

**COOPERATIVE ENDEAVOR AGREEMENT**

**BY AND AMONG**

**UNIVERSITY HOSPITAL & CLINICS, INC.;**

**LAFAYETTE GENERAL HEALTH SYSTEM, INC.;**

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

**THE LOUISIANA DIVISION OF ADMINISTRATION;**

**THE LOUISIANA DEPARTMENT OF HEALTH & HOSPITALS;**

**AND**

**THE STATE OF LOUISIANA  
THROUGH THE DIVISION OF ADMINISTRATION**

**DATED MAY 17, 2013**

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## COOPERATIVE ENDEAVOR AGREEMENT

**THIS COOPERATIVE ENDEAVOR AGREEMENT** ("CEA" or "Agreement") is made and entered into this 17th day of May, 2013 ("Effective Date"), by and among Lafayette General Health System, Inc., a Louisiana nonprofit corporation ("LGHS"), University Hospital & Clinics, Inc., a Louisiana nonprofit corporation ("UHC"), Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU"), the Louisiana Division of Administration, acting through the Commissioner ("DOA"), and the State of Louisiana, through the Division of Administration (the "State"). The Louisiana Department of Health and Hospitals, acting through the Secretary ("DHH") joins in execution of this Agreement solely for purposes of consenting and agreeing to the terms set forth in Article VII, Article X, Article XVII, and Sections 13.1 and 13.2. LGHS, UHC, LSU, DOA, the State, and DHH are referred to together as the "Parties," and each, a "Party." Capitalized terms shall have the meanings set forth on Appendix 1.

### RECITALS

WHEREAS, the State of Louisiana, through public and private educational institutions, facilities and health providers, has long endeavored to create and maintain a system of medical education and training of the highest quality while also providing the highest quality of health care services to all citizens of the State;

WHEREAS, it is a collective goal of the Parties to enhance the stability and competitiveness of Louisiana's medical education and training programs so that Louisiana is positioned to continue to attract the most talented faculty, students, residents and other medical professionals;

WHEREAS, a highly competitive academic and training environment furthers the additional goal of the Parties to leverage the research capabilities of the State's public and private educational institutions, facilities and health providers;

WHEREAS, sustainable partnerships among health providers and LSU are necessary to optimize the medical training resources available in the State and to ensure that sufficient numbers of qualified health care professionals exist to address the current and future healthcare needs of the State;

WHEREAS, the State has traditionally relied on a state-wide public hospital system, most recently owned and operated by LSU pursuant to constitutional and statutory authority, to (i) provide health care to the State's uninsured and high-risk Medicaid populations, as well as inmate care, and (ii) serve as the primary training sites for LSU's medical education programs;

WHEREAS, the state-wide public hospital system is financially unsustainable, compromising LSU's and the State's ability to provide medical education opportunities, a full range of clinical services to all Louisiana citizens, including the uninsured and Medicaid high-risk populations, and promote clinical research and other advances in health care;

WHEREAS, the State's health care reform effort has focused on ways to remodel the delivery of care through partnerships and cooperative efforts between the public and private sectors;

WHEREAS, LSU owns the hospital building and related facilities (the "Facility") in which LSU operates the hospital known as University Medical Center in Lafayette, Louisiana, having a Medicare Provider Number 190006 (the "Hospital");

WHEREAS, the mission of the Hospital is to serve the community, the State, and the region, and its public and private academic institutions, as a site for graduate medical education

to enrich the State's health care workforce, committed to the State's historical mission of providing care to the State's vulnerable populations, in which all Parties are aligned in their focus on key clinical service lines as the means to provide the patient-centered, data-driven, evidence-based health care required for a sustainable business model in the twenty-first century as the State and country undergo health care reform;

WHEREAS, LGHS has extensive experience in nonprofit hospital operations and finances, has ongoing academic relationships with LSU, and is committed to the charitable clinical, teaching, and research missions in the communities it serves;

WHEREAS, LGHS is the sole member of UHC and is committed to capitalizing and funding UHC's operations as provided in this Agreement;

WHEREAS, to maintain the viability of Hospital operations, its current range of patient care services and programs, and protect and enhance the Hospital's vital role in the community, the Parties desire to immediately bring LGHS's financial, operational, and relationship and other expertise and resources to the Hospital for the mutual benefit of the State and LSU by entering into a series of transactions in which (i) UHC will assume responsibility for Hospital operations in accordance with and subject *to* the terms and conditions of this CEA, (ii) LSU will lease to UHC the Facility and all furniture, fixtures and equipment used in connection with Hospital operations; (iii) UHC will purchase from LSU consumable inventory necessary for the continued operations of the Hospital; (iv) UHC and LGHS will commit to support LSU's academic, clinical, and research missions in accordance with this CEA (collectively, the "Contemplated Transactions");

WHEREAS, among other things, this CEA and the Contemplated Transactions will \_\_\_\_\_ afford LGHS and its Affiliates the opportunity to extend their management abilities and mission

to additional hospital facilities serving the Lafayette, Evangeline, Acadia, St. Landry, Jefferson Davis, Vermilion, Iberia, St. Mary, and St. Martin Parishes (collectively, the "Greater Acadiana Region"), access and support a robust clinic infrastructure, create innovative health care delivery systems (such as accountable care organizations), and facilitate greater clinical integration across a broader base of providers in the Greater Acadiana Region, all of which will serve to expand and diversify the LGHS system to better serve its patient population and the patient population of the Greater Acadiana Region;

WHEREAS, among other things, this CEA and the Contemplated Transactions will: (i) stabilize and enhance the medical education and training experiences and opportunities available to LSU students and residents, as well as students and residents of other educational institutions; (ii) optimize the training resources to build the State's health care workforce and further the health care enterprise in the State; (iii) based on available and reasonable means of financing, provide better access to a full range of clinical care services to the uninsured and high risk Medicaid populations; (iv) attract private and publicly financed third-party payments in order to compete in the health care marketplace; and (v) promote better health care for Louisiana citizens through an evidence-based, outcomes-driven, integrated delivery system focused on high quality, cost-effective health care;

WHEREAS, LGHS is willing and desires to provide, either directly or through its Affiliate, UHC or other Affiliates, the financial resources, operational expertise, and other necessary resources, and to take steps to ensure that the Hospital continues to: (i) serve as a safety-net hospital and play a central role in providing healthcare services to the uninsured and high-risk Medicaid populations; (ii) provide the State, whether through UHC or another LGHS Affiliate, services that might not otherwise be available in the community; (iii) preserve the

quality of medical education in the State through medical training partnerships and academic affiliations with LSU; and (iv) prevent the major reductions currently contemplated for the Hospital and their devastating effects on LSU's academic programs in the health sciences and patient access to clinical care;

WHEREAS, Hospital is a Major Teaching Hospital in the State of Louisiana, housing at least 82.18 graduate medical education positions (also referred to herein as "Residency Positions"), and is currently the primary site at which LSU provides medical care to patients in the Greater Acadiana Region as required by Louisiana law;

WHEREAS, CMS provides, pursuant to the rules at 42 C.F.R. §§ 413.75 - 413.79 and 42 C.F.R. § 412.105, for direct graduate medical education ("DGME") payments and indirect medical education ("IME") reimbursement, to compensate Hospital for certain costs associated with the Residency Positions at Hospital;

WHEREAS, those DGME and IME payment rules establish "caps" on the number of residency positions that are reimbursable but allow the caps (the "Residency Caps") to be shared among and/or affiliated to other hospitals under certain circumstances;

WHEREAS, in order for LSU to continue to effectively provide the LSU GME Programs, LSU desires to transfer certain Residency Caps to UHC and/or its Affiliate, Lafayette General Medical Center ("LGMC");

WHEREAS, the Parties recognize that UHC's ownership of the operations and management of the Hospital will include the commitment and the assumption of significant financial and operational investments by UHC and its Affiliates, and UHC and its Affiliates desire to assure sustainable reimbursement levels commensurate with such investments;

WHEREAS, it will be necessary for the Hospital to be operated in a manner consistent with the best practices of private, non-profit institutions, and it must function responsibly as an independent entity;

WHEREAS, the Parties recognize the importance of and desire to ensure the continued provision of charitable care at the Hospital to the extent it is funded by DHH or otherwise required by law;

WHEREAS, the State, through DOA and DHH, will exercise best efforts to fund the cost of the services provided to the uninsured, subject to funding by the State Legislature, which they will take reasonable steps to obtain;

WHEREAS, the Louisiana Constitution in Article VII, Section 14, permits the State and its political subdivisions or political corporations to engage in cooperative endeavors with any public or private association, corporation, or individual;

WHEREAS, the Parties desire to enter into this CEA, as well as related agreements, to facilitate and advance the goals recited herein;

WHEREAS, in addition to this CEA and the Exhibits hereto, LSU and UHC will enter into a Master Collaborative Agreement (the "MCA") to address ancillary matters related to the Contemplated Transactions;

WHEREAS, the Parties recognize this CEA shall be subject to presentation and review by, and any required approval of, the Louisiana Legislature's Joint Legislative Committee on the Budget in accordance with law;

WHEREAS, the Parties intend the Contemplated Transactions will reduce the need for State General Funds expenditures below those previously contemplated;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I.**  
**STATEMENT OF PUBLIC PURPOSE**

Section 1.1 Public Purpose. In accordance with Article 7, Section 14 of the Constitution of the State of Louisiana, the Parties enter into this CEA for the public purpose of creating an integrated health care delivery system in which the Parties continuously work in collaboration and are committed and aligned in their actions and activities, in accordance with a sustainable business model, to serve the State and its citizens: (i) as a site for GME, capable of competing in the health care marketplace, with the goal of enriching the State's health care workforce and their training experience; (ii) in fulfilling the State's historical mission of assuring access to Safety Net Services to all citizens of the State, including its Medically Indigent, high risk Medicaid and prisoner populations; and (iii) by focusing on and supporting the Core Services and Key Service Lines necessary to assure high quality medical education training and access to Safety Net Services.

Section 1.2 Monitoring. LSU shall designate an individual (the "Contract Monitor") to be responsible for monitoring compliance with this Agreement in accordance with Executive Order BJ-08-29. The Contract Monitor shall implement a plan that includes regular data collection, review, and reporting, consistent with the terms of this Agreement, which will provide for accountability to the public purpose as set forth in this Article I. The Contract Monitor shall regularly report such findings to the LSU Vice President for Health Care.

**ARTICLE II.**  
**MEDICAL EDUCATION AND RESEARCH SUPPORT**

Section 2.1 Academic Affiliation with LSU. Recognizing the special character of a teaching hospital, including the vital role the Hospital plays in medical education, research, and patient care, and the vital role LSU plays and will play in the Hospital's viability, and the interdependence between the Hospital and LSU, UHC and LSU will enter into an Academic Affiliation Agreement ("AAA") that sets forth the terms and conditions upon which UHC and LSU specifically agree and will collaborate to strengthen LSU, the Hospital, and their respective programs. The AAA will provide that (i) LSU maintains ultimate authority over its academic programs, policies, and procedures as they directly relate to the LSU faculty, residents, and students, and (ii) UHC maintains ultimate authority over the business, management, policies, operations, and assets of the Hospital.

(a) Academic Autonomy. Subject to the terms of the AAA, LSU will retain discretion to determine how to develop and where to place its research and education programs, including their clinical components. The LSU Board, administration, and various academic deans will retain authority over educational policy, curriculum design, educational program leadership, research policy, academic appointments, and all other academic policy matters. The AAA shall not impinge on LSU's academic integrity and independence; provided, however, that the AAA shall provide that UHC, LGHS, or LGMC, as applicable, reserve the right to require LSU to withdraw or remove LSU faculty or students from the Hospital or LGMC if, in the reasonable determination of UHC, LGHS, or LGMC, as applicable, the LSU faculty or student: (i) fails to act in a professional manner; (ii) displays conduct that is disruptive, unprofessional, or harassing, including, but not limited to, conduct which is sexual in content or orientation; (iii)

practices in a manner that interferes with the orderly and efficient rendering of services by UHC or LGMC or by other practitioners of UHC or LGMC; (iv) fails to work cooperatively with others at UHC or LGMC; (v) fails to conform to the applicable policies, guidelines, and regulations of UHC or LGMC; or (vi) any other events set forth in the AAA.

(b) Research Support. The AAA will address a method for determining Hospital support for LSU's research activities, including, without limitation, infrastructure support for funded research grants, access to data, Institutional Review Board (IRB) support, and, potentially, upon agreement of UHC or LGMC, Hospital funding of LSU faculty research.

(c) Intellectual Property. The AAA will include provisions to address the ownership and use of intellectual property between UHC and LSU.

(d) Residency Positions. LSU shall take such actions necessary to dedicate a minimum of 82.18 full-time equivalent residency positions (the "Collaborative Residency Positions") to be affiliated with UHC or LGMC and will allocate not less than 65.14 full-time equivalent Residency Caps with such Collaborative Residency Positions. From the pool of Collaborative Residency Positions and Residency Caps affiliated to UHC or LGMC as set forth in the preceding sentence, LSU shall assign a sufficient number of Collaborative Residency Positions to LGMC in the LSU GME Programs identified on Schedule 2.1 to enable LGMC to achieve and maintain status as a Major Teaching Hospital and a corresponding number of Residency Caps shall be allocated to LGMC. LSU shall take the actions necessary to cause the Residency Caps associated with the Collaborative Residency Positions to be assigned or transferred, as applicable, to UHC

and/or LGMC such that UHC and/or LGMC, as applicable, will be entitled to Medicare DGME and IME payments for such Collaborative Residency Positions, as more specifically agreed upon in the AAA. The Parties will use their best efforts to collaboratively develop and grow the LSU GME Programs to result in nationally recognized GME Programs and a center of excellence for clinical education of residents and fellows. Subject to the other terms and conditions of this Agreement, LSU will transfer or assign the Residency Caps and Collaborative Residency Positions to UHC and/or LGMC no later than the GME Program Start Date.

**ARTICLE III.**  
**COMMITMENTS TO PATIENT CARE**

Section 3.1 Care for the Medically Indigent and Uninsured. Recognizing (i) the State's historical commitment to providing free or reduced cost health care to the uninsured and Medically Indigent populations, and (ii) LSU's mission of providing access to high quality medical care for all patients, including the Medically Indigent and uninsured populations, within available financing and approved budgets, and (iii) the need to support LSU's education and training mission, UHC agrees, subject to its receipt of the Required Funding as provided in Article VII, to provide free or reduced cost health care to Medically Indigent and uninsured patients of the Hospital in accordance with a charity care policy that is consistent in all material respects with LSU Policy Number 2525-11 attached as Exhibit 3.1, the current policy for determining eligibility for free or reduced cost health care services at the Hospital, which shall not be amended without the mutual agreement of the Parties.

Section 3.2 Care for High-Risk Medicaid Patients. Recognizing LSU's traditional role as a high-volume provider of health care services to patients covered by Medicaid, particularly medically complex and otherwise high-risk Medicaid patients, UHC and LSU will assure that the

Core Services and Key Services Lines as described in this Article III are available to high-risk Medicaid patients in accordance with the terms of this CEA.

Section 3.3 Department of Corrections. Subject to its receipt of reasonable and appropriate cost reimbursement and establishment of the terms of an agreement with the Louisiana Department of Corrections (“DOC”), UHC, with the support of LSU, will provide medically necessary health care to the patients in the custody of DOC and housed in the Greater Acadiana Region. In the event UHC does not receive reasonable and appropriate cost reimbursement, it may suspend the provision of health care services to DOC patients, and the State shall arrange for alternative sources of medically necessary health care until such time as reasonable and appropriate cost reimbursement is provided to UHC for such medically necessary services. Suspension of care to DOC patients due to lack of reasonable and appropriate cost reimbursement for such services shall not constitute a violation of this CEA. UHC will use commercially reasonable efforts to provide that telemedicine capability is available to LSU in accordance with Section 3.6 for use in providing cost-effective, medically necessary health care to DOC patients.

Section 3.4 Core Services. The Parties acknowledge and agree that the services identified in Exhibit 3.4 are core safety net services (“Core Services”) currently being provided to the Greater Acadiana Region through the Hospital, and that UHC will continue to provide the Core Services through the Hospital on and after the Commencement Date, subject to the terms of this CEA, including receipt of the Required Funding. Except for reasons of (i) UHC’s inability to reasonably obtain qualified professional staff through LSU or other resources, or (ii) a lack of Required Funding, UHC will not unilaterally discontinue any Core Service currently provided at or through the Hospital. Notwithstanding the foregoing, the Core Services may be amended in

the future to add or delete a Core Service by mutual agreement of LSU and UHC based on community need, patient access, cost, available resources, and other relevant considerations.

Section 3.5 Key Service Lines. The parties acknowledge and agree that the clinical service lines identified in Exhibit 3.5 ("Key Service Lines") are critical not only to comprehensive patient care, but also to the Hospital's mission of providing robust medical education and clinical research experiences. LSU and UHC agree that, subject to UHC's receipt of the Required Funding, the Hospital will offer a baseline of services in the Key Service Lines at least at the level and scope provided at the Facility on the Commencement Date as agreed upon by UHC and LSU ("Key Service Baseline"), and UHC will work collaboratively with LSU to grow the Key Service Lines above the Key Service Baseline, provided there is funding and/or a financially sustainable payer mix sufficient to support such growth. UHC will not eliminate or substantially reduce a Key Service Line below the Key Service Baseline without first consulting LSU and engaging in the Collaborative Process, taking into account medical education needs, services available at other LGHS facilities, community needs, and other relevant factors.

Section 3.6 Telemedicine. UHC will maintain the infrastructure, such as nursing support, space, and scheduling, of telemedicine services provided at the Facility in order to continue providing cost-effective care to DOC patients as provided in Section 3.3, as well as other patients in remote locations, and will take reasonable steps to sustain and improve the Hospital's telemedicine program. LSU will provide the physician support, and UHC, subject to receipt of the Required Funding, will provide the infrastructure support, necessary to maintain the Hospital's telemedicine program at least at the level provided as of the Commencement Date. LSU and UHC will collaborate to grow the Hospital's telemedicine program, provided that a

sustainable business model can be created and subject to UHC's receipt of the Required Funding, to serve patients in remote locations.

Section 3.7 Closure; Reduction of Services. Except as otherwise provided in this Agreement, UHC will not close the Hospital or the Hospital's emergency room unless such closure is approved by the Louisiana Legislature. UHC will not reduce health care services provided by the Hospital in any manner which (i) would cause the Hospital's expenditures to be reduced on an annualized basis by greater than thirty-five percent (35%) of the previous fiscal year actual spending level; or (ii) if UHC reduces services at the Hospital by greater than fifteen percent (15%) in any one year, subject to its receipt of the Required Funding, UHC will not reduce services at the Hospital by more than fifteen percent (15%) in any year for the next three (3) years unless such reduction is approved by the Louisiana Legislature.

#### **ARTICLE IV.** **FACILITIES AND EQUIPMENT**

Section 4.1 UHC Lease of Facility. Contemporaneous with and subject to the terms and conditions of this CEA, LSU and UHC shall enter into that certain Master Hospital Lease Agreement ("Master Hospital Lease"), attached as Exhibit 4.1(a), and a sublease agreement (the "Sublease"), attached as Exhibit 4.1(b). Under the Master Hospital Lease, LSU agrees to take all the necessary actions required to transfer possession of the Facility to UHC. The Master Hospital Lease shall include all property set forth in the Master Hospital Lease (the "Leased Premises"), including all furniture, fixtures, and equipment contained in the Leased Premises, but it shall not include any liens, claims, security interests, charges, privileges, pledges, mortgages, deeds of trust, or encumbrances, except as may be further described in the Master Hospital Lease. Without limiting the foregoing, the Master Hospital Lease will also provide for the following:

- (a) Rental Payments. The rental payments paid by UHC for the Facility ("Rent") will represent fair market value.
- (b) LGHS Guarantee. Payment of Rent by UHC to LSU will be guaranteed by LGHS.
- (c) Master Hospital Lease Term, Renewal Options. There shall be a term of ten (10) years with options for UHC to renew the term.

**ARTICLE V.**  
**CONSUMABLES AND INVENTORY**

Section 5.1 Purchase of Inventory. All usable inventories of supplies, drugs, food, and other disposables that are necessary for the operation of the Hospital and that are on hand at the Facility as of the Commencement Date will be transferred to UHC for fair market value pursuant to the terms and conditions set forth in the Master Collaborative Agreement.

**ARTICLE VI.**  
**HOSPITAL EMPLOYEES**

Section 6.1 Employee Matters.

- (a) Termination of Employment by LSU. Subsequent to the execution of this CEA by all Parties, LSU will file a layoff plan (the "Layoff Plan") with the Louisiana Civil Service Commission that will provide for LSU's Hospital employees ("LSU Personnel") to be laid off as LSU employees, subject to the approval of the Civil Service Commission, as of 11:59:59 p.m. on the day before the Commencement Date.
- (b) Offers of Employment. All LSU Personnel may apply to UHC for employment, and UHC may, in its discretion, offer employment to LSU Personnel. At any time prior to the Commencement Date, UHC may communicate with any of the LSU Personnel currently employed in the operation of the Hospital to the extent necessary to

allow LSU Personnel to apply for employment, to offer employment, and to otherwise reasonably permit UHC to satisfy its obligations under this Section. LSU shall further permit UHC to access and communicate with any and all LSU Personnel regarding the continued operations of the Hospital as necessary and in order to ensure an effective transition of operations of the Hospital to UHC.

(c) UHC Terms and Conditions of Employment. All LSU Personnel offered employment by UHC shall be hired for job classifications and job descriptions established by UHC and in accordance with pay scales and compensation amounts established by UHC, and shall be employed subject to terms and conditions established by UHC.

(d) Employee Assistance. Following the extension of any offers by UHC to LSU Personnel, but prior to the Commencement Date, LSU shall arrange for the Louisiana Workforce Commission (“LWC”) to host a job fair at the Facility. UHC, as well as other public and private sector employers, may conduct on-site interviews at the job fair. LSU may arrange for Louisiana Rehabilitation Services within the LWC to participate in the job fair and provide individual assistance and guidance to employees in response to the implications of an impending layoff. Other agencies or entities that may participate in the job fair include (i) the LaChip program within DHH to inform and offer assistance and services to LSU Personnel that may qualify; (ii) the Louisiana State Employees Retirement System; and (iii) banking institutions and credit unions. LSU will provide LSU Personnel with a “Frequently Asked Questions” document regarding the civil service process, retirement benefits and health benefits. UHC shall establish a reasonable means through which LSU Personnel may apply for positions at UHC.

(e) LSU Wages, Other Compensation, and Employee Benefits. LSU shall retain all liabilities and obligations in respect of past, present, and future employees of LSU, including but not limited to LSU Personnel, for wages and other compensation under any LSU Benefit Plans and under applicable Laws. Without limiting the generality of the foregoing, UHC shall have no liability or obligation whatsoever under any LSU Benefit Plans and/or for any wages and other compensation that may be due to LSU Personnel including any past, present and future employees of LSU.

(f) Employee Information. Subject to applicable legal restrictions, UHC and LSU shall provide each other, in a timely manner, with any information which the other may reasonably request with respect to (i) any LSU Personnel or, after the Commencement Date, any Person employed by UHC who formerly was an employee of LSU, (ii) his or her employment with and compensation from LSU or UHC, or (iii) rights or benefits under any employee plan or any personnel policy of LSU.

## **ARTICLE VII. REQUIRED FUNDING**

### Section 7.1 Required Program Funding.

(a) Ongoing Funding. The State, through DHH, shall pay to UHC or LGMC the total funding obligations for each State fiscal year (the "Required Funding" or "Required Program Funding"), as adjusted each year and as more fully set forth in the worksheets attached hereto as Exhibit 7.1(a)(i) (the "Required Funding Worksheet"), Exhibit 7.1(a)(ii) (the "Efficiency Bonus Worksheet"), and Exhibit 7.1(a)(iii) (the "Maximum Funding Worksheet").

The methodology for determining the amounts due under the Required Funding Worksheet shall be as set forth in subsection (b) below. Notwithstanding the foregoing,

the aggregate amounts paid during a State fiscal Year shall not exceed the maximum funding commitment calculated pursuant to the Maximum Funding Worksheet for such State fiscal year. If DHH, LGHS, UHC and LSU implement any coordinated care network or other managed care payment arrangement, such arrangement shall provide that LGHS and UHC will receive the Required Funding as described in this Agreement for the goods, services and actions provided by or through LGHS and UHC as part of such managed care payment arrangement.

So long as the assumptions of DHH and LGHS in determining the Required Funding, including utilization, payor sources and anticipated patient volume, remain the same, LGHS and DHH will continue to use the Required Funding in determining the amounts to be paid to UHC and LGMC for services provided under this Agreement. If such assumptions change, LGHS or DHH may request that the Required Funding be modified. In that case, such Party will provide the other Party and LSU with written notice (a "Funding Adjustment Notice") of such request, which notice shall include an explanation of why such party has determined the Required Funding is not applicable and describe the adjustments to the methodology it proposes. DHH and LGHS shall engage in good faith negotiations for a period of fifteen (15) Business Days in an attempt to agree on any proposed adjustments of the Required Funding. If DHH and LGHS agree on the adjustments to the Required Funding, such adjusted funding shall constitute the Required Funding. If DHH and LGHS do not agree on any proposed adjustments to the Required Funding within such fifteen (15) Business Day period, either of DHH or LGHS will be entitled to immediately provide a notice of termination to the other Parties, in which case this Agreement will automatically terminate, subject to the Wind Down Period, which

shall be eighteen months if the Agreement is terminated pursuant to this Section. During the remainder of the Term, the methodology and rules for the Required Funding in place immediately before the Funding Adjustment Notice shall continue to apply.

(b) Methodology for Determining UHC UCC and Medicaid Payments. The costs incurred by UHC for the provision of health care services to the Hospital's Medicaid and self-pay / uninsured patients in a given State fiscal year is referred to herein as the "UHC UCC." With respect to determining the UHC UCC, LGHS and the DHH agree the Required Funding Worksheet set forth on Exhibit 7.1(a)(i) demonstrates an agreed application of accounting rules and cost calculations in determining the UHC UCC, which calculations are based on estimates, payment sources and cost reporting rules existing on the Effective Date. So long as the assumptions, payment sources, and cost reporting rules of the Required Funding Worksheet remain the same, LGHS and DHH will continue to use the Required Funding Worksheet in determining the UHC UCC for the period in question. LGHS or DHH may request that the methodology for determining UHC UCC be modified. In that case, such Party will provide the other Party and LSU with written notice (a "Methodology Adjustment Notice") of such request, which notice shall include an explanation of why such Party has determined the Required Funding Worksheet is not applicable and describe the adjustments to the methodology it proposes. DHH and LGHS shall engage in good faith negotiations for a period of fifteen (15) Business Days in an attempt to agree on any proposed adjustments of the methodology. If DHH and LGHS agree on the adjustments to the methodology, such adjusted methodology shall constitute the Required Funding Worksheet and shall apply in determining the Required Funding. If DHH and LGHS do not agree on any proposed

adjustments to the methodology within such fifteen (15) Business Day period, either of DHH or LGHS will be entitled to immediately provide a notice of nonrenewal of the Term to the other party and to LSU, in which case this Agreement will automatically terminate upon the expiration of the then-applicable Term without any further renewals, subject to the Wind Down Period set forth in Section 14.9. During the remainder of the Term the UHC UCC shall be determined and paid in accordance with the Required Funding Worksheet in place immediately before the Methodology Adjustment Notice.

(c) Efficiency Bonus. The Parties further acknowledge and agree that expense management of Hospital is critical to the efficient and effective delivery of services to the patients at Hospital, as well as to enhance the long-term financial viability of Hospital and LGHS. Therefore, in order to provide for an appropriate incentive to LGHS to effectively manage expenses at Hospital, the Parties agree that as expenses are reduced and thus State General Fund ("SGF") savings are realized, DHH shall make additional supplemental payments to LGMC (the "Efficiency Bonus") in accordance with the methodologies and subject to the limitations set forth on the Required Funding Worksheet and Efficiency Bonus Worksheet, provided, that in no event will the Efficiency Bonus for a State fiscal year exceed the Bonus Cap.

(d) Payment Methodology. DHH shall satisfy its annual funding obligations under this Agreement by making the payments set forth in the Required Funding Worksheet and Efficiency Bonus Worksheet as follows:

(i) Medicaid outpatient and inpatient per diem rates equal to those of similarly situated institutions in the "peer group" for services provided at UHC;

(ii) Uncompensated care payments to UHC during such State fiscal year equal to the difference between UHC UCC and the payments made for such State fiscal year under Section 7.1(d)(i) above; and

(iii) A supplemental payment to LGMC in accordance with line seventeen (17) of the Required Funding Worksheet; and

(iv) A supplemental payment to LGMC in an amount equal to the payment required by Section 7.1(c).

(e) Payment Timing.

(i) Payments pursuant to Section 7.1(d)(i) shall be made in DHH's normal course of paying Medicaid claims for UHC.

(ii) Payments pursuant to Section 7.1(d)(ii) shall be made as follows: 80% of the estimated amount under that Section for the then current State fiscal year shall be paid no later than October 15, and 20% of the estimated amount under that Section for the then current State fiscal year shall be paid no later than the following April 1, with actual amounts reconciled upon completion and filing of UHC's cost report for such State fiscal year, with any amount due by DHH or due from UHC paid within thirty (30) calendar days after filing of such cost report.

(iii) Payments pursuant to Section 7.1(d)(iii) for each State fiscal year shall be paid by DHH on August 1st of such State fiscal year.

(iv) Payments pursuant to Section 7.1(d)(iv) for each State fiscal year shall be paid by DHH within thirty (30) calendar days of the completion and filing of the cost report for the year with respect to which the Efficiency Bonus relates.

Section 7.2 Disputes Regarding Cost Calculations; Notice and Review.

Notwithstanding the payment of any portion of the Required Funding to be paid pursuant to Section 7.1(e)(ii), the parties agree and acknowledge that such payments made will be reconciled with actual costs for the period with respect to which such payments relate. Any overpayment or underpayment of such actual costs will be paid to or refunded by the appropriate party as the case may be, within thirty (30) days of a final reconciliation. If DHH disagrees with the costs submitted by UHC for payments due under Section 7.1(d)(ii), DHH shall prepare its calculations of the Required Funding (the "DHH Funding Calculations") and provide a copy of such calculations to LSU and LGHS. LGHS will have fifteen (15) Business Days to review the DHH Funding Calculations. If LGHS disagrees with the DHH Funding Calculations, it shall provide written notice to DHH and LSU of its objection within three (3) Business Days of the end of the fifteen (15) Business Day review period, which notice shall include a copy of LGHS's calculations of the Required Funding (the "LGHS Funding Calculations"). If LGHS agrees with the DHH Funding Calculations, the DHH Funding Calculations shall constitute the UHC UCC for the period in question.

(a) Good Faith Negotiations. If LGHS timely delivers its notice of objection as provided in Section 7.2 above, LGHS and DHH will diligently work in good faith for a period of fifteen (15) Business Days to resolve the disputed amounts in the DHH Funding Calculations and the LGHS Funding Calculations. Final determination of acceptable solutions pursuant to such good faith negotiations, if any, will reside with the LGHS CEO and the Secretary of DHH. If LGHS and DHH do not resolve such objections within such fifteen (15) Business Day period, the determination of Required Funding shall be submitted to an Academic Health System CPA as provided in subsection (b) below.

(b) Independent Review. If LGHS and DHH are not able to resolve the disputed amounts in the DHH Funding Calculations and the LGHS Funding Calculations, such disputed amounts shall be submitted to an independent third party certified public accountant. Such certified public accountant must be nationally recognized and possess significant experience in the review and analysis of the financial and reimbursement operations of hospital systems and academic medical centers and may not have been engaged by LGHS, LSU or DHH during the two (2) year period prior to delivery of the objection notice by LGHS described in Section 7.2 above (an "Academic Health System CPA"). LGHS and DHH shall select a mutually agreeable Academic Health System CPA meeting the requirements described above. If LGHS and DHH cannot agree on an Academic Health System CPA within five (5) Business Days of expiration of the fifteen (15) Business Day negotiation period in subsection (a), each of LGHS and DHH shall within the last three (3) Business Days of the expiration of the negotiation period designate a certified public accountant (who will not be required to meet the experience requirements above) and those certified public accountants shall within three (3) Business Days select a mutually agreeable Academic Health System CPA. Each of LGHS and DHH shall be entitled to engage, at its own expense, any other professionals or advisors to assist in preparing or analyzing material to be presented to the Academic Health System CPA. The Academic Health System CPA so selected shall review the DHH Funding Calculations and the LGHS Funding Calculations and render a written report to LGHS, LSU and DHH within thirty (30) calendar days of being engaged as to his or her conclusion as to what portion of the disputed amounts should be included in the Required Funding, determined by applying the applicable methodology under Section 7.1. Such

determination shall be conclusive as to how to treat the disputed amounts in determining the Required Funding. If the report of the Academic Health System CPA verifies or validates the DHH Funding Calculations, the cost of the Academic Health System CPA will be borne by LGHS. If the report of the Academic Health System CPA verifies or validates the LGHS Funding Calculations, the cost of the Academic Health System CPA will be borne by DHH. Otherwise, the cost shall be shared equally by LGHS and DHH. LGHS and DHH shall provide LSU and the Academic Health System CPA their calculations, determinations, work papers and similar supporting materials to assist the Academic Health System CPA in reaching a conclusion.

Section 7.3 Rulemaking. Subject to CMS approval, DHH will submit a State Plan Amendment, and promulgate a conforming rule, that will obligate itself to make supplemental Medicaid payments to LGMC as required by Section 7.1(d)(iii) and (iv).

Section 7.4 Access to Books and Records. LGHS and UHC shall provide reasonable access to the books, records and other financial information for purposes of and to the extent necessary to performing its functions for the Collaborative, and to the extent required by law. Except as otherwise provided by applicable Legal Requirements, any such access shall be given on the condition that any information received or reviewed shall be considered Confidential Information subject to the terms and conditions of Section 17.5.

Section 7.5 Request for Appropriations.

(a) Obligations Conditioned on Appropriations; Notice of Expected Event of Inadequate Funding. Payment obligations under this Agreement shall be subject to appropriation by the Legislature of sufficient funds and the availability of funds following such Legislative appropriation. If DHH becomes aware of circumstances that

lead it to conclude that UHC or LGMC is unlikely to receive the Required Funding without additional legislative appropriations, DHH shall immediately notify the Parties of such conclusion and the amounts by which DHH expects payments to the Party expected to experience the event of Inadequate Funding will fall short of the Required Funding.

(b) Commissioner's Required Efforts. The State, through the Commissioner of DOA, covenants to (i) include in DHH's annual budget request a request for the appropriation of funds necessary to pay to UHC and LGMC for the State's next fiscal year the Required Funding for such period, and (ii) use its best efforts to get such budget amounts approved and funded by the Legislature. If the funds necessary to satisfy the Required Funding are appropriated, the State agrees to provide such funding to the appropriate Party for the intended purpose and use of such funds under this Agreement.

(c) DHH's Required Efforts. DHH covenants to (i) include in its annual budget a request for the appropriation of funds necessary to pay to UHC and LGMC for the State's next fiscal year the Required Funding for such period, (ii) use its best efforts to get such budget amounts approved and funded by the Legislature and if such funds are appropriated, to provide such funding to the appropriate Party for the intended purpose and use of such funds under this Agreement, and (iii) if the funds necessary to satisfy DHH's payment obligations under this Agreement are not specifically identified as such and appropriated to DHH by the Legislature, use its best efforts to allocate and pay such amounts to UHC, LGMC and LSU, as the case may be, from all appropriate funds available to DHH.

(d) LSU's Required Efforts; Appropriation Contingency. LSU covenants to use its best efforts to support LGHS, the Commissioner, and DHH in their efforts to

obtain the funding necessary to pay to UHC and LGMC for the State's next fiscal year the Required Funding for such period. In the event no funds or insufficient funds are appropriated or otherwise available for payment in any fiscal year of the State of Louisiana in order for LSU to fulfill its obligations hereunder during the next succeeding fiscal year, and the LSU Board at a regularly scheduled or special meeting determines that no funds or insufficient funds are appropriated and will thereafter become available in any fiscal year of the State of Louisiana for LSU to fulfill its obligations hereunder during the next succeeding fiscal year, LSU will immediately give written notice to the Parties that a non-appropriation has occurred.

Section 7.6 No Diminution in System Funding. The State, acting through DOA and DHH, warrants that the payment of the Required Funding shall not result in a diminution in funding to LGHS or any of its Affiliates, unless any such diminution in funding is applicable to all similarly situated non-state owned private hospitals in the State of Louisiana. A violation of this Section 7.6 shall constitute a Potential Terminating Breach and LGHS will have the option to initiate termination of the Agreement in accordance with Article XIV.

**ARTICLE VIII.**  
**MASTER COLLABORATIVE AGREEMENT**

Section 8.1 In General. Subsequent to the execution and consistent with the terms of this CEA, but prior to the Commencement Date, LSU, UHC, and LGHS will enter into a Master Collaborative Agreement ("MCA") to address key operational issues related to the transition of the Hospital from LSU to UHC in accordance with this CEA. The MCA shall address, without limitation, the mutually agreeable terms and conditions under which:

(a) Provider Numbers. UHC shall accept the Hospital's (i) Medicare Provider Agreement and corresponding provider number 190006, and (ii) Medicaid Provider Agreement and corresponding provider number 1720429;

(b) Professional Services. UHC shall contract with LSU to obtain the services of LSU physicians and related services as determined necessary by UHC to provide patient care in the Hospital and its provider-based outpatient clinics as required by this Agreement;

(c) Accountable Care Services. UHC shall contract with LSU for data warehouse, disease management, and related health care effectiveness services designed to improve quality and patient outcomes and to reduce to cost of health care services, particularly among the uninsured and high risk Medicaid populations;

(d) Medical Staff. The Hospital's current medical staff will be credentialed and/or recredentialed by UHC's governing body upon transition of the Hospital to UHC; and

(e) Transition Support Services. UHC shall contract with LSU for certain support services during a transition period, including, without limitation, certain information technology, billing and collections, and other support and maintenance services.

**ARTICLE IX.**  
**LSU REPRESENTATIONS AND WARRANTIES**

LSU represents and warrants that the statements contained in this Article are correct and complete as of the date of this CEA.

Section 9.1 Organization and Standing. LSU is a public constitutional corporation organized under the laws of Louisiana. LSU is validly existing and in good standing under the laws of Louisiana.

Section 9.2 Authority; No Conflict.

(a) This Agreement constitutes the legal, valid, and binding obligation of LSU, enforceable against it in accordance with its terms, and, upon the execution and delivery by LSU of any document or agreement to be executed in connection with this Agreement, each other agreement will constitute the legal, valid, and binding obligation of LSU, enforceable against it in accordance with its terms. LSU's Board of Supervisors has authorized the execution and delivery of this Agreement and such other documents to which it is a party and the performance of all of LSU's obligations hereunder and thereunder. A copy of the authorizing consent resolution or meeting minutes as certified by LSU's board secretary is attached as Exhibit 9.2(a).

(b) To LSU's Knowledge, neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions hereby will, directly or indirectly (with or without notice or lapse of time):

- (i) Breach any resolution adopted by LSU's Board of Supervisors;
- (ii) Give any Governmental Body or other person the right to any successful remedy or relief under any Legal Requirement to which LSU may be subject;
- (iii) Contravene, conflict with, or result in a violation or breach of any of the terms or requirements of, or give any Governmental Body applicable

to LSU, the right to revoke, withdraw, suspend, cancel, terminate or modify any Governmental Authorization held by LSU.

(iv) Cause UHC or LGHS to become subject to, or to become liable for, the payment of any Liability of LSU; or

(v) To LSU's Knowledge, result in the LSU GME Programs violating any rules, policies, procedures or accreditation requirements of ACGME or otherwise result in (A) the LSU GME Programs ceasing to be accredited by ACGME, (B) the LSU GME Programs ceasing to be funded by DOA, or (C) LSU ceasing to comply with or satisfy any CMS reimbursement requirements or regulations applicable to the LSU GME Programs.

(c) LSU warrants that it will not take any action, fail to take any action, enter into any agreement, or consummate any transaction that would prevent LSU from performing the Contemplated Transactions or performing its obligations under this Agreement or any agreement delivered in connection with this Agreement or otherwise materially and adversely affect the Hospital or the LSU GME Programs without the prior written consent of an authorized representative of UHC.

Section 9.3 Employee Benefits. To LSU's Knowledge, all of its Benefit Plans, to the extent that they would meet the definition of employee benefit plans under Section 3(2) of ERISA and employee health or welfare benefit plans as defined in Section 3(1) of ERISA, qualify as governmental plans as defined and provided by Sections 4(b)(1) and 3(32) of ERISA, and all Benefit Plans have been administered in accordance with applicable law in all material respects, to the extent such Benefit Plans are established and administered by LSU. To LSU's Knowledge, no event has occurred that would result in, and consummation of the Contemplated

Transactions shall not result in, UHC incurring any Liability for any Benefit Plan of LSU or to any employee of LSU with respect to such Benefit Plan of LSU, to the extent such plans are established and subject to administration by LSU. LSU has and will comply with all of the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") with respect to all of its employees, including but not limited to the LSU Personnel, before and after the Commencement Date.

Section 9.4 Validity. All actions of LSU necessary for the execution, delivery, and performance of this Agreement and the performance of the Contemplated Transactions and requiring board approvals have been taken pursuant to proper and valid board approval. The execution and delivery of this Agreement and all other documents executed in connection herewith by LSU and the consummation of the Contemplated Transactions will not result in the creation of any lien, charge, or encumbrance of any kind or the acceleration of any indebtedness or other obligation of LSU and are not and will not be prohibited by, do not and will not materially violate or conflict with any provision of, and do not and will not constitute a default under or a breach of the governing documents of LSU, nor will it have a Material Adverse Effect upon any contract, lease, agreement, indenture, mortgage, pledge, lease, sublease, option, or commitment to which LSU is a party or by which LSU is bound.

Section 9.5 Closing Cost Reports. LSU has previously provided to UHC and LGHS true and correct copies of the Hospital's cost reports for its last three fiscal years for all insurance programs, including Medicare and Medicaid. The cost reports are complete and accurate for the periods indicated. All liabilities and contractual adjustments of LSU, the Hospital, and the Leased Premises under any third-party payor or reimbursement programs have been properly reflected and adequately reserved for in the financial statements of the Hospital. Neither LSU

nor the Hospital has received any notice of any offsets against future reimbursement. There are to LSU's Knowledge no pending appeals, adjustments, challenges, audits, litigation, or notices of intent to reopen or open cost reports with respect to the Medicare or Medicaid programs. Neither LSU nor the Hospital has received any notice of any violation of federal or state fraud and abuse or self-referral laws, nor does LSU have any Knowledge of any such violations in connection with the operations of the Hospital.

Section 9.6 Medical Staff. LSU has heretofore provided to UHC and LGHS true, correct, and complete copies of the bylaws and rules and regulations of the medical staff of the Hospital. There are no pending or, to LSU's Knowledge, threatened disputes with applicants, staff members, or health professional affiliates.

Section 9.7 Hill Burton. LSU represents that it has not received funds under the Federal Hill Burton Act, 42 U.S.C. § 291 et seq.

Section 9.8 Other Approvals. To LSU's Knowledge, except as otherwise set forth in Schedule 9.8 and Schedule 13.1, which sets forth the health care regulatory authorizations for permits, licenses, and other regulatory requirements, the only remaining review, consents, approvals, qualifications, orders or authorizations of, or filings with, any governmental authority, including any court or other governmental third party, required in connection with LSU's valid execution, delivery, and performance of this Agreement, and the consummation of any Contemplated Transaction, are the review of this Agreement by the Louisiana Legislature Joint Legislative Committee on the Budget, and the approval of the Agreement by the Louisiana Office of Contractual Review or the Commissioner's designee pursuant to Executive Order BJ 08-29.

Section 9.9 Compliance with Legal Requirements. To LSU's Knowledge, LSU Personnel have operated the Hospital and the LSU GME Programs in compliance with all Legal Requirements, including Health Care Laws. To LSU's Knowledge, in connection with LSU's operation of the Hospital and LSU GME Programs, neither (i) LSU nor any LSU Personnel has received or made any payment or any remuneration whatsoever to induce or encourage the referral of patients or the purchase of goods and/or services as prohibited under any state law or Health Care Law, nor (ii) has any Governmental Body or third-party payer formally alleged in writing or LSU received any notice of any violation of any Health Care Law within the last seven (7) years.

(a) Permits, Licenses and Accreditation. The Hospital has all permits and licenses and other Governmental Authorizations required by all Legal Requirements and is not in violation of any of said permitting or licensing requirements. The Hospital is owned and duly licensed by the State and operated by LSU as a general acute care hospital. LSU has all permits and licenses necessary for the proper operation of the Hospital and LSU GME Programs, including a valid Medicare provider number. The LSU GME Programs are accredited by ACGME and, to LSU's Knowledge, are in compliance with the ACGME requirements necessary for accredited GME Programs.

(b) Medicare/Medicaid Participation. The Hospital and all LSU Personnel who are medical providers are participating in or otherwise authorized to receive reimbursement from Medicare and Medicaid. All necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked, or assigned, and, to LSU's Knowledge, no condition exists or event has occurred which in itself or with the giving of

notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture, or non-renewal of any such third-party payer program. No LSU Personnel is an Excluded Provider.

(c) Joint Commission. The Facility is duly accredited by the Joint Commission ("JC") with no material contingencies. LSU has made available to LGHS copies of the most recent JC accreditation survey report and deficiency list for the Facility, together with Facility's most recent statement of deficiencies and plan of correction. Except as set forth on Schedule 9.9(c), Facility has not received written notice of any threatened, pending or likely revocation, early termination, suspension, or limitation of any such accreditation.

(d) Fraud and Abuse. To LSU's Knowledge, neither the Hospital nor LSU Personnel has engaged in any activities which are prohibited under any Health Care Law, or the regulations promulgated thereunder pursuant to such statutes, or related state or local statutes or regulations, or which are prohibited by rules of professional conduct, including the following: (i) knowingly and willfully making or causing to be made a false statement or representation of a fact in any application for any benefit or payment; (ii) knowingly and willfully making or causing to be made any false statement or representation of a fact for use in determining rights to any benefit or payment; (iii) knowingly and willingly concealing any event affecting the initial or continued right to receive any benefit or payment with intent to fraudulently secure such benefit or payment in an amount or quantity greater than that which is due or which is authorized; or (iv) knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or

offering to pay or receive such remuneration (1) in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid or (2) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. LSU is not a party to any Corporate Integrity Agreement or similar settlement, compliance, or oversight agreement with any Governmental Body relating to LSU's services provided at the Hospital.

Section 9.10 Legal Proceedings; Orders. There is no Order to which LSU is subject that would limit or affect LSU's ability to enter into this Agreement or consummate the Contemplated Transactions. Except as set forth on Schedule 9.10, there is no Proceeding pending, or to LSU's Knowledge threatened against, or affecting the Hospital, LSU GME Programs, or any LSU Personnel.

Section 9.11 Insurance; Malpractice. All clinical LSU Personnel have been continuously insured for professional malpractice claims during the lesser of (i) the last three (3) years, or (ii) the period during which such LSU Personnel have been authorized to provide professional medical services on behalf of LSU. All clinical LSU Personnel are "qualified state health care providers" as defined in LA R.S. 40:1299.39, et seq., and are thus named insureds covered under DOA's professional liability insurance administered through the Office of Risk Management. To LSU's Knowledge, no LSU Personnel is in default with respect to any provision contained in any policy covering the professional acts of such LSU Personnel and none of them has failed to give any notice or present any claim under any such policy in a due and timely fashion. LSU has maintained in effect and continues to maintain in effect such other

policies of insurance as are customary for an academic medical center of size and scope of the operations of LSU, with such limits and other terms of coverage as are commercially reasonable for an academic medical center similar in size and scope to LSU.

Section 9.12 Taxes.

(a) With respect to the Hospital, LSU has, to its Knowledge, filed all federal, state, county, and local tax returns it is required to file, including, without limitation, income, sales, single business, payroll, premium, withholding, informational, real estate, school, and personal property tax returns, and such returns have been duly prepared and filed and were true, correct, and complete. All taxes due by reason of the operations conducted by LSU with respect to the Hospital have, to LSU's Knowledge, been paid, including, without limitation, all taxes which LSU is obligated to withhold from accounts owing to employees, creditors, and third parties. There is no tax lien, whether imposed by any federal, state, county, or local taxing authority, outstanding against the assets, properties or businesses of LSU as they relate to the Hospital. Other than regular property assessments, there is to LSU's Knowledge no pending examination or proceeding by any authority or agency relating to the assessment or collection of any such taxes, interest, or penalties thereon, nor to LSU's Knowledge do there exist any facts that would provide a basis for any such assessment. With respect to the Hospital, LSU has not filed any consent or agreement to extend the period for assessment or collection of any such taxes.

(b) The Hospital is exempt from Federal income tax pursuant to and the Hospital is a "hospital" within the meaning of Section 170(b)(1)(A)(iii) of the IRC. LSU is not aware of any proceeding, pending or threatened, or of any existing circumstances,

which could reasonably be anticipated to result in the loss or revocation of any of the aforementioned exemptions held by LSU or the imposition of tax liability which would have a Material Adverse Effect on the business and operations of the Hospital.

Section 9.13 Full Disclosure. No representation or warranty made by LSU in this Agreement contains or will contain any untrue statement of fact or omits or will omit to state a fact necessary to make the statements contained herein or therein not misleading.

Section 9.14 Breach. Any damages or other amounts payable by LSU as a result of a breach of any representation or warranty contained in this Article IX are contingent obligations subject to appropriation by the Louisiana Legislature of sufficient funds specifically and expressly appropriated therefor and the availability of funds following Legislative appropriation.

#### **ARTICLE X.** **STATE'S REPRESENTATIONS AND WARRANTIES**

~~The State, through the DOA and DHH, represents and warrants that the statements contained in this Article X are correct and complete as of the date hereof.~~

Section 10.1 Organization and Standing.

(a) The State has full power and authority to perform its obligations under this CEA.

(b) ~~DOA is an agency within the Office of the Governor and DHH is a department of the State of Louisiana, validly existing under the laws of Louisiana, with full power and authority to perform their obligations under this CEA.~~

Section 10.2 Enforceability; Authority; No Conflict.

(a) This Agreement constitutes the legal, valid, and binding obligation of the State, through DOA and DHH, enforceable against them in accordance with its terms.

Upon the execution and delivery by DOA and DHH of any document or agreement to be

executed in connection with this Agreement, each other agreement will constitute the legal, valid, and binding obligation of the State, through DOA and DHH, enforceable in accordance with its terms. DOA and DHH, through their lawfully designated agency or department heads, have the power and authority to execute and deliver this Agreement and such other documents to which they are a party and to perform their obligations under this Agreement and such other documents, subject only to oversight by the Legislature and the Legislative Auditor.

(b) To DOA's and DHH's Knowledge, neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions hereby will, directly or indirectly (with or without notice or lapse of time):

(i) Breach any provision of any statutory or regulatory authority which defines the powers and duties of DOA and DHH;

(ii) To DHH's or DOA's Knowledge, give any Governmental Body or other person the right to any successful remedy or relief under any Legal Requirement to which the State, DHH or DOA may be subject;

(iii) Contravene, conflict with or result in a violation or breach of any of the terms or requirements of, or give any Governmental Body applicable to the State, DHH or DOA, the right to revoke, withdraw, suspend, cancel, terminate or modify any Governmental Authorization held by DHH or DOA;

(iv) Cause UHC or LGHS to become subject to, or to become liable for the payment of, any Liability of the State, DHH or DOA; or

(c) DHH and DOA each warrant that it will not take any action, fail to take any action, enter into any agreement, or consummate any transaction that would prevent

the State, DHH or DOA from performing the Contemplated Transactions or performing its obligations under this Agreement or any agreement delivered in connection with this Agreement or otherwise have a Material Adverse Effect on the Hospital without the prior written consent of an authorized representative of UHC.

Section 10.3 Employee Benefits. No event has occurred that would result in, and consummation of the Contemplated Transactions shall not result in, UHC incurring any Liability for any Benefit Plan of the State or to any employee of the State with respect to such Benefit Plans.

Section 10.4 Legal Proceedings; Orders. To DOA's and DHH's Knowledge, there is no Order to which the State, through DOA or DHH, is subject that would limit or affect the State's, DOA's or DHH's ability to enter into this Agreement or consummate the Contemplated Transactions, other than Executive Order BJ 08-29.

Section 10.5 Other Approvals. To DOA's and DHH's Knowledge, except as otherwise set forth in Schedule 9.8 and Schedule 13.1, which sets forth the health care regulatory authorizations for permits, licenses, and other regulatory requirements, the only remaining review, consents, approvals, qualifications, orders or authorizations of, or filings with, any governmental authority, including any court or other governmental third party, required in connection with DOA's and DHH's valid execution, delivery, and performance of this Agreement, and the consummation of any Contemplated Transaction, are the review of this Agreement by the Louisiana Legislature Joint Legislative Committee on the Budget, and the approval of the Agreement by the Louisiana Office of Contractual Review or the Commissioner's designee pursuant to Executive Order BJ 08-29.

Section 10.6 Full Disclosure. No representation or warranty made by the State, through DHH or DOA, in this Agreement contains or will contain any untrue statement of fact or omission of fact necessary to make the statements contained herein or therein not misleading.

**ARTICLE XI.**  
**UHC REPRESENTATIONS AND WARRANTIES**

UHC represents and warrants that the statements contained in this Article XI are correct and complete as of the date hereof.

Section 11.1 Organization and Good Standing. UHC is a nonprofit Louisiana corporation. UHC is validly existing and in good standing under the laws of the State of Louisiana, with full power and authority to perform all its obligations under this Agreement.

Section 11.2 Enforceability; Authority; No Conflict.

(a) UHC has the corporate right, power, and authority to execute and deliver this Agreement and such other documents to which it is a party and to perform its obligations under this Agreement and such other documents, and such action has been duly authorized by all necessary action by UHC's Board of Trustees and Member. A copy of the authorizing consent resolution or certified meeting minutes is attached as Exhibit 11.2(a).

(b) Neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time):

(i) Breach (A) any provision of any of the Governing Documents of UHC or (B) any resolution adopted by UHC's Board of Trustees

(ii) Breach or give any Governmental Body or other Person the right to challenge the actions contemplated by this Agreement or to exercise any

remedy or obtain any relief under any Legal Requirement to which UHC may be subject; or

(iii) Contravene, conflict with, or result in a violation or breach of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that is held by UHC.

(c) UHC warrants that it will not take any action, fail to take any action, enter into any agreement, or consummate any transaction that would adversely affect in a material way or prevent UHC from performing its obligations under this Agreement or otherwise materially and adversely affect the LSU GME Programs without the prior written consent of an authorized representative of LSU.

Section 11.3 Validity. All corporate actions of UHC necessary for the execution, delivery, and performance of this Agreement and the performance of the Contemplated Transactions and requiring board approvals have been taken pursuant to proper and valid board approval. This Agreement has been, and all documents to be delivered by UHC shall be, duly executed and shall constitute the lawful, valid, and binding obligations of UHC, enforceable in accordance with their respective terms subject as to enforcement of remedies to the discretion of courts in awarding equitable relief and to applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting the rights of creditors generally. The execution and delivery of this Agreement and all other documents executed in connection herewith by UHC and the consummation of the transactions contemplated hereby will not result in the creation of any lien, charge, or encumbrance of any kind or the acceleration of any indebtedness or other obligation of UHC and are not and will not be prohibited by, do not and will not materially

violate or conflict with any provision of, and do not and will not constitute a default under or a breach of (i) the Articles of Incorporation or Bylaws of UHC, (ii) any judgment, decree, order, regulation or rule of any court or regulatory authority, or (iii) any law, statute, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental authority or arbitration tribunal to which UHC is subject, nor will it have a Material Adverse Effect upon any contract, lease, agreement, indenture, mortgage, pledge, lease, sublease, option or commitment to which UHC is a party or by which UHC is bound.

Section 11.4 Other Approvals. To UHC's Knowledge, except as otherwise set forth in Schedule 9.8 and Schedule 13.1, which sets forth the health care regulatory authorizations for permits, licenses, and other regulatory requirements, the only remaining review, consents, approvals, qualifications, orders or authorizations of, or filings with, any governmental authority, including any court or other governmental third party, required in connection with UHC's valid execution, delivery, and performance of this Agreement, and the consummation of any Contemplated Transaction, are the review of this Agreement by the Louisiana Legislature Joint Legislative Committee on the Budget, and the approval of the Agreement by the Louisiana Office of Contractual Review or the Commissioner's designee pursuant to Executive Order BJ 08-29.

Section 11.5 Compliance with Legal Requirements. To UHC's Knowledge, UHC has operated and shall operate in compliance with all Legal Requirements, including Health Care Laws. To UHC's Knowledge, UHC has not received or made any payment or any remuneration whatsoever to induce or encourage the referral of patients or the purchase of goods and/or services as prohibited under any state law or Health Care Law, nor has any Governmental Body

or third-party payer formally alleged in writing any violation of Health Care Law by UHC or any UHC Personnel within the last seven (7) years. Without limiting the generality of the foregoing:

(a) Permits and Licenses. UHC has or shall have at the time such services are performed all permits and licenses and other Governmental Authorizations required by all Legal Requirements for the operation of UHC and is not in violation of any of said permitting or licensing requirements.

(b) Medicare/Medicaid Participation. Neither UHC nor any director, officer, employee, or agent of UHC is an Excluded Provider.

(c) Fraud and Abuse. To UHC's Knowledge, neither UHC nor any UHC Personnel has engaged in any activities which are prohibited under any Health Care Law, or the regulations promulgated thereunder pursuant to such statutes, or related state or local statutes or regulations, or which are prohibited by rules of professional conduct, including the following: (i) knowingly and willfully making or causing to be made a false statement or representation of a fact in any application for any benefit or payment; (ii) knowingly and willfully making or causing to be made any false statement or representation of a fact for use in determining rights to any benefit or payment; (iii) knowingly and willingly concealing any event affecting the initial or continued right to receive any benefit or payment with intent to fraudulently secure such benefit or payment in an amount or quantity greater than that which is due or which is authorized; or (iv) knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration (1) in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which

payment may be made in whole or in part by Medicare or Medicaid or (2) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. UHC is not a party to any Corporate Integrity Agreement or similar settlement, compliance, or oversight agreement with any Governmental Body.

Section 11.6 Legal Proceedings; Orders. There is no Order to which UHC is subject that would limit or affect UHC's ability to enter into this Agreement or consummate the actions contemplated by this Agreement.

Section 11.7 Insurance. In addition to the policies of insurance required under the Master Lease, UHC will maintain such other policies of insurance as are customary for a company of similar size and scope of the operations of UHC, with such limits and other terms of coverage as are commercially reasonable for companies similar in size and scope to UHC.

Section 11.8 Full Disclosure. No representation or warranty made by UHC in this Agreement contains or will contain any untrue statement of fact or omits or will omit to state a fact necessary to make the statements contained herein or therein not misleading.

## **ARTICLE XII.** **LGHS REPRESENTATIONS AND WARRANTIES**

LGHS represents and warrants that the statements contained in this Article XII are complete and correct as of the date hereof.

Section 12.1 Organization and Standing. LGHS is a duly organized not-for-profit corporation in Louisiana and is validly existing and in good standing in the State of Louisiana with full power to perform all of its obligations under this Agreement.

Section 12.2 Authority to Enter into Agreement; Consent. LGHS has all corporate right, power, legal capacity, and authority to enter into and perform its respective obligations under this Agreement. No approvals or consents of any persons are necessary for the execution, delivery and performance of this Agreement by LGHS, except those that have been obtained or will be obtained prior to the close of each of the Contemplated Transactions. The execution and delivery of the Agreement by LGHS, and the performance by LGHS of all of its obligations hereunder, have been duly authorized by all necessary corporate action.

Section 12.3 Validity. All corporate actions of LGHS necessary for the execution, delivery, and performance of this Agreement and the performance of the Contemplated Transactions and requiring board approvals have been taken pursuant to proper and valid board approval. This Agreement has been, and all documents to be delivered by LGHS shall be, duly executed and shall constitute the lawful, valid, and binding obligations of LGHS, enforceable in accordance with their respective terms subject as to enforcement of remedies to the discretion of courts in awarding equitable relief and to applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting the rights of creditors generally. The execution and delivery of this Agreement and all other documents executed in connection herewith by LGHS and the consummation of the transactions contemplated hereby will not result in the creation of any lien, charge, or encumbrance of any kind or the acceleration of any indebtedness or other obligation of LGHS and are not and will not be prohibited by, do not and will not materially violate or conflict with any provision of, and do not and will not constitute a default under or a breach of (i) the Articles of Incorporation or Bylaws of LGHS, (ii) any judgment, decree, order, regulation or rule of any court or regulatory authority, or (iii) any law, statute, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental authority or arbitration

tribunal to which LGHS is subject, nor will it have a Material Adverse Effect upon any contract, lease, agreement, indenture, mortgage, pledge, lease, sublease, option, or commitment to which LGHS is a party or by which LGHS is bound.

Section 12.4 Consolidated Financial Statements. LGHS has furnished to LSU (i) LGHS's audited consolidated financial statements for the three (3) most recent fiscal years and the balance sheet and the related statements of income, and changes in financial position of LGHS for the three (3) most recent fiscal years with available reports thereon from an independent certified public accounting firm, including any management letters regarding the operations of LGHS with respect to such fiscal year (the "Audited Financial Statements"), and (ii) unaudited interim financial statements for the monthly periods from the close of the most recently completed fiscal year through March 31, 2013, or if LGHS prepares unaudited interim financial statements on a quarterly basis, for the last quarter which ended no more than ninety (90) calendar days prior to the date of execution of this Agreement, and shall furnish such unaudited interim financial statements for the monthly or quarterly periods, respectively, through the month or quarter ending immediately prior to the Commencement Date (collectively referred to as the "Unaudited Financial Statements") (the Audited Financial Statements and the Unaudited Financial Statements are sometimes referred to herein collectively as the "Financial Statements"). The Financial Statements have been prepared in accordance with generally accepted accounting principles ("GAAP") consistently applied (except, in the case of the Unaudited Financial Statements, for the absence of footnotes and year-end adjustments), reflect all liabilities of LGHS, including all contingent liabilities, and fairly present the financial position of LGHS and the results of operations and changes in financial position as of the dates and for the periods specified. Except as set forth in the Financial Statements, LGHS has not

incurred any liability other than in the ordinary course of business. Since the date of the most recent Audited Financial Statements, LGHS has not incurred any liabilities other than in the ordinary course of business and consistent with past practice.

Section 12.5 Other Approvals. To LGHS's knowledge, except as otherwise set forth in Schedule 9.8 and Schedule 13.1, which sets forth the health care regulatory authorizations for permits, licenses, and other regulatory requirements, the only remaining review, consents, approvals, qualifications, orders or authorizations of, or filings with, any governmental authority, including any court or other governmental third party, required in connection with LGHS's valid execution, delivery, and performance of this Agreement, and the consummation of any Contemplated Transaction, are the review of this Agreement by the Louisiana Legislature Joint Legislative Committee on the Budget, and the approval of the Agreement by the Louisiana Office of Contractual Review or the Commissioner's designee pursuant to Executive Order BJ 08-29.

Section 12.6 Full Disclosure. No representation or warranty made by LGHS in this Agreement contains or will contain any untrue statement of fact or omits or will omit to state a fact necessary to make the statements contained herein or therein not misleading.

### **ARTICLE XIII.** **ADDITIONAL COVENANTS OF THE PARTIES**

~~Section 13.1 Third Party Consents and Approvals. The Parties will use their best efforts to obtain the Governmental Authorizations set forth on Schedule 13.1.~~

Section 13.2 Further Acts and Assurances. The Parties shall, at any time and from time to time at and after the execution of this Agreement, upon request of another Party, take any and all steps reasonably necessary to consummate the Contemplated Transactions, 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 the Contemplated Transactions.

Section 13.3 Additional Covenants of LSU.

(a) Hospital Operations. From the Effective Date of this Agreement until the earlier of the Commencement Date or the termination of this Agreement, LSU shall, and shall cause Hospital to: (i) conduct the Hospital's operations in the ordinary course; and (ii) use commercially reasonable efforts to maintain in all material respects the assets, properties, business organizations, and current relationships and goodwill with their respective customers, suppliers, and payors of Hospital and Facility.

(b) Preservation of Property. From the Effective Date of this Agreement until the earlier of the Commencement Date or the termination of this Agreement, LSU shall not permit Hospital or Facility to:

(i) permit or allow any of the assets or properties of Facility to become subjected to any Encumbrance, other than that will be released at or prior to the Commencement Date; or

(ii) sell, transfer, lease, sublease, license, or otherwise dispose of any material properties or assets (real, personal or mixed, including intangible property) of Facility, other than in the ordinary course of business.

(c) Licenses. From the Effective Date of this Agreement until the earlier of the Commencement Date or the termination of this Agreement, LSU shall take all action reasonably within its power and necessary to cause Hospital to continue to maintain its current hospital license and provider status, including without limitation its Provider Numbers, and will use its best efforts to preserve or cause Hospital to preserve at all

times during the Term the Residency Caps and Collaborative Residency Positions, all in accordance with CMS and ACGME requirements. Any transfer, discontinuation, restriction, modification, or other change in the rights and obligations associated with the Facility license, other than as required by or as a result of this Agreement, or any other event or transaction resulting in any party other than LSU operating or controlling the Facility or its operations, must be approved in writing by the LGHS CEO prior to the time of such event.

(d) Access to Hospital. At all reasonable times prior to the Commencement Date and upon reasonable notice to LSU, LSU shall provide to LGHS, and/or its agents or contractors, access to the Hospital and Facility to fully complete its due diligence review of all Facility agreements and inspections of the Facility with respect to the physical condition thereof. LSU and LGHS shall utilize their best efforts to effectively transition or contract to engage upon the Commencement Date, sufficient services, supplies, and personnel for the continued operations of the Facility.

#### **ARTICLE XIV. TERM; TERMINATION; DISPUTE RESOLUTION**

Section 14.1 Term. Unless earlier terminated as provided herein, the Term of this Agreement shall begin on the Effective Date and continue for ten (10) years (the "Initial Term"). Beginning on the expiration of the fifth (5th) year of the Initial Term and continuing on each annual anniversary date thereafter (each an "Extension Date"), the then-remaining portion of the Initial Term shall automatically be extended for an additional one (1) year period so that after the fifth (5th) year of the Initial Term, the Term of this Agreement shall be a Rolling Five-Year Term; provided, however, that the extension provision of this sentence shall no longer apply if LSU or UHC provides the other Party written notice at least one hundred-eighty (180) calendar

days prior to an Extension Date that such Party does not intend to extend the Term of the Agreement.

Section 14.2 Early Termination. This Agreement shall terminate prior to the expiration of the Term only in accordance with this Section 14.2. Except as otherwise provided in this Agreement, any early termination of this CEA shall be subject to the Wind Down Period provided in Section 14.9. Subject to the foregoing, this CEA may terminate prior to the expiration of the Term (i) upon the mutual agreement of all Parties, (ii) if the Contemplated Transactions have not occurred by the Commencement Date, (iii) pursuant to Section 7.1(a), (iv) if, as of the Commencement Date, any representations or warranties of a Party are materially inaccurate, or any covenant of a Party to be performed before the Commencement Date has not been materially performed, or any consents or approvals on Schedule 13.1 or any other Governmental Authorization necessary to operate the Hospital have not been received; however, the Parties acknowledge that certain consents and approvals may be pending on the Commencement Date and will not constitute a breach of this Agreement, (v) pursuant to Section 14.6, or (vi) subject to the Parties' good faith participation in the process set forth in Section 14.5 for addressing the following events (each, a "Potential Terminating Breach"):

- (a) Any Party's actions or inactions are contrary to or not substantially in accordance with the Public Purpose as provided for in Article I.
- (b) Termination of the Master Hospital Lease.
- (c) There is filed by or against any Party a petition or complaint with respect to its own financial condition under any state, federal or other bankruptcy (including without limitation a petition for reorganization, arrangement or extension of debts), or under any other similar or insolvency laws providing for the relief of debtors which

petition or complaint (if involuntary) shall not be dismissed for more than sixty (60) calendar days from the date of filing.

(d) A receiver, director, conservator or liquidator is appointed for any Party or all or a substantial part of its respective assets, or any Party shall have been adjudicated bankrupt, insolvent or in need of any relief provided to debtors by any court.

(e) Any Party shall have ceased its business or operations.

(f) Any Party shall have liquidated and or dissolved.

(g) LSU, LGHS, or UHC is excluded from Medicare or Medicaid.

(h) As determined by a court of competent jurisdiction pursuant to a final, binding, non-appealing judgment, that there is a change in (or a new interpretation of) the law or lack of necessary Governmental Authorization or other governmental approval, whether statutory, regulatory, or other position or rule set forth by a Governmental Body, agency, accreditation organization, or similar body, that has a Material Adverse Effect on the fundamental relationship of the Parties, and the Parties are unable to agree, following the process in Section 14.5, on terms to amend the CEA or otherwise address the consequences of the change in or new interpretation of the law. If the Parties agree that a change in laws or interpretation thereof has occurred and are unable to reach a new agreement or otherwise address the consequences of the change in or new interpretation of the law, no Party shall be liable or responsible for any damages suffered by any other Party as a result of a termination pursuant to this subsection.

(i) Failure of any LSU GME Program to maintain ACGME accreditation as a result of action or inaction of LSU or failure of LSU to remain accredited by ACGME as a Sponsoring Institution.

(j) Termination of the AAA.

(k) Without the consent of LSU, the merger, consolidation, sale or transfer all or substantially all of UHC's assets, or admission of a new member, or the sale of all or a portion of LGHS's ownership interest, or the entering into by UHC of any joint venture or other partnership arrangement except a joint venture or partnership that does not result in a change of control of UHC, that has no Material Adverse Effect on the Contemplated Transactions, and that is required by its written terms to be operated subject to the terms and conditions of this CEA (a "Permitted Joint Venture").

(l) A material breach of this Agreement by any Party hereto that is not cured pursuant to Section 14.5.

Section 14.3 Other Breaches. All other Breaches shall be Non-Terminating Breaches.

Section 14.4 Process for Addressing Potential Non-Terminating Breaches. This Agreement may only be terminated as set forth in Section 14.2. The remedies available to a Party if there is a breach that is not a Potential Terminating Breach (a "Potential Non-Terminating Breach") shall be as follows:

(a) Notice and Cure Period. A Party asserting a Potential Non-Terminating Breach shall provide the other Party written notice of such breach, which notice shall include a detailed description of the basis for such Breach and a description of what would be satisfactory to the non-Breaching Party to remedy such asserted breach. The Breaching Party shall be entitled to a Cure Period to cure the alleged Breach. If the Breaching Party takes the actions described in the notice as to what would satisfy the non-Breaching Party to cure the Breach, the Breach shall be deemed cured. However,

such actions shall not be the sole means of curing such a Breach, and the Breaching Party shall be entitled to cure the Breach in any other way resulting in a cure of such Breach.

(b) Consultative Process. If such Potential Non-Terminating Breach is not cured within the Cure Period, the Parties shall engage in the "Consultative Process" for a period of thirty (30) calendar days to attempt to resolve the Potential Non-Terminating Breach.

(c) Right to Legal Remedies for Potential Non-Terminating Breaches; No Termination Right. If such dispute involving a Potential Non-Terminating Breach is not resolved pursuant to the Consultative Process, the Party alleging a Potential Non-Terminating Breach shall be entitled to such remedies as are available at law, including damages, but not including any equitable or injunctive relief which could or would limit LSU's access to the Facility. Neither Party shall have the right to terminate this Agreement for a Potential Non-Terminating Breach except by authority of a final order of a court of competent jurisdiction after all rights of appeal have been exhausted.

Section 14.5 Process for Addressing Potential Terminating Breaches. The remedies available to a Party if there is a Potential Terminating Breach shall be as follows:

(a) Notice and Cure Period. A Party asserting a Potential Terminating Breach shall provide the other Party written notice of such Breach, which notice shall include a detailed description of the basis for such Breach and the non-Breaching Party's requirements to remedy such asserted Breach. The Party asserted to have Breached the Agreement shall be entitled to a Cure Period to cure the asserted Breach.

(b) Consultative Process. If such Potential Terminating Breach is not cured within the Cure Period, the Parties shall for a period of fifteen (15) Business Days engage in the Consultative Process to attempt to resolve the dispute.

(c) Executive Level Negotiations. If an alleged Potential Terminating Breach is not resolved in the Consultative Process, LSU's Vice President for Health Care and LGHS's Chief Executive Officer, or his or her designee, shall discuss and negotiate in good faith for thirty (30) calendar days to attempt to resolve the issue.

(d) Termination Right. If the dispute regarding the asserted Potential Terminating Breach is not resolved pursuant to the procedures in this Section set forth above, the non-breaching Party may declare its intent to terminate this Agreement by delivery of written notice of such intent to the other Party (the "Termination Notice"), and the Parties shall begin the Wind Down Period as provided in Section 14.9; provided, however, that termination for Inadequate Funding or pursuant to Section 7.1(a) shall follow the process set forth in Section 14.6. Such right of termination shall be in addition to any other remedies which the non-breaching Party may have at law, including damages.

Section 14.6 Termination Right For Inadequate Funding. If UHC and LGMC fail to receive the Required Funding or DHH and LGHS do not agree on any proposed adjustments to the Required Funding pursuant to Section 7.1(a) or Section 7.1(b), this Agreement shall automatically terminate after completion of the process set forth in Section 14.9. However, the Wind Down Period shall begin on the date the Required Funding is due but unpaid to UHC and LGMC, provided that during such Wind Down Period, the State, through DHH, continues to pay UHC and LGMC the Required Funding accruing during such Wind Down Period (collectively

the “Wind Down Payments”). Notwithstanding the foregoing, the State shall have a Cure Period beginning on the first day of the Wind Down Period described above in which to pay all Required Funding accrued to but not yet paid to UHC and LGMC. If such payment is made within such Cure Period, the Wind Down Period described above shall cease, this Agreement shall not terminate, and the Parties shall continue the Collaborative pursuant to the terms of this Agreement. If UHC fails to receive such Wind Down Payments during the Wind Down Period, UHC shall provide written notice to LSU and DHH, and this Agreement will automatically terminate two (2) Business Days thereafter.

Section 14.7 Notice of Force Majeure. In the event of a failure or anticipated failure by any Party to perform its obligations hereunder caused by Force Majeure, such Party shall provide notice to the other Parties as soon as possible under the circumstance and in any event within thirty (30) calendar days of the occurrence of such Force Majeure event causing such failure or anticipated failure. A Party’s failure to perform due to a Force Majeure shall not constitute a Breach.

Section 14.8 Effects of Termination.

(a) In General. Subject to the applicable Wind Down Period in Section 14.9, the following shall apply consistent with the applicable Wind Down Period:

(i) Each Party shall surrender possession of and deliver to the other Party all property belonging to the other Party, update and complete all files, records, and charts and cooperate with each other as may be necessary to insure uninterrupted treatment of patients;

(ii) Each Party shall cooperate in the defense of any claims or suits for acts or omissions occurring during the term of this Agreement.

- (iii) UHC shall vacate facilities owned by LSU.
- (iv) The Master Hospital Lease shall terminate.
- (v) Ownership of the Hospital's Medicare Provider Number shall be transferred to LSU.

Section 14.9 Wind Down Period. Subject to the two-Business-Day termination right in Section 14.6, termination of this Agreement allowed under this Agreement shall be subject to a period of at least eighteen (18) months in the case of termination pursuant to Section 7.1(a), and at least six (6) months in all other events, during which the Parties will transition Hospital operations in an orderly fashion to assure the Public Purpose continues to be satisfied (the "Wind Down Period"); however, if during that period, LSU does not receive an emergency appropriation of funds sufficient to operate the Hospital, the Wind Down Period shall be extended until such time as the Louisiana Legislature concludes the first legislative session following the commencement of the Wind Down Period. The Wind Down Period shall begin on the Wind Down Commencement Date and end on the six-month or eighteen-month anniversary, as the case may be, of the Wind Down Commencement Date, unless terminated earlier for Inadequate Funding pursuant to the provisions contained in Section 14.6, or unless extended to allow for an appropriation of funds to LSU at the next legislative session following the Wind Down Commencement Date. During the Wind Down Period, LSU, UHC, and LGHS will establish a committee consisting of at least six (6) people, consisting of two (2) members appointed by LSU, two (2) members appointed by LGHS, one (1) member appointed by DHH, and one (1) member appointed by DOA. The committee shall coordinate and oversee the transition of Hospital operations. To the extent necessary and applicable, the Parties will

continue to comply with the terms and conditions of this Agreement during the Wind Down Period.

**ARTICLE XV.**  
**REMEDIES**

Section 15.1 Remedies Cumulative. The Parties expressly agree that this CEA may only be terminated as provided in Article XIV, and for no other reason. Subject to the foregoing, all rights and remedies of any Party provided for in this CEA shall be construed and held to be cumulative, and no single right or remedy shall be exclusive of any other which is consistent with the former. Any Party shall have the right to pursue any or all of the rights or remedies set forth herein, as well as any other consistent remedy or relief which may be available at law or in equity but which is not set forth herein. No waiver by any Party of a Breach of any of the covenants, conditions, or restrictions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding Breach of the same or of any other covenant, condition, or restriction herein contained. The failure of any Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of future Breaches of such covenant or option. A receipt by any Party of payment by any other Party with knowledge of the Breach of any covenant hereof shall not be deemed a waiver of such Breach. No waiver, change, modification, or discharge by any Party of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Parties.

Section 15.2 Federal Program Recoupment Action. In the event of a federal program recoupment action which results in a set-off of reimbursement due UHC as a result of an overpayment while LSU was responsible for the Hospital's Medicare and Medicaid Provider Numbers, the State will seek an immediate appropriation to reimburse UHC, and UHC will

assign to LSU any rights to negotiate, contest, settle, or otherwise resolve such recoupment action. Notwithstanding the foregoing, UHC shall have an immediate right of set-off against Rent due under the Master Hospital Lease to compensate UHC in an amount consistent with the amount withheld under the recoupment action.

**ARTICLE XVI.**  
**INSURANCE AND INDEMNIFICATION**

Section 16.1 Insurance. In addition to the policies of insurance required under the Master Hospital Lease Agreement and any other documents required in connection herewith, including, without limitation, participation as a qualified health care provider in the Louisiana Patients' Compensation Fund, LGHS and UHC will maintain such other policies of insurance as are customary for a company of similar size and scope of the operations of LGHS and UHC, with such limits and other terms of coverage as are commercially reasonable for companies similar in size and scope to LGHS and UHC. As set forth in the Professional Services Agreements between LSU and UHC, and pursuant to the provisions of R.S. 40:1299.39 and to the extent covered thereby, employees and independent contractors of UHC who are acting in a professional capacity in providing health care services on behalf of the State, and are acting within the course and scope of their engagement with LSU in providing such healthcare services pursuant to, and within the context of, this Agreement, will be provided professional liability insurance coverage by the State through the Office of Risk Management, and such persons shall be considered as named insureds.

Section 16.2 Indemnification.

(a) Survival. All representations, warranties, covenants, and obligations in this Agreement and any other certificate or document delivered pursuant to this

Agreement shall survive the consummation of the Contemplated Transactions and the termination of this Agreement.

(b) Indemnification. Each Party will indemnify the other Party in accordance with Paragraphs (c) through (e) of this Section 16.2.

(c) Time Limitations.

(i) To the extent permitted by applicable law, and except as otherwise provided in this Agreement, LSU will have liability (for indemnification or otherwise) and will indemnify LGHS and UHC for all costs, expenses, losses, damages, fines, penalties, forfeitures or liabilities (including, without limitation, interest which may be imposed by a court in connection therewith), court costs, litigation expenses, reasonable attorneys' and paralegals' fees and accounting fees (collectively, the "Damages") incurred by UHC or LGHS as a result of (A) a Breach of any representation or warranty by LSU contained in this Agreement or in any other certificate, document, agreement, writing or instrument delivered by LSU pursuant to this Agreement, (B) the actions or failure to act by LSU Personnel, (C) any Breach of any covenant or obligation of LSU in this Agreement or in any other certificate, document, agreement, writing or instrument delivered by LSU pursuant to this Agreement, (D) any Damages arising out of the ownership or operation of the Hospital or its assets prior to the Commencement Date, (E) any liability under the WARN Act or any similar state or local Legal Requirement that may result from an "Employment Loss", as defined by 29 U.S.C. sect. 2101(a)(6), caused by any action of LSU, and (F) any Employee Plan established or maintained by LSU; provided however, that LSU's

obligation under item (A) above shall only apply if, other than with respect to a Breach resulting from fraud, in which case a claim may be made at any time, on or before the third (3rd) anniversary of the Commencement Date, UHC or LGHS notifies LSU of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by UHC or LGHS.

(ii) To the extent permitted by applicable law, and except as otherwise provided in this Agreement, the State, through DOA, will have liability (for indemnification or otherwise) for and will indemnify LGHS and UHC for all Damages incurred by UHC or LGHS as a result of (A) a Breach of any representation or warranty by DOA, and (B) any Breach of any covenant or obligation of DOA in this Agreement or in any other certificate, document, agreement, writing or instrument delivered by DOA pursuant to this Agreement, provided however, that DOA's obligation under item (A) above shall only apply if, other than with respect to a Breach resulting from fraud, in which case a claim may be made at any time, on or before the third (3rd) anniversary of the Commencement Date, UHC or LGHS notifies the Commissioner of DOA of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by UHC or LGHS.

(iii) To the extent permitted by applicable law, and except as otherwise provided in this Agreement, DHH will have liability (for indemnification or otherwise) for and will indemnify LGHS and UHC for all Damages incurred by UHC or LGHS as a result of (A) a Breach of any representation or warranty by DHH, and (B) any Breach of any covenant or

obligation of DHH in this Agreement or in any other certificate, document, agreement, writing or instrument delivered by DHH pursuant to this Agreement, provided however, that DHH's obligation under item (A) above shall only apply if, other than with respect to a Breach resulting from fraud, in which case a claim may be made at any time, on or before the third (3rd) anniversary of the Commencement Date, UHC or LGHS notifies the Secretary of DHH of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by UHC or LGHS.

(iv) Except as otherwise provided in this Agreement, UHC will have liability (for indemnification or otherwise) for all Damages incurred by LSU, DOA, the State, or DHH as a result of (A) a Breach of any representation or warranty by UHC, (B) the actions or failure to act by the employees or agents of UHC, (D) any Breach of any covenant or obligation of UHC in this Agreement or in any other certificate, document, agreement, writing or instrument delivered by UHC pursuant to this Agreement, (D) any Damages arising out of the ownership or operation of the Hospital or its assets after the Commencement Date, (E) any liability under the WARN Act or any similar state or local Legal Requirement that may result from an "Employment Loss", as defined by 29 U.S.C. sect. 2101(a)(6), caused by any action of UHC, and (F) any Employee Plan established or maintained by UHC; provided however, that UHC's obligation under item (A) above shall only apply if, other than with respect to a Breach resulting from fraud, in which case a claim may be made at any time, on or before the third (3rd) anniversary of the termination of this Agreement, LSU, DOA or DHH notifies

UHC of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by LSU, DOA or DHH.

(v) Except as otherwise provided in this Agreement, LGHS will have liability (for indemnification or otherwise) for all Damages incurred by LSU, DOA, the State, or DHH as a result of (A) a Breach of any representation or warranty by LGHS, (B) any Breach of any covenant or obligation of LGHS in this Agreement or in any other certificate, document, agreement, writing or instrument delivered by LGHS pursuant to this Agreement, (C) the actions or failure to act by the employees or agents of LGHS, (D) any liability under the WARN Act or any similar state or local Legal Requirement that may result from an "Employment Loss", as defined by 29 U.S.C. sect. 2101(a)(6), caused by any action of LGHS, and (E) any Employee Plan established or maintained by LGHS; provided however, that LGHS's obligation under item (A) above shall only apply if, other than with respect to a Breach resulting from fraud, in which case a claim may be made at any time, on or before the third (3rd) anniversary of the termination of this Agreement, LSU, DOA or DHH notifies LGHS of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by LSU, DOA or DHH.

(d) Third-Party Claims.

(i) 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 such Section (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) If an Indemnified Person gives notice to the Indemnifying Person pursuant hereto 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 Article 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 affected by the Indemnifying Person without the Indemnified Person's consent unless (x) there is no finding or admission of any violation of a Legal Requirement 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 Claims effected without its consent.

(iii) 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 consent (which may not be unreasonably withheld).

(iv) With respect to any Third-Party Claim subject to indemnification under this Article: (A) both the Indemnified Person and the Indemnifying Person, as the case may be, shall keep the other Person fully informed of the status of such Third-Party Claim and any related Proceedings at all stages thereof where such Person 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) With respect to any Third-Party Claim subject to indemnification under this Article, 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.

## ARTICLE XVII. GENERAL PROVISIONS

Section 17.1 Interpretation. In this Agreement, unless a clear contrary intention appears:

(a) the singular number includes the plural number and vice versa;

- (b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (c) reference to any gender includes the other gender;
- (d) reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
- (e) reference to any Legal Requirement means such Legal Requirement as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any Legal Requirement means that provision of such Legal Requirement from time to time in effect and constituting the substantive amendment, modification, codification, replacement, or reenactment of such section or other provision;
- (f) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof;
- (g) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;
- (h) "or" is used in the inclusive sense of "and/or";
- (i) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding";

(j) references to "day," rather than the defined term "Business Day," shall mean a calendar day; and

(k) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

Section 17.2 Legal Representation of the Parties. This Agreement was negotiated by the signatories hereto with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any signatory hereto shall not apply to any construction or interpretation hereof.

Section 17.3 Expenses. Except as otherwise provided in this Agreement, 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 Contemplated Transactions, 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.

Section 17.4 Public Announcements. Any public announcement, press release, or similar publicity with respect to this Agreement or the Contemplated Transactions will be issued, if at all, at such time and in such manner as the Parties shall mutually determine.

Section 17.5 Confidential Information.

(a) Restricted Use of Confidential Information. Subject to subsection (h) below, except as otherwise required by any Legal Requirement, each Receiving Party acknowledges the confidential and proprietary nature of the Confidential Information of the Disclosing Party and agrees that such Confidential Information to the extent allowed by law (i) shall be kept confidential by the Receiving Party; (ii) shall not be used for any

reason or purpose other than to evaluate and consummate the Contemplated Transactions; and (iii) without limiting the foregoing, shall not be disclosed by the Receiving Party to any Person, except in each case as otherwise expressly permitted by the terms of this Agreement or with the prior written consent of an authorized representative of LSU with respect to Confidential Information of LSU or the LGHS CEO with respect to Confidential Information of LGHS or the UHC CEO with respect to the Confidential Information of UHC. Each of LGHS, UHC, and LSU shall disclose the Confidential Information of the other Party only to its representatives who require such material for the purpose of evaluating the Contemplated Transactions and are informed by LSU, LGHS, or UHC, as the case may be, of the obligations of this Article with respect to such information. Each of LSU, LGHS, and UHC shall (i) enforce the terms of this Article as to its respective representatives; (ii) take such action to the extent necessary to cause its representatives to comply with the terms and conditions of this Article; and (iii) be responsible and liable for any Breach of the provisions of this Article by it or its representatives.

(b) Exceptions. Section 17.5(a) does not apply to that part of the Confidential Information of a Disclosing Party that a Receiving Party demonstrates (i) was, is, or becomes generally available to the public other than as a result of a Breach of this Article by the Receiving Party or its representatives; (ii) was or is developed by the Receiving Party independently of and without reference to any Confidential Information of the Disclosing Party; or (iii) was, is, or becomes available to the Receiving Party on a non-confidential basis from a third party not bound by a confidentiality agreement or any legal, fiduciary or other obligation restricting disclosure.

(c) Legal Proceedings. Subject to subsection (h) below, if a Receiving Party becomes compelled in any Proceeding or is requested by a Governmental Body having regulatory jurisdiction over the Contemplated Transactions to make any disclosure that is prohibited or otherwise constrained by this Article, that Receiving Party shall provide the Disclosing Party with prompt notice of such compulsion or request so that it may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Article. In the absence of a protective order or other remedy, the Receiving Party may disclose that portion (and only that portion) of the Confidential Information of the Disclosing Party that, based upon advice of the Receiving Party's counsel, the Receiving Party is legally compelled to disclose or that has been requested by such Governmental Body, provided, however, that the Receiving Party shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded by any Person to whom any Confidential Information is so disclosed. The provisions of this Section do not apply to any Proceedings among the Parties to this Agreement.

(d) Return or Destruction of Confidential Information. Except as required by any Legal Requirement, if this Agreement is terminated, each Receiving Party shall, to the extent allowed by law, (i) destroy all Confidential Information of the Disclosing Party prepared or generated by the Receiving Party without retaining a copy of any such material; (ii) promptly deliver to the Disclosing Party all other Confidential Information of the Disclosing Party, together with all copies thereof, in the possession, custody or control of the Receiving Party or, alternatively, with the written consent of the Disclosing Party, destroy all such Confidential Information; and (iii) certify all such destruction in writing to the Disclosing Party, provided, however, that the Receiving Party may retain a

list that contains general descriptions of the information it has returned or destroyed to facilitate the resolution of any controversies after the Disclosing Party's Confidential Information is returned.

(e) Attorney-Client Privilege. The Disclosing Party is not waiving, and will not be deemed to have waived or diminished, any of its attorney work-product protections, attorney-client privileges, or similar protections and privileges as a result of disclosing its Confidential Information (including Confidential Information related to pending or threatened litigation) to the Receiving Party, regardless of whether the Disclosing Party has asserted, or is or may be entitled to assert, such privileges and protections. The Parties (i) share a common legal and commercial interest in all of the Disclosing Party's Confidential Information that is subject to such privileges and protections; (ii) are or may become joint defendants in Proceedings to which the Disclosing Party's Confidential Information covered by such protections and privileges relates; (iii) intend that such privileges and protections remain intact should either party become subject to any actual or threatened Proceeding to which the Disclosing Party's Confidential Information covered by such protections and privileges relates; and (iv) intend that after the consummation of the Contemplated Transactions the Receiving Party shall have the right to assert such protections and privileges. No Receiving Party shall admit, claim, or contend, in Proceedings involving either Party or otherwise, that any Disclosing Party waived any of its attorney work-product protections, attorney-client privileges, or similar protections and privileges with respect to any information, documents or other material not disclosed to a Receiving Party due to the Disclosing

Party disclosing its Confidential Information (including Confidential Information related to pending or threatened litigation) to the Receiving Party.

(f) Trade Secret Protection. Any trade secrets of a Disclosing Party shall also be entitled to all of the protections and benefits under applicable trade secret law and any other applicable law. If any information that a Disclosing Party deems to be a trade secret is found by a court of competent jurisdiction not to be a trade secret for purposes of this Article, such information shall still be considered Confidential Information of that Disclosing Party for purposes of this Article to the extent included within the definition. In the case of trade secrets, each Party hereby waives any requirement that the other Party submit proof of the economic value of any trade secret or post a bond or other security.

(g) HIPAA Override. Notwithstanding anything to the contrary in this Agreement, any Confidential Information which constitutes "protected health information" as defined in HIPAA shall be maintained by the Parties in accordance with the provisions of HIPAA and the Health Information and Technology Act ("HITECH Act") and the rules and regulations promulgated thereunder, and such provisions, rules, and regulations shall take precedence over any other provisions of this Agreement governing Confidential Information to the extent there is a conflict between the terms of this Agreement and such provisions, rules, and regulations of HIPAA and the HITECH Act and each Party will act in accordance therewith.

(h) Public Records Request. The financial and other records created by, for or otherwise belonging to LGHS or UHC shall remain in the possession, custody, and control of LGHS and UHC, respectively, regardless of whether, or the method by which, LSU reviews and/or audits such records in connection with the rights and obligations of

this Agreement. LSU, LGHS, and UHC consider records of LGHS to be proprietary to LGHS, and records of UHC to be proprietary of UHC, and, to the extent that LGHS or UHC makes any such records or documents available to LSU, such records shall be clearly marked as confidential and/or proprietary to indicate its or their position that such records or documents are not public records. To the extent a public records request is received by LSU pursuant to La. R.S. 44:1, et seq. (the "Public Records Act") which may include documents marked as confidential and/or proprietary to LGHS or UHC, LSU will use its best efforts to give notice to LGHS or UHC, as applicable, that LSU has received such a public records request prior to producing any documents considered to be proprietary to LGHS or UHC, and if such notice cannot be provided to LGHS or UHC before LSU is required to produce such documents, LSU shall provide notice to LGHS or UHC, as applicable, as soon thereafter as possible. In the event that LGHS or UHC objects to the production and believes that the records are not subject to production pursuant to the Public Records Act, LGHS or UHC, as appropriate, will immediately so notify LSU in writing and take such action as LGHS or UHC deems necessary to protect the disclosure of such records. LGHS and UHC will defend, indemnify, and hold harmless LSU and its employees, officers, attorneys, and agents from and against any costs, expenses, liabilities, attorneys fees, losses, damages, fines, and/or penalties resulting from or relating to LSU's failure to produce such documents in response to a public records request.

Section 17.6 Notices. Except as otherwise provided in this Agreement, any notice, payment, demand, request, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be duly given by the applicable Party if personally

delivered to the applicable Party, or if sent 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: William L. Jenkins, President

With a copy to:

Taylor, Porter, Brooks & Phillips  
LLP  
8th Floor Chase Tower South  
451 Florida Street  
Baton Rouge, LA 70801  
Attention: Health Care Partner

**If to DOA:**

State of Louisiana, Division of  
Administration  
Claiborne Building, 7<sup>th</sup> Floor  
1201 N. Third Street  
Baton Rouge, LA 70802  
Attention: Commissioner

With a copy to:

State of Louisiana, Division of  
Administration  
P. O. Box 94004  
Baton Rouge, LA 70804-9004  
Attention: Elizabeth Baker Murrill,  
Esq.

**If to DHH:**

State of Louisiana, Department of Health  
and Hospitals  
628 N. Fourth Street  
P.O. Box 629  
Baton Rouge, Louisiana 70821-0629  
Attention: Secretary

With a copy to:

State of Louisiana, Department of  
Health and Hospitals  
628 N. Fourth Street  
P.O. Box 629  
Baton Rouge, Louisiana 70821-0629  
Attention: Stephen Russo, Esq.

**If to UHC:**

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

With a copy to:

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

**If to LGHS:**

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

With a copy to:

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

or to such other address as such Party may from time to time specify by written notice to the other Parties.

Any such notice 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.

Section 17.7 Jurisdiction; Service of Process. Any Proceeding arising out of or relating to this Agreement or any Contemplated Transaction may be brought in the Nineteenth Judicial District for the Parish of East Baton Rouge, Louisiana, or, if it can acquire jurisdiction, in the United States District Court for the Middle District of Louisiana; provided, however, that nothing herein is intended, nor shall it be deemed or interpreted, to waive any rights, privileges, or immunities available to any Party under the Eleventh Amendment. The Parties agree that any of them may file a copy of this Section 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 as set forth hereinabove. Process in any Proceeding referred to in the first sentence of this section may be served on any party anywhere in the world.

Section 17.8 Enforcement of Agreement; Legal Fees and Costs. Subject to the limitation on equitable or injunctive relief set forth in Section 14.4(c), each Party acknowledges and agrees that the other Parties would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any Breach of this Agreement by a Party could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which a Party may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary, and permanent injunctive relief to prevent Breaches or threatened Breaches of any of the provisions of this Agreement, without posting any bond or other undertaking. In the event that either Party elects to incur legal expenses to enforce or interpret any provision of this Agreement, the prevailing Party will be entitled to recover such legal expenses, including, without limitation, reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which such Party shall be entitled.

Section 17.9 Entire Agreement and Modification. This Agreement supersedes all prior agreements, whether written or oral, among the Parties with respect to its subject matter and constitutes (along with the other documents and Exhibits delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by LSU, DOA, DHH, LGHS and UHC.

Section 17.10 Assignments, Successors and No Third-Party Rights. No Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior

written consent of the other Parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section.

Section 17.11 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 17.12 Construction. The headings of Articles and Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Articles," and "Sections" refer to the corresponding Articles and Sections of this Agreement.

Section 17.13 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

Section 17.14 Governing Law. This Agreement will be governed by and construed under the laws of the State of Louisiana without regard to conflicts-of-laws principles that would require the application of any other law.

Section 17.15 Execution of Agreement. 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 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 shall be deemed to be their original signatures for all purposes.

Section 17.16 Compliance with Health Care Laws. This Agreement is intended to comply with all Health Care Laws and nothing herein is intended to require, nor shall the Agreement 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.

Section 17.17 Access to Records. To the extent that the services provided under this Agreement are deemed by the Secretary of the 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, shall make available, upon written request to the Secretary, the Comptroller, or any of their duly authorized representatives, this Agreement, 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 the Agreement 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 for the purpose of an audit or investigation relating directly to the provision of services under this Agreement, 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 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 this Agreement.

Section 17.18 Name and Trademark. Except as provided in this Agreement, no Party will use any other Party's name, symbol, or trademark in any marketing, advertising, or any other public communications without the prior written consent of such Party regarding the use of its name, symbol, or trademark.

Section 17.19 LGHS and UHC Not Intended to be Public Bodies. Nothing in this Agreement is intended, and it is not the intent of the Parties to cause or result in LGHS or UHC being considered a public or quasi-public body, governmental authority or subdivision thereof, other public entity, or otherwise subject to public inspection laws of the State and/or public audit or other disclosure procedures generally applicable to public bodies in the State.

Section 17.20 Legislative Auditor. It is hereby agreed that the State and/or the Legislative Auditor shall have the option of auditing all accounts of UHC which relate to this Agreement. Such audits shall be at the expense of the State or the Legislative Auditor and shall be done during customary business hours.

Section 17.21 Discrimination Clause. UHC agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment 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 UHC agrees to abide by the requirements of the Americans with Disabilities Act of 1990. UHC agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Section 17.22 Further Acts and Assurances. Each of the Parties shall, at any time and from time to time at and after the execution of this Agreement, upon reasonable request of another Party, take any and all steps reasonably necessary to consummate the Contemplated Transactions, 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 the Contemplated Transactions.

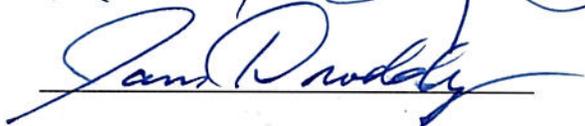
Section 17.23 Appropriation of Funds. Subject to the provisions of Section 9.14, all DOA, DHH, and LSU obligations under this Agreement to make payments of any kind are contingent obligations subject to appropriation by the Louisiana Legislature of sufficient funds appropriated therefor and the availability of funds following Legislative appropriation. DOA and LSU agree to make good faith best efforts to seek specific appropriation for such funds from the Louisiana Legislature, and DOA and LSU shall include in one or more of their annual budget requests, a request for the appropriation of funds for the purpose of making such payments pursuant to this Agreement. Notwithstanding the foregoing, this provision shall in no way limit LGHS's right to terminate this Agreement for lack of Required Funding pursuant to Section 14.6.

[Signatures on following page.]

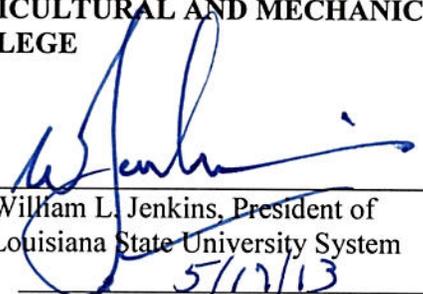
*Signature pages for Cooperative Endeavor Agreement by and between University Hospitals & Clinics, Inc.; Lafayette General Health System, Inc.; Board of Supervisors of Louisiana State University and Agricultural and Mechanical College; State of Louisiana through the Division of Administration; Louisiana Division of Administration; and Louisiana Department of Health & Hospitals.*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Witnesses:

  
\_\_\_\_\_  
  
\_\_\_\_\_

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

By:   
\_\_\_\_\_  
William L. Jenkins, President of  
Louisiana State University System  
Date: 5/17/13

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

**STATE OF LOUISIANA THROUGH THE  
DIVISION OF ADMINISTRATION**

By: \_\_\_\_\_  
Kristy Nichols, Commissioner  
Date: \_\_\_\_\_

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

**LOUISIANA DIVISION OF  
ADMINISTRATION**

By: \_\_\_\_\_  
Kristy Nichols, Commissioner  
Date: \_\_\_\_\_

*Signature pages for Cooperative Endeavor Agreement by and between University Hospitals & Clinics, Inc.; Lafayette General Health System, Inc.; Board of Supervisors of Louisiana State University and Agricultural and Mechanical College; State of Louisiana through the Division of Administration; Louisiana Division of Administration; and Louisiana Department of Health & Hospitals.*

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\_\_\_\_\_

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

By: \_\_\_\_\_  
William L. Jenkins, President of  
Louisiana State University System  
Date: \_\_\_\_\_

Witnesses:

*Elizabeth B. Muncie*  
\_\_\_\_\_  
*Portia Johnson*  
\_\_\_\_\_

**STATE OF LOUISIANA THROUGH THE  
DIVISION OF ADMINISTRATION**

By: *Kristy Nichols*  
\_\_\_\_\_  
Kristy Nichols, Commissioner  
Date: *5-17-13*

Witnesses:

*Elizabeth B. Muncie*  
\_\_\_\_\_  
*Portia Johnson*  
\_\_\_\_\_

**LOUISIANA DIVISION OF  
ADMINISTRATION**

By: *Kristy Nichols*  
\_\_\_\_\_  
Kristy Nichols, Commissioner  
Date: *5-17-13*

Witnesses:

Ginger Curtis  
Kim Oarden

**LAFAYETTE GENERAL HEALTH SYSTEM, INC.**

By: [Signature]  
Date: 5/17/13

Witnesses:

Ginger Curtis  
Kim Oarden

**UNIVERSITY HOSPITAL & CLINICS, INC.**

By: [Signature]  
Date: 5/17/13

The undersigned joins in execution of this Agreement solely for purposes of consenting and agreeing to the terms set forth in Sections Article VII, Article X, Article XVII, and Sections 13.1 and 13.2.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

**LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS**

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

**LAFAYETTE GENERAL HEALTH  
SYSTEM, INC.**

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Witnesses:

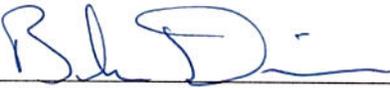
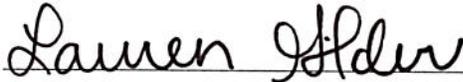
\_\_\_\_\_  
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**UNIVERSITY HOSPITAL & CLINICS,  
INC.**

By: \_\_\_\_\_  
Date: \_\_\_\_\_

The undersigned joins in execution of this Agreement solely for purposes of consenting and agreeing to the terms set forth in Sections Article VII, Article X, Article XVII, and Sections 13.1 and 13.2.

Witnesses:

  
\_\_\_\_\_  
  
\_\_\_\_\_

**LOUISIANA DEPARTMENT OF  
HEALTH AND HOSPITALS**

By:   
Date:   
\_\_\_\_\_

## APPENDIX I DEFINITIONS

"Academic Affiliation Agreement" or "AAA" means the agreement between UHC and LSU setting forth terms and conditions upon which LSU and UHC will collaborate to strengthen LSU, the Hospital, and their respective programs.

"ACGME" means the Accreditation Council for Graduate Medical Education.

"Affiliate" means a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, another Person. "Control" (including the term "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of management policies of a Person, whether through membership in a non-profit corporation, appointment of the board of directors or board of supervisors, ownership of voting securities, by contract, as trustee or executor, or otherwise.

"Agreement" or "CEA" means this Cooperative Endeavor Agreement among the LSU, UHC, LGHS, DOA, and DHH.

"Benefit Plans" means any pension, retirement, savings, disability, medical, hospital, surgical, dental, optical, or other health plan (including such benefits that are provided through insurance or a health maintenance organization), life insurance (including any individual life insurance policy as to which LSU makes premium payments whether or not LSU is the owner, beneficiary or both of such policy) or other death benefit plan (including accidental, death insurance), profit sharing, present or deferred compensation, employment consulting, termination of employment, change-in-control, retention stock option, bonus or other incentive plan, excess benefit plan vacation benefit plan, holiday, sick pay, severance plan, "golden parachute", prepaid legal services, day care, employee assistance (referral) benefits, cafeteria plan, scholarship, or educational benefit, supplemental unemployment, expense reimbursement, medical service discount, any fringe benefits referenced in Section 132 of the Code or other employee benefit plan or arrangement (whether written or arising from custom) to which LSU is a party or by which LSU or any of the Hospitals (or any of its rights, properties or assets) is bound, or with respect to which LSU has made payments, contributions or commitments or may otherwise have any liability (including any such plan or arrangement formerly maintained by LSU), but in either case, which provide benefits to one or more employees, former employees or non-employees service providers of LSU, including without limit Employees, or any of their respective dependents or beneficiaries.

"Bonus Cap" means \$4,500,000 for the State fiscal year ending June 30, 2014. For each State fiscal year thereafter, the Bonus Cap shall be increased by the sum of (i) the Bonus Cap previously in effect, and (ii) the product of such previous Bonus Cap multiplied the percentage by which the MCPI published for the last month of the immediately preceding State fiscal year shall have increased over the MCPI figure published for the month that is twelve months before such date, if there was an increase, and otherwise 1.0, with such sum being the new Bonus Cap.

"Breach" means any action, inaction, omission, or other act of a Party that results in that Party's failure to perform or comply with any covenant or obligation in or of this Agreement or any other document or agreement delivered pursuant to this Agreement, or any inaccuracy in any representation or warranty in this Agreement or any other document or agreement delivered pursuant to this Agreement, or any event which with the passing of time or the giving of notice, or both, would constitute such a breach, inaccuracy or failure.

"Business Days" means Monday through Friday of each week, excluding legal holidays.

"CMS" means the Centers for Medicare/Medicaid Services (CMS), an agency of the U.S. Department of Health and Human Services.

"Code" or "IRC" means the Internal Revenue Code of 1986.

"Collaborative Residency Positions" shall have the meaning as set forth in Section 2.1(d).

"Commencement Date" means 12:00:01 a.m. on June 24, 2013, the date on which UHC assumes operation and management of the Hospital.

"Confidential Information" includes, to the extent allowed by law, any and all of the following information of any Party that has been or may hereafter be disclosed in any form, whether in writing, orally, electronically or otherwise, or otherwise made available by observation, inspection or otherwise by any Party or its Representatives (collectively, a "Disclosing Party") to the other party or its Representatives (collectively, a "Receiving Party"):

- (i) all information that is a trade secret under applicable trade secret or other law;
- (ii) all information concerning product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer hardware, software and computer software and database technologies, systems, structures and architectures;
- (iii) all information concerning the business and affairs of the Disclosing Party (which includes historical and current financial statements, financial projections and budgets, tax returns and accountants' materials, historical, current and projected sales, capital spending budgets and plans, business plans, strategic plans, marketing and advertising plans, publications, client and customer lists and files, contracts, the names and backgrounds of key personnel and personnel training techniques and materials, however documented), and all information obtained from review of the Disclosing Party's documents or property or discussions with the Disclosing Party regardless of the form of the communication; and
- (iv) all notes, analyses, compilations, studies, summaries and other material prepared by the Receiving Party to the extent containing or based, in whole or in part, upon any information included in the foregoing.

"Consultative Process" means an open, good faith dialogue among the appropriate individuals designated or identified by each Party on breaches, disputes or issues of concern to or affecting the transactions contemplated by the Agreement. Unless this Agreement provides that the Consultative Process is to proceed automatically, the Consultative Process shall commence upon receipt of written notice from the Party requesting the Consultative Process by the other Party.

"Contemplated Transactions" means a series of transactions involving the Parties to the CEA, including (i) UHC's lease of the Facility and furniture, fixtures, and equipment, (ii) the purchase of consumable inventory and accounts receivable; (iii) transition of the Hospital from LSU to UHC; and (iv) UHC's support of the academic, clinical and research missions offset forth in the CEA.

"Core Services" means those core health care services that are described in Article III, Section 3.4, and identified in the Academic Affiliation Agreement.

"Required Funding Worksheet" is the funding worksheet attached as Exhibit 7.1(a)(i) to this Agreement.

"Cure Period" means a sixty (60) day period of time during which a Party may attempt to cure an asserted Breach.

"Damages" shall have the meaning set forth in Section 16.2(c).

"DHH" means the Louisiana Department of Health and Hospitals.

"DHH Funding Calculations" means the calculations of the Required Program Funding prepared by DHH, as described in Article VII, Section 7.1(d)(ii).

"Disclosing Party" has the meaning set forth in the definition of "Confidential Information."

"DOA" means the State of Louisiana through the Louisiana Division of Administration.

"DOC" means the Louisiana Department of Public Safety and Corrections.

"Effective Date" means the date that this Cooperative Endeavor Agreement becomes effective and enforceable.

"Encumbrance" means any lien, claim, charge, security interest, mortgage, deed of trust, pledge, easement, option, limitation on use, conditional sale or other title retention agreement, defect in title or other restrictions of a similar nature.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"Excluded Provider" means an individual or entity who or that is excluded from participating in any state or federal health care program pursuant to 42 U.S.C. § 1320a-7.

"Facility" means the current facilities located in Lafayette, Louisiana in which the Hospital and its clinics are operating.

"Force Majeure" shall mean any(i) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard and other adverse and inclement weather, fire, explosion, flood, act of a public enemy, war, blockade, insurrection, riot or civil disturbance; (ii) labor dispute or strike; or (iii) order or judgment of any governmental authority, if not the result of willful or negligent action of a Party, any of which results in loss, delay or inability of any party to perform the obligations hereunder.

"GME" means graduate medical education.

"GME Program" means graduate medical education programs generally.

"GME Program Start Date" shall mean July 1, 2013.

"Governmental Authorization" means any consent, license, registration or permit issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement for operation of the Hospital.

"Governmental Agencies" means any United States or Louisiana agency or instrumentality.

"Governmental Body" or "Governmental Bodies" means any:

nation, state, county, city, town, borough, village, district or other jurisdiction;

federal, state, local, municipal, foreign or other government;

governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers);

multinational organization or body;

body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or

official of any of the foregoing.

"Health Care Laws" means all federal, state or local laws, statutes, codes, ordinances, regulation manuals or principles of common law relating to healthcare regulatory matters, including without limitation, (i) 42 U.S.C. §§ 1320a-, 7a and 7b, which are commonly referred to as the "Federal Anti-Kickback Statute"; (ii) 42 U.S.C. § 1395nn, which is commonly referred to as the "Stark Law"; (iii) 31 U.S.C. §§ 3729-3733, which is commonly referred to as the "Federal False Claims Act"; (iv) Titles XVIII and XIX of the Social Security Act, implementing regulations and program manuals; and (v) 42 U.S.C. §§ 1320d-1320d-8 and 42 C.F.R. §§ 160, 162 and 164, which is commonly referred to as HIPAA; (vi) 42 U.S.C. §§ 1395dd, et. seq., which is commonly referred to as the "Emergency Medical Treatment and Active Labor Act" (EMTALA).

"HIPAA" means the Health Information Protection and Portability Act of 1996, as amended.

"HITECH Act" means the Health Information and Technology for Economic and Clinic Health Act, as amended.

"Hospital" means the patient care and business operations of University Medical Center in Lafayette, Louisiana, bearing Medicare Provider Number 190006.

"Inadequate Funding" means failure by DHH to pay to UHC or LGMC the Required Funding when required by this Agreement.

"Indemnified Person" shall mean the Person entitled to indemnity under this Agreement.

"Indemnifying Person" means the Person obligated to indemnify another Party under this Agreement.

"Indigent Care Services" means health care services provided to Medically Indigent persons.

"IRC" means the Internal Revenue Code.

"Joint Commission" or "JC" means The Joint Commission responsible for accreditation of hospitals and other health care organizations.

"Key Service Baseline" means the baseline of services in the Key Service Lines provided by the Hospital on the Commencement Date as described in Article III, Section 3.5.

"Key Service Lines" means those service lines described in Article III, Section 3.5 and identified in the Academic Affiliation Agreement.

"Knowledge" means an individual will be deemed to have Knowledge of a particular fact or other matter if:

- (i) that individual is actually aware of that fact or matter; or
- (ii) a prudent individual could be expected to discover or otherwise become aware of that fact or matter in the course of conducting a reasonably comprehensive investigation regarding the accuracy of any representation or warranty contained in this Agreement.
- (iii) A Person (other than an individual) will be deemed to have Knowledge of a particular ~~fact or other matter if any individual who is serving, or who has at any time served,~~ as a director, officer, partner, executor or trustee of that Person (or in any similar capacity) has, or at any time had, Knowledge of that fact or other matter (as set forth in (i) and (ii) above), and any such individual (and any individual party to this Agreement) will be deemed to have conducted a reasonably comprehensive investigation regarding the accuracy of the representations and warranties made herein by that Person or individual.

"Layoff Plan" means the layoff plan filed by LSU with the Louisiana Civil Service Commission regarding the layoff of LSU Personnel.

"Leased Premises" means all property set forth in the Master Hospital Lease and the Sublease.

"Legal Requirement" means any federal, state, local, municipal, foreign, international, multinational or other constitution, law, ordinance, principle of common law, code, regulation, statute or treaty, including without limitation Health Care Laws.

"Legislature" means the Senate and House of the Louisiana Legislature.

"LGHS" means Lafayette General Health System, Inc.

"Liability" means with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"LSU" or "LSU Board of Supervisors" means the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

"LSU GME Program" means Graduate Medical Education programs that will be operated at the Hospital and are listed on Schedule 2.1 hereto.

"LSU Personnel" means the Hospital employees to be laid off as LSU employees as of the Commencement Date, subject to the approval of the Louisiana Civil Service Commission.

"Major Teaching Hospital" means a hospital that meets one of the following criteria:

- (i) Be a major participant in at least four approved medical residency programs of which at least two of the programs shall be in medicine, surgery, obstetrics and gynecology, pediatrics, family practice, emergency medicine, or psychiatry; or
- (ii) Maintain an intern and resident full-time equivalency of at least twenty filled positions with an approved medical residency program in family practice located more than one hundred fifty miles from the medical school accredited by the Liaison Committee on Medical Education.

"Master Collaborative Agreement" or "MCA" means the agreement among LSU, UHC, and LGHS addressing matters related to the Contemplated Transactions and involving ancillary agreements pertaining to same, as set forth more fully in Article VIII hereof.

"Master Hospital Lease Agreement" means the lease agreement among LSU and UHC for the Facility and any other properties described in the lease agreement attached as Exhibit 4.1(a) of this Agreement.

"Material Adverse Effect" means any action or inaction that, in the context of this Agreement as a whole, would prevent or significantly impair a Party's ability to meet its own obligations in this Agreement.

"MCPI" means the Consumer Price Index for Medical Care Services published by the United States Department of Labor, Bureau of Labor Statistics, in which 1982-1984 equals one hundred (100). If the MCPI is discontinued or revised during the term of this Agreement, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the MCPI had not been discontinued or revised.

"Medically Indigent" means any person whose income is below two hundred percent of the federal poverty level and who is uninsured.

"Methodology Adjustment Notice" means written notice from one Party to another Party requesting modification of the Required Funding Worksheet.

"Office of Risk Management" means the Office of Risk Management within the DOA.

"Order" means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Body or arbitrator.

"Party" or "Parties" means LSU, UHC, LGHS, DOA and DHH.

"Permitted Joint Venture" means a joint venture or partnership entered into by UHC that does not result in a change of control of UHC, that has no Material Adverse Effect on the Contemplated Transactions, and that is required by its written terms to be operated subject to the terms and conditions of this CEA.

"Person" means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Governmental Body.

"Potential Terminating Breaches" means those asserted Breaches that may result in termination of the CEA if not cured pursuant to the process provided in Article XIV, Term and Termination.

"Proceeding" means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator. "Required Funding" means the level of funding described in Article VII.

"Provider Numbers" shall mean all numbers or other identifying designations issued or assigned to a provider for purposes of a provider agreement, reimbursement or other payment or claims processing, including without limitation provider numbers as designated for purposes of Medicare, Medicaid, CHAMPUS or other governmental or third party payer programs.

"Public Purpose" means the purpose the Parties seek to accomplish through this Cooperative Endeavor Agreement, specifically, to create an academic medical center in which the Parties continuously work in collaboration and are committed and aligned in their actions and activities, in accordance with a sustainable business model, to serve the State: (i) as a site for graduate medical education, capable of competing in the health care marketplace, with the goal of

enriching the State's health care workforce and their training experience; (ii) in fulfilling the State's historical mission of assuring access to Safety Net Services to all citizens of the State, including its Medically Indigent, high risk Medicaid and prisoner populations, and (iii) by focusing on and supporting the Core Services and Key Service Lines necessary to assure high quality medical education training and access to Safety Net Services.

"Receiving Party" has the meaning set forth in the definition of "Confidential Information."

"Residency Caps" has the meaning set forth in the recitals above.

"Residency Positions" has the meaning set forth in the recitals.

"Required Program Funding" and "Required Funding" mean payments made by DHH to UHC or LGHS affiliates as described in Article VII and the Required Funding Worksheet, the Efficiency Bonus Worksheet, and the Maximum Funding Worksheet.

"Safety Net Services" means health care services which are important to the health of the citizens of the State and to which they may not otherwise have access, including, without limitation, the Core Services, whether such lack of access is due to the financial resources available to the patient, lack of availability of the service through alternative providers in the community, or other reason.

"State" means the State of Louisiana.

"Termination Notice" means written notice by a non-breaching Party to the other Parties of the non-breaching Party's intent to terminate this CEA.

"Third Party Claim" means any claim against any Indemnified Person by a third party, whether or not involving a Proceeding.

"UHC" means University Hospital and Clinics, Inc.

"UHC Charity Care Policy" means the policy attached as Exhibit 3.1 to this CEA.

"UHC UCC" means the costs incurred by UHC for the provision of health care services to the Hospital's Medicaid and self-pay / uninsured patients in a given State fiscal year.

~~"Wind Down Commencement Date" means Wind Down Commencement Date on which the Wind Down Period commences. This date shall be the date on which a written notice to terminate this Agreement is received by the non-terminating Party, provided however, that the applicable Cure Period, Consultative Process, and Executive Level Negotiations, as applicable or required, have ended without resolution.~~

"Wind Down Payments" means the Required Program Funding from DHH to UHC or a LGHS affiliate during the Wind Down Period.

"Wind Down Period" shall have the meaning as set forth in Section 14.9.

