

MASTER TRANSITION SERVICES AGREEMENT

This Master Transition Services Agreement (“Transition Agreement”) is made and entered into as of April 15, 2013, 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 (the “Division”) and Our Lady of the Lake Hospital, Inc. (“OLOL”).

WHEREAS, OLOL, LSU, State of Louisiana, Division of Administration, and State of Louisiana, Department of Health and Hospitals are parties to that certain Cooperative Endeavor Agreement dated February 5, 2010, as recently amended by the parties thereto (the “CEA”), whereby OLOL has agreed to provide specified healthcare operations and services through the Existing Outpatient Facilities and the LSU Urgent Care Clinic locations (collectively the “Clinics”) associated with Earl K. Long Medical Center;

WHEREAS, OLOL 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 Division to provide certain specified transition services to OLOL during this transition period;

WHEREAS, the Division currently provides various information technology and related services to the Clinics and various hospitals that have been operating under the direction and control of LSUHSC-NO and the Division and is willing, pursuant to the CEA and the transactions contemplated therein, to continue providing certain such services to the Clinics 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 the Division by Third Party Vendors that is provided to OLOL for use in the Clinics pursuant to this Transition Agreement.

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 the Division 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 Division 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	Security Services

2. TRANSITION SERVICES

2.1 Information Technology Services. During the Transition Period, the Division will provide the Clinics the information technology services described on Exhibit A and attached hereto (collectively, the "IT Services"). OLOL 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 Division 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 Division will provide the Clinics the hosting services described on Exhibit C and attached hereto (collectively, the "Hosting Services"). OLOL 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 Division 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 Division may subcontract all or any part of the Services to be provided hereunder. If at any time during the Transition Period, OLOL 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 Division 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, OLOL agrees and acknowledges: (i) the Division has previously provided the Services to the Clinics and certain hospitals under the control and direction of LSU and the primary purpose of this Transition Agreement is to transition these existing Services, as is, to OLOL; and (ii) the Division shall only provide, and is only agreeing to provide, to OLOL such Services as has been previously provided by the Division to the Clinics while under the control and direction of LSU. Subject to the foregoing, the Parties agree that certain modifications or adjustments to the

services previously provided to the Clinics by LSU will be implemented to address certain special needs of OLOL and the Parties shall fairly negotiate to equitably account for these adjustments, as reasonably appropriate under the circumstances.

2.6 Cooperative Endeavor Agreement. OLOL 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. OLOL 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 Security Services. During the Transition Period, OLOL agrees to provide to LSU the Security Services described on Exhibit F (the "Security Services").

3. THIRD PARTY CONTRACTS

3.1 Existence of Third Party Contracts and Other Agreements. OLOL 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 Division would otherwise seek to immediately terminate the Third Party Contracts and other agreements and/or allow them to immediately expire were it not for OLOL's need and desire for the Division 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 OLOL's request for continuation of Services by the Division 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 OLOL as being essential to the continued on-going healthcare services and operations of the Clinics.

3.2 Liability Under Third Party Contracts. OLOL agrees and acknowledges that LSU and OLOL have agreed for LSU to provide Services to OLOL by generally continuing operations under the Third Party Contracts during the Transition Period for and on behalf of OLOL with the general objective of redirecting LSU's existing obligations under the Third Party Contracts to

OLOL 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. OLOL agrees to fully 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 OLOL 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. OLOL agrees and acknowledges: (i) the various third party software, services and technology licensed to the Division 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 OLOL 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.

4.3 Termination. LSU or OLOL may cancel any portion of the Services by providing thirty (30) days advance written notice, in which case OLOL will no longer be obligated to pay the service fees for such cancelled services as provided on Exhibit A, subject the requirement that OLOL shall be solely responsible for payment of any fees, charges or penalties charged by any Third Party Vendor for early termination of their Third Party Contract and OLOL shall indemnify and hold LSU harmless from any such fees, charges or penalties that are chargeable solely as a result of OLOL's decision to cancel such Services prior to expiration of the Transition Period.

4.4 Cooperation. Each of the Parties hereto agrees to cooperate with the other in connection with the 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 OLOL to take over the Services provided hereunder. Any obligations of LSU hereunder are conditioned on (i) receiving timely written request from OLOL for the transition assistance contemplated hereunder, and (ii) OLOL 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.

4.7 Obligation for Service Fees. OLOL 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 OLOL to LSU for each of the Services provided hereunder shall be (i) the amounts listed in Exhibit A for IT Services; (ii) the amounts listed in Exhibit B for Support Services; and (iii) the amounts listed in Exhibit C for Hosting Services in each case reduced for any IT services, Support Services or Hosting Services that are cancelled pursuant to Section 4.3. The fees to be paid by LSU to OLOL for the Security Services provided hereunder shall be the amounts listed in Exhibit F for the Security Services. All such fees shall be billed on a monthly basis by submission of monthly billing invoices to the other party setting forth the amount of fees for the services rendered as described above. OLOL shall make payments in respect of any such invoice, net of the amount due from LSU for Security Services, within thirty (30) days after the date of receipt of such invoice.

5.2 Others Charges. In the event OLOL 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 OLOL to LSU in connection with any such unanticipated charges, expenses and/or supplemental services.

5.3 Past Due Fees. Any and all fees payable to LSU hereunder shall accrue interest at the rate of the official cash rate plus 1.5% per annum calculated monthly, from the due date

until paid. All payments to be made by OLOL 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 OLOL. Where any fees owed to LSU are more than two (2) months overdue (except for any invoice subject to a genuine dispute), LSU shall be permitted on ten (10) days written notice to suspend any Services being provided to OLOL until such time as the overdue fees plus interest have been fully paid.

6. COMPLIANCE

6.1 Provision of Services. The Division will continue to provide the Services to the Clinics in good faith and with due care consistent with the care the Division 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 OLOL 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 Business Associate Agreement. LSU and OLOL shall comply with the terms of the Business Associate Agreement attached hereto as Exhibit E. Notwithstanding any of the foregoing, to the extent that any provisions of this Transition Agreement conflict with the provisions of the Business Associate Agreement between LSU and OLOL, the Business Associate Agreement 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 OLOL'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. 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 OLOL the benefit of any warranties under the Third Party Contracts and Software to the extent permissible under the Third Party Contracts and Software. If OLOL is not entitled to the direct benefit of such warranties, LSU agrees, at OLOL's cost, to assert warranty claims on behalf of OLOL and provide OLOL the benefit of any such claims.

8. INDEMNIFICATION

8.1 Indemnity for Services. OLOL 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 OLOL 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, OLOL 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 OLOL. LSU agrees to fully indemnify and hold OLOL 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 Division or any of its employees, officers, agents, or representatives in performing Services under this Transition Agreement. OLOL 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 OLOL and/or any Indemnitee in respect of any such Losses that have resulted from OLOL'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 (fifteen (15) days for payment defaults) (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. OLOL 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 OLOL has not met or maintained the Technical Environment in all material respects and the failure directly results therefrom.

10.2 Modifications to Technical Environment. OLOL 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 OLOL. LSU shall use reasonable commercial efforts to notify OLOL of any impact that the notified change may have on the performance of the Services, provided that any such notification by LSU (or failure by LSU to provide such notification) shall not be construed as authorization by LSU of the change.

11. SECURITY MEASURES

11.1 Password Restricted Access. Consistent with the services previously provided by LSU to the Clinics, OLOL acknowledges that the Services will be accessed using unique user identifications and passwords, and agrees that OLOL 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. LSU shall have no liability to OLOL or any third party whatsoever for unauthorized access to the Services resulting from a failure of OLOL or its users to reasonably maintain the confidentiality and security of its passwords.

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

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

11.4 LSU Security Solutions. Consistent with the services previously provided by LSU to the Clinics, LSU 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.

11.6 Network Conditions. The Services are provided via public and private networks which are not maintained by LSU. LSU disclaims any and all liability for performance, unavailability or deterioration of the Services due to network latency or unavailability.

11.7 Back-ups. Consistent with the services previously provided by LSU to the Clinics, LSU will use reasonable efforts to ensure that all transactions processed using the Services are backed up regularly and in accordance with agreed back up requirements and applicable industry standards. LSU will maintain thirty days' worth of verified backups. Except as otherwise provided in this Agreement, LSU shall have no liability for lost or corrupted data files or transactions unless the loss or corruption is caused by the deliberate action of LSU. In the event that the OLOL'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 OLOL and thereafter implement reasonable measures to avoid similar loss of data.

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. OLOL shall not assign, transfer or encumber its rights to use the Services.

12.2 OLOL Restrictions On Use. OLOL shall not: (i) copy, frame, or mirror any part or content of the Service other than copying or framing on OLOL'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 OLOL Proprietary Rights. Nothing in this Agreement shall be interpreted and/or construed as conveying, assigning or otherwise transferring to LSU any proprietary rights that OLOL may have in its own intellectual property, all of which is expressly reserved by OLOL. 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 OLOL or its licensors is conferred by this Transition Agreement.

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 OLOL:

Our Lady of the Lake Hospital, Inc.
777 Hennessy Blvd., Suite 6002
Baton Rouge, Louisiana 70808
Attn: Chief Executive Officer

with a copy to:

Franciscan Missionaries of Our Lady
Attn: General Counsel
4200 Essen Lane
Baton Rouge, Louisiana 70810

If to LSU:

Board of Supervisors of Louisiana State University and
Agricultural and Mechanical College
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808
Attn: Executive Vice President for Health Care

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., 8th 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.

13.8 Assignment. OLOL 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 OLOL 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, OLOL may, without LSU's consent, assign its rights under this Transition Agreement to a purchaser of all or substantially all of OLOL'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 OLOL.

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 OLOL. 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.

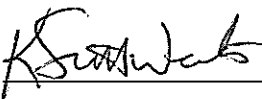
13.13 Entire Agreement: Modification. This Transition Agreement and the Exhibits attached hereto, all as amended, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties 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

IN WITNESS WHEREOF, the parties have each caused this Transition Services Agreement to be executed by their respective officers as of the date stated immediately below such Party's signature appearing below.

**OUR LADY OF THE LAKE HOSPITAL,
INC.**

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

By: 

By: _____

Date: 4/12/13

Date: _____

IN WITNESS WHEREOF, the parties have each caused this Transition Services Agreement to be executed by their respective officers as of the date stated immediately below such Party's signature appearing below.

**OUR LADY OF THE LAKE HOSPITAL,
INC.**

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

By: _____

By:  _____

Date: _____

Date: 4/15/13 _____

EXHIBIT A

IT Services

The IT Services to be provided through HCSD during the Transition Period are as follows:

<u>VENDOR NAME</u>	<u>DESCRIPTION OF SERVICE</u>	<u>SERVICE FEE</u>
CAREFUSION SOLUTIONS	SOFTWARE LICENSE FEE/MAINTENANCE ON ALARIS PUMPS	\$101,304
QS1	Retail Pharmacy Operating System/Point of Sale	\$6,330
CLIQ	Patient Ambulatory Health Record	\$91,200
N/A	Phone Circuits	\$338,365

EXHIBIT B

SUPPORT AND MAINTENANCE SERVICES

Support Services. The Division agrees to provide the following Support Services to OLOL to support and maintain the Software licensed to the Division by Third Party Vendors for use in the Clinics for providing on-going healthcare services and operation of the Clinics:

(i) Reasonably providing OLOL 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;

(ii) Installing new versions, updates, revisions and enhancements of the Software that are provided to LSU by Third Party Vendors;

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

(iv) Reasonably meeting with OLOL 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.

OLOL Support Contact. All support communications from OLOL to the Division shall be exclusively managed through David Wendt, who OLOL identifies as its OLOL Support Contact hereunder. All support inquires to the Division hereunder shall be exclusively directed to the Division Support Contact identified below.

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

Service fee (IT Support): \$361,601

Service fee (Email Support): \$32,678

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 were 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 OLOL.

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

Hosting fee: \$15,000

EXHIBIT D

THIRD PARTY VENDORS

Carefusion Solutions
QS/1

EXHIBIT E

BUSINESS ASSOCIATE AGREEMENT

See attachment.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between Our Lady of the Lake Hospital, Inc. (the "Covered Entity") and the Board of Supervisors for Louisiana State University and Agricultural and Mechanical College, through the Health Care Services Division (the "Business Associate" or "BA") (collectively referred to herein the "Parties" or individually as a "Party") to be effective as of the 25 day of Mar, 2013 ("Effective Date").

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement(s) (the "Underlying Agreement") pursuant to which Business Associate may be considered a "Business Associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§17921, 17931-17932 & 17934; and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate involves the disclosure of Protected Health Information ("PHI") as that term is defined under HIPAA; and

For good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA, its implementing regulations, the HITECH Act and the laws of the State of Louisiana.

NOW THEREFORE, in consideration of the mutual covenants contained herein which are made a contractual part hereof and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. Definitions.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

- (A) "Breach" shall have the same meaning as the term "breach" in the HITECH Act, 42 USC §17921, which states that, in general, "the term 'breach' means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information."

- (B) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR §164.501.
- (C) "Electronic Health Record" shall have the meaning given to such term in the HITECH Act, which is an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- (D) "Electronic Protected Health Information" or "ePHI" shall mean Protected Health Information that is maintained in or transmitted by electronic media.
- (E) "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- (F) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended by the HITECH Act and as may otherwise be amended from time to time.
- (G) "Protected Health Information" or "PHI" shall have the same meaning as the term "PHI" in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. In general, "health information" means information in any form that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual. "Protected health information," for purposes of this Agreement, is health information that identifies the individual or can reasonably be used to identify the individual.
- (H) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.
- (I) "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.
- (J) "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of HHS in guidance or as otherwise defined in §13402(h) of the HITECH Act.

Section 2. Permitted Uses and Disclosures by Business Associate.

Except as otherwise limited in the Underlying Agreement and/or this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule or the HITECH Act if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity, as follows:

- (A) Permitted Uses. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by the Covered Entity.
- (B) Data Aggregation. Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B) to the extent specifically required under the Agreement.
- (C) Permitted Disclosures. Business Associate shall not disclose PHI except for the purpose of performing the Business Associate's obligations under the Underlying Agreement or this Agreement. If Business Associate discloses PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to notify Business Associate without unreasonable delay and in no event later than 5 days of the discovery of any breaches, as defined in Section (D)(1), or suspected breaches of confidentiality of the PHI.

Section 3. Prohibited Uses and Disclosures.

- (A) Prohibited Uses and Disclosures. Business Associate shall not use or disclose PHI for fundraising or marketing purposes or any other purpose not permitted by this Agreement, the Underlying Agreement or the Privacy Rule or HITECH Act. Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, as required by 42 U.S.C. § 17935(a). Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, as described in 42 U.S.C. § 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Underlying Agreement.
- (B) Re-creation of Information. Business Associate may not use PHI received or created pursuant to the Agreement to create information that is not individually identifiable health information (De-identified Information), unless specifically provided in the Agreement or unless Covered Entity gives its written permission to do so, in writing and in advance. Such permission may be withheld in the sole discretion of Covered Entity. In either event, Covered Entity shall have sole ownership of any De-

identified information, unless Covered Entity specifically agrees otherwise in writing, in advance of its creation by Business Associate.

Section 4. Obligations and Activities of Business Associate.

- (A) Compliance. Business Associate shall be directly responsible for full compliance with the relevant requirements of the Privacy Rule to the same extent as Covered Entity.
- (B) Appropriate Safeguards. Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of PHI and electronic PHI, otherwise than as permitted by the Underlying Agreement or this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI and electronic PHI, in accordance with 45 C.F.R. §§ 164.308, 164.310, and 164.312. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including but not limited to, 45 C.F.R. § 164.316 and the HITECH Act, 42 U.S.C. § 17931.
- (C) Business Associate's Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. 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 Underlying Agreement. In the event Business Associate creates, maintains, receives or transmits electronic PHI on behalf of the Covered Entity, Business Associate shall implement the safeguards required by Section 4(B) above with respect to electronic PHI.
- (D) Duties of Business Associate Involving Breach or Unauthorized Access, Use or Disclosure of PHI.
 - (1) Discovery of Breaches. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to the Business Associate, or by exercising reasonable diligence would have been known to the Business Associate.
 - (2) Reporting of Improper Access, Use or Disclosure. Business Associate shall report to Covered Entity in writing of any access, use or disclosure of PHI not permitted by this Agreement or the Underlying Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no event later than 5 days of discovery. Written notice shall contain: (a) the date of discovery of the breach; (2) a listing of the identification of individuals and/or classes of individuals who are subject to the breach; and (3) a general description of the nature of

the Breach. Business Associate shall provide Covered Entity with updates of information concerning the details of such Breach and the final results of its Risk Assessment as required in Section 4(D)(4) as needed to ensure that such information remains current.

- (3) Notification of Breach. Business Associate shall notify Covered Entity without unreasonable delay and in no event later than 5 days of discovery of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- (4) Risk Assessment and Investigation. Business Associate shall perform an appropriate risk assessment immediately following the discovery of any unauthorized access, use or disclosure of PHI to determine whether use, access, or disclosure is one that "poses a significant risk of financial, reputational, or other harm to the individual." In performing the Risk Assessment, Business Associate should consider a combination of factors such as: (a) who impermissibly used the PHI or to whom the PHI was impermissibly disclosed; (b) was the impermissibly disclosed PHI returned prior to it being accessed for improper purpose; and (c) the type and amount of PHI involved in the impermissible use or disclosure. The results of such Risk Assessment shall be provided to Covered Entity in writing without unreasonable delay and in no case later than 15 days from the date of discovery of the unauthorized access, use or disclosure.
- (5) Mitigation of Harm. In the event of a Breach of Unsecured PHI, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement or the Underlying Agreement, such as promptly obtaining assurance from the recipient that the information will not be further used or disclosed in a confidentiality agreement or will be destroyed.
- (6) Notification to the Individual. It is the sole responsibility of the Covered Entity to notify its patients of any breach of PHI. At no time, is the Business Associate to contact or speak directly to any of Covered Entity's patients/individuals who are the subject of any Breach. Any such inquiries should be directed to the Covered Entity's Compliance and/or Privacy Officer. Business Associates shall cooperate with Covered Entity as necessary to provide such notification and any details pertaining to any Breach of PHI.

- (7) Cooperation with Law Enforcement. Business Associate shall cooperate with Covered Entity in the event law enforcement officials institute an investigation that involves a Breach of PHI under this Agreement.
- (8) Notification to Media. For a Breach of Unsecured PHI involving more than 500 individuals, it is solely the responsibility of Covered Entity to notify the media and appropriate law enforcement and federal and state agencies as required by the HITECH Act, 45 C.F.R. §164.406. At no time is the Business Associate to contact or speak directly to the media without the prior authorization of Covered Entity. Business Associate shall cooperate with Covered Entity as necessary to provide such notification to the media.
- (E) Access to PHI. Business Associate agrees to provide access, at the request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.
- (F) Governmental Access to Records. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (G) Minimum Necessary. Business Associate shall request, use and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure in the Underlying Agreement. The Minimum Amount of PHI shall mean the minimum necessary as meant by the intended language of the HITECH Act.
- (H) Data Ownership. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
- (I) Amendments of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual.
- (J) Accounting Rights. Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule and the HITECH Act as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three years prior to the

request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received the PHI and if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization or a copy of the written request for disclosure. Business Associate is expected to meet the requirements described in this Section 4(J) with respect to Electronic Health Records by the Compliance Date as set forth in the HITECH Act of February 17, 2010.

Section 5. Continuing Obligations/Termination.

- (A) Term. The Obligations of Business Associate set forth herein shall commence on the Effective Date and shall terminate when the Agreement terminates and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, the terms of this Agreement are extended to cover such information and survive termination of this Agreement.
- (B) Termination With Cause. Upon Covered Entity's knowledge of a material breach by Business Associate to the terms of this Agreement, Covered Entity may terminate this Agreement if the breach remains uncured for more than 15 days after Covered Entity gives written notice to Business Associate of the breach. The effective date of such termination will be the 16th day from the date of the written notice of breach. If Business Associate has successive breaches within a one year period, then Covered Entity may terminate this Agreement immediately upon written notice to the Business Associate of the breach.
- (C) Immediate Termination. In the event Business Associate has breached a material term of this Agreement and cure is not possible, Covered Entity may immediately terminate this Agreement. Covered Entity may report such violation to the Secretary.
- (D) Effect of Termination.
 - (1) Except as provided in Section 5(D)(2) of this Agreement, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

(3) The provisions of this Section 5(D) shall survive termination of this Agreement.

(E) Remedies In Event of Breach. Business Associate expressly acknowledges and agrees that the breach, or threatened breach, by it of any provision of this Agreement may cause Covered Entity to be irreparably harmed and that Covered Entity may not have an adequate remedy at law. Therefore, Business Associate agrees that upon such breach, or threatened breach, Covered Entity will be entitled to seek injunctive relief to prevent Business Associate from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this Section 5(E) will be deemed to limit or abridge any other remedy available to Covered Entity at law or in equity. The provisions of this Section 5(E) shall survive termination of this Agreement.

Section 6. Obligations of Covered Entity to Inform Business Associate of Privacy Practices and Individual Restrictions.

(A) Notice of Privacy Practices. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice.

(B) Changes In Permitted Use. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(C) Restrictions on Use. 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.

Section 7. Insurance and Indemnification.

(A) Insurance.

(1) Commercial General Liability. Business Associate shall maintain occurrence based Commercial General Liability insurance or equivalent form with a limit of not less than \$1,000,000 per

occurrence and \$2,000,000 general aggregate. This policy shall include coverage for privacy breaches.

(2) Professional Liability Insurance Policy. In the event, Business Associate creates, maintains, receives or transmits electronic PHI on behalf of the Covered Entity, Business Associate shall maintain professional liability insurance, including coverage for data breach and network security with a limit of not less than \$1,000,000 per wrongful act and \$3,000,000 aggregate.

(B) Indemnity. Business Associate hereby agrees to indemnify and hold harmless Covered Entity and its parent corporation and subsidiaries, their directors, officers, agents, servants, and employees (collectively "the Indemnitees") to the extent any claims, causes of action, liabilities, judgments, fines, assessments, penalties, damages, awards or other expenses of any kind or nature whatsoever, including, without limitation, reasonable attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution to which the Indemnitees may become subject are the result of any: (i) breach of this Agreement by Business Associate; (ii) failure of Business Associate to perform its obligations hereunder; or (iii) negligence or legal fault of Business Associate, its directors, officers, agents, or employees.

Section 8. General Provisions.

(A) Regulatory References. A reference in this Agreement to a section in the Privacy Rule and HITECH Act means the section as in effect or as amended.

(B) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with all federal, state and local laws and regulations, including, but not limited to, the requirements of the Privacy Rule, the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 and the HITECH Act. This Agreement shall be changed, modified or amended only by an instrument in writing signed by a duly authorized representative of each of the Parties, effective as of the date stipulated therein and attached hereto.

(C) Survival. The respective rights and obligations of Business Associate with respect to PHI shall survive the termination of this Agreement.

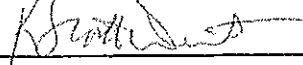
(D) Interpretation. Should there be any conflict between the language of this Agreement and any other Agreement entered into between the Parties, the language of and provisions of this Agreement shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HITECH Act.

- (E) Governing Law. This Agreement shall be construed in accordance with, interpreted and governed by the laws of the State of Louisiana without regard to any other state's conflicts of law provisions. Any action or proceeding regarding this Agreement shall be instituted and conducted in the parish where the Hospital is located. The provisions of this Section 8(E) shall survive the termination of this Agreement.
- (F) Notices. Any notices required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, postage prepaid, or personally delivered, addressed or delivered to the addresses set forth below in the signatures to this Agreement or to such other addresses as shall be furnished in writing by either party to the other party; and any such notice shall be deemed to have been given, if mailed, as of the date mailed, and, if personally delivered, as of the date delivered. Notices pertaining to unauthorized use or access of PHI or Breaches of PHI should be submitted to the Covered Entity's Compliance and/or Privacy Officer with contact information of Business Associate's designated representative responsible for investigating such incidents.
- (G) Entire Agreement. With regard to the subject matter herein, this Agreement supersedes prior discussions, agreements, understandings, and representations between the Covered Entity and Business Associate.

Except as set forth specifically above, the terms of the Underlying Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed as by law provided.

Our Lady of the Lake Hospital, Inc.



By: K. Scott Wester

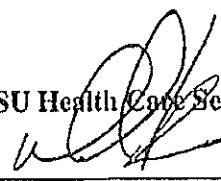
President and Chief Executive Officer

5000 Hennessy Blvd.

Baton Rouge, LA 70808

Date: 4/2/13

LSU Health Core Services Division:



By: Michael Kaiser, MD

Interim Chief Executive Officer

5429 Airline Highway

Baton Rouge, LA 70805

Date: 3/25/13

EXHIBIT F

SECURITY SERVICES

- 1) Security detail for the EKL Inpatient Facility located at 5825 Airline Highway, Baton Rouge, LA 70805 to be provided 24/7 on a month by month basis beginning on April 15, 2013, until such time as LSU notifies OLOL such services are no longer needed. The Security detail shall include two security officers. One of the officers will make rounds from 7am-7pm Monday through Friday at the Administrative Business Office located at 5429 Airline Highway and will conduct a walkthrough of the ABO twice a day during these hours.

- 2) Security detail for the HCSD Administrative Office Building, 5429 Airline Highway to be provided from 7am-7pm on a month by month basis beginning on notice from LSU, until such time as LSU notifies OLOL such services are no longer needed. The Security detail shall include one security officer. The security officer shall make rounds and conduct a walkthrough of the building twice a day.

OLOL and LSU will establish mutually agreeable policies and procedures governing the security details provided under this Transition Agreement.

Service fee (for services under item 1 above): \$43,800 per month

Service fee (for services under item 2 above): \$3,900 per month