

**THIS MASTER COLLABORATIVE AGREEMENT** (this "*Agreement*") is effective as of the 24<sup>th</sup> day of June, 2013, (the "*Effective Date*"), by and among University Hospital & Clinics, Inc. ("*UHC*") a Louisiana nonprofit corporation, Lafayette General Health System, Inc.

incorporated herein by reference and are made a part hereof in their entirety.

**5. SELF INSURANCE RETENTION.** In the event and to the extent UHC elects to provide self-insurance as allowed under the terms of the Lease, UHC shall extend such self-insurance coverage and all of the protections afforded thereby to LSU and LSU's employees, board members, agents, contractors and invitees (the "LSU Insureds") to the same extent as if the LSU Insureds were named as additional insureds under a commercial policy of insurance

purchased by UHC.

**6. SETTLEMENT OF COST REPORTS; INVESTIGATIONS.**

a. LSU shall prepare and timely file all cost reports relating to the periods ending prior to the Effective Time, as provided for in the Lease.

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

limitation, all Medicaid payments received by UHC for services provided by LSU prior to the Effective Time, except fees, funds and revenues attributable to Medicare/TRICARE Transition Patients as provided in Section 7(a), within the first seven (7) days following the month in which such fees, funds or revenues were received by UHC.

iii. With respect to any and all funds, fees and revenues attributable to the Hospital's operation after the Effective Time, UHC shall be entitled to receive

b. Use of Names. UHC shall not use LSU's name or logo, or the name or logo of any of LSU's affiliates, in print, except upon written approval of LSU, or pursuant to the Trademark License Agreement between the Parties. LSU shall not use UHC's name or logo, or the name or logo of any of UHC's affiliates, in print without the prior written approval of UHC. Notwithstanding the foregoing: (i) the Parties may make use of each other's names and logos in a

joint public announcement of their affiliation; and (ii) either Party may at any time disclose its affiliation with the other for informational purposes.

Cooperation in Litigation. Each Party shall provide information

testimony and otherwise assist the other Party in defending against litigation brought against a Party, its directors, officers or employees based upon a claim of negligence, malpractice or any other cause of action, arising under this Agreement, the CEA and any of the Addenda attached

## 11. TERMINATION.

a. Termination by Mutual Consent. This Agreement, or the obligations under any of the Addenda attached hereto, may be terminated by the mutual, written consent of the Parties. For the sake of clarity, if any Addendum attached hereto is terminated by the mutual, written consent of the Parties, the remainder of this Agreement, and any remaining Addenda attached hereto, shall not be affected by any such termination.

b. Termination for Breach. Except as more specifically set forth below, either Party may terminate this Agreement, or the obligations under any of the Addenda attached hereto, upon breach by the other Party of any material provision of this Agreement, or any material provision of the specific Addendum being terminated, provided such material

continues for thirty (30) days after receipt by the breaching Party of written notice of such breach from the non-breaching Party without the breaching Party commencing a cure of said breach within the thirty (30) day period and diligently prosecuting said cure (even if the cure is not complete within such thirty (30) day period). For the sake of clarity, (i) if a material provision of an Addendum to this Agreement is breached by any Party, the non-breaching Party may only terminate the Addendum that has been breached in accordance with the provisions of this Section 11, and the remainder of this Agreement, and any remaining Addenda attached hereto, shall not be affected by any such termination, and (ii) this Section 11(b) shall not supersede the termination provisions of the CEA, the Lease, or any other document that effectuates the Contemplated Transactions (as defined in the CEA).

c. Termination for Changes in Law. Should any Legal Requirement (as

(ii) for rights and obligations accruing prior to such effective date of termination; or (iii) arising as a result of any breach of said Addendum; and, provided, that the remainder of this Agreement, and any remaining Addenda attached hereto, shall not be affected by any such termination.

**12. COMPENSATION.** The amount, timing and other terms and conditions relating to

to payments for the services provided pursuant to this Agreement shall be as set forth in the applicable Addendum. Notwithstanding the foregoing, any and all payment obligations of UHC to LSU and any and all service obligations of LSU to UHC pursuant to this Agreement shall be suspended immediately upon UHC's providing Notice of a Potential Terminating Breach pursuant to Section 14.5 of the CEA or in the event of Inadequate Funding pursuant to Section 14.6 of the CEA, until such time as the Potential Terminating Breach is resolved pursuant to the procedures set forth in Section 14.5 of the CEA or the Inadequate Funding is cured pursuant to the procedures set forth in Section 14.6 of the CEA, as applicable. Upon the resolution or cure of any such breach or Inadequate Funding in accordance with the foregoing, UHC's payment obligations and LSU's service obligations shall resume and become due and payable.

**13. INDEMNIFICATION.**

a. LSU's Indemnity Obligations. To the extent permitted by applicable law,

notice to the person obligated to indemnify under this Section 13 (an  
"Indemnifying Person") of the receipt of such third party claim

provided that the failure to notify the Indemnifying Person will not



claim so defended for the purposes of this Agreement or any compromise or settlement effected without its written consent (which may not be unreasonably withheld).

iv. *Status and Assistance.* With respect to any third-party claim subject to indemnification under this Section 12, (A) I shall not be liable for

Defense and the Indemnification Defense of the same under this Section 12

Exhibit attached hereto were negotiated by the signatories hereto with the benefit of legal

and/or the Addenda attached hereto to be construed or interpreted against any signatory hereto  
shall not apply to any construction or interpretation hereof

c. Finances Except as otherwise provided in this Agreement and

counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic (in PDF format) transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or electronically (in PDF format) shall be deemed to be their original signatures for all purposes.

i. Enforcement and Attorneys' Fees. If it becomes necessary for one Party to employ the services of an attorney for the protection and enforcement of its rights under this Agreement or any Addenda attached hereto, or to interpret this Agreement or any Addenda

attached hereto, or to compel performance of the other Party's obligations under this Agreement

and shall be duly given by the applicable Party if personally delivered to the applicable Party, or if sent overnight by a nationally recognized and reputable overnight delivery service, or if sent by

If to LSU:

Board of Supervisors of Louisiana State  
University  
and Agricultural and Mechanical College  
3810 West Lakeshore Drive  
Baton Rouge, LA 70808

With a copy to:

Taylor, Porter, Brooks & Phillips LLP  
8th Floor Chase Tower South  
451 Florida Street  
Baton Rouge, LA 70801  
Attention: Health Care Partner

Lafayette General Health System, Inc.  
1214 Coolidge Street  
Lafayette, LA 70505  
Attention: General Counsel

Baker Donelson Bearman Caldwell  
& Berkowitz, PC  
Chase North Tower  
450 Laurel Street, 20th Floor  
Baton Rouge, LA 70801  
Attention: Dickie Patterson, Esq.

three (3) Business Days after posted with the United States Postal Service.

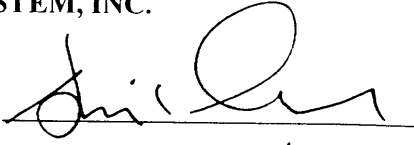
o. Waiver. No waiver by any Party of any breach of this Agreement or any Addenda attached hereto, no matter how long continuing nor how often repeated, shall be construed as a waiver of any subsequent breach; nor shall any delay or omission by any Party to

effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization upon written request shall make available to the

*Signature page for Master Collaborative Agreement*

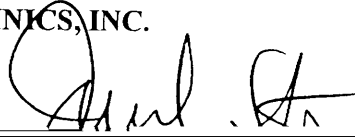
THUS DONE AND SIGNED as of the Effective Date.

**LAFAYETTE GENERAL HEALTH  
SYSTEM, INC.**

By: 

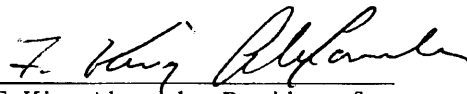
Title: President

**UNIVERSITY HOSPITAL &  
CLINICS, INC.**

By: 

THUS DONE AND SIGNED as of the Effective Date.

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

By:   
F. King Alexander, President of  
Louisiana State University System



**ADDENDUM 1**  
**Accountable Care Services**

WHEREAS, the availability of the Accountable Care Services (as defined below) to be provided pursuant to the Master Collaborative Agreement, to which this **Addendum 1** is made a part of in its entirety will assist with the health and welfare of the community served by

WHEREAS, HCSD has extensive experience and data involving health care safety-net patients that allows HCSD to provide data warehouse, data analytics, disease management, telemedicine, population health and other data-driven, health-related services, as more particularly described on **Schedule A**, attached hereto (the "Schedule A")

c. Healthcare Effectiveness Meetings. Designees of UHC shall attend Health Care Effectiveness meetings and workgroups to create, in collaboration with HCSD, an infrastructure conducive to program development customized for the Hospital. UHC shall support designees' participation in various disease management breakout sessions and collaborative inter-professional teams as described in the spiral of improvement in Section A.1.

this Addendum 1.

3. **PURCHASE PRICE.** UHC will purchase the Accountable Care Services from LSU for each fiscal year of LSU by paying LSU the Accountable Care Services Price (as defined below and as adjusted below) in accordance with this Addendum 1 as follows:

Accountable Care Services. The provisions set forth in this Section 5 of this Addendum 1 shall

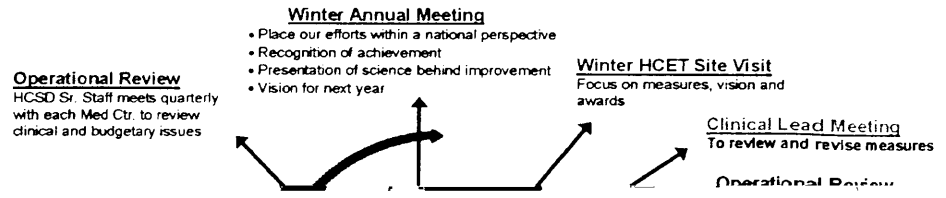
cause of such termination.

c. Statutory Employer. Notwithstanding the foregoing, and to the extent allowed by law, for purposes of the Louisiana Workers' Compensation Law, LA R.S. 23:1021 *et seq.*, UHC and LSU agree that the Accountable Care Services performed by LSU are an integral part of and are essential to the ability of UHC to generate UHC's goods, products and/or services, and that the Accountable Care Services of LSU shall be considered part of UHC's trade, business, and occupation, for purposes of LA R.S. 23:1061(a)(1). Furthermore, UHC and LSU

and Division of Administration, allowing for assessment of the public-private partnership's ability to improve quality, improve access, lower costs, and increase

- patient satisfaction;
- h. Promote Collaborative Learning by:
    - i. Organizing and hosting the Quarterly Health Care Effectiveness Forums in which the following activities may take place:
      - 1. Quarterly Inter-Professional Subject Expert Meetings
        - a. Medical Home
        - b. Patient Safety
        - c. Disease Management
          - i. Asthma/ COPD
          - ii. Congestive Heart Failure
          - iii. Diabetes
          - iv. Chronic Kidney Disease
          - v. HIV
          - vi. Emergency Department Throughput and Quality
          - vii. Prevention and Health Promotion
            - 1. Cancer Screening
            - 2. Smoking Cessation
            - 3. Hypertension
            - 4. Obesity
            - 5. Others
      - 2. Ad Hoc Interest Groups, for example Pre-diabetes screening, Retinal screening via retinal cameras, and Hepatitis C
      - 3. Review of clinical and operational best practices
      - 4. Review of evidence-based guidelines and current medical information
      - 5. Review of educational materials for patients and providers
      - 6. Review of measures and goals developed by collaborate inter-professional team
      - 7. Awards and recognition for excellence
    - i. Integrate UHC into HCSD's strategic Spiral of Improvement which encompasses Culture of Improvement, PDCA cycles, ICON collaboration and Awards/Recognition for excellent work achieved.

# LSU HCSD Health Care Effectiveness Year Cycle



- n. Provide Clinical expertise, as requested, for safety and efficiency, including clinical areas, such as:
  - i. Pharmacy
  - ii. Lab
  - iii. Information Technology
  - iv. Prisoner Care
  - v. Product Standardization
  - vi. Evidence-Based Referral Systems
  - vii. TJC, CMS Preparednes
  - viii. Collaboration with Office of Public Health, Office of Behavioral Health, etc.

**ADDENDUM 2**  
**Provider Numbers; Licenses; Inventory**

**WHEREAS**, in order for UHC to operate the Hospital following the Effective Time, certain of LSU's licenses, permits, provider numbers and agreements with respect to the Hospital will be transferred and assigned to UHC at the Effective Time;

[REDACTED]

**WHEREAS**, in order to operate the Hospital following the Effective Time, the

[REDACTED]

Inventory Payment.

**3. PROVIDER NUMBER MATTERS.**

(a) The Parties shall cooperate and file all necessary documents and forms with CMS through Novitas Solutions, Inc., as well as all required forms with the Louisiana Department of Health and Hospitals, to ensure the transfer and assignment of the Medicare Provider Number, the Medicare Provider Agreement, the Medicaid Provider Number, and the Medicaid Provider Agreement to UHC.

(b) During the term of this CEA, UHC shall make its best efforts to ensure that



**ADDENDUM 3**  
**Medical Records**

**WHEREAS**, in order for UHC to operate the Hospital following the Effective Time, all physical medical and other patient records of the Hospital will be transferred and assigned to UHC at the Effective Time pursuant to **Addendum 3** to the Master Collaborative Agreement; and

**WHEREAS**, this **Addendum 3** is made a part of the Master Collaborative Agreement in its entirety.

**1. CUSTODIAN OF PHYSICAL RECORDS.** As of the Effective Time, UHC shall assume sole control, custody and possession of any and all physical medical and other patient records of the Hospital, including, without limitation, any and all physical medical and other patient records produced prior to the Effective Time. UHC shall maintain such records in accordance with applicable law (including, if applicable, Section 1861(v)(i)(I) of the Social Security Act (42 U.S.C. §1395(v)(1)(i)), the privacy requirements of the Administrative Simplification subtitle of HIPAA, and applicable state requirements with respect to

privacy and requirements of relevant insurance carriers. The Parties acknowledge and agree that

Effective Time.

4. **ACCESS TO MEDICAL RECORDS.** Upon reasonable notice, during normal business hours, at the sole cost and expense of LSU and upon the receipt of required consent

and authorizations, UHC will afford to the representatives of LSU full and complete access to, and copies of the medical and other patient records retained by it pursuant to this **Addendum 3**

to the extent such records are in UHC's possession at such time and to the extent such access is reasonably necessary to accomplish the legitimate business purposes of LSU.

5. **LSU REMAINS LIABLE FOR MEDICAL RECORD PREPARATION PRIOR TO EFFECTIVE TIME.** Nothing in this Addendum 3 is intended to transfer any

**ADDENDUM 4**  
**Medical Staff**

WHEREAS, this **Addendum 4** is made a part of the Master Collaborative Agreement in its entirety.

1. **MEDICAL STAFF CREDENTIALING.** The Parties agree that following the Effective Time, those physicians who possess staff privileges at the Hospital as of the Effective Time will continue to possess such privileges following the Effective Time and shall be permitted to seek credentialing at the Hospital pursuant to UHC's medical staff policies and procedures.