

**Louisiana Health IT Resource Center
PRIORITY PRIMARY CARE PROVIDER
SERVICE LEVEL AGREEMENT**

Practice Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Practice NPI: _____ Practice TIN: _____

Individual authorized to commit practice:

Practice Primary Contact

Name: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

I. Agreement

a) Parties

The parties to this Service Level Agreement (hereinafter referred to as “SLA”) are Louisiana Health Care Quality Forum, a Louisiana non-profit corporation (LHCQF), the designated Regional Extension Center (REC) for Louisiana, (hereinafter referred to as “REC”) and _____ (hereinafter referred to as the “Practice”).

b) Effective Date

This SLA shall be effective upon execution and shall remain in effect until the earlier of: (1) the completion of the Scope of Services; (2) the Office of the National Coordinator for Health Information Technology (“ONC”) REC Cooperative Agreement with LHCQF has completed or ended; or (3) the termination of this SLA in accordance with Section VIII hereof.

c) REC Implementation Partners

The duties and obligations of REC hereunder may be performed, at the exclusive option of REC, by one or more independent third party contractors (“Partners”) selected jointly by REC and Practice from the list of approved Partners maintained by REC. If, at any time, Practice becomes dissatisfied with the Partner assigned to it by REC, it shall notify REC and the parties may mutually agree to a new selection from REC’s Partner list. Practice acknowledges that Partners are merely independent contractors of REC and have no relationship to REC other than contractual.

II. Scope of Services to be Provided by REC

a) Education - REC will disseminate appropriate information to the Practice concerning the effective strategies of meaningful use and shall assist the Practice in planning, project management, practice and workflow redesign, and Meaningful Use (as defined by CMS) of certified electronic health record (“EHR”) technology designed to improve quality and value of healthcare. REC will additionally conduct training events and programs for the Practice and its support staff, as needed.

b) Planning and Project Management - REC will provide a customized plan to identify those steps critical to achieving Meaningful Use of an EHR. REC will assist the Practice by identifying and establishing project milestone dates including Meaningful Use. REC project management support for the Practice will include, where necessary:

- individualized coaching, consultation, troubleshooting, and other activities reasonably required to assist the Practice;
- assess and enhance organizational support and adoption of health IT;
- assess and identify gaps in IT infrastructure;
- configure the software to reasonably meet practice needs and enable Meaningful use; and
- ensure adequate software training for all staff, and allow the Practice to track and adhere to implementation timelines.

c) Practice and Workflow Redesign - REC will provide support for Practice and Workflow Redesign identified as necessary to achieve Meaningful Use of EHRs. REC will work with the Practice and its vendor(s) to implement and troubleshoot the use of the EHR systems for the consistent documentation of essential clinical information in structured formats.

It is anticipated that REC will consult and assist the Practice in:

- instituting electronic administrative transactions;
- electronic prescribing;
- electronic laboratory ordering and resulting;
- sharing key clinical data across practice settings;
- providing patient access to their health information;
- public health reporting; and
- implementation of policies and practices that protect the privacy and security of personal health information.

d) Functional Interoperability and Health Information Exchange - REC will assist the Practice in connecting with available health information exchange infrastructure(s), including local health information exchange organizations and state-based shared utilities or directory services in compliance with applicable statutory and regulatory requirements, patient preferences, and state plans for health information exchange (HIE) developed and HHS - approved under cooperative agreements issued by ONC.

e) Privacy and Security Best Practices - REC will support the Practice in implementing best practices with respect to the privacy and security of personal health information, including:

- implementation and maintenance of physical and network security, access controls, disaster recovery, encryption and storage of backup media, human resources training and policies; and
- identification of state laws and regulatory requirements that impact privacy and security policies for electronic interoperable health information exchange.

The protection of PHI shall be and remain the responsibility of the Practice.

f) Progress Towards Meaningful Use - REC will assist the Practice by reviewing the utilization of the EHRs within the Practice, and providing appropriate feedback and support to improve low utilization of features essential for Meaningful Use (e.g. electronic prescribing). REC will also help the Practice to understand and implement technology and process changes needed to attain Meaningful Use requirements and demonstrate this attainment, as defined by the DHHS Secretary through existing or subsequently adopted Medicare or Medicaid regulations or guidance. Practice agrees to work with REC to achieve meaningful use no later than December 31, 2013.

III. Clinician and Practice Responsibilities

The Clinician(s) and Practice shall perform the following actions as part of this Agreement:

- Identify an appropriate EHR project team (including team leader and physician champion) who shall have sufficient time designated to work on EHR implementation, adoption, and Meaningful Use all as the tasks may require.
- Provide demographic indicators - Volume of patient visits; Patient population counts (by ethnicity when available), Demographic served: percent insured, uninsured, Medicare and Medicaid - in a format required by the REC. Said information shall include but is not limited to that information required per Attachment A.
- Shall take such steps as may be required to meet the agreed upon project milestone dates including “Meaningful Use” (see IIf)
- Upgrade and improve the use of any existing EHR system, all so as to reach the “meaningful use” requirements in a timely fashion (milestones).
- Communicate with REC on all agreed upon schedules, identify methods to evaluate progress and timely identify barriers, and address the same necessary to achieve the milestones.
- Complete required activities within the project plan.
- Immediately identify “problem” areas and set forth a plan of correction in conjunction with the REC.
- Provide access to the facility or the EHR team as may be required by the REC.
- Cooperate on the project plan and provide staff cooperation if requested.

IV. Compensation

The Parties recognize that the majority of the cost of direct technical services provided to priority primary care providers (“PPCP”) by the REC is subsidized by the REC’s Cooperative Agreement with the Office of National Coordinator, Department of Health and Human Services for 2010 and 2011. However, the Practice is required to pay a portion of the cost as outline in Attachment B - Standard Fee Schedule:

Number of Providers _____ Tier: _____ Supported / Nonsupported

Project will be capped at _____ hours

V. Billing Procedures

a) REC will submit an invoice to the Practice Primary Contact via email as designated above based on the Standard Fee Schedule (Attachment B) and the Summary of Fees in Section IV.

b) E-mail receipt will be electronically confirmed by REC.

c) Practice shall issue remittance to REC in remuneration for Services within 30 days of receipt of invoice. Payment should be submitted to REC at LHCQF, Attn LHIT Resource Center, 8550 United Plaza Blvd, Suite 500, Baton Rouge, LA 70809.

VI. Designation of Clinicians

REC will provide the services listed in this agreement to the Clinicians named in Attachment A (section C - Provider Level Detail).

VII. Miscellaneous

a) The work of this contact is conducted in accordance with the Cooperative Agreement under grant #90RC0049/01 with the Office of the National Coordinator for Health Information Technology.

b) REC warrants that it carries liability insurance of at least \$1,000,000 per claim and \$1,000,000 in the aggregate. REC agrees to provide the Practice with a copy of the following if requested: professional liability insurance.

c) REC personnel assigned to this project will implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of protected health information and shall comply with privacy and security rules and regulations in accordance with the Health Information Portability and Accountability Act of 1996 (“HIPAA”), and Health Information Technology for Economic and Clinical Health Act, 45 CFR Part 160 and Part 164, and as described in Attachment C - Business Associate Agreement.

d) In accordance with 45 CFR Section 164.308, “Attachment C - Business Associate Agreement” is incorporated as part of this Service Agreement.

VIII. Term and Termination

REC and Practice agree that the terms of this Agreement will automatically end upon:

- a) Completion of the services as set forth in Paragraph II to assist Practice to achieve Stage 1 Meaningful Use or, may be terminated by REC for cause due to Practice's breach of the terms of Paragraph III, which breach is not cured within thirty (30) days of notice to Practice thereof.
- b) ONC REC Cooperative Agreement with LHCQF has completed or ended.
- c) Either Party may terminate this Agreement following the initial 90 days of the execution of this Agreement and upon written notice to the other party within 120 days of execution of this Agreement.
- d) REC may terminate this Agreement upon ten (10) days written notice of default for failure to pay the required compensation pursuant to Paragraph IV of this Agreement.

Any termination of this Agreement due to breach of the terms of Paragraph III, or at any time after 120 days from execution of this Agreement (howsoever occasioned) shall constitute completion of services by REC and Practice shall be liable for the entire compensation due hereunder according to Paragraph IV.

IX. No Representations of Warranties

REC makes no representations or warranties as to equipment or services which Practice may purchase from an approved vendor or supplier. Practice shall look solely to said vendor or supplier for any defect or breach of any warranty or implied warranty including but not limited to fitness for a particular purchase.

X. Choice of Law

This contract and any disputes arising out of said contract shall be subject to the laws of the State of Louisiana. The parties agree that the venue for any dispute shall be East Baton Rouge Parish, Louisiana.

XI. Entire Agreement

This document reflects the entire agreement of the parties and all prior oral representations or agreements shall be deemed to be incorporated herein.

XII. Cross Indemnification

Each party shall be solely responsible for all claims of any nature arising out of their respective wrongful act, negligence, breach of statutory or regulatory requirements, or breach of contract and shall hold harmless and indemnify the not at fault party from all such claims and all costs associated thereto including reasonable attorney fees arising therefrom.

XIII. Arbitration of Disputes

The parties hereto agree that any claim, controversy, or dispute arising out of interpretation and/or enforcement of the terms and provisions of this Agreement (“Disputes”) shall be subject to binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association (“AAA”). The parties agree that in the event a Dispute shall arise, the party initiating the Dispute shall provide written notice of said Dispute to the remaining party. Said notice shall set forth the nature of the Dispute and identify all witnesses and documents to said Dispute relied upon by said party. The responding party shall, within (10) days thereafter, respond in writing to said Dispute and identify any witnesses and documents relied upon by the responding party. The parties shall then promptly submit the Dispute to mediation with each party represented at the mediation by a Vice President (or equivalent representative) having full settlement authority. In the event that mediation does not resolve the Dispute, then the parties shall submit said Dispute to binding arbitration. The parties may select a sole arbitrator or if unable to do so, each shall choose an arbitrator within twenty (20) days of the closure of the mediation. The two arbitrators shall select a third independent arbitrator. Arbitration shall be conducted according to the commercial rules of the AAA but is not required to be administered by AAA. The parties will equally share any advanced expenses required prior to arbitration. The arbitration panel may, however, award costs, fees, and expenses as it deems appropriate. Arbitration shall be held in the State of Louisiana, at a site to be selected by the arbitrators. The decision of the arbitrators shall be final.

VIV. Notice

Any notice, desired or necessary hereunder, shall be given in writing and either hand-delivered, facsimile transmitted, delivered via a recognized overnight courier service, or mailed with proper postage prepaid, certified, return-receipt requested. If hand-delivered, facsimile transmitted, or delivered via a recognized overnight courier service, any such notice shall be effective upon delivery. If mailed, such notice shall be effective on the second business day following mailing. Notice to parties hereto shall be to the address below or such successor address as may be specified by notice hereunder. The addresses are as follows:

NOTICE TO REC:

REC Program Manager
Louisiana Health IT Resource Center
8550 United Plaza Blvd., Suite 500
Baton Rouge, LA 70809

NOTICE TO PRACTICE:

Address: _____

City: _____ State: _____ Zip: _____

The parties have executed this Service Level Agreement as of the date first set forth below.

PRACTICE:

By: _____

Print Name: _____

Authorized Practice Representative

Date: _____

REC:

LOUISIANA HEALTH CARE QUALITY FORUM

By: _____

Print Name: _____

Authorized REC Representative

Date: _____

**Attachment A
Practice Demographic Indicators**

The following list of information is requested of the Practice by the Regional Extension Center (LHIT RESOURCE CENTER) to fulfill contractual obligations as part of the co-operative agreement with the Office of the National Coordinator for Health Information Technology (ONC).

A. **Entity Level** (Each organization will have the following information, which should be the same for all providers and sites that are being listed)

Organization Name:	
Entity Tax ID:	
Group NPI:	
Type :	
Primary Business Mailing Address:	
Street Address:	
City:	
State:	
Zip Code:	-
Telephone Number:	() -
Fax Number:	() -

The following may be estimated if actuals are not known –

# of patient encounters per year	
# of unique patients per year	
% of patients on Medicaid	%
% of patients on Medicare	%
% of patients on managed care	%
% of patients on private insurance	%
% of patients uninsured	%

Existing EHR System: _____ **Version:** _____

EHR Go-Live Date: ____ / ____ / ____ **Type (SaaS/Client-Server):** _____

Skip to section C if entity does not have more than one site or location.

B. **Site Level Detail** (One location should be identified for every site in the entity that is identified as a primary location where a provider operates. Skip this section if entity does not have more than one site or location.)

Site #1 Information – Site Name: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____ - _____

Telephone Number: () - _____

Fax Number: () - _____

Site #2 Information – Site Name: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____ - _____

Telephone Number: () - _____

Fax Number: () - _____

Site #3 Information – Site Name: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____ - _____

Telephone Number: () - _____

Fax Number: () - _____

Site #4 Information – Site Name: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____ - _____

Telephone Number: () - _____

Fax Number: () - _____

Add additional page if more than 4 sites.

**Attachment B
Standard Fee Schedule**

TIER 1 - No Certified EHR Previously Adopted

SUPPORTED CERTIFIED EHR VENDORS

# of providers	Cost per provider	Total for Practice	Hour Cap for Project*
1	\$ 1,250	1,250	100
2	\$ 750	1,500	105
3	\$ 600	1,800	110
4	\$ 500	2,000	115
5	\$ 450	2,250	120
6	\$ 425	2,550	130
7	\$ 400	2,800	135
8	\$ 375	3,000	140
9	\$ 350	3,150	145
10	\$ 325	3,250	150

CERTIFIED EHR VENDORS

# of providers	Cost per provider	Total for Practice	Hour Cap for Project*
1	\$ 1,750	1,750	110
2	\$ 800	1,600	115
3	\$ 700	2,100	120
4	\$ 550	2,200	125
5	\$ 500	2,500	130
6	\$ 450	2,700	140
7	\$ 425	2,975	145
8	\$ 400	3,200	150
9	\$ 375	3,375	155
10	\$ 350	3,500	160

Payment Structure

- 10% due at contract signing
- 25% due at EHR Vendor contract
- 25% due at Go Live
- 40% due at achieving Meaningful Use

TIER 2 - Certified EHR Previously Adopted but Not Implemented

SUPPORTED CERTIFIED EHR VENDORS

# of providers	Cost per provider	Total for Practice	Hour Cap for Project*
1	\$ 750	750	75
2	\$ 450	900	80
3	\$ 350	1,050	85
4	\$ 300	1,200	90
5	\$ 250	1,250	95
6	\$ 225	1,350	110
7	\$ 225	1,575	115
8	\$ 200	1,600	120
9	\$ 200	1,800	125
10	\$ 200	2,000	130

CERTIFIED EHR VENDORS

# of providers	Cost per provider	Total for Practice	Hour Cap for Project*
1	\$1,000	1,000	80
2	\$ 550	1,100	90
3	\$ 400	1,200	95
4	\$ 350	1,400	100
5	\$ 300	1,500	105
6	\$ 275	1,650	120
7	\$ 250	1,750	125
8	\$ 225	1,800	130
9	\$ 225	2,025	135
10	\$ 225	2,250	140

Payment Structure

35% due at contract signing

25% due at Go Live

40% due at achieving Meaningful Use

**TIER 3 - Certified EHR Previously Adopted and Implemented –
Meaningful Use Gap Analysis**

SUPPORTED CERTIFIED EHR VENDORS

# of providers	Cost per provider	Total for Practice	Hour Cap for Project*
1	\$ 500	500	40
2	\$ 400	800	45
3	\$ 300	900	50
4	\$ 250	1,000	55
5	\$ 225	1,125	60
6	\$ 200	1,200	75
7	\$ 175	1,225	80
8	\$ 160	1,280	85
9	\$ 150	1,350	90
10	\$ 140	1,400	95

CERTIFIED EHR VENDORS

# of providers	Cost per provider	Total for Practice	Hour Cap for Project*
1	\$ 550	550	50
2	\$ 425	850	55
3	\$ 325	975	60
4	\$ 275	1,100	65
5	\$ 250	1,250	70
6	\$ 225	1,350	85
7	\$ 200	1,400	90
8	\$ 175	1,400	95
9	\$ 160	1,440	100
10	\$ 150	1,500	105

Payment Structure

50% due at contract signing

50% due at achieving Meaningful Use

* Additional Hours are available at a cost of \$100/hour.

Attachment C
Business Associate Addendum

On this ___ day of _____, 20___, the undersigned _____ (“Covered Entity”) and Louisiana Health Care Quality Forum, d/b/a Louisiana Health IT Resource Center (“Business Associate”), enter into this Business Associate Addendum (“Addendum”).

1. Introduction: Covered Entity is subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and the Federal Trade Commission Identity Theft Red Flag Rule (16 CFR 681.1) (collectively, the “Rule”). Business Associate is subject to 45 CFR Sections 164.308, 164.310, 164.312, 164.316 and 164.504(e). Covered Entity and Business Associate have entered into a contract (“Contract”) under which Business Associate provides, for or on behalf of Covered Entity, certain products and/or services (“Covered Services”) and, in the process, uses, discloses, creates or receives individually identifiable health information which is protected under the Rule (“PHI”). As a result, Covered Entity and Business Associate enter into this Addendum in order to comply with the Rule, and particularly 45 CFR 164.502.

2. Uses and Disclosures of PHI:

(A) Except as provided in Paragraph 3, Business Associate is permitted and/or required to use and disclose the PHI it obtains pursuant to the Contract and/or in the process of furnishing the Covered Services, only as described in in the Contract or this Addendum (“Permitted Uses and Disclosures”). Business Associate is prohibited from any use or disclosure beyond the Permitted Uses and Disclosures without written permission of Covered Entity according to its current policy, a copy of which is available to Business Associate upon request. Business Associate is specifically prohibited from any use or disclosure of the PHI that would violate the requirements of the Rule, if done by the Covered Entity.

(B) Attached hereto and made a part hereof is Covered Entity’s Notice of Privacy Practices as required by 45 CFR §164.520. Business Associate shall comply with any obligations and restrictions on the use, disclosure or request for PHI contained therein that are applicable to it. Further, Business Associate shall comply with any additional restriction on such use or disclosure granted by Covered Entity.

3. Other Permitted Uses and Disclosures: Notwithstanding Paragraph 2, Business Associate may use the PHI:

(A) to perform data aggregation services (as permitted by 45 CFR § 164.504(e)(2)(i)(B)) or the creation of a limited data set (as described in and limited by 45 CFR § 164.514(e)) if included in the Covered Services;

(B) to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1);

(C) for a use that is necessary for the proper management and administration of Business Associate or to carry out its legal responsibilities; and

(D) for a disclosure that is necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, but only if:

- (i) The disclosure is required by law; or
- (ii) Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

4. Other Obligations of Business Associate: In addition to the foregoing, Business Associate shall, with regard to the PHI:

(A) Not use or further disclose the PHI other than as permitted or required by the Contract (as modified by this Addendum), by the individual as permitted or required by the Rule, or as required by law;

(B) Implement administrative, physical, and technical safeguards that prevent use or disclosure of the information other than as provided for by the Contract (as modified by this Addendum) and reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of Covered Entity

(C) Promptly, but not in any case later than thirty days from discovery, report to Covered Entity any security incident of which it becomes aware and any other use or disclosure of the information not provided for by the Contract (as modified by this Addendum) of which it becomes aware, have in place procedures to mitigate any harmful effects from the inappropriate use or disclosure, and mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of this Addendum. Further, to the extent that such unauthorized use or disclosure constitutes a breach within the meaning of the 42 USC 17921(1):

(1) The business associate shall notify Covered Entity' of the breach without unreasonable delay but in no case later than 60 calendar days after the first day on which such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of the business associate.

(2) The notification to Covered Entity shall include, to the extent possible, (1) the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the business associate to have been, accessed, acquired, used, or disclosed during the breach; (2) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (3) a description of the types of unsecured protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); (4) any steps individuals should take to protect themselves from potential harm resulting from the breach; and (5) a brief description of what the business associate is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches.

(D) Ensure that any agents, including a subcontractor, to whom it provides the PHI agrees in writing to the same obligations, terms, restrictions and conditions that apply to Business Associate under this Addendum. This provision shall not, however, be deemed to provide Business Associate with a right to assign or subcontract its responsibilities, except as specifically provided in the Contract.

(E) In the event of a request by the individual pursuant to the Rule (45 CFR §164.524 and 42 USC 17935(e)) for access to PHI in a designated record set in the possession of Business Associate, at the option of Covered Entity either promptly make the PHI available directly to the individual or make the PHI available to Covered Entity for the purpose of providing access to the individual, according to Covered Entity's current written policy (a copy of

which will be made available to Business Associate upon request). If the PHI requested is part of Covered Entity's electronic health record, upon request of the individual the copy will be provided in an electronic format and, if the individual chooses, it will be directed to an entity or person designated by the individual, provided that said request is clear, conspicuous, and specific. Charges made by Business Associate for such access shall be limited to the amount provided in the Rule;

(F) In the event of a request by the individual pursuant to the Rule (45 CFR §164.526) to amend PHI in a designated record set in the possession of Business Associate, at the option of Covered Entity either promptly comply with the applicable provisions of the Rule or make the PHI available to Covered Entity for amendment according to Covered Entity's current written policy (a copy of which will be made available to Business Associate upon request). In the event that the amendment is accepted by Business Associate pursuant to Covered Entity's current written policy, communicate same to Covered Entity. In the event that Covered Entity accepts the amendment, incorporate said amendments to the PHI maintained by Business Associate as required by the Rule;

(H) Maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six years after the date of such disclosure, provided however that the obligation to maintain data on disclosures of PHI from electronic health records for treatment, payment and healthcare operations ("EHR Disclosures") shall only begin (i) on January 1, 2014, if Covered Entity had an electronic health record on or before January 1, 2009, or (ii) on January 1, 2011, if Covered Entity's electronic health record was implemented after January 1, 2009. In the event of a request for an accounting of disclosures pursuant to the Rule (45 CFR §164.528 and 42 USC 17935(c)), at the option of Covered Entity, either provide the disclosure as required therein or make that data available to Covered Entity according to Covered Entity's current written policy;

(I) Provide to Covered Entity promptly upon request such information in Business Associate's possession that is required by Covered Entity to make disclosures required or permitted by law, including but not limited to disclosures required by subpoenas and court orders;

(J) Make its internal practices, books, and records relating to the use and disclosure of the PHI available to the Secretary for purposes of determining the Covered Entity's compliance with the Rule;

(K) At termination of the contract, to the extent feasible, recover all PHI in the possession of its agents and subcontractors and return or destroy all of the PHI that the Business Associate still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the Contract (as modified by this Addendum) to the remaining PHI and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

(L) Remain knowledgeable of the requirements applicable to Business Associates under the Rule and provide appropriate education and training to employees, officers, directors, agents, and contractors to ensure their knowledge of and compliance with those provisions.

(M) Not receive anything of value in exchange for the use or disclosure of protected health information except as permitted by 42 USC 17935(d) and Covered Entity.

(N) Not receive anything of value in exchange for communication about a product or service that encourages the recipients of the communication to purchase or use the product or service when such communication is prohibited by 42 USC 17935(d), other applicable regulations, or this Agreement.

(O) Use and disclose only the minimum amount of protected health information necessary for the task at hand. To the extent possible, such minimum amount shall be the limited data set as provided in 45 CFR 164.514(e).

5. Obligations of Covered Entity:

(A) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(B) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

(C) Covered Entity shall notify Business Associate of any change to its Notice of Privacy Practice required by 45 CFR §164.520 that would affect Business Associate's compliance herewith.

6. Term: This Addendum shall become effective on April 1, 2010 and, except as hereinafter provided, shall remain in force and effect until the last of the PHI is returned to Covered Entity or destroyed. Notwithstanding the forgoing, the rights and obligations provided by Sections 4(J), 12(B), 12(D), and 4 (to the extent that Business Associate has not returned or destroyed any portion of the PHI) shall survive indefinitely.

7. Termination of Contract: Notwithstanding any provision of the Contract to the contrary regarding term or termination, as hereinafter provided Covered Entity is authorized to immediately terminate the Contract if it determines that Business Associate has violated a material term of this Addendum (a "Privacy Breach").

(A) If it is possible to cure the Privacy Breach, upon learning of a Privacy Breach, unless Covered Entity reasonably believes that Business Associate has already cured the Privacy Breach (i.e., has remedied the condition leading to or causing the Privacy Breach), Covered Entity shall give written notice thereof ("Notice") to Business Associate at the address listed in the Contract.

(B) If it is not possible to cure the Privacy Breach, or if Covered Entity has not received satisfactory assurances within ten (10) days of the date of the Notice that Business Associate has cured the Privacy Breach, then Covered Entity shall immediately terminate the Contract if, in Covered Entity's sole discretion, it determines that termination is feasible. If Covered Entity determines that termination is not feasible, it shall immediately report the problem to the Secretary of the Department of Health & Human Services.

8. Conflicting provisions: In the event that any requirements or provisions of this Addendum should be in conflict with any requirements or provisions of the Contract, the requirements or provisions of this Addendum shall control.

9. Changes required by law: The parties hereto have acknowledged that this Addendum is entered into in order to comply with the requirements of the Rule. In the event that the provisions or interpretation of the Rule are materially changed, or in the event that other law is enacted or interpreted which materially effects the terms of this Addendum, the parties agree to enter into a mutually acceptable amendment to this Addendum, on or before the effective date of that change, to bring the terms hereof into compliance therewith.

10. Definitions: As used in this Addendum, terms have the meanings set forth in the Rule.

11. Miscellaneous:

(A) **Ownership of PHI:** The PHI to which Business Associate has access under the Contract or this Addendum shall be and remain the property of Covered Entity.

(B) Indemnification: Each party to this Addendum shall indemnify and hold the other harmless from any and all liability, damages, costs and expenses, including attorneys fees and costs of defense, resulting from the action or omission of the other party.

(C) Injunctive Relief: Notwithstanding any rights or remedies provided for in this Addendum, Covered Entity retains all rights to seek injunctive relief to prevent or stop the inappropriate use or disclosure of PHI directly or indirectly by Business Associate.

(D) No Third Party Beneficiaries: Nothing in this Addendum is intended to confer upon or create in, nor shall anything herein confer upon or create in, any person other than the parties and their successors and assigns, any rights, remedies, obligations, or liabilities whatsoever.

(E) Choice of Law: This Addendum shall be governed by the laws of the State of Louisiana.

(F) Attorneys Fees: If any legal action or other proceeding is brought for the enforcement of this Addendum or in connection with any of its provisions, the prevailing party shall be entitled to an award for the attorneys fees and costs incurred therein in addition to any other right of recovery.

(G) Amendment: No amendment or other change to this Addendum shall be effective unless reduced to writing and signed by both parties hereto.

(H) Severability: In case any one or more of the provisions contained in this Addendum shall be invalid, illegal, or enforceable in any respect, the validity, legality, and unenforceability of the remaining provisions contained in this Addendum shall not be in any way affected or impaired.

(I) Facsimile Signatures: This Addendum may be executed and transmitted to the other party by facsimile, email or similar transmission technology and such copies shall have the same force and effect as the original.

THUS DONE AND SIGNED on the date first written above.

Witnesses:

Covered Entity:

By: _____
Title: _____

Witnesses:

Business Associate:

**Louisiana Health Care Quality Forum, d/b/a
Louisiana Health IT Resource Center**
By: _____
Title: _____