

# Accreditation, Licensing, and Radiological Associates

Specialists in Cardiovascular Laboratory Accreditation
106 Windswept Drive
Feasterville, PA, 19053
Phone 215. 436. 1412.
Fax 215. 689. 2969.

Email: <u>admin@thealaragroup.com</u> Web: <u>www.thealaragroup.com</u>

- Consultation Assistance for Medical Practice Accreditation in The Following Areas:
  - ICACTL: Computed Tomography
    - ICAEL: Echocardiography
  - ICAMRL: Magnetic Resonance Imaging
  - ICANL: Nuclear Cardiology, Nuclear Medicine Positron Emission Tomography
    - ICAVL: Vascular Sonography
- American College of Radiology: Ultrasound, All Testing Areas.
  - Quality Assurance Program Assistance
  - Policy & Procedure Manual Development
    - Accreditation Audit Assistance
- Physics Support for Nuclear Medicine and Health Physics Quarterly Audits



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The ALARA Group

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Re: Professional Consultation Services for Laboratory Accreditation.

On behalf of The ALARA Group, thank you for giving us this opportunity to submit a competitive proposal for IAC and/or ACR accreditation services. Attached please find:

- ♦ Description and Terms of our services
- ♦ Fees
- ♦ Agreement

Our fee is \$ for the following: type of accred. A description of our fees and discounts will be found on page seven and eight of this Service Agreement.\*

Many busy laboratories delay their accreditation because of the difficulty finding the time to allocate for this process. We pursue an aggressive approach to the accreditation process. The ALARA Group has many references who will attest to our sheer determination to get the job done without delay, our professionalism, quality of work, and overwhelming success.

We will submit names and phone numbers of additional references upon request. Many of our references can be further validated by visiting the IAC website. We will forward the hyperlinks at the time we provide the phone contact information.

Our staff includes licensed physicists, registered echocardiographers, vascular sonographers, and nuclear medicine technologists, a legal administrative assistant, a radiology administrator. We have experience in patient care, hospital administration, medical imaging, and research. We provide unique services to our clients seeking accreditation, because we understand the technical and physics requirements. We also understand the administrative requirements for proper and clearly defined documentation of policies, procedures, and quality assurance.

We are located in Bucks County, Pennsylvania, and provide our services to the continental United States. We also have an office in Maryland. Please visit our website, <a href="www.thealaragroup.com">www.thealaragroup.com</a>, where you will find additional information about us, including valuable CME information for your physicians and technologists.

The ALARA Group is fully insured through the American Association of Physicists in Medicine, for \$1,000,000.00/\$3,000,000.00 Claims-Made Professional Liability by Chicago Insurance Company, 55 E. Monroe Street, Chicago, Illinois 60603. A copy of our certificate will be sent upon request.

Please feel free to call us for any additional information, or if you have any questions about our services.

Sincerely,

Kevin F. Smith, MPH, PhD

Managing General Partner/Practice Advisor

The ALARA Group

Cc: File

**Enclosures** 

\*This proposal void after ninety days from date of this letter

### SECTION 1 DESCRIPTION OF SERVICES

- Obligations of The ALARA Group:
- Via teleconference or direct meeting, introduce you to the accreditation process, outline exactly which information is required for the application, and outline our strategy to minimize efforts on your part.
- Create a webpage for you. You will have everything at your fingertips: policies & procedures, imaging protocols, useful links to continuing medical education and relevant organizations.
- Our certified staff will review your physician's reports and abnormal studies\* in
  order to ensure compliance. Submit a formal review summary, and outline how
  compliance can be met, and, if needed, provide a suggested report outline.
- Create or review your imaging protocols, and, if needed, design methodology that fits into the way your staff is accustomed. For echocardiography and vascular sonography, provide you with a copy of our suggested protocol.
- Design a compliant quality improvement program for your laboratory. Supervise your first quality improvement meeting. Generate the case correlation, appropriate use, report compliance matrices (and other analyses as required by IAC or ACR) for submission with your application.
- Provide a fully compliant, web based, electronic manual with sections for: Administrative, Quality Improvement, Imaging Protocols, Radiation Safety (ICANL and ICACTL only).
- Conduct one site visit per modality\*\*, the timing of which is up to you. The visit can either be an introductory visit, at the start of the process, or a "mock inspection", which would occur after the application has been submitted.
- Prepare and submit the IAC application (provide electronic and paper copies to you for your records).
- Provide all follow-up services, and serve as liaison with the accrediting organization, until your laboratory receives accreditation.

\*Reports and studies are reviewed for technical compliance: report content, comments on all structures and physiology, image quality, appropriate views acquired, etc. Difference in opinion regarding diagnostic accuracy, between the applicant physician and the accrediting organization's physician reviewer, are beyond the scope of The ALARA Group. These differences seldom occur, and are almost always easily rectified by submission of appropriate quality assurance, which The ALARA Group will design for client.

\*\*Due to flight and lodging fees for site visits to distant locations, and the limited utility of the site visit for our clients, The ALARA Group has phased out site visits to these locations. We have reduced our fees by as much as fifty percent for these clients. For other clients who do not require a site visit, the same fee reduction applies. For clients who prefer that we conduct a site visit, airfare, hotel, meals, and car rental fees will apply.

# ASSISTANCE FOR APPLICANTS WHO HAVE STARTED THE ACCREDITATION PROCESS

• The ALARA Group provides "rescue" assistance for applicants who have started the accreditation process, but feel that they cannot complete without professional assistance. Please call (215) 436-1412 in order that we can assess your needs and discuss competitive pricing.

# QUALITY IMPROVEMENT PROGRAM DESIGN AND OVERSIGHT.

- The ALARA Group will oversee your entire Quality Improvement (QI) program for your three year accreditation period.
- At the start of each calendar quarter, we provide instructions as regards the information that you will collect and send to us.
- Depending on the specific requirements, determine and compile the following:
   Appropriate Use Criteria. Report Content and Accuracy. Report Timeliness.
   Study Correlation. Variability. Reprocessing. (Other QI measures as required by IAC & ACR).
- After our tabulation of results, will schedule a teleconference with you. During
  this teleconference, we will conduct your QI meeting, which will include:
  discussion of results of our data analysis, discussion of required elements of QI
  program, question and answer session.
- Upon completion of QI meeting, compile minutes and send these to you. We also maintain records of all meetings and data analysis.
- Provide an electronic and paper QI manual for each accredited modality.
- Provide a binder carrying your practice logo, which will be used to store copies of QI minutes, results, and CMEs (these will be needed for an audit, and for reaccreditation).

# WEB BASED, FULLY COMPLIANT POLICY & PROCEDURE MANUALS.

- The ALARA Group will create and provide one complete policy and procedure manual.
- Manual will be provided in both web based and paper form.
- Paper manual will be provided in a binder, with inserts for CMEs, QI minutes, and policy manual.
- Manual will be comprehensive and contain all polices as required by the IAC/ACR, including imaging, administrative, radiation safety (CT & Nuclear), quality improvement.
- The ALARA group will provide a one-time teleconference in-service instructing staff as to the use of the web based manual.

### ASSISTANCE WITH LABORATORY AUDITS (IAC/ACR).

## **Written Audit**

- Depending on the specific QI requirements, determine and compile the following: Appropriate Use Criteria. Report Content and Accuracy. Report Timeliness. Study Correlation. Variability. Reprocessing. (Other QI measures as required by IAC & ACR).
- Chair QI meeting via teleconference.
- Conduct report review.
- Review studies if needed.
- Complete affidavit of practice changes.
- Copy, package, and send all data to IAC or ACR.

# **On-Site IAC Audit**

- Review/modify/ develop all compliant policies and procedures.
- Create compliant web based and paper policy and procedure manual.
- Verification of credentials.
- Oversee QI for two calendar quarters.
- Depending on the specific QI requirements, determine and compile the following: Appropriate Use Criteria. Report Content and Accuracy. Report Timeliness. Study Correlation. Variability. Reprocessing. (Other QI measures as required by IAC & ACR).
- Conduct study and report review.
- Evaluate CMEs.
- Conduct pre-visit teleconference or visit.

## • NUCLEAR MEDICINE HEALTH PHYSICS OVERSIGHT

- Conduct quarterly health physics audits as required.
- Ensure that laboratory is compliant with the terms of radioactive materials license.
- Ensure that all policy and procedures are regulatory compliant.
- Ensure record keeping compliance.
- Check all radiation detection equipment.
- Perform linearity and all other required testing on dose calibrator.
- Conduct sealed source inventory and leak test.
- Confirm all required postings.
- Assist with development of site specific/compliant record keeping forms.
- Compile report outlining any deficiencies.
- Make recommendations for the laboratory.
- Perform annual review of the radiation safety program and RS manual.
- Provide telephone support for technical assistance with radiation safety issues.
- Provide computer generated dose calibrator constancy forms.

### RADIATION SAFETY OFFICER SERVICES

- Assure that qualified, licensed individuals will carry out the use of any radioactive isotope in a facility capable of handling radioactive materials.
- The authority to immediately terminate a project involving radioactive materials, which is found to be a threat to health or property.
- Visit facility as required by NRC and/or State during facility inspection.
- Appear before NRC and State in the event of theft or loss of radioactive materials.
- File report with the NRC and State in the event of misadministration.
- File report with the NRC and State in the event of administration to pregnant or breast feeding individual in amount, which would pose a hazard to the fetus or child.

#### RADIOACTIVE MATERIALS LICENSING.

- Conduct an initial consultation with laboratory director.
- Collect all appropriate documentation.
- Complete license application.
- Provide follow up assistance until license or amendment is granted.
- Serve as liaison between laboratory and regulatory authorities.

### NUCLEAR LABORATORY SETUP

- Assist with collection of materials, preparation of NRC or State license.
- Preparation of State Rad License.
- Radiation Safety Program Design, Including:
- Design and create a complete Radiation Safety Manual
- Provide initial implementation of all policies listed in Rad Safety Manual
- Provide baseline health physics audit
- Provide initial radiation safety in-service to staff
- Create all record keeping templates
- Provide checklist for compliance tests frequency
- Perform all baseline dose calibrator and well counter tests.
- (Includes: geometry, chi-square, accuracy, efficiency, channel check, constancy, linearity)
- Ensure all required information is posted.

#### **SECTION 2** TERMS

- 2.1 The ALARA Group guarantees that the application will be submitted prior to the deadline, provided we receive all required information no later than <u>twenty-one days</u> prior to the application deadline. <u>Please note: there are no exceptions to the twenty-one day deadline.</u>
- 2.2 As per requirements, The ALARA Group will not submit the application unless accompanied by a detailed, step-by-step, laboratory specific imaging protocol manual. The ALARA Group will develop this manual with input from the client.
- 2.3 The ALARA Group guarantees that client will receive accreditation provided the information we have been given is accurate and complete, and all requirements have been implemented by client prior to the final IAC and/or ACR board review.
- 2.4 The fees do not include do not include any charged by the accrediting organization. The fees for the application materials and accreditation can be found by visiting their websites at <a href="https://www.acr.org/">www.intersocietal.org</a>, or <a href="https://www.acr.org/">https://www.acr.org/</a>
- 2.5 Client understands that accreditation requires 6-8 months, and, in some cases can take longer. It is expected that the accrediting organization may require changes in laboratory policies and procedures in order that the laboratory become fully compliant. It is also understood that after the initial application is submitted, the accrediting organization may ask for additional materials. Any additional policies and procedures required can be designed by The ALARA Group and submitted to client for approval prior to submission to the accrediting organization.
- 2.6 It remains the responsibility of you and your staff to review, understand, and implement the information that we have provided to you. The accrediting organization expects that practices applying for accreditation take an active role in the process of compliance. The ALARA Group agrees with these expectations. The ALARA Group cannot be held responsible in the event that you and/or your staff fail to exercise the due diligence required to understand these polices and procedures.
- 2.7 The agreed upon fees are maximum fees and client is under no obligation to pay any amount above the agreed upon fee, unless client requests additional services from The ALARA Group.
- 2.8 The ALARA Group receives retainer in the amount of fifty (50%) percent of the agreed upon fee, prior to commencement of services. The ALARA Group's obligation to client ends at the time client receives full or provisional accreditation. A final invoice, for the balance of (50%) percent of our fees will be submitted upon your receipt of full or provisional accreditation

# **SECTION 4 FEE LIST**

Note: Our base application fees are an exact match, or lower than the accrediting organization fees. Please call (215) 436-1412 to discuss our reduced fees tailored for your laboratory.

## **SECTION 5 ITEMIZATION OF FEES**

Application Deadline for Submission: To Be Determined

### Fees:

Accreditation Services ACR Base Fee	
Accreditation Services ICACTL Base Fee	\$2,600.00
Accreditation Services ICAEL Base Fee	\$1,500.00
Accreditation Services ICAMRL Base Fee	\$2,600.00
Accreditation Services ICANL Base Fee	\$2,300.00
Accreditation Services ICAVL Base Fee	\$1,500.00
Additional Fees:	
Mobile/Multisite Component	
Additional applicants over seven	
Additional Studies Review	
Sub-Total	
Multi-Modality Discount	
Additional Discount	
Total Fee.	

Note: Study Review for Echocardiography and Vascular Sonography

**Study review includes the following:** 

Baseline review: The ALARA Group's certified echocardiogpaher/certified vascular sonographer, will review the number of studies required for Client application submission.

Client will be assessed a \$50.00 per study fee for any study reviews in addition to baseline review.

### **SECTION 6 AGREEMENT TERM**

6.1 <u>Term.</u> The term of this Agreement shall commence on the date executed and ends on the date CLIENT receives either full or provisional accreditation.

#### 6.2 Termination.

- 6.2.1 <u>Termination for Cause.</u> In the event of any material default by The ALARA Group or CLIENT, the non-defaulting party shall provide notice to the defaulting party specifically setting forth the particulars causing the breach. The defaulting party shall then have twenty (20) days in which to cure the default or to commence appropriate action to cure the default if it cannot reasonably be cured within that twenty-day time period. If the default has not been cured within the twenty-day period, or if reasonable procedures to cure have not been instituted within this time period (if the default cannot reasonably be cured within such time period), then the non-defaulting party shall have the right to terminate this Agreement by giving ten (10) days written notice of termination following the expiration of the twenty (20) day time period. Such notice shall specify the effective date of the termination.
- 6.2.2 <u>Obligation Upon Termination.</u> In the event of termination for any reason set forth above, CLIENT shall pay to The ALARA Group the compensation earned under Section 2 to the effective date of the termination.
- 6.2.3 <u>Death or Debilitation of Sole Proprietor.</u> In the event that Kevin F. Smith, PhD, becomes deceased, or is disabled to the extent that services can no longer be provided to CLIENT, CLIENT understands that services to CLIENT will cease and also agrees that all fees paid by CLIENT to the ALARA Group will be irretrievable.

### **SECTION 7. INSURANCE**

- 7.1 Coverage The ALARA Group. Both parties recognize that The ALARA Group is fully insured through the American Association of Physicists in Medicine, for \$1,000,000/\$3,000,000 Claims-Made Professional Liability insurance by Chicago Insurance Company, 55 E. Monroe Street, Chicago, Illinois 60603. The ALARA Group shall provide insurance certificate to CLIENT upon request.
- 7.2 <u>Failure to Maintain Coverage</u>. If The ALARA Group fails to secure or maintain the insurance coverage required under this section during the term of this Agreement, The ALARA Group shall promptly notify the CLIENT in writing and CLIENT shall have the right to terminate this Agreement immediately.

### **SECTION 7. CONFIDENTIAL INFORMATION**

The Subcontract Security and Confidentiality Agreement executed between the parties to this agreement is incorporated into a separate agreement to address the requirements for the handling of Protected Health Information, in accordance with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

# **SECTION 8. MISCELLANEOUS**

- 8.1 <u>Entire Agreement.</u> This instrument constitutes the entire Agreement of the parties. Amendments shall be in writing and signed by both parties to this Agreement.
- 8.2 <u>Assignment.</u> Neither party may assign his/her rights or obligations hereunder without the written consent of the other.
- 8.3 <u>Notices.</u> Any notice required or permitted to be given under this Agreement shall be sufficient if written and hand delivered or sent by mail, FedEx, etc., as follows:

THE ALARA GROUP P.O. Box 583 Feasterville, PA 19053

- 8.4 <u>Headings.</u> The captions or headings of this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any provision herein.
- 8.5 <u>Attorney Fees.</u> In the event of any dispute between the parties resulting in litigation, each party shall bear its own costs, including attorney fees

# The ALARA Group

# **Notable Clients**

- Fayaz A. Shawl MD, FACC: ICAEL, ICANL. Dr. Shawl was awarded the Walter Reed Army Commendation Medal for performing the first coronary angioplasty for the US Military.
- University of Arizona Medical Center: Pediatric and Adult ICAEL
- Hackensack University Medical Center Outpatient Services, New Jersey: ICAEL, ICANL, ICAVL
- University of Mississippi Medical Center: ICAEL
- Columbia University Medical Center, Hudson, New York office: ICAEL, ICAVL.
- Diagnostic Imaging Affiliates, New Jersey: ICACTL, ICAMRL
- Washington Adventist Hospital, Maryland: ICAEL
- Apex Cardiology, California: ICACTL, ICAEL, ICANL, ICAVL
- Heart & Lung Institute of Utah: ICAEL, ICANL, ICAVL.

# **Testimonials**

From: Fayaz A. Shawl MD, FACC Clinical Professor Of Medicine (Cardiology) Director, Interventional Cardiovascular Medicine George Washington University Hospital

Dr. Shawl was awarded the Walter Reed Army Commendation Medal for performing the first coronary angioplasty for the US Military.

Dear Kevin,

I received my ICANL certificate.

A Million Thanks for all of your help! Without your help it would have been impossible to get accreditation. With my busy schedule at the hospital, you made the entire process very easy for me. As you know I have been a great fan of yours and my colleagues to who I referred you are also very pleased with your work. I will need you again for reaccreditation in 3 years. Keep up with your good work. May God bless you. I wish you a very happy and a healthy life. Warmest regards,

Fayaz A. Shawl, MD

Hi Dr. Smith, We received the accreditation letter and certificate from ICAEL good till Nov. 2012. I cannot thank you enough for working on this and sending our info out to them so promptly. I am having a hard time believing that the lab is now actually accredited. Seems almost like a divine intervention that it should happen so quickly. Thanks again, I will be in touch for the renewal.

B. Mahalingam, MD Princeton Cardiology Associates, Princeton, NJ.

"Kevin: Thanks for your help! Without your help it would have been very difficult to get everything done in a timely manner! We will certainly need you again when reaccreditation comes due! The whole process was effortless with your expert guidance" Dr. Chowdhry

Columbia Cardiac Care, Columbia, Maryland

"Thank you very much. While I always felt we were capable of this, on the other hand we never would have made it through the process without your outstanding help at every turn of the way. Be sure to add us to your list of satisfied clients, happy to endorse your services. Especially to the smaller labs out there, we would strongly recommend their consulting you." Joseph O'Connor, MD Martin's Point Health Care

Hi Kevin, You were a pleasure to work with and I'd highly recommend you to another site! Thanks and hope all is well, Cecily Doctor's Hospital, Maryland Hi Kevin, What great news!!! We could have not done it without you!!!! Thanks again for all you assistance and I will continue to get your name to all those who could use your group!! Kathy, Heartscape Cardiology, CA.

#### "Dear Kevin,

We received notice today that we have our 3 year accreditation!!! I can't thank you enough for your services and sticking with us in getting things resolved. Keep up the excellent work you do. Sincerely and with great gratitude" Deb, Franklin County Heart Center, PA "The ALARA Group first assisted us with our ICANL accreditation, then ICAEL, then ICAVL. We informed our colleagues in Pittsburgh: Don't even think about using another company! Over a dozen of our colleagues have used their services and are as happy as we are. We are now applying for reaccreditation, and, of course, The ALARA Group is helping us." Leanne Neibar, Practice Manager

Abe W. Friedman, MD, PC, Pittsburgh, PA

"We use The ALARA Group for all of our accreditation services. The professionalism of each individual, and their devotion to the client, always available, is a clear indication of their healthcare experience, and their commitment to excellence."

Felix Chu, MD

Felix Chu, MD, PC, New York

"After they assisted my first laboratory with IAC accreditation, The ALARA Group was easily my choice for my other two practices. The ALARA Group made us a better practice, helped us improve patient care, and made the accreditation process simple and straightforward."

Maunesh Soni, MS, MHA, CNMT

Garden State Medical, NJ

Cardiovascular Associates, P.C., NJ

Mathew V. Cholankeril, M.D., P.C.

"I have told my colleagues at other practices and hospitals: Use The ALARA Group. You will be happy that you did!"

Charles Morton, CNMT

Englewood Cardiology Consultants, NJ

# "Dear Staff of The ALARA Group,

Thank you for assisting us with our accreditation process in nuclear cardiology. You took charge, managing what would have certainly been a time consuming process for our laboratory, helping us achieve accreditation with ease.

We look forward to working with you again when we are due for reaccreditation. "Sincerely,

Rama K. Reddy, MD

Primary Cardiology, NY

"Superb service! We would not hesitate to use their services again. In fact, after we became accredited in ICANL, we asked The ALARA Group to assist us with ICAEL, which is now complete, and we want them to assist with ICAVL. Simply the best!"

J. Walia, MD

NJ Heart

### References

1. Michael Fraietta President Pennsylvania Heart and Vascular Group 215-671-4280 x160

The ALARA Group assisted this twenty one physician practice with their accreditation in ICAEL and ICANL. Here are the listings and links to the IAC web listings:

# http://www.intersocietal.org/icael/laboratories/lablist/Pennsylvania.htm

Pennsylvania Heart and Vascular Group, PC Echocardiography 261 Old York Road Suite 214 Jenkintown, PA Adult Transthoracic

http://www.icanl.org/icanl/laboratories/lablist/Ohio\_to\_Pennsylvania.htm

Pennsylvania Heart & Vascular Group 261 Old York Road Jenkintown, PA RMPI

\_\_\_\_\_

2. Abe W. Friedman, MD, PC Leanne Neibar, Administrator Pittsburgh, PA 412-363-7474

The ALARA Group assisted this six physician practice with their accreditation in ICAEL, ICANL, and ICAVL.

http://www.intersocietal.org/icavl/laboratories/labs.htm

**Abe W. Friedman, MD, PC** 5845 Centre Avenue Pittsburgh, PA Extracranial

http://www.icanl.org/icanl/laboratories/lablist/Ohio\_to\_Pennsylvania.htm

**Abe W. Friedman, MD, PC**South Hills Medical Building
575 Coal Valley Road, Suite 210
Clairton, PA

# http://www.intersocietal.org/icael/laboratories/lablist/Pennsylvania.htm

# Abe W Friedman, MD, PC Echocardiography

5845 Centre Avenue Pittsburgh, PA Adult Transthoracic Adult Stress

\_\_\_\_\_

# 3. Soni Maunesh, CNMT Manager 908-331-1706

We assisted his three practices with their accreditation in ICANL:

http://www.icanl.org/icanl/laboratories/lablist/Nebraska\_to\_New\_Mexico.htm

## Mathew V. Cholankeril, MD

1507 St. George Avenue Rahway, NJ RMPI

# **Garden State Medical Multi-Specialty Group**

Rakesh K. Sahni, MD, FACC 53-59 Westfield Ave. Clark, NJ, 07066

## Cardiovascular Associates, P.C.

555 Iron Bridge Road Suite 14 Freehold, NJ RMPI

# Security and Confidentiality Agreement

- If \_\_The ALARA Group\_ (hereafter referred to as subcontractor) receives any individually identifiable health information ("Protected Health Information" or "PHI") from practice name, (hereafter referred to as client) or creates or receives any PHI on behalf of client, subcontractor shall maintain the security and confidentiality of such PHI as required by client by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder. Without limiting the foregoing:
- 1. Use of PHI. Subcontractor shall not use PHI otherwise than as expressly permitted by this Agreement, or as required by law. However, subcontractor may use PHI for purposes of managing its internal business processes relating to its functions under this Agreement. Subcontractor shall insert PHI into Intersocietal Accreditation Commission (IAC) and/or American College of Radiology applications and forwarded to these organizations.

Subcontractor requires only that information which must be further transmitted for purposes of processing client's application.

Subcontractor will refuse to accept, and notify client immediately, if subcontractor receives information such as social security numbers, home or business addresses, and/or telephone numbers of individuals whose names are submitted to the accrediting organization for application purposes.

#### 2. Disclosure of PHI.

- (a) Disclosure to third parties. Subcontractor shall not disclose PHI to any other person (other than members of subcontractor's workforce and the Accrediting organization), except as approved by client in writing. Any such disclosure shall be made only upon the written agreement of the subcontractor to be bound by the provisions of this section, for the express benefit of subcontractor and client.
- (b) Disclosure to workforce. Subcontractor shall not disclose PHI to any member of its workforce unless client has been advised of such person(s) of subcontractor's obligations under this section, and of the consequences for such person(s) and for subcontractor of violating them. Subcontractor shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of this agreement.
- 3. Safeguards. Subcontractor shall use appropriate safeguards to prevent use or disclosure of PHI otherwise than as permitted by this Agreement. Subcontractor shall provide client with such information concerning such safeguards as client may from time to time request, and shall, upon reasonable request, give client access for inspection and copying to subcontractors facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining subcontractor's compliance with this Agreement.
- 4. Accounting of Disclosures. Subcontractor shall not disclose PHI otherwise than for the purposes of this agreement

- 5. Reporting. Subcontractor shall report to client any unauthorized use or disclosure of PHI by subcontractor or its workforce or contractors, and the remedial action taken or proposed to be taken with respect to such use or disclosure.
- 6. Disclosure to U.S. Department of Health and Human Services. If client is required by law to obtain the following undertaking from subcontractor, subcontractor shall make its internal practices, books, and records relating to the use and disclosure of health information received from client (or created or received by Subcontractor on behalf of client) available to the Subscriber and to the Secretary of the United States Department of Health and Human services, for purposes of determining the client's compliance with HIPAA.
- 7. Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, client may, by written notice to Subcontractor, amend this agreement in such manner as client determines necessary to comply with such law or regulation. If Subcontractor disagrees with any such amendment, it shall so notify client in writing within thirty (30) days of client's notice.

If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this agreement upon written notice to the other.

- 8. Procedure upon Termination. Upon termination of this agreement subcontractor shall continue to extend the protections of this agreement to PHI, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.
- I, \_Kevin F. Smith, PhD, Managing General Partner of The ALARA Group (Subcontractor), hereby understand and agree to the Security and Confidentiality Agreement set forth above.

Signature Subcontractor:

2 Fint!	9
Printed: Kevin F. Smith	
Date: today's date	
Signature Client:	
Printed:	
Date:	

# The ALARA Group Staff



# Kevin F. Smith, PhD, MPH, Managing General Partner/Practice Advisor

Kevin has more than thirty years experience in the health care field. He has worked in several capacities, including as a medical and health physicist, manager of a nuclear cardiology department, health care administrator, radiation safety officer, researcher, nuclear medicine and PET technologist. He earned advanced degrees in Biomedical Engineering and Medical Physics. His academic and research interests include the application of Fourier analysis to the study of medical imaging and physiology. He has authored and co-authored several publications in the field of medical imaging and physics. During the last several years, he has worked as a consultant, assisting laboratories with issues such as accreditation, radiation safety, licensing, and equipment acceptance testing. He holds licenses in both medical nuclear, and health physics. Kevin also reviews MRI, CT, PET, and SPECT images for our clients.



# Deanne Cole Vanjonack, BA, BS, RCS, RDCS, RVS. Vascular Sonography and Echocardiography Consultant

Deanne reviews vascular ultrasound studies and physician reports for ICAVL compliance prior to application submission. She also provides echocardiography review services. Deanne graduated from Ultrasound Diagnostic School, Pennsylvania, in 1997. In order to meet the needs of area hospitals and physician practices that do not have the resources to hire a full-time echocardiographer or sonographer, Deanne founded the company Cardiovascular Diagnostic. She teaches Cardiovascular Studies, Physics, and Anatomy and Physiology, at Gywnedd Mercy College, in Pennsylvania.



## Stephanie Zimmerman, Administrative Assistant/Practice Advisor

Stephanie has prior experience working as an Administrative Assistant to the Director of Pathology at Mercy Medical Center, in New York, and several years experience as a Legal Secretary. She graduated from the renowned Katherine Gibbs School in New York. Stephanie coordinates the collection of data from the various institutions seeking accreditation, completes applications, and maintains the company file structure.

# Sample Policy and Procedure Manual Table of Contents Authors: Kevin F Smith, PhD Deanne Vanjonack, BS, RCS, RVT, RVS

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**IN WITNESS THEREOF,** the parties hereto have executed this Agreement as of the dates written below.

This agreement is void unless clients initials pages four, five, six, nine & ten, and signs pages eleven and sixteen. (If client already has a subcontractor HIPAA agreement, client's agreement will replace that contained within this document)

CLIENT agrees to pay The ALARA Group the amount of Fee for type of accred accreditation services. Client agrees to pay The ALARA Group a retainer of 50% of fee, upon signing this Agreement and prior to the commencement of services. Upon client's notification from the accrediting organization that accreditation has been granted, the balance of fees will be due, in the amount of 50% of fee.

Retainer shall be mailed to:

The ALARA Group P.O. Box 583 Feasterville, PA 19053

The described services, fees, selections, and terms, on pages one through nine this document, are attested to by client's initials on pages 4,5, 6 and signature on this page of the agreement. Please mail these pages, in addition to the signed HIPAA form (page 17), along with the retainer, to the address listed on page one of this agreement.

Please keep a copy of this agreement for your records. It has been electronically signed by The ALARA Group.

Signature (Client)	Date		
Printed Name (Client –	)	Title	
2 Sut!			
	today's da	ate	
Signature (The AI ARA Group)	*	Date	

K.F. Smith MPH, PhD	
Printed Name	

Thank you for the opportunity to provide a proposal for our services.

Managing General Partner
Title