



National Quality Measures for Breast Centers™ Program
Data Validity Agreement

THIS AGREEMENT dated as of _____ between

National Consortium of Breast Centers, Inc. (NCBC)
1017 E. Winona Ave, P.O. Box 1334
Warsaw, IN 46581
and

Name of Facility: _____ (Participant)
Facility Address Line 1: _____
Facility Address Line 2: _____
City, State, Zip _____

IN CONSIDERATION of the mutual covenants and conditions hereinafter set forth the parties agree as follows:

The Participant agrees:

- that the Participant's Medical Director or Manager has agreed to have the Participant participate in the NCBC National Quality Measures for Breast Centers™ Program;
- that the Participant will participate in the NCBC National Quality Measures for Breast Centers™ Program via internet data entry;
- that the below individual is the authorized representative who will be the responsible party for the Participant who will enter data in the NCBC National Quality Measures for Breast Centers™ Program data collection forms;

Participant's authorized representative for data submission:

Name: _____
Title: _____
Facility Phone: _____
Direct Phone or Extension: _____
Fax Number: _____
Email Address: _____
Mailing address (if different from Participant or Breast Center address noted above)

- that should the above authorized representative of the Participant change, the Participant will identify to the NCBC office the newly authorized representative and this shall serve as notification of change authorized representative;
- that all raw data to be compiled for submission to the NCBC National Quality Measures for Breast Centers™ Program is true and accurate according to facility records;
- that the raw data will be compiled for submission according to the directions identified in the measure of NCBC National Quality Measures for Breast Centers™ Program for which compiled data is being submitted;
- that the compiled data submitted for each measure in which the Participant participates is true and accurate;
- to all conditions and terms as set forth and contained in the End User License Agreement as it appears on the NCBC web site; and
- to maintain raw and compiled data (records) used in providing responses to the National Quality Measures for Breast Centers™ for future on-site review for a period of five (5) years.

The NCBC agrees:

- to keep all measurement data received by the Participant confidential in perpetuity;
- that for each measure in which the Participant participates, the Participant will have the ability to compare itself with like centers who also participated in said measure;
- that for each measure in which the Participant participates, the Participant will have the ability to compare itself with all centers who also participated in said measure;
- to officially and publicly recognize the Participant as a Certified Participant in the National Quality Measures for Breast Centers™ Program upon a Participant’s meeting a quality measure submission threshold; and
- to make eligible the Participant in the NCBC Certified Quality Breast Center™ Program and the NCBC Certified Breast Center of Excellence™ Program.

The parties agree that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties. This Agreement shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of each of the parties hereto.

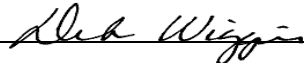
This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

The parties acknowledge that this Agreement may be negotiated and transmitted between the parties by means of a facsimile machine and that the terms and conditions agreed to are binding upon the parties. Upon the Agreement being accepted, copies of the facsimile will be validated by both parties forthwith.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first above written.

Authorized Representative of NCBC

Deborah A. Wiggins, Executive Director (printed name)

 (signature) Date 6/23/2010

National Consortium of Breast Centers, Inc.
1017 E. Winona Ave.
P.O. Box 1334
Warsaw, IN 46581-1334

Participant (Breast Center) Medical Director or Manager to provide oversight to the data entry representative (may not be the data entry representative)

_____ (printed name)

_____ (signature) Date _____

Title: _____
Facility Name: _____
Work Phone: _____
Fax Number: _____
Email Address: _____

Please complete, sign and fax this form to the NCBC Office at 574-267-8268