

## MASTER COLLABORATIVE AGREEMENT

THIS MASTER COLLABORATIVE AGREEMENT (this "*Agreement*") is made effective as of the 24<sup>th</sup> day of June, 2013, (the "*Effective Date*"), by and between University Medical Center Management Corporation (A Major Affiliate of LSU) Pursuant to L.A. B.C.

2. **ACCOUNTABLE CARE SERVICES.** The Parties hereby agree to the terms and provisions of **Addendum 1** attached hereto. The recitals, terms, and provisions of **Addendum 1** are incorporated herein by reference and are made a part hereof in their entirety.

3. **PROVIDER NUMBERS; LICENSES AND INVENTORY.** The Parties hereby agree to the terms and provisions of **Addendum 2** attached hereto. The recitals, terms and provisions of **Addendum 2** are incorporated herein by reference and are made a part hereof in their entirety.

4. **MEDICAL RECORDS.** The Parties hereby agree to the terms and provisions of

[REDACTED]

employees, board members, agents, contractors and invitees (the "*LSU Insureds*") to the same extent as if LSU was named as an additional insured under a commercial policy of insurance purchased by UMCMC.

**9. CONDITIONAL PAYMENT OF RENT UNDER RIGHTS OF USE.**

Third Party Leases for Clinic Space. The Rights of Use created by and

[REDACTED]

c. Conditional Rent Payment. In the event and to the extent that FEMA refuses to reimburse the rent paid and/or payable by LSU to a third-party lessor under a Third-Party Lease during the term and effectiveness of the respective Right of Use, UMCMC shall reimburse LSU for such rent paid to the third-party lessor. UMCMC shall make any such payments within fifteen (15) days of written notice that FEMA has refused to reimburse any rent payments made under the Third-Party Leases during the term and effectiveness of the respective Right of Use. Furthermore, after such notice, UMCMC shall pay to LSU, by no later than the first day of each succeeding month, the rent due under the applicable Third-Party Lease.

11 CONTINGENT LIABILITIES

(a) LSU shall prepare and timely file all cost reports relating to the periods ending prior to the Effective Time or required as a result of the consummation of the Contemplated Transactions, including, without limitation, those relating to Medicare, Medicaid, and to the extent applicable, Blue Cross and other third party payors which settle on a cost report basis. (all such cost reports are referred to herein as the "LSU Cost Reports"). UMCMC shall

payable to UMCMC for services rendered after June 23, 2013, the provisions of Section 17.3 of the CEA, shall control UMCMC's right to reimbursement by LSU, inclusive of the ability to set off recoupments against rent due under the Master Hospital Lease.

(a) Inpatient Services; Transition Patients. The parties agree that all LSU patients hospitalized at the Hospital at the Effective Time shall become UMCMC patients (collectively, "Transition Patients"). To supplement the Definition for services rendered and

(iv) UMCMC agrees to pay LSU all fees, funds and revenues

attributable to Hospital operations before the Effective Time and received by UMCMC, including, without limitation, all Medicaid payments received by UMCMC 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)

Article 1 of the CFA and the Law of Use of the Transition Services Agreement of

[REDACTED]

Section 15. Notwithstanding the foregoing, an Addendum may have a separate term and termination or renewal provision set forth therein and may terminate prior to the termination of

the Term of this Agreement, without resulting in a termination of any other Addendum or this Agreement. If an Addendum does not include a specific term and termination or renewal provision, the Term and termination and renewal provisions of this Master Collaborative Agreement shall control.

**15. 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 breach 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.



d. Effect of Termination. As of the effective date of termination of this Agreement, neither Party shall have any further rights or obligations hereunder except: (i) as otherwise provided herein; (ii) for rights and obligations accruing prior to such effective date of termination; or (iii) arising as a result of any breach of this Agreement. As of the effective date of termination of this Agreement, neither Party shall have any obligation to

of termination of any Addendum attached to this Agreement, neither Party shall have any obligation to

omission of UMCMC or any of its employees

g. Mutual Indemnity. Notwithstanding any other provision in this Agreement

and/or any Addenda attached hereto, each Party shall comply with, and shall hold harmless, indemnify, protect, and defend the other (and their respective Indemnified Parties) from and against such Party's violation of any applicable provisions of federal, state and/or local statutes, rules and regulations, including, without limitation, HIPAA, COBRA, the fraud and abuse and anti-kickback statutes. In addition, each Party shall continue to be bound by the indemnity obligations of the CEA, the Rights of Use and the Leases, and to the extent there is a conflict between the terms and conditions of this Section 17, and the indemnity provisions of the CEA or the Leases, the provisions of the Leases, the Rights of Use or the CEA, as applicable, shall prevail.

d. Third Party Claims.

- i. *Notice.* Promptly after receipt by a Person entitled to indemnity under this Agreement (an "**Indemnified Person**") of notice of the assertion of a third-party claim against it, such Indemnified Person shall give notice to the Person obligated to indemnify under this Section 17 (or

"**Indemnifying Person**") of the assertion of such third-party claim

such third-party claim may be effected by the Indemnifying Person

without the Indemnified Person's written consent unless (Y) there is

no finding or admission of any violation of any Legal Requirements or any violation of the rights of any person; (Y) the sole relief provided is monetary damages that are paid in full by the Indemnifying Person; and (Z) the Indemnified Person shall have no liability with respect to

any compromise or settlement of such third-party claim effected

without its consent.

\*\*\* ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE \*\*\*

third-party claim may be asserted by notice to the Party from whom indemnification is sought and shall be paid promptly after such notice.

**18. GENERAL PROVISIONS.**

a. CEA Controls. In the event of a conflict between any provisions in

control.

b. Independent Contractor. The relationship between the Parties under

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

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.

n. Severability. If a court of competent jurisdiction finds any term of this Agreement or any Addenda attached hereto to be invalid, illegal, or unenforceable, then that term will be curtailed, limited or deleted, but only to the extent necessary to remove the invalidity, illegality, or unenforceability, and without in any way affecting or impairing the remaining terms

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

Service.

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

Addenda attached hereto be construed as a waiver

~~1. The Party related organization upon written request shall make available to the~~

Secretary, the Comptroller, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. If any Party is requested to disclose any books, documents, or records relevant to this Agreement or any Addenda attached hereto for the purpose of an audit or investigation relating directly to the provision of services under this Agreement or any Addenda ~~the Party shall notify the other Parties of the nature and scope of such request~~



*Signature page to Master Collaborative Agreement*

THUS DONE AND SIGNED as of the Effective Date.

**University Medical Center Management  
Corporation (A Major Affiliate of LSU  
Pursuant to LA. R.S. 17:3390)**

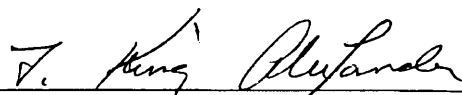
By: *Cindy Nuesslein*  
Cindy Nuesslein  
Chief Executive Officer – University  
Medical Center Management Corporation

Date: *9/16/2013*

*Signature page for Master Collaborative Agreement*

THUS DONE AND SIGNED as of the Effective Date.

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

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

Date: 9/11/13

**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, are critical to the health and welfare of the community served by the

processed by its vendors in establishing a computer interface between the newly implemented

electronic health records or other data system and HCSD's computer interface.

c. Healthcare Effectiveness Meetings. Designees of UMCMC shall seek to

Care Services does not exceed the Actual Costs.

4. TERMINATION AND RENEWAL. This Addendum shall terminate on the last day of the State fiscal year.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

fiscal year, HCSD and UMCMC will confer regarding renewal of the Accountable Care Services

[REDACTED]

[REDACTED]

[REDACTED]

for the following State fiscal year. If HCSD and UMCMC are unable to reach agreement on renewal terms, either Party may elect not to renew this Addendum for the following State fiscal

2.1. MONEY CIRCULARITY: THE AVAILABLE CASH POSITION OF THE COMPANY

1.15

... agreement memorandum dated 14th April 2015, which is a copy of the ...

... 2015 ...

**SCHEDULE A to ADDENDUM 1**  
**ACCOUNTABLE CARE SERVICES**

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

- a. Improve health outcomes and reduce costs by building collaborative, inter-professional teams to identify opportunities for improvement and then address those opportunities;
- b. Improve health outcomes by developing and disseminating evidence-based information to patients, clinicians and hospital leadership;
- c. Provide the infrastructure for collaborative learning;
- d. Create a culture of quality improvement across the entire health care organization;
- e. Improve health outcomes by assessing current health care quality levels using systematic efforts informed by data collection and measurement;

effective interventions to improve health outcomes, make them sustainable, and to accelerate the spiral of health care improvement;

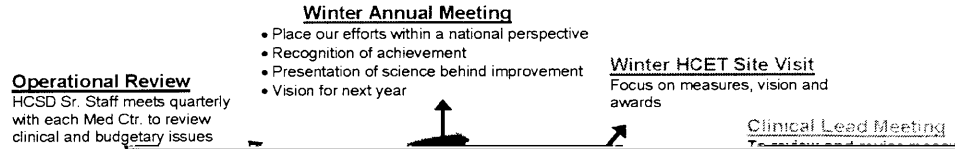
- g. Provide reports to the Louisiana Legislature, Department of Health and Hospitals, and Division of Administration, allowing for assessment of the public-private partnership's ability to improve quality, improve access, lower costs, and increase

- 5. Review of educational materials for patients and providers
- 6. Review of measures and goals developed by collaborate inter-

professionals team

- 7. Awards and recognition for excellence
  - i. Integrate UCMCMC 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





- 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

- 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.

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

**WHEREAS**, in order for UMCMC 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 UMCMC at the Effective Time;

**WHEREAS**, in order to operate the Hospital following the Effective Time, the inventory and supplies used in the operation of the Hospital at the Effective Time will be transferred and assigned to UMCMC at the Effective Time;

**WHEREAS**, this Addendum 2 is made a part of the Master Collaborative Agreement by

Inventory Payment to LSU within thirty (30) days of UMCMC's receipt of an invoice from LSU for the Inventory Payment.

**3. PROVIDER NUMBER MATTERS.**

(a) The Parties shall execute and file all necessary documents and forms

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

WHEREAS, in order for UMCMC to operate the Hospital following the Effective Time, ~~all physical, medical and other patient records of the Hospital will be transferred and assigned to~~

UMCMC 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

2013. Upon the termination or expiration of the Transition Services Agreement for any reason

[REDACTED]

Software set forth in Exhibit A of the Transition Services Agreement during the Transition Period, as defined in the Transition Services Agreement), LSU shall provide to UMCMC, upon

[REDACTED]

**ADDENDUM 4**  
**Assignment and Assumption Agreement**

**WHEREAS**, LSU is a public constitutional corporation organized and existing under the laws of the State of Louisiana, and LSU's institutions, including its medical schools and hospitals, are under LSU's supervision and management pursuant to La. Const. Art. VIII, Section 7 and La. R.S. 17:2215;

**WHEREAS**, prior to the Effective Time, LSU operated the Hospital, as that term is defined in the Master Collaborative Agreement, with the public purpose of providing efficient and effective health care to the community;

**WHEREAS**, [REDACTED]

3. No Default under, or Modifications to, the Contract. Subject to the disclaimer set forth in Section 4 of this **Addendum 4**, LSU warrants that: (i) it is not in default or breach under any of the Contracts as of the Effective Time, and it has fully performed and paid all obligations due under each Contract; (ii) to the best of its actual knowledge, no other party is in default under any of the Contracts as of the Effective Time; (iii) as of the Effective Time, no amendments or modifications have been made to any of the Contracts, except as set forth on Exhibit "A" attached hereto; and (iv) this Agreement does not

which LSU is a party.

**EXHIBIT A**  
**The Contracts**





|     |       |    |
|-----|-------|----|
| 0   | ..... | Cg |
| 111 | Mi    |    |
| 60  | Mi    |    |
| 139 | Mi    |    |
| 16  | Mi    |    |
| 49  | Mi    |    |
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| 125 | Mi    |    |
| 78  | Mi    |    |
| 92  | Sta   |    |
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| 127 | Mi    |    |
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| 93  | Mi    |    |
| 128 | Sis   |    |
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| 51  | Mi    |    |
| 129 | Mi    |    |
| 130 | Frg   |    |
| 7   | Mi    |    |
| 131 | Mi    |    |
| 53  | Mi    |    |
| 101 | Sta   |    |