

**ECU SCHOOL OF DENTAL MEDICINE  
PROFESSIONAL READING AND  
INTERPRETATION SERVICES AGREEMENT**

This **PROFESSIONAL READING AND INTERPRETATION SERVICES AGREEMENT** (this "Agreement") is entered into as of the date accepted (the "Effective Date"), and is by and between the dental health care provider associated with this Agreement (the "Provider" or "You") and East Carolina University, a constituent institution of the University of North Carolina with offices located in Greenville, North Carolina, on behalf of its School of Dental Medicine (the "University" or "ECU").

WHEREAS, Provider wishes to engage ECU to provide professional reading and interpretation services for images submitted to ECU;

WHEREAS, ECU wishes to provide said services;

NOW, THEREFORE, the Parties agree:

**1. RADIOLOGY SERVICES:** At the request of **Provider**, ECU agrees to furnish Dental Health Professionals to provide the following services to **Provider** during the Term (as defined below) with respect to those procedures rendered to patients seen by Provider (collectively, the "Radiology Services"):

(a) Review images that **Provider** transmits to **ECU** electronically, and provide reports of interpretations via client web access, by mail, fax, or e-mail as set forth herein. Transcribed reports of such studies are to be prepared by **ECU** solely at **Provider's** expense.

**2. ECU'S AGREEMENTS, COVENANTS AND REPRESENTATIONS:** ECU makes the following agreements and covenants with, and representations to, **Provider**:

(a) **ECU** covenants, warrants, and represents that each Dental Health Professional providing Radiology Services hereunder on behalf of **ECU** shall obtain and maintain professional liability insurance coverage for any professional services provided hereunder in such minimum amounts per occurrence and in the aggregate as required for Dental Health Professionals associated with the ECU School of Dental Medicine.

(b) **ECU** represents and warrants to **Provider** that **ECU** and its Dental Health Professionals (i) are not currently excluded, debarred, or otherwise ineligible to participate in any "Federal Health Care Program" as defined in 42 U.S.C. Section 1320a-7b(f); (ii) are not on notice that they are subject to being excluded, debarred, or otherwise declared ineligible to participate in any Federal Health Care Program; and (iii) have not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that **ECU** or Dental Health Professionals know or should know are excluded from participation in any Federal Health Care Program. This Section 2(b) shall be an ongoing representation and warranty during the Term, and ECU shall immediately notify Provider of any change in the status of the representation and warranty set forth in this Section 2(b). Any breach

of this Section 2(b) shall give **Provider** the right to terminate this Agreement immediately; provided, however, that the right of **Provider** to terminate this Agreement is not an exclusive remedy and shall in no way limit **Provider**'s right to seek legal and equitable claims in the event that **ECU** breaches this Section 2(b).

### **3. Provider's AGREEMENTS, COVENANTS AND REPRESENTATIONS:**

**Provider** makes the following agreements and covenants with, and representations to, **ECU**:

(a) **Provider** covenants, warrants and represents that it shall obtain and maintain professional liability insurance policies for any professional services rendered by **Provider** in relation to the Radiology Services provided hereunder in such minimum amounts of not less than One Million Dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate. **Provider** further covenants, warrants, and represents that it shall obtain and maintain a policy of general liability insurance in an amount not less than two million dollars (\$2,000,000). In the event that the aforementioned required policies are unavailable on an occurrence basis, **Provider** agrees that it shall secure and maintain a policy in the above amounts on a claims-made basis. In the event of termination of this Agreement, **Provider** agrees that it shall purchase "tail" policies in the same amounts to insure against claims arising prior to such termination. **Provider** agrees to provide **ECU** thirty (30) days' prior written notice of cancellation or termination of any such insurance. **Provider** shall provide **ECU** certificates of insurance evidencing said coverages upon request.

(b) **Provider** represents and warrants to **ECU** that **Provider** (i) is not currently excluded, debarred, or otherwise ineligible to participate in any "Federal Health Care Program" as defined in 42 U.S.C. Section 1320a-7b(f); (ii) is not on notice that it is subject to being excluded, debarred, or otherwise declared ineligible to participate in any Federal Health Care Program; and (iii) has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that **Provider** knows or should know is excluded from participation in any Federal Health Care Program. This Section 3(b) shall be an ongoing representation and warranty during the Term, and **Provider** shall immediately notify **ECU** of any change in the status of the representation and warranty set forth in this Section 3(b). Any breach of this Section 3(b) shall give **ECU** the right to terminate this Agreement immediately; provided, however, that the right of **ECU** to terminate this Agreement is not an exclusive remedy and shall in no way limit **ECU**'s right to seek legal and equitable claims in the event that **Provider** breaches this Section 3(b).

(c) **Provider** shall forever defend, hold harmless, and indemnify **ECU**, and its trustees, employees, agents, contractors, students, and representatives (the "Indemnified Party") from and against any and all liabilities, costs, expenses and damages, including reasonable attorneys' fees (collectively, "Damages"), arising from or relating to claims asserted by a third party or **Provider**'s employees or agents as a result of **Provider**'s, or its directors', officers', employees', agents', and

representatives' negligent acts or omissions, intentional or wrongful misconduct, performance of this Agreement, or breach of this Agreement.

#### 4. COMPENSATION:

(a) For the Radiology Services provided by ECU to Provider pursuant to Section 1(a) of this Agreement, Provider shall compensate ECU in the amount of **One-Hundred and Twenty Dollars (\$120)** for each image reviewed by ECU, payable online via the SoDM Radiology Services Store. Late payments shall be subject to interest and fees in accordance with applicable North Carolina law. Provider shall globally bill its patients for all professional and technical services provided by Provider, and ECU's sole compensation for professional services rendered to provide Radiology Services to **Provider** pursuant to Section 1(a) of this Agreement shall be as set forth in this Section 4(a). The compensation payable to ECU shall not be dependent upon Provider's actual billings or collections.

(b) The parties acknowledge and agree that the compensation set forth herein represents the fair market value of the services provided by ECU to **Provider** negotiated in an arms-length transaction and has not been determined in a manner which takes into account the volume or value of any referrals or business otherwise generated between **ECU** and **Provider**. The parties further agree that this Agreement does not involve the counseling or promotion of a business arrangement that violates state or federal law. Nothing contained in this Agreement shall be construed in any manner as remuneration for either party to refer patients, if any, to the other or any organizations affiliated with it.

#### 5. TERM AND TERMINATION:

(a) Unless sooner terminated as provided in this Agreement, the term of this Agreement shall commence on the Effective Date and continue for one (1) year from the Effective Date (the "Initial Term"). This Agreement shall then automatically renew for successive one (1) year periods (each a "Renewal Term") unless notice of termination is provided by the other Party at least ninety (90) days prior to the end of that Term or this Agreement is superseded by a subsequent agreement entered into between the Parties.

(b) A party (the "Non-breaching Party") may terminate this Agreement in the event there is a material breach of any of the terms of this Agreement by the other party (the "Breaching Party"). If the Non-breaching Party desires to terminate this Agreement for failure to comply with the terms of this Agreement, the Non-breaching Party must give written notice to the Breaching Party setting out in particular the manner in which the Breaching Party has failed to comply with the terms of this Agreement and must give the Breaching Party thirty (30) days to cure any such alleged material breach. This Agreement shall terminate unless, at the end of such thirty (30) day period, the Breaching Party can demonstrate that it has cured the material breach, if one existed, and is in substantial compliance with the terms of the Agreement. Notwithstanding the foregoing, this Agreement will not terminate hereunder if, during such thirty (30) day period, the Breaching Party institutes actions of a nature that will be sufficient to cure the breach within a reasonable period of time.

(c) Either Party may terminate this Agreement upon ninety (90) days written notice to the other Party.

(d) Termination of this Agreement shall not release or discharge either party from any obligation, debt or liability which shall have previously accrued and remains to be performed upon the date of termination.

## 6. PATIENT INFORMATION AND CONFIDENTIALITY:

(a) **Provider and ECU Information.** Each party recognizes and acknowledges that, by virtue of entering into this Agreement and providing services under this Agreement, it may have access to certain information of the other party that is confidential and constitutes valuable, special and unique property of such party. Except in connection with the performance of its duties under this Agreement or as otherwise required by law, each party agrees that neither it nor any of its Dental Health Professionals, employees, or agents will at any time (either during or subsequent to the Term) disclose to others, use, copy or permit to be copied, without the other party's express prior written consent, any confidential or proprietary information of the other party, including, without limitation, information which concerns such party's costs and/or charges to the extent not otherwise available to the public.

(b) **Patient Information.** Neither ECU nor any Dental Health Professional shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by **Provider** in writing, any patient or medical record information regarding patients receiving services hereunder, and ECU and Dental Health Professionals shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies regarding the confidentiality of such information. ECU acknowledges that in receiving or otherwise dealing with any records or information from **Provider** about patients receiving treatment for alcohol or drug abuse subject to redisclosure restrictions, ECU and Dental Health Professionals are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

(c) **HIPAA Compliance.** ECU agrees to comply with the applicable provisions of the Health Insurance Portability & Accountability Act of 1996 ("**HIPAA**") and its implementing regulations at 45 C.F.R. Parts 160, 162 and 164; and the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, and its attendant regulations and guidance (the "**HITECH Act**," and collectively with HIPAA, the "**Regulations**").

(d) **Revisions/Survival.** To the extent required by current or future final regulations adopted pursuant to the Regulations, the parties agree to revise this Agreement as necessary to conform to these requirements. The obligations to maintain confidentiality as addressed in this Section 7 shall survive termination of this Agreement or expiration of its Term.

## 7. MISCELLANEOUS:

(a) Assignment. This Agreement may not be assigned.

(b) Headings. The headings of the various sections of this Agreement are inserted for convenience and do not expressly or by implication limit, define, or extend the specific terms of the section so designated.

(c) Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be addressed to the parties hereto at their registered addresses or at such other address as a party provides to the other party from time to time; and (a) mailed by first class, United States mail, postage prepaid, certified, with return receipt requested, (b) hand delivered to the intended addressee, or (c) sent by nationally recognized overnight courier. Notice sent by certified mail in accordance with (a) above shall be deemed sufficiently given and effective for all purposes on the date such notice is deposited in the United States mail. Notice given by hand delivery in accordance with (b) above shall be deemed sufficiently given and effective for all purposes on the date such notice is delivered to the addressee (even if such addressee refuses delivery thereto). Notice sent by a nationally recognized overnight courier in accordance with (c) above shall be deemed sufficiently given and effective for all purposes on the date such notice is deposited with such overnight courier.

(d) Entire Agreement. This Agreement, including its Exhibits, constitutes the entire agreement between the parties, and no prior service agreements or addenda related to this subject matter between the parties remains in effect. Any changes in the Agreement must be in writing and be signed by each of the parties. This Agreement shall inure to the benefit of and be binding upon the parties hereto and upon their successors in interest of any kind whatsoever.

(e) Access to Books and Records. Upon written request of the Secretary of the U.S. Department of Health and Human Services or the Controller General or any of their duly authorized representatives, **Provider** and **ECU** will make available those contracts, books, documents, and records (collectively, "Records") necessary to verify the nature and extent of the costs of providing services under this Agreement. Such Records shall be available for up to four (4) years after the rendering of any such services. No attorney-client, accountant-client, or other legal privileges will be deemed to have been waived by **Provider** or **ECU** by virtue of this Agreement.

(f) Governing Law. This Agreement shall be governed by the laws of the State of North Carolina. Venue for any action, claim, or proceeding asserted in connection with this Agreement shall be Pitt County, North Carolina.

(g) Severability. If any part or provision of this Agreement is found not to be valid for any reason, such part or provision shall be entirely severable from and shall not have any effect upon the remainder of the Agreement.

(h) Change in Law. In the event any term or provision of this Agreement is found to be unenforceable or void, in whole or in part, as drafted, then the offending term

or provision shall be construed as valid and enforceable to the maximum extent permitted by law, and the balance of the Agreement shall remain in full force and effect.

(i) No Construction against Drafter. Each party to this Agreement and its counsel have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or Exhibits to this Agreement.

(j) Recitals and Exhibits. The Recitals and Exhibits are hereby fully incorporated into this Agreement by reference.

(k) Waiver. The waiver by either party of a breach or violation of this Agreement shall not operate or be construed as a waiver of such breach or any subsequent breach of the same or other provisions of this Agreement.

(l) Authority. The execution and performance of this Agreement has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the parties in accordance with its terms.

(m) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Counterpart signature pages may be executed and delivered by facsimile transmission or electronic mail, and any such counterpart executed and delivered by facsimile transmission or electronic mail shall be deemed an original for all intents and purposes.

(n) Certification. Provider certifies that as of the time this Agreement is entered into, it is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. 147-86.58.

**PLEASE CLICK [HERE](#) TO RETURN TO THE SODM RADIOLOGY SERVICES STORE WHERE YOU MAY CLICK "I ACCEPT" AND COMPLETE YOUR ONLINE REQUEST. BY CLICKING "I ACCEPT", YOU HEREBY AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF THE PROVIDER.**