

Service Agreement

This Agreement between _____ ("SNF") and _____ ("RADIATION ONCOLOGY CENTER") (collectively referred to as "the Parties") is executed this ___ day of _____, 20___, to set forth the terms and conditions of RADIATION ONCOLOGY CENTER'S provision of radiation oncology services to SNF patients covered under Part A of the Medicare Program ("MEDICARE PART A RESIDENTS").

1. The Parties acknowledge that from time to time on an 'as needed' basis as requested by SNF, RADIATION ONCOLOGY CENTER shall provide radiation oncology technical and professional component services to SNF MEDICARE PART A RESIDENTS, as defined by the Medicare Physician Fee Schedule. The Parties hereby also acknowledge that, under Medicare regulations currently in effect with respect to consolidated billing, RADIATION ONCOLOGY CENTER is precluded from billing Medicare Part B for radiation oncology technical component (but not professional component) services rendered to such patients.

2. Accordingly, RADIATION ONCOLOGY CENTER hereby agrees to bill SNF exclusively for any such technical component services, and SNF hereby agrees to pay RADIATION ONCOLOGY CENTER for such services *[in accordance with the fee schedule set forth at Attachment A][the amounts that otherwise would be allowable under the Medicare Physician Fee Schedule][Insert other payment formula]*. Such services shall be billed by RADIATION ONCOLOGY CENTER to SNF *[within ___ days of the date of service] [on the ___ day of the month following the provision of such services][insert other date]* and shall be paid by SNF *[within ___ days of the date when the invoice is received][no later than the ___th day of the month in which such services are billed][insert other due date.]*. RADIATION ONCOLOGY CENTER is authorized to, and shall bill Medicare Part B and any other applicable third party payer for any professional component radiation oncology services provided to a SNF MEDICARE PART A RESIDENT who is eligible for coverage under Medicare Part B.

3. All services provided by RADIATION ONCOLOGY CENTER shall at all times be rendered in accordance with the generally accepted standard of care for such services in the community.

4. This Agreement shall be effective on the ___ day of ___ and shall remain in effect *[for a term of ___years] [until terminated by either party]*. This Agreement may be terminated by either party by written notification of termination *[for breach of the terms hereof][with or without cause]*. Termination shall become effective ___ days after notice of termination is made in accordance with this Agreement; provided, however, that such if such termination is based on breach of this Agreement, the party alleged breaching party shall have ___ days to cure such breach.

5. Any notices required to be provided pursuant to this Agreement shall be sent by first class mail, postage prepaid, to the following addresses:

For RADIATION ONCOLOGY CENTER:

For SNF

All notices shall be deemed delivered three days after mailing in the United States mail.

6. Any dispute arising under this Agreement shall be governed by the laws of the State of _____, regardless of its choice of law principles.

7. This Agreement is the entire agreement of the parties and supersedes and prior oral or written agreements with respect to the subject matter hereof. This Agreement may not be amended except upon the mutual written consent of both parties.

8. Neither party may assign this Agreement without the prior written consent of the other party.

9. This Agreement may be executed in one or more counterparts, all of which together shall be deemed one and the same instrument.

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

RADIATION ONCOLOGY CENTER

By: _____
Print Name: _____
Title: _____

SNF

By: _____
Print Name: _____
Title: _____