



Surgeon Agreement Regarding TACC Certification/Continuous Certification Process

Consent, Permission, Attestation, Release and Other Terms

- I hereby request the Transplant Accreditation and Certification, LLC through its Transplant Accreditation & Certification Council (TACC) conduct an evaluation and examination process leading to certification and Continuous Certification in transplant surgery, all in accordance with and subject to TACC policies. I agree that in this process, the TACC may investigate my surgical performance, knowledge, professionalism, and my standing and reputation as a physician, including my compliance with the standards and ethics of the profession. I understand and agree that:
 - the submission of any falsified documents or information to the TACC; or
 - the use of any falsified documents or the submission of any such documents to other persons; or
 - the giving or receiving of aid in the examination as evidenced either by observation at the time of the examination or by analysis of my answers and those of one or more other participants in that examination; or
 - the unauthorized possession, reproduction, or disclosure of any material, including but not limited to examination questions or answers before, during, or after the examination; or
 - the offer of any financial or other benefit to any director, officer, employee, proctor, or other agent or representative of the TACC in return for any right, privilege or benefit which is not usually granted by the TACC to other similarly situated candidates or persons, may be sufficient cause for the TACC to bar me permanently from all future examinations, to terminate my participation in the examination, to invalidate the results of my examination, to withhold my scores or certificate, to revoke my certificate, or to take other appropriate action in the sole discretion of TACC.
- I hereby authorize any hospital or medical staff where I now have, have had, or have applied for medical staff privileges, and any medical organization of which I am a member or to which I have applied for membership and any person who may have information (including medical records, patient records, and reports of committees) which is deemed by the TACC to be material to its evaluation of this application, to release such information to representatives of the TACC. I agree that communications of any nature made to the TACC regarding this application may be made in confidence and shall not be made available to me under any circumstances.
- I hereby agree to indemnify the TACC, ASTS, and their members, examiners, officers, employees, or other agents or representatives, or any hospital, medical staff, medical organization or person that provides information pursuant to this application and hold them harmless from any and all claims, losses, liabilities, expenses, lawsuits, and damages (including attorneys' fees, costs, and expenses) arising out of any action the TACC, ASTS or any of its agents or representatives may



take in regard to this application, including but not limited to use and release of documents, records, and other information in connection with this application.

- I hereby release, discharge, and exonerate the TACC, ASTS, and their members, examiners, officers, employees, or other agents or representatives, or any hospital, medical staff, medical organization or person, from any and all liability of every nature and kind arising out of the release or inspection of documents, records, and other information or for acts performed in connection with this application.
- I hereby consent to submit to the exclusive jurisdiction of the courts of the Commonwealth of Virginia for any actions, suits or proceedings arising out of or relating to this application, the grading or conduct of my examinations, and/or the failure of the TACC to issue me a Certificate of Qualification and agree not to commence any action, suit or proceeding relating thereto except in such courts. I hereby agree that any actions, suits, or proceedings arising out of or relating to this application, the grading or conduct of my examinations, and/or the failure of the TACC to issue me a Certificate of Qualification shall be governed by the laws of the Commonwealth of Virginia.
- I understand my certificate will be valid on the condition that I meet the requirements of the TACC Continuous Certification Program, which may be modified at the sole discretion of the TACC and which include successful completion of periodic assessments, as well as participation in continuing medical education and practice improvement activities. I recognize that not meeting these requirements at any time may result in the public reporting of my failure to meet current TACC Continuous Certification requirements and may also result in suspension or revocation of my certificate.
- I understand and agree that the TACC, given its obligation to the public, may disclose to third parties, including medical licensing authorities, otherwise confidential information about me whenever in its sole judgment, it has determined my conduct to be unethical or unprofessional.
- I consent and give permission to the TACC to use in de-identified format any data I submit as part of the examination process (including data derived from my application, practice profile, or examination results) for evaluation and research purposes authorized by the TACC.
- I am in good ethical standing in my community. I hereby pledge myself to the highest standards in the practice of transplant surgery. If I am certified, and these statements are shown to be false, I agree to surrender my certificate.