



Diversified Radiology  
*of Colorado, P.C.*

*Musculoskeletal MR Fellowship Program*

**Fellowship Guide**

Revised February 2010



---

<b>Contents</b>	<b>Page</b>
President’s Welcome .....	3
Diversified Radiology – A Thumbnail Sketch .....	4
Introduction .....	6
Clinical Training Offered .....	7
Program Faculty .....	9
Requirements for Acceptance.....	10
Timeline for Application and Interview Process .....	11
Job Responsibilities .....	12
Credentialing and Licensure .....	16
Vacation and Holidays.....	17
Consideration for Future Employment .....	19
Radiologists – Key Contact Information .....	20
Administration – Key Contact Information .....	21
Fellowship Closeout Checklist .....	22
Evaluation of Fellowship Program by Departing Fellow .....	23
Sample Contract .....	24
Summary of Fellowship Employee Benefits .....	34

---

## **President's Welcome**

It is my pleasure to welcome you to Diversified Radiology of Colorado, P.C. As the largest radiology practice in Colorado, you are joining an exceptional team of physicians with some of the best radiology expertise in the country.

Each member of our group plays a key role in developing and maintaining the relationships in the local medical community that are the foundation of our practice. We believe that physician interaction and communication are essential to customer service and to building trust in a competitive marketplace. New members to the group should observe and promote these important courtesies.

We hope that your relationship with Diversified Radiology of Colorado, P.C. will be rewarding as we work together to provide the very best professional radiology service to our customers.

**Stephen G. George, M.D. - President**

---

## **Diversified Radiology – A Thumbnail Sketch**

### *Eighty Years of Service*

Diversified Radiology of Colorado, P.C. was founded in 1927 and is the largest group of radiologists in Colorado, resulting from a number of practice mergers in the 1990s.

### *Statewide Sub-Specialist Imaging*

The group provides professional services to hospitals and healthcare facilities throughout Colorado. Radiologists are on staff at 13 hospitals and numerous clinics and imaging centers. Other locations send images across Diversified's teleradiology network for reading by our sub-specialist radiologists, including Musculoskeletal Imaging, Neuroradiology, Pediatric Radiology, Nuclear Medicine, and Women's Imaging. Diversified also provides Interventional Radiology services. A group of Radiology Practitioner Assistants and Nurse Practitioners assist in some facilities.

### *Corporate Office*

Our corporate office is located at 938 Bannock Street in Denver. This location provides practice management and

---

administrative support, including billing and medical coding, physician credentialing and scheduling, quality assurance, transcription, contracts management, human resources, finance, information technology, and operations support. Radiology network reading rooms, executive offices and group meeting rooms are also located at the corporate office.

*Nighthawk*

The group contracts with a nighthawk service to provide preliminary reads from 9:00 p.m. to 7:00 a.m.

---

## Introduction

Diversified Radiology of Colorado, P.C. has hosted a one-year Musculoskeletal MRI Fellowship Program since 2001. The objective of the Fellowship Program is to provide unique learning opportunities to outstanding candidates in the field of musculoskeletal imaging. The program provides a focused training and mentoring program in Musculoskeletal Imaging (MSK).

The MSK Fellowship Program offers the opportunity for high volume Musculoskeletal MR, including Sports Medicine and Spine MR experience. Fellows work closely with the practice's MSK sub-specialist radiologists to interpret studies received via teleradiology from more than 40 MRs throughout Colorado. There is substantial exposure to learning opportunities in the areas of interpretation, dictation, arthrography and academics.

This *Fellowship Guide* is intended to help you get to know the practice, and to know who to ask for information and assistance.

---

## Clinical Training Offered

Diversified Radiology is a high volume private practice servicing multiple hospitals and clinics. MRI studies number 35-50 per day, meaning the MSK Fellow will be exposed in one year to the equivalent of three years of typical volume at other educational institutions. The diverse musculoskeletal caseload includes imaging of large and small joints, arthrography, and spine and sports medicine injuries.

The MSK Fellowship Program offers a number of training opportunities.

- Body Imaging.
- Computed Tomography.
- Magnetic Resonance Imaging.
- Arthrography.
- Spinal Intervention, Vertebroplasty, Steroid Injection.
- Facet and Selective Nerve Root Blocks.
- Didactic lecture series covering a wide variety of subjects.



---

Diversified Radiology has an extensive teleradiology network to send images from hospitals and other facilities for sub-specialist reads. Most facilities use sophisticated PACS systems.

---

## Program Faculty

### *Core Faculty*

John Roth, M.D.

Trystain Johnson, M.D.

Kelly Lindauer, M.D. (Fellowship Program Director)

Vincent Herlihy, M.D.

Eric Handley, M.D.

---

## Requirements for Acceptance

Applicants must meet the following criteria:

- Board Eligible/Certified in Diagnostic Radiology.
- Eligible to be licensed to practice in the State of Colorado.
- Successful candidates will complete a formal interview process.
- Completion of Accredited Radiology / Residency Training Program.
- Letters of recommendation and good standing
- Personal Statement and Biographical Sketch
- Motivated, proactive person with the drive and commitment to handle a significant workload.

---

## **Timeline for Application and Interview Process**

The Fellowship Program begins on July 1<sup>st</sup> each year and runs through June 30<sup>th</sup> of the following year.

Applications for the Fellowship Program are accepted from August – October two years prior to the program year. Letters of application, curriculum vitae and references from residency should be sent to the attention of the Program Coordinator. (Email is acceptable.)

Candidate interviews are scheduled immediately following the application period, typically from November – January as needed. (*Candidates are responsible for their own travel and lodging.*)

The selected Fellow will be identified no later than 16 months prior to the anticipated start of the Program.

---

## Job Responsibilities

The Fellow's job responsibilities during the 12-month period of the fellowship include:

### *Orientation and Preparation Period*

There is a two week orientation period during which time the Fellow tours the facilities served, is set up in hospital dictation systems and PACS, and completes other administrative functions necessary to working in the practice. Time is also scheduled with MRI technologists to participate in scanning patients. The process of positioning patients and having a full understanding of scanning protocols are essential to the interpretation of images.

### *Working with MSK Radiologists*

The Fellow works closely with the group's MSK radiologists, observing, over reading, interpreting and dictating cases. This exposure is a key component of the MSK Fellowship Program.

---

### *Reading Assignments*

The Fellow is contracted to work a total of 11 weekends (Saturday and Sunday) and 20 late/evening shifts during the fellowship period. Every effort is made to complete credentialing in a timely manner to allow the Fellow to begin reading as soon as possible after commencing the program. Regardless of when credentialing is completed the Fellow is responsible to complete the total contracted work schedule during the fellowship period.

The Fellow may moonlight within the practice one additional weekend each month, and may volunteer to work limited additional shifts on behalf of other radiologists within the practice during vacation time or weekends with the prior approval of the Program Director and assuming the fellow has the requisite skill set to staff the specific shift. Moonlighting must not interfere with the ability of the Fellow to achieve the goals and objectives of the Fellowship Program. All additional shifts worked by the Fellow are reimbursed at the daily rate specified in the *Associate Physician Employment Agreement* (Appendix A). All scheduling will be coordinated with the corporate Physician

---

Scheduler and the Fellowship Program Director to meet the needs of the practice. No scheduling arrangements may be made directly with individual radiologists.

### *Interface with Outside Physicians*

Diversified Radiology has numerous relationships with referring physicians and practices. The Fellow has the opportunity to work with many of these physicians, including clinical orthopaedics, attendance in the O.R., local hospital medical meetings, visiting externships with orthopedists, etc. The Fellow spends a week at Vail Valley Medical Center up to six times per year. In all such interfaces, the Fellow is expected to represent Diversified Radiology in a professional and courteous manner.

### *Research, Reading and Surgical Correlation*

Develop and maintain a DRC Case of the Month, and share by email with DRC radiologists, referring physicians and imaging center marketing staff. Compile interesting cases to add to the MSK Teaching File publication. Submit one article for publication during the training period.

*Conference Attendance*

Attendance at the *Annual Current Issues of Magnetic Resonance Imaging in Orthopaedics and Sports Medicine* meeting in San Francisco, Calif., along with other practice representatives. Attend regular hospital educational meetings, including Bone Tumor conference. The fellow will receive a stipend for travel expenses to the Stoller conference.

*Technologist Liaison*

Act as the coordinator/advisor to technologists on such topics as scanning protocols and contrast injections.

---

## Credentialing and Licensure

Diversified Radiology provides professional reading services to many hospitals and other medical facilities, and the MSK Fellow is required to be credentialed at all locations. The process of physician credentialing is time-consuming and detailed. Diversified's Credentialing Specialist oversees credentialing of all physicians within the group, including the MSK Fellow. It is essential that incoming Fellows provide all requested documentation and other information needed by the Credentialing Department in a timely fashion (i.e. seven months prior to the start date of the Fellowship Program). Individuals will not be allowed to participate in the MSK Fellowship Program unless all such information has been provided.

In addition, it is the Fellow's responsibility to apply for medical licensure in Colorado immediately upon acceptance into the MSK program. The group reimburses licensure costs.

---

## Vacation and Holidays

### *Vacation*

Three weeks are allowed for the purposes of vacation and an additional week will be given off to attend the Stoller conference. Additionally, the Fellow will not be scheduled to work on the weekends surrounding vacation weeks (thereby assuring 9-day vacation week stretches). Vacation week dates will be agreed with the Fellowship Program Administrator, to meet the needs of the practice.

### *Holidays*

Diversified Radiology schedules holiday coverage on a “major” and “minor” holiday basis. The only holidays recognized by the group are:

#### *Major Holidays*

Thanksgiving Day, Christmas Day.

#### *Minor Holidays*

New Year’s Day, Memorial Day, Independence Day, Labor Day.

---

The Fellow is scheduled to work *either* one major holiday *or* two minor holidays in the 12-month fellowship period. It should be noted that holidays include the official day of the holiday only, and do not include surrounding days (e.g. you may be off the Thursday of Thanksgiving, but scheduled to work the following Friday or weekend). Holidays do not attach weekends (e.g. there is no such thing as “the Labor Day weekend holiday”).

---

## **Consideration for Future Employment**

If staffing within the practice allows, and if both the Fellow and Diversified Radiology are in agreement, Diversified Radiology may offer a permanent position to the Fellow upon completion of the fellowship. Only a formal written offer from the Chief Executive Officer or Board of Directors will be binding in such a situation.



---

## Radiologists – Key Contact Information

Name	Title	Pager	Email
Steve George, M.D.	Group President	303-461-5314	<a href="mailto:sgeorge@divrad.com">sgeorge@divrad.com</a>
Mitch Achee, M.D.	Chief Medical Officer	303-461-6830	<a href="mailto:machee@divrad.com">machee@divrad.com</a>
Kelly Lindauer, M.D.	MSK Radiologist	303-855-0232	<a href="mailto:klindauer@divrad.com">klindauer@divrad.com</a>
Trystain Johnson, M.D.	MSK Radiologist	303-855-0255	<a href="mailto:tjohnson@divrad.com">tjohnson@divrad.com</a>
John Roth, M.D.	MSK Radiologist	303-461-3864	<a href="mailto:jroth@divrad.com">jroth@divrad.com</a>
Vincent Herlihy, M.D.	MSK Radiologist	303-760-3228	<a href="mailto:vherlihy@divrad.com">vherlihy@divrad.com</a>
Eric Handley, M.D.	MSK Radiologist	303-891-8262	<a href="mailto:ehandley@divrad.com">ehandley@divrad.com</a>



## Administration – Key Contact Information

Name	Title	Phone	Email
Kip McMillan	CEO	303-716-3770	<a href="mailto:cmcmillan@divrad.com">cmcmillan@divrad.com</a>
Lori Boggess	Executive Assistant/ Physician H.R.	303-716-3785	<a href="mailto:lboggess@divrad.com">lboggess@divrad.com</a>
Tracy Walker	CFO	303-716-3776	<a href="mailto:twalker@divrad.com">twalker@divrad.com</a>
Terry Janssen	Executive Assistant/ Physician Recruitment	303-984-5698	<a href="mailto:tjanssen@divrad.com">tjanssen@divrad.com</a>
Mitch Achee, M.D.	Chief Medical Officer	303-716-3771	<a href="mailto:machee@divrad.com">machee@divrad.com</a>
Terry Janssen	Fellowship Coordinator	303-984-5698	<a href="mailto:tjanssen@divrad.com">tjanssen@divrad.com</a>
Sara Hartman	Credentialing Manager	303-716-3787	<a href="mailto:shartman@divrad.com">shartman@divrad.com</a>
Keegan Flaugh	Physician Scheduler	303-984-5683	<a href="mailto:kflaugh@divrad.com">kflaugh@divrad.com</a>
Stacie Patrick	Payroll Manager	303-984-5682	<a href="mailto:spatrick@divrad.com">spatrick@divrad.com</a>
James Steinhauer	Accounts Payable/Expenses	303-984-5690	<a href="mailto:jsteinhaer@divrad.com">jsteinhaer@divrad.com</a>

---

DIVERSIFIED RADIOLOGY OF COLORADO, P.C.  
MUSCULOSKELETAL FELLOWSHIP PROGRAM

FELLOWSHIP CLOSEOUT CHECKLIST

At the end of the Fellowship period the Fellow meets with the Credentialing Specialist and/or Physician H.R. representative as well as the Program Director for a formal closeout meeting. This is an important meeting to ensure the Fellow has all paperwork and documentation needed to start a new position.

The following actions must be completed to confirm formal completion of the Fellowship:

- Hospital resignation letters relinquishing privileges at all hospitals.
- Medical license address change.
- Notification of DEA licensing.
- Malpractice company notification for end of malpractice insurance coverage.
- All keys, access cards, and ID cards turned in.
- DRC IT department notified to cancel email account.
- DRC Payroll department notified of end of employment date.
- Review of personal information packet (CME certificates, Fellowship certificate, and other correspondence).

---

DIVERSIFIED RADIOLOGY OF COLORADO, P.C.  
MUSCULOSKELETAL FELLOWSHIP PROGRAM

EVALUATION OF FELLOWSHIP PROGRAM BY DEPARTING FELLOW

Please complete the following evaluation of your year in the MSK Fellowship Program.

Rating 1, 2, 3 or 4

(1 = Excellent, 2 = Good, 3 = Acceptable, 4 = Needs Attention)

1. Quality of the Fellowship Program overall. \_\_\_\_\_

Comments:

2. Opportunity for learning and professional growth. \_\_\_\_\_

Comments:

3. How well did the Fellowship prepare you for life as an MSK radiologist? \_\_\_\_\_

Comments:

4. Accessibility of the Diversified Radiology MSK Radiologists. \_\_\_\_\_

Comments:

5. Experience gained in working with other (non-DRC) physicians. \_\_\_\_\_

Comments:

If you were running a Fellowship Program, what would you do differently?

DIVERSIFIED RADIOLOGY OF COLORADO, P.C.  
ASSOCIATE PHYSICIAN EMPLOYMENT AGREEMENT

**SAMPLE CONTRACT**

THIS AGREEMENT is made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, M.D. (subsequently called “Employee”) and Diversified Radiology of Colorado, P.C., a Colorado professional corporation (subsequently called “Corporation”).

1. NATURE AND PURPOSE OF AGREEMENT. The Colorado Revised Statutes, as amended, permit doctors of medicine to incorporate under the Colorado Corporation Code and practice as employees of such corporation. Employee desires to practice medicine as a corporate employee while keeping the best interests of patients and the public a solemn obligation. The Board of Directors of the Corporation has determined what reasonable compensation will be for the Employee and has offered employment for such compensation and any of the other benefits discussed below. The Employee is willing to accept employment on such terms, and the terms of this agreement supersede any prior agreements, whether written or oral, between the Employee and the Corporation. This Agreement is expressly conditioned upon Employee obtaining an unrestricted license to practice medicine in Colorado on or before the date employment commences.

2. PROFESSIONAL CONDUCT. Employee, as a doctor of medicine, will carry on the practice of medicine, specializing in the field of radiology, in accordance with the standards of professional conduct promulgated in the State of Colorado and pursuant to the direction and control of the Corporation.

3. EMPLOYMENT. The Corporation hereby employs the Employee as a doctor of medicine. The Employee hereby accepts employment from the Corporation upon



---

the terms and conditions set forth in this agreement. The Corporation shall have the power to determine not only what specific duties shall be performed by the Employee, but also the power to determine the means and manner by which those duties shall be performed. The Corporation shall have the power to determine the assignment of patients to the Employee and the hours and days to be worked by the Employee. The power to direct, control and supervise the duties to be performed, the manner of performing such duties and the time for performing such duties shall be exercised by the Board of Directors. The Employee recognizes and agrees that the Employee's employment is at the will of the Corporation.

4. TERM OF EMPLOYMENT. The term of employment shall commence on or about the 1<sup>st</sup> day of July 20\_\_\_ and shall continue for 12 consecutive months thereafter.

5. COMPENSATION. For all services rendered by the Employee under this Agreement, the Corporation shall pay the Employee, as a doctor of medicine, an annual salary of \$52,000.00 subject to payroll taxes and income tax withholdings. Compensation shall be paid in equal monthly installments on the last day of each month prorated for any month the Employee is not employed for the full month. The Employee may request to work additional shifts and will be compensated at the rate of \$1,300.00 per additional shift. This includes shifts worked by the Employee on behalf of other radiologists in the practice.

6. FRINGE BENEFITS. The Employee shall participate in such fringe benefit programs as are maintained by the Corporation subject to the eligibility requirements and limits of such programs. Such programs may be amended or terminated at any time at the discretion of the Corporation. See ATTACHMENT A.

7. EMPLOYEE'S DUTIES. The Employee is employed to practice medicine full-time on behalf of the Corporation. The Employee will not engage in the practice of

medicine except as an employee of the Corporation unless otherwise authorized by the Board of Directors. The Employee shall not undertake any outside activities that will interfere with Employee's practice unless otherwise authorized by the Board of Directors. All fees and income earned by the Employee in matters related to the practice of medicine, other than patient care, including fees from teaching, consulting, lecturing and writing, and the proceeds from any professional products or appliances developed, shall be the income of the Employer when such activities are performed during hours and days scheduled by the Corporation per paragraph 3 above. Any honorarium received for presenting papers or lectures at medical meetings done by the Employee on the Employee's own time shall be the Employee's income. Any expenses relating to such a medical meeting shall be Employee's responsibility and not the Corporation's.

8. FEES AND BILLING FOR SERVICES. The Corporation shall have the sole and exclusive right to bill and collect fees for services rendered by the Employee. The Employee hereby assigns to the Corporation the rights to bill patients or third party payers for services rendered by the Employee on and after the effective date of this agreement.

9. FACILITIES. The Corporation shall furnish facilities, equipment, services and assistance suitable to the Employee's position for the performance of the Employee's duties.

10. DISCLOSURE OF INFORMATION. Employee recognizes that he/she is practicing medicine as an employee of the Corporation, but it is agreed that nothing in this employment relationship shall modify the physician-patient privilege specified in the Colorado Revised Statutes, Section 13-90-107-1(d).



11. EXPENSES. The Employee is required, as a condition of employment, to incur reasonable and necessary expenses in conjunction with the maintenance of a home telephone for business use, for the purpose of providing and maintaining an automobile for business use, including providing adequate liability insurance and for promoting the Corporation's medical practice. While the Corporation recognizes the necessity for all such expenditures in order to retain and further the professional skills, abilities and standing of its employees and to properly maintain, promote and develop the Corporation's medical practice, the Corporation believes that such expenditures should normally be incurred and paid as ordinary and necessary business expenses by each Employee rather than the Corporation unless such expenditures are specifically assumed by action of the Board of Directors of the Employer. The Corporation, however, shall pay all dues and fees of the Colorado State Medical Society, the American College of Radiology, the Denver Medical Society, the Colorado Radiological Society and the American Roentgen Ray Society, as well as the Colorado State license fee, narcotic license fee and hospital staff fees. The Corporation shall also pay the registration expense and travel expenses (no more than coach airfare) for one national radiology conference per year within the continental U.S. approved in advance by the Corporation's Board of Directors. Other expenses such as food, lodging, and automobile expenses shall also be paid by the Corporation. Scheduling for any professional meetings and institutes must fit within the Corporation's vacation scheduling process.

12. PROFESSIONAL LIABILITY INSURANCE. The Corporation shall pay the cost of the Employee's professional liability insurance at such limits and with such carriers as shall be determined by the Board of Directors. Once this Agreement is terminated for any reason at a time when the Corporation maintains a claims made policy, the Corporation shall purchase the "tail" on such policy to provide continuing coverage *unless* the Employee's new professional liability insurance provides "prior acts" coverage.

13. VACATIONS AND MEETING TIME. The Employee shall be entitled to a total of 3 weeks per year for the purposes of vacation and attendance at professional seminars, meetings and institutes for the purpose of enhancing the continued quality care to patients of the Corporation. Vacation and meetings shall be scheduled at such time or times as will not seriously interfere with the business of the Corporation. Vacation time and meeting time shall be proportionately reduced if Employee is employed for less than a full year.

14. SICKNESS OR DISABILITY. Employee shall not be entitled to any compensation for periods of sickness or disability. Following sixty (60) days of disability during any twelve (12) month period or upon the Employee's death, this employment agreement shall terminate and the disabled Employee shall have no further claim for compensation under this Agreement.

15. DEATH DURING EMPLOYMENT. Upon termination of employment as a result of the Employee's death, the Corporation shall pay to the beneficiary named in writing by the Employee, or if none, to the Employee's surviving spouse, or if none, to the Employee's surviving children, or if none, to the personal representative of Employee's estate, any unpaid compensation for the month of Employee's death if not already paid.

16. TERMINATION FOR OTHER THAN DISABILITY OR DEATH. This Agreement shall terminate for reasons other than disability or death upon the first of the following events to occur:

(a) Termination Without Cause. This Agreement may be terminated without cause upon the first to occur of the following:

- (i) Upon thirty (30) days written notice by the Employee to the Corporation, provided that during such notice period the Employee shall continue to satisfactorily perform all duties pursuant to the agreement; or
- (ii) Upon thirty (30) days written notice by the Corporation to the Employee, provided that during such notice period the Employee shall continue to satisfactorily perform all duties to this agreement; or
- (iii) Immediately upon notice by the Corporation with payment of thirty (30) days compensation to the Employee.

(b) Termination for Cause. The Corporation may terminate this Agreement as a result of a cause enumerated in this paragraph without advance notice or payment of additional compensation in lieu of notice. Cause for such termination shall exist if the Employee commits any act or engages in any pattern of behavior which is detrimental to the interests of the Corporation, its other employees, or any patient to whom any employee of the Corporation provides radiology services, including but not limited to:

- (i) Loss of license to practice medicine;
- (ii) Loss of staff privileges at any hospital at which the Corporation renders services;
- (iii) Abuse of any controlled substance or of alcohol when such abuse is detrimental to the ability of the Employee to practice radiology and the Employee fails to take steps to eliminate this problem;
- (iv) Failure to comply with any provision of the Corporation's contractual agreements, which failure substantially impairs the ability of the Corporation to render competent medical care or failure to comply with any term of the Agreement for Combination of Practices;

- (v) Failure to render competent and timely medical care to patients of the Corporation;
- (vi) Failure to maintain adequate medical records and files;
- (vii) Failure to maintain a standard of professional conduct that meets the standard prevailing of the medical community;
- (viii) Conduct which causes Employee to be unable to obtain and maintain professional liability insurance at a level and premium comparable to the level maintained by the other physician employees of the Corporation; or
- (ix) Conflict with other members of the Corporation, others in the medical community, or others in the wider community which substantially impairs the ability of the Corporation to render competent medical care; or
- (x) In the event the Employee is sanctioned by Medicare or Medicaid.

In the event of a termination by the Employer under Items 4 or 6 above, the Corporation shall provide notice to the Employee of the failure and will provide Employee with a reasonable period of up to thirty (30) days to correct the behavior of the Employee without termination of employment.

17. SUSPENSION. The Employee acknowledges and agrees that at any time upon action of the Board of Directors of the Corporation the Employee may be suspended for any reason immediately and directed to cease all duties pending a subsequent determination by the Board of Directors with respect to the Employee's employment status. During a period of suspension, the Employee's employment may be terminated pursuant to a Termination Event as described above or the Employee may be reinstated to employment

---

status. Such suspension period may be with or without pay as determined by the Board of Directors.

18. RIGHTS UPON TERMINATION. Upon termination for any reason other than disability or death, the Corporation shall pay to the terminating Employee his/her monthly salary for the month of the Employee's termination, plus any accrued but unpaid vacation pay.

19. PATIENT INFORMATION. Employee agrees not to take any action to solicit any patients of the Corporation other than for the purposes of the Corporation's practice, before or after termination of employment, without the prior written consent of the Corporation. Employee agrees that all patient charts, diagnostic reports and records, patient lists, files, ledger cards, records, x-rays, tissues and other specimens, and similar patient care items and all financial data, provider contracts, practice procedures and protocols developed by the Corporation, computer software, codes and systems and other business documents (the "Confidential Information") are the property of the Corporation and shall remain with the Corporation after Employee's termination of employment. After termination of employment, Employee shall have reasonable access to such charts, files, ledger cards, records, x-rays and similar patient care items only for the purpose of defending a professional liability action, continued patient care or governmental regulatory compliance. During Employee's employment, Employee shall not copy, duplicate or remove any such Confidential Information other than in the normal course of performing duties as an Employee of the Corporation. During the term of this agreement and at all times thereafter, the Employee shall not disclose the Confidential Information to any third party except as required to carry out the Employee's duties during the term of this agreement or as required by law, and Employee shall not use such Confidential Information to the detriment of the Corporation. This paragraph shall survive the termination of this agreement.

---

20. WAIVER OF BREACH. Waiver by the Corporation of a breach of any provision of this Agreement by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Employee.

21. RIGHT OF SETOFF. In the event of termination of the Employee's employment for any reason, the Corporation shall be entitled to offset against any amounts due by the Corporation to the Employee under this agreement all amounts then payable by Employee to the Corporation. The Employee hereby assigns to the Corporation all amounts due by the Corporation to the Employee to the extent necessary to offset any such debts and liabilities against any amount the Employee is otherwise entitled to receive from the Corporation.

22. NOTICES. Any notices required or permitted to be given under this agreement shall be sufficient if in writing and if sent by registered mail to the residence of the Employee or to the principal office of the Corporation, as the case may be.

23. ASSIGNMENT. The rights and obligations of the Corporation and the Employee under this Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Corporation.

24. SEVERABILITY. In case any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.



25. GOVERNING LAW. This Agreement shall be construed under the laws of the State of Colorado.

26. ENTIRE AGREEMENT. This instrument contains the entire agreement of the parties and it may not be changed orally but only by written agreement signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

DIVERSIFIED RADIOLOGY OF COLORADO, P.C.

By \_\_\_\_\_

Title \_\_\_\_\_

EMPLOYER

\_\_\_\_\_, M.D.

EMPLOYEE



---

DIVERSIFIED RADIOLOGY OF COLORADO, P.C.  
SUMMARY OF FELLOWSHIP EMPLOYEE BENEFITS

\*Full-time is defined as being regularly scheduled to work at least 32 hours per week

**GROUP MEDICAL/DENTAL/PRESCRIPTION INSURANCE**

*United Healthcare*

- >Benefit effective on 1<sup>st</sup> day of second month of employment
- >Choose one (1) of three (3) plans offered

**GROUP LIFE/ACCIDENTAL DEATH & DISMEMBERMENT**

1 x annual earnings + \$30,000 for a maximum benefit of \$130,000.  
Monthly premium is paid by employer.

**GROUP LONG TERM DISABILITY**

Covers own occupation to age 65; 6 month waiting period; benefit percentage is 60%;  
monthly plan maximum is \$15,000.

Monthly premium is paid by employer.

**FLEXIBLE SPENDING ACCOUNT**

Benefits offered under this plan are:

- \* Group health plan premium program (family/dependent coverage)
- \* Medical expense program
- \* Dependent care assistance program (child care)

**PROFESSIONAL LIABILITY INSURANCE**

Claims Made Policy, \$1M/\$3M.

Must be a member of Denver and Colorado Medical Societies to receive premium discount.

Employer pays quarterly premium & membership dues to required societies.

Employer pays “tail” policy premium, if applicable



Diversified Radiology  
*of Colorado, P.C.*

---

**PROFESSIONAL DUES (paid by corporation)**

Hospital Staff Dues (related to Fellowship Program)  
Colorado Medical Society  
Denver Medical Society  
Colorado Radiological Society and Educational Meetings  
DEA Registration  
Colorado Medical License  
American College of Radiology  
American Roentgen Ray Society