



## REMOTE DOSIMETRY SCHOOL STUDENT TRAINING AGREEMENT

This Advanced Radiotherapy Consulting Student Training Agreement is effective \_\_\_\_\_, 2011 and is between:

Applicant Name

---

Applicant Name (hereafter referred to as Student)

---

Address

---

City, State, Zip Code

---

Phone Number

AND

Advanced Radiotherapy Consulting

---

Training Organization (hereafter referred to as Affiliating Training Agency)

100 East Wayne Street, Suite 140

---

Address

South Bend, Indiana 46601

---

City, State, Zip Code

Brandy Stacy; 866-537-2200

---

Contact Person and Phone Number



## REMOTE DOSIMETRY SCHOOL STUDENT TRAINING AGREEMENT

### PURPOSE:

The purpose of this Agreement is to establish guidelines and responsibilities for both Advanced Radiotherapy Consulting Remote Dosimetry School (RDS), hereinafter known as the “Affiliating Training Agency” and the Applicant, who is interested in the Advanced Radiotherapy Consulting Remote Dosimetry School (RDS) training program, hereinafter known as “Student”.

Whereas the Affiliating Training Agency offers a RDS training program for Applicant’s interested in pursuing further education and clinical experience in the field of radiation therapy dosimetry, and

Whereas the Applicant understands the Affiliating Training Agency offers such a program involving didactic, remote, and on-site supervised education and training in radiation therapy dosimetry for a specific period of time, and

Whereas Applicant understands it is incumbent upon the Applicant who once accepted by the Affiliating Training Agency as a Student in the program, to comply with requirements outlined in this Agreement, and

Whereas such Student selection is limited to those individuals able to secure their own Sponsoring Agency clinical site approved by Affiliating Training Agency, or those Students willing to work with the Affiliating Training Agency in relocating at their own expense to Sponsoring Agency clinical sites available through Affiliating Training Agency during the term of the RDS training program;

Therefore and in consideration of the following, the Student and Affiliating Training Agency, heretofore the Parties, agree to the responsibilities, terms and conditions of the Parties to this Agreement, as presented herein.

### Terms and Conditions

### GENERAL:

1. Students shall not be deemed employees of the Affiliating Training Agency for any purpose, including but not limited to, compensation or fringe benefits, worker’s compensation, unemployment compensation, minimum wage laws, OSHA regulations or for any other purpose, due to their participation in the educational program. This provision shall not be deemed to prohibit the employment of any such participant by the Affiliating Training Agency under a separate employment Agreement.



## REMOTE DOSIMETRY SCHOOL STUDENT TRAINING AGREEMENT

2. Students are not entitled to a job with the Affiliating Training Agency upon completion of the educational experience.
3. In the performance of their respective duties and obligations under this agreement, each party is responsible for its own conduct.
4. The Affiliating Training Agency has the sole discretion to determine if the Student meets the necessary requirements for the level of training sought, and if additional training, such as didactic, labs or clinical hours is required in order for the individual to pass an interim exam or final examination to be granted a certificate under the program.
5. The assigned clinical experiences will be selected by the Affiliating Training Agency for the educational benefit of the Student.
6. The Affiliating Training Agency makes no representation or warranties concerning the Students understanding and success in completion of this program other than the program has historic success with several students completing and securing positions in medical dosimetry or returning to their Sponsoring Agency better prepared to perform required routine and advanced medical dosimetry requirements.
7. The Affiliating Training Agency reserves the right to cancel any program up to one week prior to program start date.
8. Both parties understand and agree that the Affiliating Training Agency has designated trademarks and proprietary property specific to the Affiliating Training Agency.
9. This agreement constitutes the entire agreement between the parties, and all prior discussions, agreements and understandings, whether verbal or in writing, is hereby merged into this agreement.
10. No amendment or modification of this agreement shall be effective unless the same is in writing and signed by both parties.
11. The delay or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.



## REMOTE DOSIMETRY SCHOOL STUDENT TRAINING AGREEMENT

### **Affiliating Training Agency agrees to:**

#### **A. Training Program**

1. Be responsible for the selection and establish the number of qualified students who will participate in the educational experience, and the dates and length of the educational experience, which are permissible.
2. Provide the qualified instructors to teach the total program, communicate the requirements for program completion, physical facilities, general orientation, course outlines, reference books and training materials necessary for the systematic and proper conduct of the educational program.
3. Plan and execute the appropriate curriculum that includes didactic and lab instruction covering topics such as Basic Radiation properties, Biology and Delivery, Simulation Processes and Treatment Planning.
4. Review and provide feedback on all required case studies, clinical and technical module assignments, plan reviews, labs and monthly performance logs turned in by the Student for evaluation by the Affiliating Training Agency.
5. Seek input from RDS Clinical Instructor or Sponsoring Agency personnel related to the Students performance during the clinical practicum. Be responsible for determination of the Student's final status (pass/fail) at the conclusion of the educational experience.
6. Inform the Student that they are not permitted to submit for publication any material based on records or data derived from the classroom and clinical educational experience at the Affiliating Training Agency and Sponsoring Agency without prior written approval from each Agency.
7. Withdraw the Student from the educational experience should the Student be deemed unacceptable and undesirable to the Affiliating Training Agency for reason of health, performance of duties or other reasonable causes as determined at the sole discretion of the Affiliating Training Agency.
8. Notify Sponsoring Agency immediately in the event that a Student for any reason fails to remain in good standing at the Affiliating Training Agency.



## REMOTE DOSIMETRY SCHOOL STUDENT TRAINING AGREEMENT

9. Award a Certificate of Achievement to the Student, at its sole discretion, upon successful completion of all oral, written and practical examinations given during the RDS training program.
10. Offer the student, upon receiving a RDS Certificate of Achievement, a reduced registration fee to attend the ARC Medical Dosimetry Board Review Course.

### **B. Professional Liability**

1. Require written evidence of Professional Liability Insurance coverage for the Student participating in the educational experience. The minimum amount of coverage per individual shall be \$1,000,000/\$3,000,000 and the coverage shall extend through the term of the Student's participation.

### **C. Health Insurance**

1. Require proof of health insurance coverage or a waiver statement noting the importance of having a policy of health insurance in effect, to defray the cost of hospital and medical care for any illness or injury that might be sustained while participating in clinical field work, and also inform the Student of the substantial monetary liability that the Student might incur as a result of failure to have such insurance.

### **D. Maintenance of Records**

1. Maintain the records of the Student and correspondence relating to the program.

### **The Student agrees to comply with the following:**

#### **A. Application Process**

1. Complete the attached RDS Application Packet and provide all required supporting documentation. In addition, adhere to the application timelines and closing dates set by the Director of Educational Services.
2. Submit the non-refundable application fee of \$50.00 upon application submission.

#### **B. Payments**

1. Submit a non-refundable deposit of \$1,000 upon acceptance; deposit must be received by Affiliating Training Agency at a minimum one week prior to the start of the RDS training program.



## REMOTE DOSIMETRY SCHOOL STUDENT TRAINING AGREEMENT

2. Pay the total course fee of \$11,500 by the end of the program. Payment may be made via lump sum or as per a payment plan arranged with and approved by the Affiliating Training Agency. If the Student has completed the program but has not paid the balance, the Student will not be considered as having completed the program nor will they receive a certificate of completion.
3. After beginning the program, pay the total balance due according to the payment plan agreed upon by the Student and the Affiliating Training Agency in the event the Student withdraws or is terminated from program.

### **C. Cancellations**

1. The Student is responsible for complying with the following cancellation provisions:
  - Applicants are responsible for the application fee and will automatically lose the \$50.00 application fee if they withdraw from the program.
  - Student withdrawals up to one (1) month prior to initial course date, shall qualify for a 75% refund of the course fee (minus the \$50.00 application fee);
  - Student withdrawals of less than one (1) month from initial course date shall qualify for a 50% refund of the course fee (minus the \$50.00 application fee);
  - Student withdrawals within one (1) week of initial course date and up to the day before the course begins shall qualify for a 25% refund of the course fee (minus the \$50.00 application fee);
  - Absolutely no refunds will be issued the day before or the day of which the course begins, or at any time thereafter.
  - Absolutely no refunds will be issued in the event that the Student is terminated from the program.
  - If the Affiliating Training Agency cancels the program, fees paid to the Affiliating Training Agency by the Student will be refunded.

### **D. Termination**

1. The Affiliating Training Agency holds the right to withdraw the Student from the educational experience should the Student be deemed unacceptable and undesirable to the Affiliating Training Agency for reason of health, performance of duties or other reasonable causes as determined at the sole discretion of the Affiliating Training Agency.

### **E. Solicitation**

1. Not directly or indirectly solicit, induce, recruit or encourage any of the Affiliating Training Agency's customers, customer business, customer contracts, or relationships with the Affiliating Training Agency or the Affiliating Training Agency's employees to leave his/her contract with the Affiliating Training Agency, or take away such employees



## REMOTE DOSIMETRY SCHOOL STUDENT TRAINING AGREEMENT

or customers or business of the Affiliating Training Agency during and up to one year after the training program concludes.

### **F. Waiver and Release**

1. Upon submission of application and participation in the program, Student waives the right to any liability that the Affiliating Training Agency may incur or which may arise out of participation in the program. Furthermore, the Student agrees that they have been given the rules, policies, and procedures of the program, and as a Student, the Student hereby agrees to hold harmless the Affiliating Training Agency and all other persons and entities, including but not limited to any facility owner/operator utilized during the program as well as all sponsors, students, third parties, other students, clients, teachers, trainers, the Affiliating Training Agency instructors, involved in or otherwise connected with the program for any damages, physical, personal or property, which may arise from his/her participation in the program.
2. In no event will the Affiliating Training Agency be liable for incidental, direct, indirect, exemplary, special, or consequential damages, including lost income or profits, suffered by the Student, even if the Affiliating Agency has previously been advised of the possibility of such damages.
3. Participating in the RDS training program is entirely at the Student's own risk. The Student agrees that they are voluntarily participating in the program, the program's activities and use of facilities and premises. The Student also agrees that the Affiliating Training Agency is not responsible for any loss of his/her personal property. The Student expressly agrees to release and discharge all trainers, instructors, other students, officers, directors, employees, affiliates, clients of the Affiliating Training Agency from all claims or causes of action and the Student agrees to voluntarily give up or waive any right to bring a legal action against the above mentioned for personal injury or property damage.
4. Participation and successful completion of the Remote Dosimetry School program does not guarantee or imply that Student will be successful in securing gainful employment in the field of Medical Dosimetry. Student recognizes and understands that obtaining employment in the field is solely based upon his/her qualifications, availability of open positions, competition by other qualified applicants, as well as any other market factors. Student assumes all responsibility for his/her own success in securing gainful employment in the field and releases Affiliated Training Agency from any responsibility that may be implied directly or indirectly by implementing the program.



## REMOTE DOSIMETRY SCHOOL STUDENT TRAINING AGREEMENT

### **G. Indemnification**

1. Hold the Affiliating Training Agency harmless, from any suit or proceeding brought against Student based on a claim related to this Agreement, or on any tort theory, including negligence.

### **H. Requirements for Participation as a Student in RDS Training Program**

#### **1. Confidentiality and Privacy**

- a. Confidentiality. Affiliated Training Agency shall instruct all Students to respect and preserve the confidential nature of the Affiliating Training and the Sponsoring Agency's confidential or proprietary information that is not known to the public. The Student under any circumstances shall remove records of the Affiliating Training or the Sponsoring Agency, including, but not limited to, patient, financial, or other proprietary business records from their respective premises. All such records shall be and shall remain the property of the Affiliating Training or the Sponsoring Agency.
- b. HIPAA. Affiliated Training Agency agrees to require and assist the Student to comply with HIPAA Regulations in connection with the performance of their obligations under this Agreement. Affiliated Training Agency shall ensure that the Students use appropriate safeguards to prevent use or disclosure of Private Health Information except as authorized per policy, and to notify Sponsoring Agency of any such unauthorized use or disclosure promptly upon becoming aware thereof. Affiliated Training Agency shall ensure that each Student signs the HIPAA/Confidentiality Agreement attached hereto as Exhibit A and that each Student agrees to abide by all policies and procedures implemented by the Affiliating Training and Sponsoring Agency's to ensure their compliance with HIPAA Regulations and procedures regarding patient privacy and confidentiality.

#### **2. Upon acceptance to the Remote Dosimetry School, Student shall**

- a. Provide a copy of a criminal conviction background check prior to beginning the program, which shall show search records in all relevant jurisdictions (which, at a minimum, for purposes of this requirement shall include all jurisdictions in which the Student has resided or worked during the last seven years). If Affiliating Training Agency is the Student sponsor than the Affiliating Training Agency will be responsible for performing the criminal conviction background check.
- b. Submit records of immunization history including evidence of vaccination or immunity to measles, mumps, rubella, varicella, hepatitis B and evidence of a negative drug screen (minimally a 10 panel).
- c. Submit documentation of current health insurance coverage and understands the importance of having a policy of health insurance in effect, so as to defray the cost of





## REMOTE DOSIMETRY SCHOOL STUDENT TRAINING AGREEMENT

- hospital and medical care for any illness or injury that might be sustained while participating in clinical fieldwork and of the substantial monetary liability that they might incur as a result of failure to have such insurance.
- d. Submit written evidence of professional liability insurance coverage. The minimum amount of coverage per individual shall be \$1,000,000/\$3,000,000 and the coverage shall extend through the term of the Student's participation.
  - e. Establish payment arrangements for remaining balance due, including signing any promissory notes required by Affiliating Training Agency if establishing a monthly payment plan. All outstanding accounts must be paid in full before the completion of the course and issuance of completion certificate.
  - f. Arrange and provide personal monies for expenses such as meals, housing and transportation while participating in the educational experience.
  - g. Sign and return all required agreements, including this Student Training Agreement including any attachments herein.
  - h. Not use or submit for publication any material based on records or data derived from the classroom and clinical educational experience at the Affiliating Training Agency and Sponsoring Agency without prior written approval from each Agency.
  - i. Understand that the teaching materials used in the Affiliating Training Agency's programs have been created by the Affiliating Training Agency and remain the property of the Affiliating Training Agency. The Student guarantees that he or she will use these materials solely in connection with this training program and will not use or copy these materials for any other purpose, commercial or otherwise.
- 3. Stage One (Affiliating Training Agency RDS - Boot Camp)**
- a. Complete the Affiliating Agency's general orientation program.
  - b. Attend all required didactic training, lectures and labs required for course completion defined by the Affiliating Training Agency.
- 4. Stage Two (Sponsoring Agency– Clinical Training)**
- a. Wear official identification to the Affiliating Training Agency and/or Sponsoring Agency at all times while on Affiliating Training Agency and/or Sponsoring Agency property.
  - b. Participate in any and all required orientation programs according to Sponsoring Agency's Policy and Compliance Program. This may include site specific Radiation Safety Training, OSHA Training, and/or any other training deemed appropriate by Sponsoring Agency.
  - c. Not remove equipment or supplies furnished by the Affiliating Training Agency and/or Sponsoring Agency without the express written authorization of the Affiliating Training Agency and/or Sponsoring Agency.
  - d. Be responsible for continuous communication with Affiliating Training Agency and



## REMOTE DOSIMETRY SCHOOL STUDENT TRAINING AGREEMENT

- Sponsoring Agency.
- e. Inform the Sponsoring Agency of the program requirements, clinical and technical assignments and timelines that need to be adhered by.
  - f. Complete all required case studies, clinical and technical module assignments, plan reviews, labs and monthly performance logs at the Sponsoring Agency and submit approved written documents for evaluation to Affiliating Training Agency adhering to the programs outlined schedule.
  - g. Prepare and complete the comprehensive Oral Planning Review that will be administered by the RDS Program Director.
  - h. Finish all requirements of the RDS training program within one year of beginning the educational experience.

### **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Texas (State).



## REMOTE DOSIMETRY SCHOOL STUDENT TRAINING AGREEMENT

### **Acknowledgement and Acceptance**

By signing this Agreement, with the Affiliating Training Agency dba Advanced Radiotherapy Consulting, a Delaware Limited Liability Company, I as a pending Student acknowledge that I have read, understand, and agree to comply with all of the requirements, guidelines, terms and conditions of the program and this Agreement.

Approval:

\_\_\_\_\_  
Applicant Name (Print)

\_\_\_\_\_  
Applicant (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Affiliating Training Agency Representative

\_\_\_\_\_  
Date



## REMOTE DOSIMETRY SCHOOL STUDENT TRAINING AGREEMENT

### Exhibit A

#### **HIPAA AND CONFIDENTIALITY WHAT STUDENTS/ 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.
  - Computer data and security
- 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.



REMOTE DOSIMETRY SCHOOL  
STUDENT TRAINING AGREEMENT

Please read, sign, date this acknowledgement, and return it to the 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 Affiliating Training Agency and/or Sponsoring Facility Agency.

Signature of Applicant \_\_\_\_\_

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