>		
AAM BD OF UROLOGY	UROLOGY		
<b>FACULTY APPOINTMENTS</b>			
<b>TITLE</b>	<b>INSTITUTION</b>	<b>CITY</b>	
None Reported			
<b>STAFF PRIVILEGES</b>			
This practitioner currently holds staff privileges at the following hospitals			
<b>HOSPITAL</b>	<b>CITY/STATE</b>		
KEWEENAW MEMORIAL MEDICAL CTR HOSP	LANSING, MI		

(10-2)

MONTONAGON MEMORIAL HOSP		MONTONAGON, MI	
This practitioner currently participates in the following TennCare plans:			
None Reported			
<b>FINAL DISCIPLINARY ACTION</b>			
<b>ACTIONS BY STATE REGULATORY BOARD</b>			
AGENCY	VIOLATION	ACTION	
None Reported			
<b>RESIGNATIONS IN LIEU OF TERMINATION</b>			
HOSPITAL	ACTION		
None Reported			
<b>ACTIONS BY HOSPITAL</b>			
HOSPITAL	VIOLATION	ACT	
None Reported			
<b>CIVIL OFFENSES</b>			
OFFENSE	JURISDICTION		
None Reported			
<b>LIABILITY CLAIMS</b>			
<p>Some studies have shown that there is an significant correlation between malpractice history and a competence. At the same time, the Legislature believes that consumers should have access to such information. In these profiles, the Department has given you information about both the malpractice in physician's specialty and the physician's history of payments. The Legislature has placed payment in three statistical categories: below average, average, and above average. To make the best health care decisions you should view this information in perspective. You could view an opportunity for high quality care by selecting solely on malpractice history.</p>			
When consulting malpractice data, please keep in mind:			
<ul style="list-style-type: none"> <li>• Malpractice histories tend to vary by specialty. Some specialties are more likely than others to be of litigation. This report compares doctors only to the members of their specialty, not to all doctors within individual doctor's history more meaningful.</li> <li>• The incident causing the malpractice claim may have happened years before a payment is the settlement. It takes a long time for a malpractice lawsuit to move through the legal system.</li> <li>• Some doctors work primarily with high risk patients. These doctors may have malpractice history higher than average because they specialize in cases or patients who are at very high risk for</li> <li>• Settlement of a claim may occur for a variety of reasons which do not necessarily reflect upon professional competence or conduct of the provider. A payment in settlement of a medical malpractice claim should not be considered as creating a presumption that medical malpractice has occurred.</li> </ul>			
<p>You may wish to discuss information provided in this report, and malpractice generally, with your doctor. Department can refer you to other articles on this subject.</p>			
The Health Department started getting reports for claims paid after May, 1988.			
Settlements valued below \$75,000 are not included here.			
DATE	Settlement amount was:		
None Reported			
<b>OPTIONAL INFORMATION</b>			
<b>COMMUNITY SERVICE / AWARD / HONOR</b>			
DESCRIPTION	ORGANIZATION		
(PAST) MAJOR-USAF/R	USA ARMED FORCES		
<b>PUBLICATIONS</b>			

TITLE	PUBLICATION	DATE
SYNCOPE FOLLOWING URETEROSIGMOIDOSTOMY	J OF UROLOGY	06/C
PEDIATRIC POST-OPERATIVE CARE IN A COMMUNITY HOSPITAL	J OF THE CMAI	07/C
ALLERGY: NEWER CONCEPTS IN DIAGNOSIS & TREATMENT	J OF THE CMAI	05/C

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 Nashville, TN 37243-0101  
 615.241.3111

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Institute of Medicine ( )

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Page 1

The knowledgeable health reporter for the *Boston Globe*, Doby Lehman, died from an overdose during chemotherapy. Willie King had the wrong leg amputated. Ben Koff was eight years old when he died during "minor" surgery due to a drug mix-up.

These horrific cases that make the headlines are just the tip of the iceberg. Two large studies, one conducted in Colorado and Utah and the other in New York, found that adverse events occurred in 2.9 and 3.7 percent of hospitalizations, respectively. In Colorado and Utah hospitals, 6.6 percent of adverse events led to death, as compared with 13.6 percent in New York hospitals. In both of these studies, over half of these adverse events resulted from medical errors and could have been prevented.

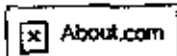
When extrapolated to the over 33.6 million admissions to U.S. hospitals in 1997, the results of the study in Colorado and Utah imply that at least 44,000 Americans die each year as a result of medical errors. The results of the New York Study suggest the number may be as high as 98,000. Even when using the lower estimate, deaths due to medical errors exceed the number attributable to the 8th-leading cause of death. More people die in a given year as a result of medical errors than from motor vehicle accidents (43,458), breast cancer (42,297), or AIDS (16,516).

Total national costs (lost income, lost household production, disability and health care costs) of preventable adverse events (medical errors result-

You are here:

About > Education > Geography

EXHIBIT #12



# Geography

<TOTAL: 6 PAGES>

**FILED**

JAN 26 2007

TIME 3:45 pm  
BEVERLY H. HARRIS, CLERK  
CIRCUIT COURT CLERK

## World Life Expectancy Chart

This chart provides the 2000 and 1998 average life expectancies for both sexes in each country of the world. The data comes from the U.S. Census Bureau's [International Data Base](#). The top and bottom three countries are highlighted.

Read my [article about life expectancy](#) to learn more about what these numbers mean.

Country	2000 LE	1998 LE
Afghanistan	45.9	48.8
Albania	71.6	68.6
Algeria	69.7	66.9
Andorra	83.5	83.5
Angola	38.3	47.9
Antigua and Barbuda	70.5	71.2
Argentina	75.1	74.1
Armenia	66.4	66.7
Australia	79.8	79.9
Austria	77.7	77.3
Azerbaijan	62.9	63.3
The Bahamas	71.1	74.0
Bahrain	73.0	75.0
Bangladesh	60.2	56.7
Barbados	73.0	74.8
Belarus	68.0	68.3
Belgium	77.8	77.4
Belize	70.9	69.0
Benin	50.2	53.6
Bhutan	52.4	52.3
Bolivia	63.7	60.9
Bosnia and Herzegovina	71.5	63.0
Botswana	39.3	40.1
Brazil	62.9	64.4
Brunei	73.6	71.7
Bulgaria	70.9	72.0



Burkina Faso	46.7	46.1
Burundi	46.2	45.6
Cambodia	50.5	48.0
Cameroon	54.8	51.4
Canada	79.4	79.2
Cape Verde	68.9	70.5
Central African Republic	44.0	46.8
Chad	50.5	48.2
Chile	75.7	75.2
China	71.4	69.6
Colombia	70.3	70.1
Comoros	60.0	60.4
Congo, Republic of the	47.4	47.1
Congo, Democratic Republic of the	48.8	49.3
Costa Rica	75.8	75.9
Cote d'Ivoire	45.2	46.2
Croatia	73.7	73.8
Cuba	76.2	75.6
Cyprus	76.7	76.8
Czech Republic	74.5	74.1
Denmark	76.5	76.3
Djibouti	50.8	51.1
Dominica	73.4	77.8
Dominican Republic	73.2	69.7
Ecuador	71.1	71.8
Egypt	63.3	62.1
El Salvador	69.7	69.7
Equatorial Guinea	53.6	53.9
Eritrea	55.8	55.3
Estonia	68.5	68.5
Ethiopia	45.2	40.9
Fiji	67.9	68.3
Finland	77.4	77.2
France	78.8	78.5
Gabon	60.1	56.5
The Gambia	53.2	53.9
Georgia	64.5	64.8
Germany	77.4	77.0
Ghana	57.4	56.8
Greece	78.4	78.3
Grenada	64.5	71.4
Guatemala	66.2	66.0
Guinea	45.6	46.0

Guinea-Bissau	49.0	49.1
Guyana	64.0	62.8
Haiti	49.2	51.4
Honduras	69.9	65.0
Hungary	71.4	70.8
Iceland	79.4	78.8
India	62.5	62.9
Indonesia	68.0	62.5
Iran	69.7	68.3
Iraq	66.5	68.5
Ireland	76.8	76.2
Israel	78.6	78.4
Italy	79.0	78.4
Jamaica	75.2	75.4
Japan	80.7	80.0
Jordan	77.4	72.8
Kazakhstan	63.2	63.6
Kenya	48.0	47.6
Kiribati	59.8	62.6
Korea, North	70.7	51.3
Korea, South	74.4	74.0
Kuwait	74.5	75.8
Kyrgyz Republic	63.4	63.8
Laos	53.1	53.7
Latvia	68.4	67.1
Lebanon	71.3	70.6
Lesotho	50.8	54.0
Liberia	51.0	59.5
Libya	75.5	65.4
Liechtenstein	78.8	78.0
Lithuania	69.1	68.8
Luxembourg	77.1	77.5
Macedonia	73.8	72.8
Madagascar	55.0	62.9
Malawi	57.6	56.6
Malaysia	70.8	70.4
Maldives	62.2	67.6
Mali	46.7	47.0
Malta	77.9	77.6
Marshall Islands	65.5	64.5
Mauritania	50.8	50.0
Mauritius	71.0	70.9
Mexico	71.5	71.6

**Heartburn Help**

[GERD Screening Quiz](#)[Heartburn-Free Recipes](#)[Heartburn Prevention Tips](#)[Could Heartburn Lead to Something Worse?](#)[10 Heartburn Myths](#)

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 The page can

The page you are looking for might be experiencing techn your browser settings.

 To attempt fixing  
Tools, and then  
Problems..."

**Other options to try:**

- Click the  Refresh
- If you typed the page that it is spelled corn
- To check your connection then click Internet ( Settings. The settings local area network (L provider (ISP).
- See if your Internet ( You can set Microsoft automatically discover network administrator:
  1. Click the **Tree Options**.
  2. On the **Conn**
  3. Select **Autob** OR.
- Some sites require a menu and then click what strength security
- If you are trying to n Security settings can then click Internet ( the Security section :

Federated States of Micronesia	68.6	68.3
Moldova	64.5	64.3
Monaco	78.8	78.4
Mongolia	67.3	61.5
Morocco	69.1	68.5
Mozambique	57.5	45.4
Myanmar (Burma)	54.9	54.5
Namibia	42.5	41.5
Nauru	60.8	66.7
Nepal	57.8	57.8
Netherlands	78.3	78.0
New Zealand	77.8	77.6
Nicaragua	68.7	66.6
Niger	41.3	41.5
Nigeria	51.6	53.6
Norway	78.7	78.2
Oman	71.8	71.0
Palau	61.1	59.1
Pakistan	68.6	67.5
Panama	75.5	74.5
Papua New Guinea	63.1	58.1
Paraguay	73.7	72.2
Peru	70.0	70.0
Philippines	67.5	66.4
Poland	73.2	72.8
Portugal	75.8	75.7
Qatar	72.4	73.9
Romania	69.9	70.5
Russia	67.2	65.0
Rwanda	39.3	41.9
Saint Kitts and Nevis	70.7	67.6
Saint Lucia	72.3	71.6
Samoa	69.2	68.5
San Marino	81.1	81.4
Sao Tome and Principe	65.3	64.3
Saudi Arabia	67.8	70.0
Senegal	62.2	57.4
Serbia	72.4	n/a
Seychelles	70.4	70.8
Sierra Leone	45.3	48.6
Singapore	80.1	78.5
Slovakia	73.7	73.2
Slovenia	74.9	75.2

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Solomon Islands	71.3	71.8
Somalia	46.2	46.2
South Africa	51.1	55.5
Spain	78.8	77.6
Sri Lanka	71.0	72.8
Sudan	58.6	58.0
Suriname	71.4	70.6
Swaziland	40.4	38.5
Sweden	79.6	78.2
Switzerland	79.6	78.9
Syria	68.5	67.8
Taiwan	76.4	76.8
Tajikistan	64.1	64.5
Tanzania	52.3	46.4
Thailand	68.6	69.0
Togo	54.7	58.8
Tonga	67.9	68.5
Trinidad and Tobago	68.0	70.5
Tunisia	73.7	73.1
Turkey	71.0	72.8
Turkmenistan	60.9	61.3
Turkey	68.3	63.9
Uganda	42.9	42.6
Ukraine	66.0	65.8
United Arab Emirates	74.1	74.9
United Kingdom	77.7	77.2
United States	77.1	76.1
Uruguay	75.2	75.5
Uzbekistan	63.7	64.1
Vanuatu	60.6	61.0
Venezuela	73.1	72.7
Vietnam	69.3	67.7
Yemen	59.8	59.5
Zambia	37.2	37.1
Zimbabwe	37.8	39.2

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Page 1, 2

[Articles by Date](#) | [Articles by Topic](#)

From Matt Rosenberg,  
Your Guide to Geography.  
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**RECRUITMENT AGREEMENT EXHIBIT #13**

Date of Agreement: October 11, 2002

Physician Name: Francis Severdyan, MD

Hospital Name: White County Community Hospital

Specialty: Urology

Hospital Legal Entity: Scots Hospital Corporation

Telephone Number: 905-483-4020

Address of Hospital:

Address of Physician at Date of Agreement:

401 Bessell Road

340 New Street, Unit 10

Scots, TN 38583

Harpock, MI 49930

Community: Scots, Tennessee

Social Security Number: 045-38-4748

Practice Commencement Date: February 15, 2003

State(s) of Licensure: MI, ND, NE, IL, WA

Term of the Agreement: Thirty-six (36) Months

Relocation Expense Amount: Up to \$10,000.00 upon submission of relocation receipt

Guarantee Period: Twelve (12) Months

CME Amount: \$ 2,000.00

Total Guarantee Amount: \$ 425,000.00

Marketing Expense Amount: Up to \$20,000.00

Monthly Guarantee Amount: \$ 35,417.00

Sign-On Bonus: \$ 25,000.00 / \$ 2,083.33

The attached Standard Terms and Conditions are incorporated into the Recruiting Agreement.

**SIGNATURES AND APPROVALS:**  
(See paragraph E.2 of the Standard Terms and Conditions)

Physician:   
Francis Severdyan, MD

Hospital Legal Name: Scots Hospital Corporation d/b/a White County Community Hospital

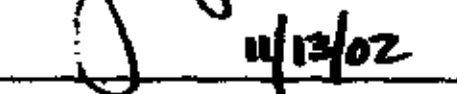
Date: 10/31/2002

President:   
Gary Johnson, President

Date: 11/2/02

Approved as to Form: 

Reviewed and Approved:   
Mark Cain, Facility Officer

In-House Legal Counsel:   
Date: 11/13/02

Date: 1/1/02

**FILED**  
JAN 26 2007  
34500 a

EXHIBIT #14

**U.S. Corporation Income Tax Return**  
 For calendar year 2002 or for year beginning \_\_\_\_\_ ending \_\_\_\_\_

**2002**

**Form 1120**

Employer identification number: **30-2825424**

Business address: **101 Main St., New Haven, CT 06510**

Preparer's name: **WILLIAM S. BURTON, P.C.**

Preparer's address: **101 Main St., New Haven, CT 06510**

Preparer's phone: **379-88-8245**

Preparer's signature: **William S. Burton**

Date: **3/15/03**

Preparer's EIN: **30-3336707**

**Part I**

Line	Description	Amount
1	Gross receipts or other income	1,097,225
2	Cost of goods sold (Schedule A, line 4)	
3	Gross profit. Subtract line 2 from line 1	1,096,225
4	Other income (Schedule C, line 19)	7,37
5	Interest	
6	Dividends	
7	Charitable contributions	
8	Capital gain net income (Schedule D, line 9) (Form 1099-DIV)	10,67
9	Net gain or loss from Form 4252, Part II, line 15 (Schedule D-4252)	-1,60
10	Other income (see page 2 of instructions) (attach schedule)	
11	Total income. Add lines 3 through 10	1,112,67
12	Competition-related expenses (Schedule E, line 4)	781,31
13	Salaries and wages (see employment tax)	43,82
14	Required employer contributions	1,04
15	Bad debts	
16	State	13,84
17	Transportation	29,28
18	Interest	
19	Charitable contributions (see page 11 of instructions for 10% limitation)	
20	Depreciation (Schedule E, line 12)	6,397
21	Loss depletion or other deductions (Schedule A and Schedule C-4252)	
22	Expenses	6,35
23	Advertising	
24	Research, professional, etc. fees	
25	Employer-paid program	10,24
26	Other deductions (Schedule A, line 27)	214,50
27	Total deductions. Add lines 12 through 26	1,111,41
28	Taxable income before net operating loss deduction. Subtract line 27 from line 11	1,20
29	Less: a Net operating loss (NOL) deduction (see page 18 of instructions)	
	b. Small business deduction (Schedule C, line 28)	5,16
30	Taxable income. Subtract line 29 from line 28	5,16
31	Total tax (Schedule J, line 19)	3,95
32	Payments:	
a	2002 estimated tax payments	
b	Employer-paid social security and Medicare taxes	
c	Tax deposited with Form 941	
d	Credit for tax on prior year's net capital gain (attach Form 2132)	
e	Credit for foreign tax on income (attach Form 1042-S). See instructions	
33	Estimated tax paid (see page 14 of instructions). Check if Form 2132 is attached	
34	Tax due. If line 31 is more than line 33, enter amount owed	
35	Overpayment. If line 33 is more than line 31, enter amount overpaid	
36	Enter net after all payments. Credit to 2003 tax year	

**FILED**

**JAN 26 2007**

**TIME 3:50 PM**

**BEVERLY H. PETERSON**

**CIRCUIT COURT CLERK**

Exhibit = 15 a)  
 [Total = 3 Pages]

929 FBI

AUG-15-2005(WON) 15:33

TON NEBEL PC

(FAX)6153291222

P. 002/004

08/15/2005 13:34

BUDWY BICUB-CFA + 16153291222

NO. 003 002

**ATTORNEY CANDIDATE QUESTIONNAIRE**

1) Name: Tom Nebel

2) Law Office Address: Tom Nebel, P.C., 2525 West End Ave., Ste. 1490, Nashville, TN 37203

3) Tennessee License #: Atty. Reg. No. 5206

4) Do you have Professional Liability Insurance? Yes:  No:

5) Do you have any conflict with the OHS (Community Health Systems), its Affiliate Hospitals and physicians? Yes:  No:

6) Has your license to practice Law in Tennessee or any other state ever been revoked or temporarily suspended? Yes:  No:  (If you checked YES, please explain. Use additional space if necessary.)

7) What is the Dollar amount of the largest damage awarded to your client, through settlement or adjudication, in a non-ADA accident, non-physical injury/verbal abuse or Medical Malpractice case? \$ 7,1000,000.00 plus \$2,000,000 in attorney's fees.  
 Dollar amount in words: Seven Million One Hundred Thousand plus Two Million Dollars in attorney's fees.

8) Have you tried cases in the Nashville Federal Court? Yes:  No:

9) Have you argued cases in Federal Appellate Court? Yes:  No:

10) Have you argued cases in the Supreme Court? Yes:  No:

11) Are you eligible to argue cases in the US Supreme Court? Yes:  No:

12) Have you represented clients on a pro hac vice in a different State? Yes:  No:

13) Are you willing to represent clients on pro hac vice in a different State? Yes:  No:

14) Do you intend always to provide legal service to Dr. Saravastyan in good faith and without malice? Yes:  No:



(15a-2)

**ATTORNEY CANDIDATE SUPPLEMENTAL QUESTIONNAIRE**

15. Name: Tom Nobel

1. If you are chosen as the attorney of record for Dr. Szwedkay, are you willing to perform your services on a full contingency fee basis?

Yes X No     

(Dr. Szwedkay shall be responsible for all court costs and pre-approved expenses. If there is no monetary award or recovery of damages by Dr. Szwedkay, then there shall be no Legal fee due to the attorney of record.)

Specifically, Mr. Tom Nobel, would be willing to handle this case on a full one-third (1/3) contingency basis. Mr. Nobel has recommended, and to simplify things, he would waive his retainer, but of course Dr. Szwedkay, would be responsible for the expenses as they are incurred (court superior fees, experts, travel expenses, etc.) Dr. Szwedkay would have the right to pre-approve any expenses over \$100.00, or any unusual expenses, irrespective of the amount involved.

Tom Nobel

8/15/05

Attorney: Tom Nobel J.D.  
(Signature required)

Date

Witnessed By:

(Sign Name) Bronwyn J. Bee  
(Print Name) Bronwyn J. Bee

[15a-3]

16) When discovery is delayed through Protective Order, can, would you file Involuntary Appeals in a timely fashion. (The time reference will be as defined in the Federal Rules of Civil or Appellate Procedure.) Yes: X No:     

17) Will you file an Appeal to the Federal Appellate Court or the US Supreme Court if asked to do so by Dr. Swartzman? Yes: X No:     

18) Do you believe that the US Constitution with its Amendments is the Supreme Law of the United States of America? Yes: X No:     

19) a) If you are chosen as the attorney of record for Dr. Swartzman, are you willing to perform your services on a full contingency fee basis? Yes: X No:     

(Please print an X in the appropriate space.)

b) Within the last 5 (five) years, were you publicly censured by the Tennessee Bar Association, the Nashville Bar Association, or the Board of Professional Responsibility of the Supreme Court of Tennessee? Yes: X No:      (If you checked YES, please explain. Use additional space if necessary.)

*As we discussed in our telephone conversation of August 15, 2005, I was publicly censured in July 2005. You said you had read about it already.*

Do not make any changes other than checking the appropriate boxes, and explanation, when such explanations are allowed in the questionnaire. Please print and sign this document, have this notarized, and fax it to me at 615-329-1222.

I, Tom Nebel I.D., swear and affirm, that the above statements are true and factual to the best of my knowledge.

Tom Nebel  
Attorney *Tom Nebel*

Date: August 15, 2005

Notary Public: *Bronwyn J. Bell*  
My Commission expires *5/26/2008*

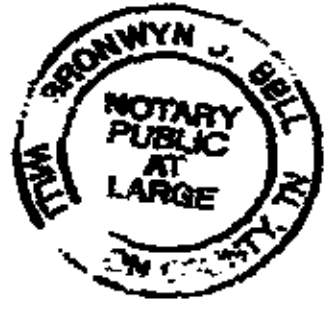


Exhibit 15 b)

**ATTORNEY/CLIENT CONTRACT**

Francis J. Savarirayan, M.D., hereinafter ("Client") employs The Law Offices of Tom Nebel, P.C. (hereinafter "Attorney") to represent me in the prosecution, recovery, and settlement claims and potential claims described in the e-mails attached to this Contract.

Client agrees to pay Attorney for services rendered pursuant to this Contract of Employment a sum equal to thirty-three and one-third percent (33 1/3%) of any recovery of anything of value, whether the recover is in the form of money, stock, real or personal property or any other recovery.

This is a contingent fee contract and Client will owe attorneys NO FEES until the case is concluded. This contract grants Attorney a lien upon any offer of settlement secured during the course of the attorney's representation of the client.

Client will advance the costs incident to the case. Attorneys will attempt to keep costs to a minimum and will expend only those monies deemed necessary to properly prepare a client's case.

Typically, Costs consist of and may include some or all of the following: filing fees, medical records costs, expert deposition fees, court reporter charges and the like. All litigation expenses listed above are out of office third party expenses and will be documented by invoice and canceled checks.

Client expenses generated within the office such as long distance charges, postage, fax transmissions, photocopies, computer maintenance and file set up fee have a fixed charge of \$150.00 payable to Attorney at the time of execution of contract.

No settlement of this claim will be made without the client's consent and approval.

This the \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
THE LAW OFFICES OF TOM NEBEL

\_\_\_\_\_  
FRANCIS J. SAVARIRAYAN, M.D.

ATTORNEY CANDIDATE QUESTIONNAIRE

Exhibit # 16a  
# 16a  
# 16a

- 1) Name: JOHN WAYNE ALLEN
- 2) Law Office Address: 441 EAST BROAD STREET COOKEVILLE TN 38501 (Two pages)
- 3) Tennessee License#: 19045
- 4) Do you have Professional Liability Insurance? Yes  No   
(Type 'X' in the appropriate space)
- 5) Do you have any conflict with the CHS (Community Health Systems), its Affiliate Hospitals and physicians? Yes  No
- 6) Has your license to practice Law in Tennessee or any other state ever been revoked or temporarily suspended? Yes  No  (If you checked "YES", Please explain. Use additional page if necessary.)

7) What is the Dollar amount of the largest damage awarded to your client, through settlement or adjudication, in a non-orth accident, non personal injury wrongful death or Medical Malpractice case? \$80,000  
Dollar amount in words: Eighty THOUSAND  
DOLLARS

- 8) Have you tried cases in the Nashville Federal Courts? Yes  No
- 9) Have you argued cases in a Federal Appellate Court? Yes  No
- 10) Have you argued cases in the US Supreme Court? Yes  No
- 11) Are you eligible to argue cases in the US Supreme Court? Yes  No
- 12) Have you represented clients on a pro hac vice basis in a different State? Yes  No
- 13) Are you willing to represent clients on pro hac vice in a different State? Yes  No
- 14) Do you intend always to provide legal service to Dr. Swainson, in good faith and without malice? Yes  No
- 15) If you are accepted as the attorney of record for Dr. Swainson, do you intend always to act in the best financial and professional interests of Dr. Swainson, within the framework of the law? Yes  No
- 16) When discovery is delayed through Protective Orders, etc., would you file Interlocutory Appeals in a timely fashion or when requested by Dr. Swainson (The same substance will be as defined in the Federal Rules of Civil or Appellate Procedure.) Yes  No

*John Allen*

16a (2) ~~12~~ ~~12~~

17) Will you file an Appeal to the Federal Appellate Court or the US Supreme Court, if asked to do so by Dr. Sewardson? Yes X No       

18) Do you believe that the US Constitution, with its Amendments, is the Supreme Law of the United State of America? Yes X No       

John W. Lee  
Attorney  
Printing your name above  
Constitutes your electronic  
Signature.

Date 6-4-06

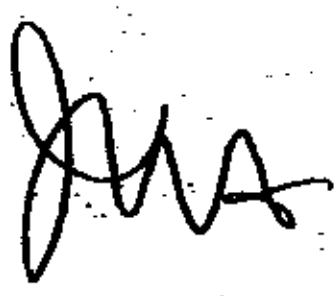


Exhibit 16 b

**ATTORNEY/CLIENT CONTRACT** (Two Pages)

Francis J. Saverirayan, M.D., hereinafter ("Client") employs J.W. Allen, J.D. (hereinafter "Attorney") to represent him (Client) in the prosecution, recovery, and settlement of claims and potential claims associated with this litigation.

Client agrees to pay Attorney for services rendered pursuant to this Contract of Employment a sum equal to thirty-three and one-third percent (33 1/3%) of any recovery of anything of value, whether the recover is in the form of money, stock, real or personal property or any other recovery.

This is a contingent fee contract and Client will owe attorneys NO FEES until the case is concluded. This contract grants Attorney and Client, fees upon any offer of settlement secured during the course of the attorney's representation of the client. The attorney will transfer Client's portion of the funds recovered by adjudication or settlement within three business days to the designated account of the Client.

Client will advance the costs incident to the case. Attorneys will attempt to keep costs to a minimum and will expend only those monies deemed necessary to properly prepare a client's case.

Typically, Costs consist of and may include some or all of the following: filing fees, medical records costs, expert deposition fees, court reporter charges and the like. All litigation expenses listed above are out of office third party expenses and will be documented by invoice and canceled checks.

Client expenses generated within the office such as telephone calls local and long distance charges, postage, fax transmissions, photocopies, computer maintenance and file set up fee, etc., will be considered as legal expenses, and the client will not be charged for those expenses. The Client will pay an advance of \$250.00 payable to Attorney, at the time of acceptance of contract, towards court costs and out of office third party expenses, as listed above. At the time of acceptance of the contract, the initial complaint will be ready for client's review, approval and signature. The initial complaint shall also include criminal charges where ever applicable.

At all times the attorney will act in the best financial and professional interests of the Client, within the framework of the law.

Attorney at all times will act diligently, with good faith and without malice towards the Client.

Attorney warrants he has no conflict of interest with any of the defendants, including the Blue Cross Blue Shield of Tennessee.

Attorney will file motions including interlocutory appeals, if discovery is blocked by the courts through protective orders, etc., as per timeframes set in the Federal Rules of Civil Procedures.

Attorney also agrees to file an Appeal and provide representation in the appropriate court, if an adverse judgment or an award unacceptable to the Client is rendered, when requested by the Client.

Attorney will also provide representation to the Client, in the appropriate court, if the defendants appeal the verdict.

Attorney will vigorously prosecute the defendants under the general framework set forth in the initial pleading attached to this contract as exhibit#1.

# 16 b  
Exhibit

**ATTORNEY/CLIENT CONTRACT** (Two Pages)

Francis J. Sevinsky, M.D., hereinafter ("Client") employs J.W. Allen, J.D. (hereinafter "Attorney") to represent him (Client) in the prosecution, recovery, and settlement of claims and potential claims associated with this litigation.

Client agrees to pay Attorney for services rendered pursuant to this Contract of Employment a sum equal to thirty-three and one-third percent (33 1/3%) of any recovery of anything of value, whether the recovery is in the form of money, stock, real or personal property or any other recovery.

This is a contingent fee contract and Client will owe attorneys NO FEES until the case is concluded. This contract grants Attorney and Client, fees upon any offer of settlement secured during the course of the attorney's representation of the client. The attorney will transfer Client's portion of the funds recovered by adjudication or settlement within three business days to the designated account of the Client.

Client will advance the costs incident to the case. Attorneys will attempt to keep costs to a minimum and will expend only those monies deemed necessary to properly prepare a client's case.

Typically, Costs consist of and may include some or all of the following: filing fees, medical records costs, expert deposition fees, court reporter charges and the like. All litigation expenses listed above are out of office third party expenses and will be documented by invoice and canceled checks.

Client expenses generated within the office such as telephone calls local and long distance charges, postage, fax transmissions, photocopies, computer maintenance and file set up fee, etc., will be considered as legal expenses, and the client will not be charged for those expenses. The Client will pay an advance of \$250.00 payable to Attorney, at the time of acceptance of contract, towards court costs and out of office third party expenses, as listed above. At the time of acceptance of the contract, the initial complaint will be ready for client's review, approval and signature. The initial complaint shall also include criminal charges where ever applicable.

At all times the attorney will act in the best financial and professional interests of the Client, within the framework of the law.

Attorney at all times will act diligently, with good faith and without malice towards the Client.

Attorney warrants he has no conflict of interest with any of the defendants, including the Blue Cross Blue Shield of Tennessee.

Attorney will file motions including interlocutory appeals, if discovery is blocked by the courts through protective orders, etc., as per guidelines set in the Federal Rules of Civil Procedure.

Attorney also agrees to file an Appeal and provide representation in the appropriate court, if an adverse judgment or an award unacceptable to the Client is rendered, when requested by the Client.

Attorney will also provide representation to the Client, in the appropriate court, if the defendants appeal the verdict.

Attorney will vigorously prosecute the defendants under the general framework set forth in the initial pleading attached to this contract as exhibit 1.



16(b) - (2)  
~~16(b)~~  
EP

Attorney will also follow the general principles set forth in the attorney questionnaire, attached to this contract as exhibit #2.

No settlement of this claim will be made, without the client's consent and written approval of the settlement document.

This the 27<sup>th</sup> day of January, 2007 / 13

  
THE LAW OFFICES OF J.W. HILL, J.D.

  
FRANCIS I. SAVARAYAN, M.D.





For authorized use by:  
COBICA

Authorized Agent(s):  
Address:

Agent Phone:  
Agent Start Date:  
Response Routing:

Bank Routing Code:  
Bank Account No:  
Start Date:

I certify that the entity identified above qualifies under law as specified in Section B and is eligible to perform the querying and/or reporting functions. I understand that the entity may be subject to sanctions under Federal statute for failure to report final adverse actions as required in the statutes and regulations or for the use of information obtained from the NPDB or the HIPDB for purposes other than that for which it was provided. I further certify that I am authorized to submit this registration information to the NPDB/HIPDB and that the information provided is true, correct, and complete. If I become aware that any information in this form is not true, correct, or complete, I agree to notify the NPDB/HIPDB of this fact immediately.

Name of Certifying Official: FRANCIS SAVARIRAYAN, M.D., FICS.  
Title of Certifying Official: CHAIRMAN AND CEO  
Date of Signature: 12/14/1999

If there are any errors or omissions, or if you need to change this information, clearly mark your corrections on the document, then sign, date, and return this report to the NPDB-HIPDB address at the top of this page. If the information is correct, please retain for your files.

Printed Name of Certifying Official

Printed Title

Signature

Telephone Number

Date Signed

CONFIDENTIAL DOCUMENT - FOR AUTHORIZED USE ONLY

\*\*  
\*\*

National Practitioner Data Bank  
Healthcare Integrity and Protection Data Bank  
P.O. Box 10832  
Charlottesville, VA 20153-0832

<http://www.npdlb-hipdlb.hrsa.gov>

DC# 0119950650200000  
Process Date: 03/10/1995  
Page: 3 of 3

P17

**E. REPORT STATUS**

Unless one or more boxes below are checked, the subject of this report identified in Section B has not contested this report.

- If box is checked, this report has been disputed by the subject identified in Section B.
- If box is checked, at the request of the subject identified in Section B, this report is being reviewed by the Secretary of the U.S. Department of Health and Human Services to determine its accuracy and/or whether it complies with reporting requirements. No decision has been reached.
- If box is checked, at the request of the subject identified in Section B, this report was reviewed by the Secretary of the U.S. Department of Health and Human Services. The Secretary's decision is shown below:

Date Submitted: 04/29/1997

THIS REQUEST FOR DISPUTE RESOLUTION HAS BEEN DETERMINED TO BE OUTSIDE THE DEPARTMENT'S SCOPE OF REVIEW SINCE IT DISPUTES THE RESULTS OF THE ACTION REPORTED, NOT THE ACCURACY OF THE REPORT ITSELF. UNDER THE DISPUTE RESOLUTION PROCESS ONLY THE ACCURACY OF THE INFORMATION IN THE REPORT MAY BE CHALLENGED (45 CFR 60.14).

Date of Initial Report: 03/10/1995

Date of Most Recent Change: 03/10/1995

END OF REPORT

CONFIDENTIAL DOCUMENT

IN THE CIRCUIT COURT FOR WHITE COUNTY, TENNESSEE

FRANCIS J. SAVARIRAYAN, M.D. )

Plaintiff, )

vs. )

WHITE COUNTY COMMUNITY HOSPITAL, COMMUNITY HEALTH SYSTEMS, INC., MARK CAIN, Individually and in his official capacity As former CEO of White County Community Hospital; GARY NEWSOME, Individually and in his official capacity as President of Community Health Systems, CHAD GRIFFIN, M.D., DANIEL BARNETT, M.D., and BLUE CROSS - BLUE SHIELD OF TENNESSEE, )

Defendants. )

Docket No. CC-1790M

JURY OF 12 DEMANDED

**FIRST REQUESTS FOR ADMISSIONS FROM DEFENDANTS SPARTA HOSPITAL CORPORATION d/b/a WHITE COUNTY COMMUNITY HOSPITAL, COMMUNITY HEALTH SYSTEMS, INC., AND GARY NEWSOME TO PLAINTIFF**

The Defendants, Sparta Hospital Corporation d/b/a White County Community Hospital, Community Health Systems, Inc., and Gary Newsome, pursuant to T.R.Civ.P.

36, submit the following requests for admissions to the Plaintiff in this proceeding. As is expressly provided in Rule 36, the responding party is reminded that:

- 1) Requests for admissions may address statements or opinions of fact or of the application of law to fact;
- 2) The matter is admitted unless a response is received within 30 days after service;

[ FRONT PAGE ONLY - with Exhibits # 1, 2 + #A to J ]

Exhibit # 18 (3 pages.)  
(First Page.)

Case Number | 0001790 | FRANCIS J. SAVARINATHAN | Disposition Date  
Case Class | CIV | WHITE CO COMMUNITY HOOP | 4.18.2007

Reference | Bank Type | Action Code | 00  
Case Type | C | Judge Code | ~~0000000000~~  
Case Subject | 0 | JURY A | 00 | JUDICIAL OF  
Filing Date | 1.26.2007 | Status | 00 | CONTRACT  
Open Date | 0 | 00 | 00

Fals: IT WAS JUDGE MADDUX

Jury Demand | Y

-PARTIES-

Type	Name/Comments	Date Filed	Attorneys
0001	SAVARINATHAN FRANCIS J.		JOHN WAYNE ALLEN
0002	WHITE CO COMMUNITY HOOP		C. J., JR. GIBSON
0003	GRIFFIN, W.D.		DAN SMER
0005	SMITH		C. J., JR. GIBSON
0004	GRIFFIN		C. J., JR. GIBSON
0005	SMITH		WILLIAMS & W
0006	BLUE CROSS BLUE SHIELD		WILLIAMS & W

-DATE HISTORY-

Date Recd	Description	Sched Date	Comment
1.26.2007	620 COMPLAINT FILED		
1.26.2007	102 SUMMONS ISSUED		WCOH
1.26.2007	102 SUMMONS ISSUED		BLUE CROSS/BLUE SHIELD
1.26.2007	102 SUMMONS ISSUED		DANIEL SMITH
1.26.2007	100 SUMMONS ISSUED		SMITH
1.26.2007	102 SUMMONS ISSUED		GRIFFIN
1.26.2007	103 SUMMONS ISSUED		FRANK CASE
2.07.2007	224 NOTICE OF APPEARANCE		D SMER
2.09.2007	103 SUMMONS ISSUED		D SMITH 0000000?
2.09.2007	103 SUMMONS ISSUED		BLUE CROSS/SHIELD 2/3
2.12.2007	103 SUMMONS ISSUED		CHRISTIAN & CO/CORCA
2.12.2007	386 SUBPOENA ISSUED		CHRISTIAN & CO OF CO
2.15.2007	350 ANSWER FILED		FROM DR. CHD GRIFFIN
2.15.2007	240 MOTION FILED		FOR SUMMARY JUDGMENT
2.15.2007	333 AFFIDAVITS FILED		OF CHD GRIFFIN M.D.
2.15.2007	528 NOTICE OF HEARING	2.16.2007	IN CROSSVILLE
2.23.2007	173 ANSWER & COUNTER-COMPLAINT		
3.02.2007	100 SUMMONS RET W/S		C WILSON-DAVIDSON CO
3.02.2007	102 SUMMONS ISSUED		C WILSON-WILLIAMS

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