



## External Access Agreement

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**THIS EXTERNAL ACCESS AGREEMENT (“Agreement”)** is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (“**Effective Date**”) by and between:

HOSPITAL SERVICE DISTRICT NO. 1 of the Parish of Terrebonne (“Terrebonne General”), as the owner and operator of Terrebonne General Health System, a political subdivision of the State of Louisiana, herein appearing through its duly authorized representative, Bernie Clement ; and

\_\_\_\_\_, (the “External Entity”) appearing herein through its duly authorized agent and representative, \_\_\_\_\_.

Each a “party” and together the “parties,” who declare:

**WHEREAS**, External Entity has a legitimate business use for the Electronic Medical Information System that Terrebonne General has adopted through its affiliation with Licensor (as defined below); and

**WHEREAS**, External Entity desires access to patient information stored in the EMIS and, if applicable, desires EMIS access for a listing of staff members identified in a format similar to Exhibit “A” to this Agreement (“Permitted Users”); and

**WHEREAS**, Terrebonne General desires to allow access to patient information to External Entity and Permitted Users under the terms and conditions set forth in this Agreement.

**THEREFORE**, the parties agree as follows:

**1. DEFINITIONS.** For purposes of this Agreement:

**1.1. “Adverse Consequence”** shall mean a Change of Law that prohibits, restricts, limits or otherwise affects either party's rights or obligations hereunder in a material manner or otherwise makes it desirable for either party to restructure the relationship because of legal or material financial consequences expected to result from such Change of Law.

**1.2. “Affiliate”** shall mean any entity owned or controlled by any named party now or anytime hereafter or any joint venture or other long term strategic partnership of either party.

**1.3. “Authorized Individuals”** shall mean those who must access protected health information (“PHI”) to properly perform their duties and responsibilities, those responsible for billing or following up on claims for services rendered to the individual, those who have proper legal authority, or those with written authorization from the patient.

**1.4. “Change of Law”** shall mean: (a) any new legislation enacted by the federal, state or local government; (b) any new or revised third-party payor or governmental agency law, rule, regulation, guideline or interpretation or (c) any judicial or administrative, order or decision; or (d) any

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interpretation of (a), (b) or (c) above that may place any party to this Agreement in jeopardy of being in violation of law.

**1.5. “Disclosure”** shall mean the release of Terrebonne General Confidential Information to any unauthorized individual(s), whether intentionally or unintentionally.

**1.6. “EMIS”** means the Electronic Medical Information System, Terrebonne General's electronic health record, which is a shared health record with the Licensor and includes the Software and related services used in conjunction with the Software. EMIS shall also include pertinent portions of the Licensor electronic record and includes software, content and services used in conjunction with the electronic health record licensed from third parties or developed by the Licensor.

**1.7. “HIPAA”** shall mean the Health Insurance Portability or Accountability Act of 1996 and its implementing regulations, including the Privacy Rule, the Security Rule, and the Breach Notification Rule.

**1.8. “Licensor”** means Ochsner Health System (“OHS”), a not for profit Louisiana Corporation, and includes its subsidiaries, affiliates, successors and assigns. Further, unless otherwise indicated, the term “Licensor” shall also be deemed to refer to OHS’s licensors.

**1.11. “Permitted Users”** shall include only those shareholders, partners, members employees and contractors of External Entity who provide or are otherwise directly or indirectly involved in the treatment of patients, and such additional employees and contractors directly involved in payment and health care operations. Permitted Users includes Support Personnel Permitted Users.

**1.12 “Terrebonne General Confidential Information”** shall mean information that is not known to the general public and/or is not to be disclosed to unauthorized individuals. Terrebonne General Confidential Information, includes, but is not limited to: (i) TGMC’s business strategies; (ii) demographic and clinical patient information; (iii) claims and billing information, (iii) peer review protected information, (iv) payroll and personnel information, and (v) the Software.

**2. AGREEMENT.** Terrebonne General hereby grants to External Entity access to the Terrebonne General EMIS on the terms and conditions set forth herein.

**2.1. Limitation on Access, Use and Disclosure.** External Entity and its Permitted Users shall only access the EMIS and any PHI (as defined by HIPAA) of any individual with whom External Entity has a direct or indirect treatment relationship.

2.1.1. External Entity shall be responsible for its own compliance with HIPAA and shall be solely responsible and liable for any violations of HIPAA committed by any of its Affiliates, Permitted Users, and any person or entity who accesses the EMIS and any PHI or other data stored by the EMIS through access codes issued to or as requested by External Entity.

2.1.2. External Entity shall comply with: (i) applicable Terrebonne General and Licensor remote access and network security requirements and (ii) EMIS policies and procedures as may established by Terrebonne General from time to time (collectively, the **“Policies”**). Such Policies are attached to this Agreement as **Exhibit “B”** and shall be available upon request throughout the term of this Agreement. External Entity shall not use the EMIS in violation of any applicable federal, state or local laws or regulations, or the Policies, in ways that interfere with other users of the EMIS, or in violation of this Agreement.

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2.1.3. External Entity shall reasonably monitor access to the EMIS to ensure compliance with HIPAA, this Agreement, and the Terrebonne General Confidentiality Agreement attached as **Exhibit “C”**, the Policies and External Entity’s own privacy and security policies, and shall promptly notify Terrebonne General in writing of any suspected or known violations of any of the foregoing that are related to or involving Terrebonne General.

**2.2. Permitted Users.** External Entity shall provide written identification of all Permitted Users authorized to have access to the EMIS. Terrebonne General will provide External Entity with individual access codes to the EMIS for each Permitted User. External Entity may add additional Permitted Users by submitting a request form to Terrebonne General, and each such addition shall become effective when an access code is assigned by Terrebonne General.

2.2.1 External Entity shall maintain an accurate and current description of all additions and deletions to the list of Permitted Users and the effective date of any additions and deletions to the list. External Entity shall insure that Terrebonne General is provided with a current list of all Permitted Users.

2.2.2 External Entity shall require every Permitted User to sign a Confidentiality Agreement in the form set forth in **Exhibit “C”**. External Entity shall provide a copy of the Permitted User’s signed Confidentiality Agreement and Information System Request Form to Terrebonne General before an access code will be issued.

2.2.3 External Entity shall cause Permitted Users who are not involved in the treatment of patients but who require access to the EMIS for billing and/or health care operations purposes (**“Support Personnel Permitted Users”**) to limit their access to the EMIS to the **minimum amount of information necessary** for them to carry out the functions for which access is sought.

2.2.4 External Entity shall be accountable and responsible for access to the EMIS using access codes issued to External Entity’s Permitted Users.

2.2.5 External Entity shall notify Terrebonne General in writing of the termination of the relationship between External Entity and any Permitted User or any decision to delete access to the EMIS for a Permitted User **within (1) one business day** of said event.

(a) Terrebonne General may delete a Permitted User if such Permitted User’s medical staff or allied health professional staff privileges are suspended or revoked or if Terrebonne General suspects or becomes aware of a violation of HIPAA by the Permitted User.

(b) Terrebonne General shall disable the access code previously assigned to all deleted Permitted Users within three (3) days of receipt of such information, and such deletion shall be effective when such access code is disabled.

### **2.3. Improper Access, Use or Disclosure.**

2.3.1. External Entity shall institute, adopt and enforce written policies against improper disclosure of access codes and improper access to the EMIS by Permitted Users, which policies shall be subject to review and approval upon request by Terrebonne General and which shall be minimally as comprehensive and restrictive as those contained in the Policies. 2.3.2. In the event of a violation by a Permitted User or other employee, contractor or agent of External Entity of this Agreement, a Confidentiality Agreement, or the Policies, External Entity shall promptly take corrective action with regard to such violation and shall report such violations to TGMC’s Compliance Officer within 24 hours of discovering the violation.

2.3.3. External Entity’s failure to report such violations, and/or the failure to take appropriate corrective action in the event of the occurrence of such violations, may result in sanctions against External Entity, including but not limited to termination of this Agreement. Terrebonne General may utilize a number of mechanisms, including periodic audits, to identify instances of improper access.

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**2.4. Access Limited to Within the United States.** External Entity shall not provide access to the OMIS or any Software to any person or entity located outside of the United States.

## **3. CONFIDENTIALITY.**

### **3.1. Terrebonne General Confidential Information.**

3.1.1. Terrebonne General and its Licensors retain all ownership and intellectual property rights to the Software. The EMIS, the Software, and any accompanying printed and/or electronic materials and all copies and portions thereof contain trade secrets and other proprietary information of Terrebonne General, and its Licensors and are the proprietary copyrighted property of Terrebonne General and its Licensors. Title and ownership to EMIS, the Software, and accompanying printed and/or electronic materials and all copies and portions thereof shall be and at all times remain with Terrebonne General, and its Licensors.

3.1.2. External Entity acknowledges and agrees, on its own behalf and on behalf of its Permitted Users, that Terrebonne General Confidential Information may only be accessed and used by authorized individuals. External Entity further acknowledges and agrees that any access, discussions or other Disclosures of Terrebonne General Confidential Information shall be restricted to persons who need to know in order to perform their duties in accordance with this Agreement. Subject to the terms of this Agreement, applicable state and federal laws and regulations and the Policies, all Terrebonne General Confidential Information shall be treated by External Entity and its Permitted User(s) as strictly confidential and shall not be accessed, disclosed or otherwise made available to anyone other than Permitted Users without the prior express written permission of Terrebonne General.

**3.2. Remedies.** External Entity agrees that Terrebonne General and/or its Licensors would be irreparably harmed by a Disclosure of Terrebonne General Confidential Information. Consequently, External Entity agrees that in the event of disclosure or threatened disclosure by External Entity or any of its Permitted Users, employees, contractors or agents, or anyone else who has obtained access to Terrebonne General Confidential Information through External Entity, Terrebonne General and/or the Licensor shall, in addition to any other remedy to which it might be entitled, be entitled to obtain a temporary restraining order, preliminary injunction and/or permanent injunction against the disclosure or threatened disclosure and that said relief shall be available to Terrebonne General and/or the Licensor without the necessity of posting a bond.

**4. PROFESSIONAL RESPONSIBILITY.** In providing access to the EMIS, Terrebonne General, the Licensor, and their Affiliates are not giving medical advice or providing medical or diagnostic services. The content, data, templates, alerts, or decision support tools contained in or available through the EMIS are not a substitute for the professional judgment of qualified healthcare providers in diagnosing or treating patients.

4.1 External Entity takes full responsibility for and assumes all risks associated with its use of information contained in or accessed through the EMIS and acknowledges that the use of the EMIS is in no way intended to replace or substitute for the professional judgment of qualified health care professionals in diagnosing and treating patients.

4.2 External Entity shall be solely responsible for verifying the accuracy of patient information including, without limitation, all medical and medication history and allergies and for all medical decisions or actions with respect to the medical care and treatment of External Entity's

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patients. Any use or reliance by External Entity or its Permitted Users upon the EMIS or upon any information contained therein shall not diminish External Entity's responsibility.

4.3. Neither External Entity nor any Permitted User shall have any claim or cause of action against Terrebonne General arising out of or in any way related to the patient care or other services rendered or withheld by the External Entity, a Permitted User, or any health care provider.

**5. INTELLECTUAL PROPERTY.** Unless External Entity obtains TGMC's specific prior written consent, External Entity shall not, nor cause or authorize any third party, under any circumstances, to: (a) distribute, rent, sell, sublicense, permit, lease or otherwise display, disclose, transfer or make available the software programs, content, tools, specifications, ideas, concepts, know-how and techniques, or related documentation that comprises the EMIS (the "**Software**") to any third party; (b) modify, change, enhance, reverse assemble, reverse compile or reverse engineer the EMIS, including any Software therein, or otherwise attempt to discover any Software source code or underlying proprietary information; (c) remove, modify, efface or obscure any copyright notices, logos, trademarks or other proprietary notices or legends of the Licensor, Terrebonne General or their affiliates or other partners from the Software; (d) export or re-export, or allow the export or re-export of, any proprietary information or any copy or direct product thereof in violation of any restrictions, laws or regulations; or (e) copy the Software in any form. External Entity shall not use or allow any person to examine the Software for the purpose of creating another system which could compete with the Software and will not use or disclose any data or information relating to the Software (including, without limitation) the technology, ideas, concepts, know-how or techniques embodied in the Software except as necessary to operate the Software) as contemplated by this Agreement.

**6. TERM.** The term of this Agreement shall remain in place from the date the External Entity is initially permitted access to the EMIS and shall continue unless otherwise terminated as provided in Section 7 of this Agreement.

**7. TERMINATION.** Prior to its expiration, this Agreement may be terminated: (a) by written agreement of the parties upon thirty (30) days prior written notice; or (b) by Terrebonne General immediately upon written notice of termination to External Entity if, in its sole discretion, it determines that External Entity: i) is in any way responsible for improper or unauthorized access to the EMIS or to any information contained therein or improper or unauthorized use or disclosure of any information contained therein; or ii) has defaulted in the performance of any of the provisions of this Agreement.

**8. GOVERNING LAW.** This Agreement shall be governed by and interpreted under the laws of the State of Louisiana.

**9. NOTICE.** All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been given: a) upon receipt if delivered by Federal Express; b) on the date of delivery if delivered in person; or c) three (3) days after mailing if sent by certified or registered mail with first-class postage prepaid, as follows:

If to Terrebonne General:

Terrebonne General Health System  
8166 Main Street  
Houma, Louisiana 70360  
Attention: Information Technology

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If to External Entity: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**10. WAIVERS.** Any waiver of any provision hereof shall not be effective unless expressly requested in writing and agreed to by both parties. The failure of any party to insist on performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition, and the obligations of the parties with respect thereto shall continue in full force and effect.

**11. SEVERABILITY.** If any provision or portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

**12. CHANGE OF LAW.** Notwithstanding any other provision of this Agreement, if during the term hereof any Change of Law results in an Adverse Consequence, the External Entity hereby agrees to cooperate with Terrebonne General in good faith in making reasonable revisions to this Agreement in order to avoid such Adverse Consequence(s). If the parties fail to agree to such revisions after thirty (30) days following written notice by either party to the other requesting renegotiation, then either party may terminate this Agreement upon an additional thirty (30) days written notice to the other party.

**13. INDEMNIFICATION.** External Entity agrees to indemnify and hold Terrebonne General, and its Licensors harmless from and against all liability, losses, damages, claims, causes of action, cost or expenses (including reasonable attorneys' fees), arising out of or related to any breach of this Agreement, breach of a Confidentiality Agreement, act, neglect, default or omission of External Entity or any of its Permitted Users, employees, contractors or agents.

**14. ENTIRE AGREEMENT/AMENDMENT.** This Agreement and the exhibits attached hereto constitutes the entire agreement between the parties with respect to the subject matter hereof, and no amendment, alteration or modification of this Agreement shall be valid unless in each instance such amendment, alteration or modification is expressed in a written instrument duly executed by both parties

**15. ATTORNEY'S FEES.** In the event of a breach of this Agreement, Terrebonne General shall be entitled to recover its reasonable attorneys' fees and costs incurred in the enforcement of its rights under the terms of this agreement in addition to any other remedies to which it may be entitled.

**16. THIRD PARTY BENEFICIARY** OHS is a third party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

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The parties hereto have signed this Agreement on the dates written

below. **TERREBONNE GENERAL HEALTH SYSTEM**

Print Name: Bernie Clement

Title: Information Technology Manager

Signature: *Bernie Clement*

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

**EXTERNAL ENTITY**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

External Entity Name: \_\_\_\_\_

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



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## EXHIBIT A PERMITTED USER LISTING SAMPLE FORMAT

<b>Name of Permitted User</b>	<b>Phone Number</b>	<b>Email Address</b>	<b>Job Function</b>
1.			
2.			
3.			
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6.			
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15.			
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18.			
19.			
20.			

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## EXHIBIT B

Relevant and current Terrebonne General Policies and Procedures are located on the Terrebonne General website at [www.tghealthsystem.com/partner-resources/](http://www.tghealthsystem.com/partner-resources/) under the Partners Resources tab and can also be obtained in hard copy upon request from Terrebonne General Administration.

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## EXHIBIT C



## Confidentiality Agreement

I acknowledge that I, as a member of the Terrebonne General Health System team, have been granted access to Terrebonne General's External Medical Information System ("EMIS") which contains protected health information (PHI) that is for use by me in the treatment of patients, for use in obtaining payment for healthcare services, or for other healthcare operation purposes as those terms are defined by the laws and regulations of HIPAA. I further acknowledge and understand that: a) EMIS will provide me with access to protected health information ("PHI") and confidential and proprietary information about Terrebonne General and its relationships (the "Confidential Information"), which is confidential; b) that the disclosure of such Confidential Information is expressly prohibited to any person or entity inside or outside of Terrebonne General except for those people who are authorized by law or hospital policy to receive such information. I covenant and agree not to discuss this information with family or friends even if the information is about them and understand that my failure to maintain the confidentiality of such information is a violation of state and federal laws and hospital policies.

I pledge to protect all Confidential Information made available to me and pledge to follow hospital policies regarding such information. I understand that it is my ethical and legal responsibility to maintain and comply with all protection requirements. Therefore I pledge to adhere to the following:

1. I will protect and maintain the confidentiality of all Confidential Information and PHI, regardless of whether it is oral, written or electronic. It will be disclosed only in accordance with the terms of this Agreement and the provisions of HIPAA Privacy and Security Laws and other federal and state statutes and regulations.
2. I will keep confidential all proprietary information with regards to Terrebonne General operations and financial activities and will not disclose this information to others without proper authorization.
3. I will not access or attempt to access PHI of patients except for direct treatment, payment or related operations. I will only access PHI of patients that I "need to know" about in order to complete my job. I shall not access PHI associated with fellow employees, friends, family or myself unless it is necessary to carry out my official duties and responsibilities.
4. I will not disclose my user name, password and/or pin to anyone. I will not use another person's user name, password and/or pin. I will lock or log off work stations when leaving them unattended.
5. I will securely store and protect any user names, passwords and/or pins that I am assigned so they are not available to other individuals.
6. I will not use any of the Confidential Information or PHI for personal purposes or gain. I will not solicit patients for the benefit of another practice or entity. I understand that the EMIS Software is licensed and copyrighted, shall not be shared with other software licensors, and must be kept confidential.
7. I understand that my access is monitored and I will be held responsible for all activity under my user access.
8. I will report breaches of confidentiality by others to the Terrebonne General Compliance Officer email at [hotline@tghealthsystem.com](mailto:hotline@tghealthsystem.com) or by phone at 985-873-3121.
9. I understand that my user name is my electronic signature on the medical record.

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10. I agree not to alter parameter settings at computer terminals unless properly authorized in writing by Terrebonne General Health System.
11. I pledge not to access any software to which I have been granted access unless I have been properly trained for such purpose.
12. I have reviewed and understand the attached Terrebonne General policies and agree to follow them without exception.
13. I understand that my failure to comply with any of the matters contained herein may result in: 1) loss of my access to EMIS; 2) initiation and possible actions from state and/or federal investigations related to statutes and regulations governing the access and release of Protected Health Information (PHI), including but not limited to HIPAA; 3) initiation and possible actions from civil and administrative investigations of the Office of Civil Rights, U.S. Department of Health and Human Services as it relates to HIPAA; and 4) civil actions for breach of contract.

By my signature below, I acknowledge my understanding of all of the above and foregoing and I agree to be bound by the terms and commitments contained therein.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Department/Organization/Practice \_\_\_\_\_