

MASTER TRANSITION SERVICES AGREEMENT

This Master Transition Services Agreement ("Transition Agreement") is made and entered into

Louisiana State University and Agricultural and Mechanical College ("LSU"), acting through the

1.6 “PHI” has the meaning given to the term “Protected Health Information” under

the Standards for Privacy of Individually Identifiable Health Information, 45 CFR parts 160 and 164, Subparts A and E, including but not limited to, 45 CFR §164.501.

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.

- 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.     [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

forth in this Section 2 and the corresponding exhibits. Subject to the foregoing, the Parties agree  
that certain modifications or adjustments to the services provided by the Parties shall be made

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 C...

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) SLHA's request for continuation of C...

[Redacted text]

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... shall remain in effect as long as ...

[Redacted]

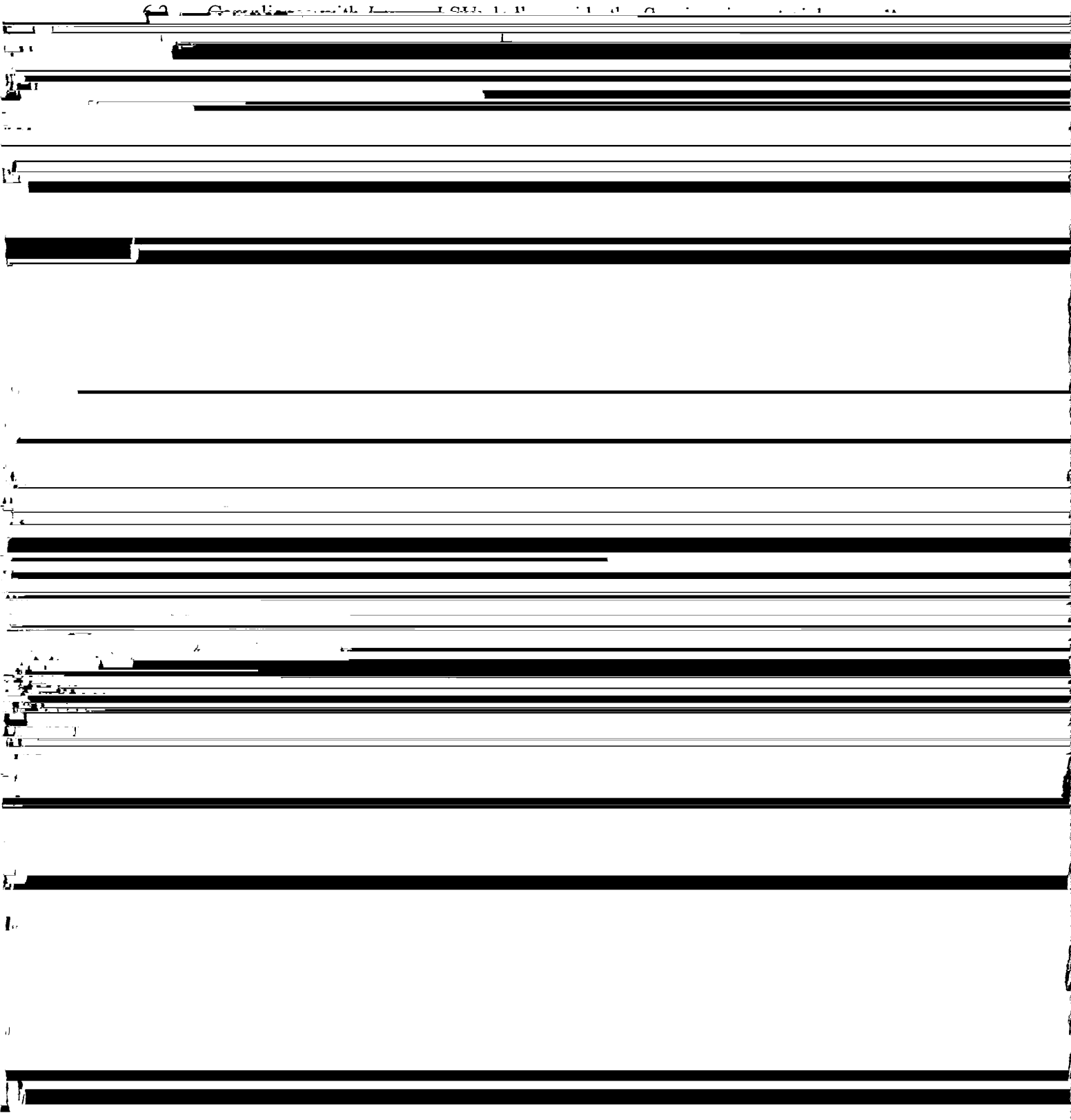
[Redacted]

4.7 Obligation for Service Fees. SLHA shall remain fully obligated to pay any and all

[Redacted]

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.





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

misconduct or gross negligence of SIHA or any of its employees officers or agents

[REDACTED]

[REDACTED]

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11. SECURITY MEASURES

11 ] Password, Restricted Access Consistent with the security requirements of 11

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

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.

If [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted]

[REDACTED]

made available to SLHA is not encrypted and therefore the sharing, exchanging, dissemination and/or transmission of PHI [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted]

[REDACTED]

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) [REDACTED]

Attachment C of the HIPAA Compliance Agreement. Barring any extenuating circumstances outside of the control of HCSD, [REDACTED]

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 [REDACTED]

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:

~~Peter Donahoe, Beaman Caldwell~~

with a copy to:

LSU System Office

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 shall be governed by the law of the State of California.

Agreement may be adjudicated only in a court, state or federal, having jurisdiction over it.

rights under this Transition Agreement to a purchaser of all or substantially all of SLUA's

business relating to the subject matter of this Transition Agreement, so long as such assignee



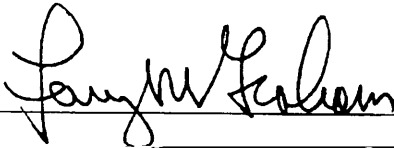
MASTER TRANSITION SERVICES AGREEMENT

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:

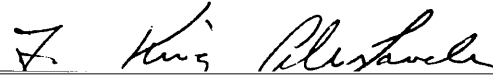


EXHIBIT A

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

			<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</li> </ul>	
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CE Radiology

-Electronic Patient  
Verification  
Medication

-Siemens Software and Support  
-patient management  
-patient accounting  
-electronic order entry  
-document imaging  
-resource scheduling  
-appointment

-ADT outbound to Ancillary Systems  
-Orders outbound to Ancillary Systems  
-Provider Inbound

-LSU/HSC HCSD E mail	-Venyu Data Center Costs -Network Connectivity to Data Center -Hosting for Exchange Server Mailbox servers Avamar backup custom	Business		
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EXHIBIT B

SUPPORT AND MAINTENANCE SERVICES

Support Services. The HCSD agrees to provide the following Support Services to SLHA to

the HCSD as Third Party Vendor for use in the Clinics for providing services to SLHA

EXHIBIT C

HEATING SERVICES

HCSD will continue to provide heating services to the Clinics that is reasonably consistent with



EXHIBIT D

THIRD PARTY VENDORS

Applied Statistics - MD Staff

GE RIS/PACS

Keenan - Demand

McKesson Pharmacy

CLIQ

Siemens

SunQuest

**EXHIBIT E**

**BUSINESS ASSOCIATE AGREEMENT**

See attachment.

# BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Covered Entity") and \_\_\_\_\_ ("Business Associate").

NOW THEREFORE in consideration of the mutual promises set forth in this D.A.A. and the Transit

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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. § 164.524

Business Associate shall remove information from Covered Entity's PHI as requested by Covered Entity

Associate will use HIPAA-compliant and commercially reasonable efforts to ensure that the

[REDACTED]

process that in the event any Individually Identifiable Information is lost, stolen, used, disclosed, and

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



giving Covered Entity the right to terminate this RAA immediately for cause

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 DAA

BUSINESS ASSOCIATE AGREEMENT

WISCONSIN BUSINESS ASSOCIATE AGREEMENT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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BUSINESS ASSOCIATE AGREEMENT

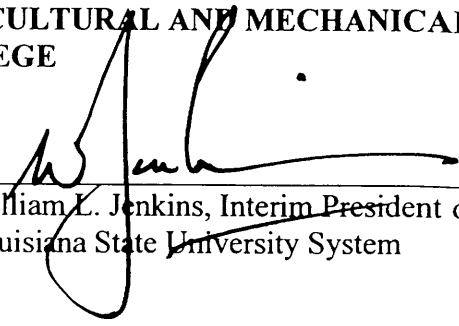
THUS DONE AND SIGNED as of the Effective Date.

**SOUTHWEST LOUISIANA HOSPITAL BOARD OF SUPERVISORS OF**

[REDACTED]

**AGRICULTURAL AND MECHANICAL  
COLLEGE**

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

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

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

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

**EXHIBIT F**

**HIPAA COMPLIANCE AGREEMENT**

**AGREEMENT FOR HIPAA COMPLIANCE**

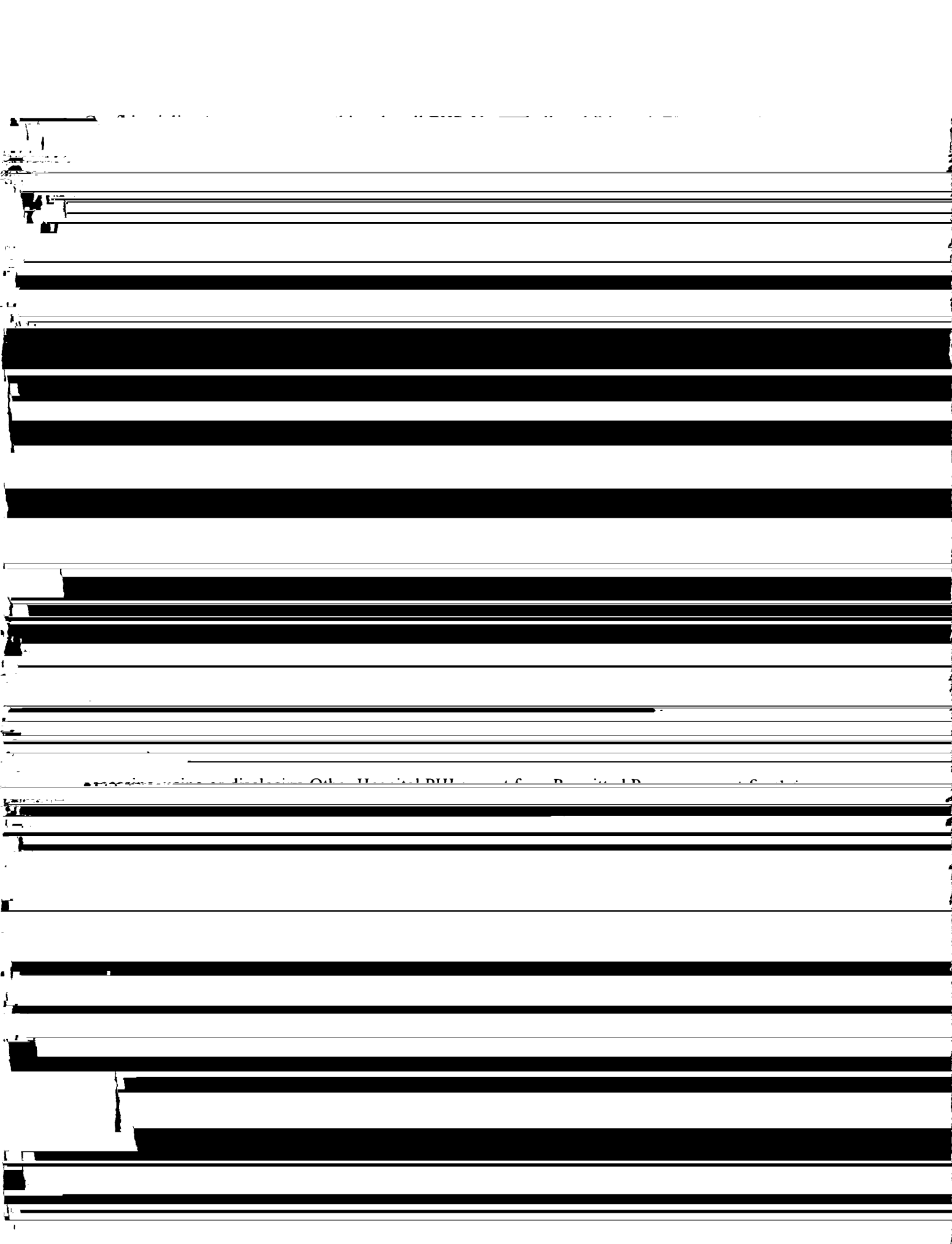
This Agreement for HIPAA Compliance ("*Agreement*") is entered into as of the \_\_\_\_ day of July, 2013, (the "*Effective Date*") by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("*LSU*"), a public constitutional corporation organized under the laws of the State of Louisiana, acting through its Health & ...

D. Upon completion of the Disaffiliation, the Partner Hospitals will no longer be managed by the LSU Health Care System; however, the LSU Hospitals, LAEE, and the Partner Hospitals shall continue to utilize the Shared Systems to host certain electronic information that

that are in their custody and control of the Partner Hospitals, in accordance with the TSA.

F. Pursuant to HIPAA, the Hospitals as Covered Entities under HIPAA shall

LAEE as a Business Associate (as defined by HIPAA) are each responsible for implementation of



Approved by: [Redacted] Date: [Redacted] Page: [Redacted]



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 LAAE as the case may be shall notify any other affected Hospital and LAAE 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, LAAE 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.

o In the event a Hospital contracts with a third party to secure services under this Agreement,

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 presented in one or more counterparts, each of which shall~~

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 ISEE I.A.F. or any

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**

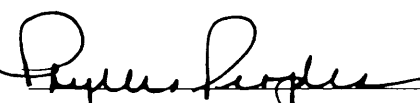
**AGREEMENT FOR HIPAA COMPLIANCE**

THUS DONE AND SIGNED as of the Effective Date.

**SOUTHERN REGIONAL MEDICAL BOARD OF SUPERVISORS OF**  
\_\_\_\_\_  
\_\_\_\_\_  
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**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, BOARD OF SUPERVISORS OF  
INC. LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL  
COLLEGE**


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

By: *F. King Alexander*

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

**AGREEMENT FOR HIPAA COMPLIANCE**

**UNIVERSITY HOSPITAL & CLINICS,  
INC.**

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

Date: 7.14.13, 2013

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

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

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

EXHIBIT F TO MASTER IT TRANSITION SERVICES AGREEMENT

AGREEMENT FOR HIPAA COMPLIANCE

THIS DONE AND SIGNED as of the Effective Date.

~~CONFIDENTIAL - SUBJECT TO THE TERMS OF THE UNDERLYING CONTRACT~~

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

THUS DONE AND SIGNED as of the Effective Date.



\_\_\_\_\_

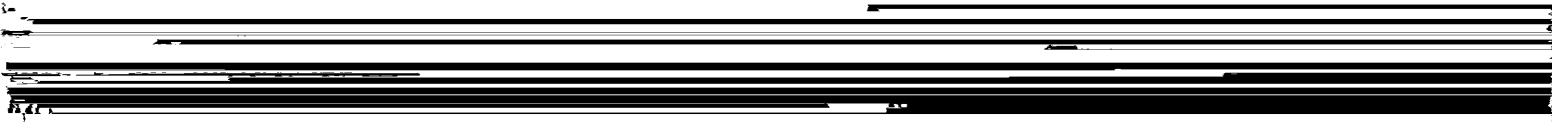




EXHIBIT F TO MASTER IT TRANSITION SERVICES AGREEMENT

AGREEMENT FOR HIPAA COMPLIANCE

THIS DONE AND SIGNED \_\_\_\_\_ Effective Date: \_\_\_\_\_

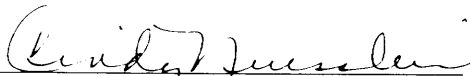
**EXHIBIT F TO MASTER IT TRANSITION SERVICES AGREEMENT**

**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:   
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

Leonard J. Uffert Medical Center

2. University Hospital and Clinics Inc. on behalf of the hospital currently known as

3. Southwest Louisiana Hospital Association on behalf of the outpatient clinics associated

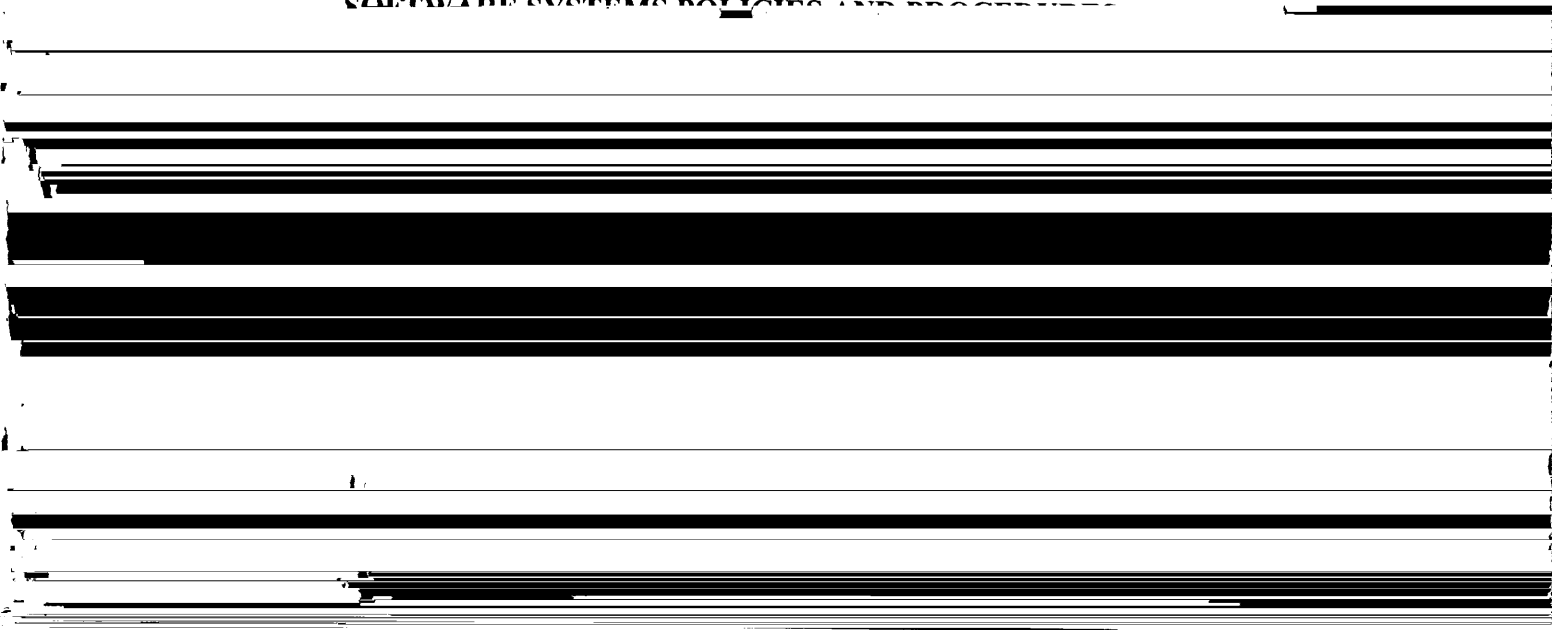
ATTACHMENT C

OTHER SHARED SOFTWARE SYSTEMS

Name	Description
EPIC	-Epic electronic health record
RIS-PACS (GE HEALTHCARE )	-GE Radiology Information System -PACS Radiology Imaging System
CHR	-In-house developed clinical inquiry system -results reporting system -medical coordination 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")

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

REVISED

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

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

*7/9/13*  
Date 7/9/13

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

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”)

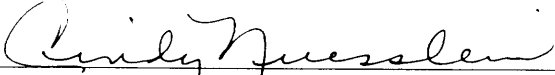
EFFECTIVE DATE: 2013

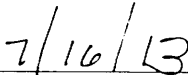
REVIEWED

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

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

Date

  
By: Cindy Nuesslein  
Title: Chief Executive Officer

  
Date



LSU HEALTH  
BATON ROUGE, LA

POLICY NUMBER:

CATEGORY:

CONTENT: Access to Shared EHR System and Other Shared Software

and External Affiliates Policies and Procedures (“Shared System Policies and Procedures” or “Policies and Procedures”)

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

REVISED  
REVIEWED

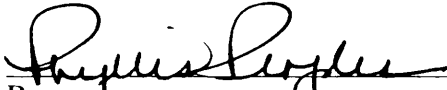
INQUIRIES TO: **LSU Health Communication and Coordination of Information Sharing**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
By  
Title

\_\_\_\_\_  
Date



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

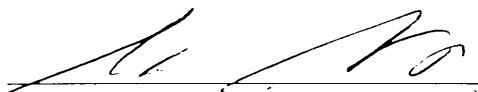
July 11, 2013  
Date

By:  
Title:  
University Hospital & Clinics, Inc.

Date

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

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
By: Gordon E. R. ... in  
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, Cerner, Siemens, Intellidat, RIS, PACS, Doss

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 2006 and implemented by the HHS "HIPAA" "HIPAA"

LSU Academic and Administration Entities ("LAAE") – The collective term for HCSD,

[REDACTED]

LSU Health – The entities participating in the Shared Systems (as defined below) include:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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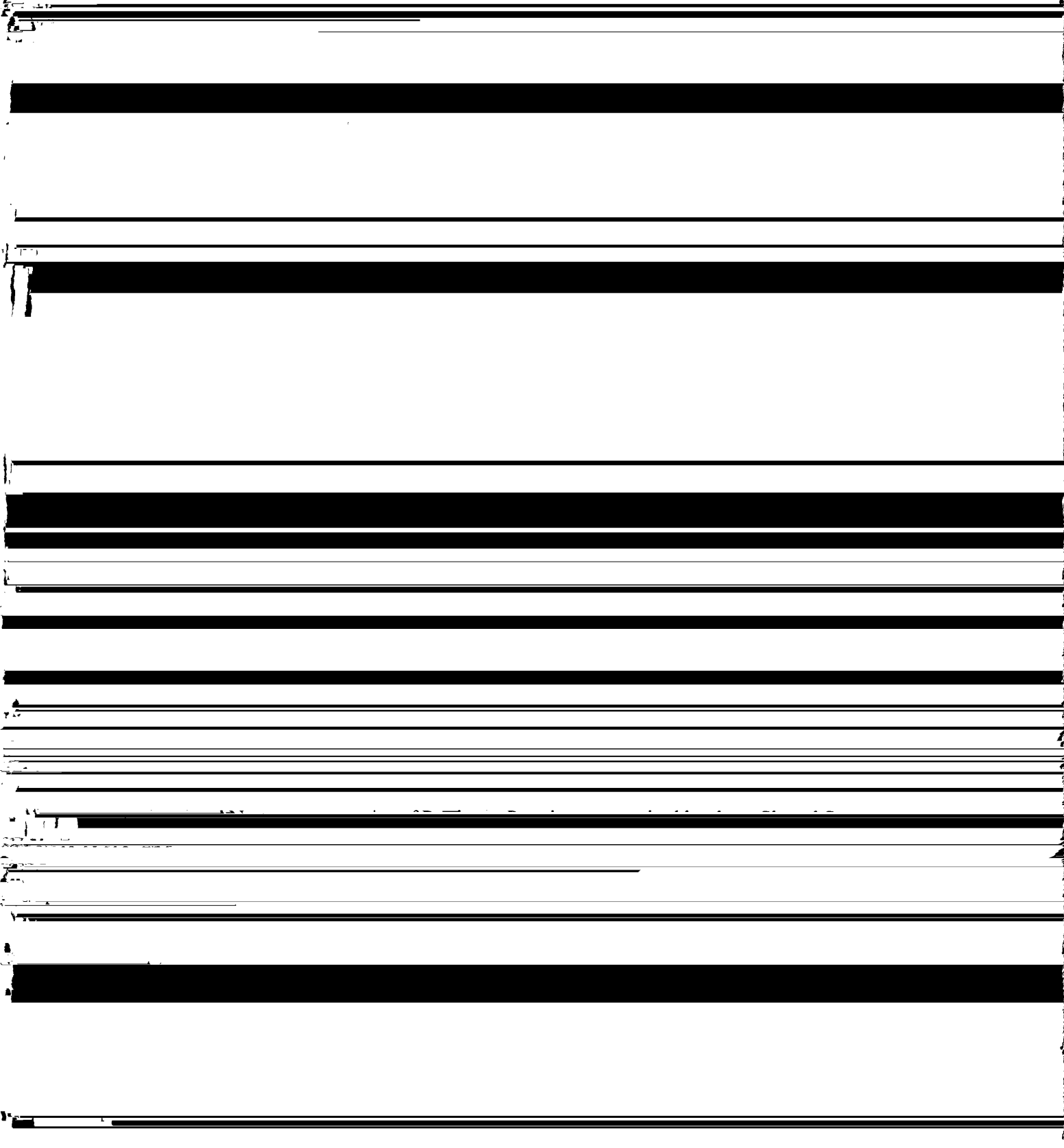
[REDACTED]

[REDACTED]

[REDACTED]

or Grantor Hospital if a treatment relationship exists and the ePHI is being accessed for

~~treatment, payment, or health care operations purposes and the patient has been notified by~~



Each Hospital CEO or his/her designee shall designate an individual who is responsible for

compliance with these guidelines with their Administrators, Medical Directors, and other staff





3 External Affiliate Confidentiality/Business Associate Agreement

Agreement ("External Affiliate Confidentiality Agreement") set forth as Attachment F to the HIPAA Compliance Agreement and a Business Associate Agreement (as applied)

Systems. Should an individual EHR User no longer need access to the Shared Systems

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 reporting period. The report

shall create a report to be sent to each LSU Hospital for review. D. [redacted]

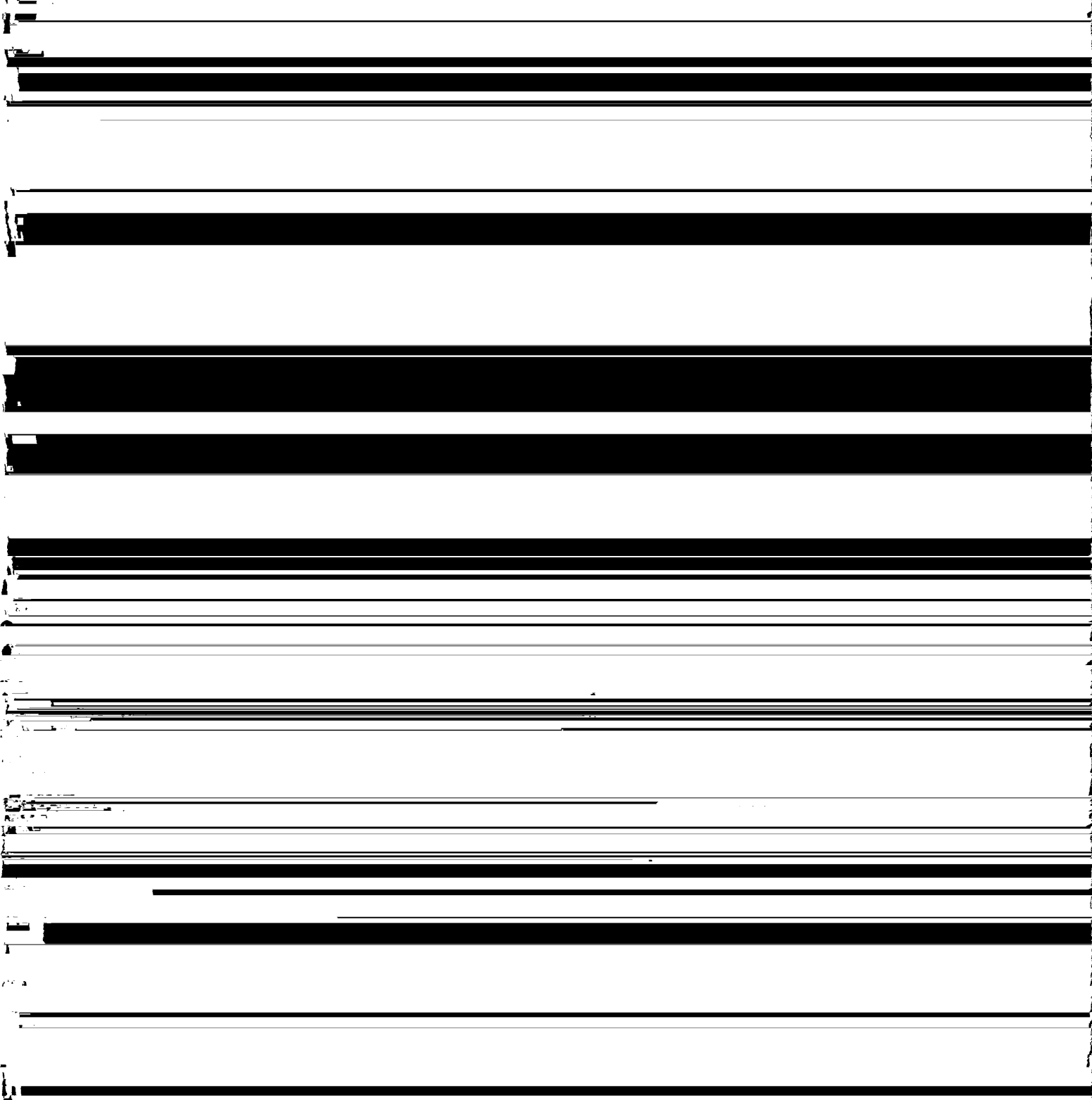
policies and procedures. If the External Affiliate is a Business Associate (as defined in HIPAA)

and is responsible for reporting the breach, the External Affiliate shall notify the Creator

**APPENDIX A**

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

In order to ensure that requests for access to the Shared Electronic Health Record System



APPENDIX B

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]





associated with

Name of LSU Health Partner Hospital

**LOGO**

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:

Readers

Notified:

\_\_\_\_\_

I attest that I have completed a review of access by employees/contractors of \_\_\_\_\_

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*

**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 Executive

- 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 needed EPIC course each individual user accepts EPIC Terms and Conditions

**ATTACHMENT E**

**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

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 certifies that it is a

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 LAHE or with the authorization of a patient, and subject to all terms of this Agreement.

c. You will not access or use any Other Hospital PHI that is not

what is permitted. Consent to use Commercial Information. 11/11/11 C. 11

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:

Directly from Hospital's Uncovered PHI as defined in 45 C.F.R. 164.402 of the Home Hospital

**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

through External Affiliate is attached hereto as Exhibit B, which list shall be updated as necessary to add or delete

**Exhibit A**

**EHR USER CONFIDENTIALITY AGREEMENT**

**Exhibit B**

Authorized EUP Users

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LAFF EXTERNAL AFFILIATE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into by and between

1

3. Notwithstanding Section 2, the Confidentiality Agreement shall permit EHR Users to

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

LAAE. 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

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## EHR USER CONFIDENTIALITY AGREEMENT



**Exhibit B**

Authorized EHR Users

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**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”),

Health Care Services Division (“HCSD”) (collectively “Business Associate”) and Southwest Louisiana Hospital Association (“Covered Entity”) each a Party and collectively the Parties

[REDACTED]

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.

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 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,

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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.



General F. A. [redacted] to terminate this DAA immediately for cause.

16 **State Privacy Laws.** Business Associate shall comply with Louisiana state laws governing the  
[redacted] Definition of Individually Identifiable Information, including Personal Information and

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.

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

THUS DONE AND SIGNED as of the Effective Date.

SOUTHWEST LOUISIANA HOSPITAL BOARD OF SUPERVISORS OF

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:

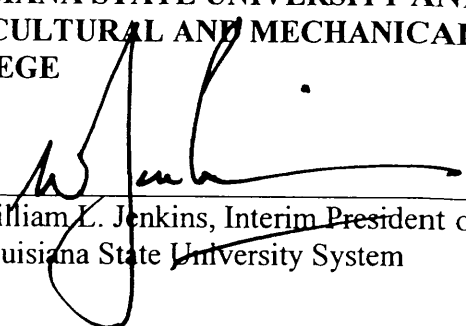
**BUSINESS ASSOCIATE AGREEMENT**

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: \_\_\_\_\_