

ADULT CONGENITAL HEART ASSOCIATION
ACCREDITATION PROGRAM AGREEMENT

ACCREDITATION BY THE ADULT CONGENITAL HEART ASSOCIATION IS GRANTED IN FIVE-YEAR TIME PERIODS. THE FOLLOWING AGREEMENT MUST BE COUNTER SIGNED, DATED, AND RETURNED TO THE ADULT CONGENITAL HEART ASSOCIATION BEFORE THE ACCREDITATION APPLICATION PROCESS MAY BEGIN OR ACCREDITATION MAY BE GRANTED. ACCREDITATION WILL NOT BE GRANTED WITHOUT THIS AGREEMENT EXECUTED BY THE APPLICANT.

This Agreement is made and entered into this ____ day of _____, 202____ by and between *The Adult Congenital Heart Association*, a Pennsylvania nonprofit corporation with its principal place of business at 280 North Providence Rd, Suite 6, Media, PA 19063 (“ACHA”) and _____, a _____ entity with its principal place of business at _____ (“Applicant”).

WHEREAS, Applicant will submit an application as provided through ACHA’s website to seek accreditation or reaccreditation by ACHA.

WHEREAS, as part of the application process Applicant must demonstrate to ACHA it meets each of the ACHA ACHD Program criteria as set forth on ACHA’s website;

WHEREAS, Applicant and ACHA have executed the Business Associate Agreement in Exhibit A, which, if Accreditation is granted shall continue in full force and effect for the entire period of Accreditation, and any subsequent periods of Accreditation;

WHEREAS, the parties wish to set forth their understanding with respect to the accreditation application and review process and the term of the agency’s accreditation;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Review of Applicant’s Congenital Heart Program. This Agreement governs the Applicant’s application for Accreditation, and, if Accreditation is granted by ACHA, Applicant’s Accreditation period. ACHA shall, in accordance with ACHA’s application process then in effect in the User Manual, available on ACHA’s website, review and consider Applicant’s application for accreditation or reaccreditation. ACHA shall determine, in its sole discretion, whether Applicant meets the ACHA ACHD Accreditation Program Criteria. Applicant shall submit its application online through ACHA’s website within three (3) months of executing this Agreement; failure to do so may result in a rejection of the application, or additional standards or procedural

requirements, as determined by ACHA in its sole discretion. Applicant understands that it must follow the procedures and meet the ACHA ACHD Accreditation Program Criteria, as determined by ACHA in its sole discretion. Applicant understands that ACHA may, in its sole discretion, alter the processes and criteria in the User Manual in reviewing Applicant's application; ACHA will advise Applicant of any such changes in writing.

2. Term of Accreditation. If ACHA decides to grant accreditation to Applicant, it will grant Applicant accreditation for five (5) years.
3. Application Fee. In consideration for ACHA's initial review and processing of Applicant's application for accreditation throughout the accreditation cycle, as well as for any ongoing review during the Accreditation period (if Accreditation is granted by ACHA) Applicant shall pay ACHA an accreditation fee as set forth in Exhibit B, Fee Schedule. All fees shall be paid within thirty (30) days of returning this executed Accreditation Program Agreement to ACHA. Applicant may then submit to ACHA its application for Accreditation. Once the application is submitted, the fee is nonrefundable.

ACHA DOES NOT ACCEPT PAYMENT FOR ACCREDITATION. ACCREDITATION IS GRANTED SOLELY ON ACHA'S EVALUATION OF WHETHER APPLICANT MEETS ACHA'S ACCREDITATION REQUIREMENTS. ACHA CANNOT GUARANTEE THAT ACCREDITATION WILL BE GRANTED AFTER APPLICATION IS MADE AND FEES ARE PAID. FEES PAID UNDER THIS AGREEMENT ARE NOT FOR OBTAINING ACCREDITATION BUT FOR ACHA'S UNDERTAKING THE ACCREDITATION APPLICATION AND REVIEW PROCESS.

4. Communications. The Applicant shall designate a contact person for each accreditation cycle, advising ACHA's Accreditation Manager of such person's identity and contact information. Applicant shall timely cooperate with ACHA to schedule site visit(s) as are required by ACHA, in its sole determination, during the application process and during the accreditation period, if any.
5. Accreditation Probation or Revocation. Accreditation may be revoked by ACHA pursuant to ACHA's procedures for revocation of accreditation if the Applicant fails to satisfy any of the ACHA ACHD Accreditation Program Criteria or ACHA's compliance requirements during the term of its accreditation ("Deficiency"). Applicant's failure to meet ACHA's compliance requirements shall result in probation of accreditation or revocation of accreditation, at ACHA's discretion. Upon the occurrence of any

Deficiency Applicant shall take all steps required as set forth in ACHA's Criteria Maintenance Guidelines set forth in the ACHA ACHD Accreditation User Manual (as amended from time to time) within the timeline set forth therein. If Applicant fails to correct any Deficiency within the required timeframe, then Applicant's accreditation will be revoked. Applicant agrees that, immediately upon notice of revocation of accreditation, that Applicant will immediately cease publishing, advertising or claiming accreditation and remove all references thereto, and any use of ACHA's name, marks or claimed affiliation, including from Applicant's website(s) and materials provided to patients. If Applicant corrects any Deficiencies after the required timeframe, then it may request reinstatement of its accreditation, which ACHA may grant within its sole discretion. Applicant agrees that failure to comply with this Paragraph 5 shall give rise to a right by ACHA to file for temporary and/or permanent injunctive relief, without bond or the necessity of proving actual damages. Should ACHA prevail in an action for injunctive relief, ACHA shall be awarded, as an element of damages, its attorneys' fees and costs in prosecuting same.

6. Warranty by Applicant. Applicant warrants that all information provided to ACHA, including, without limitation, any document furnished in connection with this Agreement or the application process, is accurate and any changes to such information will be immediately reported to ACHA. Furthermore, if ACHA grants accreditation, Applicant warrants that any changes to the information provided during the application process, or any changes to Applicant's compliance with ACHA's accreditation requirements, will be immediately reported to ACHA.
7. Continuing Obligations. Applicant agrees that it will timely and completely respond to annual reviews ("Check-In Reviews") initiated by ACHA within six (6) weeks of receipt of same, including providing requested documents and required signatures. Applicant will report to ACHA any changes to its compliance with ACHA's accreditation requirements within thirty (30) days of such changes. Applicant will provide an annual reporting of providers in place, with attesting signatures of site officials required by ACHA, within four (4) weeks of such reporting. Applicant will cooperate with ACHA to permit any site visits requested by ACHA during the accreditation period. During the Accreditation Period, Applicant will prominently display ACHA's Accreditation plaque in Applicant's congenital heart program offices, and will prominently display ACHA's Accreditation badge on its congenital heart program website pages.
8. Confidentiality. Neither Applicant nor ACHA shall during the term of this Agreement or thereafter, without the other party's prior written consent, disclose to others, use or allow others to use any proprietary or confidential information of the other. The parties shall ensure that their employees, collaborators, agents, managers, and other appointees will

maintain absolute confidentiality about information, knowledge, data, etc. exchanged between parties. The parties agree that this Agreement, and any nonpublic communications by ACHA to Applicant are considered ACHA's confidential information.

9. Independent Contractors. ACHA and Applicant agree that the relationship created by this Agreement is an independent contractor relationship and nothing contained in this Agreement shall be construed to place any of the parties in the relationship of principal and agent, master and servant, partners or joint venturers.
10. Assignment. The rights and obligations arising under this Agreement may not be assigned by either party without the express written consent of the other party.
11. Waiver. This Agreement and any rights hereunder shall not be waived in any manner except by an instrument in writing signed by each of the Parties. The failure of a Party to enforce any of the provisions of this Agreement at any time shall in no way be construed to be a waiver of such provision, nor affect the validity of this Agreement or such provision, or limit the right of the Party thereafter to enforce this Agreement or such provision.
12. Governing Law. This Agreement shall be governed by the laws of the state in which the Applicant's facility is situated, without giving effect to its principles of conflicts of law. The Parties hereby consent to the exclusive jurisdiction of the state and federal courts located in or with jurisdiction over the County in which Applicant's facility is situated to resolve any disputes arising hereunder. The Parties waive any objection to such forum based on lack of personal jurisdiction, forum non-conveniens or otherwise. The Parties agree that, due to the complexity of the issues involved, that each Party waives its right to a jury trial for any matter, claim or lawsuit arising out of this Agreement.
13. Severability. The illegality or partial illegality of any provision of this Agreement shall not affect the validity of this Agreement or any other provision hereof. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted, rather than voided, in order to achieve the intent of the Parties to this Agreement to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.
14. Counterparts. This Agreement may be executed in one or more counterparts, including in electronic or facsimile versions, each of which shall, for all purposes, be deemed to be an original and all of which shall constitute the same instrument.
15. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be duly given to either party, (a) upon delivery to the address of such party specified below if delivered in person or by courier; (b) delivery into the United States Mail by certified or registered mail, return receipt requested, postage

prepaid; or (c) upon dispatch if transmitted by telecopy or other means of facsimile, to the following addresses or telecopy numbers:

If to ACHA: By email only: accreditation@achaheart.org

If to the Applicant:

The parties may change the foregoing addresses and facsimile numbers through written notice to the other party as provided herein.

16. Complete Agreement. This Agreement together with Exhibits A and B which are incorporated herein by reference, sets forth the complete understanding of the parties with respect to the subject matter hereof, supersedes any prior, oral or written understandings and may not be altered, modified or amended except by a written instrument signed by both parties.
17. Indemnification. The healthcare organization/hospital shall remain exclusively responsible, indemnify and hold harmless ACHA from and against any claim, damage or liability arising out of or resulting from the execution of this Agreement.
18. Warranty of Authority. Applicant makes the following representations to ACHA, on which ACHA is entitled to rely in executing this Agreement: (i) Applicant is duly organized and existing under the laws of the state in which its Adult Congenital Heart Program is situated, and is qualified to do business in such state and has the power to enter into this Agreement and the transactions contemplated hereby and to perform its obligations hereunder; (ii) by proper resolution the signatory hereto has been duly authorized to execute and deliver this Agreement, which shall be and is binding on Applicant; and (iii) the execution, delivery, and performance of this Agreement and the consummation of the transactions herein contemplated shall not conflict with or result in a violation or breach of, or default under Applicant's formational or governing documents (including, but not limited to articles of incorporation, certificate of formation, bylaws, charter or partnership or operating agreements, as amended), or any indenture, mortgage, note, security agreement, or other agreement or instrument to which Applicant is a party or by which it is bound.

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SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused the Agreement to be executed on the day and year first above written.

Adult Congenital Heart Association

By: _____
Mark Roeder, President and CEO

Date: _____

[Applicant]

By: _____

[NAME] [TITLE]
[PROGRAM OR CENTER NAME]

Date: _____

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Addendum”) is entered into this _____ day of _____, 20____, and is made part of the Application submitted by _____

(“**Applicant**”) to the Adult Congenital Heart Association’s (“**ACHA**”) Adult Congenital Heart Disease Program Accreditation process. Applicant and ACHA are collectively referred to as “Parties.”

WHEREAS, the Application and the Addendum establish the relationship between the Parties for the purpose of accreditation;

WHEREAS, Applicant is a Covered Entity pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations promulgated thereunder by the U.S. Department of Health and Human Services codified at 45 C.F.R. parts 160 and 164 (Standards for Privacy of Individually Identifiable Health Information or “Privacy Rule” and the Security Standards for the Protection of Electronic Health Information or “Security Rule”); and the security provisions of the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”), and the regulations promulgated thereunder;

WHEREAS, in the course of accreditation, ACHA may access or receive individually identifiable health information from Applicant that qualifies as Protected Health Information (“PHI”);

WHEREAS, in receiving or accessing such PHI, ACHA would become a “Business Associate” of the Applicant as defined by HIPAA;

WHEREAS, Applicant as a Covered Entity is required to enter into this Agreement to obtain satisfactory assurances that ACHA, as a Business Associate, will appropriately safeguard all PHI received by ACHA on behalf of Applicant.

In consideration of the mutual promises in this Addendum, the Parties agree as follows:

I. DEFINITIONS

1.01 Addendum. “Addendum” means this Business Associate Agreement.

1.02 Protected Health Information (“PHI”). “Protected Health Information” or “PHI” shall have the same meaning as the term “Protected Health Information” in 45 C.F.R. §160.103, limited to that subset of PHI held by ACHA that is received by Applicant on behalf Applicant. PHI as stated herein will include PHI in electronic form unless specifically stated otherwise.

1.03 Capitalized terms used but not otherwise defined in this Addendum shall have the same meaning as set forth in 45 C.F.R. parts 160 and 164.

II. ACHA’S OBLIGATIONS

2.01 Ownership. ACHA agrees and acknowledges that any PHI that ACHA receives in connection with the services rendered pursuant to the Application, is confidential and shall remain the exclusive property of Applicant.

2.02 Use and Disclosure of Protected Health Information. ACHA will not use or disclose PHI in any manner that would violate the Privacy Rule at Subpart E 45

C.F.R §164 if done by Applicant except as required by law and as specified below:

- A. Use and disclosure in a manner compliant with the Privacy Rule Subpart E of 45 C.F.R. Part 164 that is necessary to perform the services set forth in the Application;
- B. Use of PHI for ACHA’s proper management and administration and to fulfill of legal responsibilities ACHA;
- C. Disclosure of PHI for ACHA’s proper management and administration or to carry out its legal responsibilities, provided that the disclosures are required by law, or ACHA has i) obtained from the third party written assurance that the PHI will remain confidential and will be used or disclosed only as required by law or for the purposes for which it was disclosed, and ii) the third party agrees to notify ACHA of any instances of which it is aware in which the confidentiality of the PHI has been breached;
- D. Use or disclosure of PHI to provide Data Aggregation services in relation to Health Care Operations of Applicant that have authorized ACHA to perform Data Aggregation services;

E. De-identify PHI on behalf of the Applicant pursuant to 45 C.F.R. §164.502(d) for use in research, quality improvement or other purposes consistent with ACHA's charitable mission;

F. ACHA agrees to make uses, disclosures and requests for PHI consistent with Applicant's minimum necessary policies.

2.03 Applicant's Obligations: To the extent that ACHA carries out any obligations of Applicant under the Privacy Rule, ACHA will comply with the requirements of the Privacy Rule that apply to Applicant in carrying out those obligations.

2.04 Prohibited Use & Disclosure of Protected Health Information: ACHA will not use or further disclose PHI other than as permitted by this Business Associate Agreement or as required by law.

2.05 Safeguards. ACHA agrees to use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or as required by law. ACHA agrees to implement appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of any PHI in accordance with Subpart C of 45 C.F.R. 164 and comply with all provisions of the Security Rule at 45 C.F.R. §§164.308, 164.310, 164.312 and 164.316.

2.06 Reporting and Breach Notification. ACHA shall report to Applicant any use or disclosure of PHI not provided for in the Agreement, any Security Incident involving electronic PHI, and any Breach of Unsecured PHI as required at 45 C.F.R. §164.410. Such report shall be provided promptly and without unreasonable delay, but no later than fifteen (15) days after ACHA first learns of the unauthorized use or disclosure, Security Incident or Breach.

A. The parties agree that this section satisfies any notices necessary by ACHA to Applicant of the occurrence of unsuccessful Security Incidents for which no additional notice to Applicant shall be required. For purposes of this Agreement, such unsuccessful Security Incidents include, without limitation, activity such as pings and other broadcast attacks on ACHA's firewall, port scans, unsuccessful log-on attempts, denial of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Electronic PHI.

2.07 Access, Amendment and Accounting of Disclosures. With respect to all PHI in ACHA's possession, ACHA agrees to the following:

- A. Access to PHI. To the extent that ACHA possesses an applicable Designated Record Set, that is not otherwise in possession of Applicant, and within fifteen (15) business days of receipt of a written request by Applicant for Individual to access such PHI, ACHA shall make available such PHI, to the extent required for Applicant's compliance with its obligations under 45 C.F.R. §164.524.
- B. Amendment of PHI. To the extent that ACHA possesses an applicable Designated Record Set, and within fifteen (15) business days of receipt of a written request from Applicant or Individual, ACHA shall make any amendment(s) to such PHI as directed or agreed to pursuant to 45 C.F.R. §164.526 or take other measures as necessary to satisfy ACHA's obligations under 45 C.F.R. §164.526.
- C. Availability of Compliance Records. ACHA shall make its internal practices, books and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
- D. Accounting. Within fifteen (15) business days of receipt of a written request from Applicant, ACHA shall make available to Applicant disclosures of PHI as would be required for Applicant to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.

2.08 Subcontractors. ACHA agrees to ensure that any subcontractor, to whom it provides or transmits PHI received from Applicant, or created or received by ACHA on behalf of Applicant agrees to the same restrictions and conditions that apply through this Agreement to ACHA with respect to such information.

2.09 Marketing and Sale. ACHA will not engage in communication that might be deemed to be "Marketing" under the HITECH Act. ACHA will not engage in the sale of PHI.

III. APPLICANT'S OBLIGATIONS

3.01 Notice of Privacy Practices. Applicant shall provide to ACHA any notice of privacy practices produced in accordance with 45 C.F.R. § 164.520 and any changes to that notice.

3.02 Restrictions on Use and Disclosure. Applicant agrees to notify ACHA in writing, of any restriction on the use or disclosure of PHI agreed to by Applicant in accordance with 45 C.F.R. §164.522 to the extent that the restriction affects ACHA's use or disclosure of PHI. Should the restrictions materially affect ACHA's ability to perform accreditation services or increase ACHA's costs of performance, Applicant authorizes ACHA to terminate the application and accreditation maintenance relationship.

3.03 Individual Authorization Revocation. Applicant agrees to inform ACHA of any change to, or revocation of, an Individual's Authorization to use or disclose PHI to the extent that such change may affect ACHA's use or disclosure of PHI, within a reasonable period of time after Applicant becomes aware of such change.

3.04 Permissible Requests. Applicant shall not request ACHA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule at Subpart E of 45 C.F.R. Part 164 if done by Applicant.

3.05 Notice of Security Incidents. Applicant shall report to ACHA in writing any Security Incident relating to any PHI reviewed or held by ACHA of which it becomes aware.

IV. TERMINATION

4.01 This Addendum shall commence on the Effective Date.

4.02 Either Party may terminate this Addendum by providing written notice to the other Party.

4.03 This Addendum shall automatically terminate upon the termination date of the Accreditation process as set forth in the Application, including application, provisional accreditation, accreditation monitoring and accreditation maintenance.

4.04 Upon termination of this Addendum for any reason, except as provided in paragraph (B) of this section, ACHA agrees:

A. to return to Applicant or to destroy all PHI received from Applicant or otherwise through the performance of services for Applicant, that is in the possession or control of ACHA or its agents.

B. in the case of PHI which is not feasible to "return or destroy," to extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as ACHA maintains such PHI. ACHA further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

V. MISCELLANEOUS

5.01 Survival. The rights and obligations under Section II of this Addendum, shall survive the termination of this Addendum.

5.02 Choice of Law and Jurisdiction. The Parties agree that the law of Pennsylvania shall govern this Addendum and that any dispute arising under this Addendum shall be resolved in a court of competent jurisdiction located in Pennsylvania.

5.03 Mutual Indemnification.

- A. Each party shall indemnify, defend and hold harmless the other from and against any and all claims, liabilities, losses, damages expenses and costs (including reasonable attorney's fees), that arise in connection with this Addendum or any negligent or wrongful acts or omissions related to this Addendum, caused in whole or in part by either party's failure to comply with this Addendum, to the extent that party's failure caused or contributed to the other's liability for such claims, penalties, damages or other amounts payable.
- B. Each party shall indemnify the other, and pay, or reimburse, the other for all reasonable costs of notification of individuals, including legal fees and other costs associated with determination of notification duty, drafting the notification letter, mailing the notification letter and staffing the call center, that arise from its own acts, omissions or negligence.

ADULT CONGENITAL HEART ASSOCIATION

Signature

Date

Mark Roeder, President and CEO

280 North Providence Road, Suite 6
Media, PA 19063

APPLICANT NAME

Signature

Name

Title

Date

Address

Address

APPLICANT NAME

Signature

Name

Title

Date

Address

Address

EXHIBIT B

FEE SCHEDULE FOR APPLICATION AND REVIEW

Application Year	Fee
Reaccreditation - January 1, 2022 - December 31, 2025	\$14,500
Reaccreditation - January 1, 2026 - December 31, 2030	\$15,500
Initial Accreditation - January 1, 2022 - December 31, 2023	\$15,500
Initial Accreditation - January 1, 2024 - December 31, 2025	\$16,500
Initial Accreditation - January 1, 2026 - December 31, 2027	\$17,500
Initial Accreditation - January 1, 2028 - December 31, 2029	\$18,500
Initial Accreditation - January 1, 2030 - December 31, 2031	\$19,500