

## MASTER COLLABORATIVE AGREEMENT

**THIS MASTER COLLABORATIVE AGREEMENT** (this “*Agreement*”) is made effective as of the 24<sup>th</sup> day of June, 2013, (the “*Effective Date*”), by and between University Medical Center Management Corporation (A Major Affiliate of LSU Pursuant to LA. R.S. 17:3390) (“*UMCMC*”), 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 D*”). UMCMC 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, Louisiana Children’s Medical Center, a Louisiana nonprofit corporation, the State of Louisiana (the “*State*”), the Division of Administration (“*DOA*”) and the Louisiana Department of Health and Hospitals (“*DHH*”), UMCMC assumed the operations of the hospital operating under Medicare Provider Number 19-0005 (the “*Hospital*”) from LSU as of 12:00:00 am CDT on June 24, 2013 (the “*Effective Time*”), and thereafter during the term of the CEA, UMCMC will provide inpatient and outpatient and other Hospital services previously provided by LSU at the Hospital’s current location (the “*Interim Facility*”) and will continue to provide such services at the Hospital’s permanent location currently under construction (the “*New Facility*”);

**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, a Master Hospital Lease and Equipment Lease (collectively, the “*Leases*”), as well as agreements enabling UMCMC’s use and occupancy buildings leased by LSU from third parties;

**WHEREAS**, the Parties have executed the Leases and two Right of Use, Possession and Occupancy Agreements (collectively, the “*Rights of Use*,” each a “*Right of Use*”) for certain buildings leased by LSU from third parties, and now wish to enter into this Agreement to effectuate certain of the other 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. NO TRANSFER OF ACCOUNTS RECEIVABLE.** Notwithstanding anything to the contrary in the CEA, the Parties agree that UMCMC will not purchase the accounts receivable of LSU generated by patient care services at the Hospital prior to the Effective Time.

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

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

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

**5. PRORATION AND ASSIGNMENT OF CONTRACTS.** The Parties 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. The Parties also agree to prorate any rebates received by the Hospital to reflect the transition of the Hospital to UCMC as of the Effective Time.

**6. GRANTS, FUNDS AND FOUNDATION SUPPORT.**

(a) Grants and Funds. Within ninety (90) days from the date of execution of this Agreement, the Parties shall determine the appropriate disposition, control and direction of grants, trust funds and other funds according to the terms and conditions contained in the instruments establishing such grants and funds. If written instruments or other documentation does not exist, the Parties shall work together in good faith to determine the purpose of the funds and their appropriate disposition and control.

(b) Medical Center of Louisiana Foundation Support. Within ninety (90) days from the date of execution of this Agreement, the Parties shall determine the continuing role of the Medical Center of Louisiana Foundation ("**Foundation**") and the disposition, control and direction of funds held by the Foundation in accordance with the terms and conditions contained in the instruments establishing the Foundation and affiliating the Foundation to LSU.

**7. INSURANCE PREMIUMS.** Consistent with the terms of the Leases, if UCMC elects to purchase property insurance coverage through LSU from the Louisiana Office of Risk Management ("**ORM**"), LSU shall obtain such coverage from ORM for all immovable property and equipment owned by LSU and leased to UCMC. UCMC shall pay/reimburse LSU for the cost of the premium for such coverage. Additionally, UCMC shall pay/reimburse LSU for its reasonable costs and expenses related to LSU's obligations under this Section 7, including LSU's employees' time and expenses, as an administrative fee, not to exceed \$150,000.00 for each lease year, pro-rated for any partial lease year. LSU shall invoice UCMC semi-annually for the insurance premium and the administrative fee, which invoices shall set forth such costs and expenses in reasonable detail.

**8. SELF INSURANCE RETENTION.** In the event and to the extent UCMC elects to provide self-insurance as allowed under the terms of the Leases, UCMC 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 LSU was named as an additional insured under a commercial policy of insurance purchased by UMCMC.

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

a. Third-Party Leases for Clinic Space. The Rights of Use executed by and between the Parties concern temporary clinic facilities that LSU leases from third parties due to the damage and destruction caused by Hurricane Katrina to LSU's former clinics. The Rights of Use are executed in connection with the following third-party leases:

- i. that certain Lease (the "**Seton Lease**") for property located at 1035 Calhoun Street, New Orleans, Louisiana, is between Children's Hospital and LSU, dated June 25, 2007, as amended by that certain Amendment 1 to the Original Lease effective August 2, 2007, and as amended by that certain Amendment 2 to the Original Lease effective as of August 2, 2207 [sic], and as amended by that certain Amendment #3 to the Original Lease effective as of August 2, 2008, and as amended by that certain Amendment #4 to the Original Lease Automatic Extension #2 effective as of August 2, 2009, and as amended by that certain Amendment #5 to the Original Lease effective as of August 2, 2010, and as amended by that certain Amendment #6 to the Original Lease effective as of August 2, 2012, and as amended by that certain Amendment #7 to the Original Lease (Extension) dated effective 12:00:00 a.m. on June 24, 2013; and
- ii. that certain Lease (the "**L&T Lease**", together with the Seton Lease, collectively, the "**Third-Party Leases**") for property located at 1400 Poydras Street, New Orleans, Louisiana, executed by and among: (i) Dominion L&T Parcel, LLC ("**Dominion**"), Neve L&T Parcel, LLC ("**Neve**"), by the Hertz Investment Group, Inc. ("**Hertz**"), the Authorized Agent of Dominion and Neve (Dominion, Neve and Hertz collectively referred to as the "**Dominion Parties**"), on the one hand; and (ii) LSU, on the other hand, entered into as of February 24, 2006, as amended by that certain Amendment #1 to the Original Lease between the Dominion Parties and LSU effective March 11, 2006, and as amended by that certain Amendment #2 to the Original Lease between the Dominion Parties and LSU effective as of January 1, 2008, and as amended by that certain Amendment #3 to the Original Lease between Zelia, LLC (successor to the Dominion Parties) and LSU effective as of February 13, 2013.

b. Rent Under Third-Party Leases. The Parties acknowledge that the rent payable by LSU under the Third-Party Leases is currently reimbursed by the Federal Emergency Management Agency ("**FEMA**").

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

## 10. SETTLEMENT OF COST REPORTS.

(a) LSU shall prepare and timely file all cost reports relating to the periods ending prior to the Effective Time or required as a result of the consummation of the Contemplated Transactions, including, without limitation, those relating to Medicare, Medicaid, and to the extent applicable, Blue Cross and other third party payors which settle on a cost report basis (all such cost reports are referred to herein as the “**LSU Cost Reports**”). UMCMC shall 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 UMCMC. UMCMC shall not reply to any such correspondence without LSU’s written approval, which shall not be unreasonably withheld. UMCMC shall remit any funds it receives relating to the LSU Cost Reports or the Agency Settlements within thirty (30) business days after receipt by UMCMC, and will forward any demands for payment relating to the LSU Cost Reports or the Agency Settlements within ten (10) business days. In the event that UMCMC receives any notices that funds are determined to be due with respect to the LSU Cost Reports, the provisions of Section 10(b) shall apply.

(b) LSU shall retain all rights and obligations with respect 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. UMCMC will reasonably cooperate with LSU in regard to the preparation, filing, handling, and appeals of the LSU Cost Reports, and LSU shall reasonably cooperate with respect to the preparation, filing, handling and appeals of Cost Reports filed by UMCMC for any period following the Effective Time. 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 June 24, 2013, results in the recoupment by CMS of any funds

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

## 11. 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 UMCMC patients (collectively, the "**Transition Patients**"). To compensate the Parties for services rendered and medicine, drugs, and supplies provided (the "**Patient Services**") to Transition Patients, the Parties agree as follows: For those Transition Patients whose primary payer of medical care is a commercial insurer (including the Magellan managed mental health care plan, but not including other Bayou Health Medicaid managed care plans) (the "**Commercial Transition Patients**"), the Parties agree that LSU will retain all funds received from commercial payers, including commercial funds received for Patient Services provided by UMCMC to Commercial Transition Patients after the Effective Time. With respect to Transition Patients whose primary payer of medical care is Medicare or TRICARE, (the "**Medicare/TRICARE Transition Patients**"), the Parties agree that UMCMC 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 primary payer of medical care is Medicaid (including Bayou Health and any other 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 the UCC Transition Patients prior to the Effective Time, and UMCMC shall be paid 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 UMCMC a list of all Transition Patients as soon as practicable after the Effective Time. Such list shall identify each Transition 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) UMCMC 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 UMCMC 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 UMCMC all fees, funds and revenues attributable to Hospital operations after the Effective Time and received by LSU, 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) UMCMC agrees to pay LSU all fees, funds and revenues attributable to Hospital operations before the Effective Time and received by UMCMC, including, without limitation, all Medicaid payments received by UMCMC for services provided by LSU prior to the Effective Time, except fees, funds and revenues attributable to Medicare/TRICARE Transition Patients as provided in Section 7(a), within the first seven (7) days following the month in which such fees, funds or revenues were received by UMCMC.

(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 UMCMC 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 UMCMC indicating that UMCMC 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 Medical Center of Louisiana at New Orleans (Medicare Provider Number 190005) (the "Medicare Tie-in Notice"). UMCMC 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 UMCMC shall reconcile the payments within ninety (90) calendar days after receipt of both the tentative and final Medicare cost report settlement.

(v) In the case of questionable or incorrect payments, LSU and UMCMC will reconcile based upon the applicable payment remittance. In the event that UMCMC and LSU are unable to agree on the amount to be paid to UMCMC or LSU, as the case may be, under this Section 11, 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 UMCMC to which the other Party is entitled pursuant to this Section 11 shall be paid to the other Party via electronic means on a monthly basis.

**12. ACCREDITATION.** UMCMC shall do all things and take all actions necessary for the Hospital to continue to participate in Medicare and Medicaid, which may include the achievement of deemed status through The Joint Commission, or a comparable accreditation agency recognized by the Centers for Medicare and Medicaid Services, that allows for deemed status for purposes of participation in Medicare and Medicaid.

### **13. COVENANTS.**

a. Use of Premises. UMCMC shall permit LSU to use designated space on 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 reasonable use of a workspace and computers. LSU covenants not to use any part of the premises of the Interim Facility or the New Facility for any purpose other than those purposes related to the performance of the services

contemplated by the CEA, the Leases, Rights of Use, the Transition Services Agreement, this Agreement and the Addenda attached hereto, and any other agreement between the Parties related to UCMC's assumption of operations at the Interim Facility and New Facility, unless otherwise mutually agreed to by the Parties in writing. Such use or requests shall be on a reasonable basis, be designed not to interfere in the day to day operations of the Hospital, and shall not impose more than an insignificant cost on the operations of the Hospital.

b. 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. To the extent a third party brings suit against LSU for an alleged loss or injury that occurred prior to the Effective Time, LSU and its counsel shall be responsible for investigating and defending, and shall provide the resources necessary to investigate and defend, such suit. In such an event, UCMC shall permit LSU to have access to all medical, personnel, financial and any and all other records and information related to the alleged loss or injury, as well as UCMC personnel who may have knowledge of facts surrounding the third party's claims.

c. 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.

d. Compliance with HIPAA. Each Party either has executed or will execute 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).

**14. 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 15. Notwithstanding the foregoing, an Addendum may have a separate term and termination or renewal provision set forth therein, and may terminate prior to the termination of the Term of this Agreement, without resulting in a termination of any other Addendum or this Agreement. If an Addendum does not include a specific term and termination or renewal provision, the Term and termination and renewal provisions of this Master Collaborative Agreement shall control.

## 15. TERMINATION.

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

b. Termination for Breach. Except as more specifically set forth below, either Party may terminate this Agreement, or the obligations under any of the Addenda attached hereto, upon breach by the other Party of any material provision of this Agreement, or any material provision of the specific Addendum being terminated, provided such material breach continues for thirty (30) days after receipt by the breaching Party of written notice of such breach from the non-breaching Party without the breaching Party commencing a cure of said breach within the thirty (30) day period and diligently prosecuting said cure (even if the cure is not complete within such thirty (30) day period). In the event the cure is not commenced and diligently prosecuted within thirty (30) days after receipt of written notice by the breaching Party, then, at the option of the non-breaching party, this Agreement may be terminated one hundred twenty (120) days from the date of receipt of the initial written notice. 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 15, and the remainder of this Agreement, and any remaining Addenda attached hereto, shall not be affected by any such termination, and (ii) this Section 15(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. If there is a change in (or a new interpretation of) the law, whether statutory, regulatory or other position or rule set forth by a Governmental Body (as defined in the CEA), that has a Material Adverse Effect (as defined in the CEA) on any of the Parties, and the Parties are unable to agree, following the process in Section 19.4 of the CEA, on terms to amend this Agreement or otherwise address the consequences of the change in or new interpretation of the law, then the provision shall be severed in accordance with Section 18(n) 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 15(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.

**16. 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 UMCMC to LSU and any and all service obligations of LSU to UMCMC pursuant to this Agreement may be suspended, at UMCMC's option, upon UMCMC's providing Notice of Inadequate Funding (as defined in the CEA) pursuant to Article VIII of the CEA, until such time as the Inadequate Funding is cured pursuant to the procedures set forth in Section 8.1 of the CEA. Upon resolution or cure of any Inadequate Funding in accordance with the foregoing, UMCMC's payment obligations and LSU's service obligations shall resume and become due and payable. Further, to clarify and in accordance with Article VIII of the CEA, the Parties expressly acknowledge and agree that if the Inadequate Funding is not cured because the Required Program Funding is not sufficient to cover UMCMC's payment obligations to LSU pursuant to the provisions of Addendum 1 of this Agreement, UMCMC may terminate its payment obligations and LSU's service obligations under Addendum 1 of this Agreement and the provision of Accountable Care Services, without initiating the Pre-Withdrawal Process provided by Article XVI of the CEA. In such event, the reimbursement of the costs incurred with respect to the provision of Accountable Care Services shall no longer be required as a portion of Required Program Funding.

**17. INDEMNIFICATION.**

a. LSU's Indemnity Obligations. To the extent permitted by applicable law, LSU hereby agrees to defend, indemnify and hold harmless UMCMC, its shareholders, members, directors, managers, officers, representatives, agents, and employees (collectively, "**UMCMC 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, without limitation, 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. UMCMC's Indemnity Obligations. UMCMC hereby agrees 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, without limitation, death, personal injury, illness, property damage, or products liability arising from or in connection with the negligence, error or omission of UMCMC or any of its employees, but only to the extent that such Claims are caused by the negligence, error or

omission of UMCMC 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, HIPAA, COBRA, the fraud and abuse and anti-kickback statutes. In addition, each Party shall continue to be bound by the indemnity obligations of the CEA, the Rights of Use and the Leases, and to the extent there is a conflict between the terms and conditions of this Section 17, and the indemnity provisions of the CEA or the Leases, the provisions of the Leases, the Rights of Use or the CEA, as applicable, shall prevail.

d. Third Party Claims.

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

**18. GENERAL PROVISIONS.**

a. CEA Controls. In the event of a conflict between any provisions in the CEA and this Master Collaborative Agreement, including the Addenda, the CEA shall control.

b. 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, except as may be specifically set forth in the CEA, the Rights of Use, the Leases, or in accordance with the terms and conditions of this Agreement or its Addenda.

c. Legal Representation of the Parties. This Agreement and the Addenda, and Exhibits, 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.

d. 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.

e. 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.

f. 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.

g. Governing Law. This Agreement shall be governed by and construed 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).

h. Jurisdiction; Service of Process. Any proceeding arising out of or relating to this Agreement 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 18(h) 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 referred to in the first sentence of this section may be served on any party anywhere in the world. The provisions set forth in this Section 18(h) shall survive expiration or other termination of this Agreement or any Addenda attached hereto regardless of the cause of such termination.

i. 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.

j. 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.

k. 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.

l. 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.

m. 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.

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

o. 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: Dr. F. King Alexander, President

With a copy to:

Taylor, Porter, Brooks & Phillips L.L.P.  
8th Floor Chase Tower South  
451 Florida Street  
Baton Rouge, LA 70801  
Attention: Patrick D. Seiter, Esq.

If to UMCMC:

University Medical Center Management  
Corporation (A Major Affiliate of LSU Pursuant  
to La. R.S. 17:3390)  
2021 Perdido Street  
New Orleans, LA 70112  
Attention: Cindy Nuesslein, CEO

With a copy to:

UMCMC  
200 Henry Clay Avenue  
New Orleans, LA 70118  
Attention: General Counsel/Vice  
President of Legal Affairs

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.

p. 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.

q. 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.

r. 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.

s. 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.

t. 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.

u. 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 18(u) 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 18(u).

v. 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.

w. UMCMC Not Intended to be Public Bodies. 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 LCMC or UMCMC 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.

x. 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, UMCMC 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.

y. 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.

z. 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.

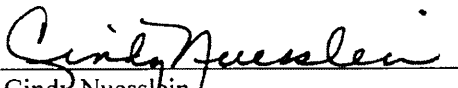
aa. Definitions Contained in Addenda. To the extent a defined term or definition in an attached Addendum conflicts with a defined term or definition contained in this



*Signature page to Master Collaborative Agreement*

THUS DONE AND SIGNED as of the Effective Date.

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

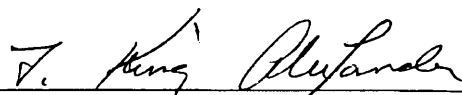
By:   
Cindy Nuesslein  
Chief Executive Officer – University  
Medical Center Management Corporation  
d/b/a Interim LSU Hospital

Date: 9/16/2013

*Signature page for Master Collaborative Agreement*

THUS DONE AND SIGNED as of the Effective Date.

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

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

Date: 9/11/13

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

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

**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 essential support to UMCMC in improving patient care, including, without limitation, quality, outcomes and cost, as required under new and evolving reimbursement plans and policies; and

**WHEREAS**, HCSD desires to provide, and UMCMC 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** and the applicable provisions of the CEA;

**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. UMCMC’S OBLIGATIONS.**

a. Healthcare Quality. UMCMC shall reasonably 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. UMCMC shall work collaboratively with HCSD to: (a) communicate the value of Accountable Care Services to UMCMC staff and employees; (b) encourage staff and employee participation in 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 UMCMC – 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 UMCMC; and (z) to assist in 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 UMCMC implements another electronic health records or other data system, UMCMC shall be solely responsible for the fees and costs

assessed by its vendors in establishing a computer interface between the newly-implemented electronic health records or other data system and HCSD's computer interface.

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

**3. PURCHASE PRICE.** UMCMC 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 shall not exceed \$10,200,000.00 (the "*Accountable Care Services Price*") for each of 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 or the monthly payment adjustment and reconciliation methodologies contained in Sections 4 and 5 below, 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. MONTHLY PAYMENTS.** Starting at the Effective Time, and thereafter during the Term of this Addendum 1, UMCMC shall make monthly payments to LSU equal to one-twelfth (1/12) of the Accountable Care Services Price for the applicable State of Louisiana fiscal year, provided that UMCMC's monthly payments for the last quarter of each State Fiscal Year may be adjusted based on the cost and payment reconciliation as provided in Section 5 below. LSU shall submit monthly invoices to UMCMC on or about the 1st day of each month with respect to the Accountable Care Services for that month. UMCMC shall pay the amounts due within ten (10) days of receipt of such invoices.

**5. COST AND PAYMENT RECONCILIATION.** During the month of March of each State fiscal year, HCSD and UMCMC will estimate the total projected costs to HCSD of providing the Accountable Care Services to UMCMC for such State fiscal year (the "Actual Costs"). If it is determined that the Actual Costs for the full State fiscal year will be less than the Accountable Care Service Price for such State fiscal year, the monthly invoices and payments for the last quarter shall be adjusted so that the total amount paid by UMCMC for the Accountable

Care Services does not exceed the Actual Costs.

**6. TERMINATION AND RENEWAL.** During the month of March of each State fiscal year, HCSD and UMCMC will confer regarding renewal of the Accountable Care Services for the following State fiscal year. If HCSD and UMCMC are unable to reach agreement on renewal terms, either Party may elect not to renew this Addendum for the following State fiscal year by giving ninety (90) days' written notice to the other Party. In addition, in accordance with Section 16 of the Master Collaborative Agreement, UMCMC may elect to terminate its payment obligations and LSU's Service obligations for the Accountable Care Services without initiating the Pre-Withdrawal Process provided by Article XVI of the CEA if sufficient funding for such Services is not included in the Required Program Funding.

**7. 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 UMCMC 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 UMCMC.

b. No Employer/Employee Relationship. Nothing in this Master Collaborative Agreement and/or this **Addendum 1** is intended, and nothing in this 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 UMCMC 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 7 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.*, UMCMC and LSU agree that the Accountable Care Services performed by LSU are an integral part of and are essential to the ability of UMCMC to generate UMCMC's goods, products and/or services, and that the Accountable Care Services of LSU shall be considered part of UMCMC's trade, business, and occupation, for purposes of LA R.S. 23:1061(a)(1). Furthermore, UMCMC and LSU agree that UMCMC is the principal or statutory employer of LSU's employees for purposes of LA R.S. 23:1061(a) only. Irrespective of UMCMC'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 UMCMC 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 UMCMC.

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.

**8. NONEXCLUSIVITY.** The Accountable Care Services are provided to UMCMC 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 UMCMC's right to purchase or otherwise acquire similar or related services from any other Person.

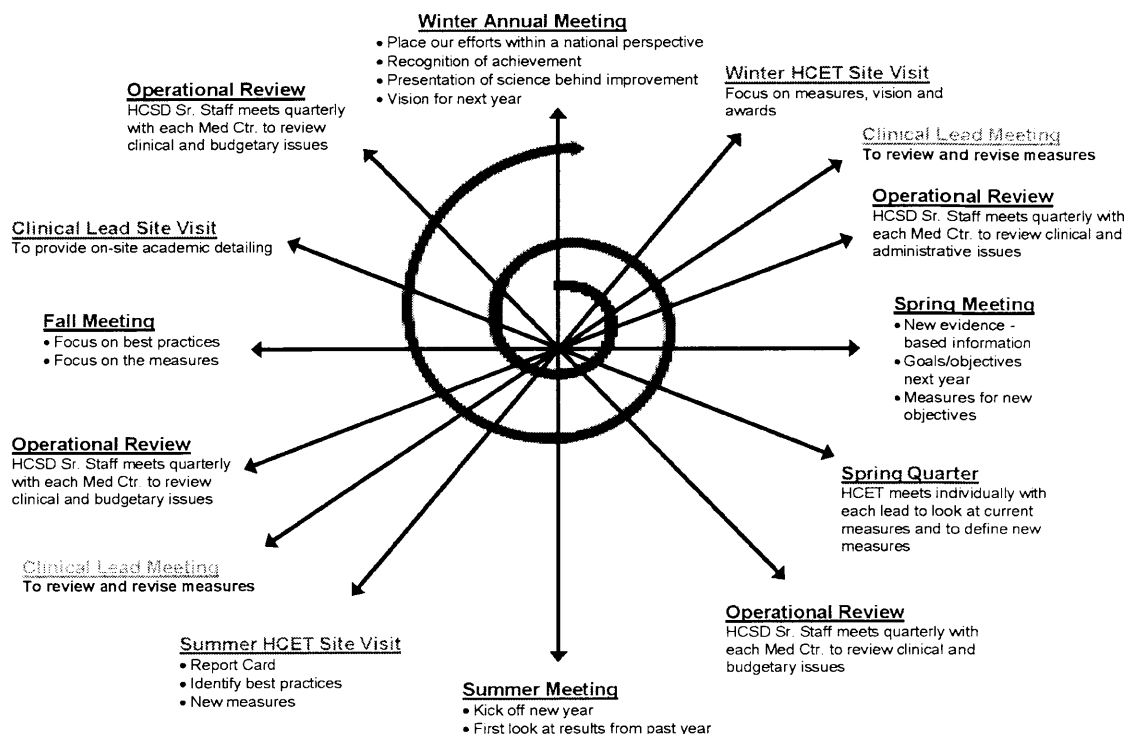
**SCHEDULE A to ADDENDUM 1**  
**ACCOUNTABLE CARE SERVICES**

HCSO, through its expertise in disease management, population health, data analytics and telemedicine will work collectively with UCMC 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 UMCMC 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 UMCMC 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
- l. Provide Expertise in Informatics and work with UMCMC 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; Licenses; Inventory**

**WHEREAS**, in order for UCMCMC 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 UCMCMC 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 UCMCMC 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 UCMCMC 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 190005 (the "***Medicare Provider Number***"); and

(e) the Medicaid Provider Agreement (the "***Medicaid Provider Agreement***") and corresponding Medicaid Provider Number 1765651 (the "***Medicaid Provider Number***").

**2. PURCHASE PRICE FOR INVENTORY.** In consideration for the assignment of the Inventory to UCMCMC, UCMCMC 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. UCMCMC shall make the

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

**3. PROVIDER NUMBER MATTERS.**

(a) The Parties shall 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 UMCMC.

(b) During the term of the CEA, UMCMC shall use its best efforts to preserve the LSU residency caps associated with the Provider Number. Upon termination of the CEA, UMCMC 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 UMCMC to operate the Hospital following the Effective Time, all physical medical and other patient records of the Hospital will be transferred and assigned to UMCMC at the Effective Time pursuant to **Addendum 3** to the Master Collaborative Agreement; and

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

**1. CUSTODIAN OF PHYSICAL RECORDS.** As of the Effective Time, UMCMC 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. UMCMC 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 UMCMC 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 18.2 of the CEA. For purposes of this **Addendum 3**, the term “*records*” includes all documents and other compilations of information in physical form.

**2. OWNERSHIP AND CUSTODY OF ELECTRONIC MEDICAL RECORDS.** As of the Effective Time, UMCMC shall assume ownership and control of any and all medical, financial, and other patient records maintained in electronic format (“Electronic Patient Records”) and created by or on behalf of the Hospital after June 24, 2013 (“Post Transition Records”). Electronic Patient Records include all documents, electronic data and other compilations of information in any electronic form. An Electronic Patient Record maintained for patients receiving health care services at the Hospital is the Hospital’s patient record. Furthermore, UMCMC and LSU acknowledge and agree, as provided in that certain Agreement for HIPAA Compliance to which UMCMC and LSU are parties (the “Agreement for HIPAA Compliance”), that Electronic Patient Records maintained by LSU on the Shared Systems (as defined in the Agreement for HIPAA Compliance) are patient-specific, not provider-specific, such that the Electronic Patient Records maintained on the Shared Systems are the patient record for the Hospital and every other health care provider that is a party to the Agreement for HIPAA Compliance and also provides health care services to the patient. UMCMC may elect not to participate in the Shared Systems in accordance with the terms and conditions of that certain Transition Services Agreement by and between UMCMC and LSU (the “Transition Services Agreement”). As UMCMC's contractor for certain purposes in this regard, as more fully set forth in this Agreement and the Agreement for HIPAA Compliance, LSU shall provide access to on a real time basis, and shall furnish a copy of upon request, of (1) the Post Transition Records and, (2) electronic records for patients treated by UMCMC for whom LSU maintains or owns an electronic record created prior to June 24,

2013. Upon the termination or expiration of the Transition Services Agreement for any reason (or in the event that UMCMC makes the determination to cease its use of a particular piece of Software set forth in Exhibit A of the Transition Services Agreement during the Transition Period, as defined in the Transition Services Agreement), LSU shall provide to UMCMC, upon UMCMC's request, a copy of all electronic records stored within the applicable Software for the patients treated by UMCMC, including the Post Transition Records (collectively, "Electronic Hospital Records"). The Parties will mutually agree on the method and timetable by which the Electronic Hospital Records will be copied and provided to UMCMC, giving due consideration to the scope of work and resources required and capabilities of the applicable Shared System, and will use their best efforts to complete the process in accordance with the agreed upon methods and timetable. UMCMC will be responsible for the reasonable direct costs of copying and transferring such Electronic Hospital Records to UMCMC.

**3. CONFIDENTIALITY.** UMCMC 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. UMCMC agrees to abide by any such rules and regulations relating to the confidential information it acquires. As of and after the Effective Time, UMCMC 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, UMCMC 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 UMCMC'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 UMCMC assume any liability, for the accuracy of the medical records transferred to the custody of UMCMC 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 17.2(c) of the CEA. UMCMC shall be responsible and liable for the accuracy, adequacy and maintenance of the medical records associated with those health care services rendered by UMCMC following the Effective Time.

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

**WHEREAS**, LSU is a public constitutional corporation organized and existing under the laws of the State of Louisiana, and LSU's institutions, including its medical schools and hospitals, are under LSU's supervision and management pursuant to La. Const. Art. VIII, Section 7 and La. R.S. 17:3215;

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

**WHEREAS**, pursuant to the CEA, UMCMC shall continue the provision of health care to the indigent and high-risk Medicaid populations in the New Orleans area at the Hospital;

**WHEREAS**, prior to the Effective Time, LSU entered into the contracts (the "**Contracts**") described on **Exhibit "A"** attached hereto, in connection with the operation of the Hospital;

**WHEREAS**, in connection with the CEA, LSU desires to assign the Contracts to UMCMC, and UMCMC desires to have the Contracts assigned to it and has agreed to assume the rights and obligations under the Contracts from and after the Effective Date; and

**WHEREAS**, this Agreement is an integral aspect of the CEA and furthers the above stated public purposes, and this Agreement furthers the educational and public service missions of LSU;

**NOW, THEREFORE**, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Assignment.** As of and commencing on the Effective Date, LSU does hereby assign, transfer, set over and deliver to UMCMC all of its rights, title, benefits, privileges and interest in and to the Contracts.
2. **Assumption.** UMCMC does hereby assume all of LSU's rights, burdens, liabilities and obligations with respect to the Contracts, but only from the Effective Time forward. UMCMC hereby accepts the assignment and assumption of the Contracts and agrees to observe and perform all the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of LSU under the Contracts to be observed, performed, paid or discharged from and after the Effective Time, solely to the extent accruing and relating to events occurring after the Effective Time. UMCMC does not assume, and shall not be liable for, any obligations of LSU that: (i) arose, in accordance with, or under, or in connection with the performance or negotiation of, the Contracts, prior to the Effective Time; or (ii) subject to the disclaimer set forth in Section 4 of this **Addendum 4**, arose out of or in connection with the acts or omissions of LSU prior to the Effective Time.

3. No Default under, or Modifications to, the Contract. Subject to the disclaimer set forth in Section 4 of this **Addendum 4**, LSU warrants that: (i) it is not in default or breach under any of the Contracts as of the Effective Time, and it has fully performed and paid all obligations due under each Contract; (ii) to the best of its actual knowledge, no other party is in default under any of the Contracts as of the Effective Time; (iii) as of the Effective Time, no amendments or modifications have been made to any of the Contracts, except as set forth on Exhibit “A” attached hereto; and (iv) this Agreement does not create a breach of, or a default under, any of the Contracts, or any other agreement to which LSU is a party.
4. Disclaimer. Notwithstanding anything herein to the contrary, LSU makes no warranty or representation that the Contracts are assignable without the consent of the third-party contractors to each individual Contract, and hereby expressly disclaims any such warranties or representations. To the extent that any of the Contracts are invalidated and/or terminated subsequent to the Effective Time due to a lack of consent to this Agreement from a third-party contractor, LSU shall have no liability and/or responsibility to UMCMC for any damages caused to UMCMC thereby.
5. Proration. The parties hereto agree to prorate any payments due under the Contracts for any pay period during which the Effective Time occurs.
6. No Liens. LSU and UMCMC expressly agree that nothing contained in this Agreement or referred to in this Agreement is intended to create any mortgage, lien or privilege or any resolatory condition in favor of LSU, all of which are expressly waived and renounced by LSU.

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



Contract Code	DESCRIPTION	AMOUNT	VENDOR	Type	Responsible Party	Comments	Current Status/Done	Date	Response Notes	Letter Received	File #	P.O. #
0.....												
41	MC/LNO Exp 6/30/13 Cell Savers	\$ 58,000.00	3T Medical	Rental/Lease	Supply Chain		Signed Contract Received	6-May	Agreement signed	16-May	45057	100085
73	MC/LNO Renew Avail. FLOOR MATS RENTAL & WEEKLY CLEANING	\$12,545	A-1 SERVICES	Rental/Lease	Supply Chain		Signed Contract Received	10-May	Agreement signed	10-May	45110	100073
115	MC/LNO Exp 6/30/13 PREVENTIVE MAINTENANCE ON ISLAT INSTRUMENTS	\$7,196	ABBOTT LABORATORIES	Medical Maintenance	Supply Chain	Good through 10-1	Needs to be assigned	9-May	Agreement signed	9-May	47045	100126
23	MC/LNO Renew Avail. MAINTENANCE ON STERAD STERILIZER	\$10,362	ADVANCED STERILIZATION	Medical Maintenance	Supply Chain	Keep per Susan Meredith	Sent	9-May	Agreement signed	30-May	45073	100087
24	MC/LNO Exp 6/30/13 MAINTENANCE ON ACCURUS & INFINITI SYSTEMS	\$23,090	ALCON LABORATORIES	Medical Maintenance	Supply Chain	Keep per Susan Meredith	Sent	9-May	Agreement signed	18-Jun	45007	100087
20	Link Ambulance/Transportation	\$13,476	AMED Ambulance	Medical Maintenance	Supply Chain			13-Jun	Agreement signed	13-Jun	No File #	Contract
112	Link Angioscore for cath lab products		Angioscore	Supplies	Supply Chain			8-May	Agreement signed	17-May	308121	Contract
113	MC/LNO Exp 6/30/13 MAINTENANCE ON R/800	\$10,100	AUTOMED TECHNOLOGIES	Medical Maintenance	Supply Chain	Pharm	Signed Contract Received	9-May	Agreement signed	9-May	45016	100223
56	MC/LNO Exp 6/30/13 MAINTENANCE ON PASTRAK EXP	\$13,143	AUTOMED TECHNOLOGIES	Medical Maintenance	Supply Chain	Pharm	Signed Contract Received	9-May	Agreement signed	9-May	45017	100212
25	Link Dialysis Services	\$650,000	Bio-Medical Applications	Prof Svcs	Supply Chain		Sent	14-May	Agreement signed	20-Jun	CFMS 698995	Contract
98	MC/LNO Exp 6/30/13 MAINTENANCE ON ANESTHESIA UNITS	\$24,995	BIOMEDICAL CONCEPTS	Medical Maintenance	Supply Chain	Keep per Susan Meredith	Signed Contract Received	9-May	Agreement signed	14-May	45015	100109
26	MC/LNO Renew Avail. BLAZE COURIER	\$141,038	BLAZE COURIER	Transportation	Supply Chain	lab services	Signed Contract Received	17-May	Agreement signed	23-May	45102	100132
82	MC/LNO Renew Avail. WARRANTY ON LAB ULTRASOUND	\$9,000	BOSTON SCIENTIFIC	Medical Maintenance	Supply Chain	Keep per Susan Meredith	Signed Contract Received	9-May	Agreement signed	10-May	45045	100235
106	From AP Ambulance/Transportatio	\$313,114	CARE AMBULANCE SERVICE INC	Medical Maintenance	Supply Chain	not being used anymore - do not renew	Done					
114	state MAINTENANCE ON GUARDRAILS SOFTWARE	\$85,990	CAREFUSION	Medical Maintenance	Supply Chain	HCSO will issue P.O.	Sent	17-May	HCSO will issue P.O.		45506	HCSO
117	state MAINTENANCE OF SCRUBSTATIONS	\$76,956	CAREFUSION	Medical Maintenance	Supply Chain	HCSO will issue P.O.	Sent	14-May	HCSO will issue P.O.		50136	HCSO
118	MC/LNO Exp 6/30/13 MAINTENANCE OF SCRUBSTATIONS	\$1,176	CAREFUSION	Medical Maintenance	Supply Chain	Laundry	Sent	14-May	Agreement signed	17-Jun	45019	100110
119	MC/LNO Exp 6/30/13 MAINTENANCE SUPPORT FOR THE PARK 4.1	\$1,128	CAREFUSION SOLUTIONS	Medical Maintenance	Supply Chain	Pharm	Sent	13-May	Agreement signed	17-Jun	45026	100104
27	MC/LNO Exp 6/30/13 SUPPORT FEE FOR MEDSTATION DRAWER	\$2,700	CAREFUSION SOLUTIONS	Medical Maintenance	Supply Chain	Pharm	Sent	17-May	Agreement signed	17-Jun	48131	100103
28	MC/LNO Exp 6/30/13 PM SERVICE ON VAG 2 LASER	\$2,160	CARL ZEISS MEDITEC	Medical Maintenance	Supply Chain	Keep per Susan Meredith	Signed Contract Received	10-May	Agreement signed	4-Jun	46757	100124
108	MC/LNO Exp 6/30/13 SERVICE ON SURGICAL MICROSCOPES	\$11,214	CARL ZEISS MEDITEC	Medical Maintenance	Supply Chain	Keep per Susan Meredith	Signed Contract Received	10-May	Agreement signed	4-Jun	45012	100114
109	MC/LNO Renew Avail. TPN - Amino Acid	\$112,500	Central Admixure Pharmacy	Pharmacy	Supply Chain		Sent	7-May	Agreement signed	11-Jun	45415	100092
132	MC/LNO Renew Avail. Amino Acid Mixtures	\$139,200	Central Admixure Pharmacy	Pharmacy	Supply Chain		Sent	7-May	Agreement signed	11-Jun	45307	100106
110	state HARDWARE MAINTENANCE STORAGE SYSTEMS	17687.49	CMA TECHNOLOGY SOLUTIONS	Non-medical maintenance	Supply Chain		Needs to be assigned		Agreement signed	17-Jun	50816	100083
43	MC/LNO Renew Avail. WARRANTY ON MIC	\$5,235	CONTAINMENT TECHNOLOGIES	Pharmacy	Supply Chain		Sent	10-May	Agreement signed	11-Jun	45247	100076
9	MC/LNO Renew Avail. INTERFERON SERVICE (live)	\$54,000	CYRACOM INTERNATIONAL	Services	Supply Chain		Sent	7-May	Agreement signed	20-Jun	45059	100093
30	MC/LNO Exp 6/30/13 SERVICE ON ULTRASOUND MACHINE LOGIOPS	\$1,000	GE HEALTHCARE	Medical Maintenance	Supply Chain	Keep per Susan Meredith	Sent	13-May	Agreement signed	19-Jun	46893	100097
31	MC/LNO Exp 6/30/13 PREVENTIVE MAINTENANCE ULTRASOUND MACHINE	\$2,000	GE HEALTHCARE	Medical Maintenance	Supply Chain	Keep per Susan Meredith	Sent	13-May	Agreement signed	19-Jun	45082	100099
32	MC/LNO Exp 6/30/13 PM ON ULTRASOUND SYSTEMS	\$3,000	GE HEALTHCARE	Medical Maintenance	Supply Chain	Keep per Susan Meredith	Sent	13-May	Agreement signed	19-Jun	45039	100090
138	MC/LNO Exp 6/30/13 MAINTENANCE OF HOIUMUM LASER	\$6,600	GE HEALTHCARE	Medical Maintenance	Supply Chain	Keep per Susan Meredith	Sent	13-May	Agreement signed	19-Jun	45064	100140
136	MC/LNO Exp 6/30/13 MAINTENANCE ON EQUIPMENT	\$586,678	GE MEDICAL SYSTEMS	Medical Maintenance	Supply Chain		Signed Contract Received	13-May	Agreement signed	15-May	50655	100175
137	MC/LNO Exp 6/30/13 AIR FILTERS MONTHLY MAINTENANCE - ADD-ONS	\$683	GJ GAUTHIER & ASSOCIATES	Facilities Maintenance	Supply Chain		Signed Contract Received	10-May	Agreement signed	22-May	45065	100175
47	MC/LNO Renew Avail. AIR FILTERS MONTHLY MAINTENANCE	\$54,747	GJ GAUTHIER & ASSOCIATES	Facilities Maintenance	Supply Chain		Signed Contract Received	10-May	Agreement signed	22-May	45388	100191
102	MC/LNO Renew Avail. SHUTTLE SERVICE	\$647,348	GRACES TRANSPORTATION	Transportation	Supply Chain		Signed Contract Received	6-May	Agreement signed	6-May	45063	100138
50	MC/LNO Renew Avail. Portable Water	\$1,250	Gulf Coast Water and Beverage	Supplies	Supply Chain		Signed Contract Received	9-May	Agreement signed	4-Jun	45519	100138
81	HCSO Mobile Lithotripsy	\$59,325	Gulf South Lithotripsy	Rental/Lease	Supply Chain		Signed Contract Received	6-May	Agreement signed	13-May	46497	100105
48	state DME'S	\$94,200	HANGER PROSTHETICS	Services	Supply Chain		Signed Contract Received	15-May	Agreement signed	15-May	45068	Monthly PO
95	MC/LNO Renew Avail. VALET SERVICE	\$61,272	HEALTHCARE PARKING SYSTEM	Transportation	Supply Chain		Signed Contract Received	6-May	Agreement signed	9-May		100102
10	HCSO RECORD STORAGE		IRON MOUNTAIN	Services	Supply Chain	Met and are waiting for return information	Need PO	Need PO	Agreement signed		DA5511-09	
84	Link Medical records coding	\$20,000	Kforce Healthcare, Inc.	Prof Svcs	Supply Chain		Sent	13-May	Agreement signed		CFMS 718533	Contract
121	MC/LNO Exp 6/30/13 PM'S ON AUTOSTAINER XL	\$2,900	LEICA MICROSYSTEMS	Medical Maintenance	Supply Chain	Path	Returned	10-May	Purchase order completed		45020	100742
133	MC/LNO Exp 6/30/13 PM'S ON COVERSLEPPER	\$4,669	LEICA MICROSYSTEMS	Medical Maintenance	Supply Chain	Path	Returned	10-May	Purchase order completed		45030	100742
99	MC/LNO Renew Avail. TRAUMA REGISTRY	\$688,935	LEXICODE	Services	Supply Chain		Sent	16-May	Agreement signed	21-Jun	45390	100113
89	MC/LNO Renew Avail. Arthroscopic Videoing Services	\$80,000	Univac	Services	Supply Chain		Signed Contract Received	6-May	Agreement signed	13-May	46158	100086
34	MC/LNO Exp 6/30/13 SERVICE ON LIU HEINE TRICOLOR	\$1,967	UNIVENUS	Medical Maintenance	Supply Chain	Keep per Susan Meredith	Sent	10-May	Agreement signed	21-Jun	45003	100089
35	MC/LNO Exp 6/30/13 SERVICE ON NOVUS VARIA LASER SYSTEM	\$8,483	UNIVENUS	Medical Maintenance	Supply Chain	Keep per Susan Meredith	Sent	10-May	Agreement signed	21-Jun	45004	100089
70	MC/LNO Exp 6/30/13 SERVICE ON THE SURGICAL CO2 LASER	\$10,553	UNIVENUS	Medical Maintenance	Supply Chain	Keep per Susan Meredith	Sent	10-May	Agreement signed	21-Jun	45006	100084
36	Link Extracorporeal Perfusion Services		Major Perfusion Services, LLC	Prof Svcs	Supply Chain	From Recap FY12	Signed Contract Received	13-May	Agreement signed	16-May	CFMS 695568	Contract
37	MC/LNO Exp 6/30/13 MAINTENANCE ON HYDRAVISION DR SYSTEM	\$33,300	MALLINCKRODT MEDICAL INC	Medical Maintenance	Supply Chain	Keep per Susan Meredith	Sent	13-May	Followup 6/4	7-Jun	45041	100334
2	MC/LNO Exp 6/30/13 SERVICE CONTRACT BALLOON PUMPS	\$10,000	MAQUET MEDICAL SYSTEMS USA	Medical Maintenance	Supply Chain	Keep per Susan Meredith	Returned	13-May	Agreement signed	15-May	45083	100276
75	MC/LNO Renew Avail. TRANSCRIPTION SERVICES	\$849,025	NCC FINANCIAL SERVICES	Services	Supply Chain		Sent	13-May	Meeting 6/12	15-May	45389	100437
58	State RENTAL OF MAIL ROOM MACHINE	\$8,190	NEOPOST USA	Rental/Lease	Supply Chain		Sent	17-May	Agreement signed	18-Jun	50283	100133

Contract Code	DESCRIPTION	AMOUNT	VENDOR	Type	Responsible Party	Comments	Current Status/Done	Date	Response Notes	Letter Received	File #	P.O. #
111	MC/LNO Exp 6/30/13 PEST CONTROL	\$40,080	ORKIN	Services	Supply Chain		Signed Contract Received	10-May	Agreement signed	4-Jun	45001	100240
60	MC/LNO OXFORD IMMUNOTEC	\$120,000	OXFORD IMMUNOTEC	Pathology	Supply Chain		Sent	6-May	Agreement signed	21-Jun	45013	100236
139	MC/LNO Exp 6/30/13 SERVICE ULTRASOUND MACHINE	\$3,295	PHILIPS MEDICAL SYSTEMS	Medical Maintenance	Supply Chain	Keep per Susan Meredith	Sent	9-May	Agreement signed	15-May	45061	100236
16	MC/LNO Exp 6/30/13 MAINTENANCE ON EQUIPMENT	\$945,643	PHILIPS MEDICAL SYSTEMS	Medical Maintenance	Supply Chain		Signed Contract Received	13-May	Agreement signed	15-May	45072	100192
49	MC/LNO Renew Avail Spinal Cord Monitoring	\$270,000	Pronova Physiom	Services	Supply Chain		Sent	6-May	Agreement signed	13-Jun	46387	100377
77	MC/LNO Renew Avail COURIER SERVICE BETWEEN DEPARTMENTS	\$137,490	QCS LOGISTICS	Transportation	Supply Chain		Signed Contract Received	7-May	Agreement signed	7-May	45119	100383
122	MC/LNO Exp 6/30/13 INSTRUMENT RENTAL	\$9,084	QIAGEN	Rental/Lease	Supply Chain		Sent	13-May	Price increase	11-Jun	45175	100418
91	MC/LNO Exp 6/30/13 MAINTENANCE ON QIASMPHONY	\$7,841	QIAGEN	Medical Maintenance	Supply Chain	Path	Sent	13-May		11-Jun	45184	100446
123	From AP Ambulance/Transportation	\$60,591	RESPONSE SYSTEMS LLC	Services	Supply Chain	No longer needed	Done					
124	MC/LNO Renew Avail WARRANTY ON EMBEDDING STATIONS	\$5,000	RICHARD ALLAN SCIENTIFIC	Medical Maintenance	Supply Chain	Path	Signed Contract Received	10-May	Agreement signed	10-May	45032	100232
125	MC/LNO Renew Avail WARRANTY ON THE CRYOSTAT	\$10,741	RICHARD ALLAN SCIENTIFIC	Medical Maintenance	Supply Chain	Path	Signed Contract Received	10-May	Agreement signed	10-May	45031	100374
78	MC/LNO Renew Avail WARRANTY ON TISSUE PROCESSOR	\$13,800	RICHARD ALLAN SCIENTIFIC	Medical Maintenance	Supply Chain	Path	Signed Contract Received	10-May	Agreement signed	10-May	45033	100332
92	State Drug Testing		RN Expertise	Services	Supply Chain		Supply Chain	13-Jun	Agreement signed	13-Jun	No File #	Contract
72	Amerinet LEASE PAYMENT FOR EQUIPMENT WITH SERVICE	\$29,123	Sebia	Rental/Lease	Supply Chain		Done					101446
42	MC/LNO Exp 6/30/13 PREVENTIVE MAINTENANCE ULTRASOUND SEQUOIA	\$1,140	SIEMENS MEDICAL SOLUTIONS	Medical Maintenance	Supply Chain	No action needed	Needs to be assigned	6-May	Assign ltr sent 6/12	6-Jun	51729	No PO reqd
127	MC/LNO Renew Avail 175 PARKING SPACES	\$106,680	SMG AS MANAGER SUPERDOME	Rental/Lease	Supply Chain		Signed Contract Received	6-May	Agreement signed	6-Jun	45067	100077
4	MC/LNO Renew Avail Warmer Drapes	\$89,443	Specialty Medical	Supplies	Supply Chain		Sent	6-May	DO NOT RENEW		50216	
5	MC/LNO Renew Avail EXTENDED WARRANTY ON ENSITE VELOCITY SYSTEM	\$39,500	ST JUDE MEDICAL	Medical Maintenance	Supply Chain	Good through 12/31	Needs to be assigned			17-Jun	50216	100158
6	MC/LNO Exp 6/30/13 EXTENDED WARRANTY ON 4085 TABLE	\$876	STERIS CORPORATION	Medical Maintenance	Supply Chain	OK	Signed Contract Received	14-May	Agreement signed	21-May	45176	100158
39	MC/LNO Exp 6/30/13 PREVENTIVE MAINTENANCE OF SURGICAL LIGHTS	\$3,375	STERIS CORPORATION	Medical Maintenance	Supply Chain	OK	Signed Contract Received	14-May	Agreement signed	21-May	46999	100229
93	MC/LNO Exp 6/30/13 MAINTENANCE ON STERILIZERS & OR TABLES	\$97,431	STERIS CORPORATION	Medical Maintenance	Supply Chain	Keep per Susan Meredith	Signed Contract Received	14-May	Agreement signed	21-May	45021	100293
128	State SERVICE ON STRIKER NAVIGATION SYSTEM	\$54,840	STRIKER INSTRUMENTS	Medical Maintenance	Supply Chain	Keep per Susan Meredith	Signed Contract Received	9-May	Agreement signed	10-May	45062	100162
40	MC/LNO Renew Avail LAWN MOWING	\$37,850	TASK FORCE	Services	Supply Chain		Sent	4-Jun			45002	100384
51	MC/LNO Exp 6/30/13 PAM ON FREEDOM EVO INSTRUMENT	\$8,564	TECAN	Medical Maintenance	Supply Chain	Good through 12/6	Needs to be assigned	10-May	Assign ltr sent 6/10	10-Jun	50039	100271
129	MC/LNO Renew Avail SERVICE HEART LUNG SYSTEM	\$19,332	TERUMO	Medical Maintenance	Supply Chain	Keep per Susan Meredith	Signed Contract Received	13-May	Agreement signed	20-May	45036	100271
130	From AP Medical Supply - Blood	\$2,784,433	THE BLOOD CENTER OF SOUTHEAST	Services	Supply Chain		Signed Contract Received	6-May	Agreement signed	7-May	51102	Contract
7	MC/LNO Renew Avail TMI Arthroscopy	\$12,207	THEM	Medical Maintenance	Supply Chain		Signed Contract Received	8-May	Agreement signed	14-May	49584	100277
131	MC/LNO Exp 6/30/13 SUPPORT FOR ARIA TLX2	\$107,688	THERMO ELECTRON NORTH AM	Medical Maintenance	Supply Chain	Path	Sent	10-May	Followup 6/6	8-Jul	45079	100424
53	MC/LNO TRASH REMOVAL	\$186,161	WASTE PRO OF LOUISIANA	Services	Supply Chain		Signed Contract Received	4-Jun	Agreement signed	5-Jun	45118	100220
101	State XEROX RENTAL	\$226,531	XEROX	Copiers	Supply Chain		Waiting for Xerox Response	22-May	Vendor is drafting new agreement (9/6/13)		VARIOUS	