

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of January 16, 2015 (the "Effective Date"), by and between BAYLOR ALL SAINTS MEDICAL CENTER ("Hospital"), and HEALTHY TARRANT COUNTY COLLABORATION ("HTCC"). For purposes of this Agreement, Hospital and HTCC are each a "Party" and collectively they are the "Parties."

RECITALS:

A. Hospital is a licensed acute care hospital serving the residents (including the indigent residents) of the communities in its service area by providing or arranging to provide certain health care services, including, without limitation, oncology services, regardless of whether the patient has an attending physician or the ability to pay for some or all of the services rendered; and

B. HTCC is a Texas non-profit organization composed of hospitals, public health organizations and universities that promotes community health in Tarrant County; and

C. The Fort Worth Adolescent and Young Adult Oncology Coalition ("FWAYAOC") is a division of HTCC and is composed of health care organizations, oncology providers, foundation and concerned individuals, and is focused on ensuring adolescents and young adults receive the highest quality, age-appropriate oncology care, including, among other things, initiatives to develop facilities that provide oncology-related services; and

D. HTCC, by and through the FWAYAOC, wishes to develop an inpatient young adult oncology unit in the Fort Worth, Texas community, the purpose of which is to provide gold-standard, age-appropriate medical and psychosocial care to the young adult patients in the community; and

E. FWAYAOC selected Hospital to house the adolescent and young adult oncology unit ("Unit"), and wishes to collaborate with Hospital on the creation and operation of the Unit; and

F. By this MOU, the Parties desire to express, in writing, their intentions, interim agreements and understandings with respect to the creation and operation of the Unit.

AGREEMENTS:

1. **Name:** Unless otherwise agreed to by the Parties or dictated by the terms of a gift for the benefit of the Unit, the Unit shall be named "*The Fort Worth Adolescent and Young Adult Oncology Coalition Unit.*" For location identification purposes, the Unit shall be referred to as "*The Fort Worth Adolescent and Young Adult Oncology Coalition Unit at Baylor All Saints Medical Center.*"

2. **Collaboration:** The Parties agree to collaborate during the development phase to bring the Unit to fruition and to achieve the goals of the Unit for the duration of this MOU. The Parties will utilize their respective assets (which the Parties acknowledge may be both monetary and non-monetary) and experience to achieve this purpose.

3. **Roles and Responsibilities:** The Parties agree that they will take on the following general roles and responsibilities to achieve this MOU's purpose:

- a As the creator of the concept of the Unit, HTCC, by and through FWAYAOC, will be responsible for, among other things, providing the overarching vision for the Unit, providing access to its international connections with adolescent and young adult oncology care specialists, and providing resources it has developed in the Dallas-Fort Worth community.
- b As the development partner and operator of the Unit, Hospital will be responsible for operating the Unit as an inpatient department of the Hospital and providing, among other things, certain financial support for the Unit, physical space and personnel, and competent patient care in accordance with State and Federal law, applicable accreditation standards, and Hospital's policies and procedures.

4. **Unit Development Process:** In order to develop more detailed plans and procedures to develop and operate the Unit, the Parties agree to provide members and leaders to serve on Unit committees and teams as set forth in Section 5 below to collaborate on, among other things:

- a the physical design of the Unit;
- b development of Unit staffing and operation plans, policies and procedures;
- c fundraising plans and opportunities to support the capital and operational needs of the Unit;
- d marketing and media strategy to promote the Unit in the communities served by Hospital and FWAYAOC; and
- e procedures to evaluate and improve quality of care, patient satisfaction, best practices, and resource and space utilization in the Unit.

5. **Unit Committee Creation and Composition.** The Parties agree to create the following committees, comprised of both Hospital and FWAYAOC representatives, to oversee and direct the creation and operation of the Unit:

- a **Leadership Committee.** The Leadership Committee will be comprised of Hospital and FWAYAOC leaders and will serve to guide and direct the Steering Committee, including the selection of Chairs and Co-Chairs of the Steering Committee and the various subcommittees and teams reporting the Steering Committee.
- b **Steering Committee.** The Steering Committee shall serve to integrate the various tasks of the Implementation Teams. The Steering Committee shall be comprised of members of the Leadership Committee and the chairs and sub-chairs of Subcommittees.
- c **Implementation Teams:** There shall be five (5) Implementation Teams: Facility, Operations, Fund Raising, Marketing and General. Each Implementation Team shall be comprised of Co-Chairs and individuals from both the Hospital and FWAYAOC, and selected by the Leadership

Committee. A Hospital representative shall serve as a Co-Chair of the Facility, Operation and Fund raising teams.

- d Meeting and Communication Requirements: The Leadership Committee shall meet every two (2) weeks. The Steering Committee shall meet once a month. The Implementation Teams shall meet as often as necessary. Minutes shall be kept by designated person at each called meeting and shall be submitted in a timely fashion.

6. Definitive Agreements: The Parties agree that this MOU is intended to reflect a binding, interim agreement with respect to the Unit; however, the Parties agree that it will be necessary and appropriate to prepare, negotiate and execute a formal definitive agreement (or agreements) (collectively, the “**Definitive Agreements**”) which contain provisions addressing the items and issues contained herein, as well as other terms, conditions, representations, and warranties are customary to similar arrangements and which are reasonably acceptable to the Parties as soon as reasonably practical following execution of this MOU. No funds shall be placed in a joint venture account, no construction shall occur, and no staff shall be hired until such agreement has been executed.

7. Conflict Resolution/Termination: In event of conflict or disagreement, the aggrieved Party will give written notice to the other Party. Within thirty (30) of receipt of such notice, the Leadership Committee will meet to discuss and attempt to resolve the conflict or disagreement. If the Leadership Committee cannot resolve the conflict or disagreement, either Party may terminate this MOU by giving written notice to the other Party, which termination will not be effective until at least thirty (30) after receipt of such notice of termination. In the event that either Party terminates this MOU, the Parties shall immediately return all Confidential Information (as defined in Section 8 below) belonging to the other Party.

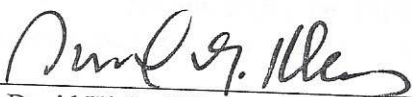
8. Confidentiality. The Parties acknowledge that they will provide and will have access to, use, and, benefit from, certain confidential, proprietary and trade secret materials and information of Hospital and HTCC, and that such information is important, material and gravely affects the effective and successful conduct of the business and goodwill of the other Party. Such information may include, without limitation, financial information; marketing, development, and demographic information; patient, customer and supplier lists and related information; medical records and other patient clinical data; pricing information and fee schedules; business plans, projections and strategies; contracting and managed care strategies and information; past and present methods, procedures and techniques used in conducting and enhancing operations; salary, compensation, and personnel information; compilations of records, information and processes, and other materials, records and/or information of a proprietary nature (collectively, “**Confidential Information**”). Accordingly, the Parties expressly agree that during the term of this Agreement and at any time after the termination, expiration or nonrenewal of this MOU, they shall not, in any fashion, form or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm, corporation or other entity any Confidential Information, or any other information of any kind, nature or description obtained in the course of the collaboration described in this MOU, the use or disclosure of which would be contrary to the best interests of the other Party, its members, officers, directors, employees and affiliates. The Parties further agree that during the term of this MOU, and at any time after the termination, expiration or nonrenewal of this MOU, they shall neither take nor retain, without the prior written consent of the other Party, any papers, slides, data, records, patient lists, files, computer discs, research data or other demographic analysis, or other documents or copies thereof or proprietary compilations

of such information or other Confidential Information of any kind belonging to the other Party. The Parties acknowledge and agree that the disclosure of Confidential Information to other persons would result in hardship, loss, irreparable injury and damage to the other Party and that the Parties have a legitimate interest in protecting the Confidential Information and their goodwill. Without limiting other possible remedies for the breach of this covenant, the Parties agree that injunctive or other equitable relief shall be available to enforce this. The Parties shall ensure that all employees, agents, and other persons under their control who participate in the work described in this MOU comply with this Confidentiality provision.

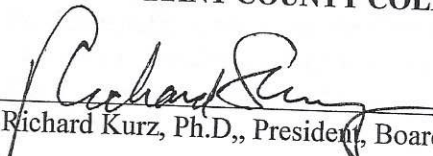
9. **Compliance with Laws.** The Parties enter into this MOU for the purpose of expanding and improving the quality and availability of necessary medical care to patients in the community, and believe that the terms of the relationship established hereunder are necessary and appropriate to accomplish the same. The Parties further intend this MOU to be a binding, interim arrangement which governs their relationship until execution of the Definitive Agreements and that the Definitive Agreements, once negotiated, will not contain any terms which reflect or are based on, in whole or in part, the volume or value of referrals or business generated by HTCC or FWAYAO for Hospital during the MOU's interim term. The Parties hereby acknowledge their intent and belief that the terms contained herein and the benefits bestowed hereunder reflect arms-length negotiations and fair value based upon the charitable nature of the relationship and the goals to be achieved by the Parties hereunder. As such, and notwithstanding any unanticipated effect of any provision of this MOU or any of the Definitive Agreements contemplated herein, neither Party will knowingly or intentionally conduct itself in such a manner as to violate any applicable federal or state law, including the federal Stark Law (42 USC §1395mm, including its implementing regulations); the federal Anti-Kickback Statute (42 USC §1320a-7b(b) and its implementing regulations); or the IRS Rules on Tax-Exemption of Charitable Entities (IRC §501(c)(3), and its implementing regulations). In the event any court or administrative agency of competent jurisdiction determines that this MOU violates any of such statutes or regulations, or that the value or benefits hereunder exceed reasonable value or benefits for purposes of any limitations applicable to tax-exempt entities, then the Parties agree to take such actions as necessary to amend this MOU to comply with the applicable statutes or regulations.

10. **Governing Law.** This MOU will be governed by and construed in accordance with the laws of the State of Texas.

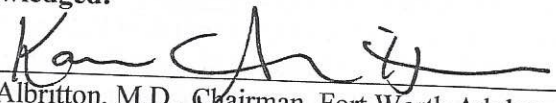
BAYLOR ALL SAINTS MEDICAL CENTER

By: 
David Klein, M.D., President

HEALTHY TARRANT COUNTY COLLABORATION

By: 
Richard Kurz, Ph.D., President, Board of Directors

Acknowledged:


Karen Albritton, M.D., Chairman, Fort Worth Adolescent and Young Adult Oncology Coalition