

**RADIOLOGY SERVICES PROVIDER AGREEMENT
BETWEEN
CLINTON REGIONAL HOSPITAL
AND
DIAGNOSTIC IMAGING ASSOCIATES, INC.**

This Radiology Services Provider Agreement (“**Agreement**”) is made and entered into effective September 15, 2023 (“**Effective Date**”), by and between **Clinton Regional Hospital (“Hospital”)**, and **Diagnostic Imaging Associates, Inc.**, a professional corporation organized and existing under the laws of the State of Oklahoma (“**DIA**”).

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

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

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

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

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

1.0 Term/Amendment and Pricing:

1.1 Term. The initial term of this Agreement shall be for one (1) year commencing on the Effective Date, and ending on September 30, 2024 (“**Term**”). Thereafter, this Agreement shall be automatically renewed for successive consecutive one (1) year periods unless terminated in accordance with the terms of the Agreement or by written notice of intent to terminate delivered by the terminating party 60 days prior to the scheduled expiration. The term is subject to the termination provisions set forth in Section 1.3 below.

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

1.3 Termination. Either party may terminate this Agreement upon the default of the other party which is not cured after providing 30 days advance written notice of the occurrence of the event of default and the failure of the defaulting party to cure the default. DIA may terminate the Agreement upon providing Hospital 30 days advance written notice of such intention, in the event DIA determines in the exercise of its sole discretion that the relationship is not economically viable for

DIA. If the conduct of either party exposes the other party to a material risk of economic or legal harm, the party so believing it has been exposed may immediately terminate the Agreement explaining in writing to the other party the reason for the immediate termination.

- 1.4 Compensation. The Hospital agrees to pay DIA \$5,800 per month. The monthly amount will be for lower reimbursement insurance carriers (self-pay, Medicare, Medicaid, etc.) along with the increase cost for radiology services due to the radiologist shortages.

The amount owed by Company shall be remitted to DIA no later than the fifteenth working day of the month immediately following that during which the exam was interpreted. DIA shall be entitled to inspect the treatment log of the Company for the purpose of verifying the computation of its compensation hereunder.

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

- 2.1 Provide duly licensed and qualified radiologists satisfactory to Hospital, who will maintain educational requirements necessary to meet federal and state mandates to render radiologic services to Department. DIA shall be responsible for engaging other duly licensed and qualified radiologists, or qualified physician extenders, as necessary from time to time in order to provide adequate radiological services to support the patient needs of the Department. "Adequate Services" referred to herein are defined as those services providing that degree of service and supervision which will meet the needs of the Hospital's patients, to the reasonable satisfaction of the Medical Staff and the Administration of the Hospital. It is specifically agreed that patient services of DIA will be provided through teleradiology.
- 2.2 DIA will dictate radiological interpretation findings within an average of 48 hours of interpretation.
- 2.3 Operate the Department in accordance with the Hospital's Medical Staff Bylaws and the policies, rules and regulations of the Department, as well as other policies and procedures of Hospital.
- 2.4 DIA will agree to fulfill peer review obligations relating to Joint Commission Accreditation for Hospital, as appropriate.
- 2.5 DIA will make reasonable efforts to establish good relationships between the Department and referring physicians of Hospital. DIA will be cooperative with respect to Hospital's outreach efforts in the community.

- 3.0 Limitations on DIA Services and Responsibilities.

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

3.3 DIA's obligations and liability regarding teleradiology services are limited as provided in Sections 4.9 through 4.11 inclusive.

4.0 Hospital's Obligations. Hospital agrees to:

- 4.1 Make available adequate facilities and space designated for proper operation of the Department, the adequacy of which will be mutually agreed upon between Hospital and DIA.
- 4.2 Make available all of the diagnostic and radiological equipment within the approved budget of Hospital for proper operation of the Department, to facilitate performance by DIA of its duties and patient services provided for in this Agreement. The equipment shall remain at all times the property of Hospital.
- 4.3 Maintain the equipment and facilities in good condition and repair.
- 4.4 As indicated above, DIA will be responsible for completion of dictation regarding patient procedures and for providing all transcription of the dictation in a timely manner.
- 4.5 Provide support personnel and a radiologic technician, in consultation with DIA, for the proper operation of the Department and the provision of patient services contemplated by this Agreement. All non-physician personnel providing Department services shall be employees of Hospital and the responsibility of Hospital.
- 4.6 Furnish the Department, in consultation with DIA, with utilities and housekeeping, laundry, and other services and supplies.
- 4.7 Establish and maintain during the Term, a T1 or equivalent communication link between Hospital and DIA.
- 4.8 Provide and maintain all equipment necessary to enable image capture and transmission to DIA with minimal resolution criteria, as defined in the most current American College of Radiology Standard for Teleradiology and Digital Image Data Management.
- 4.9 Implement a compliance program and teleradiology procedures ("**Compliance Program**") which will assure the integrity of data transmitted to DIA utilizing the Hospital's teleradiology equipment, including local storage, transmission and long-term storage in an image archive. It shall be Hospital's responsibility to adopt procedures that positively detect alterations to patient data, images and records prior to submission/transmission to DIA for evaluation. DIA shall have no liability and undertakes no duty by this Agreement in regard to the integrity of the data transmitted to it by Hospital.
- 4.11 Hospital's Compliance Program, and Hospital itself shall assure the proper binding of patient information to radiological images submitted/transmitted to DIA by Hospital, including patient identity, date and time of image. DIA shall have no liability and undertakes no duty by this Agreement in regard to the proper identification of data transmitted to it by Hospital.
- 4.12 Hospital's Compliance Program, and Hospital itself, shall provide appropriate confidentiality safeguards facilitating legally compliance security for patient

data, images and records transmitted to DIA by Hospital. DIA shall have no liability and undertakes no duty by this Agreement in regard to the confidentiality and security of data, images and records received via electronic transmission from the Hospital, as such liability and responsibility relates to the transmission from the Hospital to DIA.

- 5.0 Conflict Resolution. DIA and Hospital will promptly advise the other of any perceived breaches of this Agreement or other conflicts. Hospital and DIA agree to perform this Agreement on the basis of trust, good faith and fair dealing. In the event a dispute arises under the Agreement they agree to first engage in a good faith effort to resolve the controversy. The effort to resolve the dispute should include consideration of submission of the dispute to mediation and/or arbitration, if agreement to do so is secured from all parties to the dispute. In the event Hospital and DIA are not successful in resolving their dispute, then either is free to pursue enforcement of its rights and remedies, at law or in equity. If a party brings an action against to enforce any condition or covenant of this Agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorney's fees incurred in the enforcement action.
- 6.0 Pricing of Services. DIA and Hospital agree to price their services competitively and consistent with community charges.
- 7.0 Independent Contractor.
- 7.1 DIA and Hospital agree that DIA is and shall remain an independent contractor at all times during the Term and any extension or renewal hereof, and nothing herein is intended nor shall it be construed to create an employer-employee relationship, a lease or landlord-tenant relationship, nor shall anything herein be construed to allow Hospital to exercise control or direction over the manner or method by which DIA performs its clinical services hereunder. The services of DIA hereunder shall be provided in a manner consistent with the standards determined by the American College of Radiology and standards of practice in the community for such services, the provisions of this Agreement, and the Medical Staff Bylaws of Hospital.
- 7.2 All applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensing and regulation of physicians and Hospitals and to the operation of the Department shall be fully complied with by the parties. Unless otherwise provided by the terms of this Agreement, the parties shall also operate and conduct the Department in accordance with the standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations and the regulations of the Nuclear Regulatory Commission.
- 7.3 DIA and Hospital agree that Hospital shall not withhold, on behalf of DIA hereunder, any amounts for income tax, unemployment insurance, social security tax or any other withholding pursuant to any laws or requirements of any governmental body relating to DIA, nor shall Hospital make available to DIA any of the benefits afforded to Hospital employees. All compensation payments, withholding taxes and benefits, if any, for the employees of DIA, shall be the sole responsibility of DIA.
- 7.4 Neither DIA nor any of its radiologists shall have any authority to bind Hospital in any respect, and Hospital shall not have any authority to bind DIA.

- 8.0 Patient Records. All patient and other records, lists, case histories, compilations, experimental data, or medical formulae acquired, developed, or assembled during the course of DIA's services at Hospital hereunder shall remain the property of Hospital, unless otherwise agreed by the parties hereto; provided, however, Hospital will furnish DIA with access to and copies of medical records during Hospital's normal business hours for use by DIA to facilitate its billing process and patient services. All records, lists, case histories, compilations, experimental data, and medical formulae acquired, developed, or assembled by DIA in performance of this Agreement shall be available at all reasonable times to DIA and its authorized agents for study, reference, or experiments. DIA may make duplicate copies, at the expense of DIA and upon reasonable notice to Hospital, of all records, lists, case histories, compilations, data or medical formulae acquired, developed or assembled by DIA hereunder for the personal use of DIA.
- 9.0 Engagement Non-Exclusive. DIA shall have consultation privileges, and the right to conduct its business and practice medicine elsewhere (including any other office facility or hospital) and shall have the right and privilege to engage in practice in a private radiologic laboratory owned in whole or part by DIA. This Agreement is not intended to limit DIA's other professional service relationships.
- 10.0 Daily Memorandum and Billing.
- 10.1 DIA and Hospital shall cooperate in developing a list of professional services rendered daily by DIA to facilitate record generation by Hospital and DIA for billing purposes. Hospital shall bill, collect and retain the charges for technical services rendered to patients in or by the Department. DIA shall bill, collect and retain the charges for professional medical services provided by DIA in or by the Department, whether inpatient or outpatient services. The parties shall retain their own collections with respect to their separate statements to patients; provided, that each party agrees to cooperate with the other to ensure that the proper party receives any misdirected payments.
- 10.2 Hospital shall promptly furnish DIA or its agents with all information or data to which it has access to allow DIA or its agents to prepare statements for such professional services rendered by DIA. DIA's billings and collections and personnel necessary therefore, shall be at its own expense.
- 10.3 DIA shall make reasonable efforts not to bill any patient prior to the patient's discharge from Hospital. DIA's statements and billings shall be prepared on its letterhead and shall be its sole responsibility, and Hospital shall not be responsible in any way therefore.
- 10.4 Hospital and DIA shall each bear the loss for their respective uncollected or uncollectible billings.
- 11.0 Revenue Separate.
- 11.1 Moneys received for Hospital or its employees' services rendered, work performed, or supplies furnished or consumed by patient in the Hospital or Department, and not rendered by DIA, shall belong exclusively to Hospital.
- 11.2 Fees, money, and other consideration billed and/or received by or on behalf of DIA in the course of DIA's normal fee for services arrangement and/or the professional component of any "packaged" treatment system or service offered or

provided by DIA, shall belong exclusively to DIA.

- 12.0 Expense Authorization. DIA is not authorized to incur any expense on behalf of Department for supplies or equipment without the prior approval of the Hospital.
- 13.0 Professional Liability Insurance. DIA shall procure and maintain professional liability insurance with limits of not less than \$1,000,000 per occurrence/\$3,000,000 aggregate with a reputable insurance company authorized to do business in the State of Oklahoma, and will, upon the request of Hospital, furnish to Hospital a certificate of insurance to evidence that said insurance has been procured and is in force and effect during the term of this Agreement.
- 14.0 Record Retention. The parties agree that if this Agreement is subject to the Medicare/Medicaid statutes and regulations, DIA physicians shall retain and, for not less than six (6) years after services are furnished pursuant to this Agreement, shall allow the authorized representative of any appropriate federal or state governmental agency or enforcement unit access to the Agreement and to such books, records, and other documents that are necessary to verify the nature and extent of the costs of such services. In the event DIA physicians receive a request for access, they agree to notify Hospital immediately and to consult with Hospital regarding the response to the request. This access agreement shall be effective as of the date hereof, and shall continue for not less than six (6) years after services are terminated. If DIA physicians carry out any of their responsibilities under this Agreement through the use of a subcontractor, including any organization related to DIA by ownership, or when the subcontractor fees exceed \$10,000 over a twelve (12) month period, DIA will be responsible for obtaining and forwarding to Hospital the subcontractor's written agreement to be bound as DIA physicians under this access agreement.
- 15.0 Access to Books and Records. To the extent required by Section 952 of the Omnibus Reconciliation Act of 1980 and the regulations promulgated thereunder, both parties agree to provide access to their books and records to the other party. All other information obtained by either party in the performance of this Agreement relating to the other party's costs, pricing methods, concepts and practices of delivering services shall be deemed confidential information, and neither party shall disclose such information to any other persons or entities without the express written consent of the other. The mutual covenants contained in this Section shall survive the termination of this Agreement.
- 16.0 Hold Harmless and Indemnification. DIA shall indemnify, hold harmless, and defend Hospital, its subsidiaries, affiliate companies, any of their successors or assigns, and any of their directors, officers, shareholders, employees, servants, agents, invitees and licensees from (i) any claims made against them by third parties in connection with the negligent performance or willful misconduct, or (ii) any destruction or damage to property of Hospital, by DIA, its directors, officers, employees, agents or subcontractors under this Agreement.

Hospital agrees to indemnify, hold harmless and defend DIA, its directors, officers, employees, agents or subcontractors from (i) any claims made by third parties in connection with negligent performance or willful misconduct, (ii) any claims made by third parties in connection with acts or obligations which are Hospital's responsibility under this Agreement, or not related to a duty assumed by DIA hereunder, (iii) any destruction or damage to property of DIA, by Hospital, its subsidiaries, affiliate companies, any of their successors or assigns, and any of their directors, officers, shareholders, employees, servants, agents, invitees and licensees under this Agreement, or (iv) any and all claims, liability and responsibility of every nature associated with the

operation of and services provided by the Hospital's Radiology Department, its employees and independent contractor(s), prior to the date on which DIA commenced providing its services to Hospital under this Agreement. Hospital will promptly reimburse DIA for all costs and damages it may incur associated with acts and claims covered by Hospital's indemnity. Should litigation arise out of failure of either party to comply with the terms of this Agreement, the non-prevailing party will pay all expenses, including attorney fees, incurred by the prevailing party because of that failure.

- 17.0 Waiver. The waiver of either party of a breach or violation of any provision, term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach hereof.
- 18.0 Notices. Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, and may be delivered personally or be sent by registered or certified mail, postage prepaid, and return receipt requested, to the principal business office of the party at the following addresses (or such other address as may hereafter be designated by a party by written notice thereof to the other party):

Hospital: Prague Regional Memorial Hospital
Attn: _____

DIA: Diagnostic Imaging Associates, Inc.
Attn: Administrator
4500 S. Garnett, #112
Tulsa, OK 74146

- 19.0 Governing Law. This Agreement shall be interpreted, construed, and governed according to the laws of the State of Oklahoma.
- 20.0 Partial Invalidity. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construct and enforced as if such provision had not be included.
- 21.0 Survival. Notwithstanding any provisions of this Agreement to the contrary, the terms of Sections 1.1, Term; 5.0, Conflict Resolution; 15.0, Access to Books and Records; 16.0 Indemnity; 18.0, Notices; 19.0, Governing Law; 28.0, Confidentiality; and this Section 21.0, shall survive the termination of this Agreement.
- 22.0 Third Party Payor Agreements. DIA acknowledges that Hospital has entered into, and will in the future enter into, Agreements with governmental agencies, preferred provider organizations, health maintenance organizations, and other public and private entities ("**Programs**") to provide health care services to the patient covered by the Programs at rates which may vary from Hospital's and/or DIA's customary charges for similar services to other patients. DIA agrees that, as requested by Hospital, DIA shall negotiate in good faith for participation by DIA in such programs and/or networks in which Hospital may participate with health maintenance organizations, preferred provider organizations, other payors and physician-hospital organizations. Hospital agrees to assist DIA in negotiating terms of participation. However, in the event DIA fails to agree

to terms of participation and, as a result thereof, Hospital is threatened with exclusion or expulsion from the network or program or reduced compensation for its services, then Hospital may immediately terminate the exclusive provisions of this exhibit and further terminate the Agreement in its entirety pursuant to this Agreement. The other provisions of this Agreement to the contrary notwithstanding, if DIA fails to agree to terms of participation because proposed reimbursement rates fall below DIA's lowest contracted rate of reimbursement for similar product lines (Medicare, Commercial or Medicaid), Hospital shall not be able to terminate DIA.

- 23.0 Assignments. Except as expressly provided in this Agreement, nothing contained in this Agreement shall be construed to permit assignment by DIA or Hospital of any rights or duties under this Agreement, such assignment being expressly prohibited. Notwithstanding, DIA and Hospital acknowledge that Hospital may transfer this agreement to any person or entity operating or sharing in the operation of Hospital.
- 24.0 Facilitation. Each party agrees to promptly perform any further acts and execute, acknowledge and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement or effect its purposes.
- 25.0 Permits. In the performance of all services to be provided hereunder, DIA and Hospital agree to comply with all applicable permits, all applicable federal, state, county and municipal laws and ordinances, and all lawful orders, rules, regulations and guidelines of any duly constituted authority including, but not limited to, social security and income tax withholding laws, unemployment compensation laws, environmental, safety and health laws, and manifest requirements.
- 26.0 Notice of Revocation or Cancellation. DIA shall give Hospital immediate verbal and written notice of any revocation or cancellation of any required permit, license, registration, insurance, certificate of approval and of any citation, notice of violation, or other claim, lawsuit, or enforcement action by any local, state or federal authority concerning violation of any federal state, or local law by DIA, which might affect the services of DIA under this Agreement.
- 27.0 Books and Records. DIA and Hospital shall keep and retain adequate books and records and other documentation, including personnel records, correspondence, instructions, plan, receipts, vouchers, copies of all manifests and any other records of reports or memoranda, consistent with and for the periods required by applicable regulatory requirements and guidelines pertaining to performance of the services required by this Agreement.
- 28.0 Confidentiality. Each party ("**Disclosing Party**") may, in the course of the relationship established by this Agreement, disclose to the other party in confidence non-public information concerning utilization management procedures, patient treatment and/or finances, and such party's earnings, volume of business, methods, systems, practices, plans and other Proprietary Information ("**Confidential Information**"). Each party acknowledges that the Disclosing Party shall at all times be and remain the owner of all Confidential Information is disclosed by such party, and that the party to which Confidential Information is disclosed shall use its best efforts, consistent with the manner in which it protects its own Confidential Information, to preserve the confidentiality of any such Confidential Information which such party knows or reasonably should know that the Disclosing Party deems to be Confidential Information. Neither party shall use for its own benefit or disclose to third parties any Confidential Information of the other party without such other party's written consent.
- 29.0 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the

parties hereto and their successors.

- 30.0 Entire Agreement. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof, and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof, and may be amended only by an instrument, in writing, and executed jointly by each party hereto.
- 31.0 Corporate Authority. Hospital and DIA each warrant that the execution of this Agreement has been duly authorized by their respective Board of Directors and that the representative executing this Agreement is authorized to do so.
- 32.0 Counterparts. This Agreement may be executed in multiple counterparts, each of which may be treated as an original.

APPROVED and AGREED TO.

Clinton Regional Hospital

Date

By: _____

Diagnostic Imaging Associates, Inc.

Date

By: _____

President