

*\*WARNING: NOT A "MODEL" DOCUMENT. This sample agreement contains significant material that is not "physician-friendly," and other problems, as well. It is provided for discussion purposes only, and not as legal advice. You should consult with knowledgeable counsel before proposing or entering into any legally binding agreement.*

**RADIOLOGY PROFESSIONAL  
SERVICES AGREEMENTS**

—  
**CONTRACT REVIEW**

RBMA 2002 FALL EDUCATIONAL CONFERENCE

October 20-23, 2002

Bally's Hotel & Casino

Las Vegas, Nevada

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## **AGREEMENT FOR RADIOLOGY DEPARTMENT COVERAGE**

**THIS AGREEMENT FOR RADIOLOGY DEPARTMENT COVERAGE** ("Agreement") is entered into as of \_\_\_\_\_, 2002, by and between \_\_\_\_\_ Hospital, a [state] corporation ("Hospital"), and \_\_\_\_\_ Radiology Medical Group, Inc., a [state] professional corporation ("Physician").

### RECITALS:

A. Hospital operates an acute care hospital known as \_\_\_\_\_ Hospital ("Facility") which maintains a Radiology Department (the "Department") on the Facility's premises to provide CT, nuclear medicine, ultrasound, and other diagnostic radiology services and procedures (collectively, "Services"), and Hospital desires to assure physician coverage for the Department.

B. Physician is duly licensed in the State of [state] ("State") and qualified as a doctor of medicine with experience in furnishing the Services , and Physician desires to provide coverage of the Department.

**NOW, THEREFORE**, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, Hospital and Physician agree as follows:

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e. of all diagnostic imaging studies requested by physicians, performed by Hospital technicians and supervised by Physician, in accordance with state and federal regulations, the regulations and requirements of the voluntary professional and facility accrediting institutions in which Hospital is or becomes a participant and the jointly established requirements of Hospital and the Executive Committee of the Medical Staff. Physician shall also promptly submit to Facility's medical records administrator and to each patient's private physician a written report of each examination, treatment and procedure performed pursuant to this Agreement. Physician shall use the medical records and report forms provided by the Department and Facility. Physician agrees that all records and reports required by this Section 1.e. shall be the exclusive personal property of Hospital.

As provided in Section 4 of this Agreement, Hospital and Physician each shall make their own separate charges for services that each provides to patients at Hospital and each shall independently bill for and collect the charges due from them.

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g.

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24.



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Chief Executive Officer

"Physician"  
NAME OF RADIOLOGIST

By: \_\_\_\_\_  
President

—  
—  
—

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## EXHIBIT 1.6 COVERAGE REQUIREMENTS

Physician shall provide coverage in the Department as follows:

Weekdays from 7:00 AM to 4:00 PM:

*[Here list name/number/subspecialties]*

Weekdays from 9:00 AM to 6:00 PM:

*[Here list name/number/subspecialties]*

Nights from 6:00 PM to 7:00 AM, weekends and holidays:

*[Here list name/number/subspecialties]*

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## EXHIBIT A

### WAIVER AND AGREEMENT

I, \_\_\_\_\_, am a member, associate, partner or employee of or an independent contractor under contract with \_\_\_\_\_ Medical Group, Inc., a \_\_\_\_\_ professional corporation ("Physician"). I understand that I am bound by all terms and conditions of the Radiology Services Agreement dated \_\_\_\_\_ ("Agreement") between \_\_\_\_\_ Hospital ("Hospital") and Physician. In consideration of my relationship with or employment by Physician, I knowingly and voluntarily agree to the following.

I understand, acknowledge and agree that upon the expiration or earlier termination of the Agreement, with or without cause, Hospital shall have the right to grant an exclusive contract for the provision of radiology services to any person or entity, and shall have the right to exclude me from the practice of medicine at the Facility based upon such exclusive contract.

I understand, acknowledge and agree that the termination of my employment by or relationship with Physician will cause the immediate and automatic loss of my membership on Facility's Medical Staff and the clinical privileges I hold to practice medicine at Facility, without the necessity of notice or any right to a hearing and/or appeal under the bylaws, rules or regulations of Facility or its Medical Staff, except to the extent required by law. I understand, acknowledge and agree, however, that unless and until such loss of membership occurs, I am bound by and subject to all provisions of the Bylaws, Rules and Regulations of Facility and/or its Medical Staff.

I hereby knowingly and voluntarily resign my Medical Staff membership and relinquish my clinical privileges to practice medicine at Facility, and knowingly and voluntarily waive any and all rights that I may have under the bylaws, rules and regulations of Facility and/or its Medical Staff or under any applicable law, statute, ordinance or regulation, to any notice, review, appearance, hearing and/or appeal for loss of such membership and/or clinical privileges, effective immediately and automatically upon the occurrence of any of the following events: (i) the expiration or earlier termination of the Agreement, with or without cause; (ii) the termination of my employment by or relationship with Physician; or (iii) Physician permanently removes me from, or otherwise takes action against me that in whole or in part restricts me from, the provision of services at Facility.

I agree that if any one or more of the provisions contained herein shall be held to be invalid, illegal or unenforceable for any reason, whether in whole

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or in part, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Waiver and Agreement shall be construed as if such provision had never been contained herein.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND UNDERSTOOD THE ABOVE WAIVER AND AGREEMENT, AND I HAVE CAREFULLY READ AND UNDERSTOOD THE AGREEMENT REFERRED TO ABOVE AND THAT I KNOWINGLY AND VOLUNTARILY AGREE TO THEIR TERMS.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

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## **EXHIBIT B**

### **FEES FOR PROFESSIONAL RADIOLOGY SERVICES**

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## EXHIBIT C

### EXISTING SERVICE LOCATIONS

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#### INSERT RE EXCLUSIVITY

**Exclusivity.** Physician shall be the exclusive provider of the Services in the Hospital. Physician shall therefore be the exclusive provider within the Hospital of all radiology/diagnostic imaging procedures, including, but not limited to: plain film radiographic procedures; fluoroscopic procedures; emergency room radiology/diagnostic imaging; angiography; interventional procedures, including all organ systems; intraoperative procedures; ultrasound; bone densitometry; nuclear medicine; T/PET; mammography; and magnetic resonance, including whole body, neurological studies, musculo-skeletal, chest, abdomen, and pelvis, and magnetic resonance spectroscopy.

Additionally, during the term of this Agreement or any renewals thereof, as Hospital adds new technologies, modalities or procedures, the provision or interpretation of which is considered by the American College of Radiology to be appropriate by radiologists, all such technologies, modalities and procedures made available at Hospital shall be deemed included in the definition of the Department and shall be provided exclusively by Physician during the term of this Agreement.

In addition, Hospital shall use its best efforts to see that Physician is offered the opportunity to be the sole Physician of the Services at any other facility within a \_\_\_\_\_ mile radius of Hospital in which the Hospital or any of its subsidiaries or affiliated entities has a financial interest or administrative responsibility, and which would offer the Services.