

MASTER COLLABORATIVE AGREEMENT

[REDACTED]

THIS MASTER COLLABORATIVE AGREEMENT...

RECITALS:

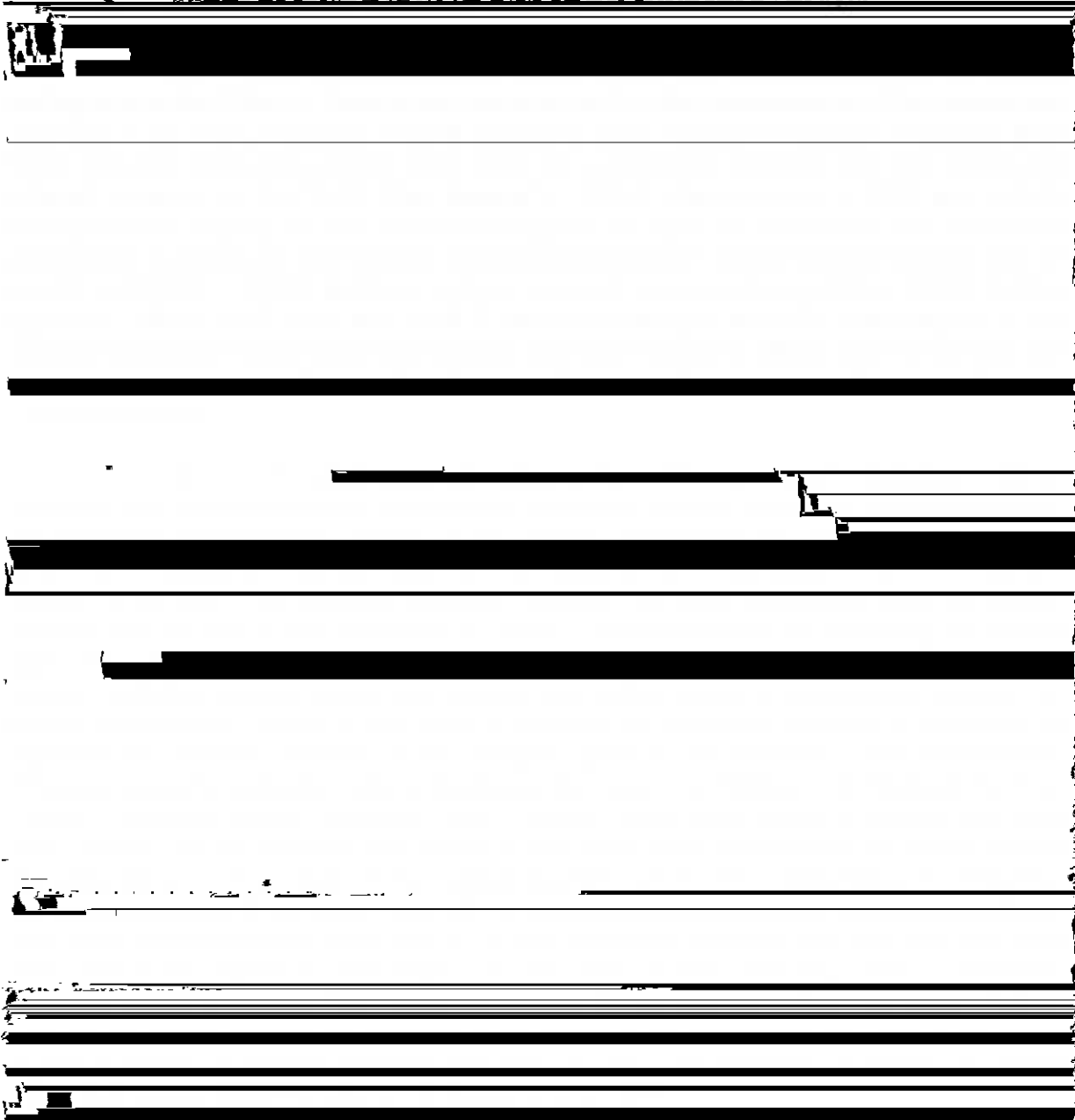
[REDACTED]

[REDACTED]

[REDACTED]

Addendum 3 attached hereto. The recitals, terms and provisions of Addendum 3 are incorporated herein by reference and are made a part hereof in their entirety.

4. **MEDICAL STAFF.** The Parties hereby agree to the terms and provisions of Addendum 4 attached hereto. The recitals, terms, and provisions of Addendum 4 are incorporated herein by reference and are made a part hereof in their entirety.



7 **ACCREDITATION WITH THE JOINT COMMISSION** SRMC shall use its

best efforts and take all reasonable actions necessary to maintain the Hospital's accreditation with The Joint Commission or other similar accrediting body to the extent such accreditation is afforded "deemed status" for purposes of satisfying the Medicare Conditions of Participation

[REDACTED]

8. **COVENANTS.**

a. Use of Premises. SRMC shall permit LSU to use the premises of the Hospital for the coding and billing of health care services rendered by LSU prior to the Effective

[REDACTED]

future regulation promulgated thereunder including, but without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "*Federal Privacy Regulations*"), the federal security standards contained in 45 C.F.R. Part 142, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to

[REDACTED]

[REDACTED]

Agreement for HIPAA Compliance, Policies and Procedures and Business Associate Agreement shall govern the Parties' use or disclosure of any Protected Health Information or Individually Identifiable Health Information (both as defined in HIPAA and/or the HIPAA Requirements)..

[REDACTED]

satisfied in accordance with such Legal Requirement, and the Parties agree to add an addendum to this Agreement, or the appropriate Addendum hereto, bringing the Agreement and/or the Addendum into compliance with such Legal Requirement. If the Parties are unable, within

[REDACTED]

ninety (90) days, to agree on an acceptable change to the affected provision, the provision shall be covered in accordance with Section 14(m) below. If such coverage materially affects the

[REDACTED]

administration of this Agreement, or any Addendum attached hereto, either Party may terminate this Agreement, or the affected Addendum, upon no less than thirty (30) days' prior written notice to the other Party. For the sake of clarity, if any Addendum hereto is terminated pursuant to this Section 10(c), the remainder of this Agreement, and any remaining Addenda attached hereto, shall not be affected by any such termination.

employees (collectively, "*LSU Indemnified Parties*") from and against any Claims resulting

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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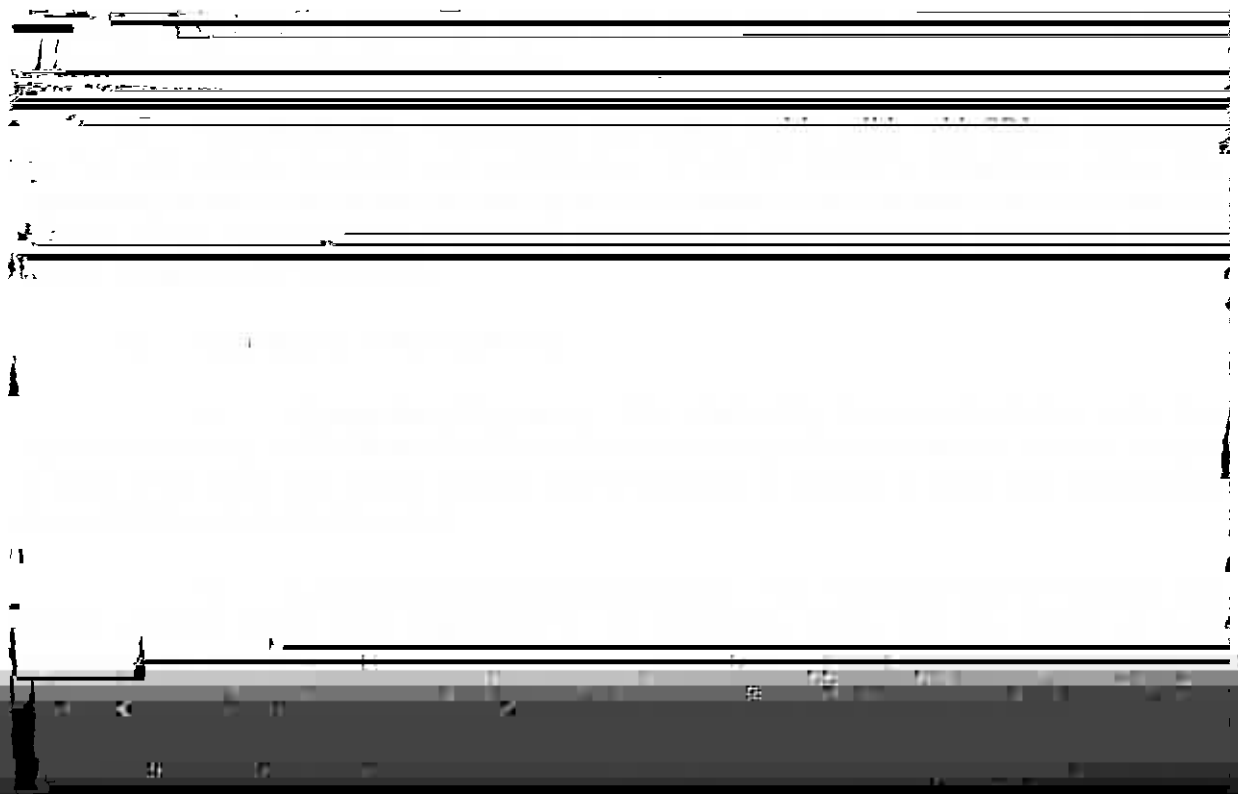
[REDACTED]

[REDACTED]

[REDACTED]

such third-party claim may be effected by the Indemnifying Person without the Indemnified Person's written consent unless: (X) there is no finding or admission of any violation of any Legal Requirements or

[REDACTED]



g. Jurisdiction; Service of Process. Any proceeding arising out of or relating

to this Agreement or any Addenda attached hereto may be brought in the Nineteenth Judicial

District Court for the Parish of East Baton Rouge, Louisiana, or, if it has or can acquire jurisdiction, in the United States District Court for the Middle District of Louisiana, and each of the Parties: (i) irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding; (ii) waives any objection it may now, or hereafter, have to venue or to convenience of forum; (iii) agrees that all claims in respect of the proceeding shall be heard and determined only in any such court; and (iv) agrees not to bring any proceeding arising out of or relating to this Agreement in any other court. The Parties agree that any of them may file a copy of this Section 14(g) with any court as written evidence of the knowing, voluntary and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding arising out of or relating to this Agreement or any Addenda

foregoing, each of the Parties shall, at any time and from time to time at and after the execution of this Agreement, upon the reasonable request of another Party, take any and all steps reasonably necessary to consummate this Agreement, the Addenda attached hereto and the transactions contemplated hereby, and will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to consummate this Agreement, the Addenda attached hereto and the transactions contemplated hereby.

[Redacted signature block containing multiple horizontal lines and a signature]

If to SRMC:

With a copy to:

SRMC

Chabert Operational Management

[Redacted]

8166 Main Street
Houma, LA 70363

Company, L.L.C.
1514 Jefferson Highway

or to such other address as such Party may from time to time specify by written notice to the other Parties. Any such notice, payment, demand, request or communication shall, for all purposes, be deemed to be given and received:

- i. if by hand, when delivered;
- ii. if given by nationally recognized and reputable overnight delivery service, the Business Day on which the notice is actually received by the Party;
- iii. if transmitted by electronic mail, the Business Day on which the notice is actually received by the Party; or
- iv. if given by certified mail, return receipt requested, postage prepaid, 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

[Redacted]

attached hereto will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties.

~~No Third-Party Beneficiaries. Except where otherwise expressly provided~~

in this Agreement or the Addenda attached hereto, the Parties hereto mutually represent and agree that the obligations, duties and benefits expressed in this Agreement and/or the Addenda attached hereto are intended solely for the benefit of the Parties hereto and that no third party beneficiaries or *stipulation pour autri* is intended or established.

s. Compliance with Health Care Laws. This Agreement and the Addenda attached hereto are intended to comply with all Health Care Laws and nothing herein is intended to require, nor shall this Agreement or any Addenda attached hereto be construed or interpreted

as requiring, directly or indirectly, explicitly or implicitly, any Party to take any action that would

LSU make referrals to, be in a position to make or influence referrals to, or otherwise generate

[REDACTED]

Signature page to Master Collaborative Agreement

THUS DONE AND SIGNED as of the Effective Date.

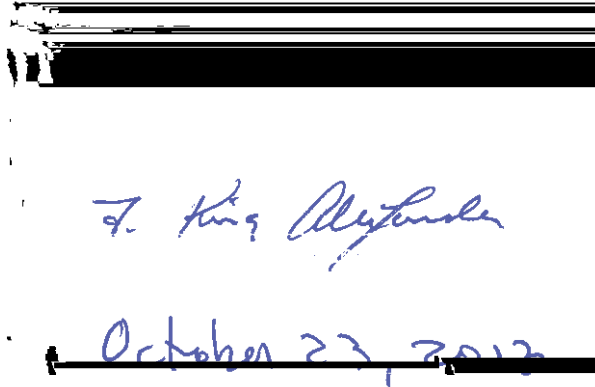
By: *Phyllis Leondes*
Title: President & CEO

**Hospital Service District No. 1 of the
Parish of Terrebonne**

By: *Phyllis Leondes*
Title: President & CEO

Signature page for Master Collaborative Agreement

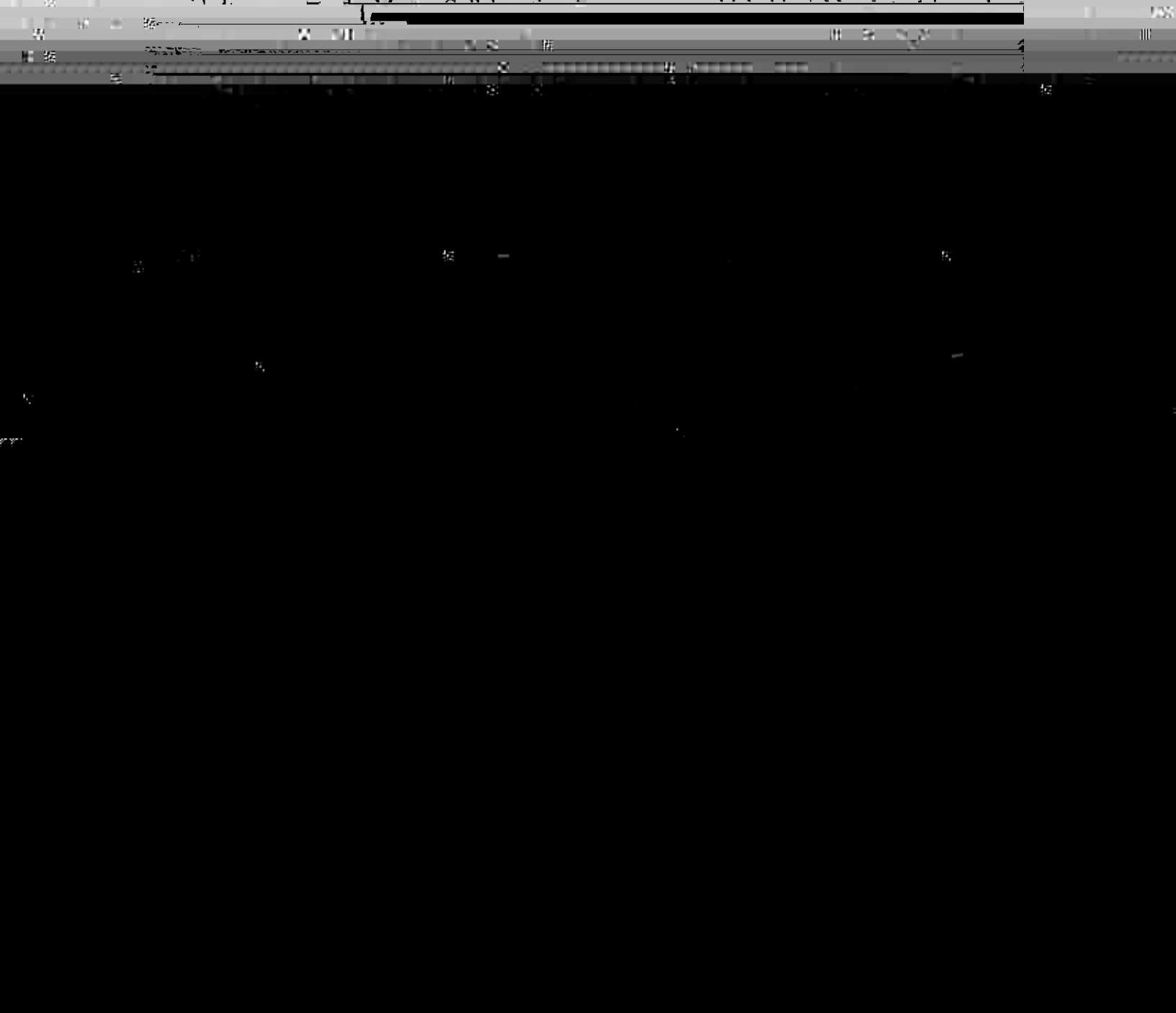
THUS DONE AND SIGNED as of the Effective Date.

A rectangular box containing handwritten text in blue ink. The text is written on a white background with a black border. The signature is "T. King Allyn" and the date is "October 23, 2012".

T. King Allyn
October 23, 2012

ADDENDUM 1
Accountable Care Services

WHEREAS, the availability of the Accountable Care Services (as defined below) to be



[REDACTED]

Schedule A

[REDACTED]

provide the computer interface with Hospital data systems in existence at the Effective Time at the sole cost of HCSD. In the event, however, that SRMC implements another electronic health

[REDACTED]

acknowledged and stipulated by the Parties that each employee of LSU providing Accountable Care Services to SRMC is and shall be an employee or contractor solely of LSU and shall not,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

b. No Employer/Employee Relationship. Nothing in the Master [REDACTED]

Collaborative Agreement and/or this Addendum 1 is intended, and nothing in the Master

Services and SRMC's obligation to make any further payment to HCSD pursuant to this

[REDACTED]

SCHEDULE A to ADDENDUM 1
ACCOUNTABLE CARE SERVICES

HCSD, through its expertise in disease management, population health, informatics technology, data analytics and telemedicine will work collectively with SRMC to:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

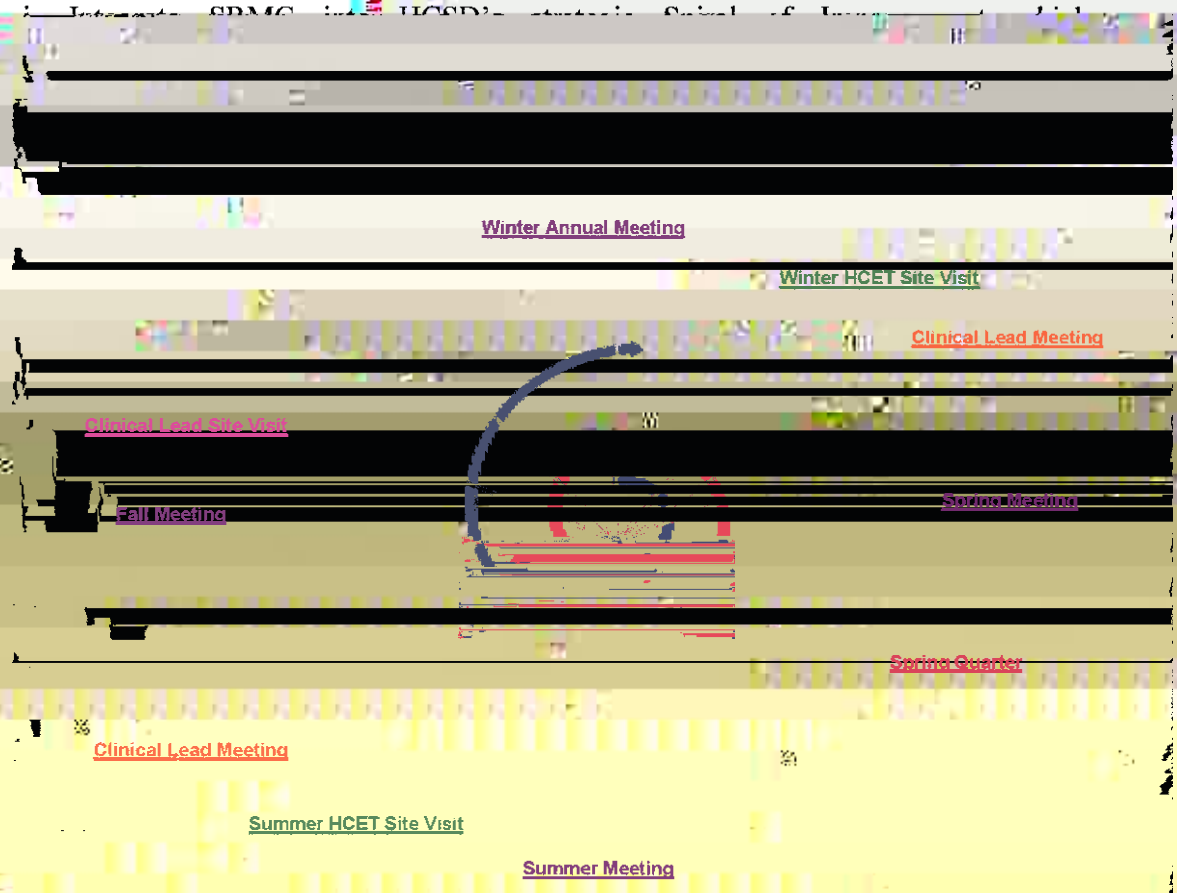
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professional teams to identify opportunities for improvement and then address those opportunities;

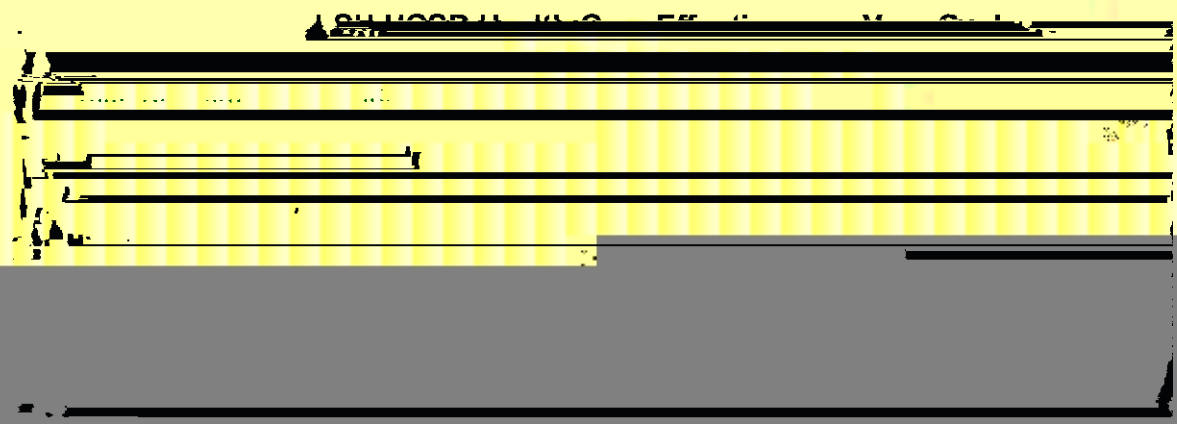
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information

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



encompasses Culture of Improvement, PDCA cycles, ICON collaboration and Awards/Recognition for excellent work achieved.



- i. Data acquisition across EHR systems
 - ii. A Comprehensive patient-specific overview
 - iii. Point of care support – dashboards, alerts, reminders, etc.
 - iv. Incident reporting – admissions, ER visits, etc.
 - v. Infection Control and Antibiotic Stewardship support
 - vi. Support for LaPHIE and other IT systems and applications
- m. Provide access and expertise for the utilization and expansion of the HCSD Telemedicine infrastructure, scheduling, education and resources as needed
- 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 Preparedness
 - viii. Collaboration with Office of Public Health, Office of Behavioral Health, etc.

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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 L...

[Redacted content]

ADDENDUM 3
Medical Records

[REDACTED]

physical medical and other patient records of the Hospital will be transferred and assigned to SRMC at the Effective Time pursuant to **Addendum 3** to the Master Collaborative Agreement; and

[REDACTED]

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 appropriate consents and authorizations, SRMC will afford to the representatives of LSU full and complete access to,

[REDACTED]

