



## **REQUEST FOR PROPOSAL (RFP)**

**LINEN RENTAL SERVICES**

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**TABLE OF CONTENTS**

1. Introduction and Instructions ..... pg. 2  
2. Proposal Response and Pricing..... pg. 5  
3. Appendix ..... pg. 5

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## 1 INTRODUCTION AND INSTRUCTIONS TO VENDORS

### • INTRODUCTION

Lawrence General Hospital (LGH) in Lawrence, MA invites vendors to submit proposals for Linen Rental Services in accordance with the requirements, terms, and conditions of this Request for Proposal (RFP). This RFP sets forth the requirements for all services and solicits a detailed response from vendors to include pricing and service descriptions in the specified format. Please note that LGH intends to evaluate proposals based upon price as well as other criteria, such as service levels and compliance with LGH standard terms and conditions, as may be described in this RFP.

### • BACKGROUND INFORMATION

#### **About Facility:**

LGH was founded in 1875, and is the only private, non-profit community hospital in the Merrimack Valley and Southern New Hampshire regions. The Hospital is licensed for 189 beds and serves nearly 300,000 patients annually, offering acute inpatient and emergency care for the whole family. Lawrence General's commitment to the health needs of the community is guided by a dedicated and enthusiastic Board of Trustees from our service area, and carried out by 1,800 employees, 500 providers and 200 volunteers. The Hospital is clinically affiliated with Floating Hospital for Children at Tufts Medical Center for pediatrics and Beth Israel Deaconess Medical Center. For more information on Lawrence General Hospital, please visit [www.lawrencegeneral.org](http://www.lawrencegeneral.org).

LGH is interested in contracting for their facilities for a three (3) year agreement with an outside management service, starting **December 1, 2017**. The awarded supplier will provide clean textiles to hospital by picking up soiled textiles and processing and delivering to hospital.

In order to be awarded the contract, vendor will need to provide savings, from any current agreements and/or proposals.

### • GENERAL CONDITIONS

This RFP is not an offer to contract. However, acceptance of the best proposal may result in the RFP becoming a part of the awarded contract. Acceptance of a proposal neither commits our company to award a contract to any vendor, even if all requirements stated in this RFP are met, or limits our right to negotiate in our best interest, in LGH's sole discretion. We reserve the right to contract with a vendor for reasons other than lowest price, such as service and quality. We reserve the right and mutually agree to add and/or delete services and/or items based on future needs of the facility. Failure to answer any required question in this RFP may subject the proposal to disqualification. Failure to meet a qualification or requirement, or any reservations or modifications to LGH standard terms and conditions will not necessarily subject a proposal to disqualification, but may negatively affect LGH's consideration of such proposal.

#### • **Valid Period of Offer**

Proposals shall be considered valid for at least 120 days from the submission deadline.

#### • **Confidentiality/Non-Disclosure**

The information contained in this RFP is confidential. It is for proposal purposes only and is not to be disclosed or used for any other purpose.

Information provided in your response to this RFP will be held in confidence. Proposals submitted become the property of LGH and may be reviewed and evaluated by any person, except for competitors, at the discretion of LGH, regardless of statements contained within the vendor's response to the contrary. LGH has the right to use any or all concepts presented in any reply to the RFP. Selection or rejection of the proposal does not affect this right.

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Information provided by LGH to the requesting vendor for the purpose of providing a response to the RFP is the property of LGH.

- **Right of Rejection**

LGH reserves the right to:

Make all decisions regarding this proposal, including, without limitation, the right to decide whether a proposal does or does not substantially comply with the requirements of this Request for Proposal.

Accept, reject, or negotiate modifications in any terms of bidders' proposals or any parts thereof.

Reject any or all proposals received or accept late proposals for consideration.

- **General Terms & Conditions**

Vendor must accept the following standard Terms & Conditions. The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. The successful Proposer is referred to as the "**Contractor.**"

1. The entire cost of preparing and presenting the Linen Rental Services proposal, including any oral presentations, travel, etc., is at the expense of the bidding Contractor.
2. **Termination for Default.** If either party defaults in its performance under the Agreement and does not cure the default within 30 days after written notice of default from the non-defaulting party, the non-defaulting party may terminate the Agreement upon written notice to the defaulting party without penalty and without any further liability after the date of termination. In the event of termination, all linen will be returned to vendor.
3. **Termination for Convenience.** Hospital may terminate the Agreement at any time without cause upon 120 days prior written notice to Contractor. Hospital shall compensate the Contractor in accordance with the payment provisions of the Agreement for those services rendered prior to the date of termination. In the event of termination, all linen will be returned to vendor.
4. **Tax Exempt Status.** Hospital is a tax-exempt entity (State Tax Exempt Certificate No. 04 2103586) and is not obligated to pay sales, use or other similar taxes. If Hospital is not exempt for a particular tax, it will reimburse Contractor for those taxes. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to Contractor's performance of the Agreement.
5. **Assignment and Subcontractors.** Contractor agrees not to enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of this Agreement, Contractor's obligations under this Agreement, or any or all of its right, title, or interest herein, without Hospital's prior written consent. Hospital may assign this Agreement and its rights hereunder to any successor or entity owning or operating the Hospital.
6. **Confidentiality.** Contractor shall sign and complete the Confidentiality Agreement (See APPENDIX) and Business Associate Agreement (See APPENDIX). Contractor recognizes that it must conduct its activities in a manner designed to protect any information concerning Hospital, its affiliates or clients (such information hereafter referred to collectively as "Hospital Information") from improper use or disclosure. Contractor agrees to treat Hospital Information on a confidential basis. Contractor further agrees that it will not, and Contractor's agents, representatives, and employees will not, disclose any Hospital Information without Hospital's prior written consent to any person, firm or corporation except: (i) to

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authorized representatives of Hospital or (ii) to employees of Contractor who have a need to access such Hospital Information to perform the services contemplated hereunder. Contractors shall be subject to all Hospital obligations relating to compliance with confidentiality laws and the confidentiality of protected health information. Contractor acknowledges and agrees to comply with the requirements of Health Insurance Portability and Accountability Act (“HIPAA”). Contractor shall not disclose protected health information to any other party without the prior consent of the patient. Contractor shall ensure that each affected employee of their company is trained in the substance and importance of complying with the HIPAA requirements mentioned above, including the duty to avoid viewing stored materials except as expressly necessary to carry out legitimate job duties.

7. **Governing Law, Jurisdiction and Venue.** This Agreement has been executed and delivered in, and shall be interpreted, governed, construed and enforced pursuant to and in accordance with the laws of the State of Massachusetts without giving effect to the principles of conflict of laws thereof. The parties agree that the sole and exclusive venue for any litigation, mediation, special proceeding or other proceeding as between the parties that may be brought or that arises out of or in connection with or by reason of the Agreement shall be Essex County, Massachusetts.
8. **Attorney’s Fees.** In connection with any litigation, mediation, special proceeding or other proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including any appeals and any post-judgment proceedings.
9. **Hospital Property.** Property owned by Hospital is the responsibility of Hospital. Such property furnished to a Contractor for repair, modification, study, delivery, etcetera, shall remain the property of Hospital. Any damage to such property occurring while in the possession of or while in route to the Contractor shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for the replacement value of the property at the current market value, less depreciation of the property, if any.
10. **Private Business Use of Bond-Financed Property.** Lawrence General Hospital has used tax exempt bonds to finance much of its property. The Internal Revenue Service (the “IRS”) requires that property financed with tax exempt bonds advance the charitable mission of the Hospital and not aid private interests. Strict limits are imposed on “private business use” of the Hospital’s tax exempt bond-financed property. If private business use exceeds the IRS limits, it may cause the tax-exempt bonds to be taxable.

- **PROPOSAL INSTRUCTIONS**

- **Proposal Instructions**

Please answer the questions in the attached Excel file named, “ANSWER TEMPLATE FOR LINEN RFP.” See all tabs. Follow instructions carefully.

Detailed information regarding options and alternatives should also be included in the bid.

- **Proposal Preparation, Delivery and Timeline**

**Please email an electronic version of your completed proposal** from an officer of the company who is authorized to bind the company by contract. All correspondence should be addressed to **Allison Beauchamp** at [allison.beauchamp@lawrencegeneral.org](mailto:allison.beauchamp@lawrencegeneral.org) (Phone: 978-683-4000 Ext. 8076), and **please copy Kevin Desmond** [Kevin.Desmond@lawrencegeneral.org](mailto:Kevin.Desmond@lawrencegeneral.org) .

**LGH MUST RECEIVE YOUR COMPLETED PROPOSAL NO LATER THAN 5:00 PM EDT ON FRIDAY, APRIL 21, 2017.**

Approximate Timeline\*:

Activity	Timeline
RFP issued and submitted to vendors	04/03/17
Deadline to submit questions	04/14/17
RFP proposals due	04/21/17
LGH analysis completed and presented to hospital stakeholders	05/05/17
Down selected vendor presentations/interviews (If necessary)	TBD
Vendor Negotiations completed by	TBD
Vendor selection and notification	TBD
LGH and Vendor sign new agreement by	TBD
Start of new agreement	12/01/17

\*Timeline subject to change if necessary

• **Questions Concerning the RFP – Questions due by FRIDAY, APRIL 14, 2017**

Any questions/comments regarding the RFP must be submitted **via email** to **Allison Beauchamp** at [Allison.beauchamp@lawrencegeneral.org](mailto:Allison.beauchamp@lawrencegeneral.org) and copy **Kevin Desmond** at [kevin.desmond@lawrencegeneral.org](mailto:kevin.desmond@lawrencegeneral.org) . LGH reserves the right to share any material questions and responses with all vendors participating in the RFP process. **VENDOR SHALL NOT CONTACT ANY OTHER EMPLOYEE, AGENT OR VENDOR OF LGH IN CONNECTION HEREWITH.** Any deviation from the procedures, instructions or format outlined in this RFP may lead to rejection of the proposal.

**2 PROPOSAL RESPONSE & PRICING**

The attached Excel file named “ANSWER TEMPLATE FOR LINEN RFP” includes questions and information regarding the LGH linen program. Please answer all questions included in the Excel (multiple tabs). Type answers directly into the cells that are highlighted in Green. These cells are also labeled with the word, “Answer.” LGH is asking vendors to return **only** the attached Excel (completed with answers) as their response to the RFP. **Exceptions:** Report examples, W-9 Forms, and Appendices/Agreements are also being requested and those documents will be acceptable in any electronic format (i.e. PDF, Excel, Word, etc.).

Please note LGH’s Group Purchasing Organization (GPO) is Vizient.

**3 APPENDIX**

- **Please read and complete the following appendices (attached):**
  - a. APPENDIX ONE: RIDER AGREEMENT (pg. 6)
  - b. APPENDIX TWO: CONFIDENTIALITY AGREEMENT (pg. 11)
  - c. APPENDIX THREE: BUSINESS ASSOCIATE AGREEMENT (BAA) (pg. 14)
  - d. APPENDIX FOUR: ANSWER TEMPLATE FOR LINEN RFP (See attached EXCEL FILE)

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## APPENDIX ONE: RIDER AGREEMENT

### RIDER

This rider ("Rider"), effective \_\_\_\_\_, 201\_ (the "Rider Effective Date", modifies and/or amends the terms and conditions set forth in the contract ("Contract") dated \_\_\_\_\_, 20\_\_, by and between Lawrence General Hospital ("Provider") and \_\_\_\_\_ ("Contractor") (collectively the "Parties"). This Rider is hereby fully incorporated by reference into said Contract as a necessary component thereof (collectively, this "Agreement"). In the event of any conflict between the terms and conditions of the Contract and this Rider as to the subject matter of this Rider, the terms and conditions of this Rider shall prevail.

#### 1. Provider Personnel Policies & Procedures:

- a. **General.** Contractor shall ensure that its employees and agents (collectively, "Personnel") receive, understand and comply with Provider's policies as provided to Contractor from time to time.
- b. **Identification.** Contractor shall provide Provider with a list of all Personnel scheduled to work at a Provider location, and provide such documentation to Provider's Human Resources Department to enable Contractor Personnel to obtain appropriate Provider identification or badge (e.g. SSN, address). Provider Personnel shall have their Provider-issued identification at all times. Provider personnel without identification shall check-in with Security prior to providing services at a Provider location.
- c. **Nondiscrimination.** Contractor agrees to comply with the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as well as any and all other applicable state and federal laws that prohibit discrimination on the basis of race, color, religious creed, national origin, sex, sexual orientation, or disability.
- d. **Infection Control:**
  - i. Contractor shall notify [Provider's Occupational Health Services Department and Human Resources Department in writing of any Personnel who is diagnosed with an infectious disease who has worked at a Provider location during the period of contagion.
  - ii. If notified by Provider of any potential infectious exposures to its Personnel, any Contractor Personnel shall only return to work after clearance from [Provider's Occupational Health Services Department].
  - iii. If appropriate, the parties will coordinate as to post-exposure follow-up of Personnel.

#### 2. Provider Personnel Qualifications:

- a. **Standard Requirements.** Contractor shall ensure that its Personnel providing services pursuant to this Contract satisfy the requirements set forth in this Rider and in **Schedule A**, attached hereto and incorporated by reference herein. Contractor shall provide Personnel with copies of Schedule A. Contractor shall store and maintain appropriate documentation of the satisfaction of these requirements, and shall provide copies of said documentation to Provider from time upon Provider's request. [Contractor will further make available to Provider any and all such documents in the original for inspection. Such inspection will take place at the Contractor office after any such request is made by Provider.]
- b. **Excluded Provider.** Contractor represents that neither it nor any of its Personnel have been suspended, excluded, debarred or sanctioned from any federal health care or other government program or licensing agency. Contractor shall not employ or contract with any individual or subcontract with any entity who is excluded from participation in any federal health care program, and shall maintain documentation of monthly excluded provider checks. Contractor agrees that Provider may immediately terminate Contractor should Contractor or any Contractor Personnel providing services hereunder be excluded or otherwise ineligible to participate in a federal health care program.
- c. **Incidents of Employment/Engagement.** All Personnel providing Services to Provider pursuant to this Agreement will be employees or agents of Contractor. Contractor will have sole and exclusive responsibility for all incidents of employment or engagement, as applicable including background screening, ensuring proper licensure/certification, paying wages, withholding federal and state taxes, paying federal social security taxes, providing unemployment insurance, and maintaining workers' compensation coverage as required by law and as further described herein.
- d. **Replacement.** The appearance, behaviors and communications of all Personnel shall demonstrate concern, consideration, courtesy and respect for our patients and staff. If in Provider's sole discretion, it is

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determined that any Contractor Personnel is incompetent, negligent, or has engaged in misconduct, Provider may require such Personnel to leave its premises, and will notify Contractor promptly. Contractor shall remove any specific Personnel from providing services immediately upon the request of Provider, and shall use best efforts to provide a comparable replacement as soon as possible.

3. Corporate Compliance Plan: Provider has provided information to Contractor regarding and Provider's compliance expectations for its vendors [a copy of which is attached as **Schedule B** hereto and incorporated by reference herein.] The Plan is designed to ensure quality of care to Provider's patients, demonstrate Provider's commitment to ensure ethical, legal conduct, and to provide a means for Provider and its vendors and their Personnel to communicate any compliance concerns in a confidential manner without fear of retaliation. Contractor agrees to inform its Personnel about the Plan and the Vendor Expectations, and to instruct them to report promptly any incidents of suspected misconduct as set forth in the Plan.
4. Personal Information; Security Incidents. To the extent that any records maintained or stored by Contractor pursuant to this Agreement contain Personal Information (as herein defined) about Provider's personnel or patients, Contractor shall comply with Chapters 93H and 93I of the Massachusetts General Laws, including regulations promulgated pursuant to Chapter 93H, 201 CMR 17.00 et seq. "Personal Information" shall mean: (a) first name or first initial; (b) last name; and (c) one or more of the following: (i) Social Security number; (ii) driver's license or state-issued identification card number; or (iii) financial account, or credit or debit card number. In the event of a Security Incident involving such records, Contractor shall immediately notify Provider via telephone and in writing reporting all known or suspected relevant facts, including the event date, description of event, description of the data involved (i.e.- name, date of birth, SS#, Address, Medical Record #, Protected Health Information, etc.), volume of data, data date range, mitigating factors in place at time of event and any remedial steps Contractor has taken or intends to take relating to the Security Incident. Contractor, however, shall only take emergency remedial steps necessary to prevent further harm or subsequent Security Incidents and shall consult with and obtain approval from Provider prior to taking any non-emergent remedial steps. For purposes of this paragraph, the term "Security Incident" shall mean: (a) the unauthorized acquisition or use of unencrypted data or encrypted electronic data and the confidential process or key that is capable of compromising security, creating a risk of identity theft or fraud against an individual; or (b) any other unauthorized use or acquisition of, or access to, Personal Information. The provisions of this paragraph shall survive the termination of this Agreement
5. Record Retention Until the expiration of six years after the termination of this Agreement, the Parties upon request shall make available to the Secretary, United States Department of Health and Human Services, the U.S. Comptroller General or any of their duly authorized representatives, this Agreement and all other books, documents, and records necessary to certify the nature and extent of the costs incurred by the Parties under this Agreement. If either Party purchases such services through a subcontract worth Ten Thousand Dollars (\$10,000) or more over twelve (12) month period with a related organization, the subcontract shall also contain a clause permitting access by said Secretary, Comptroller General, and their respective representatives to the books and records of the related organization. Contractor shall promptly notify Provider via telephone and in writing if such access is requested.
6. Effect of Rider. Except as otherwise set forth herein, the Contract is hereby ratified and is in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Rider under seal as of the Effective Date.

**Contractor**

By: \_\_\_\_\_  
Name:  
Title:

**Provider**

By: \_\_\_\_\_  
Name:  
Title:

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## **SCHEDULE A**

### **PROVIDER STAFFING REQUIREMENTS**

Contractor shall ensure that all Personnel obtain the following *prior* to working on site:

- (a) possess current state license/registrations and/or certifications, as applicable and appropriate for the services provided;
- (b) possess education, training and competency necessary to be credentialed by Provider, as applicable and appropriate for the service provided; [May vary by LGH affiliate services]
- (c) pass the following checks and/or screenings:
  - i. background check(s) as applicable and appropriate for services provided (e.g. motor vehicle driving record, credit check, etc.);
  - ii. criminal offender record information check (CORI);
  - iii. sexual offender record information check
  - iv. OIG List of Excluded Individuals/Entities (LEIE) – initial/monthly

Upon request, Contractor shall furnish Provider with such information as will enable Provider to perform its own monthly excluded provider checks on Contractor's Personnel.

- (d) meet Contractor's and Provider's conditions of employment regarding policies and procedures (e.g. standard HR file documentation)
- (e) meet Contractor's and Provider's conditions of employment regarding health clearance, to include proof of:
  - i. pre-employment physical [within prior three (3) months]
  - ii. TB skin testing-2 step
  - iii. the following immunizations and current boosters:
    - 1. Mandatory Annual Influenza Vaccine or appropriate declination
    - 2. MMR immunization dates or immune titers
    - 3. Varicella immunization dates or immune titer
    - 4. [Tdap/Td – encouraged
    - 5. [Hepatitis B - immunization series completed or immune titer
  - iv. 10 panel drug screen

(f) provide favorable professional references;

(g) complete LGH Confidentiality Form

(h) LGH Training & Orientation: Satisfactorily complete all initial, applicable training and orientation requirements required by Provider, including with respect to Service Excellence, Quality, Human Resources Policies, Safety and Emergency Response, Security, HIPAA, Information Security, Corporate Compliance, Cultural Competency, and Infection Control; and participate in ongoing education and training, as needed.

Note: Law Enforcement and Security Personnel require orientation and training as to interacting with patients, procedures for responding to unusual clinical events and incidents, LGH's channels of clinical, security and administrative communication, and distinctions between administrative and clinical seclusion and restraint.

(i) Undergo annual and as needed performance reviews in which Provider may participate, the results of which are shared by Contractor with Provider and signed off by both parties.

(j) comply with any other applicable Provider criteria for the services to be provided

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## **SCHEDULE B**

### **FACILITY COMPLIANCE AND ETHICS PLAN**

As a vendor to Provider, you are expected to comply with government regulations, laws and ethical standards of behavior whenever/wherever you do business with Provider or on the Provider's behalf. Like our employees, Provider vendors will comply with the [Facility Code of Conduct and Standards of Conduct] including the following:

- Business and operations will be conducted according to both the law and ethical standards of business conduct. Facility and its vendors will strive to set the industry standard of excellence for quality of patient care.
- Whenever there is any question of law, rule or regulation related to Provider business or personnel, the vendor will seek advice from [Management or the Chief Compliance Officer.]
- Any known or suspected instances of fraudulent, abusive or unethical behavior on the part of a Provider employee, representative, vendor or agent is to be reported immediately to the **Chief Compliance Officer** or through the [Hotline, at \_\_\_\_\_] communications with government representatives will be truthful, accurate and complete.
- [No unauthorized person will disclose confidential information that violates the privacy rights of our patients. Provider employees, vendors and representatives will maintain patient records in designated secure storage areas, will not transmit or share confidential information without the appropriate authorization and security measures, and will assure appropriate measures are taken so that unauthorized parties are not given access to paper or electronic patient-specific information. Patients can expect their privacy will be protected and patient - specific information will be released only to persons authorized by law or by the resident's written consent.]
- No employee or vendor may make, directly or indirectly, any claim for payment under a health care benefit program which contains information known to be false. Examples of prohibited claims include: billing for services not rendered; misrepresenting the services actually rendered; falsely certifying that certain services were medically necessary, and billing for professional services rendered by an individual who is not licensed to perform the services.
- Never offer, solicit, or accept, directly or indirectly, an improper payment (such as a bribe, kickback, or otherwise), to or from any person employed by an affiliated with the Provider. An improper payment includes anything of value offered for the purpose of influencing the recipient to make a decision or take action favorable to the Provider or the vendor in question, on grounds that are not directly related to the merits of the decision. This applies not only to money, but to *anything of value*, such as the use of vendor's property, services or personnel, as well as expensive gifts or entertainment.
- Do not make payments to physicians or other parties to influence the flow of referrals or give payments or gifts to any individual to secure referrals or obtain favorable treatment. Gifts of substantial value to or entertainment of physicians or other parties in a position to influence resident referrals are prohibited. No gifts or entertainment may be given or offered to any government official.
- Normal business courtesies and ordinary and simply hospitality are appropriate if it is in good taste and in keeping with our mission and applicable law.
- You should not ask for or accept gifts, fees, commission, or gratuities from patients, their family members, or suppliers. It should never be suggested or implied that the Facility will give preferred status to any individual or organization in exchange for the payment of anything of value to Provider or individual employees.

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- All financial and medical records for which you are responsible must accurately reflect all transactions and services.
  - All claims for services submitted by the Provider, affiliate and/or vendors must be accurate and substantiated by adequate documentation in the patient's medical record. Billing codes used must accurately reflect the services provided.

The Facility values its vendor relationships and takes great pride in the quality of services provided to our patients. We look to our vendors to maintain a similar dedication to quality, ethics and compliance and hope this overview of the Plan and the standards of conduct provide you with additional resources to maintain quality and assure compliant and ethical behavior.

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## APPENDIX TWO: CONFIDENTIALITY AGREEMENT

### CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") made as of September \_\_\_\_, 2015 between [Insert Your Company's Name] at [Insert Company's Address] and Lawrence General Hospital ("LGH" or the "Hospital"), with principal offices at One General Street, Lawrence, MA 01842.

WHEREAS, [Insert Your Company's Name] and the Hospital are engaged in discussions regarding a possible business transaction (the "Proposed Transaction"), and in connection therewith each party will have access to certain confidential and proprietary information of the other party; and

WHEREAS, [Insert Your Company's Name] and the Hospital wish to evidence by this agreement the manner in which said confidential and proprietary information will be treated.

NOW THEREFORE, and in consideration of the premises, [Insert Your Company's Name] and the Hospital agree as follows:

#### 1. Definitions.

"Owner" shall mean the party disclosing Proprietary Information (as hereinafter defined) or from whom Proprietary Information was obtained.

"Recipient" shall mean the party receiving the Proprietary Information.

"Proprietary Information" shall mean any and all written or oral technical, trade secret or business information including, without limitation, financial information, business or marketing strategies or plans, product development, or customer information of the Owner, or any other information identified as confidential by Owner, which is disclosed to the Recipient or is otherwise obtained by the Recipient from the Owner, its affiliates, agents or representatives during the term of this Agreement.

2. **Duty not to Use or Disclose.** Each Recipient acknowledges and understands that the Proprietary Information is confidential and proprietary, that it may constitute trade secrets of the Owner, and that it is of great value and importance to the success of the Owner's business. Each Recipient agrees to use reasonable efforts (the same being not less than that employed to protect its own proprietary information of a similar type) to safeguard the Proprietary Information of the Owner and to prevent the unauthorized, negligent or inadvertent use or disclosure thereof. Neither Recipient shall, without the prior written approval of an officer of the Owner, directly or indirectly, disclose the Proprietary Information of the Owner to any person or business entity except for its shareholders and members, directors, officers, a limited number of employees, attorneys, accountants and other advisors of such Recipient and its affiliates on a need-to-know basis in connection with the Proposed Transaction ("Representatives"). Each Recipient shall cause its Representatives to observe the terms of this letter agreement, and will be responsible for any breach of this letter agreement by any of its Representatives. Neither Recipient shall in any manner copy or reproduce all or any portion of the Proprietary Information of the Owner without the prior written approval of the Owner, except for copies distributed to the aforementioned Representatives on a need-to-know basis in connection with the Proposed Transaction. Each Recipient shall only use the Owner's Proprietary Information in connection with the Proposed Transaction and shall not use such Proprietary Information for any other purpose.

All negotiations between the parties hereto regarding the Proposed Transaction, including the existence of the Proposed Transaction, shall be deemed Proprietary Information of both parties hereunder and each party agrees to

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treat such information as Proprietary Information for all purposes of this Agreement. Without limiting the forgoing, except as required by law, each party hereto agrees that it will not, and it will not allow any of its affiliates, representatives, employees and agents to, make any public announcements, filings or other disclosures (other than to its authorized Representatives as set forth herein) with respect to the Proposed Transaction without the written consent of the other party hereto.

3. **Duty to Return.** Each Recipient shall, upon written request of the Owner, upon completion or other termination of discussions with respect to the Proposed Transaction or upon termination of this agreement, whichever is earlier, promptly: (a) return to Owner, or destroy, any and all Proprietary Information of the Owner in tangible form together with any copies or reproductions thereof; and (b) destroy any notes, memoranda or other documents concerning the Proprietary Information of the Owner to the extent that they contain or reflect such Proprietary Information and, if requested by the Owner, provide a certificate from an officer of such Recipient certifying to the Owner that such items have been destroyed. Notwithstanding the forgoing sentence, (i) such Recipient shall be permitted to retain one copy of all such written material solely to be kept in the files of its legal department, on a confidential basis, in accordance with the terms of this Agreement, and (ii) the forgoing requirement shall not apply to the work papers of Recipient's third-party accountants.

4. **Exclusions.** Neither Recipient shall have any obligations under this agreement with respect to any information that is: (a) already known to such Recipient or its affiliates at the time of the disclosure; (b) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of such Recipient; (c) subsequently disclosed to such Recipient or its affiliates on a non-confidential basis by a third party not having a confidential relationship with the Owner and which rightfully acquired such information; (d) independently developed by such Recipient or its affiliates; (e) communicated to a third party by such Recipient with the express written consent of the Owner; or (f) required to be disclosed to any governmental agency or is required to be disclosed by any subpoena, summons, order or other judicial process. In the event that either Recipient or their respective Representatives are requested pursuant to, or required by, applicable law, regulation or legal process to disclose any Proprietary Information, such Recipient will notify the Owner promptly so that Owner may seek a protective order or other appropriate remedy or, in Owner's sole discretion, waive compliance with the terms of this letter agreement. In the event that no such protective order or other remedy is obtained, or that the Owner waives compliance with the terms of this letter agreement, Recipient will furnish only that portion of the Proprietary Information which Recipient is advised by counsel is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Proprietary Information which is compelled to be disclosed.

5. **Termination.** This Agreement shall terminate upon the earlier of (i) one (1) year from the date hereof, (ii) termination of discussions between the parties relating to a Proposed Transaction as contemplated by this agreement, or (iii) completion of a Proposed Transaction, unless extended by mutual agreement or terminated pursuant to the succeeding sentence. Either party may terminate this agreement at any time by giving the other party five (5) business days' written notice. The rights and obligations of the parties hereunder with respect to any Proprietary Information disclosed or obtained prior to termination shall survive any termination of this agreement or any return of Proprietary Information under Section 3.

6. **Damages.** Each party hereto acknowledges that the agreements and covenants contained in this letter agreement are of a unique and valuable nature and may, if breached, result in irreparable damage to the other party that may not be readily susceptible to monetary valuation and that other remedies at law may be inadequate to protect the other party against any actual or threatened breach of this letter agreement by each party or its Representatives. Accordingly, in the event that a party hereto or its Representatives breach, or the other party, in good faith, alleges that a party or its Representatives have breached, this letter agreement, the other party shall have the right, without prejudice to any other rights and remedies otherwise available to it, to seek immediate injunctive or other equitable relief in its favor without proof of actual damage, in addition to any other remedies provided by law or equity, in furtherance of the enforcement of

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this letter agreement. In the event of litigation relating to this letter agreement, if a court of competent jurisdiction determines in a final, non-appealable order that this letter agreement has been breached by a party or its Representatives, then such party will reimburse the other party for its costs and expenses (including, without limitation, legal fees and expenses) incurred in connection with all such litigation.

**7. Indemnification.** Each party will indemnify, defend, protect and hold harmless the other party and its subsidiaries, affiliates, officers, directors, stockholders, agents, partners, employees and representatives (each, an “*Indemnities*”) at all times from and against any and all claims, damages, actions, causes of action, suits USA proceedings, demands, assessments, adjustments, punitive damages, penalties, fines, liabilities, costs and expenses of any nature (including without limitation, claims for interest, court costs and attorneys’ fees and expenses of investigation), which are asserted against or incurred by such Indemnities, directly or indirectly, as a result of, arising out of or related to, (i) any negligent or wrongful act or omission of a party or any of its Representatives relating to the Proprietary Information, and (ii) any breach or nonfulfillment by a party or any of its Representatives of, or any noncompliance by a party or any of its Representatives with, any covenant, agreement or obligation contained herein. The provisions of this Section 8 shall survive the termination of this letter agreement.

**8. General.** This Agreement may be executed in two or more counterparts, all of which together shall be considered a single instrument. This Agreement contains the entire agreement between [Insert Your Company’s Name] and the Hospital with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between them relating to the subject matter of this Agreement. Except to the extent provided in a definitive agreement between the parties relating to the Proposed Transaction (if and when entered into by the parties), neither party is making any representation or warranty, expressed or implied, as to the accuracy or completeness of any of its Proprietary Information nor shall either Owner have any liability to the Recipient or to any other person resulting from the Recipient’s use of the Proprietary Information of such Owner. Neither party shall be bound with regard to any Proposed Transaction being discussed by the parties unless a definitive written agreement relating to such transaction is executed by both parties. The provisions of this agreement shall be binding upon each party's successors and assigns and shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts, excluding its conflict of law’s provisions.

**[Insert Your Company’s Name]**

**LAWRENCE GENERAL HOSPITAL**

By: \_\_\_\_\_  
Authorized Representative

By: \_\_\_\_\_  
Authorized Representative

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**APPENDIX THREE: BUSINESS ASSOCIATE AGREEMENT (BAA)**

**LAWRENCE GENERAL HOSPITAL  
BUSINESS ASSOCIATE AGREEMENT  
(revised September, 2013)**

This Business Associate Agreement ("Agreement") is dated \_\_\_\_\_, 20\_\_\_\_ and is between Lawrence General Hospital ("Covered Entity") with a place of business at One General Street, Lawrence, Massachusetts 01841, and \_\_\_\_\_ ("Business Associate") with a place of business at \_\_\_\_\_ (each a "Party" and collectively the "Parties").

WHEREAS, Covered Entity and Business Associate have entered into Agreement dated \_\_\_\_\_, \_\_ 2015 (the "Services Agreement"); and

WHEREAS, Covered Entity and Business Associate are subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (together, "HIPAA"), the Health Information Technology for Economic and Clinical Health Act (adopted as part of the American Recovery and Reinvestment Act of 2009) and its implementing regulations (together, "HITECH", and collectively with HIPAA, the "HIPAA Rules"), with respect to Protected Health Information ("PHI"); and

WHEREAS, the Covered Entity and Business Associate are subject to the Massachusetts Protection of Personal Information statutes (MGL c. 93H and c. 93I) and their implementing regulations (together, the "State Requirements"), with respect to Personal Information;

WHEREAS, Covered Entity possesses PHI that is protected under the HIPAA Rules, and is permitted to use or disclose such information only in accordance with such laws and regulations;

WHEREAS, because Covered Entity's accounts payable transactional data, which Business Associate needs to perform supply cost benchmarking services includes information related to patient refunds, incidental to the Services Agreement, Business Associate may receive such information from Covered Entity or create, receive, maintain or transmit such information on behalf of Covered Entity;

WHEREAS, Covered Entity wishes to ensure that Business Associate will appropriately safeguard PHI and comply with the State Requirements;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

**1. Definitions**

Capitalized terms used in this Agreement without definition shall have the respective meanings assigned to such terms by the HIPAA Rules or the State Requirements, as applicable. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the laws stated above. In the event of a conflict between the definitions in this Agreement and the definitions in the laws stated above, the definitions in the laws stated above shall be applied.

Breach means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Rules which compromises the security or privacy of the PHI. The term Breach excludes:

- (a) Any unintentional acquisition, access or use of PHI by an employee or individual acting under the authority of a covered entity or business associate if such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate and if such information is not further acquired, accessed, used, or disclosed by any person; or
- (b) Any inadvertent disclosure from an individual who is otherwise authorized to access PHI at a facility operated by a covered entity or business associate to another similarly situated individual at the same facility, as

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long as any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person; or

(C) A disclosure in which Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

Electronic Protected Health Information (ePHI) means PHI, which is transmitted by Electronic Media (as defined in the HIPAA Privacy and Security Rules) or maintained in Electronic Media.

Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

Individual means the person who is the subject of PHI, and shall include a person who qualifies under the HIPAA Rules as a personal representative of the Individual.

Personal Information means a Massachusetts resident's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "Personal Information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

Protected Health Information (PHI) means, consistent with 45 C.F.R. §160.103, any information, whether oral or recorded in any form or medium 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 and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the HIPAA Rules. If Business Associate creates, maintains, receives or transmits electronic Personal Health Information on behalf of Covered Entity, PHI shall include Electronic Personal Health Information.

Subcontractor means a person to whom a Business Associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such Business Associate, consistent with 45 C.F.R. §160.103.

Unsecured PHI means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued, as set forth in 45 C.F.R. §164.402.

## **2. Obligations of Business Associate**

A. Limited Use or Disclosure of PHI. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement, consistent with the Services Agreement, or as required by law. Business Associate may (1) use or disclose PHI to perform the services agreed to by the Parties; (2) use PHI internally for Business Associate's proper management and administration or to carry out its legal responsibilities; (3) disclose PHI to a third party for Business Associate's proper management and administration or to carry out its legal responsibilities provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; or (4) use PHI to de-identified information consistent with the standards set forth at 45 C.F.R. §164.514. Business Associate will not sell PHI or use or disclose PHI for marketing or fund raising purposes as set forth in 45 C.F.R. § 164.501.

B. Subcontractors. Business Associate shall use commercially reasonable efforts to ensure that any Subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees to materially the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information. Business Associate shall obtain and maintain a written agreement with each Subcontractor that has or will have access to PHI, which is received from, or created or received by Business Associate on behalf of Covered Entity whereby Subcontractor shall agree to be bound by materially the same restrictions, terms and conditions that apply to Business Associate pursuant to this Agreement with respect to such PHI.

C. Safeguards.

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(i) Business Associate agrees to implement the administrative, physical and technical safeguards set forth in 45 C.F.R. § 164.302-318 and otherwise reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity and to use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted under this Agreement.

(ii) With respect to Personal Information, Business Associate shall implement and maintain appropriate security measures to protect Personal Information consistent with State Requirements, which measures shall include, but not be limited to, developing, implementing and maintaining a Comprehensive Written Information Security Program, as set forth in the State Requirements. Business Associate shall take reasonable measures to ensure that its employees, other agents and contractors comply with the State Requirements. Business Associate shall, and shall assure that its employees, other agents and contractors shall dispose of Personal Information consistent with the State Requirements.

**D. Notice of Use or Disclosure, Security Incident or Breach.**

Business Associate shall, without unreasonable delay, but in no event later than three (3) business days after becoming aware of an actual Breach of PHI (as defined in the HIPAA Rules), report such Breach to the Covered Entity. Business Associate agrees to provide the Covered Entity with all information that the Covered Entity reasonably requests in connection with the Breach of PHI, except that such disclosure shall not be deemed to require the disclosure of confidential business information or trade secrets. .

(i) Business Associate shall, without unreasonable delay, but in no event later than three (3) business days after becoming aware of any acquisition, access, use, or disclosure of PHI related to patients of Covered Entity in violation of this Agreement (“Improper Treatment of PHI”) by Business Associate, its employees, other agents or contractors or by a third party to which Business Associate disclosed PHI, report such Improper Treatment of PHI to the Covered Entity. Without limiting the foregoing, Business Associate shall report the Improper Treatment of PHI to the Covered Entity, even if Business Associate determines that the Improper Treatment of PHI poses a low probability that the PHI has been compromised or otherwise does not constitute an actual Breach of PHI.

(ii) Business Associate shall, without unreasonable delay, but in no event later than three (3) business days after becoming aware of any Security Incident, report the Security Incident to the Covered Entity.

**E. Reporting Breach of Security and Improper Treatment of Personal Information.** Business Associate shall, without unreasonable delay, but in no event later than three (3) business days after: (i) knowing or having reason to know of a Breach of Security (as defined in M.G.L. c. 93H) with respect to Personal Information related to a patient of Covered Entity, or (ii) knowing or having reason to know that the Personal Information of a Massachusetts resident was acquired or used by an unauthorized person or used for an unauthorized purpose (“Improper Treatment of Personal Information”), report such Breach of Security and/or Improper Treatment of Personal Information, as applicable, to Covered Entity. Business Associate agrees to provide the Covered Entity with all information that Covered Entity reasonably requests in connection with a Breach of Security and/or Improper Treatment of Personal Information, as applicable, except that such disclosure shall not be deemed to require the disclosure of confidential business information or trade secrets.

**F. Access.** Within three (3) business days of a request by Covered Entity for access to PHI about an Individual contained in any Designated Record Set of Covered Entity maintained by Business Associate, Business Associate shall make available to Covered Entity such PHI for so long as Business Associate maintains such information in the Designated Record Set. Without limiting the foregoing, Business Associate shall provide reasonable access to PHI to Covered Entity in order for Covered Entity to meet its requirements in 45 CFR §164.524. If Business Associate receives a request for access to PHI directly from an Individual, Business Associate shall forward such request to Covered Entity within five (5) business days.

**G. Amendments.** Within ten (10) business days of receipt of a request from Covered Entity, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees, upon request of Covered Entity or an Individual. If Business Associate receives a request for amendment to PHI directly from an Individual, Business Associate shall forward such request to Covered Entity within five (5) business days.

**H. Disclosure of Practices, Books and Records.** Business Associate agrees to make internal practices,

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books and records 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 Secretary in a time and manner designated by the Secretary, for the purposes of the Secretary in determining the Parties compliance with HIPAA, the HITECH Act and corresponding regulations.

I. Accounting. Business Associate agrees to provide to Covered Entity an accounting of PHI disclosures made by Business Associate, including disclosures made for treatment, payment and health care operations. The accounting shall be made within ten (10) business days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures PHI (other than disclosures to which an exception to the accounting requirement applies). If Business Associate receives a request for an accounting of PHI directly from an Individual, Business Associate shall forward such request to Covered Entity within five (5) business days.

J. Security of Electronic PHI. Business Associate agrees to, upon reasonable prior written request from Covered Entity (1) provide annually a certification to Covered Entity that it has implemented and maintains administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity; (2) ensure that any agent, including a Subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (3) report to the Covered Entity any security incidents of which it becomes aware in accordance with the terms agreed herein.

J. Minimum Necessary. To the extent required by the "minimum necessary" requirements of the HIPAA Rules, Business Associate shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

K. Prohibition on Sale, Use or Disclosure of PHI for Marketing and Fundraising. Business Associate hereby agrees that it shall not directly or indirectly receive remuneration in exchange for any PHI unless Covered Entity obtained a valid Authorization from the Individual who is the subject of the PHI or the purpose of the exchange falls within one of the exceptions set forth in the HIPAA Rules. Business Associate further agrees that it shall not use or disclose any PHI for purposes of Marketing or Fundraising unless Covered Entity obtained a valid Authorization from the Individual who is the subject of the PHI or the purpose falls within one of the exceptions to the Authorization requirements set forth in the HIPAA Rules.

L. Mitigation. Business Associate agrees to mitigate, to the extent commercially reasonable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or Subcontractor in violation of Business Associate's obligation under this Agreement. Upon request, Business Associate shall provide Covered Entity with verification of the efforts of any Subcontractor to mitigate any harmful effects of disclosure of PHI by any Subcontractor.

M. Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all reasonable and documented (a) costs and expenses, including attorney's fees, to fulfill any notification obligations imposed on Covered Entity proximately caused by Business Associate's unauthorized use or disclosure of PHI and (b) penalties imposed by a federal or state governing agency against Covered Entity to the extent such penalty is imposed upon Covered Entity citing Business Associate's acts or omissions of its obligations hereunder as the basis for imposing such penalty against Covered Entity.

### **3. Obligations of Covered Entity**

A. Notice of Privacy Practices of Covered Entity. Covered Entity shall provide Business Associate with the written notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, to the extent that limitations in such notice may affect Business Associate's use or disclosure of PHI, as well as any changes to such notice.

B. Restrictions in Use of PHI. Covered Entity shall notify Business Associate of any changes or restrictions to the use or disclosure of PHI that Covered Entity has agreed, to the extent that such restrictions may affect Business Associate's use or disclosure of PHI.

C. Changes in the Use of PHI. Covered Entity agrees to notify Business Associate of any changes in, or

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revocation of, permission by an Individual to use or disclose PHI, to the extent such changes or revocation affects Business Associate's use or disclosure of PHI.

D. Appropriate Requests. Except as otherwise provided in this Agreement, Covered Entity will not ask Business Associate to use or disclose PHI in any manner that would violate the HIPAA Rules if done by Covered Entity.

E. Minimum Necessary. To the extent required by the "minimum necessary" requirements of the HIPAA Rules, Covered Entity shall only and disclose and provide the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure under the Services Agreement.

#### **4. Term and Termination**

A. Term. The Term of this Agreement shall be effective as of the date listed above and shall terminate when all of the PHI and/or Personal Information 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, protections are extended to such information, in accordance with the termination provisions in this section.

Business Associate and Subcontractor shall take appropriate measures to return or destroy all PHI provided by Covered Entity or created or received by Business Associate or Subcontractor, wherever located, stored, or processed including, but not limited to, personal digital assistants, photocopiers, including photocopier drum, computer discs, and hard drives.

B. Termination for Cause. Notwithstanding any other provision of this Agreement or the Services Agreement, the Services Agreement may be terminated by Covered Entity upon ten (10) business days advance written notice to Business Associate in the event that Business Associate breaches this Agreement and such breach is not cured within such 10-day period.

C. Effect of Termination.

(i) Upon termination of this Agreement for any reason (including expiration), Business Associate shall return or destroy all PHI and Personal Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI and Personal Information that is in the possession of any Subcontractors of Business Associate.

(ii) In the event that returning or destroying the PHI and Personal Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and, Business Associate (or Subcontractor, if applicable) 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 or Subcontractor maintains such PHI.

#### **5. Miscellaneous**

A. 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 and Business Associate to comply with the applicable requirements of the HIPAA Rules and State Requirements and any applicable regulations in regard to such laws. All amendments shall be in writing and signed by authorized representatives of each party.

B. Survival. The respective rights and obligations of Business Associate specifically identified in this Agreement as surviving rights and obligations shall survive the termination or expiration of this Agreement.

C. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Rules and State Requirements or any applicable regulations in regard to such laws.

D. Prior Agreement. This Agreement shall replace and supersede any prior Business Associate Agreement between the Parties.

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E Notice. Except as other modes of notice are expressly permitted hereby, any notice required or permitted to be given by a party pursuant to this Agreement shall be deemed effective if given in writing, delivered by certified mail, verified courier delivery, or confirmed facsimile or telex transmission to the parties at the following addresses:

To Covered Entity:      Lawrence General Hospital  
                                 One General Street  
                                 Lawrence, MA 01841  
                                 Attn:  
                                 Fax:

To Business Associate:

                                 Attn: General Counsel

Or to such other person and or address as either party may from time to time designate in writing. Notice shall be deemed effective: (i) in the case of a mailed notice, on the third (3<sup>rd</sup>) day following mailing, if actually received by the addressee; and (ii) in all other cases, upon actual receipt.

F. Choice of Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the date written above.

**COVERED ENTITY:**  
**LAWRENCE GENERAL HOSPITAL**

**BUSINESS ASSOCIATE**  
\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Witness: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Witness: \_\_\_\_\_