

## MASTER COLLABORATIVE AGREEMENT

THIS MASTER COLLABORATIVE AGREEMENT (this "*Agreement*") is effective as of the 14th day of January, 2014, (the "*Effective Date*"), by and between Our Lady of the Angels Hospital, Inc. ("*OLOAH*"), 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 ("*HCSD*"). OLOAH 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*") through the Division of Administration ("*DOA*") and the Louisiana Department of Health and Hospitals ("*DHH*"), OLOAH will assume the operations of the hospital currently known as Washington – St. Tammany Regional Medical Center d/b/a Bogalusa Medical Center (the "*Hospital*") from LSU as of 12:00:00 midnight, CST, on March 17, 2014 (the "*Effective Time*"), and thereafter during the term of the CEA, OLOAH will provide inpatient and outpatient and other Hospital services previously provided by LSU;

**WHEREAS**, the CEA contemplates the execution of certain ancillary documents (the "*Contemplated Transactions*"), including without limitation, this Agreement and its Addenda, as well as a sublease of the Hospital inpatient facility, lease of the Hospital outpatient facilities, and the lease of equipment (collectively, the "*Leases*");

**WHEREAS**, the Parties wish to enter into this Agreement to effectuate certain of the Contemplated Transactions; 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.** LSU and OLAH shall negotiate in good faith to establish the terms and conditions of a Clinical and Accountable Care Services Agreement pursuant to which LSU, through HCSD, will provide certain clinical and data warehouse, data analytics and disease management services, examples of which are set forth on Addendum 1, in exchange for a fair market value services fee.

2. **PROVIDER NUMBERS AND INVENTORY.** The Hospital Medicare Provider Agreement and Medicaid Provider Agreement, along with their corresponding Provider Numbers, will be voluntarily terminated by LSU, and OLOAH shall obtain new provider numbers. The Parties hereby agree to the terms and provisions of Addendum 2 concerning OLOAH's purchase of Hospital inventory and supplies. 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 terms and provisions of Addendum 3 are incorporated herein by reference and are made a part hereof in their entirety.

4. **SELF INSURANCE RETENTION.** In the event and to the extent OLOAH is permitted and elects in accordance with the Leases to provide self-insurance for insurance coverage required by the Leases, OLOAH 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 OLOAH, but only to the extent such coverage is required by the Leases.

5. **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 OLOAH 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 primary payer for health care is a commercial insurer, health plan or other private, non-governmental third-party payer (the "*Commercial Transition Patients*") the Parties agree that LSU will bill for and collect all funds received from such commercial payers for Patient Services rendered to Commercial Transition Patients. With respect to Transition Patients whose primary payer for health care is Medicare or TRICARE (including Medicare supplemental and Medicare Advantage policies) (the "*Medicare/TRICARE Transition Patients*"), the Parties agree that OLOAH will be entitled to all funds received from Medicare and TRICARE for Patient Services rendered to the Medicare/TRICARE Transition Patients. With respect to Transition Patients whose primary payer for health care is 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 is entitled to all funds received for Patient Services it renders to the Medicaid Transition Patients and UCC Transition Patients prior to the Effective Time, and OLOAH is entitled to 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 OLOAH 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 payer 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) OLOAH shall be entitled to bill and collect for all outpatient and other cost-based services provided on and after the Effective Time.

c. **Payments and Reconciliation.** LSU and OLOAH 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 OLOAH all fees, funds and revenues attributable to Hospital operations after the Effective Time and received by LSU, including, without limitation, all commercial, Medicare, TRICARE and Medicaid payments received by LSU for services provided by OLOAH 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. OLOAH agrees to pay LSU all fees, funds and revenues attributable to Hospital operations before the Effective Time and received by OLOAH, including, without limitation, all Medicaid payments received by OLOAH 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 OLOAH.

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

iv. In the case of questionable or incorrect payments, LSU and OLOAH will reconcile based upon the applicable payment remittance. In the event OLOAH and LSU are unable to agree on the amount to be paid to OLOAH or LSU, as the case may be, under this Section 5, then such amount shall be determined by an independent auditor at their joint expense.

v. Any and all funds, fees and revenues received by LSU or OLOAH to which the other Party is entitled pursuant to this Section 5 shall be paid to the other Party via electronic means on a monthly basis.

## 6. COVENANTS.

a. Use of Premises. OLOAH 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 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 Leases and any amendments thereto, this Agreement and the Addenda attached hereto, and any other agreement between the Parties delivered pursuant to the CEA, unless otherwise mutually agreed to by the Parties in writing.

b. Use of Names. OLOAH 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 a Trademark License Agreement between the Parties, if applicable. LSU shall not use OLOAH's name or logo, or the name or logo of any of OLOAH's affiliates, in print without the prior

written approval of OLOAH. 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 cooperate with the other Party, at the requesting Party's expense, 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, related to the Hospital's operations, 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 will execute the 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).

7. **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 8. 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 Agreement shall control.

## 8. **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 8, and the remainder of this Agreement, and any remaining Addenda attached hereto, shall not be affected by any such termination, and (ii) this Section 8(b) shall not supersede the termination provisions of the CEA, the Leases, or any other document that effectuates the Contemplated Transactions.

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 11(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 8(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.

**9. 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 OLOAH to LSU and any and all service obligations of LSU to OLOAH pursuant to this Agreement shall be suspended immediately upon OLOAH's providing Notice of a Potential Terminating Breach pursuant to Section 13.2 of the CEA or in the event of Inadequate Funding pursuant to Section 13.5 of the CEA, until such time as the Potential Terminating Breach is resolved pursuant to the procedures set forth in Section 13.4 of the CEA or the Inadequate Funding is cured pursuant to the procedures set forth in Section 13.5 of the CEA, as applicable. Upon the resolution or cure of any such breach or Inadequate Funding in accordance with the foregoing, OLOAH's payment obligations and LSU's service obligations shall resume and become due and payable.

## 10. INDEMNIFICATION.

a. LSU's Indemnity Obligations. To the extent permitted by applicable law, LSU hereby agrees to defend, indemnify and hold harmless OLOAH, its directors, managers, officers, representatives, agents, and employees (collectively, "**OLOAH 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 (i) a breach of this Agreement by LSU, or (ii) 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. OLOAH's Indemnity Obligations. OLOAH 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 (i) a breach of this Agreement by OLOAH, or (ii) the negligence, error or omission of OLOAH or any of its employees, but only to the extent that such Claims are caused by the negligence, error or omission of OLOAH 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 10 (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 10(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 10 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 10: (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 10, 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.

## 11. 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 11(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 11(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: Patrick D. Seiter, Esq.

If to OLOAH:

Our Lady of the Angels Hospital, Inc.  
433 Plaza St.  
Bogalusa, LA 70427  
Attention: President and CEO

With a copy to:

Baker Donelson Bearman Caldwell  
& Berkowitz, PC  
Chase North Tower  
450 Laurel Street, 20<sup>th</sup> Floor  
Baton Rouge, LA 7080a  
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; or
- iii. 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 11(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 11(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. OLOAH 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 OLOAH 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, OLOAH 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.

z. Ethical and Religious Directives. The Parties hereby acknowledge and agree that OLOAH is bound by the Ethical and Religious Directives for Catholic Health Care Services ("ERDs"), and OLOAH shall at all times comply with such ERDs during the Term of this Agreement. Further, in no event shall OLOAH's compliance with the ERDs give rise to a breach of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

*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  
F. King Alexander, President of  
Louisiana State University System

Date: January 14, 2014

Execution Version

*Signature page to Master Collaborative Agreement*

THUS DONE AND SIGNED as of the Effective Date.

**Our Lady of the Angels Hospital, Inc.**

By: Robert Burgess  
Robert Burgess  
Title: President and CEO

**ADDENDUM 1**  
**ACCOUNTABLE CARE SERVICES**

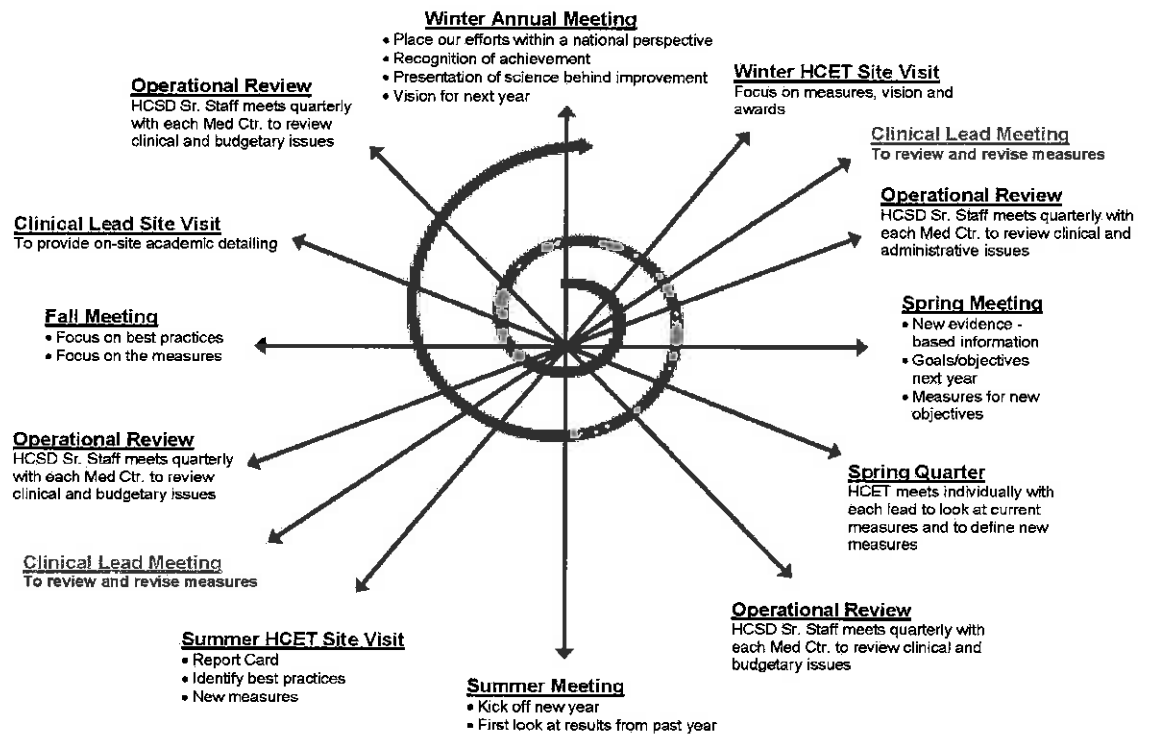
HCSD, through its expertise in disease management, population health, informatics technology, data analytics and telemedicine will, upon the Parties' agreement to mutually acceptable payment and other terms and conditions, work collectively with OLOAH to:

- 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 OLOAH 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



- 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 OLOAH 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 awards

ix. Resident, faculty, staff and other report cards

1. Provide Expertise in Informatics and work with OLOAH 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 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.

**ADDENDUM 2**  
**Provider Numbers and Inventory**

**WHEREAS**, OLOAH does not desire to assume the Hospital's Medicare or Medicaid provider agreements and their corresponding provider numbers, and LSU is willing to voluntarily terminate the Medicare and Medicaid provider agreements;

**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 OLOAH at the Effective Time; and

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

**1. PROVIDER NUMBER MATTERS.** LSU 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 voluntary termination of the Medicare Provider Number, the Medicare Provider Agreement, the Medicaid Provider Number, and the Medicaid Provider Agreement.

**2. PURCHASE OF INVENTORY AND SUPPLIES.**

(a) At the Effective Time, LSU agrees to sell, and OLOAH agrees to purchase, agreed upon inventories of furniture, fixtures, and equipment valued at less than \$1,000.00, as well as 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 subsection (b) below;

(b) In consideration for the sale of the Inventory to OLOAH, OLOAH 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. OLOAH shall make the Inventory Payment to LSU within thirty (30) days of OLOAH's receipt of an invoice from LSU for the Inventory Payment.

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

WHEREAS, in order for OLOAH to operate the Hospital following the Effective Time, all physical medical and other patient records of the Hospital will be transferred and assigned to OLOAH 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.** Subject to LSU's obligation to purge the Hospital medical records pursuant to Section 8.2 of the CEA, as of the Effective Time, OLOAH 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. OLOAH 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)(l)(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 OLOAH 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 15.2 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 Amended and Restated Agreement for HIPAA Compliance referenced above in Section 6(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 any of the Shared Systems (collectively "**eMR**"). Notwithstanding the foregoing, OLOAH 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 6(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.** OLOAH 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 applicable laws and related regulations. OLOAH agrees to abide by any such laws and regulations relating to the confidential information it acquires. As of and after the Effective Time, OLOAH 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)(l)(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 appropriate consents and authorizations, OLOAH 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 OLOAH's possession at such time and to the extent such access is reasonably necessary to accomplish the legitimate business purposes of LSU. LSU will comply with all applicable laws and regulations with respect to such access.

**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 OLOAH assume any liability, for the accuracy of the medical records transferred to the custody of OLOAH 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. OLOAH shall be responsible and liable for the accuracy, adequacy and maintenance of the medical records associated with those health care services rendered by OLOAH following the Effective Time.