MEMORANDUM OF UNDERSTANDING

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This Memorandum of Understanding (MOU) is made and entered into [illegible]

[illegible] and Medical College (LSU) and the State of Louisiana, [illegible] the Commissioner of Administration (State), LCE, LHC, LSU, and the State [illegible] collectively, the "Parties" [illegible]

RECITALS

[illegible]

the Parties agree that they must further [illegible] and understand that financial efficiencies [illegible]

[illegible] and [illegible] the extent applicable, the [illegible] must be modified in key areas and, in the interim, the Parties [illegible] MOU will supersede the terms of the CEA and Related Agreement,

[illegible] the Parties believe this MOU is necessary to among other valuable public [illegible] (1) stabilize health care delivery and medical education; (2) optimize the [illegible]

WHEREAS, in order to meet these goals, [illegible] must be achieved;

WHEREAS [illegible]

delivery system, the P[illegible] Related Agreement [illegible] agree that this MO[illegible]

WHEREAS, [illegible] purposes [illegible]

WHEREAS, in order to achieve these goals, the Parties agree that they need to work

collaboratively to ensure that delivery of health care is outcome driven in order to

ions,

of a Related Agreement, the CEA or Related Agreement provi

including all public purpose provisions, remain in effect.

2. In accordance with Section 8.1 of the CEA, LGHS agreed to

good faith with LSU to establish terms of a Clinical and Acco

negotiate in

ntable C

ement services in exchange

the Parties agree that this

e parties to the Clinical and

ill terminate such agreement,

ereof, LGHS will work in good faith

cipation in a data metrics program

data analytics and disease manag

for a fair market value services fee. T

requirement is no longer applicable, the

Accountable Care Services Agreement w

generating savings to LGHS. In lieu the

with the LDH to establish terms of part

implemented by LDH.

he CEA, LGHS agreed to contract with

SU physicians and related services as

GHS to provide patient care in the hospital and

outpatient clinics. This requirement is acknowledged

mined by LGHS and it is expressly stated that LGHS and LSU

sess the current payment formula under the existing agreement for

3. In accordance with Section 8. of the

LSU to obtain the services of

determined necessary by L

its provider-based

and reaffirm

shall as

within the range of fair market value supported by data compiled by the

Association of American Medical Colleges or other similar

ee to pay LSU amounts due under such agreement within 60

calendar days of receipt of an invoice and all supporting documentation for

5. LCHIS and UHC will act in good faith to evaluate costs for which reimbursement is made under their MSO and the OPAL and identify [illegible]

[illegible]

[illegible] therefore LCHIS will work in good faith with the State to modify the [illegible] establish more predictable payment [illegible] for [illegible]

[illegible]

[illegible] conditioned [illegible]

SIGNATURE PAGE FOR MEMORANDUM OF UNDERSTANDING

BOARD OF SUPERV[illegible]

Date

Its: President

UNIVERSITY HOSPITAL & CLINICS, INC.

By: [illegible] 9/15/16

Date