

## TRAINING AFFILIATION AGREEMENT

Sponsoring Agency	Affiliated Training Agency
(Name of Clinical Facility)	Global Physics Solutions – Division of Education and Training
(Street Address)	100 East Wayne Street, Suite 140
(City, State, Zip Code)	South Bend, Indiana 46601
Designated Contact Person:	Program Coordinator:
(Name)	Becky Fletcher
(Email)	Email: becky.fletcher@globalphysics.net
(Phone)	Phone: 866-537-2200
(Fax)	Fax: 574-232-2405

This Trainee Affiliation Agreement (“Agreement”), is effective (Month, Day), 2010 (the “Effective Date”), by and between (Name of Clinical Facility), with a principal place of business at (Clinical Facility Street Address, City, State, Zip Code) (the “Sponsoring Agency”), and Global Physics Solutions, Inc., with a principal place of business at 6707 FM 1960 West, Houston, TX 77069 (the “Affiliated Training Agency”). Together, Sponsoring Agency and Affiliated Training Agency are the “parties,” and each is a “party.”

WHEREAS, Affiliated Training Agency is the owner and operator of an educational program in the field of Remote Dosimetry Training School (the “Educational Program”), which provides in its curriculum a clinical experience requirement for participating Trainees (the “Clinical Practicum”), and Affiliated Training Agency desires that the facilities of Sponsoring Agency be utilized to provide this clinical experience for such Trainees; and

WHEREAS, Sponsoring Agency is willing, in order to foster training of health care providers for its future patients, to make its facilities available for such purpose;

NOW, THEREFORE, in consideration of the foregoing, and upon the terms and conditions hereinafter set forth, Sponsoring Agency and Affiliated Training Agency do hereby agree as follows:

### **1. Duties of Affiliated Training Agency**

Affiliated Training Agency shall, during the term of this Agreement carry out the following responsibilities, without cost or expense to Sponsoring Agency:

1.1 Educational Program and Clinical Practicum. Assume and maintain full responsibility for the planning and execution of its Educational Program and the Clinical Practicum, including coordination with Sponsoring Agency for clinical experience of Trainee, implementation of required educational and clinical programming, curriculum content, faculty appointments, faculty administration and the requirements for graduation.

1.2 Orientation. Provide orientation to the Educational Program and the Clinical Practicum to Sponsoring Agency’s staff who will be involved with the Clinical Practicum.

1.3 Program Coordinator. Designate a coordinator for the Clinical Practicum (“Program Coordinator”) who shall be Sponsoring Agency’s contact for all matters relating to the Clinical Practicum and this Agreement.

1.4 Trainee Selection. Select and send to Sponsoring Agency all Trainee participants in the

Clinical Practicum (“Trainees”), subject to the limitations set forth in Sections 2.5 and 3.5.

1.5 Assurances Regarding Trainees. Ensure the following with respect to Trainees throughout the term of this Agreement:

1.5.1 Record keeping. Maintain written records and documentation of all Trainees and correspondence related to program.

1.5.2 Sponsoring Agency Orientation. Notification of Trainees prior to final clinical assignment at the Sponsoring Agency that he/she is responsible for following the administrative policies, standards and practices of the Sponsoring Agency. In coordination with Sponsoring Agency’s Designated Liaison, all Trainees participating in a Clinical Practicum with the Sponsoring Agency have been adequately oriented to the Sponsoring Agency’s policies and procedures.

1.5.3 Employee Health Records. All applicable Trainee Health Documentation shall be made available to Sponsoring Agency upon request.

1.5.4 Criminal Conviction Background Check. Affiliated Training Agency shall provide the results of Trainee criminal background checks to Sponsoring Agency upon request.

1.5.6 Identification. Each Trainee will be required to wear official identification acceptable to Sponsoring Agency at all times while on Sponsoring Agency property.

1.5.7 Prior Instruction. Qualified instructors are provided to teach the total program and who will work cooperatively with the staff of the Sponsoring Agency. The necessary teaching aids, library reference books, classroom supplies, equipment and other teaching materials for the systematic and proper conduct of the educational program are the responsibility of the Affiliated Training Agency and the Trainees, which Trainees have satisfactorily completed the prerequisite instructional portion of the Educational Program.

1.6 Trainee Withdrawal. Immediate withdrawal will commence for any Trainee when the Trainee is deemed unacceptable and undesirable to Sponsoring Agency for reason of health, performance of duties or other reasonable causes as determined in the sole discretion of Sponsoring Agency.

1.7 Notification of Good Standing. Notify Sponsoring Agency immediately in the event that a Trainee for any reason fails to remain in good standing at the Affiliated Training Agency.

1.8 Supervision and Instruction. Provide supervision and instruction reasonably required by the Clinical Practicum and as mutually agreed upon by the parties. In connection with such supervision and instruction, Sponsoring Agency shall designate a specific Sponsoring Agency employee or agent to supervise each Trainee while he/she is on Sponsoring Agency premises. Sponsoring Agency shall have the ultimate right to direct and control each Trainee while the Trainee is on Sponsoring Agency premises. In the event of a disagreement between Sponsoring Agency and Affiliated Training Agency regarding patient care activities on Sponsoring Agency premises, Sponsoring Agency shall prevail.

1.9 Trainee Evaluation. Evaluate the Trainees participating in the Clinical Practicum. Affiliated Training Agency shall seek input from Sponsoring Agency personnel related to Trainee performance. Affiliated Training Agency shall be responsible for determination of the Trainee’s final grade for the clinical experience.

## **2. Duties of Sponsoring Agency**

Sponsoring Agency shall perform or provide the following, without charge, during the term of this Agreement:

2.1 Training. Facilitate such clinical experience and training for the Trainees as specified in

the clinical objectives in Exhibit A attached hereto and incorporated herein.

2.2 Facility and Resources. Allow the Trainees to utilize the Sponsoring Agency facilities and resources, including supplies and equipment that are essential for clinical experience and for services relating to the clinical experience. Sponsoring Agency shall also permit the use of Sponsoring Agency's cafeteria, library and parking facilities by Trainees subject to Sponsoring Agency's rules and regulations.

2.3 Designated Contact Person. Designate a Sponsoring Agency contact person for the Program Coordinator to work with, which designee shall be considered the Liason representing the Sponsoring Agency and who shall be Affiliated Training Agency's contact for all matters relating to the Clinical Practicum and this Agreement.

2.4 Determine Participation. Inform the Affiliated Training Agency within such time periods as may be mutually agreed to by the parties of the number of Trainees who may participate in the Clinical Practicum. The parties shall agree in writing in advance of the commencement of the Clinical Practicum to the beginning date and the length of each Trainee's participation in the Clinical Practicum.

2.5 Orientation. Provide Materials and conduct orientation for Instructors/Trainees on Sponsoring Agency's standards, policies, and procedures, and make accessible to Instructors/Trainees Sponsoring Agency policies and procedures.

2.6 Emergency Treatment. Provide emergency first-aid treatment, as available, to a Trainee if such treatment becomes necessary while any such Trainee is on the premises of Sponsoring Agency and participating in the Clinical Practicum. Trainee shall be responsible for the charges of any such care or treatment. Sponsoring Agency shall not be obligated to furnish other medical care, service, or treatment to any Trainee.

2.7 Exception to Duties. Notwithstanding the foregoing provisions of this Article 2, nothing herein shall obligate Sponsoring Agency to provide any service or perform any activity, which, in the sole judgment of Sponsoring Agency, may interfere with the provision of medical care to its patients.

### **3. Nature of Agreement**

3.1 Public Service. Sponsoring Agency and Affiliated Training Agency acknowledge and agree that Sponsoring Agency is entering into this Agreement as an accommodation to Affiliated Training Agency and as a public service in furtherance of its charitable mission. Subject to the provisions of Article 5 hereof, neither party shall be required to make any payment to the other pursuant to this Agreement.

3.2 Independent Contractors. It is expressly understood and agreed that, the relationship between Sponsoring Agency and Affiliated Training Agency hereunder is that of independent contractors. Nothing contained in this Agreement is intended to create, or shall be construed to create, any other relationship of any kind between Sponsoring Agency and Affiliated Training Agency, whether of agency, partnership, joint venture, association, or otherwise. Neither Affiliated Training Agency nor any Trainee shall have a claim against Sponsoring Agency under this Agreement or otherwise for social security benefits, workers' compensation benefits, vacation pay, sick leave, retirement benefits, disability or unemployment benefits, or employee benefits of any kind. Sponsoring Agency shall not withhold on behalf of Affiliated Training Agency or Trainees any sums for income tax, unemployment insurance, social security or any other purposes, and all such withholdings or obligations shall be the sole responsibility of Affiliated Training Agency.

3.3 Affiliated Training Agency Training Program. The Clinical Practicum is understood and agreed to be a training program of Affiliated Training Agency and not of Sponsoring Agency. Other than as expressly provided in this Agreement, each Trainee participating in the Clinical Practicum shall be and remain under the direction and control of Affiliated Training Agency. No such Trainee shall be entitled to compensation or remuneration from Sponsoring Agency for activities or services performed in the Clinical Practicum. Except to the extent required by law, in no event shall any such Trainee be deemed to

be an employee, servant, representative, or agent of Sponsoring Agency for any purpose whatsoever. Trainees shall not be entitled to employment Sponsoring Agency upon conclusion of clinical training rotation.

3.4 Trainee Assignments. Sponsoring Agency reserves the right to, at any time, accept or deny individual assignments of Trainees to Sponsoring Agency for the Clinical Practicum based on either (i) the outcome of the prospective Trainee interview (via phone or in person), or (ii) inadequate Sponsoring Agency staff availability for appropriate performance of the supervision and instruction requirements in accordance with Section 2.2, as determined in Sponsoring Agency's sole discretion.

3.5 Care of Sponsoring Agency's Patients. The treatment, care and health guidance of all of Sponsoring Agency's patients are the responsibility of the Sponsoring Agency and will be determined by the appropriate member of Sponsoring Agency's staff.

3.6 Prohibition Against Discrimination. Sponsoring Agency and Affiliated Training Agency agree to make no distinction in the admission of Trainees to the Clinical Practicum on the basis of race, sex, religion, color, national origin, age, marital status, sexual orientation, veteran status or disability.

#### **4. Term and Termination**

4.1 Term. The term of this Agreement shall commence as of the Effective Date, and shall continue in full force and effect for one (1) year unless earlier terminated according to this Agreement. This Agreement will automatically renew for successive one (1) year terms unless either party gives written notice of intent to terminate not less than ninety (90) days prior to the end of the then-current term. Notwithstanding the termination of the Agreement those Trainees then enrolled in the Clinical Practicum at Sponsoring Agency shall be allowed to complete their participation in the Clinical Practicum.

4.2 Termination Without Cause. Sponsoring Agency or Affiliated Training Agency may terminate this Agreement at any time by giving written notice of such termination to the other party not less than sixty (60) days prior to the commencement of the next quarter (if the Affiliated Training Agency operates on the quarter system) or the next semester (if the Affiliated Training Agency operates on the semester system).

4.3 Termination With Cause. Sponsoring Agency or Affiliated Training Agency may terminate this Agreement by giving thirty (30) days' prior written notice to the other party if the party to whom such notice is given is in breach of any material provision of this Agreement. The party giving notice of termination shall set forth in the notice the facts underlying its claim for breach. Notwithstanding the foregoing, this Agreement shall not terminate in the event the breaching party cures the breach to the satisfaction of the non-breaching party within fifteen (15) days of receipt of such notice.

4.4 Survival. The provisions of Articles 5, 6, 7 and 8 shall survive termination of this Agreement.

#### **5. Indemnification and Insurance**

5.1 Indemnification. Affiliated Training Agency shall indemnify, defend and hold harmless Sponsoring Agency, its trustees, officers, employees, agents and affiliates from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses (including, without limitation, attorneys' fees and expenses of litigation) arising out of or relating in any manner to damages or injury caused by or resulting from negligent or intentional acts or omissions by the Affiliated Training Agency, or its employees, agents, or Trainees, or arising out of or resulting from the performance or non-performance by the Affiliated Training Agency of its obligations hereunder.

5.2 Insurance. Affiliated Training Agency shall request each Trainee to maintain at his/her own expense, throughout the term of this Agreement, professional liability insurance covering the services to be rendered by Trainees under this Agreement in the amount of at least [\$1,000,000] for each

occurrence with a per annum aggregate limitation of at least [\$3,000,000] and require the Trainee to provide a certificate as evidence of such insurance if so requested. Additionally, Affiliated Training Agency shall maintain throughout the term of this Agreement general liability insurance and professional liability insurance covering the activities of Affiliated Training Agency and Affiliated Training Agency employees and agents under this Agreement in the amount of at least [\$1,000,000] for each occurrence with a per annum aggregate limitation of at least [\$3,000,000] and shall obtain so-called "tail insurance" in the above amounts if the insurance being provided is on a claims-made as opposed to an occurrence basis. Affiliated Training Agency shall deliver to Sponsoring Agency a certificate(s) reflecting such insurance coverage, and Affiliated Training Agency and/or Trainee (as applicable) shall instruct and obtain the consent of each insurer to provide prior written notice to Sponsoring Agency (equal to notice given to Affiliated Training Agency and/or Trainee, as applicable) of any actual or proposed cancellation, termination, expiration, non-renewal, reduction, or other change in the amount or scope of any coverage under such policy for any cause. Sponsoring Agency shall not be required to provide such insurance nor shall Sponsoring Agency be liable for the payment of any premiums on such insurance.

## **6. Confidentiality and Privacy**

6.1 Confidentiality. Affiliated Training Agency shall instruct all Trainees to respect and preserve the confidential nature of Sponsoring Agency confidential or proprietary information which is not known to the public. No records of the Sponsoring Agency, including, but not limited to, patient, financial, or other proprietary business records shall be removed from the premises by a Trainee under any circumstances. All such records shall be and shall remain the sole property of Sponsoring Agency.

6.2 HIPAA. The Affiliated Training Agency recognizes that Sponsoring Agency, as a covered entity (as defined in the HIPAA Regulations), must comply with the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended from time to time, and as promulgated at any time during the term of this Agreement (collectively, the "HIPAA Regulations"), with respect to the privacy and security of "protected health information" (as defined in the HIPAA Regulations) created, transmitted, maintained or received by Sponsoring Agency ("PHI"). Affiliated Training Agency agrees to assist Sponsoring Agency to comply with, and will ensure that the Trainees comply with and assist Sponsoring Agency to comply with, the HIPAA Regulations in connection with the performance of its/their obligations under this Agreement. Affiliated Training Agency shall ensure that the Trainees use appropriate safeguards to prevent use or disclosure of PHI except as authorized hereunder, and to notify Sponsoring Agency of any such unauthorized use or disclosure promptly upon becoming aware thereof. Affiliated Training Agency agrees that it will amend this Agreement from time to time as reasonably requested by Sponsoring Agency to incorporate any relevant changes to the HIPAA Regulations. Affiliated Training Agency shall ensure that each Trainee signs the Sponsoring Agency Confidentiality Agreement attached hereto as Exhibit B and that each Trainee agrees to abide by all policies and procedures implemented by Sponsoring Agency to ensure its compliance with the HIPAA Regulations, and that each Trainee complies with Sponsoring Agency and Sponsoring Agency medical staff policies and procedures regarding patient privacy and confidentiality. The parties agree that the Trainees, in providing treatment to Sponsoring Agency patients, operate as a work force arrangement with Sponsoring Agency.

## **7. Compliance**

7.1 Compliance with Sponsoring Agency Standards. Affiliated Training Agency shall, and shall ensure that each Trainee shall (a) comply with all applicable terms of this Agreement and all policies, bylaws, rules and regulations of Sponsoring Agency and Sponsoring Agency's medical staff applicable to Trainee, as in effect from time to time; (b) cooperate in good faith to investigate any complaints made by Sponsoring Agency patients or Sponsoring Agency personnel and to resolve such complaints in a reasonable time with appropriate action; and (c) ensure that all services provided at or under the auspices of the Sponsoring Agency are at all times rendered in a competent and professional manner, consistent with the continuous quality improvement standards of the Sponsoring Agency as in effect from time to time.

7.2 Compliance with Applicable Laws, Regulations and Standards. Affiliated Training Agency shall comply and shall ensure that each Trainee complies with all applicable laws, rules and regulations of all governmental authorities and accrediting agencies having jurisdiction over Sponsoring Agency, Affiliated Training Agency, Trainees and/or this Agreement.

## 8. Miscellaneous Provisions

8.1 Notices. Written notice required under this Agreement shall be effective when delivered by hand-delivery or sent by United States registered or certified mail, postage prepaid and return receipt requested, consigned to an established overnight mail carrier, or sent by confirmed facsimile, and addressed or delivered to the Parties at the following addresses (or such address as may hereafter be designated by a Party by written notice thereof to the other Party actually received):

To Affiliated Training Agency:

Global Physics Solutions  
640 E. Dayton-Yellow Springs Road  
Fairborn, Ohio 45324

Attn: COO  
Fax: 800-956-7603

To Sponsoring Agency:

Name of Sponsoring Agency  
Street Address  
City, State Zip Code

Attn:  
Fax:

8.2 Use of Name. Without the prior written consent of the other party, neither party shall use the name or any substantive part of the name of the other party in any advertising, publicity, or publication, except to the extent required to comply with applicable law, to supply information to any licensing or accrediting body of Sponsoring Agency or Affiliated Training Agency, or to obtain the consent of Sponsoring Agency patients for Trainees to participate in their medical care.

8.3 Sponsoring Agency Equipment and Supplies. Affiliated Training Agency shall not and shall cause each Trainee not to remove any equipment or supplies furnished by Sponsoring Agency without the express written authorization of Sponsoring Agency.

8.4 Trainee Expenses. Each Trainee shall be responsible for his/her personal expenses while participating in the Clinical Practicum.

8.5 No Third Party Rights. The parties do not intend the benefits of this Agreement to inure to any third person not a signatory hereto. Notwithstanding anything contained herein, or any conduct or course of conduct by any party hereto, before or after signing this Agreement, this Agreement shall not be construed as creating any right, claim or cause of action against either party by any person or entity not a party to this Agreement.

8.6 Incorporation of Exhibits. All schedules, exhibits, addenda, and recitals referred to in this Agreement are an integral part of this Agreement and are hereby incorporated into this Agreement.

8.7 Amendment. This Agreement may be amended at any time by mutual agreement of the parties, provided that any amendment shall become effective only when reduced to writing and signed by the parties hereto.

8.8 Assignment and Delegation. No assignment of this Agreement or delegation of the rights and obligations hereunder shall be valid without the specific prior written consent of both parties hereto except that this Agreement may be assigned by Sponsoring Agency as a result of reorganization, merger, consolidation, sale of assets, change in control or sponsorship, or bankruptcy, or to any successor entity. Subject to the prohibition contained in this paragraph, this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

8.9 Governing Law. This Agreement and all matters arising out of and relating to this Agreement shall be construed and enforced exclusively in accordance with the laws of the State of Texas, without regard to conflict of law rules.

8.10 Waiver. No delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future. Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

8.11 Section Heading. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.12 Entire Agreement. This Agreement, including all Exhibits and attachments, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements, negotiations, and communications, whether written or oral, between the parties hereto with respect to the subject matter hereof.

8.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives effective as of the date first above written.

**NAME OF SPONSORING AGENCY**

By: \_\_\_\_\_  
Name:  
Title:

GLOBAL PHYSICS SOLUTIONS, INC.

By: \_\_\_\_\_  
Name:  
Title:



## **Exhibit A**

### CLINICAL PRACTICUM OBJECTIVES

Dosimetry Trainee will:

1. Observe Clinical Simulations.
2. Assist in Basic 3D Treatment Planning.
3. Assist in Normal Structure Contouring.
4. Assist in Chart Review.
5. Assist in Double Calculation Check.
6. Complete Course Required Case Studies.
7. Complete Course Required Modules.
8. Participate in Tumor Boards (attend Tumor Boards)
9. Participate in Weekly Chart Rounds (attend Chart Rounds)

Trainee will:

1. Adhere to Hospital Dress Code.
2. Adhere to Professional Code of Conduct for a Medical Dosimetrist.
3. Complete all Safety and JCAHO required Training.
4. Adhere to all Department Policies.

## **Exhibit B**

### **HIPAA AND CONFIDENTIALITY** **WHAT TRAINEES/ VOLUNTEERS/OBSERVERS NEED TO KNOW**

- As a Trainee/volunteer/observer at Sponsoring Agency, you will have access to confidential information of our patients.
- Confidential information includes but is not limited to:
  - A patient's name, address, phone number, age and social security number,
  - The reason a person is ill or in the hospital,
  - A patient's treatment and medication(s), and
  - Any observation about a patient's condition or past health conditions.
- Federal and state laws, including HIPAA, and our policies and procedures, protect the privacy and security of this confidential information.
- Sponsoring Agency prohibits you from using or disclosing confidential information outside the scope of your Trainee/volunteer/observer activities.

#### Guidelines For The Use Of Confidential Information

- ✓ You may use confidential information as necessary to carry out your responsibilities as a Trainee/volunteer/observer.
- ✓ You may only access a patient's confidential information if you are involved in the patient's care.
- ✓ You may only access the minimum amount of information necessary to care for a patient or to carry out an assignment.
- ✓ You may share information with other health care providers for treatment purposes.
- ✓ You may NOT record confidential information on any assignments that you may need to submit to your instructor, reports you may need to submit to your program, or forms you need to take with you.
- ✓ You may NOT photocopy confidential information.
- ✓ You may NOT photograph patients.
- ✓ When disposing of any documents with confidential information, do not put them into a waste can. Instead, place discarded documents into containers marked for shredding.
- ✓ Be aware of your surroundings when discussing confidential information because others may overhear you. NEVER discuss confidential information in elevators, bathrooms, the cafeteria, on the employee shuttle bus or in any other public place.
- ✓ If you have questions contact your instructor, volunteer coordinator, or Director of Nursing Practice and Education.

Remember, anything you see, hear, read, or observe about a patient is confidential and must be kept confidential.

Please read, sign, date this acknowledgement, and return it to your **Program Coordinator for your Affiliating Training Agency.**

ACKNOWLEDGEMENT

I have read and understand this information. I will abide by the confidential information guidelines when performing activities or observing at Sponsoring Agency.

Signature of Trainee \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature of Program Coordinator \_\_\_\_\_

Name of Affiliated Training Agency  
Program \_\_\_\_\_