



A Program of the American Osteopathic Association

Application / Reapplication for Accreditation For Mental Health/Substance Abuse/Behavioral Health Centers

Healthcare facilities seeking accreditation from the Healthcare Facilities Accreditation Program (HFAP) must comply with all the requirements listed in the latest edition of *Accreditation Requirements for Mental Health Facilities*.

All applications **must be accompanied by the appropriate fees**. Contact the HFAP office for specifics regarding your facility.

It is very important that all questions on this application be answered. This document forms the basis for a profile of your facility to be used by the surveyors during the onsite survey. **Print or type the information requested**, or check the appropriate boxes. If an item or question is not applicable to the facility, enter "NA". If you have questions regarding this application form or any aspect of the accreditation process, contact the HFAP office at (800) 621-1773, x8258.

When the application is complete, make a copy for your records; submit the original application with **three (3) copies** of the documents listed below to:

Sheryl R. Miller
Healthcare Facilities Accreditation Program
142 East Ontario Street
Chicago, IL 60611

Re-applicants are reminded to submit their application at least **90 days prior to their expiration date**.

Alternatively, applications, with accompanying documents, may be submitted via email (only 1 copy is needed) to smiller@hfap.org

Documents to be submitted with completed application:

1. Copy of State License
2. Fire Inspection Report
3. Governing Body Bylaws
4. Medical Staff Bylaws
5. List of Program Sites
6. Facility's Floor Maps
7. Master Staffing Plans
8. Quality Assessment and Improvement Plan
9. A Copy of your Facilities most Current Annual Report
10. Organizational Chart
11. Name of the nearest major airport
12. Names of three moderately priced motels/hotels in your vicinity
13. A map of your community showing hospital location.

FACILITY INFORMATION

Facility Name (as it should appear on accreditation certificate): _____

Street Address _____

City/State/Zip _____

Facility Main Telephone Number _____ Web Site Address _____

Medicare Provider Number: _____

Medicaid Provider Number: _____

Indicate services for which the facility/program is licensed by the state:

- _____ Emergency Care
- _____ Inpatient Including Detox days/per year (Number of beds)
- _____ Intermediate/Residential (Number of beds)
- _____ Outpatient visits per year
- _____ Methadone or other chemotherapy treatment
- _____ Research

Number of: Licensed Beds: _____ Occupied Beds: _____

Organization Date: _____ Incorporation Date: _____ In State Of : _____

Institution is : _____ For-Profit _____ Not-For-Profit, Date of Tax /Exemption: _____

Date of First Admission: _____ Type of Ownership _____

Date of Last State License/Registration Certificate: _____

Is Your Facility Currently Accredited? _____ Yes _____ No

If Yes, indicate accrediting organization and attach evidence of current accreditation, if other than AOA.

_____ AOA, _____ JCAHO, _____ CARF, _____ State _____ Other

History of Prior Accreditation by Whom _____ Dates _____

Is this Institution Part of a Multi-Hospital Group? _____ Yes _____ No

If yes, Name of Group: _____

Are there any Satellite Facilities Associated with this Facility? _____ Yes _____ No

If Yes, List Names, Addresses, and Types (i.e. Day Care Residential, Children, Adolescents, Geriatric, etc.) on a Separate Sheet and Attach.

PROFESSIONAL STAFFING DATA

	Number Licensed by State	Number Certified by State	Number Certified by Other	Number of Non-Licensed Non-Certified
Physician DOs/MDs				
Psychologist				
Certified Social Worker				
Psychiatric Nurse, RN, MA/MSN				
Registered Social Worker, MSW				
Social Work Technician, BA				
Mental Health Counselor				
Rehabilitation Counselor				
Physician Assistant				
Nurse Practitioner, RN, MSN				
Registered Nurse				
Registered Nurse, BSN				
Licensed Practical Nurse, LPN				
Occupational Therapist				
Speech Pathologist/Audiologist				
Dietitian				
Case Manager				
Mental Health Technician				
Other				

PATIENT DATA

<p><u>Patient Data:</u></p> <p>_____ Number of Beds</p> <p>_____ Total Patient Admitted</p> <p>_____ Total Patients Discharge</p> <p>_____ Total Inpatient Days</p> <p>_____ Average Daily Census</p> <p>_____ Average Stay all Patients</p> <p>_____ Occupancy Rate</p> <p>_____ Number Patients Over Age 65</p> <p>_____ Average Stay Patients Over Age 65</p> <p>_____ Number Patients Under 21</p> <p>_____ Average Stay Patients Under 21</p>	<p><u>Outpatient Data:</u></p> <p>_____ Total Outpatients for Year</p> <p>_____ Total Outpatient Visits for Year</p> <p>_____ Total Number of Referrals Out (AA, Hospital, Etc.)</p> <p>_____ Total Number Emergency Care</p> <p>_____ Average Length of Care (Number of Months) Per Patient</p> <p>_____ Family Counseling Services</p> <p>_____ Forensic Mental Health</p> <p>_____ Mental Retardation/Developmental Disabilities</p> <p>_____ Adult Mental Health Visits per month/year</p> <p>_____ Child/Adolescent Mental Health Visits per month/year</p> <p>_____ Intake/Diagnostic (Behavioral Health Setting)</p> <p>_____ Substance Abuse Psychological Counseling</p>
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Statistics of Patients for the Last Calendar Year

Total Admissions: _____

Total Discharges (Include Deaths): _____

Number of patients by category:

_____ Emergency Care

_____ Inpatient Including Detox

_____ Intermediate/Residential

_____ Methadone or Other Chemotherapy Treatment

_____ Outpatient

_____ Research

CONTACT INFORMATION

Chief Executive Officer:

Name

Preferred Title

Telephone

Fax

Email

Chief Operating Officer:

Name

Preferred Title

Telephone

Fax

Email

Medical Director:

Name

Preferred Title

Telephone

Fax

Email

Chief Nursing Officer:

Name

Preferred Title

Telephone

Fax

Email

Accreditation Coordinator / Contact Person:

Name

Preferred Title

Telephone

Fax

Email

When you have multiple facilities associated under your corporate or system name list them below:

Corporate Name _____

NAME OF EACH FACILITY				
MEDICAID NUMBER				
MEDICARE NUMBER				
ADDRESS OF EACH FACILITY TO BE INCLUDED IN THE SURVEY				
CONTACT PERSON AT EACH FACILITY				
PHONE NUMBER FAX NUMBER				
DATE OF STATE LICENSURE	YES NO	YES NO	YES NO	YES NO
DETAILED FLOOR PLAN INCLUDED?				
INCLUDE MILEAGE BETWEEN FACILITIES				
LIST THE TYPE OF PATIENT CARED FOR AT EACH FACILITY				
PSYCHOLOGICAL COUNSELING				
MENTAL HEALTH				
SUBSTANCE ABUSE				

If your facility has more than 6 sites please make a copy of page 4.

Request for Survey Blackout Dates:

It is preferred that facilities submit application for survey at least six (6) months prior to the facility's accreditation expiration date. Whereas accreditation surveys are unannounced, HFAP allows facilities to request "black-out" dates. In this manner, facilities have a degree of control for planning retreats, conferences and other activities. Your survey will not be scheduled during those requested "black-out" dates. No more than three (3) black-out dates (days) will be permitted.

Requests for survey "black out" dates must be made at the time of application. Due to scheduling issues we are unable to honor requests after the application has been received.

Blackout Dates: 1. _____ 2. _____ 3. _____

INSTITUTIONAL PLANNING DATA

Does the facility, under direction of the Governing Body, prepare an overall plan and budget which provides for an annual operating budget and capital expenditure plan? _____YES _____NO

Does the annual operating budget include all anticipated income and expenses related to items which would under generally accepted accounting principles to be considered income and expense items?
 _____YES _____NO

Is there a capital expenditure plan for at least a 3-year period which includes and identified in detail the anticipated sources of financing for, and the objectives of, each anticipated expenditure in excess of \$100,000? _____YES _____NO

Is the overall plan and budget prepared under the direction of the governing body of the facility by a committee consisting of representatives of the governing body, the administrative staff, and the medical staff of the facility? _____YES _____NO

(a) _____Governing Body (b) _____Administrative Staff (c) _____Medical Staff

COMPOSITION OF COMMITTEE

NAME	TITLE

If 4 is yes, is the overall plan and budget reviewed and updated at least annually by the committee referred to in (4) under the direction of the governing body of the facility? _____YES _____NO

Please list any contract services the facility utilizes.

APPLICATION FOR ACCREDITATION SURVEY AGREEMENT

Obtaining accreditation is one of several steps in the process of becoming eligible for reimbursement for care provided to Medicare and Medicaid patients. The process of accreditation is separate and distinct from the process of reimbursement. The Centers for Medicare and Medicaid Services retains sole and final authority on decisions of eligibility for Medicare and Medicaid reimbursement. Accordingly, any questions related to reimbursement issues and the process for becoming eligible for reimbursement should be referred to the facility's Regional Office (RO) of the Centers for Medicare and Medicaid Services.

The undersigned makes application to the Healthcare Facilities Accreditation Program (HFAP) for an accreditation survey of this facility (Name of Facility) and its components. As the administrative representative of this facility, I certify that the facility meets all eligibility requirements for accreditation by the Healthcare Facilities Accreditation Program (HFAP), and grant permission to the state licensing agency or any other licensing/accreditation group to release facility records to HFAP for any review deemed necessary as part of the accreditation process.

The Healthcare Facilities Accreditation Program (HFAP) will ensure that all information received in the course of facility application, survey, and accreditation review, will be confidential and used for the sole purpose of reaching an accreditation decision except as otherwise required by law.

I certify that the information contained in this application for accreditation is accurate and true. I understand that providing falsified documents of information may be grounds for denial or revocation of facility accreditation.

By signing this application for accreditation, I understand that the facility is responsible for timely payment of all applicable accreditation fees including those costs associated with the triennial survey as well as any directed or mid-cycle surveys. Non-payment is grounds for revocation of accreditation.

In the event that this facility has any disagreement with HFAP regarding any aspect of accreditation procedures or decisions, I understand that the facility has the right to appeal such decision in accordance with the HFAP appeal procedures in place at the time of appeal. Final decision rests with the Board of Trustees of the American Osteopathic Association (AOA). The facility shall not be entitled to compensatory damages of any type from HFAP or any of its representatives resulting from any controversy related to accreditation. HFAP's aggregate liability shall not exceed the sum of (a) the fees paid to HFAP pursuant to this Agreement.

Chief Executive Officer (Please PRINT)

Title

Signature of Chief Executive Officer

Date

Name of Organization (Please PRINT)

**HEALTHCARE FACILITIES ACCREDITATION PROGRAM
BUSINESS ASSOCIATE AGREEMENT**

WHEREAS, the American Osteopathic Association’s Healthcare Facilities Accreditation Program (“HFAP”) provides certain accreditation and related services to healthcare facilities (HFAP’s work shall be referred to hereafter in this Agreement as “Accreditation Services”); and

WHEREAS, _____ (“Surveyed Organization”) has entered into an agreement with HFAP, pursuant to which HFAP will provide Accreditation Services to Surveyed Organization and, in connection therewith, Surveyed Organization may from time-to-time disclose to HFAP certain Protected Health Information (“PHI,”) (as defined in 45 C.F.R. §164.501) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); and

WHEREAS, Surveyed Organization is a “Covered Entity” as that term is defined in the HIPAA implementing regulations – 45 C.F.R. Parts **142**, 160 and Part 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule”);

WHEREAS, HFAP, as a recipient of PHI from Surveyed Organization, is a “Business Associate” as that term is defined in the Privacy Rule;

WHEREAS, pursuant to the Privacy Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

WHEREAS, the purpose of this Business Associate Agreement (“Agreement”) is to comply with the requirements of HIPAA and the Privacy Rule, including, but not limited to, the Business Associate contract requirements at 45 C.F.R. §164.504(e);

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

1. **Definitions.** Unless otherwise provided in this Agreement, capitalized terms have the same meanings as set forth in the Privacy Rule.
- 1.1 **Definitions.** Except as otherwise provided capitalized terms shall have the same meaning as set forth in the HIPAA regulations, 45 CFR parts 142 and 160-164.
2. **Scope of Use and Disclosure by HFAP of Protected Health Information**
 - A. HFAP shall be permitted to use and disclose PHI that is disclosed to it by Surveyed Organization as necessary for HFAP to provide Accreditation Services;
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, HFAP may:
 - (a) use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of HFAP;
 - (b) disclose the PHI in its possession to a third party for the purpose of HFAP’s proper management and administration or to fulfill any legal responsibilities of HFAP; provided, however, that the disclosures are required by law or HFAP has received from the third party written assurances that (i) the information will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and (ii) the third party will notify the HFAP of any instances of which it becomes aware in which the confidentiality of the information has been breached; and

- (c) de-identify any and all PHI created or received by HFAP under this Agreement; provided, that the de-identification conforms to the requirements of the Privacy Rule.

2.1 Safeguards for Protection of EPHI. Business Associate agrees that it will:

- 2.1.1 Use administrative, physical and technical safeguards to protect the security of Surveyed Organization;**
- 2.1.2 Require its agents and/or subcontractors to provide the same administrative, physical and technical safeguards to protect the security of Surveyed Organization;**
- 2.1.3 Report any Security Incidents to Surveyed Organization designated security official not later than five (5) business days of becoming aware of the same; and**
- 2.1.4 Allow for governmental access to its records.**

3. Obligations of HFAP. In connection with its use and disclosure of PHI, HFAP agrees that it will:

- A. Use or further disclose PHI only as permitted or required by this Agreement or as required by law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
- C. To the extent practicable, mitigate any harmful effect that is known to HFAP of a use or disclosure of PHI by HFAP in violation of this Agreement.
- D. Report to Surveyed Organization any use or disclosure of PHI not provided for by this Agreement of which HFAP becomes aware.
- E. Require contractors or agents to whom HFAP provides PHI to agree to the same restrictions and conditions that apply to HFAP pursuant to this Agreement and the Privacy Rule.
- F. Make available to the Secretary of Health and Human Services HFAP's internal practices, books and records relating to the use of disclosure of PHI for purposes of determining Surveyed Organization's compliance with the Privacy Rule, subject to any applicable legal privileges.
- G. Within (15) days of receiving a request from Surveyed Organization, make available the information necessary for Surveyed Organization to make an accounting of disclosures of PHI about an Individual.
- H. Within ten (10) days of receiving a written request from Surveyed Organization, make available PHI necessary for Surveyed Organization to respond to Individuals' requests for access to PHI about them in the event that the PHI in HFAP's possession constitutes a Designated Record Set.
- I. Within fifteen (15) days of receiving a written request from Surveyed Organization incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in HFAP's possession constitutes a Designated Record Set.

4. Obligations of Surveyed Organization. Surveyed Organization agrees that it:

- A. Has included, and will include, in Surveyed Organization's Notice of Privacy Practices required by the Privacy Rule that Surveyed Organization may disclose PHI for health care operations purposes.

- B. Has obtained, and will obtain, from Individuals consents, authorizations and other permissions necessary or required by laws applicable to Surveyed Organization for HFAP to provide Accreditation Services and for HFAP and Surveyed Organization to fulfill their obligations under this Agreement.
 - C. Will promptly notify HFAP in writing of any restrictions on the use and disclosure of PHI about Individuals that Surveyed Organization has agreed to that may affect HFAP's ability to perform its obligations in providing Accreditation Services and/or its obligations under this Agreement.
 - D. Will promptly notify HFAP in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes or revocation may affect HFAP's ability to perform its obligations in providing Accreditation Services and/or its obligations under this Agreement.
5. Termination.
- A. Termination for Breach. Surveyed Organization may terminate this Agreement if Surveyed Organization determines that HFAP has breached a material term of this Agreement. Alternatively, Surveyed Organization may choose to provide HFAP with notice of the existence of an alleged material breach and afford HFAP an opportunity to cure the alleged material breach. In the event that HFAP fails to cure the breach to the satisfaction of Surveyed Organization, Surveyed Organization may immediately thereafter terminate this Agreement.
 - B. Automatic Termination. This Agreement will automatically terminate upon the termination or expiration of the agreement pursuant to which HFAP provides Surveyed Organization with Accreditation Services.
 - C. Effect of Termination.
 - (a) Termination of this Agreement will result in termination of the underlying agreement pursuant to which HFAP provides Surveyed Organization with Accreditation Services.
 - (b) Upon termination of this Agreement or termination of the underlying agreement pursuant to which HFAP provides Surveyed Organization with Accreditation Services, HFAP will return or destroy all PHI received from Surveyed Organization or created or received by HFAP on behalf of Surveyed Organization that HFAP still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, HFAP will extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
6. Amendment. This Agreement constitutes the entire agreement between the parties hereto with respect to PHI and the Privacy Rule and supersedes any earlier agreements or understandings between the parties, regardless of whether oral or written. This Agreement may not be modified or amended, except by means of a writing duly signed by the authorized representative(s) of each party. However, notwithstanding the foregoing, HFAP and Surveyed Organization agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of HIPAA and the Privacy Rule.
7. Survival. The obligations of HFAP under Section 5.C.(b) of this Agreement shall survive any termination of this Agreement or the underlying agreement pursuant to which HFAP provides Surveyed Organization with Accreditation Services.

8. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
9. Effective Date. This Agreement shall be effective on _____

Surveyed Organization

HFAP

By: _____

By: _____

Name: _____

Name: George A. Reuther

Title: _____

Title: Chief Operating Officer,
Healthcare Facilities Accreditation Program

Date: _____

Date _____

ADDENDUM TO BUSINESS ASSOCIATE AGREEMENT FOR HEALTHCARE FACILITIES ACCREDITATION PROGRAM

Business Associate Agreement

Addendum to Agreements with Healthcare Facilities Accreditation Program.

THIS ADDENDUM supplements and is made a part of the business associate agreement between _____ (“Surveyed Organization”) and the Healthcare Facilities Accreditation Program (HFAP) and all other current and future agreements between them that involve the use and/or disclosure of any Protected Health Information (as defined below). Each such agreement may be referred to here in as an “Underlying Agreement”.

WHEREAS, HFAP and the Surveyed Organization are parties to one or more underlying agreements pursuant to which HFAP provides accreditation services to the Surveyed Organization and in connection with the provisions of those services, the Surveyed Organization may disclose to HFAP certain Protected Health Information (“PHI” as defined in 45 CFR, Part 164.501) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and may allow HFAP to use and further disclose such PHI;

WHEREAS, the Surveyed Organization is a "Covered Entity" as that term is defined in the implementing regulations of the Health Insurance Portability and Accountability Act ("HIPAA"), 45 CFR Part 160 and Part 164, Subparts A and E, the Standards for Privacy of C, the Security Standards for the Protection of Electronic Protected Health Information (“Security Rule”),

WHEREAS, HFAP, to the extent that it is a recipient of PHI from the Surveyed Organization, is a "Business Associate" as that term is defined in the Privacy Rule;

WHEREAS, pursuant to the Privacy Rule and the Security Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI;

WHEREAS, the purpose of this Addendum is to comply with the requirements of the Privacy Rule, and the Security Rule, including, but not limited to, the Business Associate contract requirements at 45 CFR Parts 164.314(a), 164.502(e), 164.504(e), and as may be amended; and

WHEREAS, this Addendum is also intended to satisfy the HITECH BA Provisions (as defined in Section 3 below).

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

1. **Definitions.** Unless otherwise provided in this Addendum, capitalized terms had the same meaning as set forth in the HIPAA, the Privacy Rule, the Security Rule or the HITECH BA Provisions.
2. **Scope of Use and Disclosure by HFAP of Protected Health Information.**
 - A. HFAP shall be permitted to Use and Disclose PHI that is disclosed to it by the Surveyed Organization as necessary to perform its obligations under the Underlying Agreement.
 - B. Unless otherwise, limited herein, in addition to any other Uses and/or Disclosures permitted or authorized by this Addendum or Required by Law, HFAP may:
 - (1) Make use of the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of HFAP;

- (2) Disclose the PHI in its possession to a third party for the purpose of HFAP's proper management and administration or to fulfill any legal responsibilities of HFAP; provided, however, that the Disclosures are Required by Law or HFAP has received from the third party written assurances that (i) the information will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the third party; and (ii) the third party will notify the HFAP of any instances in which it becomes aware in which the confidentiality of the information has been breached;
- (3) Aggregate the PHI in its possession with the PHI of other covered entities that HFAP has in its possession or through its capacity as a business associate to other covered entities provided the purpose of such aggregation is to provide the Surveyed Organization with data analysis relating to the Health Care Operations of the Surveyed Organization. Under no circumstances may HFAP disclose PHI of one Surveyed Organization to another covered entity absent the explicit authorization of the Surveyed Organization. Except as otherwise limited in this Addendum, HFAP may use the PHI to provide Data Aggregation services to the Surveyed Organization as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (4) De-identify any and all PHI created or received by HFAP under this Addendum; provided, that the de-identification conforms to the requirements of the Privacy Rule.

3. **Obligations of HFAP.** In connection with its Use and Disclosure of PHI, HFAP agrees that it will:

- A. Use or further Disclose PHI only as permitted or required by this Addendum or as Required by Law.
- B. Use reasonable and appropriate safeguards to prevent Use or Disclosure of the PHI other than as provided for by this Addendum.
- C. To the extent practicable, mitigate any harmful effect is known to HFAP of the Use Disclosure of PHI by HFAP in violation of this Addendum.
- D. Report to the Surveyed Organization any Use or Disclosure of PHI not provided for by this Addendum of which HFAP becomes aware.
- E. Require contractors or agents to whom HFAP provides PHI to agree to the same restrictions and conditions that apply to HFAP pursuant to this Addendum.
- F. Make available to the Secretary of HHS HFAP's internal practices, books and records relating to the Use and Disclosure of PHI for purposes of determining the Surveyed Organizations compliance with the Privacy Rule, subject to any applicable legal privileges.
- G. Within fifteen (15) days of receiving a request from the Surveyed Organization, make available the information necessary for the Surveyed Organization to make an accounting of Disclosures of PHI about an Individual.
- H. Within ten (10) days of receiving a written request from the Surveyed Organization, make available PHI necessary for the Surveyed Organization to respond to Individuals' requests for access to PHI about them in the event that the PHI in HFAP's possession constitutes a Designated Record Set.
- I. Within fifteen (15) days of receiving a request from the Surveyed Organization incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in HFAP's possession constitutes a Designated Record Set.

- J. Implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of the Surveyed Organization, and make its policies and procedures, and documentation required by the Security Rule relating to such safeguards, available to the Secretary of HHS for purposes of determining the Surveyed Organization's compliance with the Security Rule;
- K. Insure that any agent, including a subcontractor, to whom it provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect that Electronic PHI; and
- L. Promptly report to the Surveyed Organization any security incident with respect to Electronic PHI of which he becomes aware; provided, however, that unless specifically requested by the Surveyed Organization, HFAP shall not be obligated to report unsuccessful attempts to penetrate computer networks or servers that do not result in loss of data or degradation of computer networks or servers.

The Health Information Technology for Economic and Clinical Health Act ("HITECH") was adapted as part of the American Recovery and Reinvestment Act of 2009. HITECH imposes certain requirements on Business Associates with respect to privacy, security and breach notification and contemplates that such requirements shall be implemented by regulations to be adopted by the Department of Health and Human Services. Such provisions of HITECH and the final regulations adopted thereunder applicable to Business Associates may be referred to collectively herein as the "HITECH BA Provisions". The HITECH BA Provisions shall apply commencing on February 17, 2010 or such other date as may be specified in such law or regulations (the "Applicable Effective Date").

HFAP hereby acknowledges and agrees that HFAP shall be subject to each of the HITECH BA Provisions with respect to HFAP's role as a Business Associate of the Surveyed Organization commencing on the Applicable Effective Date of such provision. HFAP and the Surveyed Organization each further agree that the provisions of HITECH that apply to Business Associates that are required to be incorporated by reference in a business associate agreement are hereby incorporated into this Addendum as of the Applicable Effective Dates.

- 4. **Obligations of the Surveyed Organization.** The Surveyed Organization agrees that it:
 - A. Has included, and will include, in the Surveyed Organizations Notice of Privacy Practices required by the Privacy Rule that the Surveyed Organization may disclose PHI for Healthcare Operations purposes.
 - B. Has obtained, and will obtain, from Individuals consents, authorizations and other permissions necessary or required by laws applicable to the Surveyed Organization for HFAP and the Surveyed Organization to fulfill their obligations under the Underlying Agreement and this Addendum.
 - C. Will promptly notify HFAP in writing of any restrictions on the Use and Disclosure of PHI about Individuals that the Surveyed Organization has agreed to that may affect HFAP's ability to perform its obligations under the Underlying Agreement or this addendum
 - D. Will promptly notify HFAP in writing of any change in, or revocation of, permission by an Individual to Use or Disclose PHI, if such a change or revocation may affect HFAP's ability to perform its obligations under the Underlying Agreement or this Addendum.

5. **Termination.**

- A. **Termination for Breach.** The Surveyed Organization and HFAP may each terminate this Addendum, in whole or in part, by giving written notice as described below if either of them (the "Terminating Party") determines that the other party (the "Non-Terminating

Party") has breached a material term of this Addendum. Alternatively, the Terminating Party may choose to provide the Non-Terminating Party with notice of the existence of an alleged material breach and provide the Non-Terminating Party an opportunity to cure the alleged material breach within a specified period.

If no cure was provided or if the Non-Terminating Party fails to cure the breach to the satisfaction of the Terminating Party within the cure period provided, the Terminating Party may immediately thereafter terminate this Addendum with respect to, in its discretion, all Underlying Agreements or the Underlying Agreement with respect to which the breach occurred. Such termination shall be effective as of the date specified in a written notice given by the Terminating Party to the Non-Terminating Party (the "Termination Notice"). The Termination Notice shall be given as required in the Underlying Agreement or by nationally recognized overnight courier, receipt requested, if no means of notice is set forth in the Underlying Agreement. The Termination Notice shall specify the extent of termination of this Addendum and which related Underlying Agreement(s) are terminated.

- B. Automatic Termination. This Addendum will automatically terminate upon the termination or expiration of the Underlying Agreement but only with respect to the PHI that was Used or Disclosed pursuant to the Underlying Agreement that has expired or terminated.
- C. Effect of Termination.
 - (1) If this Addendum is completely terminated, it will result in the termination of all Underlying Agreement(s) pursuant to which PHI was disclosed subject to this Addendum. If this Addendum is terminated only in part, than only the Underlying Agreements related to the terminated portion of this Addendum shall be terminated.
 - (2) Upon termination of this Addendum or the Underlying Agreement(s), to the extent that HFAP then retains any PHI, HFAP will return or destroy all PHI received from the Surveyed Organization or created or received by HFAP on behalf of the Surveyed Organization with respect to the portion of this Addendum and the Underlying Agreement(s) being terminated and HFAP will retain no copies of such PHI; provided that if such return or destruction is not feasible, HFAP will extend the protections of this Addendum to such PHI and limit further Uses and Disclosures to those purposes make the return or destruction of the information infeasible.

6. **Amendment.**

- A. HFAP and the Surveyed Organization agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the Surveyed Organization and/or HFAP to comply with requirements of HIPAA, the Privacy Rule, the Security Rule and the HITECH BA Provisions as currently in effect and as they may be amended from time to time in the future, including any interpretations thereof under federal law (each a "Change in Law").
- B. To the extent necessary to amend this Addendum to include specific language to enable the Surveyed Organization and/or HFAP to comply with any Change in Law, such language shall automatically be deemed incorporated by reference and included in this Addendum as of the date required by such Change in Law.
- C. Notwithstanding Sections 6.A and 6.B above, if a party to this Addendum (and "Objecting Party") deems compliance with any Change in Law to be impractical or likely to materially

increase its costs, risks or obligations under this Addendum or any of the Underlying Agreements, the Objecting Party may give written notice to the other party describing its concerns. Upon receipt of such notice, the parties shall negotiate in good faith to develop an amendment to address the concerns of the Objecting Party. If such amendment is not executed within thirty (30) days of such notice, the Objecting Party may terminate this Addendum by written notice to other party and shall not have any obligation hereunder for early termination.

7. **Survival.** The obligations of HFAP under Section 5.C. (2) of this Addendum shall survive any termination of this Addendum.
8. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, or obligations or liabilities whatsoever.
9. **Effective Date.** This Addendum shall be effective as of the earlier of April 21, 2005 the effective date of the earliest Underlying Agreement; provided, however, that the HITECH BA Provisions shall each be effective as of their respective Applicable Effective Date.
10. **Independent Contractor.** Unless and to the extent otherwise provided in an underlying agreement, HFAP is an independent contractor and not an agent of the Accredited Facility.

Surveyed Organization:

By: _____

Title: _____

Date: _____

Healthcare Facilities Accreditation Program:

By: _____

Title: Chief Operating Officer

Date: _____