

Yale University

Department of Therapeutic Radiology
School of Medicine
Hunter Radiation Therapy
P.O. Box 208040
New Haven, Connecticut 06520-8040

Campus address:
Hunter Radiation Therapy
333 Cedar Street

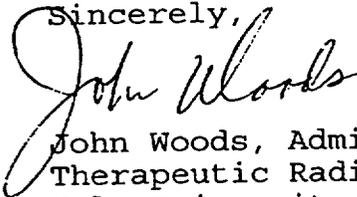
January 25, 1994

Mr. Brian Smithwick
Vice President
William W. Backus Hospital
326 Washington Street
Norwich, Connecticut 06360

Dear Mr. Smithwick:

Enclosed are three original agreements of the Prostate Implant Program. Please sign all three agreements on page 5 and return two to my attention. Thank you for your patience and cooperation.

Sincerely,



John Woods, Administrator
Therapeutic Radiology
Yale University School of Medicine

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SPECIFICATIONS OF AGREEMENT
BETWEEN
THE WILLIAM W. BACKUS HOSPITAL, YALE NEW HAVEN HOSPITAL
AND YALE UNIVERSITY SCHOOL OF MEDICINE
TRANSPERINEAL PROSTATE IMPLANTATION PROGRAM

I. BACKGROUND

The William W. Backus Hospital, in Norwich, Connecticut, is starting a transperineal prostate implant program for treatment of prostate cancer. Yale New Haven Hospital and Yale University School of Medicine will support this program through the department of Radiation Therapy. The William W. Backus Hospital (BH), Yale New Haven Hospital (YNHH) and Yale School of Medicine (YSM) mutually agree on the following for starting the program.

II. PERIOD

This Agreement will cover the provision of professional and technical support of radiation oncology services at BH located at Norwich, by YSM and YNHH for a two year period beginning on January 1, 1994 and ending December 31, 1995.

The Agreement will be automatically renewed for one year time periods unless notice of intent not to renew is given as provided in III below. The initial two year base period is essential to permit the parties to plan their resources and commitments to insure continuity of transperineal prostate implant services to Backus patients.

III. TERMINATION & NON-RENEWAL

Any party wishing to unilaterally terminate or not to renew this Agreement may do so by giving a minimum of six (6) months prior written notice to the other parties.

BH shall have the right to unilaterally terminate or not to renew this Agreement if the proposed charge structure presented by YNHH for charges for services to be rendered in an upcoming year is not acceptable to BH and agreement cannot be reached. BH shall give written notice of termination or non-renewal, as the case may be, to YNHH and YSM at least sixty (60) days prior to the proposed January 1 effective date.

Any party may terminate this Agreement for cause by giving thirty (30) days written notice to the others. Cause shall

include, but not be limited to, the violation by any party of any material provision in or obligation imposed by this Agreement.

Notifications required under this Paragraph III should be sent by certified mail, return receipt requested, to those listed on Exhibit C.

IV. RESPONSIBILITIES OF YALE SCHOOL OF MEDICINE AND
YALE NEW HAVEN HOSPITAL

A. YSM and YNHH agree to be professionally responsible for radiation oncology services provided by their respective employees for transperineal prostate implantation at Backus. This will include responsibility for the quality of radiation oncology care provided the Backus Hospital specific to this program. YSM and YNHH are accountable to the Chief of Medical Staff at Backus for this professional responsibility.

B. YNHH is responsible for providing technical personnel to support the provision of transperineal prostate implants at Backus Hospital. These personnel will report, through appropriate Yale-New Haven Hospital administration, directly to the Yale Medical Director, who in turn will report directly to the medical Chief of Staff at Backus. The following technical personnel will be required:

Radiological Physicists
Dosimetrists
Health Physicists

The contractual rate for these services, both percentage of time and cost, are specified in Exhibit B and in section V paragraph A of this Agreement. Changes in staffing will be mutually agreed upon based on volume changes.

C. YSM and YNHH agree to participate in the planning for this program and its operation for Backus Hospital. These activities include, but are not limited to providing advice concerning matters of budget, facilities, equipment, and supplies management. Meetings will be held on no less than a quarterly basis between all concerned parties: the Backus Hospital, Yale New Haven Hospital, and Yale University.

D. YSM agrees to assume the responsibility of billing patients directly for the physician professional services provided by YSM physicians at Backus. These

rates will be consistent with the rates for these services provided at YSM.

- E. YSM, YNHH and Backus agree to provide evidence of professional liability insurance (or arrangements for self-insurance) in an amount sufficient to cover activities at the Backus Hospital.
- F. YSM and YNHH represent that all individuals provided by them to BH under this Agreement are their respective employees and are competent and qualified to perform under this Agreement. YSM and YNHH each indemnifies and holds BH harmless from and against all costs, claims, damages, penalties, fines, or expenses incurred or suffered by BH arising out of the acts or omissions of one or more YNHH or YSM employees, as the case may be, pursuant to the terms of this Agreement. YNHH and YSM also covenant and represent to BH that their employees will comply with all relevant rules, regulations, protocols, findings of inspectors, and/or requirements of BH and or any licensure or certification agency.
- G. All YSM physicians and YNHH personnel will apply for and receive any necessary credentials from BH prior to rendering service at the Hospital. The right of any such physician or person to render services at BH, under credentials or otherwise, shall be coterminous with this Agreement, and the termination or non-renewal of this Agreement shall automatically cause the physician's or other individual's privileges to terminate without the necessity of proceedings under BH's medical staff bylaws.
- H. YSM will notify BH in writing of the name and telephone number of the individual designated by YSM and YNHH to be the responsible person in charge of the services to be rendered by them.

V. RESPONSIBILITIES OF THE WILLIAM W. BACKUS HOSPITAL

- A. BH agrees to reimburse YNHH for satisfactory service based upon the presentation of invoices calculated on the prior month's services. Exhibit B reflects payment rates for January 1, 1994 - December 31, 1994. The amount(s) on Exhibit B shall be renegotiated annually by BH and YNHH as provided in V.B. Monthly invoices for amounts due will be submitted by YNHH and paid within 10 days for such fixed amount(s). The need to adjust staffing may arise from the level of clinical activity (i.e. patient load).

- B. Subject to mutual agreement of BH and YNHH, BH agrees to review the adjusted contract amounts by October 1, of each year to be effective the ensuing January 1. These will consider wage and fringe benefit adjustments for the related personnel groups at YNHH for the new fiscal year.
- C. BH agrees to develop and maintain patient billing information to permit YSM to bill patients directly for professional services by Yale physicians in a manner that is most efficient and useful to both parties.
- D. BH agrees to provide all necessary staff and services (other than those to be provided by YSM and YNHH) that are reasonably required for the provision of appropriate patient care for the transperineal prostate implant program.
- E. BH agrees to provide all equipment, equipment maintenance, buildings, supplies, waste management and environment systems to maintain and support the transperineal prostate implant program.
- F. BH agrees to provide all necessary components of a radiation safety program in compliance with the Nuclear Regulatory Commission's rules regarding use of radioactive materials in patients. This provision does not limit or affect the obligation of YNHH and YSM to be responsible for their respective employees under IV.F.
- G. Management of the transperineal prostate implant program will be outlined in the attached organizational chart (Exhibit A). The Chief of Medical Staff at Backus Hospital will have the overall responsibility of managing and administering this program.
- H. BH is responsible for scheduling patients and will consult with YSM and YNHH about scheduling sufficiently in advance to permit efficient use of personnel.
- I. BH indemnifies and holds YSM and YNHH harmless from and against all costs, claims, damages, penalties, fines, or expenses incurred or suffered by YSM or YNHH arising out of the acts or omissions of one or more BH employees, pursuant to the terms of this Agreement. BH also covenants and represents to YSM and YNHH that its employees will comply with all relevant rules, regulations, protocols, findings of inspectors, and/or requirements of BH and or any licensure or certification agency.

VI. USE OF NAME

No party shall employ or use the name of any other party in any promotional materials or advertising without the prior express written permission of the other party or parties, as the case may be.

VII. CHARACTERIZATION OF RELATIONSHIP

No party shall represent that this Agreement implies a broad institutional affiliation or programmatic involvement other than what is consistent with the services performed hereunder nor shall any party imply an agency relationship hereunder.

VIII. ENTIRE AGREEMENT

This document constitutes the entire Agreement among the parties. This Agreement shall not be modified or amended in any fashion except by an instrument in writing signed by the parties, except that amendments to Exhibit B require the signatures of only BH and YNH.

IX. GOVERNING LAW

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

William Backus Hospital, Yale New Haven Hospital and Yale Univ. School of Medicine have executed this Agreement to be effective on January 1, 1994.

THE WILLIAM W. BACKUS HOSPITAL

Name: *Michael T. Moore*
Michael T. Moore
Title: President & C.E.O.
Date: 1/27/94

YALE NEW HAVEN HOSPITAL

Name: *[Signature]*
Title: *Vice President*
Date: 1/24/94

YALE UNIVERSITY

Name: *Janet H. Ackerman*
Title: JANET H. ACKERMAN
ASSOCIATE VICE PRESIDENT FOR FINANCE
Date: 1/7/94

EXHIBIT A

TRANSPERINEAL PROSTATE IMPLANTATION PROGRAM

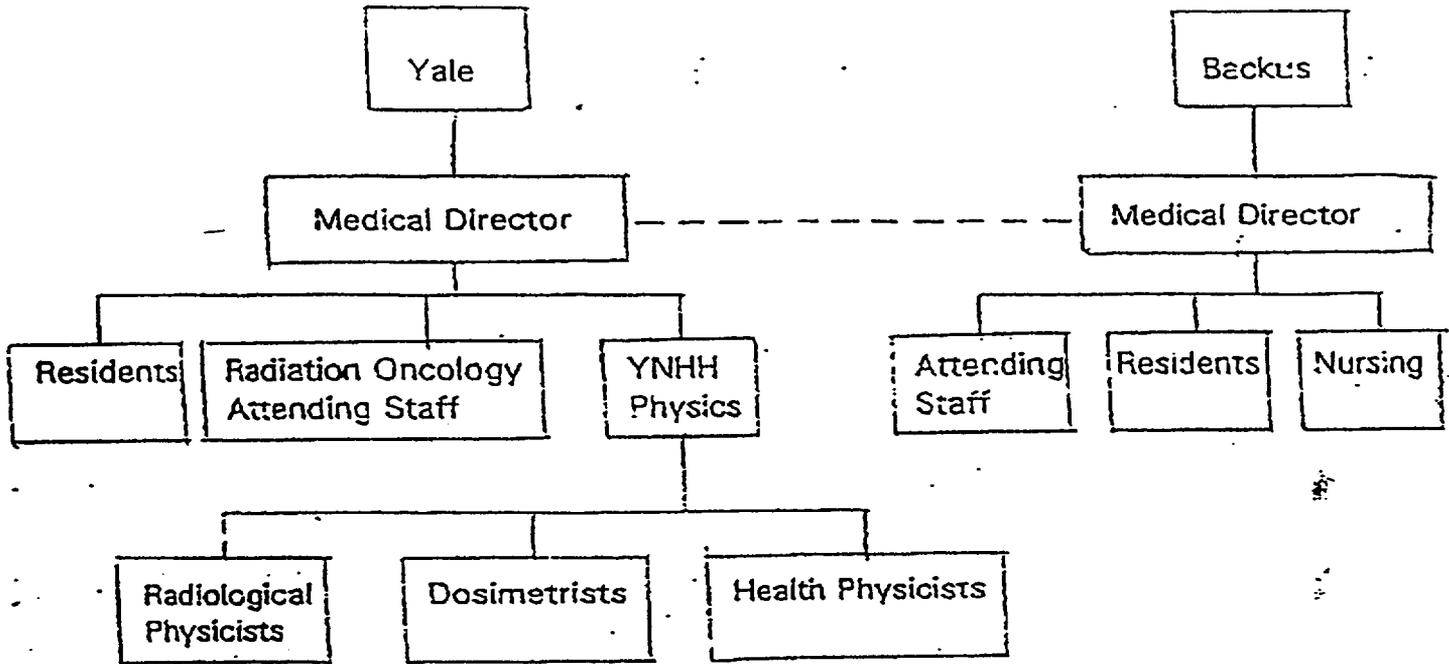
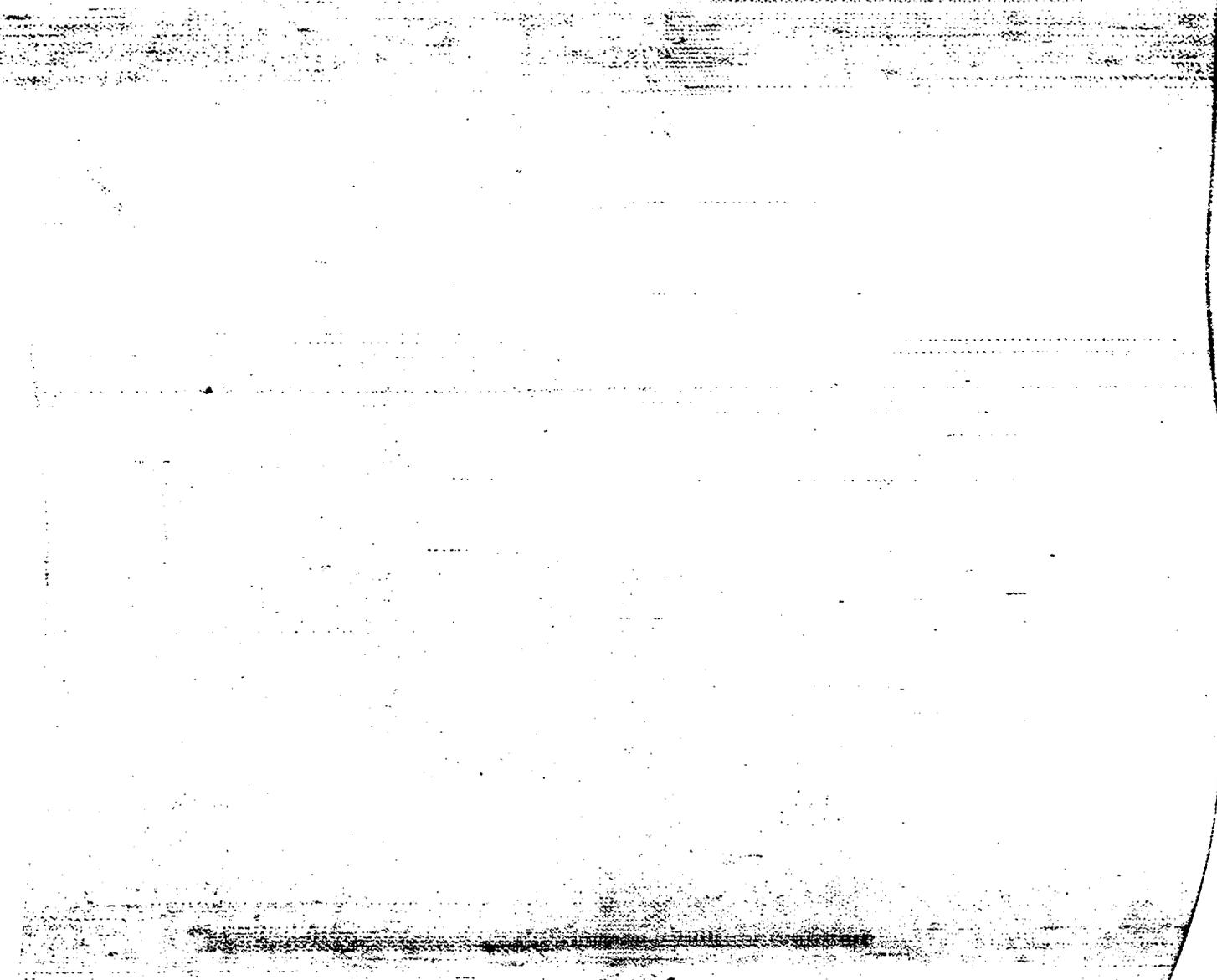


EXHIBIT B



EX4

EXHIBIT C

Any required notifications should be sent by certified mail, return receipt requested, to the following:

Mr. Brian Smithwick
Vice President
The William Backus Hospital
326 Washington St.
Norwich, Conn. 06360

Dr. Richard Peschel
Dept. Radiation Therapy
Yale Univ. School of Medicine
333 Cedar Street
New Haven, Conn. 06510

Dr. James Fischer, Chairman
Dept. of Therapeutic Radiology
Yale Univ. School of Medicine
333 Cedar Street
New Haven, Conn. 06510

Mr. Stephen Bencivengo
Director Radiation Therapy
Yale New Haven Hospital
20 York Street
New Haven, Conn. 06504

Mr. Norman Roth
Vice President Administration
Yale New Haven Hospital
20 York Street
New Haven, Conn. 06504

Mr. John Woods
Administrator Therapeutic Rad.
Yale Univ. School of Medicine
333 Cedar Street
New Haven, Conn. 06510

Dr. Ravinder Nath
Director Radiological Physics
Yale New Haven Hospital
20 York Street
New Haven, Conn. 06504

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