

MASTER COLLABORATIVE AGREEMENT

THIS MASTER COLLABORATIVE AGREEMENT (this “*Agreement*”) is effective as of the 24th day of June, 2013, (the “*Effective Date*”), by and among University Hospital & Clinics, Inc. (“*UHC*”), a Louisiana nonprofit corporation, Lafayette General Health System, Inc. (“*LGHS*”), a Louisiana nonprofit corporation, and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“*LSU*”), a public constitutional corporation organized under the laws of the State of Louisiana, acting through its Health Care Services Division (“*HCS*”). UHC, LGHS and LSU may also be collectively hereinafter referred to as the “*Parties*,” each a “*Party*.” All capitalized terms used but not defined herein shall have the meanings set forth in the Cooperative Endeavor Agreement (as hereinafter defined).

RECITALS:

WHEREAS, pursuant to that certain Cooperative Endeavor Agreement (the “*CEA*”) by and among the Parties, the State of Louisiana (the “*State*”), the Division of Administration (“*DOA*”) and the Louisiana Department of Health and Hospitals (“*DHH*”), UHC assumed the operations of the hospital operating under Medicare Provider Number 190006 (the “*Hospital*”) from LSU as of 12:00:00 am CST on June 24, 2013 (the “*Effective Time*”), and thereafter during the term of the CEA, UHC will provide inpatient and outpatient and other Hospital services previously provided by LSU at the Hospital;

WHEREAS, the CEA contemplated certain ancillary agreements and the execution of certain ancillary documents (the “*Contemplated Transactions*”), including without limitation, this Agreement and its Addenda, as well as a building and equipment lease (the “*Lease*”);

WHEREAS, the Parties wish to enter into this Agreement to effectuate certain of the Contemplated Transactions as defined in the CEA; and

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained in this Agreement and the Addenda attached hereto, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **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.

2. **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.

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

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 or required as a result of the consummation of the transactions described in the CEA, including, without limitation, those relating to Medicare, Medicaid, 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**"). UHC shall forward to LSU any and all correspondence relating to the LSU Cost Reports or rights to settlements and retroactive adjustments on such LSU Cost Reports ("**Agency Settlements**") within ten (10) business days of receipt by UHC. UHC shall not reply to any such correspondence without LSU's written approval. UHC shall remit any funds it receives relating to the LSU Cost Reports or the Agency Settlements within thirty (30) business days after receipt by UHC and will forward any demands for payment relating to the LSU Cost Reports or the Agency Settlements within ten (10) business days.

b. LSU shall retain all rights to the LSU Cost Reports including, without limitation, any payables resulting therefrom or receivables relating thereto and the right to appeal any Medicare determinations relating to the Agency Settlements and the LSU Cost Reports. UHC will reasonably cooperate with LSU in regard to the preparation, filing, handling, and appeals of the LSU Cost Reports; *provided, however*, that such cooperation shall not unduly interfere with the day to day operations of UHC. Notwithstanding the foregoing, the Parties agree that LSU shall control and direct the process of responding to and resolving (including without limitation records request and appeals) any audits, claims, investigations, inquiries or actions (collectively, "**Audits**") that relate to improper or inaccurate payments or the denial of payments for services rendered at the Hospital prior to the Effective Time (collectively, "**Payment Issues**"), including without limitation the Centers for Medicare & Medicaid Services ("**CMS**") Recovery Audit Contractor (RAC) audits. Each Party agrees to provide the other Party, within three (3) business days, notice of any audit, claim, investigation or inquiry request that either Party receives related to the matters described above. Notwithstanding the foregoing, the Parties agree that (i) the other Party will be entitled to participate in any negotiations with the third party conducting such Audit and (ii) it will otherwise cooperate with and keep the other Party reasonably informed with respect to any such Audits, including without limitation providing access to relevant files, books and records. In the event an audited cost report filed by LSU for any period prior to the Effective Time, results in the recoupment by CMS of any funds payable to UHC for services rendered after June 23, 2013, the provisions of Section 15.2 of the CEA, shall control UHC's right to reimbursement by LSU.

7. TRANSITION PATIENTS; POST-CLOSING CLAIMS AND PAYMENTS.

a. Inpatient Services; Transition Patients. The parties agree that all LSU patients hospitalized at the Hospital at the Effective Time shall become UHC patients (collectively, the “*Transition Patients*”). To compensate the Parties for services rendered and medicine, drugs, and supplies provided (the “*Patient Services*”) to the Transition Patients, the Parties agree as follows: For those Transition Patients whose health care is primarily paid for by commercial insurers, health plans and other private, non-governmental third-party payors (the “*Commercial Transition Patients*”), the Parties agree that LSU will retain all funds received from such commercial payors for Patient Services rendered to Commercial Transition Patients, including funds received for Patient Services provided by UHC to Commercial Transition Patients after the Effective Time. With respect to Transition Patients whose medical care is primarily paid for by Medicare or TRICARE (the “*Medicare/TRICARE Transition Patients*”), the Parties agree that UHC will be entitled to all funds received from Medicare and TRICARE for Patient Services rendered to the Medicare/TRICARE Transition Patients, including funds received for Patient Services rendered to the Medicare/TRICARE Transition Patients by LSU prior to the Effective Time. With respect to Transition Patients whose medical care is primarily paid for by Medicaid (including managed Medicaid plans and coordinated care networks) (the “*Medicaid Transition Patients*”) or whose medical care is uncompensated (the “*UCC Transition Patients*”), the Parties agree that LSU shall retain all funds received for Patient Services it renders to the Medicaid Transition Patients and UCC Transition Patients prior to the Effective Time, and UHC shall retain all funds received for Patient Services it renders to the Medicaid Transition Patients and UCC Transition Patients after the Effective Time. LSU shall deliver to UHC a list of all Transition Patients as soon as practicable after the Effective Time. Such list shall identify each patient as either a Commercial Transition Patient, a Medicare/TRICARE Transition Patient, a Medicaid Transition Patient or a UCC Transition Patient, based on the patient’s primary payor source.

b. Outpatient Services. The Parties acknowledge that (i) LSU shall be entitled to bill and collect for all outpatient and other cost-based services provided prior to the Effective Time and (ii) UHC shall be entitled to bill and collect for all outpatient and other cost-based services provided on and after the Effective Time.

c. Post Closing Claims, Payments and Reconciliation. LSU and UHC shall account for and reconcile all fees, funds and revenues attributable to Hospital operations before and after the Effective Time, including all fees, funds and revenues attributable to Transition Patients as provided in Section 7(a), as follows:

i. LSU agrees to pay to UHC all fees, funds and revenues attributable to Hospital operations after the Effective Time and received by LSU, including, without limitation, all Medicaid payments received by LSU for services provided by UHC after the Effective Time, except fees, funds and revenues attributable Commercial 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 LSU.

ii. UHC agrees to pay LSU all fees, funds and revenues attributable to Hospital operations before the Effective Time and received by UHC, including, without

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 and payable by Medicare/TRICARE, LSU shall prepare, code, and complete in a timely manner any and all claims for services rendered by UHC after the Effective Time, and shall submit any and all such claims for payment to Medicare within ten (10) days of receipt of written notice from UHC indicating that UHC has received notification from CMS and/or the Louisiana Department of Health and Hospitals that the Medicare Regional Office has approved of the change of ownership of University Medical Center in Lafayette, Louisiana (Medicare Provider Number 190006) (the "Medicare Tie-in Notice"). UHC shall include a copy of the Medicare Tie-in Notice in its notice to LSU pursuant to the foregoing.

iv. With respect to any and all funds, fees and revenues attributable to uncompensated care patients, including, without limitation, the UCC Transition Patients, LSU and UHC shall reconcile the payments within ninety (90) calendar days after both the tentative and final Medicare cost report settlement.

v. In the case of questionable or incorrect payments, LSU and UHC will reconcile based upon the applicable payment remittance. In the event UHC and LSU are unable to agree on the amount to be paid to UHC or LSU, as the case may be, under this Section 7, then such amount shall be determined by an independent Auditor at their joint expense.

vi. Any and all funds, fees and revenues received by LSU or UHC to which the other Party is entitled pursuant to this Section 7 shall be paid to the other Party via electronic means on a monthly basis.

8. ACCREDITATION WITH THE JOINT COMMISSION. UHC 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.

9. COVENANTS.

a. Use of Premises. UHC 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 Time. Such use shall include, without limitation, access to medical records and charts, whether in physical or electronic form, and use of a workspace and computers. LSU covenants not to use any part of the premises of the Hospital for any purpose other than those purposes related to the performance of the services contemplated by the CEA, the Lease and any amendments thereto, the Transition Services Agreement, this Agreement and the Addenda attached hereto, and any other agreement between the Parties related to UHC's assumption of Hospital operations, unless otherwise mutually agreed to by the Parties in writing.

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.

c. Cooperation in Litigation. Each Party shall provide information and 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 hereto, except when the other Party is a named adverse party.

d. Civil Rights. The Parties shall abide by the requirements of the following, as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the requirements of the Americans with Disabilities Act of 1990. The Parties agree not to discriminate in their employment practices, and will render services under this Agreement and any Addenda attached hereto, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

e. Compliance with HIPAA. Each Party has executed, as applicable, an Agreement for HIPAA Compliance, Policies and Procedures, and a Business Associate Agreement wherein each Party agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("*HIPAA*") and any current and 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 herein as "*HIPAA Requirements*," to the extent applicable. The terms and conditions of the 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).

10. TERM. This Agreement shall be effective as of the Effective Date, and each of the Addenda attached hereto shall be effective as of the time specified therein, and shall continue in full force and effect for an initial term of twelve (12) months (the "*Term*"), which term shall automatically renew for successive twelve (12) month intervals on a year-to-year basis until the earlier of: (a) the termination of the CEA; or (b) the termination of this Agreement as provided in Section 11. Notwithstanding the foregoing, an addendum may have a separate term set forth therein, and may terminate prior to the termination of the Term of this Agreement. If an addendum does not state a specific term, the Term of this Master Collaborative Agreement shall control.

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 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 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 defined in the CEA) of the government or any governmental agency, or the Parties reasonable interpretation thereof, require a change which materially affects the ability of a Party to satisfy any provision of this Agreement, or any obligations under any Addendum attached hereto, the Parties shall renegotiate, in good faith, the affected provision so that such provision can be 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 ninety (90) days, to agree on an acceptable change to the affected provision, the provision shall be severed in accordance with Section 15(m) below. If such severance materially affects the 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 11(c), the remainder of this Agreement, and any remaining Addenda attached hereto, shall not be affected by any such termination.

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 any Addendum attached to this Agreement, neither Party shall have any further rights or obligations under the Addendum so terminated 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 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 relative 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, LSU hereby agrees to defend, indemnify and hold harmless UHC, its directors, managers, officers, representatives, agents, and employees (collectively, "***UHC Indemnified Parties***") from and against any and all claims, demands, damages, suits, causes of action, losses and expenses of any nature (including, without limitation, any court costs and reasonable attorneys' fees) (collectively, "***Claims***"), resulting from, but not limited to, death, personal injury, illness, property damage, or products liability arising from or in connection with: the negligence, error or omission of LSU or any of its employees, but only to the extent that such Claims are caused by the negligence, error or omission of LSU or any of its employees.

b. UHC's Indemnity Obligations. UHC hereby agree to defend, indemnify and hold harmless LSU, its directors, managers, officers, representatives, agents, and employees (collectively, "***LSU Indemnified Parties***") from and against any Claims resulting from, but not limited to, death, personal injury, illness, property damage, or products liability arising from or in connection with the negligence, error or omission of UHC or any of its employees, but only to the extent that such Claims are caused by the negligence, error or omission of UHC, or any of its employees.

c. 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, COBRA, the fraud and abuse and anti-kickback statutes.

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 13 (an “*Indemnifying Person*”) of the assertion of such third-party claim, provided that the failure to notify the Indemnifying Person will not relieve the Indemnifying Person of any liability that it may have to any Indemnified Person, except to the extent that the Indemnifying Person demonstrates that the defense of such third-party claim is prejudiced by the Indemnified Person’s failure to give such notice.

- ii. *Defense.* If an Indemnified Person gives notice to the Indemnifying Person pursuant Section 13(d)(i) of the assertion of a third-party claim, the Indemnifying Person shall be entitled to participate in the defense of such third-party claim and, to the extent that it wishes (unless (A) the Indemnifying Person is also a person against whom the third-party claim is made and the Indemnified Person determines in good faith that joint representation would be inappropriate or (B) the Indemnifying Person fails to provide reasonable assurance to the Indemnified Person of its financial capacity to defend such third-party claim and provide indemnification with respect to such third-party claim), to assume the defense of such third-party claim with counsel satisfactory to the Indemnified Person. After notice from the Indemnifying Person to the Indemnified Person of its election to assume the defense of such third-party claim, the Indemnifying Person shall not, so long as it diligently conducts such defense, be liable to the Indemnified Person under this Section 13 for any fees of other counsel or any other expenses with respect to the defense of such third-party claim, in each case subsequently incurred by the Indemnified Person in connection with the defense of such third-party claim, other than reasonable costs of investigation. If the Indemnifying Person assumes the defense of a third-party claim, no compromise or settlement of 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 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.
- iii. *Additional Defense.* Notwithstanding the foregoing, if an Indemnified Person determines in good faith that there is a reasonable probability that a third-party claim may adversely affect it other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Person may, by notice to the Indemnifying Person, assume the exclusive right to defend, compromise or settle such third-party claim, but the Indemnifying Person will not be bound by any determination of any third-party

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 13: (A) both the Indemnified Person and the Indemnifying Person, as the case may be, shall keep the other Party fully informed of the status of such third-party claim and any related Proceedings at all stages thereof where such Party is not represented by its own counsel; and (B) the Parties agree (each at its own expense) to render to each other such assistance as they may reasonably require of each other and to cooperate in good faith with each other in order to ensure the proper and adequate defense of any third-party claim.
- v. *Confidentiality and Privileges.* With respect to any third-party claim subject to indemnification under this Section 13, the Parties agree to cooperate in such a manner as to preserve in full (to the extent possible) the confidentiality of all Confidential Information and the attorney-client and work-product privileges. In connection therewith, each Party agrees that, to the extent allowed by law: (A) it will use its commercially reasonable efforts, in respect of any third-party claim in which it has assumed or participated in the defense, to avoid production of Confidential Information (consistent with applicable law and rules of procedure); and (B) all communications between any Party hereto and counsel responsible for or participating in the defense of any third-party claim shall, to the extent possible, be made so as to preserve any applicable attorney-client or work-product privilege.

e. Other Claims. A claim for indemnification for any matter not involving a third-party claim may be asserted by notice to the Party from whom indemnification is sought and shall be paid promptly after such notice.

14. GUARANTY. LGHS, individually and *in solido* with UHC, guarantees the full and timely payment and performance of all of UHC's obligations in accordance with the terms of this Agreement and any and all Addenda attached hereto. Upon its withdrawal as sole member of UHC pursuant to the CEA, and any documents contemplated thereunder, UHC's guarantee under this intervention for the obligations of UHC accruing thereafter shall terminate.

15. GENERAL PROVISIONS.

a. Independent Contractor. The relationship between the Parties under this Agreement and any Addenda attached hereto is that of independent contractors. Neither Party is an agent of the other, and neither has any right or authority to assume or create any obligation or responsibility on behalf of the other.

b. Legal Representation of the Parties. This Agreement and the Addenda and

Exhibit attached hereto were negotiated by the signatories hereto with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement 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. Expenses. Except as otherwise provided in this Agreement and any Addenda attached hereto, each Party to this Agreement will bear its respective fees and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement and the Addenda attached hereto, including all fees and expense of its representatives. If this Agreement is terminated, the obligation of each Party to pay its own fees and expenses will be subject to any rights of such Party arising from a breach of this Agreement by another Party.

d. Entire Agreement; Modification. This Agreement and the Addenda and Exhibit attached hereto, all as amended, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

e. Incorporation of Recitals and Addenda. The Parties agree and acknowledge that the foregoing recitals are true and correct, are incorporated herein by reference and are made a part hereof in their entirety. The Parties agree and acknowledge that the Addenda attached hereto are incorporated herein by reference and are made a part hereof in their entirety.

f. Governing Law. This Agreement shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Louisiana and, as applicable, the laws of the United States of America (disregarding choice of law provisions that would require the application of any other law).

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 15(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 attached hereto may be served on any Party anywhere in the world. The provisions set forth in this Section 15(g) shall survive expiration or other termination of this Agreement or any Addenda attached hereto regardless of the cause of such termination.

h. Counterparts. This Agreement may be executed in one or more

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 or any Addenda hereto, the Party prevailing in such action shall be entitled to recover from the other Parties the cost of such action so incurred, including, without limitation, reasonable attorneys' fees, costs and necessary disbursements prior to trial, at trial and on appeal, in addition to any other relief to which such Party shall be entitled.

j. Authority. Each Party represents and warrants that it has the right, authority and power to enter into this Agreement. Each individual who has executed this Agreement is of the full age of majority, is competent, and has the authority to execute this Agreement on behalf of the entity which he/she represents.

k. Gender and Number. Whenever the context of this Agreement or the Addenda attached hereto requires, the gender of all words shall include the masculine, feminine, and neuter and the number of all words the singular and plural.

l. Additional Assurances. The provisions of this Agreement and the Addenda attached hereto shall be self-operative and shall not require further agreement by the Parties except as may be herein specifically provided to the contrary. Notwithstanding the 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.

m. Severability. If an arbitrator or 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.

n. Notices. Except as otherwise provided in this Agreement or any Addenda attached hereto, any notice, payment, demand, request or communication required or permitted to be given by any provision of this Agreement or any Addenda attached hereto shall be in writing

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 certified or registered mail, at its address set forth below:

If to LSU:

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

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

If to LGHS:

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

With a copy to:

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

If to UHC:

University Hospital & Clinics, Inc.
1214 Coolidge Street
Lafayette LA 70505
Attention: General Counsel

With a copy to:

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

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 construed as a waiver of any subsequent breach; nor shall any delay or omission by any Party to exercise any right under this Agreement or any Addenda attached hereto be construed as a waiver of that right. No waiver shall be deemed valid unless it is in writing and signed by an authorized representative of each affected Party.

p. Captions. The captions contained in this Agreement and the Addenda attached hereto are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement or the Addenda attached hereto.

q. Assignment; Binding Effect. Except as expressly set forth in this Agreement or any Addenda attached hereto, no Party may assign any of its rights or delegate any of its obligations under this Agreement or any Addenda attached hereto without the prior written consent of the other Parties. Subject to the preceding sentence, this Agreement and the Addenda 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.

r. 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 violate any Health Care Law.

t. Access to Records. To the extent that the services provided under this Agreement and the Addenda attached hereto are deemed by the Secretary of the U.S. Department of Health and Human Services, the U.S. Comptroller General, or the Secretary's or Comptroller's delegate, to be subject to the provisions of Section 952 of Public Law 96-499, the Parties, until the expiration of four (4) years subsequent to the furnishing of services under this Agreement and the Addenda attached hereto, shall make available, upon written request to the Secretary, the Comptroller, or any of their duly authorized representatives, this Agreement, the Addenda attached hereto, and the books, documents and records of the Parties that are necessary to certify the nature and extent of the charges to each Party. If any Party carries out any of its duties under this Agreement or any Addenda attached hereto through a subcontract, with a value of \$10,000 or more over a twelve (12)-month period, with a related organization (as that term is defined with regard to a provider in 42 C.F.R. § 413.17(1)), such subcontract shall contain a clause to the

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 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 attached hereto, such Party shall notify the other Parties of the nature and scope of such request and shall make available to the other Parties, upon written request, all such books, documents, or records. This Section 15(t) is included pursuant to and is governed by the requirements of federal law. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by the Parties or any of the Parties' representatives by virtue of the obligations of this Section 15(t).

u. Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement and any Addenda attached hereto, time is of the essence.

v. UHC Not Intended to be Public Body. Nothing in this Agreement or any Addenda attached hereto is intended, and it is not the intent of the Parties, to cause or result in UHC being considered a public or quasi-public body, governmental authority or subdivision thereof, other public entity or otherwise subject to public inspection laws of the State of Louisiana, public audit, public meeting, or other disclosure procedures generally applicable to public bodies in the State of Louisiana.

w. Referrals. The Parties acknowledge that none of the benefits granted LSU under this Agreement or any Addenda attached hereto are conditioned on any requirement that LSU make referrals to, be in a position to make or influence referrals to, or otherwise generate business for, UHC or the Hospital. Furthermore, the Parties agree that the compensation paid to LSU under this Agreement and the Addenda attached hereto represents the fair market value of the services provided under this Agreement and any Addenda attached hereto.

x. Capitalized Terms. Capitalized terms not defined in this Agreement or any Addenda attached hereto shall have the respective meaning ascribed to such term in the CEA.

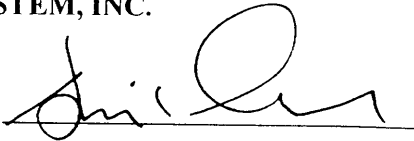
y. Force Majeure. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or any Addenda attached hereto or other interruption of service or employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, nonappropriation, strikes or other work interruptions by either Party's employees, or any similar or dissimilar cause beyond the reasonable control of such Party ("*Force Majeure*"). In the event of a failure or anticipated failure by any Party to perform its obligations under this Agreement or any Addenda attached hereto caused by Force Majeure, such Party shall provide notice to the other Parties within thirty (30) days of the occurrence of such Force Majeure event causing such failure or anticipated failure.

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Signature page for Master Collaborative Agreement

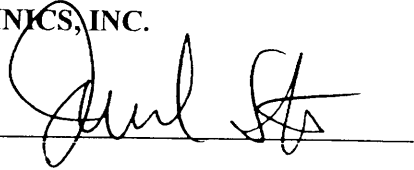
THUS DONE AND SIGNED as of the Effective Date.

**LAFAYETTE GENERAL HEALTH
SYSTEM, INC.**

By: _____

Title: President

**UNIVERSITY HOSPITAL &
CLINICS, INC.**

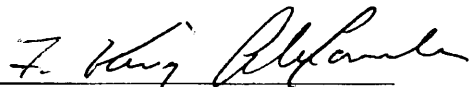
By: _____

Title: CEO

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: 
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 the Hospital;

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 "*Accountable Care Services*"), that provide support to UHC in improving patient care, including, without limitation, quality, outcomes and cost; and

WHEREAS, HCSD desires to provide, and UHC desires the provision of, the Accountable Care Services during the term of the Master Collaborative Agreement, all in accordance with the terms and conditions of the Master Collaborative Agreement and this **Addendum 1** thereto.

1. ACCOUNTABLE CARE SERVICES. During the term of the Master Collaborative Agreement, HCSD shall provide the Accountable Care Services described on **Schedule A** attached hereto.

2. UHC'S OBLIGATIONS.

a. **Healthcare Quality.** UHC shall cooperate with HCSD to utilize the Accountable Care Services at the Hospital as a means to improve, and demonstrate improvement, in health care quality and patient outcomes, and reduce costs.

b. **Cooperation.** UHC shall work collaboratively with HCSD to: (a) communicate the value of Accountable Care Services to UHC staff and employees; (b) encourage staff and employee participation in the processes mutually agreed upon by the Parties necessary to implement the Accountable Care Services; (c) share patient and disease data; and (d) provide reasonable access to patients of the Hospital, after notice and at the sole discretion of UHC – to improve patient care for the citizens of Louisiana by allowing HCSD: (x) to create analytics of de-identified data for population health, disease management, operation and performance improvement, and other projects of analysis as mutually agreed upon; (y) to create a customized data warehouse for UHC; and (z) to assist in the compilation and analysis of reports to be provided to the legislature, the Division of Administration and the Louisiana Department of Health and Hospitals in order to allow assessment of the public-private partnership. HCSD shall 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 UHC implements another electronic health records or other data system, UHC shall be solely responsible for all computer interface costs related to such interface.

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** to 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:

a. Accountable Care Services Price. The Parties agree and acknowledge that the fair market value of the Accountable Care Services is \$3,577,046.00 each year (the "*Accountable Care Services Price*") for the first five (5) years following the Effective Time (the "*Initial Price Period*") or until the termination of the Master Collaborative Agreement, whichever occurs first.

b. Adjustments to the Accountable Care Services Price. The Parties acknowledge and agree that the Accountable Care Services Price is fair market value and not intended to be made in return for the referral of ongoing business, if any, or in return for the purchasing, leasing, or ordering of any services other than the Accountable Care Services. Notwithstanding the foregoing, if the Parties in good faith determine that the Accountable Care Services Price is not fair market value, the Parties agree to reassess the fair market value of the Accountable Care Services and negotiate, in good faith, an adjustment to the Accountable Care Services Price, to ensure that the Accountable Care Services Price remains at fair market value at all times during the term of this Agreement.

4. **PAYMENTS**. Starting at the Effective Time, and each July 1, October 1, January 1 and April 1 thereafter during the Term of the Master Collaborative Agreement, UHC shall make quarterly payments to LSU equal to one-fourth (1/4) of the Accountable Care Services Price, which shall be a prepayment for the next quarter's Accountable Care Services. LSU shall submit quarterly invoices to UHC with respect to the Accountable Care Services, and UHC shall pay the amounts due within ten (10) days of receipt of such invoices.

5. **STATUS OF LSU AND LSU EMPLOYEES.**

a. Independent Contractor. The Accountable Care Services provided by HCSD pursuant to this Agreement shall be as an independent contractor. It is expressly acknowledged and stipulated by the Parties that each employee of LSU providing Accountable Care Services to UHC is and shall be an employee or contractor solely of LSU and shall not, for any purpose whatsoever, be or be considered an employee, representative, or agent of UHC.

b. No Employer/Employee Relationship. Nothing in the Master Collaborative Agreement and/or this **Addendum 1** is intended, and nothing in the Master Collaborative Agreement and/or this **Addendum 1** shall be construed, to create an employer/employee relationship or a joint venture relationship between the Parties or to allow UHC to exercise control or direction over the manner or method in which LSU performs the

Accountable Care Services. The provisions set forth in this Section 5 of this **Addendum 1** shall survive expiration or other termination of the Master Collaborative Agreement, regardless of the 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 agree that UHC is the principal or statutory employer of LSU's employees for purposes of LA R.S. 23:1061(a) only. Irrespective of UHC's status either as the statutory employer or as the special employer (as defined in LA R.S. 23:1031(C)) of LSU's employees, and regardless of any other relationship or alleged relationship between UHC and LSU's employees, LSU shall be and remain at all times primarily responsible for the payment of Louisiana Workers' Compensation benefits to its employees, and neither LSU nor its underwriters shall be entitled to seek contribution for any such payments from UHC.

d. **Incurring Liabilities.** Neither Party shall have the authority to bind the other Party under any contract or agreement or incur any debts or other obligations on behalf of the other Party.

6. **NONEXCLUSIVITY.** The Accountable Care Services are provided to UHC on a nonexclusive basis, and this **Addendum 1** in no way shall be construed to limit or impede LSU's right to provide similar or related services to any other Person or UHC's right to purchase or otherwise acquire similar or related services from any other Person.

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

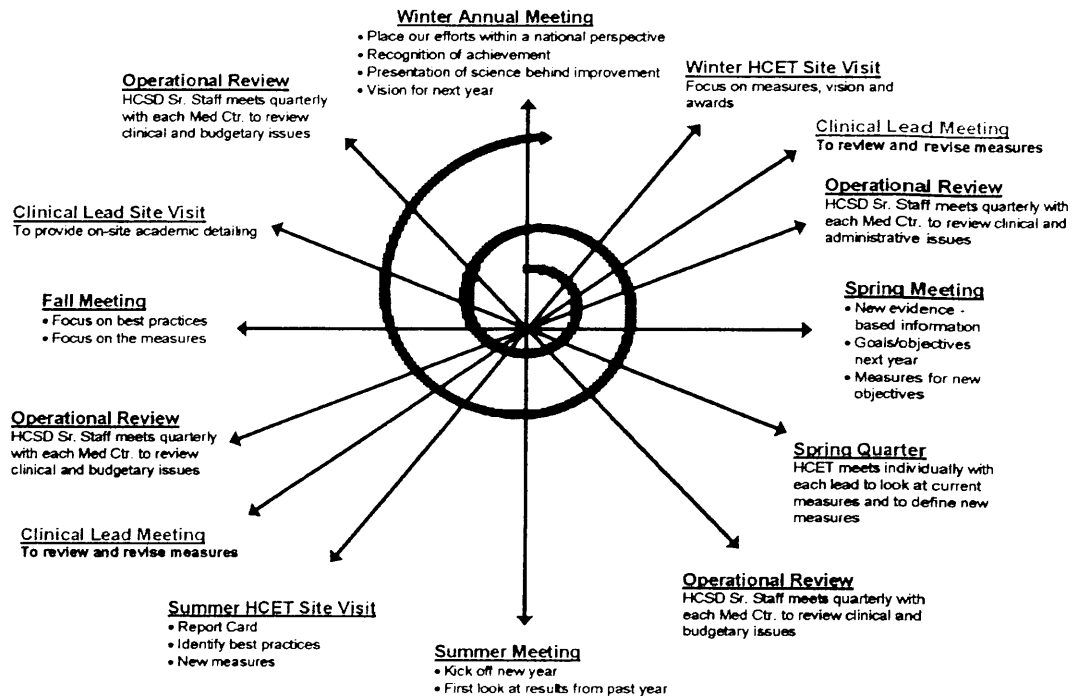
HCSO, through its expertise in disease management, population health, informatics technology, data analytics and telemedicine will work collectively with UHC to:

- 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;
- f. Provide appropriate leadership and infrastructure to increase the likelihood of 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 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 HCSO Health Care Effectiveness Year Cycle



- j. Create an infrastructure for improvement through leadership based upon national perspective, strategic focus and defined timelines.
- k. Provide Analytic Expertise that will collect, store and distribute data. The Analytic team will provide:
 - i. An electronic data warehouse to store UHC data
 - ii. Transparent reports
 - iii. Specific data for identifying areas of improvement
 - iv. Customized reporting for PDCA cycles, ICON, and other special projects
 - v. Reports for medical education and residency monitoring requirements
 - vi. Data collection and storage for disease registries
 - vii. Access for data mining
 - viii. Collaboration for defining measures and understanding benchmarks, goals and rewards
 - ix. Resident, faculty, staff and other report cards
- l. Provide Expertise in Informatics and work with UHC toward:
 - 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 HCSO 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 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;

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 UHC at the Effective Time; and

WHEREAS, this **Addendum 2** is made a part of the Master Collaborative Agreement in its entirety.

1. AGREEMENT TO ASSIGN. At the Effective Time, LSU agrees to assign, and UHC agrees to assume, the following:

(a) all of LSU's rights, to the extent assignable or transferable, to all licenses, permits, approvals, certificates of exemption, franchises, accreditations and registrations and other governmental licenses, permits or approvals issued to or used by LSU with respect to the operation of the Hospital (collectively, the "*Licenses*");

(b) all inventories of supplies, drugs, food, medical, surgical, office, and janitorial supplies and other disposables and consumables located on site at the Hospital (the "*Inventory*"), subject to the terms and conditions set forth in Section 2 below;

(c) all documents, records, operating manuals, and files with respect to the operation of the Hospital, including, without limitation, all patient records and medical records (including, without limitation, all patient charts, pathology records, x-rays, CT scans, and any and other records, reports, slides and images related to patient diagnosis, care or treatment), and equipment records, and medical and administrative libraries;

(d) the Medicare Provider Agreement (the "*Medicare Provider Agreement*") and corresponding Medicare Provider Number 190006, (the "*Medicare Provider Number*"); and

(e) the Medicaid Provider Agreement (the "*Medicaid Provider Agreement*") and corresponding Medicaid Provider Number 1720429, (the "*Medicaid Provider Number*").

2. PURCHASE PRICE FOR INVENTORY. In consideration for the assignment of the Inventory to UHC, UHC shall make a payment to LSU of an amount in cash equal to the fair market value of the Inventory (the "*Inventory Payment*"), calculated as of the Effective Time. As soon as reasonably practicable following the Effective Time, the Parties shall finalize the results of the physical inventory taken of the Inventory at the Hospital immediately prior to the Effective Time in order to calculate the Inventory Payment. UHC shall make the Inventory

Payment to LSU within thirty (30) days of UHC's receipt of an invoice from LSU for the 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 the CEA, UHC shall use its best efforts to preserve the LSU residency caps associated with the Provider Number. Upon termination of the CEA, UHC shall transfer to LSU, or an entity designated by LSU, the Medicare Provider Number, the Medicare Provider Agreement, the Medicaid Provider Number, the Medicaid Provider Agreement and the associated residency caps.

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 medical privacy and requirements of relevant insurance carriers. The Parties acknowledge and agree that UHC shall remain solely responsible for the retention and custody of such records and shall defend, indemnify and hold harmless LSU in accordance with the indemnity provisions contained in Section 16.2 of the CEA. For purposes of this **Addendum 3**, the term “*records*” includes all documents and other compilations of information in physical form.

2. **CUSTODIAN OF ELECTRONIC MEDICAL RECORDS.** Until and unless otherwise agreed, as owner of the “Shared Systems” (as such term is defined in the Agreement for HIPAA Compliance referenced above in Section 9(e) of this Agreement), LSU shall maintain custody and possession of any and all electronic medical and patient records of the Hospital, including, without limitation, any and all electronic medical and patient records produced subsequent to the Effective Time, to the extent such records are maintained on the Shared Systems (collectively “eMR”). Notwithstanding the foregoing, UHC shall be granted access to eMR in accordance with the Agreement for HIPAA Compliance, Policies and Procedures, and Business Associate Agreement referenced above in Section 9(e) of this Agreement. For purposes of this **Addendum 3**, the term eMR includes all documents and other compilations of information maintained in electronic form.

3. **CONFIDENTIALITY.** UHC acknowledges that as a result of entering into the CEA it will gain access to certain patient and other information of the Hospital which is subject to rules and regulations regarding confidentiality. UHC agrees to abide by any such rules and regulations relating to the confidential information it acquires. As of and after the Effective Time, UHC agrees to maintain the electronic and physical records over which it has assumed custody pursuant to this **Addendum 3** 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 medical privacy and requirements of relevant insurance carriers, all in a manner consistent with the maintenance of patient records generated at the Hospital after the

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 consents 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 liability, nor shall UHC assume any liability, for the accuracy of the medical records transferred to the custody of UHC hereunder, nor for any failure of LSU to maintain medical records in compliance with the Health Care Laws. Any such liability for the accuracy or adequacy of the medical records prior to the Effective Time shall be retained by LSU as set forth in Section 16.2(c) of the CEA. UHC shall be responsible and liable for the accuracy, adequacy and maintenance of the medical records associated with those health care services rendered by UHC following the Effective Time.

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.