This Mammography Survey Agreement must be signed by the facility’s supervising radiologist (lead interpreting physician) and the Facility President/CEO or other legally constituted representative of the facility. Signatures may be original or faxed. Stamps, electronic, or photocopied signatures are unacceptable. The Food and Drug Administration requires accreditation of facilities providing mammography services prior to full certification.

American College of Radiology
Mammography Accreditation Program
1891 Preston White Drive
Reston, VA 20191

MAMMOGRAPHY SURVEY AGREEMENT

The undersigned hereby request a survey of the quality of mammography service being performed at the location listed below. The purpose of this request is to apply for mammography accreditation at the listed location.

Facility Name and Address:

The American College of Radiology will render an objective review in regard to the findings and in regard to whether or not the mammography equipment should be accredited by the American College of Radiology. As a condition of receiving the requested survey the Supervising Radiologist (Lead Interpreting Physician) and Facility agree to:

1. Submit with the survey application the non refundable fee for an accreditation survey which is based upon the number of individual mammography units to be reviewed.

2. Obtain the designated mammographic detail phantom meeting the criteria specified by the ACR Committee on Mammography Accreditation and, if appropriate, remit the fee for the phantom directly to the manufacturer;

3. Provide, in a timely manner, all materials, including clinical images, phantom images, dosimeter and QC data or any other information necessary to evaluate the mammography services for accreditation purposes;

4. Upon timely notice and if requested by the ACR, submit to a pre-accreditation and/or post-accreditation on-site visit conducted by a survey team designated by the ACR. In connection with the on-site survey, provide all documentation, including but not limited to QC logs, images, records, or any necessary information requested by the survey team and cooperate with the survey team;

5. Perform review of mammography practice on site by the off-site supervising radiologist (lead interpreting physician) at least quarterly, consistent with the “Off-Site Radiologist” paragraph in the document entitled Overview: Mammography Accreditation Program;

6. Notify the ACR on changes in personnel and/or equipment to the ACR during the annual update;

7. Perform periodic evaluation of the mammography practice by an off-site radiologist as specified in the Off-Site Radiologist paragraph of the ACR’s Mammography Accreditation Program;
7. Provide immediate written notice of a change in the supervising radiologist (lead interpreting physician) or the mammography unit to the ACR;

8. Receive the written final report and any peer review information by the supervising radiologist (lead interpreting physician);

9. Ensure that quality assurance and all other accreditation criteria are met and continue to be complied with during the accreditation period;

10. Remove the ACR Accreditation Certificate and Decal, provided to the facility as a result of this survey agreement, from public display upon termination of mammography services provided by the facility or upon request by the ACR;

11. Provide immediate written notice to the ACR upon the initiation of any action to change FDA-approved accrediting bodies; and

12. Provide immediate written notice to the ACR upon the termination of mammography services provided by the facility.

13. Ensure all records, reports, and other documentation collected as part of an American College of Radiology accreditation or peer review activity are considered privileged and confidential communications under Section 8.01-581.17(ii) of the Code of Virginia.

The undersigned, in an individual and agency capacity, 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 practice of mammography at the listed location 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 mammography, 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, and any actions that may be taken by others as a result of the survey.

The undersigned also agrees that the ACR is a health-care entity, as defined by the Health Care Quality Improvement Act of 1986 (HCQIA), and thus is afforded all the protections due such entities under HCQIA.

The above obligations are agreed to and understood. These obligations will survive the grant or denial of accreditation by the American College of Radiology.

Executed on 9-19-02
Date

[Signature of Supervising Radiologist/Lead Interpreting Physician]

[Print Name of Supervising Radiologist/Lead Interpreting Physician]

Executed on 9-27-02
Date

[Signature of Facility President/CEO]

[Print Name of Facility President/CEO]