

RADIATION ONCOLOGY ACCREDITATION SURVEY AGREEMENT

This Radiation Oncology Survey Agreement must be signed by the designated Medical Director/Radiation Oncology Chief. It should also be signed by the Practice President/CEO or owner, if applicable. Original, electronic or faxed signatures are required and considered binding for this Agreement. Stamped signatures are not acceptable.

The below identified practice site requests a survey of the quality of the radiation oncology services being performed at the location(s) listed below. As a result of the survey, the practice site seeks accreditation of such services by the American College of Radiology (ACR).

Radiation Oncology Facility Name and Address:

The ACR will objectively review the quality of radiation oncology services evaluated. All reports, documentation, correspondence, including email, between the ACR and the Practice Site and any information provided by the Practice Site to evaluate the radiation oncology 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.)

As a condition of receiving the requested survey, the Practice Site Medical Director (and, if applicable) the Practice Site President/CEO or owner agree to the following:

1. Survey fee of \$9000.00 for one site and \$2500.00 for each additional site surveyed. The fee should be sent to the ACR office with the signed Survey Agreement and the application components. Fees are not refundable.
2. Ensure that quality assurance and all other accreditation criteria are met and continue to be complied with during the accreditation period.
3. Upon timely notice, and if requested by the ACR, submit to a post-accreditation on-site visit conducted by an ACR survey team. In connection with the on-site survey, provide any necessary information requested by the survey team and cooperate with the survey team. Failure to permit an on-site survey could result in revocation of accreditation.
4. The Medical Director or Facility President/CEO/owner (if applicable) is responsible for ensuring that all personnel (including, but not limited to, physicians and medical physicists, radiation therapists, technologists and dosimetrists) performing services under this agreement meet the requirements of the Radiation Oncology Practice Accreditation Program.
5. Provide immediate written notice of key personnel changes, that is, Medical Director or Chief Physicist.
6. Receive the written final report and any peer review information.
7. Ensure patient notification and access to medical records if the facility ceases operations as the result of bankruptcy, dissolution, insolvency or other actions affecting the site's ability to function.

8. Remove from public display all ACR Accreditation Certificates and Certification Marks provided to the site as a result of this survey agreement upon termination of such services provided by the 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 site or a change in ownership of the practice location or services covered by this agreement.
10. 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.
11. Failure to abide by any of these conditions could result in denial, suspension or revocation of accreditation.

The above obligations are agreed to and understood. These obligations will survive the grant or denial of accreditation by the American College of Radiology. 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 Medical Director and President/CEO/Owner (if applicable)

The undersigned acknowledges that he/she has the legal authority to execute this agreement on behalf of the facility seeking accreditation and in his/her individual and agency capacity does hereby release, indemnify and forever discharge 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 aforesaid survey of the practice of radiation oncology at the listed location(s) and the making of any report, statement, or recommendation, or failure to make a report, statement or recommendation, or the loss, damage or destruction of any image, record or other items received from the facility with respect to the aforesaid practice of radiation oncology, including but not limited to any such claims or other matters based on alleged or actual negligence, antitrust, misconduct, defamation, personal injury or economic loss, catastrophic event (flood, fire, wind, terrorism), failure to attain accreditation or any actions that may be taken by others as a result of the survey, when such activities performed by or on behalf of ACR are done in good faith and without malice in connection with conducting this survey.

 Signature of Practice Site President Medical Director

 Print Name of Practice Site President Medical Director

Executed on _____ 20_____
 Date

 Signature of Practice Site President/CEO or Owner

 Print Name of Practice Site President/CEO or Owner

 Print Title of Practice Site President/CEO or Owner

The survey report will be issued to the above-signed Practice Site President/CEO/Owner and/or Medical Director

For ACR office use only

Executed on _____ 20_____
 Date

ACR Program Manager, Radiation Oncology Accreditation

Radiation Oncologist

(Copy this page and submit a signed consent from each radiation oncologist in the practice)

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 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 aforesaid survey of the radiation oncology practice at the listed location(s) and the making of any report, statement, or recommendation, or failure to make a report, statement or recommendation with respect to the aforesaid radiation oncology practice, when such activities performed by or on behalf of ACR are 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, Radiation Oncologist

Printed Name, Radiation Oncologist