



1891 Preston White Drive
Reston, VA 20191

PRACTICE SITE ACCREDITATION SURVEY AGREEMENT

This Practice Site Survey Agreement must be signed by the designated Practice Site Supervising Physician. It should also be signed by a Practice Site officer, owner, or other legally constituted representative of the facility. Original, electronic or faxed signatures are required and considered legally binding for this Agreement. Stamped signatures are not acceptable.

The below identified practice site requests a survey of the quality of certain radiological services (see submitted Diagnostic Modality Accreditation Application) performed by the Practice Site. As a result of the survey, the Practice Site seeks accreditation of such services by the American College of Radiology (ACR).

Practice Site Name and Address:



The ACR will objectively review the quality of the imaging services evaluated and provide a separate report for each diagnostic modality requested by the Practice Site. All reports, documentation, correspondence, including email, between the ACR and the Practice Site and any information provided by the Practice Site to evaluate the imaging services is considered privileged and confidential peer review. Code of Virginia 8.01-581.17 (Only the Practice Site name, address, phone number, and listed contact personnel are not considered privileged and confidential.) The parties acknowledge, however, that if the Practice Site is providing advanced diagnostic imaging services (ADIS) under the Medicare Improvements to Patients and Providers Act of 2008 (MIPPA) Practice Site information in the possession of the ACR is subject to disclosure to the Centers for Medicare and Medicaid Services (CMS).

As a condition of receiving the requested survey the Practice Site Supervising Physician and the Practice Site Officer or Owner agree to the following:

1. Submit with the survey application a nonrefundable fee for an accreditation survey, which is based upon the number of diagnostic modalities being reviewed.
2. For modalities where phantom testing is required, testing must be done using an ACR approved phantom specific to the modality being evaluated.
3. Provide in a timely manner all materials, including clinical and phantom images, as appropriate, quality control data and such other information as required by the Diagnostic Modality Accreditation Application for each modality for which accreditation is requested.

4. The Practice Site officer or owner is responsible for ensuring that all personnel (including, but not limited to, technologists, physicians and medical physicists/MR scientists) performing services under this agreement meet the requirements for each diagnostic modality being accredited.
5. Notify the ACR within 15 days of any changes in the modality-specific supervising physician(s), imaging equipment (units) or changes in the use of equipment that could affect clinical or phantom images (i.e., in CT an adults-only approved scanner being used to scan pediatric patients).
6. Provide immediate written notice of any change of the Practice Site Supervising Physician.
7. Ensure that all accreditation criteria are met and that the same standard of performance is maintained during the accreditation period for all diagnostic modalities accredited.
8. Remove from public display all ACR Accreditation Certificates, Certification Marks and Decals provided to the Practice Site as a result of this survey agreement upon termination of such services provided by the Practice Site or upon request of the ACR.
9. Provide immediate written notice to the ACR upon the termination of any accredited services provided by the Practice Site or a change in ownership of the operating location specified in this agreement.
10. Accreditation does not automatically transfer upon change of ownership of the practice location or services covered by this agreement.
11. The ACR retains the right to issue a written report upon a written request from any of the signatories of this agreement, but only so long as the requestor is serving in the official capacity as outlined in this agreement.
12. If requested by the ACR, during normal business hours and within 96 hours of such request, submit to a pre-accreditation and/or post-accreditation on-site survey conducted by a survey team designated by the ACR. In connection with the on-site survey, provide all documentation, including but not limited to quality control logs, images, records, or any necessary information requested by the survey team and the ACR.
13. Failure to meet specified time frames as stated in the accreditation materials and application will result in your facility's termination of accreditation and could adversely affect your reimbursement.
14. All physicians providing services under this Agreement are actively participating in a formal peer review program that meets the stated accreditation requirements. A final accreditation report will not be issued until this requirement is met. (This requirement does not apply to the Ultrasound Guided Breast Biopsy Module of Breast Ultrasound Accreditation, Stereotactic Breast Biopsy Accreditation or Breast MRI Accreditation.)
15. Submission of false or misleading information to obtain accreditation is grounds for withholding or revoking accreditation and, depending on the circumstances could result in civil and/or criminal penalties.

The above obligations are agreed to and understood. These obligations will survive the grant or denial of accreditation. If any obligation is subsequently held invalid by a court of law, the remaining obligations shall remain binding in full force and effect.

Practice Site Officer or Owner

The undersigned acknowledges that he/she has the legal authority to execute this Agreement on behalf of the facility seeking accreditation and does hereby release the American College of Radiology, its directors, officers, members, agents, volunteers and employees from and against any and all claims, suits, damages, losses, expenses (including attorneys' fees) and liabilities by reason of, arising out of, or related to participation in the activities covered by this Agreement, to include but not limited to, any catastrophic event (i.e., flood, fire, wind, terrorism), the making or the failure to produce any report, statement or recommendation, or the loss, damage or destruction of any image, record or other items received from the surveyed facility, failure to grant accreditation or any other actions that may be taken by others as a result of the survey when such actions performed by or on behalf of the ACR are done in good faith and without malice in connection with conducting this survey.

Executed on _____ 20____
Date Signature of Practice Site Officer or Owner
(or individual with legal authority to execute this agreement on behalf of the facility)

Print Name of Practice Site Officer or Owner

Print Title of Practice Site Officer or Owner

Supervising Physician



I join in the request and consent to the American College of Radiology conducting a survey and rendering a report(s) and findings through the College. I also hereby release and forever discharge the American College of Radiology, its directors, officers, members, agents, volunteers and employees from any and all claims, suits, damages, losses, expenses (including attorneys' fees), and liabilities by reason of, arising out of, or related to participation in the aforesaid survey of the practice(s) of the above mentioned diagnostic modalities as covered by this application, and the making of any report, statement, or recommendation or failure to make a report, statement, or recommendation with respect to the aforesaid practice of the aforementioned diagnostic modality(s), when such actions are performed by or on behalf of the ACR and done in good faith and without malice in connection with conducting this survey. Further, I agree to fully cooperate with the American College of Radiology in its accreditation survey.

Executed on _____ 20____
Date Signature of Practice Site Supervising Physician

Print Name of Practice Site Supervising Physician

For ACR Office Use Only:

Executed on: _____ April 27, 2010 _____
Date Assistant Executive Director

