

## MASTER TRANSITION SERVICES AGREEMENT

This Master Transition Services Agreement (“Transition Agreement”) is made and entered into as of June 24, 2013 (the “Effective Date”), by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), acting through the Louisiana State University Health Sciences Center at New Orleans (“LSUHSC-NO”) and its Health Care Services Division (“HCS”) and Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Hospital (“SLHA”).

WHEREAS, SLHA, LSU, State of Louisiana, Division of Administration, and State of Louisiana, Department of Health and Hospitals have agreed to enter into a Cooperative Endeavor Agreement on or about June 24, 2013 (“CEA”) whereby SLHA has agreed to provide specified healthcare operations and services through the outpatient clinics associated with W.O. Moss Regional Medical Center in Lake Charles, Louisiana and previously managed through LSU and LSUHSC-NO (the “Clinics”);

WHEREAS, SLHA recognizes that the comprehensive transitions provided under the CEA contemplate an orderly and global transformation of multiple services in timely fashion without material disruption of services and therefore desires for the HCS to provide certain specified transition services to SLHA during this transition period;

WHEREAS, the HCS has provided various information technology and related services to the Clinics while operating under the direction and control of LSUHSC-NO and the HCS and is willing, pursuant to the CEA and the transactions contemplated therein, to continue maintaining certain such services for and on behalf of the Clinics and SLHA during the Transition Period, as more fully set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **1. DEFINITIONS**

1.1 Any capitalized terms not otherwise defined in this Transition Agreement shall have the same meanings as set forth in the CEA.

1.2 “CEA” shall mean the Cooperative Endeavor Agreement identified in the opening preamble above, as amended.

1.3 “Hosting Services” shall mean the services described in Exhibit C hereto.

1.4 “IT Services” shall mean the information technology services described in Exhibit A hereto.

1.5 “Parties” shall mean the parties to this Transition Agreement, and each may be referred to as a “Party.”

1.6 “PHI” has the meaning given to the term “Protected Health Information” under the Standards for Privacy of Individually Identifiable Health Information that is codified at 45 CFR parts 160 and 164, Subparts A and E, including but not limited to, 45 CFR §164.501.

1.7 “Services” shall collectively include and mean the IT Services, the Support Services and the Hosting Services.

1.8 “Software” shall mean the software licensed to LSU or HCSD by Third Party Vendors and used in the Clinics as of the Effective Date to provide on-going healthcare services or otherwise support the operations of the Clinics.

1.9 “Support Services” shall mean the support and maintenance services described in Exhibit B hereto.

1.10 “Third Party Contracts” shall mean information technology contracts, software license agreements, support agreements and various other contracts and agreements associated with and essential to the on-going operations of the Clinics, specifically including, without limitation, the existing contracts with the vendors identified on Exhibit D.

1.11 “Third Party Vendors” shall mean the various third parties that have licensed or otherwise provide essential software, services and related technology to LSU or HCSD for use in or in connection with the Clinics pursuant to Third Party Contracts for use by the Clinics in providing on-going healthcare services and operations throughout the Clinics, including those licensors and vendors identified in Exhibit D hereto.

1.12 “Transition Period” shall mean the period of time during which the HCSD will provide the various services specified hereunder, as specifically set forth in Section 4 hereof.

1.13 In this Transition Agreement, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this Transition Agreement;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) the terms “including” and “includes” shall be deemed to be followed by the statement “without limitation” and any obligation not to do something shall include restriction against permitting such thing to be done by a third party.
- (d) a reference to a specific time for the performance of an obligation is a reference to that time in the place where that obligation is to be performed;
- (e) a reference to a Party includes its executors, administrators, successors and permitted assigns; and
- (f) the following schedules are incorporated into and made a part of this Agreement:

- Exhibit A IT Services
- Exhibit B Support Services

Exhibit C	Hosting Services
Exhibit D	Third Party Vendors
Exhibit E	Business Associate Agreement
Exhibit F	HIPAA Compliance Agreement

## 2. TRANSITION SERVICES

2.1 Information Technology Services. During the Transition Period, the HCSD will maintain and provide to the Clinics the information technology services described on Exhibit A and attached hereto (collectively, the "IT Services"). SLHA agrees and acknowledges: (i) to the extent such IT Services consist of Third Party Contracts or Software, LSU is merely a licensee of said software, services and technology and is not the software developer or owner of said technology and therefore makes no representations, warranties or commitments whatsoever regarding the operations, functions or performance of any such software, services and/or technology utilized by LSU for purposes of providing the IT Services hereunder; and (ii) to the extent such IT Services consist of Third Party Contracts or Software, LSU shall have no liability whatsoever regarding the operations, functions, performance, non-performance, defects and/or inoperability of any software, services and/or technology utilized by LSU for purposes of providing the IT Services hereunder.

2.2 Support and Maintenance Services. During the Transition Period, the HCSD will provide the Clinics the support and maintenance services described on Exhibit B and attached hereto (collectively, the "Support Services") to support the Software.

2.3 Hosting Services. During the Transition Period, the HCSD will provide the Clinics the hosting services described on Exhibit C and attached hereto (collectively, the "Hosting Services"). SLHA agrees and acknowledges: (i) LSU is merely providing the limited Hosting Services described in Exhibit C and therefore makes no representations, warranties or commitments whatsoever regarding the operations, functions or performance of any such software, services and technology licensed to LSU and/or any data or other operations hosted by the HCSD hereunder; and (iii) LSU shall have no liability whatsoever regarding the operations, functions, performance, non-performance, defects and/or inoperability of any software, data, services and technology hosted by LSU.

2.4 Change in Services. The HCSD may subcontract all or any part of the Services to be provided hereunder. If at any time during the Transition Period, SLHA requests a material change in any of the Services, the Parties hereto will negotiate diligently and in good faith with respect to the scope and cost of any such requested change(s).

2.5 Transition of Services. The HCSD represents and warrants that the Services are substantially similar to the services previously made available to the Clinics while under the control and direction of LSU. Notwithstanding any statement or other provision to the contrary, SLHA agrees and acknowledges: (i) the HCSD has previously provided the Services to the Clinics while under the control and direction of LSU and the primary purpose of this Transition Agreement is to transition these existing Services, as is, to SLHA; and (ii) the HCSD shall only provide, and is only agreeing to provide, to SLHA such Services as has been previously provided by the HCSD to the Clinics while under the control and direction of LSU and as specifically set

forth in this Section 2 and the corresponding exhibits. Subject to the foregoing, the Parties agree that certain modifications or adjustments to the services previously provided to the Clinics by LSU may be implemented to address certain special needs of SLHA and the Parties shall fairly negotiate to equitably account for these adjustments, as reasonably appropriate under the circumstances.

2.6 Cooperative Endeavor Agreement. SLHA and LSU agree that this Transition Agreement is ancillary to the CEA and is one component of the various engagements and transactions contemplated under the CEA.

2.7 LSU Not a Medical Provider. SLHA agrees and acknowledges that the Software and Services are merely a conduit for information only and in no way a substitute for competent medical advisors or related clinicians. All medical practice management and patient care decisions made in which the Software and/or Services may be utilized, and the consequences thereof, will remain the exclusive responsibility of the respective physicians and other health care providers with privileges to use the Software and/or Services. The successful operation of the Software and/or Services are dependent, in part, on use of proper procedures and systems for the management of the data being processed and input of correct data, and LSU shall have no responsibility for the accuracy and adequacy of any data and/or PHI furnished after the date of this Agreement for processing through the Software and/or Services.

2.8 Other IT Services. SLHA agrees and acknowledges that SLHA will remain solely responsible for purchasing and maintaining any and all software SLHA deems necessary that has been independently acquired by the Clinics because LSU is not the contracting party for any software directly acquired through the Clinics.

2.9 Hospital Access and Reasonable Cooperation. SLHA shall provide LSU with access to and use of Clinics (or equivalent space) as necessary for LSU to comply with the terms of this Transition Agreement and to provide the Services to and/or on behalf of SLHA. In addition, SLHA agrees to mutually cooperate and to assist LSU as is reasonably necessary for LSU to provide the Services to SLHA as contemplated and set forth herein.

2.10 Assistance in Transition. Consistent with terms of this Transition Agreement, SLHA and LSU will work cooperatively and use their best reasonable efforts, subject to resource availability to transition the Services to SLHA and to minimize the amount of time that SLHA needs to use the Services provided through HCSD.

### 3. THIRD PARTY CONTRACTS

3.1 Existence of Third Party Contracts and Other Agreements. SLHA agrees and acknowledges: (i) LSU has previously entered into a significant number of agreements common to the healthcare industry with various third party software and service vendors, including without limitation certain Third Party Contracts essential to the on-going healthcare services and operations of the Clinics; (ii) LSU will be required to maintain and continue operating under these Third Party Contracts in order to provide the requested Services to the Clinics during the Transition Period; (iii) the HCSD would otherwise seek to immediately terminate the Third Party Contracts and other agreements and/or allow them to immediately expire were it not for SLHA's

need and desire for the HCSD to maintain the Third Party Contracts in order to provide a continuation of the Services to the Clinics during the Transition Period; (iv) LSU's on-going contractual obligations and potential liability under the Third Party Agreements will continue to exist under the Third Party Contracts as a result of SLHA's request for continuation of Services by the HCSD through the Transition Period; (v) LSU generally intends and/or expects to terminate and/or not renew these Third Party Contracts immediately upon the expiration of the Transition Period; and (vi) LSU generally intends and/or expects to immediately terminate and/or not renew all other third party agreements that are not identified by SLHA as being essential to the continued on-going healthcare services and operations of the Clinics.

3.2 Liability Under Third Party Contracts. Subject to Section 7.2, SLHA agrees and acknowledges that LSU and SLHA have agreed for LSU to provide Services to SLHA by generally continuing operations under the Third Party Contracts during the Transition Period for and on behalf of SLHA with the general objective of redirecting LSU's existing obligations under the Third Party Contracts to SLHA during the Transition Period through this Transition Agreement and payment of the Fees set forth in subsection 5.1.

3.3 Indemnity Under Third Party Contracts. SLHA agrees to fully defend, indemnify and hold LSU, its board members, agents, officers, representatives, employees and Affiliates (collectively the "Indemnitees") harmless from and against any and all claims, damages, losses, fees or expenses (including attorney's fees and other litigation expenses) asserted against any Indemnitee by any Third Party Vendor that arises out of any act or omission by SLHA and/or its officers, employees, affiliates, representatives and/or agents in violation of any Third Party Contracts for any Third Party Vendors specifically identified in Exhibit D hereto. LSU is entitled to participate at its option and expense through counsel of its own selection, and may join in any legal actions related to any such claims, demands, damages, losses and expenses arising hereunder.

3.4 Third Party Vendors. SLHA agrees and acknowledges: (i) the various third party software, services and technology licensed to the HCSD for use in the Clinics for providing on-going healthcare services and operation of the Clinics are provided and/or licensed, and shall continue to be provided and/or licensed, through or by various Third Party Vendors and/or providers; (ii) LSU is not a software vendor or developer and shall have no liability to SLHA for any software, products and/or services that are offered or provided by any Third Party Vendor and/or the operation, performance and/or non-performance of any such products or services; (iii) LSU does not warrant, guarantee, endorse or otherwise make any representations, warranties or commitments or otherwise obligate itself in any manner whatsoever regarding any products and/or services licensed by any Third Party Vendor or other person or entity and/or the performance or operation of any such products or services except as may be otherwise expressly provided in this Agreement.

#### 4. TRANSITION PERIOD AND TERMINATION

4.1 Transition Period. Unless earlier terminated as provided herein, the Transition Period shall commence as of the date of this Agreement and shall terminate as of the close of business on the one (1) year anniversary of this Transition Agreement.

4.2 Extension of Transition Period. Upon written agreement of the Parties, the Transition Period may be extended for an additional one (1) year period. Any Party that wishes to extend the Transition Period for another year must provide written notice to the other Party of the requested extension at least two hundred (200) calendar days prior to the expiration of the Transition Period (or any extension thereof) so that LSU may take action to renew or terminate the applicable Third Party Contracts, as may be appropriate.

4.3 Termination. SLHA may cancel any portion of the Services by providing ninety (90) days advance written notice. In the event of any early termination of any portion of the Services by SLHA, LSU will contact the applicable Third Party Vendor(s) to request a reduction of fees chargeable to LSU as a result of SLHA's early termination of a portion of the Services. In connection therewith, SLHA will be permitted to participate with LSU in such fee reduction negotiations in the event the request for reduction is initially refused by the applicable Third Party Vendor. In the event the applicable Third Party Vendor(s) grants a reduction in fees chargeable to LSU as a result of SLHA's early termination of certain Services, LSU agrees to pass through to SLHA a corresponding reduction in the service fees otherwise payable to LSU by SLHA hereunder. In the event the Third Party Vendor refuses to grant a fee reduction to LSU to account for SLHA's early termination of a portion of the Services provided by LSU, SLHA shall remain responsible to LSU for the full amount of the service fees provided herein, regardless of the early termination of any portion of the Services by SLHA. SLHA agrees and acknowledges that certain Third Party Vendors such as Siemens require a termination notice of 180 days and therefore SLHA specifically agrees and acknowledges that SLHA shall remain responsible for and shall defend, indemnify and hold LSU, LSUHSC-NO and HCSD harmless against any fees charged by said Third party Vendors after any termination by SLHA hereunder and before expiration and/or satisfaction of the termination requirements set forth in said Third Party Contracts.

4.4 Cooperation. Each of the Parties hereto agrees to cooperate and act in good faith with regard to each other in connection with the documentation and performance of their respective obligations under this Transition Agreement, including but not limited to (i) notifying the other Party if a Party becomes aware of a violation of the other Party's policies or procedures by any person; and (ii) providing reasonable assistance to document and resolve such violation.

4.5 Post Transition Period. Upon any termination or expiration of the Transition Agreement for any reason, each Party agrees to reasonably assist the other Party with any transitions required as a result of any termination or expiration of this Transition Agreement, including working with any third party retained by SLHA to take over the Services provided hereunder. Any obligations of LSU hereunder are conditioned on (i) receiving timely written request from SLHA for the transition assistance contemplated hereunder, and (ii) SLHA paying LSU on a time and materials basis at LSU's then current rates or \$175 per hour, whichever amount is higher, for all such assistance provided by LSU. Neither party shall be required to provide any transition assistance under this subsection for more than three (3) months from termination or expiration of this Transition Agreement.

4.6 Termination of CEA. Unless specifically and expressly agreed otherwise by the Parties hereto, any termination of the CEA shall result in the automatic termination of this Transition Agreement; provided that the HIPAA Compliance Agreement and Business Associate

Agreement set forth in Exhibits E and F, respectively, shall remain in effect so long as either Party has access to PHI of the other Party.

4.7 Obligation for Service Fees. SLHA shall remain fully obligated to pay any and all Service fees and charges that have been incurred and/or earned by LSU hereunder prior to any termination or expiration of this Transition Agreement.

4.8 Survival. The provisions of this Transition Agreement which should by their nature survive termination or expiration, shall survive termination or expiration of this Transition Agreement.

## 5. PAYMENT FOR SERVICES

5.1 Fees for Services. The fees to be paid by SLHA to LSU for the Services provided hereunder is set forth in Exhibit A hereto, reduced for any IT services, Support Services or Hosting Services that are cancelled pursuant to Section 4.3. The Total Services Fees shall be billed by LSU monthly on a pro-rata basis over the Transition Period by submission of monthly billing invoices setting forth the amount of fees for the services rendered as described above. SLHA shall make payments in respect of any such invoice within thirty (30) days after the date of receipt of such invoice. Any fees chargeable upon any extension or renewal of the Transition Period shall be reasonably negotiated by the Parties if said extension and/or renewal is mutually desired by the Parties.

5.2 Others Charges. In the event SLHA requests that LSU provide additional and/or supplemental services to the Clinics that are not contemplated or specified herein, the Parties agree to reasonably negotiate in good faith to allocate additional applicable fees and/or charges to be paid by SLHA to LSU in connection with any such unanticipated charges, expenses and/or supplemental services.

5.3 Past Due Fees. Except for any fees disputed in good faith pursuant to Section 5.4, any and all fees payable to LSU hereunder shall accrue interest at the rate of the official cash rate plus 1% per annum calculated monthly, from the due date until paid. All payments to be made by SLHA under this Agreement shall be made free of any deduction, set-off or counterclaim, except for any portion of an invoice that is subject to a genuine dispute by the SLHA pursuant to Section 5.4. In addition to LSU's rights to terminate for non-payment pursuant to subsection 9.1, where any fees owed to LSU are more than two (2) months overdue, LSU shall be permitted on ten (10) days written notice to suspend any Services being provided to SLHA until such time as the overdue fees plus interest have been fully paid.

5.4 Disputed Amounts. Notwithstanding LSU's right to terminate for non-payment pursuant to subsection 9.1, if SLHA receives a monthly invoice from LSU for more than one-twelfth of the Total Service Fees set forth in Exhibit A, SLHA shall have the right to withhold any portion of the excess amount that it disputes in good faith as being owed to LSU. SLHA agrees to provide reasonable detail of the dispute to LSU and to cooperate with LSU in attempting to promptly resolve the dispute.

## 6. COMPLIANCE

6.1 Provision of Services. The HCSD will continue to provide the Services to the Clinics in good faith and with due care consistent with the care the HCSD has previously exercised in performing such Services while the Clinics were under the control and direction of LSU.

6.2 Compliance with Laws. LSU shall provide the Services in material compliance with all applicable federal, state and local laws, ordinances and regulations and SLHA shall operate the Clinics and otherwise perform its duties and obligations hereunder in material compliance with all applicable federal, state and local laws, ordinances and regulations.

6.3 HIPAA Agreements. The Parties acknowledge and agree that HCSD is acting a Business Associate of SLHA, as that term is defined by the regulations issued under the Health Information Portability and Accountability Act of 1996 ("HIPAA"), in providing the transition Services hereunder. As such, LSU and SLHA shall comply with the terms of the Business Associate Agreement attached hereto as Exhibit E, as well as the HIPAA Compliance Agreement attached hereto as Exhibit F and related HIPAA confidentiality agreements executed between the Parties and attached as exhibits to the HIPAA Compliance Agreement (collectively, the "HIPAA Agreements"). The Parties shall amend the HIPAA Agreements as is necessary to comply with the requirements of the Privacy and Security Regulations (as such term is defined in the HIPAA Agreements). Notwithstanding any of the foregoing, (i) to the extent that any provisions of this Transition Agreement conflict with the provisions of the HIPAA Agreements, the HIPAA Agreements shall control, and (ii) to the extent that any of the provisions of the HIPAA Agreements conflict with the provisions of HIPAA, HIPAA shall control.

## 7. WAIVER OF WARRANTY AND LIMITATION OF LIABILITY

7.1 Disclaimer and Waiver of Warranty. LSU MAKES NO REPRESENTATIONS OR WARRANTIES, AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, TIMELINESS, FITNESS FOR A PARTICULAR PURPOSE, OR QUALITY. UNLESS AND EXCEPT AS SPECIFICALLY STATED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, (I) ALL SERVICES ARE PROVIDED "AS IS"; AND (II) LSU DOES NOT WARRANT THAT THE SERVICES WILL MEET SLHA'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE ENTIRELY ERROR FREE, FREE FROM VIRUSES, OR UNINTERRUPTED OR FUNCTION PRECISELY AS DESCRIBED IN ANY ACCOMPANYING DOCUMENTATION. LSU SPECIFICALLY DISCLAIMS ANY DIRECT OR CONSEQUENTIAL LIABILITY FOR LOSS OF ANY FORM OF DATA. IN ADDITION, AND FOR CERTAINTY, LSU SHALL HAVE NO LIABILITY FOR FAILURE TO PROVIDE SERVICES IF SUCH FAILURE ARISES FROM CAUSES BEYOND LSU'S CONTROL.

7.2 Limitation of Liability. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER UNDER THIS TRANSITION AGREEMENT (EXCEPT FOR THE PAYMENT OF FEES OWED TO LSU HEREUNDER) FOR ANY ALLEGED DAMAGES ARISING OUT OF,



BASED ON, OR RELATING TO THIS TRANSITION AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO SAID PARTY'S ACTUAL DAMAGES UP TO THE SUM OF THE TOTAL FEES ACTUALLY PAID TO LSU FOR SERVICES PROVIDED BY LSU PURSUANT TO THIS TRANSITION AGREEMENT; PROVIDED, HOWEVER, THIS LIMITATION SHALL NOT APPLY TO CLAIMS FOR DAMAGES UNDER THE HIPAA COMPLIANCE AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

7.3 Waiver of Certain Special Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY LEGAL THEORY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, REVENUES, DATA OR USE (EVEN IF ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATED TO THIS TRANSITION AGREEMENT OR THE SERVICES PROVIDED HEREUNDER. LIABILITY FOR DAMAGES SHALL BE LIMITED AND/OR EXCLUDED AS PROVIDED IN THIS TRANSITION AGREEMENT, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS TRANSITION AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

7.4 Exclusive Remedy for Defective Services. Certain statutes, rules and regulations may imply certain non-excludable warranties or conditions. To the extent such are not permitted to be excluded or waived, LSU's (including its employees, agents, officers, suppliers, third party licensors, and Third Party Vendors) total aggregate liability for breach of such conditions or warranties shall be limited to correction or substitution of any non-conforming Services.

7.5 Waiver of Vicarious Liability. Subject to any express provision of this Transition Agreement to the contrary, neither Party has liability to the other for (i) anything beyond its sole control and (ii) any acts of any third party, software vendor or licensor, third party service provider and/or Third Party Vendor.

7.6 Pass-through of Warranties. LSU agrees to provide SLHA the benefit of any warranties under the Third Party Contracts and Software to the extent permissible under the Third Party Contracts and Software. If SLHA is not entitled to the direct benefit of such warranties, LSU agrees, at SLHA's cost, to assert warranty claims on behalf of SLHA and provide SLHA the benefit of any such claims.

## **8. INDEMNIFICATION**

8.1 Indemnity for Services. Subject to Section 7.2, SLHA agrees to fully indemnify and hold LSU, its board members, agents, officers, representatives, employees and Affiliates ("Indemnitees") harmless from and against any and all claims, damages, losses, fees or expenses (including attorney's fees and other litigation expenses) and legal costs arising from any lawsuits, administrative agency or other actions by third parties (collectively, "Losses") asserted against any Indemnitee that arises out of or is attributed, directly or indirectly, to the intentional

misconduct or gross negligence of SLHA or any of its employees, officers, agents, or representatives. LSU is entitled to participate at its option and expense through counsel of its own selection, and may join in any legal actions related to any such Losses hereunder. Notwithstanding the foregoing, SLHA shall not be required to defend, indemnify and hold harmless LSU and/or any Indemnitee in respect of any such Losses that have resulted from LSU's intentional misconduct or gross negligence.

8.2 Indemnity of SLHA. Subject to Section 7.2, LSU agrees to fully indemnify and hold SLHA and its Indemnitees harmless from and against any and all Losses asserted against any Indemnitee that arise out of or is attributed, directly or indirectly, to the intentional misconduct or gross negligence of the HCSD or any of its employees, officers, agents, or representatives in performing Services under this Transition Agreement. SLHA is entitled to participate at its option and expense through counsel of its own selection, and may join in any legal actions related to any such Losses hereunder. Notwithstanding the foregoing, LSU shall not be required to defend, indemnify and hold harmless SLHA and/or any Indemnitee in respect of any such Losses that have resulted from SLHA's intentional misconduct or gross negligence.

## 9. DEFAULT

9.1 Default Procedures. Subject to the dispute resolution procedures set forth in subsection 13.3, if either Party fails to perform its obligations in accordance with this Transition Agreement, the non-breaching Party may give the Party in breach written notice of such failure and the Party in breach shall have thirty (30) days from the date of such notice (the "Cure Period") to cure such failure to the reasonable satisfaction of the non-breaching Party. If the Party in breach does not cure such failure within the Cure Period, the non-breaching Party, at its option, may terminate this Transition Agreement.

## 10. TECHNICAL ENVIRONMENT

10.1 Required Technical Environment. SLHA shall be and remain responsible for ensuring that, prior to the commencement of the Services, and at all times during the Transition Period, the Clinics will reasonably meet and maintain, in all material respects, the minimum hardware and software configuration or interfaces (the "Technical Environment") that the Clinics must have in order to be able to access and use the Services. LSU shall have no liability for a corresponding failure of the Services to operate as provided herein where SLHA has not met or maintained the Technical Environment in all material respects and the failure directly results therefrom.

10.2 Modifications to Technical Environment. SLHA acknowledges that modifications to the configuration of its systems or the Technical Environment may impact the Services, and agrees to advise LSU in writing prior to materially modifying systems or configurations that may materially affect the Technical Environment for the Clinics and/or SLHA. LSU shall use reasonable commercial efforts to notify SLHA of any impact that the notified change may have on the performance of the Services and agrees to advise SLHA in writing prior to materially modifying systems or configurations that may materially affect the Technical Environment for the Clinics and/or SLHA.

## 11. SECURITY MEASURES

11.1 Password Restricted Access. Consistent with the services previously provided by HCSD to the Clinics, SLHA acknowledges that the Services will be accessed using unique user identifications and passwords, and agrees that SLHA and its employees, staff and users have sole responsibility for the creation of such unique identifiers and reasonably maintaining the confidentiality and security of the passwords used to access the Services. With the exception of failure to properly maintain role based access controls as further outlined in Section 11.11 below, LSU shall have no liability to SLHA or any third party whatsoever for unauthorized access to the Services resulting from a failure of SLHA or its users to reasonably maintain the confidentiality and security of its passwords.

11.2 Reliance by LSU. SLHA warrants and confirms that LSU may rely upon any information and/or instructions set forth in any transmission from SLHA using an assigned password, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same.

11.3 SLHA Security Solutions. SLHA agrees that it will install and maintain appropriate and commercially reasonable security solutions to deter unauthorized access to its network and the Services, including adequate firewall, intrusion detection, anti-virus and security solutions.

11.4 LSU Security Solutions. Consistent with the services previously provided by HCSD to the Clinics, HCSD agrees that it will maintain appropriate security solutions to avoid unauthorized access to the Services, including adequate firewall, intrusion detection, anti-virus and security solutions.

11.5 IT Security. Consistent with the services previously provided by LSU to the Clinics, LSU shall, in good faith, continue to exercise due diligence using generally accepted commercial business practices for IT security, to provide the Services in a secure manner, and will continue to employ the management, operational and technical controls currently employed to generally maintain security of systems and data containing protected health information.

11.6 Network Conditions. The Services are provided via public and private networks which are not maintained by LSU, but instead by its third party vendors. LSU disclaims any and all liability for performance, unavailability or deterioration of the Services due to network latency or unavailability, except to the extent LSU's Business Associate Agreement and/or External Affiliate Agreement with such vendor contains contractual assurances that may be enforced.

11.7 Back-ups. HCSD maintains comprehensive written disaster recovery and business continuity programs. Consistent with the services previously provided by HCSD to the Clinics, HCSD will use reasonable efforts to ensure that all data existing at the initiation of the scheduled jobs are backed up regularly consistent with the backup standards and policies previously adopted by HCSD in providing such Services to the Clinics while under LSU's control. Except as otherwise provided in this Transition Agreement, LSU shall have no liability for lost or corrupted data files or transactions unless the loss or corruption is caused by the acts

or omissions of HCSD. In the event that the SLHA's data files or transactions are lost or corrupted, LSU shall promptly reinstate, to the extent reasonably possible, said data files and transactions using the abovementioned backups. In addition to the foregoing, LSU shall promptly investigate the cause of any such data loss and report its findings and proposed solutions to SLHA and thereafter implement reasonable measures to avoid similar loss of data.

11.8 Email Usage. SLHA agrees and acknowledges that the LSU/HCSD email system made available to SLHA is not encrypted and therefore the sharing, exchanging, dissemination and/or transmitting of PHI or any other patient data or protected information through the LSU/HCSD email system is strictly prohibited. SLHA agrees to fully train all staff, employees and other authorized email users regarding such restrictions and prohibitions against sharing, exchanging and/or transmitting PHI or any other patient data or information through the LSU/HCSD email system and SLHA shall fully defend, indemnify and hold LSU and HCSD harmless against any claims, losses, damages, penalties and/or other charges arising out any violation of this Section and/or HIPAA regulations or other federal and/or state laws by SLHA, its staff, employees, agents and/or authorized users. HCSD has fully trained all staff, employees and other authorized email users regarding such restrictions and prohibitions against sharing, exchanging and/or transmitting PHI or any other patient data or information through the LSU/HCSD email system and LSU shall fully defend, indemnify and hold SLHA harmless against any claims, losses, damages, penalties and/or other charges arising out of any violation of this Section and/or HIPAA regulations or other federal and/or state laws by LSU/HCSD, its staff, employees, agents and/or authorized users.

11.9 Access to PHI by Multiple Partner Hospitals. Notwithstanding anything else in this Transition Agreement to the contrary, SLHA agrees and acknowledges that (i) LSU has previously controlled and managed multiple hospitals throughout Louisiana; (ii) these LSU hospitals have shared and maintained access to each other's PHI through various software systems; (iii) these LSU hospitals are being respectively transitioned to and taken over by various private partners through cooperative endeavor agreements much the way SLHA is doing in connection with the Clinics pursuant to its CEA with LSU; (iv) through the execution of agreements similar to this Transition Agreement these other hospitals will continue to use the same software systems that have enabled these hospitals to share and maintain access to each other's PHI while under the control of LSU; (v) these hospitals will continue to use these software systems while under the control of other private partners and will thereby continue to have shared access to each hospital's PHI, including access to SLHA's PHI; (vi) LSU and the various private partners, including SLHA, have executed the HIPAA Agreements to govern and control such access to PHI in accordance with federal and state laws; and (vii) LSU and the various private partners, including SLHA, have agreed to continue throughout the respective Transition Periods to work with various Third Party Vendors to implement and/or enhance such technical safeguards as are commercially reasonable and appropriate under the circumstances to restrict any unauthorized access and/or use of PHI in violation of the HIPAA Agreements or federal and/or state laws.

11.10 Data Mapping. In conjunction with the HIPAA Compliance Agreement, LSU shall provide SLHA with a data map of which software systems in Exhibit A can access Clinic and/or SLHA PHI and which software systems in Exhibit A can access other hospitals' PHI to enable LSU, SLHA and other hospitals to identify appropriate security measures to employ.

11.11 Role Based Access Controls. HCSD will continue the practice of assigning user access based on Clinic's instructions regarding its users' needs for access to the Clinic's PHI through the Shared Systems (as defined in the HIPAA Compliance Agreement) listed in Attachment C of the HIPAA Compliance Agreement. Barring any extenuating circumstances outside of the control of HCSD, new user provisioning or terminated user de-provisioning will be completed within 24 hours of HCSD's receipt of written notification from SLHA or electronic notification via an HR interface. Barring any extenuating circumstances outside of the control of HCSD, modifications to existing user account permissions will be completed within 48 hours of HCSD's receipt of written notification from the SLHA or electronic notification via an HR interface. Where possible, role based security has been and will continue to be used with regard to user access to PHI for patients at SLHA's Clinics. Notwithstanding the foregoing, in the event of any conflict between the terms of this Transition Agreement and the HIPAA Compliance Agreement, the HIPAA Compliance Agreement shall control and take precedence.

## 12. OWNERSHIP AND INTELLECTUAL PROPERTY

12.1 LSU Retains Proprietary Rights. LSU reserves and retains for itself and its licensors all rights, title and interest in and to the Services and any and all underlying software and related technology licensed to LSU. Except for any rights expressly granted in this Transition Agreement, no express or implied license, right or interest in or to any intellectual property of LSU or its licensors is conferred by this Transition Agreement. SLHA shall not assign, transfer or encumber its rights to use the Services.

12.2 SLHA Restrictions On Use. SLHA shall not: (i) copy, frame, or mirror any part or content of the Service other than copying or framing on SLHA's own intranet(s) or otherwise; (ii) access the Services to build or have built a competitive product or services, (iii) copy any features, functions, or graphics of the Services; or (iv) violate the copyrights, trademarks or other intellectual property rights of any Third Party Vendors or other LSU licensors.

12.3 SLHA Proprietary Rights. Nothing in this Agreement shall be interpreted and/or construed as conveying, assigning or otherwise transferring to LSU any proprietary rights that SLHA may have in its own intellectual property, all of which is expressly reserved by SLHA. Except for any rights expressly granted in this Transition Agreement, no express or implied license, right or interest in or to any intellectual property of SLHA or its licensors is conferred by this Transition Agreement.

## 13. MISCELLANEOUS PROVISIONS

13.1 Notices. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or three (3) days after being deposited in the United States mail, postage prepaid, or one (1) day after being deposited with the overnight courier, addressed as follows:

If to SLHA:

Southwest Louisiana Hospital Association  
d/b/a Lake Charles Memorial Hospital

If to LSU:

Board of Supervisors of Louisiana State University and  
Agricultural and Mechanical College

1701 Oak Park Blvd.  
Lake Charles, LA 70601  
Attention: President and CEO

3810 West Lakeshore Drive  
Baton Rouge, Louisiana 70808  
Attn: Executive Vice President for Health Care

with a copy to:

Baker Donelson Bearman Caldwell  
& Berkowitz, PC  
Chase North Tower  
450 Laurel Street, 20th Floor  
Baton Rouge, LA 70801  
Attention: Dickie Patterson, Esq.

with a copy to:

LSU System Office  
3810 West Lakeshore Drive  
Baton Rouge, Louisiana 70808  
Attn: Vice President of Health Affairs

with a copy to:

Board of Supervisors of Louisiana State University and  
Agricultural and Mechanical College  
Health Care Services Division  
5429 Airline Highway  
Baton Rouge, Louisiana 70805  
Attn: Chief Executive Officer

with a copy to:

Taylor, Porter, Brooks & Phillips, L.L.P.  
Attn: Marc Whitfield  
451 Florida St., 8<sup>th</sup> Floor  
Baton Rouge, Louisiana 70801

13.2 Choice of Law and Jurisdiction. This Transition Agreement shall be construed, governed, interpreted and applied according to United States and Louisiana law (disregarding choice of law provisions).

13.3 Dispute Resolution Procedures. In the event of a controversy or claim arising out of or relating to this Transition Agreement, or the breach, validity, or termination of this Transition Agreement, the Parties shall first negotiate in good faith for a period of thirty (30) days to try to resolve the controversy or claim. If the controversy or claim is unresolved after these negotiations, the Parties shall then make good-faith efforts for sixty (60) days to mediate the controversy or claim in Baton Rouge, Louisiana before a mediator selected by the Center for Public Resources, Inc. (New York, New York) ("CPR"), under CPR's Model Mediation Procedure for Business Disputes in effect as of the Effective Date. If the controversy or claim is unresolved after mediation, on the written demand of either Party any controversy arising out of or relating to this Transition Agreement or to the breach, termination, or validity of this Transition Agreement shall be settled by binding arbitration in Baton Rouge, Louisiana in accordance with CPR's Rules for Non-Administered Arbitration of Patent and Trade Secret Disputes in effect as of the Effective Date, before a single arbitrator. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All applicable statutes of limitation and defenses based on the passage of time shall be tolled while the procedures described in this Paragraph are pending. The Parties shall each take such action,

if any, required to effectuate this tolling. Each Party is required to continue to perform its obligations under this Transition Agreement pending final resolution of any dispute arising out of or relating to this Transition Agreement. Otherwise, any controversy arising under or relating to this Transition Agreement, or the breach, termination, or validity of this Transition Agreement, may be adjudicated only in a court, state or federal, having jurisdiction over the subject matter and including Baton Rouge, Louisiana within its territorial district. Both Parties consent to the jurisdiction and venue of such a court. A Party's right to demand arbitration of a particular dispute arising under or related to this Transition Agreement, or the breach, termination, or validity of this Transition Agreement, shall be waived if that party either: (1) brings a lawsuit over that controversy or claim against the other party in any state or federal court; or (2) does not make a written demand for mediation, arbitration, or both within sixty (60) days of service of process on that Party of a summons or complaint from the other Party instituting such a lawsuit in a state or federal court of competent jurisdiction.

13.4 Severability. If an arbitrator or a court of competent jurisdiction finds any term of this Transition Agreement to be invalid, illegal, or unenforceable, then that term will be curtailed, limited or deleted, but only to the extent necessary to remove the invalidity, illegality, or unenforceability, and without in any way affecting or impairing the remaining terms.

13.5 Waiver. No waiver by either Party of any breach of this Transition Agreement, no matter how long continuing nor how often repeated, shall be construed as a waiver of any subsequent breach; nor shall any delay or omission by either Party to exercise any right under this Transition Agreement be construed as a waiver of that right. No waiver shall be deemed valid unless it is in writing and signed by an authorized representative of each affected Party.

13.6 Independent Contractors. The relationship between the Parties is that of independent contractors. Neither Party is an agent of the other, and neither has any right or authority to assume or create any obligation or responsibility on behalf of the other.

13.7 Force Majeure. Neither Party hereto shall be in default of any provision of this Transition Agreement for any failure in performance resulting from acts or events beyond the reasonable control of such Party, such as Acts of God, acts of civil or military authority, civil disturbance, war, strikes, fires, power failures, natural catastrophes or other "force majeure" events if such failure arises out of causes reasonably beyond the direct control of such party and not due to such party's own fault or negligence or that of its contractors or representatives or other persons acting on its behalf, and which cannot be overcome by the exercise of due diligence.

13.8 Assignment. SLHA may not assign this Transition Agreement without the prior written consent of LSU, and shall not pledge any of the license rights granted in this Transition Agreement as security for any creditor. Any attempted pledge of any of the rights under this Transition Agreement or assignment of this Transition Agreement without the prior consent of LSU will be void from the beginning. No assignment by SLHA will be effective until the intended assignee agrees in writing to accept all of the terms and conditions of this Transition Agreement, and such writing is provided to LSU, and LSU has consented in writing to the assignment. Notwithstanding the foregoing, SLHA may, without LSU's consent, assign its

rights under this Transition Agreement to a purchaser of all or substantially all of SLHA's business relating to the subject matter of this Transition Agreement, so long as such assignee provides a statement in writing to LSU that it agrees to accept all terms and conditions of this Transition Agreement in the place of SLHA.

13.9 Attorneys' Fees. If it becomes necessary for one Party to employ the services of an attorney for the protection and enforcement of its rights under this Transition Agreement, or to compel performance of the other party's obligations under the Transition Agreement, upon final judgment or award by a court of competent jurisdiction or by an arbitrator, the court or arbitrator in its discretion may order the defaulting Party to pay the other Party's reasonable attorney's fees at both trial and appellate levels.

13.10 Counterparts. This Transition Agreement and any amendments hereto shall be in writing and may be executed in multiple copies by LSU and SLHA. Each multiple executed copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

13.11 Authority. Each Party represents and warrants that it has the right, authority and power to enter into this Transition Agreement. Each individual who has executed this Transition Agreement is of the full age of majority, is competent, and has the authority to execute this Transition Agreement on behalf of the entity which he/she represents.

13.12 Additional Assurances. The provisions of this Transition Agreement shall be self-operative and shall not require further agreement by the Parties except as may be herein specifically provided to the contrary.

13.13 Entire Agreement; Modification. This Transition Agreement and the Exhibits attached hereto, all as amended, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. Notwithstanding the foregoing, the Parties acknowledge that in the event that any provisions of this Transition Agreement conflict with the provisions of the CEA, the provisions of the CEA shall govern. This Transition Agreement may not be amended or modified except by mutual written agreement.

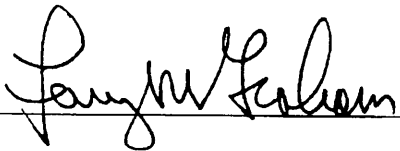
**SIGNATURE PAGE FOLLOWS**



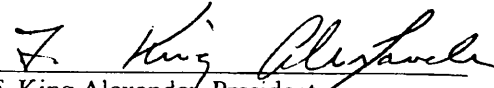
**MASTER TRANSITION SERVICES AGREEMENT**

THUS DONE AND SIGNED as of the Effective Date.

**SOUTHWEST LOUISIANA HOSPITAL  
ASSOCIATION**

By: 

**BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL  
COLLEGE**

By:   
F. King Alexander, President,  
Louisiana State University System

Date: 8-15-13

Date: 9/11/13

**EXHIBIT A**

**IT Services**

The IT Services to be maintained through HCSD on behalf of the Clinics during the Transition Period are as follows:

	Description	Type	IT System Interactions	Budget
MD Staff - Credentialing	-Medical Staff Credentialing software and support -Electronic Privilege Information -Provider Interface into clinical systems -Provider Interface to userid provisioning software -vendor hosted application	Business Function	-Provider Interface to Epic -Provider Interface to Siemens -Provider Interface to SunQuest -Provider Interface to Userid Provisioning	\$18,756.24
RIS-PACS (GE HEALTHCARE )	-PACS Imaging System - electronic peer review -tech QI -critical test result notification with closed loop reporting	Clinical Function	-ENM integration between RIS and PACS	\$81,936.42

RIS-PACS (GE HEALTHCARE IITS USA CORP )	<ul style="list-style-type: none"> <li>-GE Radiology Information System</li> <li>-includes voice recognition with self-correction</li> <li>-radiology document imaging</li> </ul>	Clinical Function	<ul style="list-style-type: none"> <li>-ADT inbound from Epic/Siemens</li> <li>-Orders inbound from Epic/Siemens</li> <li>-Order Status Updates Outbound to Epic/Siemens</li> <li>-Results outbound to Epic/CLIQ</li> <li>-Charges outbound to Epic/Siemens</li> <li>-Outbound Modality Interfaces</li> <li>-Inbound Provider Interface</li> <li>-Orders outbound to remote reading partners</li> <li>-Results inbound from remote reading partners</li> <li>-ENM integration between RIS and PACS</li> </ul>	\$54,624.28
KRAMES on demand	<ul style="list-style-type: none"> <li>-Patient Education Material</li> <li>-Vendor hosted application</li> </ul>	Clinical Function	<ul style="list-style-type: none"> <li>-Integrated into Epic workflow</li> <li>-Available to non-Epic hospitals via Web Interface</li> </ul>	\$3,141.79
Care Fusion	<ul style="list-style-type: none"> <li>-Pyxis machines and scanners</li> <li>-Pyxis hardware and software support</li> <li>-Alaris infusion pumps. (Pumps, PCA, CO2 and PSO2 monitors, syring pump, epidural pumps and drug library)</li> </ul>	Clinical Function	<ul style="list-style-type: none"> <li>-ADT inbound from McKesson Pharmacy</li> <li>-Orders inbound from McKesson Pharmacy</li> <li>-Charge/Dispense outbound to McKesson Pharmacy</li> </ul>	\$18,431.00

Patient Touch	-Electronic Patient Verification -Medication Administration Check System -Handheld devices and hardware support for handheld devices -Software and support included	Clinical Function	-ADT inbound from McKesson Pharmacy -Med Admin outbound to McKesson Pharmacy	\$31,204.34
McKesson Pharmacy Maintenance (Horizon Meds Manager)	-Inpatient Pharmacy System Software and support	Clinical Function	-ADT inbound from Siemens -charge interface outbound to Siemens -ADT outbound to Pyxis -ADT outbound to Alaris -Medication outbound to Pyxis -charges inbound from Pyxis	\$5,581.20
Oracle (License for Pharmacy System)	-Required for McKesson Pharmacy System			\$1,668.20
CLIQ	-Software use for in-house developed clinical inquiry system -results reporting system -medical reconciliation.	Clinical Function	-ADT inbound from Epic/Siemens -Results inbound from SunQuest -Results inbound from RIS/PACS -Results inbound from 3M Transcription -Medication inbound from Pharmacy	\$91,200.00

Siemens	<ul style="list-style-type: none"> <li>-Siemens Software and Support</li> <li>-patient management</li> <li>-patient accounting</li> <li>-electronic order entry</li> <li>-document imaging</li> <li>-resource scheduling (appointment scheduling)</li> <li>-decision support</li> <li>-bill scrubber</li> <li>-transaction based fees for various functions</li> </ul>	Clinical and Business Function	<ul style="list-style-type: none"> <li>-ADT outbound to Ancillary Systems</li> <li>-Orders outbound to Ancillary Systems</li> <li>-Provider inbound from MDStaff</li> <li>-Special outbound interfaces to state and federal regulatory systems</li> </ul>	\$229,170.74
Sunquest	<ul style="list-style-type: none"> <li>-SunQuest Software and support fees</li> <li>-general lab</li> <li>-blood bank</li> <li>-microbiology</li> <li>-anatomical pathology</li> <li>-RALS Point of Care Testing</li> <li>-TELCOR Point of Care Testing</li> <li>-salaries for analysts</li> <li>-hardware</li> </ul>	Clinical Function	<ul style="list-style-type: none"> <li>-ADT inbound from Epic/Siemens</li> <li>-Orders inbound from Epic/Siemens</li> <li>-Order Status Updates outbound to Epic/Siemens</li> <li>-Results outbound to Epic/CLIQ</li> <li>-Charges outbound to Epic/Siemens</li> <li>-ADT outbound to RALS</li> <li>-ADT outbound to Telcor</li> <li>-results inbound from RALS</li> <li>-results inbound from Telcor</li> <li>-bi-directional lab instrument interface</li> </ul>	\$44,230.74
Hospital Phone and Data Circuits	<ul style="list-style-type: none"> <li>-Existing OTM Phone and Data Circuits for the Hospitals</li> <li>-Connection to LONI POP</li> </ul>	Business Function		\$135,636.00
LSUHSC NO IT Support	-See MOU Document	Infrastructure Support for both Clinical and Business Functions		\$95,323.95

LSUHSC HCSD E-mail Support	-Venyu Data Center Costs -Network Connectivity to Data Center -Hosting for Exchange Server Mailbox servers -Avarar backup system and appropriate media	Business Function		\$8,614.37
RIS-PACS (ITB DATACENTER SPACE)	Secondary Data Center for RIS-PACS			\$7,647.40
Telecom services, local, inc, computer related, data lines, circuits	-Data Center Connectivity for the Epic and RIS-PACS Data Centers (Shreveport, Venyu and ITB Data Center)	Clinical Function		\$13,656.07
HCSD Hosting (Datacenter/Networking)	-Venyu Data Center Costs -Network Connectivity to Data Center -Hosting for CLIQ -HCSD Virtual Server Farm -related backups and media -McKesson CareEnhance (Interqual)	Clinical and Business Function		\$13,000.00
Allocated Overhead				\$85,382.27
<b>Total Service Fees</b>				<b>\$939,205.00</b>

## EXHIBIT B

### SUPPORT AND MAINTENANCE SERVICES

Support Services. The HCSD agrees to provide the following Support Services to SLHA to support and maintain the CLIQ software provided through HCSD and the Software licensed to the HCSD by Third Party Vendors for use in the Clinics for providing on-going healthcare services and operation of the Clinics:

(i) Reasonably providing SLHA with known solutions and bug-fixes to correct any material errors that have been reproduced and verified by LSU as existing in the current supported version of the Software and/or CLIQ;

(ii) Installing new versions, updates, revisions and enhancements of CLIQ and/or the Software when and if said products are provided to LSU by Third Party Vendors;

(iii) Furnishing reasonable telephone, electronic mail and other communication and technical support to SLHA during normal business hours in the form of counsel, instruction and advice on the use and operation of CLIQ and the Software and technical support for the resolution of any material problems involving the use or operation of CLIQ and the Software in the Clinics; and

(iv) Reasonably meeting with SLHA representatives to discuss and address integration and implementation of any new versions, updates, revisions and/or enhancements provided by Third Party Vendors in connection with the Software and/or CLIQ.

SLHA Support Contact. All support communications from SLHA to the HCSD shall be exclusively managed through Belinda Sommers, who SLHA identifies as its SLHA Support Contact hereunder. All support inquires to the HCSD hereunder shall be exclusively directed to the HCSD Support Contact identified below.

HCSD Support Contact. All support communications from the HCSD to SLHA shall be exclusively managed by Susan Arceneaux, Deputy CIO, HCSD, the HCSD Support Contact, though the SLHA Support Contact identified by SLHA above.

## EXHIBIT C

### HOSTING SERVICES

HCSD will continue to provide hosting services to the Clinics that is reasonably consistent with the hosting services generally provided by HCSD during the period of time in which the Clinics was under the control and direction of LSU, adjusted in accordance with the limited IT Services to be provided by HCSD and the corresponding reduction in software, services and technology previously licensed and/or provided to the Clinics but are no longer needed or requested by SLHA.

All such Hosting Services will be provided in accordance with this Transition Agreement and existing LSU policies and procedures, as amended by HCSD from time to time during the Transition Period and made available to SLHA.



**EXHIBIT D**

**THIRD PARTY VENDORS**

Applied Statistics - MD Staff  
GE RIS/PACS  
Krames on Demand  
CareFusion  
Patient Safe Solutions  
McKesson Pharmacy  
CLIQ  
Siemens  
SunQuest

**EXHIBIT E**

**BUSINESS ASSOCIATE AGREEMENT**

See attachment.

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is entered into by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), acting through the Louisiana Health Sciences Center at New Orleans (“LSUHSC-NO”) and its Health Care Services Division (“HCSD”) (collectively “Business Associate”) and Southwest Louisiana Hospital Association (“Covered Entity”), each a Party and collectively the Parties;

**WHEREAS**, Business Associate and Covered Entity have entered into a Master IT Transition Services Agreement (“Transition Services Agreement”) which includes a HIPAA Compliance Agreement (“HIPAA Compliance Agreement”) and a Master Collaborative Agreement pursuant to which Business Associate has agreed to provide certain services to and on behalf of Covered Entity (the “Services”);

**WHEREAS**, during a transition period as (“Transition Period”) defined in the Transition Services Agreement Business Associate regularly creates, receives, maintains, or transmits Protected Health Information (“PHI”) in its performance of the Transition Services Agreement on behalf of Covered Entity;

**WHEREAS**, Business Associate will maintain and operate a common electronic health record system (the “Shared EHR System”) provided by EPIC and certain other shared patient care software systems (the “Other Shared Software Systems”). The Shared EHR System and the Other Shared Software Systems are referred to herein collectively as the “Shared Systems.” In maintaining and operating the Shared Systems on behalf of Covered Entity, Business Associate regularly creates, receives, maintains, or transmits Protected Health Information (“PHI”);

**WHEREAS**, both Parties are committed to providing for the privacy and security of such PHI in compliance with the Privacy Regulations in 45 C.F.R. Parts 160 and 164, Subparts A and E, the Security Regulations in 45 C.F.R. Parts 160 and 164, Subparts A and C, and the Breach Notification Regulations in 45 C.F.R. Parts 160 and 164, Subparts A and D, which were promulgated by the Secretary of the U.S. Department of Health and Human Services (“HHS”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as amended and supplemented by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), and their implementing regulations and guidance, all as amended from time to time (the “HIPAA Requirements”), as well as other applicable state and federal laws that govern the privacy and security of individually identifiable information, including “Personal Information” as defined in Louisiana Revised Statutes 51:3073, and the Access to Shared EHR System and Other Shared Software Systems Policies and Procedures (“the Shared Systems Policies and Procedures”);

**WHEREAS**, in order to protect the privacy and security of PHI, including Electronic PHI (“EPHI”), created, received, maintained, or transmitted by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with persons providing certain services for or on behalf of the Covered Entity if such services require the Use or Disclosure of PHI or EPHI; and

**WHEREAS**, this BAA sets forth the terms and conditions pursuant to which PHI that is provided, created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity will be handled between Business Associate and Covered Entity, and with third parties, during the term of the Transition Services Agreement and after its termination.

**NOW THEREFORE**, in consideration of the mutual promises set forth in this BAA and the Transition Services Agreement, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the Parties agree as follows:

- 1 **Definitions.** All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the HIPAA Requirements, as applicable. PHI will have the meaning ascribed to it in the HIPAA Requirements, but for the purposes of this Agreement will refer solely to PHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity. All references to PHI herein shall be construed to include, but not be limited to EPHI.
- 2 **Permissible Uses and Disclosures of PHI.** Business Associate shall Use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall Use PHI (i) solely in connection with its Services provided pursuant to the Transition Services Agreement and the Master Collaborative Agreement entered into between the Parties, (ii) as Required by Law, or (iii) for data aggregation services for the Health Care Operations of the Covered Entity. Business Associate agrees not to Use or Disclose, or permit the Use or Disclosure of, PHI in a manner that would violate the HIPAA Requirements if the PHI were Used or Disclosed by Covered Entity in the same manner, except that Business Associate may Use and Disclose PHI as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that with respect to any such Disclosure either: (a) the Disclosure is Required by Law; (b) Business Associate obtains a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and shall not Use and further Disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached; Disclosures are Required by Law, or (c) Business Associate (i) obtains reasonable assurances from any third party to whom the information is Disclosed that it will be held confidential and further Used and Disclosed only as Required by Law or for the purpose for which it was Disclosed to the third party; and (ii) requires the third party to agree to notify Business Associate within three (3) business days of any instances of which it is aware that PHI is being access, Used, or Disclosed for other than the purposes for which it was Disclosed to such third party. Business Associate is not authorized to Use the PHI to create de-identified PHI, except with the prior written approval of Covered Entity. Business Associate shall ensure that all Disclosures of PHI by Business Associate and any third party described in this Section 2 comply with the principle of Minimum Necessary Use and Disclosure, *i.e.*, only the minimum amount of PHI that is necessary to accomplish the intended purpose may be Disclosed, in accordance with 42 U.S.C. § 17935(b) and 45 C.F.R. § 164.502(b)(1) and any other guidance issued thereunder.
- 3 **Subcontractors.** Business Associate shall require all Subcontractors that create, maintain, receive, or transmit PHI on behalf of Business Associate to execute a Business Associate Agreement that imposes on such Subcontractors the same restrictions, conditions, and requirements that apply through this BAA to Business Associate with respect to PHI.
- 4 **Access to and Amendment of PHI.** Business Associate maintains a Designated Record Set on behalf of Covered Entity, and therefore Business Associate shall provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 C.F.R. §164.524, as it may be amended from time to time. If Business Associate maintains PHI in an Designated Record Set electronically, Business Associate shall provide such information in the electronic form and format requested by Covered Entity if it is readily reproducible in such form and format, and, if not, in such other form and format agreed to by Covered Entity to enable Covered Entity to fulfill its

{D0482823.DOC / 1 }

obligations under 45 C.F.R. § 164.524(c)(2). Furthermore, Business Associate shall amend PHI maintained by Business Associate as requested by Covered Entity pursuant to 45 C.F.R. § 164.526. Business Associate shall respond to any request from Covered Entity for access by an individual within fifteen (15) days of such request and shall make any amendment requested by Covered Entity within thirty (30) days of such request. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for responding to requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

- 5 **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of Disclosures of PHI with respect to the individual in accordance with 45 C.F.R. § 164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law.
- 6 **Withdrawal of Authorization.** If a Use or Disclosure of PHI is based upon an individual's specific authorization for the Use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the Use and Disclosure of any such individual's PHI except to the extent it has relied on such Use or Disclosure, or where an exception under the HIPAA Requirements expressly applies.
- 7 **Compliance with the Privacy Standards.** To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Standards, Business Associate must comply with the requirements of the Privacy Standards that apply to the Covered Entity in the performance of such obligations.
- 8 **Records and Audit.** Business Associate shall make available to HHS or its agents, its internal practices, books, and records relating to the Use and Disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the HIPAA Requirements or any other health oversight agency, in a time and manner designated by HHS. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity within five (5) business days upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI. In addition, Business Associate agrees that Covered Entity shall have the right to audit and monitor all applicable activities and records of Business Associate to determine Business Associate's compliance with the HIPAA Requirements and shall promptly make available to Covered Entity such books, records, or other information relating to the Use and Disclosure of PHI provided, created, received, maintained or transmitted by Business Associate on behalf of Covered Entity for such purpose.
- 9 **Implementation of Security Regulations.** Business Associate will implement and maintain appropriate safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate will comply with the Security Regulations with respect to EPHI to prevent the Use or Disclosure of PHI other than as expressly permitted under this BAA. Furthermore, Business

Associate will use HIPAA-compliant and commercially reasonable efforts to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology (“NIST”) concerning the protection of identifiable data such as PHI.

## **10 Reporting and Data Breach Notification.**

- 10.1 Reporting Non-permitted Uses or Disclosures of PHI and Security Incidents.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any Breach of Unsecured PHI (hereinafter a “HIPAA Breach”), and to comply with the Shared Systems Policies and Procedures. Business Associate will notify Covered Entity in writing of each Security Incident or Use or Disclosure of PHI not specifically permitted by this BAA without undue delay and in no event later than three (3) business days after becoming aware of such Security Incident or non-permitted Use or Disclosure. Notwithstanding the foregoing, Business Associate and Covered Entity acknowledge the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that are trivial in nature, such as pings and port scans, and Covered Entity acknowledges and agrees that no additional notification to Covered Entity of such unsuccessful Security Incidents is required. However, to the extent that Business Associate becomes aware of an unusually high number of such unsuccessful Security Incidents due to the repeated acts of a single party, Business Associate shall notify Covered Entity of these attempts and provide the name, if available, of said party. Business Associate shall take prompt corrective action and any action required by applicable state or federal laws and regulations relating to such disclosure. Business Associate shall investigate each Security Incident or unauthorized Use or Disclosure of Covered Entity’s PHI that it discovers to determine whether it constitutes a HIPAA Breach in compliance with the Shared Systems Policies and Procedures. Business Associate shall document and retain records of its investigation of any actual or suspected HIPAA Breach, including its reports to Covered Entity under Section 10.2 below. The Parties acknowledge and agree that 45 C.F.R. § 164.404 governs the determination of the date of discovery of a HIPAA Breach for Business Associate. In the event of any conflict between this Section 10.1, the Shared Systems Policies and Procedures and the HIPAA Requirements, the more stringent requirements shall govern.
- 10.2 Reporting of Breach of Unsecured PHI.** Business Associate will provide a written report to Covered Entity without unreasonable delay but in no event later than fifteen (15) calendar days after discovery of the actual or suspected HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. § 164.412 concerning law enforcement investigations. If it is determined by mutual agreement of both parties that the Security Incident of non-permitted Use or Disclosure constitutes a HIPAA Breach, Business Associate and Covered Entity shall follow the standards under the Breach Notification Regulations and the Shared Systems Policies and Procedures so that Covered Entity is provided with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.*
- 10.3 Notification of Breach of Unsecured PHI.** In compliance with the Shared Systems Policies and Procedures, Business Associate will cooperate with Covered Entity in meeting Covered Entity’s obligations with respect to such a HIPAA Breach.
- 10.4 Data Breach Notification and Other Similar Laws.** In addition to the requirements of Section 10.1 and Section 10.2 of this BAA and any other requirements set forth in the Transition Services Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under Louisiana's database security breach notification law at Louisiana Revised Statutes 51:3071 *et seq.* (“State

Breach”) to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed or otherwise acquired by an unauthorized individual in violation of the State database breach notification law, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by the Louisiana Attorney General (or his respective agents); and (iii) assist with the implementation of any decision by Covered Entity or any State agency, including the Louisiana Attorney General (or his respective agents), or made by Covered Entity pursuant to the Shared Systems Policies and Procedures to notify individuals impacted or potentially impacted by a State Breach.

- 11 **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate and is the result of a Use or Disclosure of PHI by Business Associate that is not permitted in this BAA.
- 12 **Covered Entity Obligations.** Covered Entity will not ask Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Requirements and applicable state laws if undertaken by Covered Entity. Covered Entity will take reasonable steps to ensure on a continuing basis that all Disclosures of PHI made to Business Associate are permissible under the HIPAA Requirements, state laws, and the Shared Systems Policies and Procedures, and are not subject to restrictions that would make the Disclosure of an Individual’s PHI to Business Associate impermissible. Covered Entity will notify Business Associate of any specific or general restrictions on the Use or Disclosure of PHI submitted to Business Associate that Covered Entity has agreed to in accordance with 45 CFR 164.522, if such restrictions affect Business Associate’s permitted or required Uses or Disclosures.
- 13 **Indemnification.** Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against any third-party claims resulting in direct losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys’ fees actually incurred) (collectively, “Information Disclosure Claims”) arising from or related to the following occurrences as a result of Business Associate’s breach of its obligations herein: (i) the use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this BAA or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach and/or State Breach of Individually Identifiable Information for which Business Associate is responsible. If Business Associate assumes the defense of an Information Disclosure Claim against Covered Entity, Covered Entity shall have the right, at its expense, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity.

Covered Entity agrees to indemnify and hold harmless Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against any Information Disclosure Claims arising from or related to the following occurrences as a result of Covered Entity’s breach of its obligations herein: (i) the submission of Individually Identifiable Information (including PHI) to Business Associate in violation of the terms of the HIPAA Compliance Agreement of this BAA or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach and/or State Breach of Individually Identifiable Information for which Business Associate is responsible. If Covered Entity assumes the defense of an Information Disclosure Claim against Business Associate, Business Associate shall have the right, at its expense, to participate in the defense of such

Information Disclosure Claim. Covered Entity shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate.

Under no circumstances, however, will either Party be liable to the other for any indirect or consequential damages of any kind, including lost profits (whether or not the Parties have been advised of such loss or damage) arising in any way in connection with this Agreement.

#### **14 Term and Termination.**

**14.1 Term.** Subject to Section 14.2, the term of this BAA shall be the term of the Transition Services Agreement.

**14.2 Termination for Cause.** In addition to and notwithstanding the termination provisions set forth in the Transition Services Agreement, upon Covered Entity's knowledge of a material breach or violation of this BAA by Business Associate, Covered Entity shall either: (a) notify Business Associate of the breach in writing, and provide an opportunity for Business Associate to cure the breach or end the violation within thirty (30) calendar days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period to the satisfaction of Covered Entity, Covered Entity may immediately terminate this BAA upon thirty (30) calendar days written notice to Business Associate; or (b) upon thirty (30) calendar days written notice to Business Associate, immediately terminate this BAA if Covered Entity determines that such breach cannot be cured. Termination of this BAA for either of the two reasons set forth in this Section 14.2 shall be cause for Covered Entity to immediately terminate for cause the Transition Services Agreement pursuant to which Business Associate is entitled to create, receive, maintain, or transmit PHI for or on behalf of Covered Entity.

**14.3 Return or Destruction of PHI.** Upon termination of this BAA for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. If Covered Entity and Business Associate mutually agreed that return or destruction of PHI is not feasible, then Business Associate shall (a) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities; (b) return to Covered Entity the remaining PHI that the Business Associate still maintains in any form; (c) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains the PHI; (d) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible and subject to the same conditions set out in this BAA that applied prior to termination, for so long as Business Associate maintains such PHI, and (e) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities. Business Associate 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.

**15 Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this BAA, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall

{D0482823.DOC / 1 }



give Covered Entity the right to terminate this BAA immediately for cause.

**16 State Privacy Laws.** Business Associate shall comply with Louisiana state laws governing the privacy and security of Individually Identifiable Information, including Personal Information and PHI, to the extent that such State privacy laws are not preempted by the HIPAA Requirements.

**17 Miscellaneous.**

**17.1 Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this BAA shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent (1) by personal delivery; (2) by electronic mail or facsimile with confirmation sent by certified or registered U.S. mail, return receipt requested; (3) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

To LSU: Health Care Services Division  
Attn: Chief Executive Officer  
P. O. Box 91308  
Baton Rouge, LA 70821-1308

With a copy to: Taylor Porter Brooks & Phillips, LLP  
P. O. Box 2471  
Baton Rouge, LA 70821-2471  
Attn: Health Care Partner

To SLHA: Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Hospital  
1701 Oak Park Boulevard  
Lake Charles, LA 70601  
Attention: President and CEO

With a copy to: Baker Donelson Bearman Caldwell & Berkowitz, PC  
Chase North Tower  
450 Laurel Street, 20th Floor  
Baton Rouge, LA 70801  
Attention: Dickie Patterson, Esq

**17.2 Equitable Relief.** Business Associate understands and acknowledges that any Disclosure or misappropriation of any PHI in violation of this BAA will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further Disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

**17.3 Survival.** The respective rights and obligations of the Parties under Sections 5, 8, 10, 11, 13, 14, 16, and 17, shall survive termination of this BAA.

**17.4 Amendment to Comply with Law.** The Parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the BAA may be required

to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the HIPAA Requirements, and other applicable state and federal laws and regulations relating to the security or confidentiality of PHI or Individually Identifiable Information. Upon the compliance date of any such applicable laws and regulations, this BAA shall automatically be amended such that this BAA remains in compliance with such laws and regulations.

- 17.5 No Third-Party Beneficiaries.** Nothing express or implied in the Transition Services Agreement, HIPAA Compliance Agreement, Master Collaborative Agreement, or BAA is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 17.6 Interpretation.** This BAA and the Transition Services Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA Requirements. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Requirements.
- 17.7 Conflicts.** Notwithstanding any of the foregoing, to the extent that any provisions of this BAA conflict with the provisions of the Transition Services Agreement, HIPAA Compliance Agreement, or Master Collaborative Agreement, the BAA shall control.
- 17.8 Regulatory References.** A reference in this Exhibit to a section of regulations means the section as in effect or as amended, and for which compliance is required.


**[Signature Page to Follow]**

**BUSINESS ASSOCIATE AGREEMENT**

THUS DONE AND SIGNED as of the Effective Date.

**SOUTHWEST LOUISIANA HOSPITAL  
ASSOCIATION**

**BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL  
COLLEGE**

By:   
Name: Charles P. Whitson  
Title: CFO

By: \_\_\_\_\_  
William L. Jenkins, Interim President of  
Louisiana State University System

Date: 6/23/2013

Date: \_\_\_\_\_

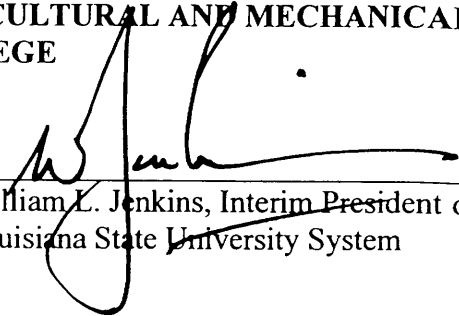
**BUSINESS ASSOCIATE AGREEMENT**

THUS DONE AND SIGNED as of the Effective Date.

**SOUTHWEST LOUISIANA HOSPITAL  
ASSOCIATION**

**BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL  
COLLEGE**

By: \_\_\_\_\_

By:   
\_\_\_\_\_  
William L. Jenkins, Interim President of  
Louisiana State University System

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT F**

**HIPAA COMPLIANCE AGREEMENT**

## EXHIBIT F TO MASTER IT TRANSITION SERVICES AGREEMENT

### AGREEMENT FOR HIPAA COMPLIANCE

This Agreement for HIPAA Compliance (“*Agreement*”) is entered into as of the \_\_\_ day of July, 2013, (the “*Effective Date*”) by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“*LSU*”), a public constitutional corporation organized under the laws of the State of Louisiana, acting through its Health Care Services Division (“*HCS*”) and on behalf of the LSU Hospitals listed in Attachment A hereto, LSU Health Science Center Shreveport (“*LSUHSC-SHV*”), and LSU Health Science Center New Orleans (“*LSUHSC-NO*”); and the LSU Health Hospital Partners listed in Attachment B hereto (the LSU Health Partners are referred to collectively herein as “*the Partner Hospitals*” and each a “*Partner Hospital*”).” HCS, LSUHSC-SHV, and LSUHSC-NO are collectively referred to herein as “*LSU Academic and Administration Entities*” (*LAAE*). LSU Hospitals, and the Partner Hospitals are collectively referred to herein as “*the Hospitals*.” The parties hereto may be collectively referred to herein as the “*Parties*,” or each a “*Party*.”

### RECITALS

A. LAAE operates a health care system (the “*LSU Health Care System*”) that includes nine (9) hospitals. As of the Effective Date, four (4) of these hospitals shall disaffiliate from the LSU Health Care System and shall no longer be part of such system (the “*Disaffiliation*”) pursuant to Cooperative Endeavor Agreements respectively executed amongst various Parties. Each of these disaffiliated hospitals shall become Partner Hospitals as of the Effective Date.

B. The LSU Hospitals and the Partner Hospitals currently share a common electronic health record system (the “*Shared EHR System*”) provided by EPIC. The Partner Hospitals also share access to common electronic records through certain other patient care software systems listed in Attachment C hereto (the “*Other Shared Software Systems*”). The Shared EHR System and the Other Shared Software Systems are referred to herein collectively as the (“*Shared Systems*.”) These Shared Systems store or maintain Protected Health Information (“*PHI*”), as defined in the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder (“*HIPAA*” or “*HIPAA regulations*”), and some of this PHI cannot be segregated by hospital.

C. During a transition period (“*Transition Period*”) defined in the Master IT Transition Services Agreements already executed or to be executed amongst the various Parties dated June 24, 2013 (“*TSA*”), LAAE will essentially operate as a Health Information Organization (as referenced in the HIPAA regulations) by maintaining and operating the Shared Systems in accordance with the Master IT Transition Services Agreements and provide for secure electronic access to PHI in common electronic records between the Hospitals as outlined in this Agreement. LAAE and the Hospitals will engage in best efforts to segregate by hospital any PHI in Shared Systems that can be segregated where practicable, including segregating records physically.

D. Upon completion of the Disaffiliation, the Partner Hospitals will no longer be managed by the LSU Health Care System; however, the LSU Hospitals, LA AE, and the Partner Hospitals shall continue to utilize the Shared Systems to host certain electronic records that are in their custody and control of the Partner Hospitals, in accordance with the TSA.

E. Pursuant to HIPAA, the Hospitals, as Covered Entities under HIPAA, and LA AE as a Business Associate (as defined by HIPAA), are each responsible for implementing reasonable administrative, physical and technical safeguards to protect their PHI from unauthorized disclosure, use or access in compliance with HIPAA and the Access to Shared EHR System and Other Shared Software Systems Policies and Procedures set forth in Attachment D (“the Shared Systems Policies and Procedures”). The purpose of this Agreement is to help implement such safeguards by establishing a mechanism for prohibiting and preventing unauthorized personnel affiliated with one or more of the Hospitals from accessing the PHI that is in the “custody and control” (as defined by the TSA) of the other Hospitals that have access to the Shared Systems (“Other Hospital PHI”), except as specifically permitted by law and the policies of the other Hospitals.

NOW THEREFORE, in consideration of their mutual promises, LSU (acting on behalf of itself, the LSU Hospitals, HCSD, LSUHCS-SHV, and LSUHSC-NO) and the Partner Hospitals hereby agree as follows:

### **AGREEMENT**

1. During the Transition Period and for as long as each of the Hospitals has access to Shared Systems, LSU, LA AE, and each of the Hospitals shall prohibit their workforce members, Business Associates, medical staff members and any other affiliated personnel who have access to the Shared Systems (“EHR Users”) from accessing the PHI of the other Hospitals, in accordance with the Master IT Transition Services Agreement, except as specifically permitted by this Agreement, the applicable Shared Systems Policies and Procedures, as defined in Section 5 below, the HIPAA regulations, and other applicable law. Any Hospital may terminate its participation in this Agreement upon termination or expiration of its participation as a signatory to the TSA or on notice to the other parties in the event that it no longer requires access to any of the databases in the Shared Systems. Termination or expiration of a party’s participation under this Agreement will not relieve it or any other party of any rights or obligations accruing prior to such termination of participation under this Agreement.

2. As soon as possible, but no later than thirty (30) calendar days after the Effective Date, each Hospital and LA AE as a Business Associate shall secure a signed written confidentiality agreement from all existing EHR Users (whether individuals or entities) requiring each such EHR User (and, if applicable, all of the EHR User’s workforce members who are authorized users) to comply with HIPAA and all other applicable laws governing Other Hospital PHI, and the applicable Shared Systems Policies and Procedures defined in Section 5 herein (a “EHR User Shared System Confidentiality Agreement” or “EHR User Confidentiality Agreement”). Prior to authorizing access to the Shared Systems for a new EHR User who becomes affiliated with a Hospital, such Hospital shall secure a signed EHR User Confidentiality Agreement from such new EHR User and, if applicable, all of its workforce members with access to the Shared Systems. Without limiting the generality of the foregoing, the EHR User

Confidentiality Agreement entered into by all EHR Users shall prohibit such EHR Users from accessing, using or disclosing Other Hospital PHI except for a Permitted Purpose, as set forth in the EHR User Confidentiality Agreement. The EHR User Confidentiality Agreement shall be substantially in the form attached hereto as Attachment E.

3. Notwithstanding Section 2, the EHR User Confidentiality Agreement shall permit EHR Users to access, utilize or disclose the PHI of patients of other Hospitals in the Shared Systems solely for the Permitted Uses, as set out in the EHR User Confidentiality Agreement.

4. As soon as possible, but no later than thirty (30) calendar days after its disaffiliation from LSU, to the extent that a Hospital or LAEE contracts with or is otherwise affiliated with any healthcare provider, organization, individual, or entity that is not an employee, medical staff, or other workforce member of the Hospital or LAEE (“External Affiliate”), including a Business Associate (or Business Associate Subcontractor) or other affiliated user who requires access to the Shared Systems to perform its duties (“Authorized User”), Hospital or LAEE shall enter into an External Affiliate Shared System Confidentiality Agreement (“External Affiliate Confidentiality Agreement”) with such External Affiliate, which shall be substantially in the form of the sample agreements attached hereto as Attachment F. Such External Affiliate Confidentiality Agreement shall require the External Affiliate to obtain EHR User Confidentiality Agreements from its Authorized Users (and, if applicable, all workforce members of the Authorized Users), and to abide by the terms and conditions of the External Affiliate Confidentiality Agreement. At its expense, the External Affiliate Confidentiality Agreement shall require the External Affiliate to defend, indemnify, and hold harmless LSU (including HCSD, LSUHC-SHV, LSUHCS-NO, and the LSU Hospitals), and the Partner Hospitals and their respective directors, officers, agents, employees, members, subsidiaries and successors in interest from and against any claim, action, proceeding, liability, loss, damage, penalty, cost, or expense, including, without limitation, attorneys’ fees, experts’ fees and court costs arising out of or relating to any breach (a) by the External Affiliate of this Agreement (including but not limited to any violation of HIPAA relating to this Agreement) or (b) by its EHR Users’ of the EHR User Confidentiality Agreement (including but not limited to any violation of HIPAA relating to this Agreement).

5. Each Hospital, and LAEE agree that they shall implement policies and procedures to authorize access by workforce members, Business Associates (as defined by HIPAA), medical staff members and any other affiliated personnel of other Hospitals that contain the same conditions and requirements as the Shared Systems Policies and Procedures included as Attachment D that apply to the arrangement. Further, each Hospital and LAEE, shall, in accordance with such Shared Systems Policies and Procedures, train and monitor and audit, on an ongoing basis, the activities of its own EHR Users and monitor and audit EHR Users from other Hospitals in accessing PHI of the patients of such Hospital to assure compliance with the EHR User Confidentiality Agreements and the applicable Shared Systems Policies and Procedures. Each Hospital shall include language in its Notice of Privacy Practices (as defined by HIPAA) that informs patients of the access, use, and disclosure of PHI through the Shared Systems as set forth in the Policies and Procedures.

6. In the event a Hospital or LAEE or any of its EHR Users discovers a violation or suspected violation of any EHR User’s Confidentiality Agreement, or any unauthorized access,



use or disclosure of PHI in violation of the Shared Systems Policies and Procedures, EHR User Confidentiality Agreement, Business Associate Agreement, HIPAA or other applicable law, including but not limited to, a Breach of any Hospital's Unsecured PHI as defined in 45 C.F.R. 164.402, such Hospital, or LAEE as the case may be shall notify any other affected Hospital and LAEE within forty-eight (48) hours of such discovery. Such notification shall comply with the requirements under 45 C.F.R. Subpart D and with the Breach notification policy of the Hospital where such Breach or suspected Breach occurred. Breach investigation and reporting shall be in compliance with the applicable Shared Systems Policies and Procedures, Business Associate Agreement, and the HIPAA regulations.

7. Upon disaffiliation of any of the LSU Hospitals after the Effective Date, LAEE shall require such Hospitals to comply with all of the terms and conditions of this Agreement prior to giving those Hospitals access to any of the other Hospital's PHI.

8. In the event a Hospital contracts with a third party to assume some or all of its operations (including leasing one or more of its facilities to a private third party) (each such third party, a "*Hospital Operations Partner*"), such Hospital shall require its Hospital Operations Partner to enter into and agree to be bound by this Agreement prior to giving the Hospital Operations Partner access to any of the other Hospital's PHI. Such Hospital shall be responsible for its Hospital Operations Partner's compliance or noncompliance with this Agreement.

9. LSU and each Partner Hospital agrees to defend, indemnify, and hold harmless each other, and their respective directors, officers, agents, employees, members, subsidiaries and successors in interest from and against any claim, action, proceeding, liability, loss, damage, penalty, cost, or expense, including, without limitation, attorneys' fees, experts' fees and court costs arising out of or relating to any breach (a) of this Agreement (including but not limited to any violation of HIPAA relating to this Agreement), or (b) by its External Affiliates of the External Affiliate Confidentiality Agreement or its EHR Users of the EHR User Confidentiality Agreement (including but not limited to any violation of HIPAA relating to this Agreement for which its External Affiliates or EHR Users are responsible).

10. LAEE and each of the Hospitals, their workforce members, and their External Affiliates, will comply with the federal and state laws and regulations applicable to this Agreement and their access to PHI in the Shared Systems, including without limitation HIPAA. LAEE and each of the Hospitals, their workforce members, and their External Affiliates, will maintain the confidentiality and security of PHI in the Shared Systems as required by federal and state law and the Policies and Procedures.

11. In operating the Shared Systems, LAEE will be acting as a Business Associate of each of the Hospitals. As such, LAEE and the Hospitals activities under this Agreement will be subject to the Business Associate Agreement set forth in Attachment G, which has also been executed as Exhibit E of the Master IT Transition Services Agreements.

12. Notwithstanding any of the foregoing, to the extent that any provisions of this Agreement conflict with the provisions of the Business Associate Agreement, the Business Associate Agreement shall control.

13. Nothing express or implied in this Agreement shall confer upon any person, other than the parties to this Agreement and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

14. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. No failure by LSU, LAEE, or any Hospital to take action on account of any default by any other will constitute a waiver of any such default or of the performance required of the other. If any term or provision of this Agreement is declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such term or provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. This Agreement shall be construed, governed, interpreted and applied according to United States and Louisiana law (disregarding choice of law provisions). This Agreement may not be modified or assigned by any Party without the prior written consent of the non-assigning Party or Parties.

**[Signature Page to Follow]**

**EXHIBIT F TO MASTER IT TRANSITION SERVICES AGREEMENT**

**AGREEMENT FOR HIPAA COMPLIANCE**

THUS DONE AND SIGNED as of the Effective Date.

**SOUTHERN REGIONAL MEDICAL CORPORATION**

**BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL  
COLLEGE**

By: \_\_\_\_\_

By: F. King Alexander  
Dr. F. King Alexander, President of  
Louisiana State University System

Date: \_\_\_\_\_

Date: 7/9/13


**EXHIBIT F TO MASTER IT TRANSITION SERVICES AGREEMENT**

**AGREEMENT FOR HIPAA COMPLIANCE**

THUS DONE AND SIGNED as of the Effective Date.

**SOUTHERN REGIONAL MEDICAL CORPORATION**

**BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL  
COLLEGE**

By:   
Phyllis Peoples  
President & CEO

By: \_\_\_\_\_  
Dr. F. King Alexander, President of  
Louisiana State University System

Date: July 11, 2013

Date: \_\_\_\_\_

**EXHIBIT F TO MASTER IT TRANSITION SERVICES AGREEMENT**

**AGREEMENT FOR HIPAA COMPLIANCE**

THUS DONE AND SIGNED as of the Effective Date.

**UNIVERSITY HOSPITAL & CLINICS, INC.**      **BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL  
COLLEGE**

By: \_\_\_\_\_

By: F. King Alexander  
Dr. F. King Alexander, President of  
Louisiana State University System

Date: \_\_\_\_\_

Date: 7/9/13


**EXHIBIT F TO MASTER IT TRANSITION SERVICES AGREEMENT**

**AGREEMENT FOR HIPAA COMPLIANCE**

THUS DONE AND SIGNED as of the Effective Date.

**UNIVERSITY HOSPITAL & CLINICS, INC.**

**BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL  
COLLEGE**

By:   
\_\_\_\_\_

By: \_\_\_\_\_  
Dr. F. King Alexander, President of  
Louisiana State University System

Date: 7.14.13

Date: \_\_\_\_\_

**EXHIBIT F TO MASTER IT TRANSITION SERVICES AGREEMENT**

**AGREEMENT FOR HIPAA COMPLIANCE**

THUS DONE AND SIGNED as of the Effective Date.

**SOUTHWEST LOUISIANA HOSPITAL  
ASSOCIATION**

**BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL  
COLLEGE**

By: \_\_\_\_\_

By: F. King Alexander  
Dr. F. King Alexander, President of  
Louisiana State University System

Date: \_\_\_\_\_

Date: 7/9/13

**EXHIBIT F TO MASTER IT TRANSITION SERVICES AGREEMENT**  
**AGREEMENT FOR HIPAA COMPLIANCE**

THUS DONE AND SIGNED as of the Effective Date.

**SOUTHWEST LOUISIANA HOSPITAL  
ASSOCIATION**

**BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL  
COLLEGE**

By: 

By: \_\_\_\_\_  
Dr. F. King Alexander, President of  
Louisiana State University System

Date: 7-8-13

Date: \_\_\_\_\_



**EXHIBIT F TO MASTER IT TRANSITION SERVICES AGREEMENT**

**AGREEMENT FOR HIPAA COMPLIANCE**

THUS DONE AND SIGNED as of the Effective Date.

**UNIVERSITY MEDICAL CENTER  
MANAGEMENT CORPORATION**

**BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL  
COLLEGE**

By: \_\_\_\_\_

By: *F. King Alexander*  
Dr. F. King Alexander, President of  
Louisiana State University System

Date: \_\_\_\_\_

Date: 7/9/13

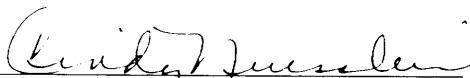
**EXHIBIT F TO MASTER IT TRANSITION SERVICES AGREEMENT**

**AGREEMENT FOR HIPAA COMPLIANCE**

THUS DONE AND SIGNED as of the Effective Date.

**UNIVERSITY MEDICAL CENTER  
MANAGEMENT CORPORATION**

**BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL  
COLLEGE**

By:   
Cindy Nueßlein,  
Chief Executive Officer

By: \_\_\_\_\_  
Dr. F. King Alexander, President of  
Louisiana State University System

Date: 7/16/13

Date: \_\_\_\_\_

**ATTACHMENT A**

**LSU HOSPITALS**

1. Washington-St. Tammany Medical Center d/b/a Bogalusa Medical Center
2. Lallie Kemp Regional Medical Center
3. E. A. Conway Medical Center
4. University Medical Center at Shreveport
5. Huey P. Long Medical Center in Pineville

## **ATTACHMENT B**

### **PARTNER HOSPITALS**

1. Southern Regional Medical Corporation on behalf of the hospital currently known as Leonard J. Chabert Medical Center
2. University Hospital and Clinics Inc. on behalf of the hospital currently known as University Medical Center at Lafayette
3. Southwest Louisiana Hospital Association on behalf of the outpatient clinics associated with W.O. Moss Regional Medical Center
4. University Medical Center Management Corporation on behalf of the hospital currently known as Charity Hospital and Medical Center of Louisiana at New Orleans d/b/a Interim LSU Hospital

**ATTACHMENT C**

**OTHER SHARED SOFTWARE SYSTEMS**

<b>Name</b>	<b>Description</b>
EPIC	-Epic electronic health record
RIS-PACS (GE HEALTHCARE )	-GE Radiology Information System -PACS Radiology Imaging System
CLIQ	-In-house developed clinical inquiry system -results reporting system -medical reconciliation system
Care Fusion	-Pyxis drug dispensing system -Alaris infusion pumps
McKesson Pharmacy Maintenance (Horizon Meds Manager)	-Inpatient Pharmacy System
Siemens	-Siemens Invision Software and Support -Siemens Unity Software and Support -Siemens document imaging -Siemens Openlink Interface Engine
Sunquest	-General laboratory -Blood bank -Microbiology -Anatomical pathology
MAS	- RALS Point of Care System

**ATTACHMENT D**

**ACCESS TO SHARED EHR SYSTEM SOFTWARE AND OTHER SHARED  
SOFTWARE SYSTEMS POLICIES AND PROCEDURES**

**LSU HEALTH  
BATON ROUGE, LA**

POLICY NUMBER:

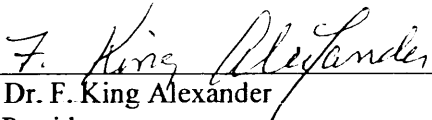
CATEGORY:

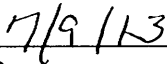
CONTENT: Access to Shared EHR System and Other Shared Software Systems by LSU Hospitals, Medical Centers, Partner Hospitals, and External Affiliates Policies and Procedures (“Shared System Policies and Procedures” or “Policies and Procedures”)

EFFECTIVE DATE: \_\_\_\_\_, 2013

REVISED  
REVIEWED

INQUIRIES TO: **LSU Health Communication and Coordination of Information Sharing**

  
By: Dr. F. King Alexander  
Title: President  
Louisiana State University System

  
Date

\_\_\_\_\_  
By:  
Title  
University Medical Center Management Corporation

\_\_\_\_\_  
Date

\_\_\_\_\_  
By:  
Title  
Southwest Louisiana Hospital Association

\_\_\_\_\_  
Date

**LSU HEALTH  
BATON ROUGE, LA**

POLICY NUMBER:

CATEGORY:

CONTENT: Access to Shared EHR System and Other Shared Software Systems by LSU Hospitals, Medical Centers, Partner Hospitals, and External Affiliates Policies and Procedures (“Shared System Policies and Procedures” or “Policies and Procedures”)

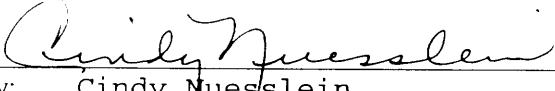
EFFECTIVE DATE: \_\_\_\_\_, 2013

REVISED  
REVIEWED

INQUIRIES TO: **LSU Health Communication and Coordination of Information Sharing**

\_\_\_\_\_  
By: Dr. F. King Alexander  
Title: President  
Louisiana State University System

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
By: Cindy Muesselein  
Title: Chief Executive Officer  
University Medical Center Management  
Corporation

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
By:  
Title  
Southwest Louisiana Hospital Association

\_\_\_\_\_  
Date



LSU HEALTH  
BATON ROUGE, LA

POLICY NUMBER:

CATEGORY:

CONTENT: Access to Shared EHR System and Other Shared Software Systems by LSU Hospitals, Medical Centers, Partner Hospitals, and External Affiliates Policies and Procedures ("Shared System Policies and Procedures" or "Policies and Procedures")

EFFECTIVE DATE: \_\_\_\_\_, 2013

REVISED  
REVIEWED

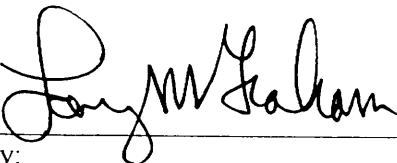
INQUIRIES TO: **LSU Health Communication and Coordination of Information Sharing**

\_\_\_\_\_  
By: Dr. F. King Alexander  
Title: President  
Louisiana State University System

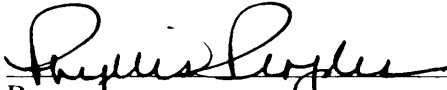
\_\_\_\_\_  
Date

\_\_\_\_\_  
By:  
Title  
University Medical Center Management Corporation

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
By: *President / CEO*  
Title *President / CEO*  
Southwest Louisiana Hospital Association

*7-8-13*  
\_\_\_\_\_  
Date



By: Phyllis Peoples  
Title: President & CEO  
Southern Regional Medical Corporation

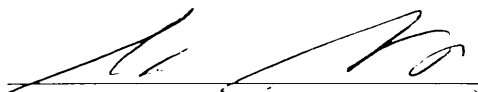
July 11, 2013  
Date

By:  
Title:  
University Hospital & Clinics, Inc.

Date

\_\_\_\_\_  
By:  
Title:  
Southern Regional Medical Corporation

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
By: *Gordon E. R. ...*  
Title: *SVP & General Counsel*  
University Hospital & Clinics, Inc.

*7-17-13*  
\_\_\_\_\_  
Date

## I. Definitions

EHR Users – Employees, medical staff, and other workforce members of LSU Health Hospitals or an External Affiliate who have access to ePHI in the Shared Systems or external affiliate.

Electronic Health Records or EHR – Refers to patient health and other information from treatment encounters with LSU Health Hospitals contained in any one of several electronic databases, including but not limited to EPIC, CLIQ, Siemens, Intellidot, RIS-PACS, Document Imaging, and other similar systems, which are included in the Shared Systems (defined below).

ePHI – Electronic Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations (“HIPAA” or “HIPAA regulations”). Any data maintained in the Electronic Health Records or electronic data bases that contain patient identifiers as defined by HIPAA.

External Affiliates – Any healthcare provider, organization, individual, or entity that is not an employee, medical staff, or other workforce member of a LSU Health Hospital or LAEE, but needs access to the Shared Systems as part of the services it provides for a patient or an LSU Health Hospital. This access must be necessary to perform treatment, payment, or healthcare operations, or other business associate functions on behalf of a LSU Health Hospital or LAEE; to respond to an authorization to release record as a treatment partner of such hospitals; to provide care or disease monitoring of LSU Health patients; and for other purposes permitted by HIPAA (such as public health monitoring or research), including the performance of functions as required by law (such as public health monitoring or reporting) (“Permitted Purposes”).

Grantee Hospital – The LSU Health Hospital that is seeking access to EHR from another LSU Health Hospital (i.e., a “Grantor Hospital”).

Grantor Hospital – The LSU Health Hospital that owns or has custody of EHR and to which access from an EHR User at another LSU Health Hospital is requesting access.

HIPAA or HIPAA regulations- The privacy regulations in 45 C.F.R. Parts 160 and 164, Subparts A and E, (“Privacy Regulations”) the security regulations in 45 C.F.R. Parts 160 and 164, Subparts A and C, (“Security Regulations”) and the Breach Notification Regulations in 45 C.F.R. Parts 160 and 164, Subparts A and D, which were promulgated by the Secretary of the U.S. Department of Health and Human Services (“HHS”) under the Health Insurance Portability and Accountability Act of 1996 as amended and supplemented by the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations and guidance, all as amended from time to time.

IT Department – The Information Technology Department at HCSD, LSUHSC-NO and/or LSUHCS-SHV or an LSU Health Hospital, or Partner, which will include the LSU Pelican project and staff, as well as the CLIQ informatics staff.

LSU Academic and Administration Entities (“LAAE”) – The collective term for HCSD, LSUHSC-NO, and LSUHCS-SHV in their role as administrators of the Shared Systems.

LSU Health – The entities participating in the Shared Systems (as defined below), including: LSU Hospitals, LSU Health Hospital Partners, LSU Healthcare Services Division (“HCSD”), LSU Health Science Center Shreveport (“LSUHCS-SHV”) and New Orleans (“LSUHSC-NO”).

LSU Health Communication and Coordination of Information Sharing Committee (“CCIS”) – A communicating and coordinating committee comprised of representatives from each of the LSU Health Hospitals, including one member from each LAAE. The members will bring issues concerning the sharing of ePHI to the group. The CCIS will maintain all forms, distribute updated documents, assist with audit reporting, maintain the [www.lsuhealth.org](http://www.lsuhealth.org) web site, maintain the Partner and External Affiliate list as well as the ePHI system list, work with the IT teams within each LSU Health Hospital on technical issues and firewalling of systems, and function as a work group for conflict resolution. This committee, which will operate on a consensus basis, is also responsible for making and communicating changes and updates in these Policies and Procedures to all LSU Health Hospitals and External Affiliates. Among other things, the CCIS will be responsible for determining exceptions to these Policies and Procedures (e.g., for EHR User and External Affiliate requirements), defining and cataloging the electronic databases included in the Shared Systems, and identifying the extent to which those databases in the Shared Systems can be segregated so the PHI in those databases is not accessible to other Hospitals. For these purposes, consensus means at least a two-thirds majority vote in favor of any formal action. The membership of the CCIS will consist of one representative of each LSU Health Hospital and one representative from HCSD, LSUHC-SHV and LSUHC-NO, respectively.

LSU Health Hospital(s) – Refers to hospitals in LSU Health; i.e., LSU Hospitals and Partner Hospitals (each referred to individually as a “Hospital” and collectively referred to as “Hospitals”). One or more of these Hospitals may be operating as a hospital-based outpatient clinic.

LSU Health Hospital Partner – A private entity that has leased and is operating a former LSU Hospital pursuant to a cooperative endeavor agreement with LSU. The LSU Health Hospital Partners are solely responsible for the operations of their respective hospitals and are leasing access to the Shared Systems from LSU. Each Partner is responsible for following the Shared System Policies and Procedures outlined in this document, as well as ensuring that the HIPAA regulations are followed at its hospital. Throughout this policy, LSU Health Hospital Partner is referred to as “Partner” or “Partner Hospital.” One or more of these Hospitals may be operating as a hospital-based outpatient clinic.

LSU Health EHR Sponsor (“EHR Sponsor”) – An employee of an LSU Health Hospital who serves as a liaison in regards to the Shared Systems, between the CCIS on the one hand and the other LSU Health Hospitals and/or their External Affiliates on the other hand, who are seeking access to EHR at that LSU Health Hospital. The EHR Sponsor also is responsible for monitoring access to the Shared Systems by EHR Users at its Hospital or by its External Affiliates’ EHR Users.

LSU Hospital – A hospital owned and operated by LSU after June 25, 2013.

LSU Information Security – LSUHSC-NO and LSUHSC-SHV Enterprise Computer Services Information Security

Shared Systems – The LSU Hospitals, LSUHCS-SHV, LSUHSC-NO, and the Partner Hospitals currently share a common EHR system (the “Shared EHR System”) provided by EPIC and also share access to common electronic records/databases through certain other patient care software systems including but not limited to Siemens, Intellidot, RIS-PACS, Document Imaging, and other similar systems (the “Other Shared Software Systems”). The Shared EHR System and the Other Shared Software Systems are referred to herein collectively as the “Shared Systems.” These Shared Systems store or maintain ePHI. Some of the ePHI in the Shared Systems cannot be segregated by Hospital. Nor can each Hospital’s access be limited to its own ePHI.

## **II. Scope**

During the Transition Period defined in the Master IT Transition Services Agreements (“TSA”) between LSU and the respective Partner Hospitals, access to the Shared Systems is provided to a wide variety of clinical and administrative personnel at LSU Hospitals, HCSD, LSUHCS-SHV, LSUHSC-NO, Partner Hospitals, and External Affiliate organizations and providers who serve in functional roles that review or enter data in those EHRs and other records containing PHI. Access to those EHRs is granted or revoked through the procedures outlined in these Shared System Policies and Procedures.

Management of LSU Health’s network security is outsourced to LSU Information Security. In this capacity, LSU Information Security is responsible, among other things, for activating or deactivating access to the Shared Systems according to the procedures outlined in this document.

## **II. Purpose**

The purpose of these Policies and Procedures is to establish guidelines for the LA AE to grant and monitor access by LSU Hospitals, Partner Hospitals, and External Affiliates to LSU Health’s EHRs, through such systems such as PELICAN, RIS-PACS, CLIQ, Document Imaging, and Siemens. This policy also covers the access to any ePHI and financial data that are not in a patient chart but are available within the Shared Systems for the purpose of payment or operations.

## **III. Policy**

LSU Health Hospitals will have access to their patients’ ePHI within the Shared Systems in the circumstances set forth in these Policies and Procedures. Specifically, each LSU Health Hospital or its External Affiliates may access a patient’s ePHI without seeking permission from the LA AE

or Grantor Hospital if a treatment relationship exists and the ePHI is being accessed for treatment, payment, or health operations purposes, and the patient has been provided with an updated treatment consent and Notice of Privacy Practices as required by these Shared System Policies and Procedures. When patients have ePHI at multiple hospitals, providers will be able to access patient information when a treatment relationship exists in order to provide quality and safe patient care. Access to ePHI is subject to applicable HIPAA minimum necessary requirements.

For External Affiliates that do not have a treatment relationship with the patient, and/or are performing non-treatment responsibilities, such as research or public health activities, the External Affiliate must have permission from Grantor Hospital before accessing a patient's ePHI generated at that Hospital. Such permission can be provided in advance by executing an External Affiliate confidentiality agreement with that Hospital.

Access to the Shared Systems will be contingent upon completion of the requirements outlined in the procedures section below within the time frames established by the CCIS.

Any exceptions to the requirements of these Shared Systems Policies and Procedures must be presented in writing to the CCIS. Granting of access outside of the parameters prescribed in these Policies and Procedures must be done with extreme caution, in writing, and with a written explanation of how the ePHI contained in the Shared Systems will be secured according to the HIPAA regulations.

## **IV. Procedures**

### **A. Overview of Security**

EHR application level security is "role based." This means that access privileges are defined by the functional role of the user according to an authorization matrix of pre-defined roles linked to EHR display and data entry components. These role-based privileges are specific and defined based on the application. An EHR User assigned to a role has access to only those components outlined in the role-based access matrix. In supporting this access, the Grantor Hospital has the responsibility to assure that a request for EHR access has come from an appropriate authority within the respective hospital and is requested based on the role to allow access to only the needed information. The IT Department of the respective hospitals will coordinate this process.

Each LSU Health Hospital will designate an LSU Health EHR Sponsor(s) whose responsibility it will be to assist in access control, audit reporting, and monitoring activities. It is each Hospital's IT Department's responsibility, in its capacity as a Grantor Hospital, to assure that an EHR Sponsor is available to any other Grantee Hospital (and its EHR Users) seeking access to the Grantor Hospital's EHR in the Shared Systems. In addition, it is each Partner Hospital's IT Department's responsibility to preserve documentation on access requests from Grantee Hospitals for auditing purposes. Audit inquiries received by LSU Information Security relative to access requests and appropriately documented procedures and approvals will be referred to the respective Hospital IT Department directors.

Each Partner Hospital CEO or his/her designee shall designate an individual who is responsible for reviewing these guidelines with their Administrators, Medical Directors, and other designated employees that grant access to the Shared Systems, and putting in place internal policies, procedures and documentation that appropriately and securely supports access to the Shared Systems for EHR Users and External Affiliates.

## **B. Required Documentation for LSU Health Hospitals**

Each LSU Health Hospital shall sign the HIPAA Compliance Agreement (to which these Policies and Procedures are attached and also set forth as Exhibit F to the TSA)

Each LSU Health Hospital shall develop and maintain a Notice of Privacy Practices as defined by the HIPAA regulations (the "Notice") that complies with applicable law and that informs patients about the Shared Systems with the following language or language that is substantially similar to the following:

[LSU Health Hospital] participates in one or more shared electronic health records systems and other patient information ("Shared Systems") and may electronically share your health information for treatment, payment, healthcare operations, and other purposes permitted under HIPAA with other participants in the Shared Systems. The Shared Systems allows your health care providers to efficiently access and use your pertinent medical information necessary for treatment and other lawful purposes.

The foregoing language will also be added to each Hospital's treatment consent form. All LSU Health Hospitals are encouraged to obtain a HIPAA-compliant patient authorization from each patient during the registration process authorizing the Hospital's access to the patient's PHI in the Shared System.

## **C. Granting Access to LSU Health Hospital EHR Users and External Affiliates**

All access to the Shared Systems will be through affiliation with an LSU Health Hospital or LA AE. Each LSU Health Hospital and LA AE shall maintain a list of all of their internal EHR Users (to be shared with the LSU to enable and monitor access) and require all such EHR Users to comply with these Policies and Procedures to the extent applicable to them, execute a written EHR User Confidentiality Agreement (attached as Attachment E to the HIPAA Compliance Agreement), and undergo training to ensure such compliance; the nature, elements, timing, and delivery mechanism of such training to be determined by the CCIS.

External Affiliates will have access to the Shared Systems if they meet the documentation requirements set forth in Section D below and otherwise meet the requirements of these Policies and Procedures. All requests for access to the Shared Systems by External Affiliates will be directed to the Grantor IT Department of the LSU Health Hospital. The Grantor Hospital's IT Department will check to make sure that the External Affiliate has completed an External Affiliate Shared System Access Application (See Appendix A) and has met the other documentation requirements set forth in these Policies and Procedures. If the External Affiliate



has met those requirements, the Grantor Hospital will assign an EHR Sponsor to the External Affiliate.

It is the responsibility of the Grantor Hospital's CEO or designee to determine if granting Shared Systems access to the External Affiliate is appropriate as it relates to patient care, hospital operations, research or other purposes permitted under HIPAA. The Grantor Hospital's CEO or his/her designee shall make a final determination regarding External Affiliate access. If the Grantor's IT Department approves access, the IT Department will then refer the application to the final approver (CEO or his/her designee) for review. The final approver is to review the access request with the applicable HIPAA minimum necessary standards (if any) in mind, and in consultation with the Grantor Hospital's HIPAA Privacy and HIPAA Security Officers. The final approver has the right to deny or amend the request of the External Affiliate for access to the Shared Systems as long as the amended request complies with these Policies and Procedures.

If granted access, the External Affiliate is notified by the Grantor IT Department, and any additional individual network applications are completed by the External Affiliate. These network applications are forwarded to LSU Information Security for processing. If an External Affiliate requests access to the Shared Systems of more than one LSU Health Hospital then each LSU Health Hospital must approve access for the External Affiliate. The External Affiliate must also execute the agreements described in Section D below.

#### **D. Required Documentation for External Affiliates**

##### **1. External Affiliate Application**

- The External Affiliate Shared Systems Access Application is completed by the External Affiliate and submitted to the Grantor IT Department. CCIS may assist with this process. The Grantor IT Department or LSU Health EHR Sponsor is responsible for checking that the External Affiliate Application is appropriately completed.

##### **2. Individual User Network Application (LSU Hospital application)**

- The Grantor IT Department or Sponsor will have the External Affiliate complete Individual User Network Applications (See Appendix B). The Grantor IT Department or Sponsor will then scan and email the completed and approved Individual User Network Applications to LSU Information Security.
- Upon receipt, LSU Information Security will perform a job title check for the following roles (physicians, nurses, advanced practice nurses, residents, pharmacists, dentists, medical students, administrative personnel, others), provide the External Affiliate's Shared Systems access within three (3) business days, and send notification via email to the Grantor IT Department and External Affiliate. If a more rapid turnaround is required, an email flagged as HIGH importance should be sent to LSU Information Security ([security@lsuhsc.edu](mailto:security@lsuhsc.edu)).
- The Grantor IT Department is responsible for communicating the availability of access to the Grantee Hospital that is responsible for communicating with the External Affiliate organization and coordinating any necessary affiliate training and access monitoring, or to LAEE with respect to its External Affiliates. CCIS may assist with this training and communication.

### 3. External Affiliate Confidentiality/Business Associate Agreement

All External Affiliates must sign the External Affiliate Shared System Confidentiality Agreement (“External Affiliate Confidentiality Agreement”) set forth as Attachment F to the HIPAA Compliance Agreement and a Business Associate Agreement (as applicable, depending on the role of the External Affiliate) before they are granted actual access by the IT Department and LSU Information Security. A signed copy of the External Affiliate Confidentiality Agreement and/or Business Associate Agreement must be received by the LSU Health entity in the time frame allowed by the Agreement for HIPAA Compliance in order to be granted access to the Shared Systems. The External Affiliate Confidentiality Agreement and/or Business Associate Agreement should be signed by the person who has signature authority for the External Affiliate business unit. If the External Affiliate is an individual, then the External Affiliate Confidentiality Agreement or Business Associate Agreement may be signed by that individual.

### **E. Required Training**

All EHR Users granted access to the Shared Systems are required to undergo regular training on HIPAA privacy and security obligations at their respective employer prior to being granted access to any patient information. Such training underscores the requirement to only access patient information that is directly related to the treatment, payment or healthcare operation currently being performed. Each LSU Health Hospital is required to maintain evidence of such training. Among other things, this training will cover the applicable procedures for accessing the Shared Systems in compliance with HIPAA and these Policies and Procedures. Confirmation of the completion of training within the time frames established by the CSIS is required for all Shared Systems users.

### **F. Monitoring Continued Access**

#### 1. Monitoring of Continued Need for Access to the Shared Systems

LSU Health Hospitals and External Affiliates are each responsible for continuous monitoring of their own workforce and medical staff that have access to the Shared Systems. The LSU Health Hospital or External Affiliate must notify the LSU Health EHR Sponsor for that Hospital as soon as practical (but no later than within two (2) business days) should a member of the LSU Health Hospital’s or External Affiliate’s workforce no longer require access due to termination of employment/association or because the function of the individual has changed and access to the Shared Systems is no longer required or a different role assignment is needed. The Sponsor, in turn, shall immediately notify LSU Information Security to change or disable access.

In addition, LA AE shall send a monthly report to the EHR Sponsor at each Hospital listing the EHR Users for that LSU Health Hospital and its External Affiliates. The Sponsor shall in turn review and verify the information in the report for its Hospital and its Hospital’s External Affiliates. Specifically, the Sponsor will verify that each of the individual EHR Users is a) still a member of the Hospital’s or each External Affiliate’s workforce or medical staff; and b) still needs the access currently assigned to the Shared

Systems. Should an individual EHR User no longer need access, the Sponsor shall notify LAAE that access may be removed or changed by LSU HSC Information Security.

## 2. Monitoring EHR Users

a. LAAE shall provide each LSU Health Hospital with a monthly report of every EHR User's Shared Systems utilization. Such report shall be communicated securely to the LSU Health Sponsor for each Hospital. The report contains a listing of every patient record accessed by that Hospital's EHR Users and the EHR Users of its External Affiliates during the previous month. The Sponsor is responsible for communicating the report securely to the Compliance or Privacy Officer of its Hospital and its Hospital's External Affiliates at a designated time each month. The Hospital and External Affiliate Compliance/Privacy Officers are responsible for reviewing the reports and for verifying that PHI in each patient record accessed by their EHR Users was appropriate in the course of their duties. If the number of patient records accessed is large, the Compliance/Privacy Officers may test a statistically representative sample of such accesses. The External Affiliate Compliance/Privacy Officer is responsible for returning an Attestation to the Sponsor by a time designated by the Sponsor. This Attestation (see **Appendix C**) will notify the Sponsor that the audit was completed, as well as indicate any findings.

The Compliance/Privacy Officer of each LSU Health Hospital may require that the access monitoring occur at the Hospital level as opposed to/in addition to sending the utilization report to the External Affiliate. This option may be used when the LSU Health Compliance/Privacy Officer has concerns about the reliability and validity of an audit by an External Affiliate, especially when there is a question concerning checks and balances of such an audit in a smaller External Affiliate. If the Compliance/Privacy Officer evokes this option, then s/he must determine how the access monitoring will occur.

b. In addition to the monitoring performed by each Hospital and its External Affiliates, LSU Information Security may review a representative sample of the records accessed by each Hospital and its External Affiliates to validate the findings of the Hospital's and its External Affiliates' Compliance or Privacy Officers. During the course of a year, each Hospital's and its External Affiliates' compliance with its obligations under the Policies and Procedures and the External Affiliate Confidentiality Agreement should be reviewed by LSU Information Security at least once.

c. Break the Glass Monitoring/Safeguard - LSU Health Hospitals, Partners, and External Affiliates with access to the EPIC EHR System will also be monitored through a security function known as "break the glass," a pop-up technology that will alert the EHR User that the record s/he is accessing contains PHI for a patient that is not currently being treated in the EHR User's hospital. This functionality

shall create a report to be sent to each LSU Hospital for review. Break the glass monitoring will be set by LAEE to monitor the following additional situations:

- i. Private encounters - for those patients who request protection of their EHR. Such patients may include VIPs, Hospital employees, crime victims, etc. and is set by Hospital policy that may include patients in addition to those patients in the LSU Health policy.
- ii. Designated encounters - for those patients admitted to psychiatric units or prisoners.
- iii. Any other situations involving patient encounters that require special monitoring, as determined by the CSIS.

The logs of break the glass instances will be forwarded to and reviewed by the LSU Health Hospital accessing records and whose records are being accessed, in a manner designated by such LSU Health Hospital.

d. Failure to Audit - If the LSU Health Hospital or External Affiliate does not complete the required audits in a timely manner, the CCIS will be notified, and the appropriate consequences will be determined by the CCIS.

#### **G. Instances of Inappropriate Access**

Should there be a discovery of a questionable or inappropriate access, use, or disclosure (as defined by HIPAA or these Policies and Procedures) of the Shared Systems, the Sponsor of the Grantor Hospital, the External Affiliate (if applicable), and/or the Grantor Hospital Compliance Officer/Privacy Officer that has been inappropriately accessed, used, or disclosed shall be immediately notified. The Grantor Hospital Compliance/Privacy Officer or his/her designee shall conduct or oversee an investigation to determine if inappropriate access did occur, and if so, will complete a risk analysis to determine if the inappropriate access is a reportable HIPAA breach.

Any inappropriate access, use, or disclosure of PHI in the Shared Systems shall be reported to the CCIS by the Grantor Hospital Compliance/Privacy Officer who conducted or oversaw the investigation. Information regarding the incident will be communicated to the LSU Health entities that access the Shared Systems in a manner to be determined by the CCIS.

Any person found to have intentionally accessed, used, or disclosed PHI in the Shared Systems in an inappropriate manner will immediately lose access to the Shared Systems. If the person is a workforce member of an External Affiliate, the External Affiliate will be reviewed to determine if the External Affiliate is in compliance with its obligations under these Shared Systems Policies and Procedures and the External Affiliate Confidentiality Agreement. Such a review will be conducted by the Grantor Hospital. That same LSU Health Hospital shall determine the appropriate consequences for any confirmed violation of the Agreement. Should there be a disagreement amongst the LSU Health Hospitals about such consequences, the CCIS may act as the board of arbitration to determine a final resolution.

If the breach of the Shared Systems is considered reportable as defined by HIPAA or Louisiana law, the Grantor Compliance/Privacy Officer shall do so in compliance with HIPAA and its own

policies and procedures. If the External Affiliate is a Business Associate (as defined by HIPAA) and is responsible for reporting the breach, the External Affiliate shall notify the Grantor Hospital that it has done so. The Grantor Hospital shall then notify LAE and the CCIS of such breach notification. If Shared Systems records from multiple Grantor Hospitals have been accessed, all such Hospitals will be involved in the investigation and deliberation on appropriate consequences.

#### **H. Variations of Security Processes based on External Affiliates**

The processes outlined in this policy may vary slightly, depending on the type of External Affiliate being considered. Appendix D outlines those process distinctions.

## APPENDIX A

### APPLICATION FOR EXTERNAL AFFILIATE ACCESS TO SHARED ELECTRONIC HEALTH RECORD SYSTEM

In order to approve these requests for access to the Shared Systems, the Grantor Hospital EHR Sponsor of the External Affiliate needing access shall need to submit the following information to LSU Information Security:

- The name and computer user id of the External Affiliate including all its External EHR Users.
- The functional role of the External Affiliate (i.e. department and job function)
- The name of the organization for which the External Affiliate works
- The specific purpose for which access to a particular Shared System will be used to fulfill the job duties of the External Affiliate's role (Role Based Access Control for each Shared System)
- The description of the type of information available through the Shared System the External Affiliate will be accessing to fulfill their job duties
- Declaration about whether the access "is" or "is not" related to research, clinical trials, or clinical data monitoring or measurement
  - If the access is related to research, clinical trials, or clinical data monitoring or measurement, a copy of the IRB approval documents and research protocols shall be attached to the email (see Additional Considerations below)
- Declaration that the Sponsor requesting access is in fact the Sponsor of the External Affiliate
- The EHR role that appears to be the best fit chosen from the access matrix <https://intranet.lsuhscc.edu/security/CLIQAccessRoles.html> or Share Point.
- The name of the LSU Health Hospitals for which the External Affiliate needs Shared System access. If access to Shared Systems for more than one facility is needed, an explanation as to why multi-facility access is needed should also be included. NOTE: Access to PELICAN is not facility specific.

**APPENDIX B**  
**INDIVIDUAL USER NETWORK APPLICATION**

**APPENDIX C**

**ATTESTATION OF EXTERNAL AFFILIATE MONITORING**



replace with  
**LOGO**

Name of LSU Health Hospital  
or LSU Health Partner Hospital Here

### Attestation of External Affiliate Shared Systems Access Monitoring

#### Affiliate Information

Name of External

Affiliate:

Person Who Completed

Monitoring Review:

*Last*

*First*

*M.I.*

#### Access Review

Date Range of Review:

Sampling Method of Review:

100% Access Review

Random  
Sample

Sample Size \_\_\_\_\_

Type of Sample \_\_\_\_\_

Results of Review:

No Inappropriate Access

Apparent Inappropriate Access

If inappropriate access did occur, please explain that finding in detail below.

#### Notification

LSU Health Sponsor

LSU Compliance/Privacy Officer

Date Notified:

Date

Notified:

\_\_\_\_\_

**Signature**

I attest that I have completed a review of access by employees/contractors of my organization of the Shared Systems access report provided by LSU Health. Such review was in conformance with the Hospital's obligation to monitor such access as a HIPAA covered entity and the Shared Systems Policies and Procedures.

\_\_\_\_\_  
*Signature of Reviewer*

\_\_\_\_\_  
*Date*

## APPENDIX D

### GRANTING ACCESS TO EPHI DATA BASES PROCESS FLOWS

#### **External Affiliates – Treatment Providers, Business Partners, Research Associates**

- Completion of Application for External Affiliate Access to Shared Electronic Health Record System/Other Shared Software (“Shared Systems”)
- Review/Approval by LSU Health entity final approver
- Assignment of EHR Sponsor
- Individual User Network Application processed
- External Affiliate Confidentiality Agreement executed
- Training (HIPAA and EPIC or other ePHI data base) completed and on file
- Access Granted
- If granted EPIC access, each individual user accepts EPIC Terms and Conditions when first accessing PELICAN
- Access Monitoring – The Grantor Hospital Sponsor assigned to the External Affiliate will determine who will monitor the External Affiliate access to the Shared Systems

**ATTACHMENT E**

**EHR USER CONFIDENTIALITY AGREEMENT**

## EHR USER CONFIDENTIALITY AGREEMENT

The undersigned (referred to herein as “EHR User”) is a workforce member, *i.e.*, an employee, faculty member, resident, fellow, students, or volunteer of one or more hospitals (“Home Hospital”), or is an authorized user of an External Affiliate of a Home Hospital (*i.e.*, a Business Associate or individual or entity that is otherwise affiliated with a Home Hospital) that is participating in the shared electronic health record system and certain other shared software systems containing protected health information (“PHI”) from other hospitals (“Other Hospitals”)(“Shared Systems”) licensed to Louisiana State University (“LSU”). EHR User also includes workforce members or External Affiliates of LSU’s Health Care Services Division (“HCSO”), LSU Health Science Center Shreveport (“LSUHSC-SHV”), and LSU Health Science Center New Orleans (“LSUHSC-NO”). HCSO, LSUHSC-SHV, and LSUHSC-NO are collectively referred to herein as “*LSU Academic and Administration Entities*” (LAAE), Business Associate Subcontractor to LAAE. In that capacity, EHR User acknowledges that he or she has access to protected health information (“PHI”) of Other Hospitals maintained in the Shared Systems (“Other Hospital PHI”). This Agreement is separate from and does not affect any permitted uses, data protection measures, or internal breach reporting responsibilities of EHR User has under Home Hospital policies or any other confidentiality agreement between EHR User and Home Hospital that pertains to Home Hospital.

EHR User acknowledges and agrees as follows:

1. Permitted Uses.

The Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder (collectively, “HIPAA”), and other federal and state laws governing the confidentiality of patient medical records (“collectively, “Other Applicable Laws”), provide that PHI created or maintained by a Covered Entity may not be accessed, used or disclosed, except as permitted or required by law. EHR User shall not access, use or disclose any Other Hospital PHI maintained in the Shared Systems of a Hospital, except in the course and scope of fulfilling his or her duties for or on behalf of the Hospital and for purposes of treatment, payment, health care operations or as permitted under HIPAA; or with the written authorization of the patient or patient’s personal representative (as defined in 45 C.F.R. 164.502(g)).

2. Protection of Data

a. As an authorized EHR User, You have access to PHI that is subject to confidentiality, privacy and security requirements under state and federal law and regulations. You agree that you will only access Other Hospital PHI consistent with your access privileges, and pursuant to all requirements under this Agreement, any applicable provisions of the Access to Shared EHR System and Other Shared Systems Policies and Procedures (“Shared Systems Policies and Procedures”) that pertain to the Other Hospital PHI that you access in the Shared Systems, any applicable Business Associate Agreement, and applicable laws and regulations.

b. As an EHR User, you have an obligation to maintain the confidentiality, privacy and security of the PHI:

- You will not disclose Other Hospital PHI except as required to perform your duties or responsibilities for Home Hospital or LA AE or with the authorization of a patient, and subject to all terms of this Agreement.
- You will not access or view any Other Hospital PHI other than what is required for you to perform your duties and responsibilities for Home Hospital or LA AE, or with the authorization of a patient, and subject to all terms of this Agreement.
- You will not make any unauthorized copies of Other Hospital PHI. You will not save Other Hospital PHI to portable media devices (ZIP disks, CDs, PDAs, and other devices).
- You will not email any Other Hospital PHI.
- You agree not to allow your family, friends, or other persons to see the Other Hospital PHI on your computer screen while you are accessing Other Hospital PHI. You agree to log out of the Shared Systems before leaving your workstation to prevent others from accessing the Shared Systems.
- You agree never to access Other Hospital PHI for “curiosity viewing.” You understand that this includes improperly viewing the Other Hospital PHI of other family members, friends, coworkers, or any third party, even if they are receiving treatment at your Home Hospital or Other Hospital.
- You will protect the accuracy of the PHI you submitted or received through the Shared Systems and will not insert information that you know is not accurate.
- Prior to accessing the PHI of any patient of Other Hospital for any reason, you will “break the glass” as required by the Shared Systems or take other actions required to access PHI in the Other Shared Software Systems and the Confidentiality Policy of Home Hospital. You will not share your unique access code with any person or entity. You agree to notify Home Hospital immediately if you become aware or suspect that another person has access to your unique access code.
- You will comply with the policies and procedures that apply to your access to Other Hospital PHI in the Shared Systems.

3. As soon as practicable, but in any event within twenty-four (24) hours of becoming aware, EHR User agrees to report to the Home Hospital Privacy Officer any violation or suspected violation of any EHR User’s Confidentiality Agreement, the HIPAA Privacy and Security Policies of Home Hospital, the Policies and Procedures that apply to your access to

Other Hospital PHI in the Shared Systems, or any applicable Business Associate Agreement, including any unauthorized access, use or disclosure of Other Hospital PHI in violation of this Confidentiality Agreement, HIPAA or other applicable law, including but not limited to, a Breach of any Hospital's Unsecured PHI, as defined in 45 C.F.R. 164.402, of the Home Hospital or Other Hospital's patients.

4. Should EHR User breach any provision of this Agreement, the Privacy or Security Policies of Home Hospital, the Policies and Procedures that apply to your access to Other Hospital PHI in the Shared Systems, or HIPAA, EHR User may be subject to civil or criminal liability and/or disciplinary measures, up to and including termination of employment, as set forth in the applicable policies of EHR User's Home Hospital.

By signing below, I represent that I have read, understand, and agree to the terms of this Confidentiality Agreement.

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTACHMENT F**

**EXTERNAL AFFILIATE CONFIDENTIALITY AGREEMENT**



## EXTERNAL AFFILIATE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, (the "Effective Date") by and between the \_\_\_\_\_ ("Home Hospital") and \_\_\_\_\_, each a "Party" and collectively the "Parties".

### RECITALS

- a. The undersigned (referred to herein as "External Affiliate") is a Business Associate or is otherwise affiliated with, one or more of the hospitals ("Home Hospital") that is participating in the shared electronic health record system and certain other shared software systems containing protected health information ("PHI") from other hospitals ("Shared Systems") licensed to Louisiana State University ("LSU"). Hospitals participating in the Shared Systems other than the Home Hospital will be referred to as "Other Hospitals" for purposes of this Agreement. In that capacity, External Affiliate acknowledges that he or she has access to PHI of the Home Hospital and Other Hospitals that is maintained in the Shared Systems.
- b. Pursuant to HIPAA, the Home Hospitals, as Covered Entities under HIPAA are each responsible for implementing reasonable administrative, physical and technical safeguards to protect their PHI from unauthorized disclosure, use or access. The purpose of this Agreement is to help implement such safeguards by establishing a mechanism for prohibiting and preventing unauthorized personnel affiliated with one or more of the Home Hospitals from accessing the PHI of Other Hospitals, except as specifically permitted by law and with respect to Other Hospital PHI, the policies of such Other Hospitals.

### AGREEMENT

1. External Affiliate agrees to fully comply with HIPAA and other applicable laws and shall not access, use or disclose PHI in a manner that would constitute a violation of HIPAA or other applicable laws. External Affiliate shall prohibit its Workforce members (as that term is defined in 45 C.F.R. 164.103), business associates, medical staff members and any other affiliated personnel who have access to the Shared Systems ("EHR Users") from accessing the PHI of the Home Hospital and Other Hospitals, except as specifically permitted by the Shared Systems Policies and Procedures, HIPAA, and other applicable law.

2. External Affiliate shall secure a signed written confidentiality agreement from all EHR Users requiring each such EHR User to comply with HIPAA and all other applicable laws governing PHI (a "Confidentiality Agreement"), and prior to authorizing access to the Shared Systems for a new EHR User, such External Affiliate shall secure a signed Confidentiality Agreement from such new EHR User. Without limiting the generality of the foregoing, the Confidentiality Agreement entered into by all EHR Users shall prohibit such EHR Users from accessing, using or disclosing PHI of any Other Hospital except as hereinafter set forth. The Confidentiality Agreement shall be substantially in the form attached hereto as Exhibit A.

3. Notwithstanding Section 2, the Confidentiality Agreement shall permit EHR Users to access, utilize or disclose the PHI of patients of any Home Hospital or Other Hospital in the Shared Systems for purposes of treatment, payment, or health care operations, as permitted under HIPAA and by other applicable law, or with the written authorization of the patient or patient's authorized legal representative. External Affiliate shall maintain any such patient authorizations for the duration of this Agreement and for a period of six (6) years thereafter, and shall provide copies of all such authorizations to \_\_\_\_\_ upon request.

4. External Affiliate agrees that when accessing the Shared Systems, it shall adhere to Home Hospital's policy to authorize access by Workforce members, business associates, medical staff members and any other affiliated personnel of Home Hospital, and the Access to Shared EHR System and Other Shared Systems Policies and Procedures that apply to access to Other Hospital PHI in the Shared Systems (the "Shared Systems Policies and Procedures").

5. Access to the Shared Systems shall be provided to those contractors, agents and members of the Workforce of External Affiliate who require access to patient information of the type which may be obtained through the

Shared Systems to perform their duties to the Home Hospital and its patients. A complete list of Authorized EHR Users through External Affiliate is attached hereto as Exhibit B, which list shall be updated as necessary to add or delete Authorized EHR Users upon written notice by External Affiliate. External Affiliate shall notify Home Hospital in writing as soon as practicable, but no later than seventy-two (72) hours in advance of any Authorized EHR User's separation from External Affiliate or change in job functions such that he or she no longer requires access to the Shared Systems or Shared Software System to perform his or her duties for or on behalf of External Affiliate. Notwithstanding the foregoing, in the event that External Affiliate elects to terminate the employment, contract, or other arrangement with a contractor, agent, or member of its Workforce who is an Authorized EHR User, External Affiliate shall notify Home Hospital in writing prior to issuing a termination notice to such individual, or if not practicable, immediately upon termination.

6. In the event External Affiliate discovers a violation or suspected violation of any EHR User's Confidentiality Agreement, or any unauthorized access, use or disclosure of Other Hospital PHI in violation of the Confidentiality Agreement, HIPAA or other applicable law, including but not limited to, a Breach of any Other Hospital's Unsecured PHI as defined in 45 C.F.R. 164.402, External Affiliate shall notify Home Hospital's Privacy Officer within two (2) business days of such discovery. Such notification shall comply with the requirements under the Business Associate Agreement with Home Hospital (if applicable), 45 C.F.R. Subpart D, and with the Breach notification policy of the Hospital where such breach or suspected breach occurred.

7. External Affiliate shall comply with, and shall require each of its EHR Users to comply with, all of the terms and conditions of this Agreement. Should External Affiliate, or its EHR Users, breach any provision of this Agreement, the Privacy or Security Policies of Home Hospital, the Shared Systems Policies and Procedures, or HIPAA, Home Hospital may terminate its relationship with External Affiliate.

8. At its expense as provided herein, External Affiliate shall defend, indemnify, and hold harmless LSU (including HCSD, LSUHC-SHV, LSUHCS-NO, and the LSU Hospitals), the Home Hospital and the Other Hospitals and their respective directors, officers, agents, employees, members, subsidiaries and successors in interest from and against any claim, action, proceeding, liability, loss, damage, penalty, cost, or expense, including, without limitation, attorneys' fees, experts' fees and court costs arising out of or relating to any breach of Other Hospital PHI in the Shared System (a) by the External Affiliate of this Agreement (including but not limited to any violation of HIPAA relating to this Agreement), or (b) by its EHR Users' of the EHR User Confidentiality Agreement, (including but not limited to any violation of HIPAA relating to the EHR User Confidentiality Agreement).

9. This Agreement will terminate when Home Hospital's participation in the Shared System terminates or it's the undersigned is no longer an External Affiliate of Home Hospital. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. No failure by any Hospital to take action on account of any default by any other will constitute a waiver of any such default or of the performance required of the other. If any term or provision of this Agreement is declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such term or provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. This Agreement shall be construed, governed, interpreted and applied according to United States and Louisiana law (disregarding choice of law provisions).

Hospital

By: \_\_\_\_\_

Dated: \_\_\_\_\_

External Affiliate

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**Exhibit A**

**EHR USER CONFIDENTIALITY AGREEMENT**

**Exhibit B**

Authorized EHR Users

## **LAAE EXTERNAL AFFILIATE CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (“Agreement”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, (the “Effective Date”) by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), a public constitutional corporation organized under the laws of the State of Louisiana, acting through its Health Care Services Division (“HCSD”), LSU Health Science Center Shreveport (“LSUHSC-SHV”), and/or LSU Health Science Center New Orleans (“LSUHSC-NO”) and \_\_\_\_\_, each a “Party” and collectively the “Parties”. HCSD, LSUHSC-SHV, and LSUHSC-NO are individually and collectively referred to herein as “LSU Academic and Administration Entity(ies)” (LAAE).

### **RECITALS**

- a. The undersigned (referred to herein as “External Affiliate”) is a Business Associate or is otherwise affiliated with LAAE, which is collectively operating and administering a shared electronic health record system and certain other shared software systems containing protected health information (“PHI”) from multiple hospitals (“Shared Systems”) licensed to LSU. Such hospitals include both LSU Hospitals and non-LSU Hospitals (collectively referred to as “Hospitals”). Non-LSU Hospitals participating in the Shared Systems will be referred to as “Partner Hospitals” for purposes of this Agreement. In that capacity, External Affiliate acknowledges that he or she has access to PHI of Hospitals that is maintained in the Shared Systems.
- b. Pursuant to HIPAA, the Hospitals, as Covered Entities under HIPAA are each responsible for implementing reasonable administrative, physical and technical safeguards to protect their PHI from unauthorized disclosure, use or access. The purpose of this Agreement is to help implement such safeguards by establishing a mechanism for prohibiting and preventing unauthorized personnel affiliated with LAAE from accessing the PHI of Hospitals, except as specifically permitted by law and the policies of such Hospitals.

### **AGREEMENT**

1. External Affiliate agrees to fully comply with HIPAA and other applicable laws and shall not access, use or disclose PHI in a manner that would constitute a violation of HIPAA or other applicable laws. External Affiliate shall prohibit its Workforce members (as that term is defined in 45 C.F.R. 164.103), business associates, medical staff members and any other affiliated personnel who have access to the Shared Systems (“EHR Users”) from accessing the PHI of and Hospitals, except as specifically permitted by the Shared Systems Policies and Procedures, HIPAA, and other applicable law.
2. External Affiliate shall secure a signed written confidentiality agreement from all EHR Users requiring each such EHR User to comply with HIPAA and all other applicable laws governing PHI (a “Confidentiality Agreement”), and prior to authorizing access to the Shared Systems for a new EHR User, such External Affiliate shall secure a signed Confidentiality Agreement from such new EHR User. Without limiting the generality of the foregoing, the Confidentiality Agreement entered into by all EHR Users shall prohibit such EHR Users from accessing, using or disclosing PHI of any Hospital except as hereinafter set forth. The Confidentiality Agreement shall be substantially in the form attached hereto as Exhibit A.

3. Notwithstanding Section 2, the Confidentiality Agreement shall permit EHR Users to access, utilize or disclose the PHI of patients of LSU or any Hospital in the Shared Systems for purposes of treatment, payment, or health care operations, as permitted under HIPAA and by other applicable law, or with the written authorization of the patient or patient's authorized legal representative. External Affiliate shall maintain any such patient authorizations for the duration of this Agreement and for a period of six (6) years thereafter, and shall provide copies of all such authorizations to \_\_\_\_\_ upon request.

4. External Affiliate agrees that when accessing the Shared Systems, it shall adhere to the applicable LAEE policy to authorize access by Workforce members, business associates, and any other affiliated personnel of LAEE, and the Access to Shared EHR System and Other Shared Systems Policies and Procedures that apply to access to PHI in the Shared Systems (the "Shared Systems Policies and Procedures").

5. Access to the Shared Systems shall be provided to those contractors, agents and members of the Workforce of External Affiliate who require access to patient information of the type which may be obtained through the Shared Systems to perform their duties to LAEE. A complete list of Authorized EHR Users through External Affiliate is attached hereto as Exhibit B, which list shall be updated as necessary to add or delete Authorized EHR Users upon written notice by External Affiliate. External Affiliate shall notify Home Hospital in writing as soon as practicable, but no later than seventy-two (72) hours in advance of any Authorized EHR User's separation from External Affiliate or change in job functions such that he or she no longer requires access to the Shared Systems or Shared Software System to perform his or her duties for or on behalf of External Affiliate. Notwithstanding the foregoing, in the event that External Affiliate elects to terminate the employment, contract, or other arrangement with a contractor, agent, or member of its Workforce who is an Authorized EHR User, External Affiliate shall notify Home Hospital in writing prior to issuing a termination notice to such individual, or if not practicable, immediately upon termination.

6. In the event External Affiliate discovers a violation or suspected violation of any EHR User's Confidentiality Agreement, or any unauthorized access, use or disclosure of Hospital PHI in violation of the Confidentiality Agreement, HIPAA or other applicable law, including but not limited to, a Breach of any Hospital's Unsecured PHI as defined in 45 C.F.R. 164.402, External Affiliate shall notify LAEE's Privacy Officer within two (2) business days of such discovery. Such notification shall comply with the requirements under the Business Associate Agreement with Home Hospital (if applicable), 45 C.F.R. Subpart D, and with the Breach notification policy of the Hospital where such breach or suspected breach occurred.

7. External Affiliate shall comply with, and shall require each of its EHR Users to comply with, all of the terms and conditions of this Agreement. Should External Affiliate, or its EHR Users, breach any provision of this Agreement, the Privacy or Security Policies of LAEE, the Shared Systems Policies and Procedures, or HIPAA, LAEE may terminate its relationship with External Affiliate.

8. At its expense as provided herein, External Affiliate shall defend, indemnify, and hold harmless LSU (including HCSD, LSUHC-SHV, LSUHCS-NO, and the LSU Hospitals), and the Partner Hospitals and their respective directors, officers, agents, employees, members, subsidiaries and successors in interest from and against any claim, action, proceeding, liability, loss, damage, penalty, cost, or expense, including, without limitation, attorneys' fees, experts' fees and court costs arising out

of or relating to any breach of Hospital PHI in the Shared System (a) by the External Affiliate of this Agreement (including but not limited to any violation of HIPAA relating to this Agreement), or (b) by its EHR Users' of the EHR User Confidentiality Agreement, (including but not limited to any violation of HIPAA relating to the EHR User Confidentiality Agreement).

9. This Agreement will terminate when the undersigned is no longer an External Affiliate of LA AE. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. No failure by any Hospital to take action on account of any default by any other will constitute a waiver of any such default or of the performance required of the other. If any term or provision of this Agreement is declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such term or provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. This Agreement shall be construed, governed, interpreted and applied according to United States and Louisiana law (disregarding choice of law provisions).

LA AE Entity(ies)

By: \_\_\_\_\_

Dated: \_\_\_\_\_

External Affiliate

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**Exhibit A**

**EHR USER CONFIDENTIALITY AGREEMENT**



**Exhibit B**

Authorized EHR Users

**ATTACHMENT G**  
**BUSINESS ASSOCIATE AGREEMENT**

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is entered into by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), acting through the Louisiana Health Sciences Center at New Orleans (“LSUHSC-NO”) and its Health Care Services Division (“HCSD”) (collectively “Business Associate”) and Southwest Louisiana Hospital Association (“Covered Entity”), each a Party and collectively the Parties;

**WHEREAS**, Business Associate and Covered Entity have entered into a Master IT Transition Services Agreement (“Transition Services Agreement”) which includes a HIPAA Compliance Agreement (“HIPAA Compliance Agreement”) and a Master Collaborative Agreement pursuant to which Business Associate has agreed to provide certain services to and on behalf of Covered Entity (the “Services”);

**WHEREAS**, during a transition period as (“Transition Period”) defined in the Transition Services Agreement Business Associate regularly creates, receives, maintains, or transmits Protected Health Information (“PHI”) in its performance of the Transition Services Agreement on behalf of Covered Entity;

**WHEREAS**, Business Associate will maintain and operate a common electronic health record system (the “Shared EHR System”) provided by EPIC and certain other shared patient care software systems (the “Other Shared Software Systems”). The Shared EHR System and the Other Shared Software Systems are referred to herein collectively as the “Shared Systems.” In maintaining and operating the Shared Systems on behalf of Covered Entity, Business Associate regularly creates, receives, maintains, or transmits Protected Health Information (“PHI”);

**WHEREAS**, both Parties are committed to providing for the privacy and security of such PHI in compliance with the Privacy Regulations in 45 C.F.R. Parts 160 and 164, Subparts A and E, the Security Regulations in 45 C.F.R. Parts 160 and 164, Subparts A and C, and the Breach Notification Regulations in 45 C.F.R. Parts 160 and 164, Subparts A and D, which were promulgated by the Secretary of the U.S. Department of Health and Human Services (“HHS”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as amended and supplemented by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), and their implementing regulations and guidance, all as amended from time to time (the “HIPAA Requirements”), as well as other applicable state and federal laws that govern the privacy and security of individually identifiable information, including “Personal Information” as defined in Louisiana Revised Statutes 51:3073, and the Access to Shared EHR System and Other Shared Software Systems Policies and Procedures (“the Shared Systems Policies and Procedures”);

**WHEREAS**, in order to protect the privacy and security of PHI, including Electronic PHI (“EPHI”), created, received, maintained, or transmitted by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with persons providing certain services for or on behalf of the Covered Entity if such services require the Use or Disclosure of PHI or EPHI; and

**WHEREAS**, this BAA sets forth the terms and conditions pursuant to which PHI that is provided, created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity will be handled between Business Associate and Covered Entity, and with third parties, during the term of the Transition Services Agreement and after its termination.

**NOW THEREFORE**, in consideration of the mutual promises set forth in this BAA and the Transition Services Agreement, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the Parties agree as follows:

- 1 **Definitions.** All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the HIPAA Requirements, as applicable. PHI will have the meaning ascribed to it in the HIPAA Requirements, but for the purposes of this Agreement will refer solely to PHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity. All references to PHI herein shall be construed to include, but not be limited to EPHI.
- 2 **Permissible Uses and Disclosures of PHI.** Business Associate shall Use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall Use PHI (i) solely in connection with its Services provided pursuant to the Transition Services Agreement and the Master Collaborative Agreement entered into between the Parties, (ii) as Required by Law, or (iii) for data aggregation services for the Health Care Operations of the Covered Entity. Business Associate agrees not to Use or Disclose, or permit the Use or Disclosure of, PHI in a manner that would violate the HIPAA Requirements if the PHI were Used or Disclosed by Covered Entity in the same manner, except that Business Associate may Use and Disclose PHI as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that with respect to any such Disclosure either: (a) the Disclosure is Required by Law; (b) Business Associate obtains a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and shall not Use and further Disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached; Disclosures are Required by Law, or (c) Business Associate (i) obtains reasonable assurances from any third party to whom the information is Disclosed that it will be held confidential and further Used and Disclosed only as Required by Law or for the purpose for which it was Disclosed to the third party; and (ii) requires the third party to agree to notify Business Associate within three (3) business days of any instances of which it is aware that PHI is being access, Used, or Disclosed for other than the purposes for which it was Disclosed to such third party. Business Associate is not authorized to Use the PHI to create de-identified PHI, except with the prior written approval of Covered Entity. Business Associate shall ensure that all Disclosures of PHI by Business Associate and any third party described in this Section 2 comply with the principle of Minimum Necessary Use and Disclosure, *i.e.*, only the minimum amount of PHI that is necessary to accomplish the intended purpose may be Disclosed, in accordance with 42 U.S.C. § 17935(b) and 45 C.F.R. § 164.502(b)(1) and any other guidance issued thereunder.
- 3 **Subcontractors.** Business Associate shall require all Subcontractors that create, maintain, receive, or transmit PHI on behalf of Business Associate to execute a Business Associate Agreement that imposes on such Subcontractors the same restrictions, conditions, and requirements that apply through this BAA to Business Associate with respect to PHI.
- 4 **Access to and Amendment of PHI.** Business Associate maintains a Designated Record Set on behalf of Covered Entity, and therefore Business Associate shall provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 C.F.R. §164.524, as it may be amended from time to time. If Business Associate maintains PHI in an Designated Record Set electronically, Business Associate shall provide such information in the electronic form and format requested by Covered Entity if it is readily reproducible in such form and format, and, if not, in such other form and format agreed to by Covered Entity to enable Covered Entity to fulfill its

obligations under 45 C.F.R. § 164.524(c)(2). Furthermore, Business Associate shall amend PHI maintained by Business Associate as requested by Covered Entity pursuant to 45 C.F.R. § 164.526. Business Associate shall respond to any request from Covered Entity for access by an individual within fifteen (15) days of such request and shall make any amendment requested by Covered Entity within thirty (30) days of such request. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for responding to requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

- 5 **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of Disclosures of PHI with respect to the individual in accordance with 45 C.F.R. § 164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law.
- 6 **Withdrawal of Authorization.** If a Use or Disclosure of PHI is based upon an individual's specific authorization for the Use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the Use and Disclosure of any such individual's PHI except to the extent it has relied on such Use or Disclosure, or where an exception under the HIPAA Requirements expressly applies.
- 7 **Compliance with the Privacy Standards.** To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Standards, Business Associate must comply with the requirements of the Privacy Standards that apply to the Covered Entity in the performance of such obligations.
- 8 **Records and Audit.** Business Associate shall make available to HHS or its agents, its internal practices, books, and records relating to the Use and Disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the HIPAA Requirements or any other health oversight agency, in a time and manner designated by HHS. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity within five (5) business days upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI. In addition, Business Associate agrees that Covered Entity shall have the right to audit and monitor all applicable activities and records of Business Associate to determine Business Associate's compliance with the HIPAA Requirements and shall promptly make available to Covered Entity such books, records, or other information relating to the Use and Disclosure of PHI provided, created, received, maintained or transmitted by Business Associate on behalf of Covered Entity for such purpose.
- 9 **Implementation of Security Regulations.** Business Associate will implement and maintain appropriate safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate will comply with the Security Regulations with respect to EPHI to prevent the Use or Disclosure of PHI other than as expressly permitted under this BAA. Furthermore, Business

Associate will use HIPAA-compliant and commercially reasonable efforts to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology (“NIST”) concerning the protection of identifiable data such as PHI.

## **10 Reporting and Data Breach Notification.**

- 10.1 Reporting Non-permitted Uses or Disclosures of PHI and Security Incidents.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any Breach of Unsecured PHI (hereinafter a “HIPAA Breach”), and to comply with the Shared Systems Policies and Procedures. Business Associate will notify Covered Entity in writing of each Security Incident or Use or Disclosure of PHI not specifically permitted by this BAA without undue delay and in no event later than three (3) business days after becoming aware of such Security Incident or non-permitted Use or Disclosure. Notwithstanding the foregoing, Business Associate and Covered Entity acknowledge the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that are trivial in nature, such as pings and port scans, and Covered Entity acknowledges and agrees that no additional notification to Covered Entity of such unsuccessful Security Incidents is required. However, to the extent that Business Associate becomes aware of an unusually high number of such unsuccessful Security Incidents due to the repeated acts of a single party, Business Associate shall notify Covered Entity of these attempts and provide the name, if available, of said party. Business Associate shall take prompt corrective action and any action required by applicable state or federal laws and regulations relating to such disclosure. Business Associate shall investigate each Security Incident or unauthorized Use or Disclosure of Covered Entity’s PHI that it discovers to determine whether it constitutes a HIPAA Breach in compliance with the Shared Systems Policies and Procedures. Business Associate shall document and retain records of its investigation of any actual or suspected HIPAA Breach, including its reports to Covered Entity under Section 10.2 below. The Parties acknowledge and agree that 45 C.F.R. § 164.404 governs the determination of the date of discovery of a HIPAA Breach for Business Associate. In the event of any conflict between this Section 10.1, the Shared Systems Policies and Procedures and the HIPAA Requirements, the more stringent requirements shall govern.
- 10.2 Reporting of Breach of Unsecured PHI.** Business Associate will provide a written report to Covered Entity without unreasonable delay but in no even later than fifteen (15) calendar days after discovery of the actual or suspected HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. § 164.412 concerning law enforcement investigations. If it is determined by mutual agreement of both parties that the Security Incident of non-permitted Use or Disclosure constitutes a HIPAA Breach, Business Associate and Covered Entity shall follow the standards under the Breach Notification Regulations and the Shared Systems Policies and Procedures so that Covered Entity is provided with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.*
- 10.3 Notification of Breach of Unsecured PHI.** In compliance with the Shared Systems Policies and Procedures, Business Associate will cooperate with Covered Entity in meeting Covered Entity’s obligations with respect to such a HIPAA Breach.
- 10.4 Data Breach Notification and Other Similar Laws.** In addition to the requirements of Section 10.1 and Section 10.2 of this BAA and any other requirements set forth in the Transition Services Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under Louisiana’s database security breach notification law at Louisiana Revised Statutes 51:3071 *et seq.* (“State

Breach”) to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed or otherwise acquired by an unauthorized individual in violation of the State database breach notification law, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by the Louisiana Attorney General (or his respective agents); and (iii) assist with the implementation of any decision by Covered Entity or any State agency, including the Louisiana Attorney General (or his respective agents), or made by Covered Entity pursuant to the Shared Systems Policies and Procedures to notify individuals impacted or potentially impacted by a State Breach.

- 11 **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate and is the result of a Use or Disclosure of PHI by Business Associate that is not permitted in this BAA.
- 12 **Covered Entity Obligations.** Covered Entity will not ask Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Requirements and applicable state laws if undertaken by Covered Entity. Covered Entity will take reasonable steps to ensure on a continuing basis that all Disclosures of PHI made to Business Associate are permissible under the HIPAA Requirements, state laws, and the Shared Systems Policies and Procedures, and are not subject to restrictions that would make the Disclosure of an Individual’s PHI to Business Associate impermissible. Covered Entity will notify Business Associate of any specific or general restrictions on the Use or Disclosure of PHI submitted to Business Associate that Covered Entity has agreed to in accordance with 45 CFR 164.522, if such restrictions affect Business Associate’s permitted or required Uses or Disclosures.
- 13 **Indemnification.** Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against any third-party claims resulting in direct losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys’ fees actually incurred) (collectively, “Information Disclosure Claims”) arising from or related to the following occurrences as a result of Business Associate’s breach of its obligations herein: (i) the use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this BAA or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach and/or State Breach of Individually Identifiable Information for which Business Associate is responsible. If Business Associate assumes the defense of an Information Disclosure Claim against Covered Entity, Covered Entity shall have the right, at its expense, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity.

Covered Entity agrees to indemnify and hold harmless Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against any Information Disclosure Claims arising from or related to the following occurrences as a result of Covered Entity’s breach of its obligations herein: (i) the submission of Individually Identifiable Information (including PHI) to Business Associate in violation of the terms of the HIPAA Compliance Agreement of this BAA or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach and/or State Breach of Individually Identifiable Information for which Business Associate is responsible. If Covered Entity assumes the defense of an Information Disclosure Claim against Business Associate, Business Associate shall have the right, at its expense, to participate in the defense of such

Information Disclosure Claim. Covered Entity shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate.

Under no circumstances, however, will either Party be liable to the other for any indirect or consequential damages of any kind, including lost profits (whether or not the Parties have been advised of such loss or damage) arising in any way in connection with this Agreement.

**14 Term and Termination.**

**14.1 Term.** Subject to Section 14.2, the term of this BAA shall be the term of the Transition Services Agreement.

**14.2 Termination for Cause.** In addition to and notwithstanding the termination provisions set forth in the Transition Services Agreement, upon Covered Entity's knowledge of a material breach or violation of this BAA by Business Associate, Covered Entity shall either: (a) notify Business Associate of the breach in writing, and provide an opportunity for Business Associate to cure the breach or end the violation within thirty (30) calendar days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period to the satisfaction of Covered Entity, Covered Entity may immediately terminate this BAA upon thirty (30) calendar days written notice to Business Associate; or (b) upon thirty (30) calendar days written notice to Business Associate, immediately terminate this BAA if Covered Entity determines that such breach cannot be cured. Termination of this BAA for either of the two reasons set forth in this Section 14.2 shall be cause for Covered Entity to immediately terminate for cause the Transition Services Agreement pursuant to which Business Associate is entitled to create, receive, maintain, or transmit PHI for or on behalf of Covered Entity.

**14.3 Return or Destruction of PHI.** Upon termination of this BAA for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. If Covered Entity and Business Associate mutually agreed that return or destruction of PHI is not feasible, then Business Associate shall (a) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities; (b) return to Covered Entity the remaining PHI that the Business Associate still maintains in any form; (c) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains the PHI; (d) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible and subject to the same conditions set out in this BAA that applied prior to termination, for so long as Business Associate maintains such PHI, and (e) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities. Business Associate 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.

**15 Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this BAA, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall



give Covered Entity the right to terminate this BAA immediately for cause.

**16 State Privacy Laws.** Business Associate shall comply with Louisiana state laws governing the privacy and security of Individually Identifiable Information, including Personal Information and PHI, to the extent that such State privacy laws are not preempted by the HIPAA Requirements.

**17 Miscellaneous.**

**17.1 Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this BAA shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent (1) by personal delivery; (2) by electronic mail or facsimile with confirmation sent by certified or registered U.S. mail, return receipt requested; (3) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

To LSU: Health Care Services Division  
Attn: Chief Executive Officer  
P. O. Box 91308  
Baton Rouge, LA 70821-1308

With a copy to: Taylor Porter Brooks & Phillips, LLP  
P. O. Box 2471  
Baton Rouge, LA 70821-2471  
Attn: Health Care Partner

To SLHA: Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Hospital  
1701 Oak Park Boulevard  
Lake Charles, LA 70601  
Attention: President and CEO

With a copy to: Baker Donelson Bearman Caldwell & Berkowitz, PC  
Chase North Tower  
450 Laurel Street, 20th Floor  
Baton Rouge, LA 70801  
Attention: Dickie Patterson, Esq

**17.2 Equitable Relief.** Business Associate understands and acknowledges that any Disclosure or misappropriation of any PHI in violation of this BAA will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further Disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

**17.3 Survival.** The respective rights and obligations of the Parties under Sections 5, 8, 10, 11, 13, 14, 16, and 17, shall survive termination of this BAA.

**17.4 Amendment to Comply with Law.** The Parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the BAA may be required

to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the HIPAA Requirements, and other applicable state and federal laws and regulations relating to the security or confidentiality of PHI or Individually Identifiable Information. Upon the compliance date of any such applicable laws and regulations, this BAA shall automatically be amended such that this BAA remains in compliance with such laws and regulations.

- 17.5 No Third-Party Beneficiaries.** Nothing express or implied in the Transition Services Agreement, HIPAA Compliance Agreement, Master Collaborative Agreement, or BAA is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 17.6 Interpretation.** This BAA and the Transition Services Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA Requirements. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Requirements.
- 17.7 Conflicts.** Notwithstanding any of the foregoing, to the extent that any provisions of this BAA conflict with the provisions of the Transition Services Agreement, HIPAA Compliance Agreement, or Master Collaborative Agreement, the BAA shall control.
- 17.8 Regulatory References.** A reference in this Exhibit to a section of regulations means the section as in effect or as amended, and for which compliance is required.


[Signature Page to Follow]

**BUSINESS ASSOCIATE AGREEMENT**

THUS DONE AND SIGNED as of the Effective Date.

**SOUTHWEST LOUISIANA HOSPITAL  
ASSOCIATION**

**BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL  
COLLEGE**

By:   
Name: Charles P. Whitson  
Title: CFO

By: \_\_\_\_\_  
William L. Jenkins, Interim President of  
Louisiana State University System

Date: 6/23/2013

Date: \_\_\_\_\_

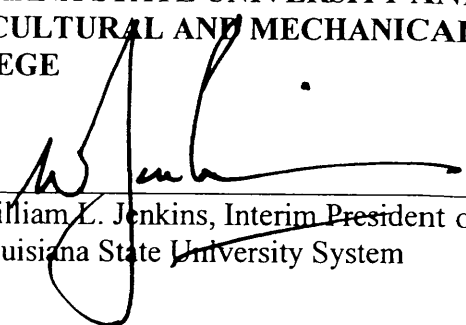
**BUSINESS ASSOCIATE AGREEMENT**

THUS DONE AND SIGNED as of the Effective Date.

**SOUTHWEST LOUISIANA HOSPITAL  
ASSOCIATION**

**BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL  
COLLEGE**

By: \_\_\_\_\_

By:  \_\_\_\_\_  
William L. Jenkins, Interim President of  
Louisiana State University System

Date: \_\_\_\_\_

Date: \_\_\_\_\_