

SURVEY ELIGIBILITY REQUIREMENTS

PTSF Accreditation and Trauma Registry Agreement

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This Pennsylvania Trauma Systems Foundation Accreditation and Trauma Registry Agreement (“Agreement”) is made as of the date of the last signature below (“Effective Date”) by and between the Pennsylvania Trauma Systems Foundation, a Pennsylvania not-for-profit corporation with an office at Slate Hill Business Center, 3907 Hartzdale Drive, Suite 702, Camp Hill, Pennsylvania 17011 (“PTSF” or the “Foundation”) and the entity identified below as the “Institution.” PTSF and the Institution are referred to each individually a “Party” and collectively as the “Parties.”

WHEREAS, PTSF is authorized by law to accredit trauma centers located in the Commonwealth of Pennsylvania for the treatment of serious or critical injuries and supports the advancement of the quality of trauma care through trauma-related quality and performance improvement and trauma registry activities, including but not limited to healthcare operations activities, data aggregation, data analysis, education, and trauma-related research;

WHEREAS, the Institution desires to engage in PTSF’s accreditation process, to apply for a site survey, and if accredited, to comply with PTSF’s standards of accreditation and participate as an accredited trauma center in PTSF’s programs and its activities, which include but are not limited to its trauma-related quality and performance improvement and trauma registry;

WHEREAS, PTSF wishes to provide and the Institution wishes to receive the services provided by PTSF to Institutions pursuing and receiving accreditation pursuant to the terms and conditions set forth herein;

THEREFORE, in consideration of the mutual promises herein and other valuable and sufficient consideration, the Parties agree as follows:

1. Accreditation Process. The Institution shall engage in PTSF’s accreditation process in good faith. The Institution shall abide by all applicable PTSF standards, policies and procedures, which are incorporated herein by reference, and shall adhere to PTSF’s accreditation program and all associated standards and requirements, including periodic monitoring for compliance as well as re-evaluation of the Institution’s accreditation status to be conducted by PTSF in accordance with PTSF accreditation policies and procedures.
2. Fees. The Institution will complete the Application for Survey (AFS) and submit a non-refundable Application Fee by the deadline listed in the invoice to the Institution. The Institution agrees to pay all accreditation fees, including but not limited to the Site Survey Fee, by the deadline listed in the invoice to the Institution.
3. Institution Representations. The Institution represents and certifies to the following:
 - a) the information set forth in its Application for Site Survey and any other information submitted to PTSF is true and correct.

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- b) The Institution is licensed as a general acute care hospital by the Pennsylvania Department of Health.
 - c) The Institution is accredited by The Joint Commission or a recognized state or nationally based accrediting agency for acute care hospitals.
 - d) The Institution represents that to the best of its ability it meets the “Standards for Trauma Center Accreditation” of the Foundation.
 - e) This Institution complies with Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and the regulations issued under HIPAA and HITECH (collectively, “HIPAA”) governing the use and disclosure of protected health information (“PHI”) by health careproviders, payers and clearinghouses.
 - f) The Institution operates without restriction by reason of gender, race, color, national origin, age, sexual orientation, handicap and/or disability.
 - g) For Institutions seeking accreditation for the first time; all information outlined in PTSF Policy AC-130, Process for Becoming an Accredited Trauma Center, is in place as per the policy.
4. Reporting Changes. The Institution agrees to report any changes in compliance with the “Standards for Trauma Center Accreditation” to the Foundation in accordance with PTSF Policy AC-128 titled “Notification Regarding Changes in Trauma Center Operations for Pursuing and Accredited Trauma Centers.”
5. Re-Survey. The Institution agrees to submit to a re-survey if requested by the Foundation or if a complaint is received and determined by the Foundation or by the Department of Health to require an investigation.
6. Appeals of Accreditation Decisions. The Institution agrees to follow and adhere to all applicable policies and procedures established by the Foundation for reviewing or challenging accreditation decisions, including, but not limited to, the PTSF Policy AC-136, Request for Reconsideration of Board of Directors Decision, and Policy AC-103, Appeals Process.
7. Data Submission and Trauma Registry Participation. The Institution agrees to collect and submit data as specified and required by the Foundation in accordance with Foundation requirements, policies, and procedures, including, if accreditation is received, for inclusion in and use consistent with the PTSF trauma registry and related activities and PTSF performance improvement databases. Institution is required to collect and submit data to PTSF, including to the PTSF trauma registry, in order for PTSF to provide services to Institution related to Institution’s participation in PTSF’s programs, including but not limited to accreditation, quality and performance improvement services, data aggregation, data analysis, public health, education, and trauma related research, and other purposes that relate to Health Care Operations and for Research purposes, as those terms are defined by HIPAA. Without limiting the generality of the foregoing, PTSF may use and share data from the trauma registry

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- with a third party for purposes of trauma-related Research in accordance with HIPAA; may create Limited Data Sets and De-identified information from the data in the trauma registry in accordance with HIPAA; may use and disclose any PHI, including any Limited Data Sets, in accordance with HIPAA; and may use and disclose any De-Identified data at its discretion consistent with the Foundation's purposes and goals.
8. Business Associate Agreement. The Parties acknowledge and agree that under HIPAA, Institution is a Covered Entity and PTSF is a Business Associate, each as defined under HIPAA, because Institution discloses PHI to PTSF related to PTSF's accreditation and other programs, and accordingly they have already entered into or will on or about the Effective Date of this Agreement enter into a business associate agreement.
 9. HIPAA Compliance. The Institution agrees to work with the Foundation to ensure that protected patient health information is appropriately used and disclosed pursuant to applicable federal and state law, including but not limited to provisions under the Health Insurance Portability and Accountability Act of 1996's Administrative Simplification provisions ("HIPAA").
 10. Ownership. Except with respect to any superior or superseding rights conferred by law in view of a Party's rights or obligations, e.g., with respect to patient care, PTSF shall own the data provided to PTSF by the Institution and any data that has been De-Identified by PTSF (De-Identified data is defined herein as PHI that has been de-identified in accordance with 45 C.F.R. § 164.514(b)) and to the extent Institution has any superior or superseding rights conferred by law as described above with respect to ownership, Institution hereby grants to PTSF a perpetual license to use and disclose the data pursuant to this Agreement, as may be amended from time to time. The Parties acknowledge that once submitted to PTSF, the return or destruction of the data is infeasible, as it will have been integrated into trauma registry. Institution hereby assigns to PTSF any right, title, or interest, including any intellectual property rights, in and to such data that the Institution has or may in the future have in the data. Institution shall not encumber the data in any way or do anything inconsistent with PTSF's ownership of the data.
 11. Indemnification. The Institution agrees to indemnify, defend, and save harmless the Foundation and its directors, agents, and employees from any and all suits, claims, actions, losses, liabilities, or expenses (including negligent acts or omissions by the Institution relating to or arising out of any breach of this agreement, the disclosure of information to the Foundation or the provision of medical care to any patient of the Institution, except that the foregoing provisions shall not apply if the direct cause of the loss or liability is attributable to any negligent acts or omissions by the Foundation).
 12. Independent Contractors. Nothing contained in this Agreement is to be construed to constitute the Parties as partners or joint venturers of each other, or to constitute the employees, agents or representatives of either Party as the employees, agents or representatives of the other Party, it being intended that the relationship between the Parties shall at all times be that of independent contractors.
 13. Governing law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without reference to



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conflicts of laws principles.

14. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Institution may not assign this Agreement without PTSF's prior written consent.

15. Entire Agreement. This Amendment represents the entire agreement of the parties concerning the subject matter hereof, and all oral discussions and prior inconsistent agreements are merged herein. In the event of an inconsistency between this Agreement and the provisions of any other Agreement, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have cause this Agreement to be signed by their duly authorized representatives below.

INSTITUTION:

Chief Executive Officer: _____

Applicant Institution Name: _____

Signature (*Chief Executive Officer*): _____

Date: _____

PENNSYLVANIA TRAUMA SYSTEMS FOUNDATION:

PTSF President: Amy Kempinski _____

Signature: _____

Date: _____