

**ACADEMIC AND CLINICAL
COLLABORATION AGREEMENT**

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ACADEMIC AND CLINICAL COLLABORATION AGREEMENT

THIS ACADEMIC AND CLINICAL COLLABORATION AGREEMENT is made and entered into as of the Effective Date by and between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“**LSU**”), a Louisiana constitutional corporation, Ochsner Clinic Foundation, d/b/a Ochsner Health System (“**Ochsner**”), a Louisiana nonprofit corporation, and Ochsner LSU Health System of North Louisiana, a Louisiana nonprofit corporation created for the purpose of effecting this Agreement between LSU and Ochsner (“**OLHS-NL**”). LSU, Ochsner and OLHS-NL may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS:

- A. LSU is a constitutional corporation and land-grant public university established in 1853 and is tax-exempt as a governmental unit under Section 115 of the Code.
- B. LSU operates and administers the affairs of HSC-S, which is comprised of the Medical School, School of Allied Health and School of Graduate Studies, as educational institution of LSU.
- C. Achievement of the three-part academic, research and clinical HSC-S Mission requires strong clinical and administrative leadership, a committed and engaged faculty and staff, and first-class education, research and clinical facilities all functioning in unison in an academic medical center setting.
- D. Ochsner is a tax-exempt organization within the meaning of Section 501(c)(3) of the Code.
- E. The HSC-S Mission and the Ochsner Mission are both consistent and complementary in their goals of providing high quality medical education, research and clinical care in support of the Shared Mission.
- F. OLPG is a nonprofit corporation that prior to the Commencement Date operated as the practice plan of the Medical School faculty under a Memorandum of Understanding through which the FGP contracted with HSC-S for clinical and other services of HSC-S Physicians and HSC-S Practitioners.
- G. As of the Commencement Date, the governance documents of OLPG will be amended and restated to, among other things, establish OLHS-NL as the sole member of OLPG, the Memorandum of Understanding between HSC-S and OLPG will be terminated, and HSC-S and Ochsner LSU Physician Group will enter into the Faculty Services Agreement, pursuant to which OLPG shall have the rights (a) to all of the time allocated to HSC-S Physicians and HSC-S Practitioners for providing Services that are not Carve-Out Services and (b) to bill and collect, and other contractual rights to reimbursement, for all such Services, all as set forth in detail in the FSA.

- H. LSU, the State, acting through the DOA, BRF and BRFHH entered into the BRF CEA pursuant to which BRFHH, through the Hospital Subsidiaries, leased and assumed the operations of the Hospitals.
- I. Pursuant to the Membership Interest Transfer Agreement, BRF will transfer its membership interests in BRFHH (which will be renamed Ochsner LSU Hospitals L.L.C.) and the Hospital Subsidiaries (which will be renamed OLH Shreveport L.L.C., and OLH Monroe, L.L.C, respectively), to OLHS-NL and, as a result of thereof, OLHS-NL shall indirectly own and operate the Hospitals through the Hospital Subsidiaries.
- J. LSU and Ochsner recognize that that neither the AMC as a whole nor any single AMC Component can achieve its goals without the full support and cooperation of the other AMC Components, and that for both the academic and clinical enterprises to succeed and for the AMC to reach its full potential, it is necessary for LSU and Ochsner to work together in a collaborative and integrated manner.
- K. LSU and Ochsner have agreed to, and the State has approved, a new organizational, governance and financial structure that brings together (a) HSC-S's expertise in education, research and clinical care, and (b) Ochsner's expertise in the management of hospitals and physician practices, in an integrated, cooperative and collaborative partnership to improve the clinical and financial performance of the AMC and each of its Components through a market-competitive health system serving the citizens of north Louisiana. HSC-S is a state-owned educational institution and will remain so following the creation of this partnership. This partnership is not intended to and does not change the ownership or authority of the State or LSU with regard to HSC-S.
- L. BRF, BRFHH, LSU and the State have agreed to terminate the BRF CEA effective[_____], 2018, and LSU and Ochsner are committed to implementing a new public/private partnership model to serve the citizens of north Louisiana beginning on the Commencement Date consistent with the Shared Mission.
- M. LSU and Ochsner have agreed to, and the State has approved, a new organizational, governance and financial structure in the form of OLHS-NL, for the operations of the Hospitals and OLPG that is intended to integrate the clinical activity and align the financial incentives of the Hospitals and HSC-S Physicians for the benefit of the AMC, including the Medical School, and to better serve the Shared Mission in the Service Area and the Collaboration Area.
- N. LSU and Ochsner will each appoint an equal number of directors to the OLHS-NL Board to oversee, coordinate, and manage the OLHS-NL's activities. To that end, OLHS-NL will bring together clinical and administrative leadership from LSU and Ochsner to jointly provide oversight and management to OLHS-NL, with the expectation that, among other goals and objectives, the partnership will

lead to improved overall clinical and financial performance and additional financial benefits for the AMC and each AMC Component.

- O. OLHS-NL is or will become a tax-exempt organization within the meaning of Section 501(c)(3) of the Code that will oversee both the clinical activity of HSC-S Physicians and HSC-S Practitioners through OLPG and the operations of the Hospitals through OLH and the Hospital Subsidiaries.
- P. As set forth in the OLHS-NL Governance Documents, OLHS-NL will be managed, pursuant to a delegation by the OLHS-NL Board of certain powers, by a Joint Management Committee and CEO and CMO under the Dyad Model.
- Q. LSU and Ochsner are fully committed to Shreveport and the surrounding area as the primary locations of the Medical School, including its academic programs for medical students, residents and fellows, with additional activity in Monroe and throughout the Service Area.
- R. Ochsner, through its wholly-owned subsidiary Ochsner Clinic LLC, will create the North Louisiana Department to employ or contract with Ochsner Physicians. Ochsner Clinic LLC will bill and collect for the services provided by the Ochsner Physicians within the North Louisiana Department, provided that the revenues and expenses of the Ochsner Physicians within the North Louisiana Department shall be allocated by Ochsner Clinic LLC to OLHS-NL in accordance with Section 2.3.4.
- S. To achieve the Shared Mission, LSU and Ochsner seek to integrate the clinical activity and align the financial incentives of the OLPG, the Hospital Subsidiaries, and Ochsner Physicians, as well as all other associated clinical activities, through joint oversight under the Dyad Model.
- T. Among the purposes of the Collaborative are to improve the clinical and financial performance of all AMC Components in a patient-centered, efficient, cost-effective and market-competitive manner that does not compromise, but rather promotes, the HSC-S Mission, the Ochsner Mission and the Shared Mission.
- U. To further the purposes of the Collaborative, HSC-S, OLHS-NL, the Hospital Subsidiaries, OLPG, and the North Louisiana Department will work together to promote the performance of medical services within OLHS Facilities.
- V. LSU's agreement to participate in the Collaborative is conditioned upon fulfillment of the terms and conditions of this Agreement, including, without limitation, increased roles for HSC-S Physicians in decisions regarding Hospital and associated clinical activity operations and increased financial benefits to HSC-S, consistent with the Shared Mission.
- W. Ochsner's agreement to participate in the Collaborative is also conditioned upon fulfillment of the terms and conditions of this Agreement, including, without limitation, HSC-S's commitment to work with Ochsner to grow the AMC and the

overall clinical enterprise in a patient-centered, efficient, cost-effective and market-competitive manner consistent with the Shared Mission.

- X. LSU, the State, and OLHS-NL are parties to the New CEA for support of the Hospitals and associated outpatient clinical activities and the public purpose set forth therein.
- Y. This Agreement establishes the overall framework for the Collaborative and includes terms and conditions applicable across all of the Collaborative Agreements.

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

DEFINITIONS

“Academic Affiliation Agreement” or **“AAA”** means the Academic Affiliation Agreement between OLHS-NL and HSC-S pursuant to which OLHS-NL will provide financial support for HSC-S Medical Education Programs including, without limitation, resident salaries and benefits, house officer accommodations needed to satisfy ACGME requirements such as a resident lounge, professional, technical and clerical support for graduate medical education, and other items and services required for HSC-S to operate Medical Education Programs at the Hospitals.

“Academic Medical Center” or **“AMC”** for purposes of this Agreement means the overall academic and clinical enterprise comprised of HSC-S, HSC-S Physicians and the Hospitals, which are intended to serve as HSC-S’s primary teaching hospitals and the primary sites at which the Parties will work to achieve the HSC-S Mission, the Ochsner Mission and the Shared Mission.

“ACGME” means the Accreditation Council for Graduate Medical Education.

“Adequate Public Funding” means the amount of annual public funding the parties to the New CEA have agreed pursuant to the New CEA to be adequate for the Collaborative to fulfill the Public Purpose as defined in the New CEA.

“Adjunct Academic Appointment” means the appointment of an Ochsner Physician or other non-HSC-S Physician to serve as a member of the HSC-S faculty in accordance with the terms and conditions of Section 5.2 below of this Agreement.

“Administrative Manager” means Ochsner or an Affiliate of Ochsner that will provide back-office functions and other administrative support to OLPG pursuant to the Administrative Services Agreement.

“Administrative Services Agreement” or **“ASA”** means the Administrative Services Agreement pursuant to which OLPG will contract with Ochsner or an Ochsner affiliate to provide administrative services to OLPG.

“Affiliate” means as to any person or entity, any person or entity that directly or indirectly controls, is controlled by, or is under common control with, such person or entity. The term “control” used in the preceding sentence shall mean the possession, directly or indirectly, of the power either to direct or cause the direction of the management and policies or to adopt capital and operating budgets and strategic plans of an entity whether through ownership of voting equity, by contract or otherwise.

“Agreement” means this Academic and Clinical Collaboration Agreement.

“AHLA” means the American Health Lawyers Association.

“AHLA Rules” means the Rules of Procedure for Arbitration of the AHLA.

“AMC Component” means the various entities that must function collaboratively and in an integrated manner for the AMC to be successful and achieve the HSC-S Mission, the Ochsner Mission and the Shared Mission, including, without limitation, HSC-S, HSC-S Physicians, and the Hospitals.

“Base Contract Funding” means the total amount of payments to be made to HSC-S under the FSA and the AAA but specifically excluding the Supplemental Payments.

“BRF” means the Biomedical Research Foundation of Northwest Louisiana.

“BRFHH” means BRF Hospital Holdings, LLC, a wholly-owned subsidiary of BRF.

“BRFHH Monroe” means BRFHH Monroe, LLC, a direct wholly-owned subsidiary of BRFHH and an indirect wholly-owned subsidiary of BRF.

“BRFHH Shreveport” means BRFHH Shreveport, LLC, a direct wholly-owned subsidiary of BRFHH and an indirect wholly-owned subsidiary of BRF.

“BRF CEA” means the Amended and Restated Cooperative Endeavor Agreement by and among LSU, the State acting through DOA, BRF and BRFHH effective September 30, 2013.

“Carve-Out Services” means the activities and services set forth on Schedule 1.4.4.

“CEO” means the Chief Executive Officer of OLHS-NL.

“Chancellor” means the individual appointed or acting as the Chancellor of HSC-S.

“Change of Law” means changes to any Health Care Law or Tax Exempt Requirement.

“Change Of Ochsner Control” means (a) the sale, merger or consolidation of Ochsner, through a transaction or series of related transactions, in which the members of Ochsner immediately prior to such transaction would, following such transaction or series of related transactions, own, in the aggregate, less than fifty percent (50%) of the total combined voting power of the surviving entity normally entitled to select the Ochsner Designated Directors, or (b)

the sale by Ochsner of all or substantially all of its assets in one transaction or in a series of related transactions.

“Clinical Programs” means clinical services or programs including, without limitation, any clinical or professional service or clinical program of any type regardless of provider or supplier, medical directorships, and professional administrative services.

“CMO” means the Chief Medical Officer of OLHS-NL.

“CMS” means the Centers for Medicare and Medicaid Services.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collaboration Area” means the geographic area set forth in Exhibit A to Schedule 1.3.4.

“Collaborative” means the agreement of the Parties that to further achieve the Shared Mission, HSC-S, OLHS-NL, the Hospital Subsidiaries, OLPG, and the North Louisiana Department (on behalf of the Ochsner Physicians), will coordinate and collaborate on their respective activities to assure alignment and consistency across educational, research and clinical activities by, among other things, providing such activities first and primarily through the OLHS Facilities.

“Collaborative Agreements” means all agreements governing the Collaborative, which, in addition to this Agreement, will include, but are not necessarily limited to, the following: the New CEA; the Academic Affiliation Agreement; the Faculty Services Agreement; the Professional Services Agreement; the Master Research Agreement; the Financial Integration Agreement; the Hospital Management Agreement; the Administrative Services Agreement; facility and equipment leases between DOA, as lessor, and OLHS-NL or the Hospital Subsidiaries, as lessee; the Shared Services Agreement; and the License Agreements.

“Collaborative Dispute Notice” means a written notice sent by the Notice Party to the other Parties after informal discussions of the Notice Party’s desire to refer a Dispute for more formal executive discussions.

“Commencement Date” means September 1, 2018.

“Community Physicians” means physicians in private practice in North Louisiana who are not Ochsner Physicians or HSC-S Physicians.

“Compensation Committee” means the committee established by the Parties to review and make recommendations regarding compensation to be paid to HSC-S Physicians and Ochsner Physicians for the clinical work in which such HSC-S Physicians and Ochsner Physicians are involved in accordance with Section 7.2.2.

“Compensation Plans” means the plans recommended by the Compensation Committee and approved by the OLHS-NL Joint Management Committee for compensating HSC-S

Physicians and Ochsner Physicians for the clinical work in which such HSC-S Physicians and Ochsner Physicians are involved in accordance with Section 7.2.2.

“Confidential Information” means information that is deemed confidential or proprietary by a Disclosing Party and provided to a Receiving Party.

“Dean” means the individual appointed or acting as the Dean of the Medical School.

“Defaulting Party” means a Party that fails to timely pay any Material Amount due under any of the Collaborative Agreements.

“Department Deficit” means the extent to which the expenses of the Ochsner Physicians within the North Louisiana Department exceed their revenue within a given fiscal year.

“Department Excess” means the extent to which the revenue of the Ochsner Physicians within the North Louisiana Department exceed their expenses within a given fiscal year.

“Disclosing Party” means a Party who provides Confidential Information to a Receiving Party as set forth in Section 14.5 below.

“Dispute” means a dispute, disagreement or claim arising out of or related to this or any other Collaborative Agreement except for a dispute, disagreement or claim arising under the License Agreements which shall be addressed separately in accordance with the terms and conditions therein.

“Dispute Process” means the process for addressing Disputes set forth in Section 9.1.

“DOA” means the Division of Administration, an agency within the executive branch of the State.

“Dyad Model” means a management model under which the day-to-day operations of OLHS-NL will be co-managed by the CEO, who will be a full-time Ochsner employee, and the CMO, who will be a full-time LSU employee, as described herein and in the OLHS-NL Governance Documents.

“Effective Date” means the date on which the Agreement is signed by the Parties.

“Faculty Services Agreement” or **“FSA”** means the agreement pursuant to which OLPG will contract with HSC-S for the time of HSC-S Physicians and HSC-S Practitioners necessary for OLPG to provide Practitioner Services and Medical Administrative Services to the Hospitals pursuant to the PSA.

“Fair Market Value Methodology” means the process for determining the fair market value (as defined in 42 C.F.R. § 411.351) of compensation to New Physicians and existing Ochsner Physicians and HSC-S Physicians for providing clinical services utilizing standards and methodologies for ACGME-accredited institutions, as applicable.

“Financial Default” means a Party’s indebtedness to another Party in an amount in excess of a Material Amount resulting from the indebted Party’s failure to make timely payment(s) to the other Party under one or more Collaborative Agreements for reasons unrelated to Free Cash Flow.

“Financial Default Cure Period” means forty-five (45) days following the provision of notice of Financial Default by the non-Defaulting Party to the Defaulting Party to pay the amount owed in full.

“Financial Integration Agreement” or **“FIA”** means the Agreement among Ochsner, OLHS-NL and OLPG pursuant to which the revenues and expenses of the Ochsner Physicians are integrated with OLHS-NL through the North Louisiana Department as further described in the terms and conditions thereof.

“Free Cash Flow” means OLHS-NL Total Revenue less operating expenses of OLHS-NL before depreciation, interest, and taxes.

“FSA/AAA Portion” means the portion of Base Contract Funding to be paid to HSC-S under the FSA and AAA exclusive of OLPG’s Third Party Payer Collections.

“FSA/AAA Value” means the value of the items, services and support to be provided to OLHS-NL Entities by HSC-S, HSC-S Physicians and HSC-S Practitioners under the FSA and AAA.

“Good Faith Basis” means a reasonable and non-frivolous belief formed after an inquiry reasonable under the circumstances: (a) that there was factual support for the issuing Party’s initiation of each of the material Disputes forming the basis for the Termination Notice, and that none of the material Disputes were initiated for an improper purpose such as to harass, cause unnecessary delay, or needlessly increase the costs to any Party, and (b) that the cumulative effect of the material Disputes forming the basis for the Termination Notice materially impacted the Parties’ ability to cooperate to achieve the Public Purpose.

“Governing Principles” means, in addition to the Recitals, the commitments of the Parties set forth in Article 1 of the Agreement.

“Health Care Laws” means all applicable statutes, laws, ordinances, rules and regulations of any governmental authority with respect to regulatory or other matters primarily relating to healthcare providers and healthcare services (including, without limitation, Section 1128(b) of the Social Security Act, as amended, 42 U.S.C. § 1320a-7(b) (Criminal Penalties Involving Medicare or State Health Care Programs), commonly referred to as the “Federal Anti-Kickback Statute,” and the Social Security Act, as amended, §§ 1877, 42 U.S.C. §§ 1395nn (Prohibition Against Certain Referrals), commonly referred to as “Stark Statute”).

“Hospital” or **“Hospitals,”** as applicable, means the hospitals and other clinical facilities located in Shreveport and Monroe, Louisiana, previously owned and operated by HSC-S and subsequently operated by BRFH through its subsidiaries BRFH Monroe and BRFH Shreveport under the BRF CEA, which will be operated by the Hospital Subsidiaries under the New CEA as of the Commencement Date.

“Hospital Management Agreement” or **“HMA”** means the Management Agreement pursuant to which OLH will contract Ochsner or an Ochsner Affiliate to manage the Hospitals.

“Hospital Manager” means Ochsner or an Affiliate of Ochsner that will manage the Hospitals pursuant to the Hospital Management Agreement.

“Hospital Medical Staff Bylaws” means the medical staff bylaws of the Hospitals.

“Hospital Net Patient Revenue” means the total gross revenue accrued in a period by the Hospital Subsidiaries including, without limitation, any supplemental or non-claims based revenue, reduced by the revenue deductions, which deductions shall include an allowance for contractual allowances, discounts, bad debt and charity care amounts.

“Hospital Other Revenue” means revenue accrued in a period by the Hospital Subsidiaries from retail pharmacy sales, contracts, rebates, and other sources of operating revenue outside of Net Patient Revenue.

“Hospital Subsidiaries” means the Louisiana limited liability companies which currently operate as BRFH Monro and BRFH Shreveport, respectively, wholly-owned subsidiaries of BRFH, the direct ownership of which will be transferred to OLH and the indirect ownership of which will be transferred OLHS-NL, and the names of which will be changed to OLH Monro, L.L.C., and O.L.H. Shreveport, L.L.C., respectively, and through which OLH will directly operate and OLHS-NL will indirectly operate the Hospitals effective as of the Commencement Date.

“Hospital Total Revenue” means Hospital Net Patient Revenue plus Hospital Other Revenue.

“HSC-S” means the LSU Health Sciences Center – Shreveport, an academic institution within LSU.

“HSC-S Mission” means HSC-S’s three-part mission to (a) train Louisiana’s health care workforce through effective and innovative medical education programs, (b) discover new knowledge through scientific research, and (c) provide high quality, patient-centered, cost-effective clinical care.

“HSC-S Physicians” means physicians licensed to practice medicine in Louisiana who are employed by or under contract to provide health care services to HSC-S.

“HSC-S Practitioners” means non-physician health care practitioners who are independently licensed to provide health care services in Louisiana and are employed by or under contract to provide health care services to HSC-S, including, without limitation, dentists, nurse practitioners, physician assistants, physical therapists, occupational therapists and speech-language pathologists.

“Increased Fee Schedule Amount” means the share of any Medicaid claims payments for HSC-S Physicians and HSC-S Practitioners under their specific Medicaid fee schedule in

excess of rates in the standard Medicaid fee schedule applicable to practitioners not affiliated with LSU.

“Initial Dispute Notice” means the written notice of a Dispute sent by the Notice Party, which notice shall be sufficiently detailed to reasonably inform the other Parties of the nature and underlying facts of the Dispute.

“Initial Term” means the initial term of this Agreement, which shall be ten (10) years beginning on the Commencement Date.

“Joint Logo” means a new logo for OLHS-NL created jointly by LSU and Ochsner.

“Joint Management Committee” means the Joint Management Committee of OLHS-NL as described in the Bylaws of OLHS-NL.

“LDH” means the Louisiana Department of Health.

“License Agreements” means the agreements between OLHS-NL and LSU, and OLHS-NL and Ochsner, respectively, to address LSU and Ochsner co-branding of clinical locations and activity within the Collaborative.

“Line of Credit” has the meaning set forth in the OLH Management Agreement.

“LSU Designated Directors” has the meaning in the OLHS-NL Governance Documents.

“Master Research Agreement” or **“MRA”** means the Agreement among Ochsner, LSU and OLHS-NL pursuant to which the Parties will collaborate and work to align their research priorities based on their respective strengths.

“Material Adverse Effect” means that, with respect to a Medical Education Program, the discontinuation of a Prior Separate Activity would jeopardize the ability of a Party’s Medical Education Program to satisfy a material graduate medical education or other program requirement at OLHS-NL Facilities, or eliminate a material clinical activity that cannot be promptly and substantially replicated within the OLHS-NL Facilities without material interruption.

“Material Amount” means, with respect to a Financial Default, an amount of Five Million Dollars (\$5,000,000) or more.

“Medical Administrative Services” means the services set forth in Section 2.01 of Exhibit A to the PSA.

“Medical Education Programs” means medical education services or programs or teaching services or programs of any type, including without limitation undergraduate and graduate medical and physician education and training, and nursing, allied health, and pharmacy education and training.

“Medical School” means the LSU School of Medicine in Shreveport, Louisiana, which along with the School of Graduate Studies and School of Allied Health comprise HSC-S.

“Medical Staff Membership with Hospital Facility Privileges” means membership of a physician as a credentialed member of a Hospital’s medical staff with inpatient admitting privileges at the Hospital.

“Medical Staff Membership with Ambulatory Facility Privileges” means membership of a physician as a credentialed member of a Hospital’s medical staff with privileges to attend Hospital patients in an ambulatory or outpatient setting including, without limitation, ambulatory surgical centers.

“Membership Interest Transfer Agreement” or **“MITA”** means the Agreement pursuant to which BRF will transfer its membership interests in BRFHH, BRFHH Monroe and BRFHH Shreveport to OLHS-NL effective as of the Commencement Date.

“New CEA” means the Cooperative Endeavor Agreement to be entered into contemporaneously with this Agreement by and among OLHS-NL, LSU and the State, acting through DOA, for support of the Hospitals and their associated clinical activities for the Public Purpose as defined in the New CEA.

“New Partner” means an entity selected by LSU to partner with HSC-S in the AMC after the Termination Date.

“New Physician” means any physician recruited, employed or contracted to become an HSC-S Physician or an Ochsner Physician after the Effective Date.

“Non-Renewal Notice” means a Party’s written notice of its intent not to renew the Agreement for a Renewal Term.

“North Louisiana Department” means a separate department for accounting purposes within Ochsner Clinic LLC that employs or contracts with Ochsner Physicians dedicated to the provision of professional services to north Louisiana through the Collaborative in accordance with the Financial Integration Agreement.

“Notice Party” means the Party claiming and initiating a Dispute by sending an Initial Dispute Notice.

“Ochsner Physician” means any physician who practices medicine within the Service Area and is affiliated with OLHS-NL either through employment by, or as an independent contractor to, Ochsner, but is not an HSC-S Physician.

“Ochsner Designated Directors” has the meaning in the OLHS-NL Governance Documents.

“Ochsner LSU Hospitals” or **“OLH”** means the Louisiana limited liability company which currently operates as BRFHH, a wholly-owned subsidiary entity of BRF, the ownership of which will be transferred to OLHS-NL and the name of which will be changed to Ochsner LSU

Hospitals, L.L.C., and through which OLHS-NL will operate the Hospitals effective as of the Commencement Date.

“Ochsner LSU Physician Group” or **“OLPG”** means LSU Health Sciences Center-Shreveport Faculty Group Practice d/b/a Ochsner LSU Physician Group, a Louisiana nonprofit corporation whose sole member is OLHS-NL, which operates the clinical practices of HSC-S Physicians and HSC-S Practitioners.

“Ochsner Mission” means to serve, heal, lead, educate and innovate through operation of an integrated health care system comprised of hospitals, clinics and other health care facilities offering medical education, research, and a continuum of care to benefit the communities in which it operates throughout Louisiana.

“OLHS-NL Board” means the OLHS-NL Board of Directors appointed by Ochsner and LSU.

“OLHS-NL Entities” means OLHS-NL, OLH, the Hospital Subsidiaries, OLPG, and North Louisiana Department.

“OLHS-NL Facilities” means health care facilities owned and/or operated by OLHS-NL, OLH, the Hospital Subsidiaries, OLPG or the North Louisiana Department.

“OLHS-NL Governance Documents” means the organizational documents for OLHS-NL set forth at Schedule 2.1.

“OLHS-NL Total Revenue” means Hospital Total Revenue plus Physician Total Revenue.

“Order” means an order, injunction, judgment, decree, ruling, assessment or arbitration award of any governmental body or arbitrator.

“Person” means an individual or an entity (including but not limited to a corporation, general or limited partnership, a limited liability company, trust or governmental unit) other than a Party or one of its Affiliates.

“Physician Net Patient Revenue” means the total gross revenue accrued in a period by OLPG, including, without limitation, any supplemental or non-claims based revenue, reduced by the revenue deductions, which deductions shall include an allowance for contractual allowances, discounts, bad debt and charity care amounts.

“Physician Other Revenue” means revenue accrued in a period by OLPG from contracts, payments received in exchange for providing professional services, and other sources of operating revenue outside of Net Patient Revenue.

“Physician Total Revenue” means Physician Net Patient Revenue plus Physician Other Revenue.

“Practitioner Services” means the services set forth in Section 1.01 of Exhibit A to the PSA.

“Prior Separate Activities” means those Separate Activities within the Service Area as set forth on Exhibits B and C to Schedule 1.3.4 in which the parties engage through contracts to provide services or established practices at non-OLHS Facilities.

“Prior Separate Activity Evaluation Criteria” include, but are not necessarily limited to, (a) the academic benefits of the Prior Separate Activity and the potential academic consequences of terminating the activity, including without limitation any loss of education and training opportunities that would result from such termination, (b) the research benefits of the Prior Separate Activity and the potential consequences to research of terminating the activity, (c) the clinical benefits of the Prior Separate Activity and the potential clinical consequences of terminating the activity including, without limitation, whether it is desirable to continue the same activity at the OLHS Facilities and whether the OLHS Facilities have the infrastructure and other resources in place to promptly resume such activity, and (d) the financial benefits of the Prior Separate Activity and the potential financial consequences of terminating the activity including, without limitation, the extent to which any revenues lost as a result of such termination can be promptly replaced to ensure that Party’s financial stability.

“Professional Services Agreement” or **“PSA”** means the Agreement pursuant to which OLH and the Hospital Subsidiaries will contract with OLPG for Practitioner Services and Medical Administrative Services.

“Public Purpose” means the public purpose for which the State, LSU and OLHS-NL are entering into the New CEA, as required by the Louisiana Constitution and as defined in the New CEA.

“Public Records Act” means Louisiana Revised Statutes 44:1, et seq.

“Qualified Individual” means an individual from outside the State of Louisiana with an understanding of academic health care and integrated health care delivery in a system context and significant experience resolving disputes.

“Receiving Party” means a Party who receives Confidential Information from a Disclosing Party as set forth in Section 14.5 below.

“Renewal Term” means a five (5) year period of time for which this Agreement will be automatically renewed unless any Party gives a Non-Renewal Notice not less than six (6) months prior to the expiration of the Initial Term or the Renewal Term then in effect, as applicable.

“Research Programs” means research related services or programs.

“Separate Activities” means Clinical Programs in which LSU or Ochsner wish to engage at non-OLHS-NL Facilities.

“Separate Activity Evaluation Criteria” include, but are not necessarily limited to, the academic, research, clinical, and financial benefits that the proposed Separate Activity have in furtherance of the Shared Mission and the Collaborative.

“Separate Activity Evaluation Procedure” means the process the Parties shall follow to determine whether a Separate Activity is in the overall best interests of the Collaborative as set forth in Section 1.1.2 (2).

“Separate Activity Requirements” means that (a) the Separate Activity shall be subject to annual review in accordance with the Separate Activity Evaluation Procedure applying the Separate Activity Evaluation Criteria; (b) all Separate Activities of the Hospitals shall be performed through the Hospital Subsidiaries, all Separate Activities of the HSC-S Physicians shall be performed through OLPG, and all Separate Activities of the Ochsner Physicians shall be performed through the North Louisiana Department; and (c) all fees and other reimbursement payable to the Hospital Subsidiaries, HSC-S Physicians practicing through OLPG, or Ochsner Physicians practicing through the North Louisiana Department from the Separate Activities will be payable to the Hospital Subsidiaries, OLPG or North Louisiana Department, as applicable, regardless of whether the Separate Activities are provided at an OLHS-NL Facility.

“Services” means Practitioner Services and Medical Administrative Services.

“Service Area” means the geographic area set forth in Exhibit A to Schedule 1.3.4.

“Shared Mission” means the mission of the Collaborative, which is for LSU and Ochsner to work together in a collaborative and integrated manner to improve and expand medical education and research and to improve access to and the provision of quality medical care in north Louisiana by bringing together the best of both organizations.

“Shared Services Agreement” or **“SSA”** means the agreement to appropriately allocate operating costs between OLHS-NL and HSC-S.

“State” means the State of Louisiana.

“Strategic Plan” means the OLHS-NL five-year strategic plan adopted for OLHS-NL and OLH, the Hospital Subsidiaries, OLPG and the North Louisiana Department in accordance with Section 7.1.

“Subsidiary” means OLPG, OLH, the Hospital Subsidiaries and any other separate subsidiary corporations or limited liability companies that OLHS-NL owns or controls, either directly or indirectly.

“Supplemental Payment Cap” means any Supplemental Payments in excess of Thirteen Million Dollars (\$13,000,000) in any State fiscal year; provided, however, that in the event the total Supplemental Payments exceeds Thirteen Million Dollars (\$13,000,000) in any State fiscal year, then Supplemental Payment Cap shall, for such State fiscal year, mean Thirteen Million Dollars (\$13,000,000) plus an amount equivalent to twenty-five percent (25%) of the amount of Supplemental Payments above Thirteen Million Dollars (\$13,000,000).

“Supplemental Payments” mean meaningful use funds, physician UPL, physician FMP and the Increased Fee Schedule Amount.

“Tax Exempt Requirement” means requirement(s) applicable to tax-exempt entities under Sections 501(c)(3) or 115 of the Internal Revenue Code.

“Termination Date” means the date the Wind Down Period shall end, which shall be (a) in the case of a Non-Renewal Notice, upon the expiration of the Initial Term or the Renewal Term then in effect, as applicable, or (b) in the case of a Termination Notice, six (6) months from the date of the Termination Notice.

“Termination Notice” means a Party’s written notice of its intent to terminate this Agreement as well as all other Collaborative Agreements.

“Third Party Payer Collections” means OLPG’s collections from patients and third party payers attributable to professional services provided by HSC-S Physicians and HSC-S Practitioners.

“Third Party Payer Portion” means the portion of Base Contract Funding to be paid from OLPG’s Third Party Payer Collections.

“Wind Down Period” means a transition period upon the termination of the Collaborative to minimize potential disruption to the education, research and patient care services provided through the AMC, all as set forth in ARTICLE 11 below

ARTICLE 1.
GOVERNING PRINCIPLES AND COMMITMENTS OF THE PARTIES

In addition to the above Recitals, which are hereby incorporated throughout this Agreement by reference, the Parties expressly acknowledge and agree that to achieve their mutual goals and objectives, the following Governing Principles will at all times guide the governance and decision-making of the Collaborative:

Section 1.1 Commitment to Enhanced Integration.

Section 1.1.1 The Parties intend for OLHS-NL to function as a clinically, financially, and administratively integrated entity so that the clinical activities and financial incentives of OLPG, the Hospital Subsidiaries, Ochsner Physicians, and their associated clinical activities, are aligned to the greatest extent possible for the ultimate benefit of the AMC. At the same time, LSU and Ochsner realistically recognize that, as of the Effective Date, (a) the Hospitals’ infrastructure is not sufficient to fully support either the clinical needs of HSC-S Physicians practicing through OLPG or the education needs of the Medical School, and (b) the OLPG’s infrastructure is not sufficient to fully support the Hospitals as competitive participants in the health care marketplace. The Parties will, therefore, strive to operate and grow the Collaborative in general, and OLHS-NL in particular, as an integrated health care delivery system capable of providing the full range of physician, hospital and ancillary services in a market-competitive manner, but also recognize the

importance of each AMC Component's independent financial viability to the overall financial viability of the AMC.

Section 1.1.2

(1) A goal of the Collaborative is to provide the full range of physician, hospital and ancillary services within the Service Area first and primarily through the OLHS Facilities, and the Parties will assure that OHLS-NL evaluates opportunities that arise at non-OLHS Facilities but within the Service Area in light of that goal, but also with the understanding that improved financial and administrative stability for OLPG and the Hospital Subsidiaries, and enhanced educational opportunities for the faculty, fellows, residents and students of HSC-S, can enhance the Shared Mission and the financial and educational status of the AMC. The Parties further acknowledge and agree that collaboration within the Collaboration Area will also contribute to the success of the Shared Mission and the financial and educational status of the AMC. Accordingly, the Parties will assure that whenever applicable and practical, the OLHS Entities evaluate opportunities within the Service Area and the Collaboration Area and make strategic decisions affecting the OLHS Entities with respect to such opportunities in an integrated manner.

(2) To facilitate integration among the Parties, subject to the Carve-Out Services and the provisions set forth in Section 1.3.4 and Schedule 1.3.4, the preferred option for addressing (a) Clinical Programs, (b) Research Programs, and (c) Medical Education Programs within the Service Area and the Collaboration Area, as applicable, will be for the OLHS Entities, Ochsner, and HSC-S to work together diligently and in good faith through the Collaborative, to the extent practical and financially and/or administratively feasible, to grow activity at the OLHS Facilities and improve financial results. However, if any of the OLH Entities, Ochsner, or HSC-S desire to participate in any Separate Activities – for example, if one or more of HSC-S Physicians or Ochsner Physicians wish to provide clinical or administrative services at a non-OLHS Facility within the Service Area, or the Hospitals wish to pursue relationships with physicians other than through the OLPG or North Louisiana Department – the Parties will pursue the following Separate Activity Evaluation Procedure: The CEO and the Dean will each determine the relative benefits of the proposed Separate Activity in light of the Separate Activity Evaluation Criteria. If the CEO and the Dean cannot agree on such proposed Separate Activity, then they shall present the matter to the HSC-S Chancellor and the Ochsner Chief Administrative Officer for decision in light of the Separate Activity Evaluation Criteria. If the HSC-S Chancellor and the Ochsner Chief Administrative Officer cannot agree on such proposed Separate Activity, then they shall present the matter to the OLHS-NL Joint Management Committee for a final decision in light of the Separate Activity Evaluation Criteria. If the OLHS-NL Joint Management Committee cannot agree at the conclusion of foregoing Separate Activity Evaluation Procedure, the matter may be submitted to the Dispute Process set forth in Article 9; provided, however, that the Parties acknowledge and agree that (y) a Dispute arising out of the Separate Activity Evaluation Procedure under this Section 1.1.2 shall not constitute grounds for termination of this Agreement under Section 9.1.3(4) below, and (z) the remedy for any Dispute arising out of the Separate Activity Evaluation Procedure under this Section 1.1.2 that is not resolved through the Dispute Process in Article 9 shall be that the requesting Party shall not participate in the Separate Activity. The Parties further acknowledge and agree that any Separate Activities approved pursuant to the Separate Activity Evaluation Procedure shall meet the Separate Activity Requirements.

Section 1.1.3

(1) Notwithstanding the requirements of Section 1.1.2, the Parties acknowledge and agree that as of the Effective Date, HSC-S and Ochsner engage in Prior Separate Activities and that the revenues and educational opportunities attributable to such Prior Separate Activities are critical to HSC-S and may be critical to OLPG in the short term moving forward. Notwithstanding the foregoing, the continuation of any such Prior Separate Activities shall be subject to (a) the Separate Activity Evaluation Procedure applying the Prior Separate Activity Evaluation Criteria within one hundred twenty (120) days of the Commencement Date and annually thereafter, and (b) the Separate Activity Requirements. The Parties further acknowledge and agree that pursuing opportunities for growth through Separate Activities and Prior Separate Activities as contemplated by Sections 1.1.2 and 1.1.3 is ultimately intended to support the AMC, the Collaborative, and the Shared Mission.

(2) If, after applying the Prior Separate Activity Evaluation Criteria, the OLHS-NL Joint Management Committee is unable to agree on the continuation of a Prior Separate Activity at the conclusion of the Separate Activity Evaluation Procedure, then the Party performing the Prior Separate Activity may continue to perform such Prior Separate Activity; provided, however, that, subject to Paragraph 3 of Section 1.1.3 below, if such Prior Separate Activity has been evaluated under the Separate Activity Evaluation Procedure three (3) or more times and the OLHS-NL Joint Management Committee is unable to agree, then the requesting Party can require the Party engaged in the Prior Separate Activity to discontinue such Prior Separate Activity, provided that the requirements set forth in Paragraph 3 of this Section 1.1.3 below shall apply.

(3) Notwithstanding anything in this Section 1.1.3 to the contrary, in no event shall LSU or Ochsner be required to discontinue performing a Prior Separate Activity if it reasonably determines and demonstrates in writing to the other Parties that termination of the Prior Separate Activity at that time would have a Material Adverse Effect on such Party's Medical Education Program. If there is a Dispute regarding whether discontinuing the Prior Separate Activity would have a Material Adverse Effect on LSU or Ochsner, as applicable, the Dispute Process shall not apply, but instead the Parties shall request that the ACGME evaluate and determine whether discontinuation of the Prior Separate Activity would have a Material Adverse Effect on the requesting Party's Medical Education Program (along with its rationale for such determination including, as applicable, the specific concerns that discontinuation of the Prior Separate Activity would have on the Medical Education Program), which determination shall be binding on the Parties; provided, however, that if the ACGME determines that discontinuation of the Prior Separate Activity would have a Material Adverse Effect on the requesting Party's Medical Education Program, (a) the Parties agree to work together in good faith to address the specific concerns identified by the ACGME, and (b) the Prior Separate Activity shall be discontinued upon the Parties' resolution of such concerns.

Section 1.1.4 In the event a Prior Separate Activity of HSC-S or Ochsner, as applicable, is terminated by one of the other parties to such activity or in accordance with Section 1.1.3, then OLHS-NL shall take such measures as are reasonably within its authority to assist HSC-S, OLPG or Ochsner, as applicable, in promptly (a) replacing any material revenues lost as a result of the termination of the Prior Separate Activity, and (b)

assisting any HSC-S residents and fellows whose ability to satisfy graduate medical education or other requirements might be jeopardized by such termination; provided, however, that the Parties acknowledge and agree that this Section 1.1.4 shall not be construed as obligating any Party to pay compensation to HSC-S, OLPG or Ochsner that is not consistent with fair market value for the services rendered or in violation of any applicable law.

Section 1.2 Shared Vision and Goals.

The Parties expressly acknowledge and agree that their goals in engaging in the Collaborative include the following:

Section 1.2.1 Developing a co-management model between HSC-S and Ochsner that supports performance of the Collaborative consistent with the Shared Mission, and that in co-managing the Collaborative, no Party will place its interests over the interests of any other Party or the Collaborative, but will at all times act as a fiduciary in the best interests of the Collaborative.

Section 1.2.2 Improving performance to enable enhanced investments in clinical programs and the Shared Mission.

Section 1.2.3 Growing and enhancing the clinical enterprise in order to support medical education, research and the availability of care in the Service Area.

Section 1.2.4 Promoting and supporting clinical and basic science research.

Section 1.2.5 Improving the quality and enhancing the patient experience of clinical care provided through the Collaborative.

Section 1.2.6 Maintaining and improving access to safety net health care services for the vulnerable populations in the Service Area, consistent with the public purpose set forth in the New CEA.

Section 1.2.7 Raising the stature and reputation of the AMC.

Section 1.2.8 Becoming a population health leader in the Service Area, including, without limitation, the Shreveport and Monroe communities.

Section 1.2.9 Improving the quality and safety of the Hospitals' facilities and expanding the facilities to improve access to quality care in the Service Area, including, without limitation, the Shreveport and Monroe communities.

Section 1.2.10 Growing the AMC to increase access to medical education for physicians in the State.

Section 1.3 Commitment to Academic Excellence.

The Parties expressly acknowledge their commitment to the HSC-S Mission, including the following:

Section 1.3.1 The Parties, through their individual missions and the Shared Mission, will strive to advance the education and research efforts of the Medical School and the other schools that comprise HSC-S and to improve the quality of care available through the AMC.

Section 1.3.2 The Parties support the creation of facilities, programs and general operations to advance the HSC-S Mission.

Section 1.3.3 The clinical programs targeted and developed by the Collaborative and those targeted and developed by HSC-S will be consistent with the Shared Mission.

Section 1.3.4 If any Party or any of its Affiliates desires to develop a Clinical Program, or Medical Educational Program within the Service Area or Collaboration Area, such Party must comply with the terms and conditions of Schedule 1.3.4. The Parties' duties and responsibilities regarding Research Programs shall be governed by the terms and conditions of the Master Research Agreement.

Section 1.3.5 The Parties are committed to regular and effective communication and interaction among the leadership of all AMC Components.

Section 1.3.6 The Parties are committed to support new and emerging clinical care models, particularly multidisciplinary models, and to promote the study of new models.

Section 1.3.7 The Parties are committed to the AMC:

- (1) Improving clinical outcomes and quality metrics;
- (2) Advancing clinical care by developing and applying breakthrough treatment and technologies often not available elsewhere in the Service Area;
- (3) Delivering exceptional access, service and responsiveness to patients and referring providers across all departments/service lines/ clinical areas;
- (4) Providing patient-centric care supported by state-of-the-art processes and facilities;
- (5) Serving local and regional markets in appropriate primary, secondary, tertiary and quaternary services with broad market demand;
- (6) Developing mechanisms to participate in evolving models of population health management;
- (7) Generating sufficient and sustained financial performance to support the HSC-S Mission and clinical enterprise through strategic growth, process improvement and philanthropic initiatives;

(8) Attracting nationally-recognized and emerging clinical educators and/or physician-scientists to lead Medical Education Programs of distinction;

(9) Valuing and recognizing the HSC-S Mission as essential to the success of each AMC Component;

(10) Increasing the number of licensed physicians in the community to serve the patient care needs of the Collaborative through medical education at the AMC;

(11) Valuing and recognizing the delivery of financially viable, market-competitive clinical care as essential to the success of each AMC Component;

(12) Being aligned culturally, clinically and operationally;

(13) Being preferred by patients and referring providers for primary, secondary, tertiary and quaternary services in the market.

Section 1.4 Commitment to Improved Financial Performance.

The Parties expressly acknowledge and agree that Adequate Public Funding is critical to fulfilling the HSC-S Mission and growth of the AMC, but that disproportionate reliance on State funding causes instability for the AMC, impairs the ability to plan for the future and adversely affects the ability to fulfill the HSC-S Mission and the Shared Mission.

Section 1.4.1 The Parties will work together diligently and strategically to secure Adequate Public Funding for the AMC, particularly including, but not limited to, providing data-driven analysis that demonstrates and supports the positive impact of the State's investment in the AMC has on the State's economy, particularly in north Louisiana.

Section 1.4.2 The Parties will work together to secure other sources of revenue for the AMC in addition to Adequate Public Funding, including, but not limited to, the following: improving OLPG's and the Hospitals' commercial vs. public payer mix; improving billing and collection processes for patients with third-party health benefits coverage and for self-pay patients consistent with a sliding scale policy; increasing the volume of patients seen and treatments rendered within the Collaborative consistent with sound medical practices; improving quality of care and patient outcomes to earn bonus payments and avoid penalties from third-party payers; investing in equipment, hardware, software and other technologies to help increase productivity; and improving patient through-put and other efficiencies in the clinical setting.

Section 1.4.3 The Parties will work together to reduce expenses and improve efficiency in the inpatient, outpatient, and ambulatory clinical settings, as well as the overall administration of the AMC, including, but not limited to, the following: improving administrative procedures and processes; standardizing materials and supplies; assuring appropriate and effective staffing levels; and better coordination and use of shared space and equipment among the AMC Components.

Section 1.4.4 Subject to the time allocated by HSC-S to HSC-S Physicians to provide the Carve-Out Services set forth in Schedule 1.4.4, HSC-S will (a) ensure that all of the HSC-S Physicians and HSC-S Practitioners' remaining work-related time will be dedicated to providing Services on behalf of OLPG pursuant to the terms and conditions of the FSA and (b) will work cooperatively with OLHS-NL or OLPG, as applicable, to assure OLPG is able to bill and collect, to the maximum extent allowable and practical, all reimbursements for the Services provided by such HSC-S Physicians and HSC-S Practitioners and billable to patients, third-party payers, or other sources during the term of the FSA. The Parties may periodically adjust and update the list of Carve-Out Services in Schedule 1.4.4 by mutual written agreement signed by all Parties. In furtherance of the foregoing, the FSA shall obligate HSC-S to, among other things, require assignment or reassignment (as applicable and to the extent not already assigned or reassigned) to OLPG of any and all rights of HSC-S, the HSC-S Physicians and the HSC-S Practitioners to reimbursement for Services; provided, however, that HSC-S, FGP, the HSC-S Physicians, and the HSC-S Practitioners are not obligated to so assign any right to reimbursement for any Carve Out Services unless expressly agreed otherwise by the Parties.

Section 1.5 Commitment to Improved Clinical Performance.

The Parties expressly acknowledge and agree that HSC-S Physicians serve as the primary teachers and the Hospitals serve as the primary “clinical classrooms” for educating future health care providers and leaders, particularly for north Louisiana and the surrounding area, and that the Collaborative therefore has an obligation to provide patients with outstanding quality health care not only for the patients, but also so that students, residents, and fellows are trained to meet the highest standards of patient care and achieve the best possible outcomes for patients. The Parties will work together to improve the quality of health care services provided by the Collaborative through actions that include, but are not limited to, the following:

Section 1.5.1 Improving access to primary care clinics and services including, without limitation, decreased wait times for new patient appointments and same day appointments for established patients.

Section 1.5.2 Improving emergency room services and decreasing the number of patients who leave the emergency room without being seen through increased access to primary care services, improved efficiency in emergency room processes, and patient education on appropriate utilization of emergency room services.

Section 1.5.3 Increasing the volume of care provided at OLHS-NL Facilities.

Section 1.5.4 Strengthening relationships with Ochsner Physicians and Community Physicians, subject to such physicians receiving an Adjunct Academic Appointment as provided in Section 5.2, so the Hospitals and clinics become attractive locations for physicians to practice.

Section 1.5.5 Establishing and meeting quality benchmarks, thereby improving Hospitals' publicly-reported quality ratings.

Section 1.5.6 Increasing use of innovative digital technology to reduce the number of traditional clinic and emergency room visits and improve post-visit care.

Section 1.5.7 Increasing and improving patient access to ambulatory surgery and digital imaging services.

Section 1.5.8 Becoming a leader in population health management by developing a health services research center and physician competencies to practice in a value-based reimbursement environment.

Section 1.5.9 Strengthening and improving Centers of Excellence within the AMC, including but not limited to the areas of cardiovascular services, cancer services and the neurosciences.

Section 1.5.10 Strengthening and improving trauma care.

Section 1.5.11 Improving overall patient satisfaction statistics.

Section 1.6 Recognition of Mutual Dependence.

The Parties are committed to the three-part HSC-S Mission. Each Party recognizes and understands the value of collaboration among the AMC Components to create a functionally integrated academic health system.

Section 1.6.1 Successful achievement of HSC-S's education and research missions is of utmost importance to the Hospital Subsidiaries, the OLPG and the North Louisiana Department.

Section 1.6.2 Successful achievement of the Hospital Subsidiaries', OLPG's and the North Louisiana Department's clinical mission is of utmost importance to HSC-S, HSC-S Physicians and HSC-S Practitioners.

Section 1.7 Financial Transparency.

HSC-S and Ochsner will operate the Collaborative with full and complete financial transparency to the other Parties, including:

Section 1.7.1 Sharing of available financial information of HSC-S and OLHS-NL (including the Hospital Subsidiaries, OLPG and North Louisiana Department) in a format mutually agreeable to the Parties. Without limiting the generality of the foregoing, HSC-S agrees to develop a monthly report of HSC-S financial information in a format mutually agreeable to the Parties within six (6) months of the Commencement Date. Notwithstanding anything herein to the contrary, OLHS-NL shall not be responsible for the finances of HSC-S, and HSC-S shall not be responsible for the finances of OLHS-NL.

Section 1.7.2 Participating in monthly financial and operational reviews to identify opportunities to improve the performance of the AMC and/or implementation of the Collaborative.

Section 1.7.3 Aligning the budget preparation and review process for OLHS-NL, the Hospital Subsidiaries, OLPG, North Louisiana Department, and the Medical School consistent with ARTICLE 7.

Section 1.8 Commitment to Fundraising.

The Parties shall jointly discuss fundraising opportunities that may be available to OLHS-NL including, without limitation, direct fundraising by OLHS-NL. In addition, Ochsner and OLHS-NL agree to be supportive of HSC-S's fundraising efforts. Ochsner further agrees not to engage in any major fundraising activities or events such as galas, etc., in the Service Area except through OLHS-NL; provided, however, that nothing in this Section 1.8 shall prohibit Ochsner or HSC-S from engaging in fundraising activities in the Service Area focused on individual or family donors.

ARTICLE 2
STRUCTURE OF THE COLLABORATIVE

Section 2.1 In General.

OLHS-NL has been formed as a nonprofit corporation in accordance with Louisiana nonprofit corporation law, La. R.S. 12:201 *et seq.* The OLHS-NL Governance Documents are set forth at Schedule 2.1. The OLHS-NL Governance Documents set forth, among other things, the composition, voting rights, and powers of the OLHS-NL Board and Joint Management Committee and the duties and responsibilities of the officers of OLHS-NL.

Section 2.2 OLHS-NL Management.

Section 2.2.1 Management of OLHS-NL shall be as set forth in the OLHS-NL Governance Documents and this Agreement.

Section 2.2.2 Management of any Subsidiary will be appointed by the CEO and CMO, provided that (a) the chief executive or equivalent position of OLPG will be a full-time HSC-S Physician and (b) the CEO shall have sole discretion to appoint the chief executive officers of the Hospital Subsidiaries. Management of OLPG, the Hospital Subsidiaries and North Louisiana Department will interface and consult with OLHS-NL executive management and with each other on a routine basis.

Section 2.2.3 To further assure collaboration between Ochsner and LSU, Ochsner will create the North Louisiana Department separate and apart from the Subsidiaries. The North Louisiana Department will be a separate department for accounting purposes within Ochsner Clinic LLC, in which Ochsner is the sole member, for the operations of all Ochsner Physicians in the Service Area. Ochsner Physicians who comprise the North Louisiana Department may include both employed physicians and independent contractor physicians; provided, however, that all Ochsner Physicians on the medical staff of and practicing at the Hospitals will be subject to the provisions of Section 5.2 regarding Adjunct Academic Appointments. The Parties understand and agree that (a) the North Louisiana Department will operate as an integral unit of OLHS-NL providing physician services to patients in the Service Area for the benefit of the Collaborative, consistent

with the Shared Mission and this Agreement, and (b) the revenue and expenses of the Ochsner Physicians within the North Louisiana Department shall be allocated to OLHS-NL. In allocating the revenue and expenses of the Ochsner Physicians within the North Louisiana Department to OLHS-NL, Ochsner Clinic LLC shall provide an accounting to OLHS-NL each fiscal year of the revenue and expenses of the Ochsner Physicians. To the extent the Ochsner Physicians within the North Louisiana Department generate Department Excess (taking into account any special accounting requirements for New Physicians hired without mutual consent as provided in Section 2.2.4 below), then such Department Excess shall be reflected on the income statement of OLHS-NL and Ochsner shall contribute the amount of such Department Excess to OLHS-NL. To the extent the Ochsner Physicians within the North Louisiana Department generate a Department Deficit (again taking into account any special accounting requirements for New Physicians hired without mutual consent as provided in Section 2.2.4 below), then subject to Section 7.2.4, such Department Deficit shall be paid by OLHS-NL to Ochsner within ____ (__) days of OLHS-NL fiscal year end. The Parties acknowledge and agree that, as a separate operating division of Ochsner, the North Louisiana Department shall be managed by Ochsner except where otherwise specifically stated in this Agreement, including without limitation Section 2.2.4 below. Pursuant to the Physician Services Agreement between the North Louisiana Department and OLH or the Hospital Subsidiaries, the Ochsner Physicians will provide clinical and other professional services for the benefit of the Collaborative. The Ochsner Physicians' compensation shall be paid in accordance with the Compensation Plans described in Section 7.2.2 .

Section 2.2.4 To further assure collaboration between Ochsner and LSU, (a) except as otherwise set forth in this Section 2.2.4, Ochsner will not recruit, employ or contract with any New Physician to serve as an Ochsner Physician without the express written consent of HSC-S, as represented by the Dean, which consent will not be unreasonably withheld, and (b) except as otherwise set forth in this Section 2.2.4, LSU will not recruit, employ or contract with any New Physician as an HSC-S Physician without the express written consent of the OLHS-NL CEO, which consent will not be unreasonably withheld. Before Ochsner or LSU, as applicable, seeks the other's consent to recruit, employ, or contract with a New Physician under the preceding sentence, the CEO of OLHS-NL and Dean shall attempt to reach an agreement upon the compensation that will be paid to that New Physician by HSC-S or Ochsner, as applicable, for the clinical portion of that New Physician's time, in light of the guiding principles set forth in the Compensation Plans recommended by the Compensation Committee and approved by the OLHS-NL Joint Management Committee in accordance with Section 7.2.2 below, (including, without limitation, assurance that the New Physician is paid consistent with fair market value for his or her clinical services utilizing the Fair Market Value Methodology), and any consent given by the other Party under the preceding sentence shall include that Party's consent to any compensation agreed to by the CEO and the Dean. In the event HSC-S, through the Dean, or the OLHS-NL CEO refuses to provide written consent for Ochsner or LSU, as applicable, to recruit, employ or contract with a New Physician (including, for clarity and without limitation, because the CEO and Dean could not agree on the clinical compensation to be paid to such New Physician), then such matter shall be presented to the HSC-S Chancellor and the Ochsner Chief Administrative Officer for decision; and if

the HSC-S Chancellor and the Ochsner Chief Administrative Officer cannot agree, then such matter shall be presented to the OLHS-NL Joint Management Committee for a final decision. In the event the OLHS-NL Joint Management Committee's final decision is to not provide written consent to recruiting, employing or contracting with the New Physician (including for clarity and without limitation because the Board could not agree on the clinical compensation to be paid to such New Physician), then Ochsner or HSC-S, as applicable, may nonetheless recruit, employ or contract with such physician, provided that any revenues associated with such New Physician shall be paid or allocated to OLHS-NL but any incremental costs associated with such New Physician shall be borne exclusively by the hiring Party. For example, if LSU elects to hire a HSC-S Physician for whom the OLHS-NL Joint Management Committee makes a final determination to not provide written consent hereunder, then OLPG shall be entitled to bill and collect for all Services provided by such HSC-Physician in accordance with the FSA, but HSC-S shall not be entitled to receive any payments from OLPG under the FSA related to such HSC-S Physician. Likewise, for purposes of any Ochsner Physician hired by Ochsner to provide services in the Service Area despite the OLHS-NL Joint Management Committee's refusal to provide written consent hereunder, then only the revenues and not the expense of such Ochsner Physician shall be allocated to OLHS-NL in accordance with Section 2.3.4. Further, the Parties acknowledge and agree that any Ochsner Physician hired by Ochsner without the written consent of HSC-S and who will be a credentialed member of the medical staff of one or more of the Hospitals shall be required to obtain an Adjunct Academic Appointment in accordance with Section 5.2, which Community Appointment shall not be unreasonably withheld by HSC-S. The Parties further agree that the fact that the overhead costs of a New Physician's practice may exceed his or her collections from professional services shall not be grounds for HSC-S to withhold consent to Ochsner employing or contracting with such New Physician as an Ochsner Physician or for the OLHS-NL CEO to withhold consent to HSC-S hiring such New Physician as an HSC-S Physician if the hiring Party believes in good faith that (x) retaining the New Physician's services is important to further the hiring Party's interests, and (z) except with respect to any HSC-S Physician needed to satisfy faculty to resident ratios or other applicable graduate medical education requirements, any financial losses attributable to the New Physician are absorbed directly by HSC-S or Ochsner, as applicable, and not by the OLPG under the FSA or OLH or the Hospital Subsidiaries, as applicable, under the Financial Integration Agreement.

Section 2.2.5 To further assure collaboration between Ochsner and LSU, in the event either intends to amend the compensation for clinical services that it pays to an existing Ochsner Physician or existing HSC-S Physician, respectively, then the CEO of OLHS-NL and the Dean will follow the same process outlined in Section 2.2.4 above to attempt to reach agreement on the new compensation to be paid to that physician in light of the guiding principles set forth in the Compensation Plans recommended by the Compensation Committee and approved by the OLHS-NL Joint Management Committee in accordance with Section 7.2.2 hereof (including, without limitation, assurance that the New Physician is paid consistent with fair market value for his or her clinical services utilizing the Fair Market Value Methodology).

Section 2.2.6 The medical staff shall create and maintain a set of Hospital Medical Staff Bylaws, rules, regulations, and policies, which shall be submitted to the OLHS-NL Joint Management Committee and OLHS-NL Board for approval in accordance with the OLHS-NL Governance Documents.

ARTICLE 3
COLLABORATIVE AGREEMENTS

This Agreement provides the overall framework for the Collaborative, and contemplates the execution of the additional Collaborative Agreements summarized below to address in greater detail specific areas affecting the Collaborative. Unless otherwise expressly agreed by the Parties in writing, execution of each of the additional Collaborative Agreements prior to the Commencement Date is a condition precedent to this Agreement and the failure to execute one or more of the Collaborative Agreements by the Commencement Date shall be cause for termination of this Agreement. Each of the Collaborative Agreements, including, without limitation, the New CEA, will be implemented and administered consistent with the Governing Principles. Subject to the wind down procedures set forth in Article 11, termination or expiration of this Agreement in accordance with its terms will automatically result in termination of all the additional Collaborative Agreements. In case of conflict between the terms of this Agreement and any other Collaborative Agreement, the terms of this Agreement will control.

Section 3.1 New CEA.

OLHS-NL, LSU and the State, acting through DOA, will be parties to the New CEA. Key provisions of the New CEA will include, but will not necessarily be limited to, (a) defining the Public Purpose; (b) establishing the level of Adequate Public Funding; (c) the State's and DOA's agreement to fully indemnify OLHS-NL, LSU and Ochsner, as a third-party beneficiary, for any and liabilities associated with the operations of the Hospitals prior to the closing date of the MITA; (d) providing for the ability of the OLHS-NL Board to terminate its participation in the New CEA in accordance with the terms of the New CEA; and (e) providing for the ability of LSU and/or the State to terminate its participation in the New CEA and an appropriate process to be followed upon such termination if LSU and/or the State determines, exercising their discretion reasonably and in good faith, that the Public Purpose is not being served by the New CEA as required by the Louisiana Constitution.

Section 3.2 Assignment of Membership Interests.

BRF will transfer its membership interests in BRFHH and the Hospital Subsidiaries to OLHS-NL pursuant to the MITA.

Section 3.3 Termination and Release Agreement.

The BRF CEA will be terminated by mutual agreement. The disputes among BRFHH, LSU and the State as set forth in letters from LSU and DOA dated September 11, 2017, and BRFHH's written response dated September 29, 2017, as well as ancillary disputes between LSU and BRFHH that are currently the subject of arbitration proceedings and any other disputes, will be settled with mutual releases of claims that LSU, the State and BRFHH may have against each

other in accordance with a Termination and Release Agreement by and among BRF, BRFH, LSU and the State.

Section 3.4 Academic Affiliation Agreement.

OLH and LSU will be parties to the AAA that governs the resident and graduate medical education services provided at the Hospitals including, without limitation, the costs of certain residents and fellows and other relevant terms and conditions.

Section 3.5 Faculty Services Agreement.

HSC-S will enter into the FSA with OLPG to assure that, subject to the time allocated by LSU to HSC-S Physicians to provide the Carve-Out Services, (a) all of the HSC-S Physicians and HSC-S Practitioners' remaining work-related time will be dedicated to providing Services on behalf of OLPG pursuant to the terms and conditions of the FSA and (b) HSC-S will work cooperatively with OLHS-NL or OLPG, as applicable, to assure OLPG is able to bill and collect, to the maximum extent allowable and practical, all reimbursements for the Services provided by such HSC-S Physicians and HSC-S Practitioners and billable to patients, third-party payers, or other sources during the term of the FSA. In furtherance of the foregoing, the FSA shall obligate HSC-S to, among other things, require assignment or reassignment (as applicable) to OLPG of any and all rights of HSC-S, FGP, the HSC-S Physicians and the HSC-S Practitioners to reimbursement for Clinical Services; provided, however, that HSC-S, FGP, the HSC-S Physicians, and the HSC-S Practitioners are not obligated to so assign any right to reimbursement for any Carve Out Services unless expressly agreed otherwise by the Parties. The FSA will also include, among other relevant contractual provisions, (x) assurances that the compensation paid thereunder and the compensation paid to the HSC-S Physicians are consistent with fair market value utilizing the Fair Market Value Methodology, and (y) an expected level of annual compensation to HSC-S provided under the FSA for a two (2) year period (prorated for the first [9-month] period of the Collaborative coinciding with the Effective Date through OLHS-NL's fiscal year end to reflect the prorated amount of compensation for such time period) while HSC-S and HSC-S Physicians transition from the BRF CEA to the New CEA and from the compensation model in effect between HSC-S and BRFH prior to the Effective Date to a more productivity-based compensation model to be implemented between OLHS-NL and HSC-S in accordance with the Physician Compensation Plans described in Section 7.2.2.

Section 3.6 Professional Services Agreements.

OLH and/or the Hospital Subsidiaries will enter into one or more Professional, Teaching, and Medical Administrative Services Agreements with OLPG for the provision of Services by the HSC-S Physicians and HSC-S. The PSA will include, among other relevant contractual provisions, (a) assurances that the compensation paid thereunder is consistent fair market value utilizing the Fair Market Value Methodology and (b) an expected level of annual compensation to OLPG for the Services provided under the PSAs for a two (2) year period while HSC-S and HSC-S Physicians transition from the compensation model in effect between HSC-S and BRFH prior to the Effective Date to a more productivity-based compensation model to be implemented between the Hospital Subsidiaries and the OLPG in accordance with the Physician Compensation Plans described in Section 7.2.2.

Section 3.7 Financial Integration Agreement.

Ochsner and OLHS-NL or a Subsidiary will enter into the Financial Integration Agreement outlining the terms under which the revenue and expenses of Ochsner Physicians in the North Louisiana Department will be integrated into OLHS-NL's finances.

Section 3.8 Master Research Agreement

HSC-S will contract with OLHS-NL to establish the scope and parameters for the Parties' collaboration with regard to the design and development of research endeavors that further the Collaborative's efforts to improve Research Programs in the Service Area.

Section 3.9 Master Hospital Lease

The State, through DOA, will lease the Hospitals to OLH and the Hospital Subsidiaries pursuant to a long-term Master Hospital Lease containing commercially reasonable landlord/tenant provisions.

Section 3.10 Equipment Lease

The State, through DOA, will lease all of the equipment utilized in or by the Hospitals to OLH and the Hospital Subsidiaries pursuant to a long-term Equipment Lease containing commercially reasonable lessor/lessee provisions.

Section 3.11 Shared Services Agreement

HSC-S and OLH and/or the Hospital Subsidiaries will equitably allocate and pay the costs of their operations located on the LSU Shreveport Hospital campus pursuant to the SSA.

Section 3.12 Hospital Management Agreement

To take advantage of Ochsner's hospital and clinic management expertise and the efficiencies and economies of scale Ochsner can bring to the OLHS-NL, the Hospital Subsidiaries, OLHS-NL, OLH and the Hospital Subsidiaries will enter into the Hospital Management Agreement with the Hospital Manager to provide Hospital Subsidiaries with comprehensive day-to-day management of the Hospital operations. Hospital Manager will be reimbursed (a) its Reimbursable Costs (as defined in the Hospital Management Agreement) of providing the Hospitals with management and other administrative services (including, without limitation, direct pass through costs for certain expenses such as Epic and information technology) plus (b) a Centralized Administrative Support Fee (as defined in the Hospital Management Agreement) equal to three percent (3%) of the Hospital Total Revenue. Hospital Manager may at its sole discretion make available to the OLHS-NL Entities a Line of Credit. The terms and conditions of the Line of Credit shall be subject to the terms and conditions of the Hospital Management Agreement. OLHS-NL, OLH, and the Hospital Subsidiaries' obligation to pay the Hospital Manager the 3% Centralized Administrative Support Fee is subject to the provisions of Section 7.2.4; provided, however, that OLHS-NL, OLH, and the Hospital Subsidiaries' obligation to reimburse the Hospital Manager its Reimbursable Costs under the Hospital

Management Agreement and the OLHS-NL Entities' obligation to repay any outstanding balance under the Line of Credit shall not be subject to the provisions of Section 7.2.4.

Section 3.13 OLPG Administrative Support Agreement

To further take advantage of Ochsner's hospital and clinic management expertise and the efficiencies and economies of scale Ochsner can bring to OLPG, OLPG will enter into the Administrative Support Agreement with the Administrative Manager to provide OLPG with certain back-office functions including, without limitation, workflow diagnostics, internal controls, and billing and collection for physician services. Administrative Manager will be reimbursed (a) its direct and indirect costs of providing OLPG with administrative support services plus (b) a management fee equal to three percent (3%) of the Physician Total Revenue. The Administrative Support Agreement shall include Administrative Manager's commitment that its direct and indirect costs of billing and collection shall be less than the costs currently paid by LSU for those same services (as adjusted annually on each anniversary date of the effective date of the administrative support agreement in accordance with the consumer price index for medical services). OLPG's obligation to pay Administrative Manager the administrative services fee (but not its obligation to reimburse Administrative Manager direct and indirect costs hereunder) is subject to the provisions of Section 7.2.4. Administrative Manager and LSU shall separately enter into an employee lease or services agreement for HSC-S administrative personnel to support Administrative Manager.

Section 3.14 License Agreements

LSU and Ochsner will each enter into a License Agreement with OLHS-NL to address co-branding of the activities of the Collaborative and the use of the LSU and Ochsner brands by OLHS-NL. It is anticipated that the License Agreements will generally provide as follows:

Section 3.14.1 The Hospitals, as well as ambulatory surgery centers, imaging facilities and other, similar outpatient facilities, will be co-branded with the Joint Logo as primary, and existing "Ochsner" and "LSU Health Shreveport" logos secondary, provided the signage containing the Joint Logo for any provider-based facilities of either Hospital shall comply with the provider-based requirements at 42 C.F.R. §§ 413.65 *et seq.*

Section 3.14.2 Ambulatory physician clinics and any other locations affiliated with the Collaborative at which HSC-S Physicians and/or Ochsner Physicians practice will be co-branded with the Joint Logo.

ARTICLE 4 **BRANDING OF THE COLLABORATIVE**

The Hospitals and other facilities and clinics within the Collaborative will be jointly branded in accordance with Section 3.14 and the License Agreement.

ARTICLE 5 **ACADEMIC APPOINTMENTS**

Section 5.1 Academic Leadership Appointments

LSU, through the Chancellor and other academic appointees, will at all times remain solely responsible for and fully in control of HSC-S operations and finances. To facilitate integration of the Collaborative, Ochsner will have representation in the selection of individuals in key HSC-S leadership positions as follows:

Section 5.1.1 In the event of a vacancy in the Chancellor position, the LSU President retains authority to appoint an interim Chancellor. Ochsner will have a representative on the search committee for the permanent HSC-S Chancellor, and the President of LSU will confer with Ochsner's Chief Executive Officer regarding the candidates under consideration prior to selecting a permanent Chancellor; provided, however, that the LSU Board of Supervisors and the President of LSU will always have the ultimate authority and control to appoint the Chancellor.

Section 5.1.2 In the event of a vacancy in the Dean position, the HSC-S Chancellor retains authority to appoint an interim Dean, subject to review and consultation with Ochsner. Ochsner will have a representative on the search committee for the permanent Dean, and the Chancellor will confer with Ochsner's Chief Executive Officer regarding the candidates under consideration prior to appointing a permanent Dean; provided, however, that the Chancellor shall have the ultimate authority to select a permanent Dean in accordance with the approval requirements set forth by the LSU President or LSU's Board of Supervisors.

Section 5.1.3 In the event of a vacancy in any Clinical Department Chair position, the Dean retains authority to appoint an interim Clinical Department Chair. Ochsner will have a representative on the search committee formed to make recommendations regarding candidates for the permanent Clinical Department Chair position, and the Dean will select such Clinical Department Chair from the slate of candidates unanimously recommended by the search committee.

Section 5.1.4 In the event of a vacancy in the Dean of the School of Allied Health or Dean of the School of Graduate Studies positions, the Chancellor retains authority to appoint an interim Dean to fill such positions. Ochsner will have a representative on the search committee formed to make recommendations regarding candidates for the permanent Dean of the School of Allied Health and Dean of the School of Graduate Studies positions; provided, however, that the Chancellor shall have ultimate authority to select a permanent Dean of the School of Allied Health and a permanent Dean of the School of Graduate Studies.

Section 5.1.5 Program Directors for each of the HSC-S Graduate Medical Education Programs will be appointed by the applicable Clinical Department Chair. Ochsner will have a representative on the search committee formed to make recommendations regarding candidates for each Program Director position, and the applicable Clinical Department Chair will select such Program Director from the slate of candidates unanimously recommended by the search committee.

Section 5.2 Faculty Appointments

To best maintain the academic focus of the AMC and facilitate the ability of the Collaborative to achieve the HSC-S Mission, the Ochsner Physicians and Community Physicians will need to obtain Medical Staff Membership with Hospital Facility Privileges and/or Medical Staff Membership with Ambulatory Facility Privileges in accordance with Section 5.2.1 or 5.2.2, and LSU will use best efforts to see that the Hospital Medical Staff Bylaws are amended by the medical staff of the Hospitals in accordance with Section 5.2.3.

Section 5.2.1 Medical Staff Membership with Hospital Facility Privileges. The Parties acknowledge and agree that Ochsner Physicians and Community Physicians who wish to obtain Medical Staff Membership with Hospital Privileges must be both credentialed members of the Hospitals' medical staff with inpatient admitting privileges and have an Adjunct Academic Appointment to the Medical School. The Parties further acknowledge and agree that Adjunct Academic Appointments are granted by the applicable Clinical Department Chair and approved or disapproved by the HSC-S Chancellor and/or the Dean in accordance with the Appointment Procedures. Within sixty (60) days of the Commencement Date, Ochsner will identify those Ochsner Physicians and Community Physicians who are important to the growth of the Collaborative and interested in having a teaching role at the Hospitals through an Adjunct Academic Appointment and Medical Staff Membership with Hospital Privileges. These Ochsner Physicians and Community Physicians will apply for, meet the criteria for, and receive such Adjunct Academic Appointment in accordance with the Appointment Procedures, which Adjunct Academic Appointment shall not be unreasonably withheld, before being credentialed for Medical Staff Membership with Hospital Privileges. Following the initial appointment and credentialing of this initial group of Ochsner Physicians and Community Physicians, any additional Ochsner Physicians and the Community Physicians wishing to obtain Medical Staff Membership with Hospital Privileges must complete the Medical Staff Membership with Hospital Privileges credentialing and Adjunct Academic Appointment processes as outlined in the Hospital Medical Staff Bylaws credentialing process. Ochsner Physicians who are granted an Adjunct Academic Appointment shall remain subject to, and retention of such Adjunct Academic Appointment shall be conditioned on compliance with, all HSC-S policies and procedures applicable to Adjunct Academic Appointments. Except as required or recommended by ACGME or other applicable oversight body, HSC-S will not amend or revise the Appointment Procedures for or HSC-S policies and procedures applicable to an Adjunct Academic Appointment without prior consent of Ochsner.

Section 5.2.2 Medical Staff Membership with Ambulatory Facility Privileges. The Parties acknowledge and agree that the medical staff at the Shreveport Hospital will be asked to amend the Hospital Medical Staff Bylaws in accordance with Section 5.2.3 below to, among other things, enable Ochsner Physicians and Community Physicians to obtain Medical Staff Membership with Ambulatory Facility Privileges without the necessity for having an Adjunct Academic Appointment. Within sixty (60) days of the Commencement Date, Ochsner will identify those Ochsner Physicians and Community Physicians whose practices do not include oversight of residents or fellows but wish to obtain Medical Staff Membership with Ambulatory Facility Privileges. These Ochsner Physicians and Community Physicians will apply for, meet the criteria for, and receive such Medical Staff Membership with Ambulatory Facility Privileges in accordance with the amended Hospital Medical Staff Bylaws. Following the credentialing of the initial

group of such Ochsner Physicians and Community Physicians, any additional Ochsner Physicians and the Community Physicians wishing to obtain Medical Staff Membership with Ambulatory Facility Privileges must complete the credentialing processes as outlined in the Hospital Medical Staff Bylaws.

Section 5.2.3 Medical Staff Bylaws Amendments. The Parties acknowledge and agree that amending the Hospital Medical Staff Bylaws to create and/or modify the existing medical staff categories to allow qualified Ochsner Physicians and Community Physicians who do not have an Adjunct Academic Appointment to obtain Medical Staff Membership with Ambulatory Facility Privileges is integral to the patient care services to be provided under the Collaborative and requires immediate consideration so that they can be initiated, reviewed and approved by the Hospitals as soon as practical after the effective date of the Collaborative. In addition, the Parties acknowledge and agree that the Hospital Medical Staff Bylaws should also be amended to:

- (a) Establish medical staff best practices to coordinate patient care with Ochsner Physicians and other physicians engaged in private practice for the Collaborative;
- (b) Provide high quality safe patient care services in the areas of the ambulatory facilities (including ambulatory and outpatient facilities including, without limitation, ambulatory surgical centers);
- (c) Comply with Federal and State Laws governing the ambulatory facilities;
- (d) Develop delineations of Medical Staff privileges to implement practices limited to the ambulatory facilities; and
- (e) Allowing department chairs, on a case-by-case determination and subject to the approval of the Dean, to waive Adjunct Academic Appointment requirements for particular categories of physician specialties.

LSU shall use its best efforts to see that the medical staff amends the Hospital Medical Staff Bylaws as set forth above; provided, however, the Parties acknowledge that LSU has no authority to require such amendment, and that if the Hospital Medical Staff Bylaws are not so amended notwithstanding LSU's best efforts, such will not be considered a breach of this Agreement by LSU. In the event and despite LSU's best efforts the Hospital Medical Staff Bylaws are not amended to allow qualified Ochsner Physicians and Community Physicians who do not have an Adjunct Academic Appointment to obtain Medical Staff Membership with Ambulatory Facility Privileges, then Ochsner Physicians and Community Physicians may apply for and receive Adjunct Academic Appointments in accordance with and provided they satisfy the criteria of the Appointment Procedures, which Adjunct Academic Appointment shall not be unreasonably withheld; and provided further that if a department chair does not recommend approval of an application by an Ochsner Physician or Community Physician for an Adjunct Academic Appointments under this Section 5.2.3 , said physician may appeal to the Chancellor of HSC-S, who can override the department chair and make the

Adjunct Academic Appointment himself in accordance with the Appointment Procedures.

ARTICLE 6
CAPITAL IMPROVEMENTS

Section 6.1 Collaborative Investment

LSU and Ochsner expressly acknowledge and agree that accomplishing the Shared Mission will require capital investment in infrastructure. Accordingly, the Parties agree, subject to any necessary adjustment based on sound business judgment and prudent business practices to which the Parties may agree, to annually invest, not less than three percent (3%) of OLHS-NL Total Revenue in facilities and/or equipment, intended to improve the Collaborative's clinical and financial performance in accordance with the Strategic Plan and budget more fully described in Article 7. The priorities and timing of such capital investments will be determined by the Parties pursuant to the joint strategic planning and budgeting processes outlined in Article 7 and are subject to the provisions of Section 7.2.4.

Section 6.2 Capital Outlay

The Parties will seek capital outlay funding as necessary from the Louisiana Legislature for projects to improve the Hospitals' infrastructure.

ARTICLE 7
STRATEGIC PLANNING AND BUDGETING

Section 7.1 Strategic Planning

The Parties are committed to participating in ongoing strategic planning for the benefit of the Collaborative. As soon as practicable after the Commencement Date, LSU and Ochsner will appoint a strategic planning committee with equal representation from each Party to establish and adopt the Strategic Plan. The Strategic Plan will be designed to assure alignment between the operations of OLHS-NL and HSC-S for purposes of advancing the Shared Mission and that the Clinical Programs targeted and developed by the Collaborative are consistent with this Agreement. In furtherance of such objective, HSC-S shall (a) allow Ochsner to review any HSC-S strategic plan, and (b) authorize Ochsner to appoint at least (1) one representative to participate in any HSC-S committee that is formed for the establishment and adoption of any HSC-S strategic plans. Also in furtherance of such objective, Ochsner shall authorize HSC-S to appoint at least one (1) representative to participate in any Ochsner committee that is responsible for the establishment and adoption of Ochsner's strategic plans in the Service Area. Following the adoption of the initial Strategic Plan for OLHS-NL, the Parties will engage in a joint annual strategic planning process to review and measure OLHS-NL's performance relative to the Strategic Plan and adjust the Strategic Plan as may be necessary to account for changed or unanticipated circumstances. Not less than one (1) year prior to the expiration of the initial Strategic Plan, the Parties will commence the process of establishing and adopting a new five-year strategic plan designed to further advance the Shared Mission. HSC-S and OLHS-NL will

coordinate and collaborate on any strategic planning in which either may engage independent of the other.

Section 7.2 Budgeting

Section 7.2.1 The Parties will engage in the budgeting process outlined in Section 7.2.3 below to assure alignment in their operations for the purpose of advancing the Shared Mission. The HSC-S budget will be prepared by HSC-S, and approved by LSU, but will be reviewed by the OLHS-NL Joint Management Committee prior to its submission to LSU to ensure strategic and capital investment alignment with OLHS-NL. OLPG, the Hospital Subsidiaries and North Louisiana Department budgets and strategic plans will be prepared by the OLPG, Hospital Subsidiaries and Ochsner, respectively, and approved by the OLHS-NL Joint Management Committee and OLHS-NL Board in accordance with the OLHS-NL Governance Documents, but will be reviewed by HSC-S prior to submission to the OLHS-NL Joint Management Committee and OLHS-NL Board to ensure strategic and capital investment alignment with HSC-S.

Section 7.2.2 In accordance with the objective to move to a more productivity-based compensation methodology for the HSC-S Physicians and Ochsner Physicians, as soon as practicable following the Commencement Date, the Parties will establish the Compensation Committee. The Compensation Committee shall be composed of ____ members, including (a) ____ Ochsner representatives, at least __ () of whom shall be duly licensed and practicing physicians; and (b) ____ HSC-S representatives, at least __ () of whom shall be duly licensed and practicing physicians. The Compensation Committee will establish Compensation Plans for compensating HSC-S Physicians and Ochsner Physicians for the clinical work in which they are involved. The Compensation Plans shall be approved by the OLHS-NL Joint Management Committee. The CEO and CMO will consider the approved Compensation Plans as guiding principles when establishing the clinical compensation to be paid to individual physicians under Section 2.2.4 and 2.2.5, as applicable; provided, however, the Parties acknowledge that it will take time to modify compensation structures already in place as of the Effective Date to align with the Compensation Plans and that the CEO and CMO shall have flexibility to address the unique nature of each department and physician. Ochsner and LSU reserve the right to determine what portion of each of their respective physicians' time shall be devoted to non-clinical services (e.g., education and research) and to compensate their physicians for such non-clinical time as they deem appropriate.

Section 7.2.3 Each calendar year, HSC-S will submit its proposed annual operating budget to the OLHS-NL Joint Management Committee, and OLPG, the Hospital Subsidiaries and the North Louisiana Department will submit their proposed annual operating budgets to HSC-S. The Dean, the CEO, the CMO, and such others as those individuals may engage to provide decision support, will jointly review and work in good faith to agree upon and reconcile the proposed budgets consistent with the goals outlined in Section 7.2.1 above. Upon such agreement and reconciliation, the HSC-S budget will be reviewed by the OLHS-NL Joint Management Committee and submitted to LSU for approval and the OLPG, Hospital Subsidiaries and North Louisiana Department budgets

will be submitted to the OLHS-NL Joint Management Committee and OLHS-NL Board for approval in accordance with the OLHS-NL Governance Documents.

Section 7.2.4 Except for any reimbursement to the Hospital Manager and Administrative Manager for their direct and indirect costs under the Hospital Management Agreement and Administrative Support Agreement, and any repayment to Ochsner by the OLHS-NL Entities under the Line of Credit, OLHS-NL and its Subsidiaries shall only make payments to HSC-S, OLPG, Ochsner, Hospital Manager, and/or Administrative Manager under the Collaborative Agreements, and shall only invest in capital investments, if and to the extent that OLHS-NL has available Free Cash Flow after accounting for all payments owed to third parties; provided, further, if OLHS-NL's Free Cash Flow in any month is insufficient to pay the full amount due and payable to HSC-S and Ochsner, Hospital Manager, and/or Administrative Manager under the Collaborative Agreements, and to make any capital investment identified in its budget, then OLHS-NL shall reduce proportionately the amounts currently due and payable *(i)* to HSC-S under the Collaborative Agreements; *(ii)* to Ochsner, Hospital Manager and Administrative Manager under the Collaborative Agreements; and *(iii)* for a capital investment in that month to the amount of its available Free Cash Flow; provided, however, that in the event OLHS-NL's Free Cash Flow in a subsequent month exceeds the amount owed and payable to HSC-S and Manager in that month, OLHS-NL shall use the Free Cash Flow to reimburse any deficit owed and payable to HSC-S or Manager for a prior month(s).

ARTICLE 8

HSC-S COMPENSATION

Section 8.1 Faculty Services Agreement and Academic Affiliation Agreement.

Section 8.1.1 Ochsner and LSU agree that based on current HSC-S operating costs, OLPG's estimated Third-Party Payer Collections, and the FSA/AAA Value, the Base Contract Funding for the current fiscal year is estimated to be One Hundred Seventy Eight Million Dollars (\$178,000,000.00), to be appropriately allocated between the FSA and AAA in accordance with the terms and conditions thereof. Ochsner and LSU further agree that the expected sources of the Base Contract Funding include *(a)* a Third Party Payer Portion of Seventy Million Dollars (\$70,000,000.00) from Third-Party Payer Collections, and *(b)* an FSA/AAA Portion of One Hundred Eight Million Dollars (\$108,000,000.00). Subject to Section 7.2.4 and HSC-S's compliance with all material terms of the FSA and AAA, for the first two (2) years of the Collaborative, *(y)* OLHS-NL, through the FSA and AAA, will guarantee payment to HSC-S of the FSA/AAA Portion (i.e., \$108,000,000) (as prorated in accordance with this Section 8.1.1 for the first year of the Collaborative), and *(z)* OLHS-NL, through the FSA, will guarantee payment to HSC-S of all actual Third-Party Payer Collections, minus any expenses incurred by the OLPG under the Administrative Support Agreement, which payment to HSC-S shall not exceed the Third-Party Payer Portion (i.e., \$70,000,000) (as prorated in accordance with this Section 8.1.1 for the first year of the Collaborative). Any Third-Party Payer Collections (minus any expenses incurred by OLPG under the Administrative

Support Agreement) in excess of the Third-Party Payer Portion (i.e., \$70,000,000) (as prorated in accordance with this Section 8.1.1 for the first year of the Collaborative) will be retained by OLHS-NL to be utilized for purposes of the Shared Mission as the OLHS-NL Joint Management Committee deems advisable. If Third-Party Payer Collections (minus any expenses incurred by OLPG under the Administrative Support Agreement) are less than the Third-Party Payer Portion (i.e., \$70,000,000), then HSC-S shall be paid an amount equal to OLPG's actual Third-Party Collections (minus any expenses incurred by OLPG under the Administrative Support Agreement). Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that the compensation provided hereunder shall be prorated for the first [9-month] period of the Collaborative coinciding with the Effective Date through OLHS-NL's fiscal year end to reflect the prorated amount of compensation for such time period.

Section 8.1.2 OLHS-NL, through OLPG and OLH, shall (a) make monthly payments to HSC-S under the FSA and AAA in the amount of one-twelfth (1/12) of the FSA/AAA Portion (i.e., \$9,000,000) and (b) quarterly payments in the amount of one-fourth (1/4) of OLPG's actual Third-Party Collections (minus any expenses incurred by OLPG under the Administrative Support Agreement) for the preceding quarter up to one-fourth (1/4) of the Third-Party Payer Portion for such quarter (i.e., \$17,500,000), subject to an annual reconciliation taking into account OLPG's actual Third Party Payer Collections, the annual Third-Party Payer Portion (i.e., \$70,000,000) and the actual amount of Third Party Payer Collections. Notwithstanding anything herein to the contrary, the Parties agree to collaborate in good faith to transition from the compensation methodology described in this Section 8.1 to a more productivity-based compensation model within two (2) years of the Commencement Date. In addition, the Parties agree that the compensation described under this Section 8.1.2 shall be prorated for the first [9-month] period of the Collaborative coinciding with the Effective Date through OLHS-NL's fiscal year end to reflect the prorated amount of compensation for such time period.

Section 8.2 Additional Payments. The FSA shall obligate HSC-S to, among other things, (a) require reassignment to OLPG of any and all rights of HSC-S, FGP, the HSC-S Physicians and the HSC-S Practitioners to bill and collect from patients and third-party payors for any clinical services, and (b) require assignment to OLPG of the right of HSC-S, FGP, the HSC-S Physicians, and the HSC-S Practitioners for payment for any clinical services provided by the HSC-S Physicians or HSC-S Practitioners, except for (y) payments for Carve Out Services and (z) Supplemental Payments in an amount not to exceed the Supplemental Payment Cap in any given State fiscal year, it being understood by the Parties that any Increased Fee Schedule Amount in excess of the Supplemental Payment Cap shall be subject to assignment by HSC-S, FGP, the HSC-S Physicians and the HSC-S Practitioners to OLPG.

ARTICLE 9 DISPUTE RESOLUTION

Section 9.1 Dispute Process

Subject to Section 1.1.3 above regarding Prior Separate Activities and Section 9.2 below regarding Financial Defaults, in the event of a Dispute, regardless of whether the Dispute would

constitute a breach under the applicable Collaborative Agreement, the Dispute Process below shall be the exclusive means available to the Parties, and the Parties shall follow the Dispute Process in a good faith attempt, to resolve the Dispute:

Section 9.1.1 Informal Discussions. The Notice Party shall first send the Initial Dispute Notice to the other Parties. Within fifteen (15) days of the other Parties' receipt of the Initial Dispute Notice, the leadership of the Collaborative, including, without limitation, the Chancellor and/or the Dean, the OLPG CEO, the OLHS-NL CEO and/or other HSC-S and OLHS-NL representatives, as appropriate, will confer in an effort to resolve the Dispute through informal negotiation. The Parties shall strive in good faith to resolve all Disputes through the informal process in accordance with this Section 9.1.1 whenever possible; provided, however, if forty-five (45) days have elapsed since issuance of the Initial Dispute Notice and the Parties have neither resolved the Dispute nor made sufficient progress towards resolving the Dispute, in either instance to the reasonable satisfaction of the Notice Party, then the Notice Party may refer the Dispute for more formal negotiations according to and as set forth in Section 9.1.2 below.

Section 9.1.2 Executive Discussions. If the Notice Party desires to refer the Dispute for more formal negotiations according to this Section 9.1.2, the Notice Party shall send a Collaborative Dispute Notice to the other Parties, and the Parties shall follow the procedure set forth below in a good-faith attempt to resolve the Dispute:

(1) If the individuals who participated in the informal negotiations under Section 9.1.1 do not include all of the LSU Designated Directors and the Ochsner Designated Directors, the Dispute will be referred to the OLHS-NL Board for discussion and resolution at a regular or special meeting of the OLHS-NL Board held within thirty (30) days of the issuance of the Collaborative Dispute Notice.

(2) If the individuals who participated in informal negotiations under Section 9.1.1 include all of the LSU Designated Directors and Ochsner Designated Directors, or if the OLHS-NL Board is unable to resolve the Dispute in accordance with Section 9.1.2(1) above, then the Ochsner CEO and LSU President and/or their designees shall attempt to resolve the Dispute one-on-one.

Section 9.1.3 Mediation. If the Ochsner CEO and the LSU President and/or their designees are unable to resolve the Dispute, the Notice Party may refer the Dispute for non-binding mediation as follows:

(1) The Parties shall identify a Qualified Individual. Upon disclosure of any prior relationships with any Party or any principal of any Party or any other actual or potential conflict of interest and the agreement of the Parties and the Qualified Individual, such Qualified Individual will serve as mediator.

(2) If the Parties are unable to agree on a Qualified Individual to act as the mediator, each Party will name a Qualified Individual, and those two (2) Qualified Individuals will select a third Qualified Individual who, upon disclosure of any prior relationships with any Party or any

principal of any Party or any other actual or potential conflict of interest, will serve as the mediator.

(3) The mediator shall mediate the Dispute for a period of time not to exceed sixty (60) days (unless extended by mutual agreement of the Parties). The Parties will follow such process(es) as the mediator may prescribe, including without limitation submission of written position statements, participation in conference calls, and attendance at meetings. All proceedings in connection with the mediation are for purposes of settlement and shall be confidential and inadmissible as evidence at any trial, hearing, or other legal proceeding. The mediator shall not issue any findings of fact, conclusions of law, or recommendations.

(4) In the event that two (2) material Disputes initiated in the same fiscal year or three (3) material Disputes initiated in any two consecutive fiscal years are not resolved to a Party's satisfaction at the conclusion of mediation, such Party may elect as a matter of right to issue a Termination Notice and initiate the wind down and dissolution of the Collaborative in accordance with Article 11, subject to Section 9.1.3 (5) below. In accordance with Section 10.5 and except as specifically set forth in Section 9.1.3 (5) below, no Party to this Agreement or to any other Collaborative Agreement shall have a right to injunctive or other relief to prevent termination of this or any other Collaborative Agreement and wind down of the Collaborative following such Termination Notice, but shall not be precluded from pursuing a claim for damages for wrongful termination of any or all of the Collaborative Agreements or to enforce any liquidated financial obligation owed to such Party under this Agreement or any Collaborative Agreement.

(5) If a Party issues a Termination Notice pursuant to Section 9.1.3 (4) above, and if any other Party to this Agreement contests whether the issuing Party had a Good Faith Basis for issuing such Termination Notice, then the contesting Party may initiate an arbitration proceeding pursuant to the AHLA Rules, provided that the arbitration shall be limited solely to the issue of whether the issuing Party had a Good Faith Basis for issuing such notice. Any arbitration must be initiated by the contesting Party filing a demand for arbitration form with the AHLA Dispute Resolution Service and conducted pursuant to the AHLA Rules within thirty (30) days of the contesting Party's receipt of the Termination Notice. The arbitrator shall be conducted by a single arbitrator selected in accordance with the AHLA Rules, provided that the Parties agree that any arbitrator selected must be a Qualified Individual. Unless the Parties agree otherwise at that time, the Parties agree to expedited review and issuance of a final ruling within ninety (90) days of the appointment of the arbitrator. In the event the arbitrator rules that the terminating Party did not have a Good Faith Basis for issuing a Termination Notice, then the arbitrator shall not have the authority to enjoin or otherwise prevent termination and wind down of the Collaborative, but notwithstanding anything in this Agreement to the contrary, the contesting Party may file suit to enjoin termination and wind down of the Collaborative and the arbitrator's ruling shall constitute presumptive evidence of wrongful termination in such proceeding. For clarity, the arbitration shall not include, and the arbitrator shall not rule on: (x) the relative merits of the Parties' positions and arguments in any of the Disputes giving rise to the Termination Notice, (y) the relative merits of the Parties' positions and arguments regarding the cumulative effect of the Disputes, and (z) whether or not any Party has breached the Agreement; provided, however, that such limitations shall not preclude a Party from introducing or the arbitrator from considering any factual information determined by the arbitrator to be relevant to the issue

whether the issuing Party had or did not have a Good Faith Basis for issuing the Termination Notice..

Section 9.1.4 Consent to DOA Participation in Dispute Process. At any point in the Dispute Process, any Party may request that DOA participate in the Dispute Process, and the other Party shall not object to such request. Upon such request, the Commissioner of Administration and/or his or her designee(s) shall be allowed to participate in the Dispute Process to the extent DOA deems advisable.

Section 9.2 Financial Defaults

In the event of a Financial Default, the Parties are not required to follow the Dispute Process set forth in Section 9.1 above. Instead, the Defaulting Party shall have a Financial Default Cure Period following the provision of notice of Financial Default by the non-Defaulting Party to the Defaulting Party to pay the amount owed in full. If the Defaulting Party: (a) fails to cure a Financial Default in full within the Financial Default Cure Period, or (b) incurs three (3) or more Financial Defaults in any given fiscal year within the Term, regardless of whether cured, the non-Defaulting Party may issue a notice of intent to terminate the Collaborative Agreement(s) under which the Financial Default arose, as well as all other Collaborative Agreements, and initiate wind down and dissolution of the Collaborative in accordance with Article 11. In accordance with Section 10.5 below, neither the Defaulting Party nor any other party to any Collaborative Agreement shall have a right to injunctive or other relief to prevent termination of this or any other Collaborative Agreement and wind down of the Collaborative under this Section 9.2, but shall not be precluded from pursuing a claim for damages for wrongful termination of any or all of the Collaborative Agreements or to enforce any liquidated financial obligation owed to such Party under this Agreement.

ARTICLE 10 **TERM AND TERMINATION**

Section 10.1 Term

The Initial Term of this Agreement shall be ten (10) years, beginning on the Commencement Date, and shall automatically renew for two (2) successive Renewal Terms, for a total Term of twenty (20) years, unless any Party gives a Non-Renewal Notice not less than six (6) months prior to the expiration of the Initial Term or the Renewal Term then in effect, as applicable.

Section 10.2 Termination Events

Any Party may give a Termination Notice prior to the expiration of the Initial Term or any Renewal Term upon the occurrence of any of the following events:

Section 10.2.1 The mutual agreement of the Parties.

Section 10.2.2 Failure of any Party to execute one or more of the Collaborative Agreements by the Commencement Date.

Section 10.2.3 Termination of any of the Collaborative Agreements (with the exception of the Shared Services Agreement) without the consent of the other parties thereto.

Section 10.2.4 Any Party has made any representation or warranty in this Agreement or any other Collaborative Agreement which is at any time found to have been inaccurate in any material respect at the time such warranty or representation was made, provided that inaccuracies that are not the result of intentional misrepresentation, are not reasonably anticipated to have a material impact on the Collaboration, or which are corrected on or before the Commencement Date, shall be excused and shall not be grounds for a Termination Notice under Section 10.2.

Section 10.2.5 In accordance with Section 9.2 above, if a Party (a) fails to cure a Financial Default in full within the Financial Default Cure Period, or (b) incurs three (3) or more Financial Defaults in any given fiscal year during the Term, regardless of whether cured.

Section 10.2.6 Any Change Of Ochsner Control.

Section 10.2.7 If a Party shall apply for or consent to the appointment of a receiver, trustee or liquidator of such party or of all or a substantial part of its assets, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangements with creditors or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating such Party bankrupt or insolvent, and such order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating such Party bankrupt or insolvent, and such order, judgment or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days.

Section 10.2.8 Failure of the Collaborative to timely receive Adequate Public Funding.

Section 10.2.9 Failure to resolve to the Disputing Party's satisfaction two (2) material Disputes initiated in the same fiscal year or three (3) material Disputes initiated in any two consecutive fiscal years upon conclusion of the Dispute Process, including through the issuance of a final decision in any arbitration proceeding initiated in accordance with Section 9.1.3 (5) above.

Any Dispute regarding a Party's right to terminate this Agreement in accordance with Section 10.2.2 Section 10.2.3 Section 10.2.4 or Section 10.2.6 shall be subject to the Dispute Process in Section 9.1.

Section 10.3 Effects of Non-Renewal Notice or Termination Notice

The issuance of a Non-Renewal Notice or a Termination Notice will commence the Wind Down Period as provided in Article 11. The Parties will continue to comply with all terms and conditions of this Agreement and all other Collaborative Agreements throughout the Wind-Down Period.

Section 10.4 Termination Upon Termination of the CEA

The normal expiration or early termination of the CEA shall automatically terminate this ACCA subject to the Wind Down Period as provided in Article 11 below.

Section 10.5 Express Waiver of Claims for Injunctive Relief

Except as otherwise specifically set forth in Section 9.1.3 (5) above, no Party nor any other party to any Collaborative Agreement shall have a right to injunctive or other relief to prevent termination of this or any other Collaborative Agreement and wind down of the Collaborative at any time following issuance of a Non-Renewal Notice or the occurrence of any event that could give rise to a Termination Notice under Section 10.2 of this Agreement; provided, however, that no Party nor any other party to any Collaborative Agreement shall be precluded from pursuing a claim against a Party for money damages for wrongful termination of any or all of the Collaborative Agreements; and provided further that a final ruling by an arbitrator in accordance with Section 9.1.3(5) that the terminating Party did not have a Good Faith Basis for issuing a Termination Notice shall constitute presumptive evidence of wrongful termination in any such proceeding for money damages.

ARTICLE 11 **WIND DOWN RESOLUTION**

The Parties acknowledge and agree that LSU is, and will at all times during the Term remain, obligated to continue its pursuit of the HSC-S Mission, and that if the Collaborative is terminated for any reason, it is imperative that the Parties continue to work together in good faith, in accordance with the Governing Principles, and as fiduciaries to OLHS-NL and the Collaborative, during the Wind Down Period to minimize potential disruption to the education, research and patient care services provided through the AMC.

Section 11.1 Wind Down Period

The Wind Down Period will commence upon issuance of the Non-Renewal Notice or the Termination Notice, whichever is applicable, and end on the Termination Date, which shall be (a) in the case of a Non-Renewal Notice, upon the expiration of the Initial Term or the Renewal Term then in effect, as applicable, or (b) in the case of a Termination Notice, six (6) months from the date of the Termination Notice.

Section 11.2 Wind Down Process

As soon as practicable following commencement of the Wind Down Period, the Parties shall begin discussions for Ochsner's withdrawal from the Collaborative and the orderly transition of the AMC. The Parties will work together in good faith to minimize the costs of the transition to all Parties. The Hospitals' Medicare, Medicaid, and other provider numbers, as well as all applicable licenses, permits, and similar authorizations needed to do business, shall remain with OLHS-NL. Additional areas to be addressed and, to the extent possible, concluded during the Wind Down Period to assure the orderly transition of the AMC will include, but are not limited to, the following:

Section 11.2.1 Transition of the Hospitals' and OLPG's electronic information systems and data to LSU or to a New Partner at no additional charge to LSU or a New Partner.

Section 11.2.2 Ongoing compliance with all terms and conditions of all Collaborative Agreements through the Termination Date (with the exception of the restrictive covenants set forth in Section 1.3.4 and Schedule 1.3.4) including, without limitation, payment of any outstanding amounts due to LSU, HSC-S, or Ochsner or their respective affiliates.

Section 11.2.3 Such other issues as the Parties may need to address to assure the orderly transition with minimal disruption to the AMC and minimal additional costs to LSU, Ochsner and any New Partner.

Section 11.3 Dissolution of OLHS-NL

Following the Termination Date, the OLHS-NL Board may proceed with the process of dissolving OLHS-NL and its Subsidiaries in accordance with Louisiana law.

ARTICLE 12 **REPRESENTATIONS AND WARRANTIES**

Section 12.1 LSU Representations and Warranties

LSU represents and warrants that the statements contained in this Article 12 are correct and complete as of the Effective Date or will be correct and complete as of the Commencement Date.

Section 12.1.1 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 12.1.2 This Agreement constitutes the legal, valid and binding obligation of LSU, enforceable against it in accordance with its terms, and any other agreement executed and delivered by LSU in connection with this 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.

Section 12.1.3 To LSU's knowledge, neither the execution and delivery of this Agreement nor the consummation or performance of any obligation under any of the Collaborative Agreements will, directly or indirectly (with or without notice or lapse of time):

- (1) Conflict with any resolution adopted by LSU's Board of Supervisors;
- (2) 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;

(3) 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 held by LSU;

(4) Cause Ochsner or OLHS-NL to become subject to, or to become liable for the payment of, any liability of LSU;

(5) To LSU's knowledge, result in any Medical Education Program violating any rules, policies, procedures or ACGME accreditation requirements, or otherwise result in (a) any Medical Education Program ceasing to be accredited by ACGME, (b) any Medical Education Program ceasing to be funded by the State, or (c) LSU ceasing to comply with or satisfy any reimbursement requirements or other regulations of CMS.

Section 12.1.4 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 its obligations under this Agreement or any other Collaborative Agreement or otherwise materially and adversely affect any Medical Education Program without Ochsner's prior written consent.

Section 12.1.5 All corporate actions of LSU necessary for the execution, delivery, and performance of this Agreement and the performance of the Collaborative Agreements 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 performance of its obligations under the Collaborative Agreements will not result in the creation of any material lien, charge, or encumbrance of any kind or the acceleration of any material indebtedness or other material 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 material default under or a material 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 12.1.6 All LSU personnel who are medical providers providing services under this Collaborative are participating in or otherwise authorized to receive reimbursement from Medicare and Medicaid. To the extent directly related to this Collaboration, 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, or, except as expressly disclosed by LSU to Ochsner through due diligence, the obligation to make any repayment with respect to any federal health care program. No LSU personnel providing services under the Collaborative are excluded from participation in Medicare, Medicaid or any other federal health care program.

Section 12.1.7 To LSU's knowledge, except as expressly disclosed by LSU to Ochsner through due diligence, no LSU personnel providing services in under the Collaborative have 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: (a) 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; (b) 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; (c) 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 (d) 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 the Health Care Laws, but only to the extent such agreements are reasonably likely to have a material adverse effect on the Collaboration.

Section 12.1.8 There is no Order to which LSU is subject that would limit or affect LSU's ability to enter into or perform any obligation under this Agreement or any other Collaborative Agreement.

Section 12.1.9 All clinical LSU personnel providing services under the Collaborative have been continuously insured for professional malpractice claims during the lesser of (a) the last three (3) years, or (b) 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 providing services under the Collaborative 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 a health sciences center offering medical education, research and clinical services of the size and scope of the operations of HSC-S in connection with this Collaborative, with such limits and other terms of coverage as are commercially reasonable for a health sciences center similar in size and scope to HSC-S.

Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that LSU's non-compliance with any of the representations and warranties made under this Section 12.1 that

are not reasonably anticipated to have a material adverse effect on the Collaboration shall not be grounds for a Termination Notice under Section 10.2.

Section 12.2 Ochsner Representations and Warranties

Ochsner represents and warrants that the statements contained in this Article 12 are correct and complete as of the Effective Date or will be correct and complete as of the Commencement Date.

Section 12.2.1 Ochsner is a nonprofit corporation organized under the laws of Louisiana. Ochsner is validly existing and in good standing under the laws of Louisiana.

Section 12.2.2 This Agreement constitutes the legal, valid and binding obligation of Ochsner, enforceable against it in accordance with its terms, and any other agreement executed and delivered by Ochsner in connection with this Agreement will constitute the legal, valid and binding obligation of Ochsner, enforceable against it in accordance with its terms. Ochsner's Board of Directors 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 Ochsner's obligations hereunder and thereunder.

Section 12.2.3 To Ochsner's knowledge, neither the execution and delivery of this Agreement nor the consummation or performance of any obligation under any of the Collaborative Agreements will, directly or indirectly (with or without notice or lapse of time):

- (1) Breach any resolution adopted by Ochsner's Board of Directors;
- (2) Give any governmental body or other person the right to any successful remedy or relief under any legal requirement to which Ochsner may be subject;
- (3) 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 held by Ochsner;
- (4) Cause LSU to become subject to, or to become liable for the payment of, any liability of Ochsner;

Section 12.2.4 Ochsner warrants that it will not take any action, fail to take any action, enter into any agreement or consummate any transaction that would prevent Ochsner from performing its obligations under this Agreement.

Section 12.2.5 All corporate actions of Ochsner necessary for the execution, delivery, and performance of this Agreement and the performance of the Collaborative Agreements 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 Ochsner and the performance of its obligations under the Collaborative Agreements will not result in the creation of any material lien, charge, or encumbrance of any kind or the acceleration of any material indebtedness or other material obligation of Ochsner 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 material default under or a material breach of the governing documents of Ochsner, nor will it have a material adverse effect upon any contract, lease, agreement, indenture, mortgage, pledge, lease, sublease, option, or commitment to which Ochsner is a party or by which Ochsner is bound.

Section 12.2.6 All Ochsner personnel who are medical providers providing services under the Collaborative are participating in or otherwise authorized to receive reimbursement from Medicare and Medicaid. To the extent directly related to the Collaborative, 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 Ochsner'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, or, except as expressly disclosed by Ochsner to LSU through due diligence, the obligation to make any repayment with respect to any federal health care program. No Ochsner personnel providing services under the Collaborative are excluded from participation in Medicare, Medicaid or any other federal health care program.

Section 12.2.7 To Ochsner's knowledge, except as expressly disclosed by Ochsner to LSU through due diligence, no Ochsner personnel providing services under the Collaborative have 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: (a) 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; (b) 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; (c) 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 (d) 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. Ochsner is not a party to any Corporate Integrity Agreement or similar settlement, compliance, or oversight agreement with any governmental body relating to the Health Care Laws, but only to the extent such agreements are reasonably likely to have a material adverse effect on the Collaboration..

Section 12.2.8 There is no Order to which Ochsner is subject that would limit or affect Ochsner's ability to enter into or perform any obligation under this Agreement or any other Collaborative Agreement.

Section 12.2.9 All clinical Ochsner personnel providing services in under this Collaborative have been continuously insured for professional malpractice claims during the lesser of (a) the last three (3) years, or (b) the period during which such Ochsner personnel have been authorized to provide professional medical services on behalf of Ochsner. All clinical LSU personnel providing services under this Collaborative are "qualified state health care providers" as defined in LA R.S. 40:1231.1, et seq. To Ochsner's knowledge, no Ochsner personnel providing services under this Collaborative is in default with respect to any provision contained in any policy covering the professional acts of such Ochsner 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. Ochsner has maintained in effect and continues to maintain in effect such other policies of insurance as are customary for a health care delivery system offering medical education, research and clinical services of the size and scope of the operations of Ochsner in connection with this Collaborative, with such limits and other terms of coverage as are commercially reasonable for a health care delivery system similar in size and scope to Ochsner.

Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that Ochsner's non-compliance with any of the representations and warranties made under this Section 12.2 that are not reasonably anticipated to have a material adverse effect on the Collaboration shall not be grounds for a Termination Notice under Section 10.2.

ARTICLE 13
REGULATORY COMPLIANCE

This Agreement is intended to comply with all Health Care Laws and all requirements applicable to tax-exempt entities under Sections 501(c)(3) or 115 of the Code, and nothing herein is intended to require, nor shall this Agreement or any other Collaborative 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, jeopardize its tax-exempt status, or impact its ability to receive governmental or private funds for the provision of health care services. If any Party determines in good faith that the terms of this Agreement or any other Collaborative Agreement violate any Health Care Law or Tax Exempt Requirement, or in case of a Change of Law that results in any Party determining in good faith that this Agreement or any Collaborative Agreement would or could potentially violate any Health Care Law in any material respect or jeopardize its tax-exempt status, the Parties will negotiate in good faith to amend this Agreement and/or any other Collaborative Agreement to assure continuing compliance with all Health Care Laws and Tax Exempt Requirements. If the Parties disagree as to the impact of any Health Care Law, Tax Exempt Requirement or Change of Law on this Agreement or any other Collaborative Agreement, or are unable to reach agreement on an amendment to this Agreement or any other Collaborative Agreement to the satisfaction of both Parties, such disagreement will be considered a Dispute subject to resolution in accordance with the Dispute Process under Article 9.

ARTICLE 14
GENERAL PROVISIONS

Section 14.1 Interpretation. In this Agreement, unless a clear contrary intention appears:

- (1) the singular number includes the plural number and vice versa;
- (2) 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;
- (3) reference to any gender includes the other gender;
- (4) 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;
- (5) 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
- (6) "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;
- (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;
- (8) "or" is used in the inclusive sense of "and/or";
- (9) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding";
- (10) references to "day" shall mean a business day; and
- (11) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

Section 14.2 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 14.3 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 other Collaborative Agreements, including all fees and expense of its representatives.

Section 14.4 Public Announcements

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

Section 14.5 Confidential Information

Section 14.5.1 Restricted Use of Confidential Information. Subject to Section 14.5.7 below, except as otherwise required by law, a Receiving Party acknowledges the confidential and proprietary nature of Confidential Information received from the Disclosing Party and agrees that such Confidential Information to the extent allowed by law (a) shall be kept confidential by the Receiving Party; (b) shall not be used for any reason or purpose other than to evaluate and perform under the Collaborative Agreements; and (c) without limiting the foregoing, shall not be disclosed by the Receiving Party to any other 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 or Ochsner, as applicable. A Party shall disclose the Confidential Information of the other Party only to its representatives who require such material and are informed of the obligations of this Section. Each Party shall (x) enforce the terms of this Section as to its respective representatives; (y) take such action to the extent necessary to cause its representatives to comply with the terms and conditions of this Section; and (z) be responsible and liable for any breach of the provisions of this Section by it or its representatives.

Section 14.5.2 Exceptions. This Section 14.5 does not apply to that part of the Confidential Information of a Disclosing Party that a Receiving Party demonstrates (a) was, is, or becomes generally available to the public other than as a result of a breach of this Section 14.5 by the Receiving Party or its representatives; (b) was or is developed by the Receiving Party independently of and without reference to any Confidential Information of the Disclosing Party; or (c) 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.

Section 14.5.3 Legal Proceedings. Subject to Section 14.5.7 below, if a Receiving Party becomes compelled by law or is requested by a governmental body having regulatory jurisdiction over the Collaborative Agreements to make any disclosure that is prohibited or otherwise constrained by this Section, 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 Section. 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 the Dispute Process or any legal proceedings between the Parties related to the Collaborative Agreements.

Section 14.5.4 Return or Destruction of Confidential Information. Except as required by law, if this Agreement is terminated, each Receiving Party shall, to the extent allowed by law, (a) destroy all Confidential Information of the Disclosing Party prepared or generated by the Receiving Party without retaining a copy of any such material; (b) 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 (c) 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.

Section 14.5.5 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 (a) share a common legal and commercial interest in all of the Disclosing Party's Confidential Information that is subject to such privileges and protections; (b) are or may become joint defendants in legal proceedings to which the Disclosing Party's Confidential Information covered by such protections and privileges relates; (c) intend that such privileges and protections remain intact should any party become subject to any actual or threatened legal proceeding to which the Disclosing Party's Confidential Information covered by such protections and privileges relates; and (d) intend that after the consummation of the Collaborative Agreements the Receiving Party shall have the right to assert such protections and privileges. No Receiving Party shall admit, claim, or contend, in proceedings involving any 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.

Section 14.5.6 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

Section 14.5, such information shall still be considered Confidential Information of that Disclosing Party for purposes of this Section 14.5 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.

Section 14.5.7 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 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.

Section 14.5.8 Public Records Request. The financial and other records created by, for or otherwise belonging to Ochsner and OLSH-NL shall remain in the possession, custody, and control of Ochsner and OLSH-NL, 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. The Parties consider records of Ochsner and OLHS-NL to be proprietary to Ochsner and OLHS-NL, and to the extent that Ochsner or OLHS-NL 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 LSU receives or learns of a public records request for documents pursuant to the Louisiana Public Records Act which may include documents marked as confidential and/or proprietary to Ochsner or OLHS-NL, LSU will give notice to Ochsner and OLHS-NL that LSU has received or learned of such a public records request prior to producing any documents considered to be proprietary to Ochsner or OLHS-NL. LSU retains the sole discretion to determine whether any such documents are public records that must be produced in response to such request; provided, however, that in the event that Ochsner or OLHS-NL objects to the production and believes that the records are not subject to production pursuant to the Public Records Act, Ochsner or OLHS-NL will immediately so notify LSU and take such action as Ochsner or OLHS-NL deems necessary to protect the disclosure of such records.

Section 14.6 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 or electronically delivered to the applicable Party, or if sent by overnight courier or by certified or registered mail, at its address set forth below:

If to LSU:

Louisiana State University

With a copy to:

Louisiana State University

Health Sciences Center – Shreveport

Shreveport, LA _____
Attention: Chancellor

3810 West Lakeshore Drive
Baton Rouge, LA 70808
Attention: General Counsel

If to Ochsner:
Ochsner Clinic Foundation
1514 Jefferson Highway
New Orleans, LA 70121
Attention: Chief Executive Officer

With a copy to:
Office of Legal Affairs
Ochsner Clinic Foundation
1450 Poydras Street, Suite 2250
New Orleans, LA 70112

If to OLHS-NL:

With a copy to:

or to such other address as a Party may from time to time specify by written notice to the other Party. Any such notice shall, for all purposes, be deemed to be given and received (a) if by hand or electronic delivery, when delivered, if by hand or electronic delivery, when delivered (b) if given by nationally recognized and reputable overnight delivery service, the business day on which the notice is actually received by the Party, or (c) if given by certified mail, return receipt requested, postage prepaid, three (3) Business Days after posted with the United States Postal Service.

Section 14.7 Jurisdiction, Venue and Service of Process

The exclusive venue for any lawsuit filed by any Party to this Agreement or any party to any other Collaborative Agreement and arising out of or related to any Collaborative Agreement is the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana. 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 lawsuit referred to in the first sentence of this Section may be served on any party anywhere in the world.

Section 14.8 Money Damages; Legal Fees and Costs

The Parties expressly acknowledge and agree that the Dispute Process set forth in Article 9 is the exclusive means by which the Parties will resolve Disputes, and in the event of any Dispute that the Parties are unable to resolve to their mutual satisfaction pursuant to the Dispute Process, including, without limitation, any claim that a Party has failed to participate in the Dispute Process in good faith, such Dispute may be addressed and the Parties may be adequately compensated through a claim for monetary damages. Accordingly, except as otherwise

specifically set forth in Section 9.1.3 (5) above, no Party shall be entitled, at law or in equity, to enforce any provision of this Agreement by a decree of specific performance, temporary, preliminary, or permanent injunctive, or other equitable relief to resolve any Dispute arising under this Agreement, and the Parties expressly waive any rights they may otherwise have to pursue such equitable relief. In the event that any Party elects to incur legal expenses to pursue a claim for monetary damages under 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 such other money damages to which such Party shall be entitled.

Section 14.9 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 Collaborative Agreements) 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 the Parties.

Section 14.10 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 Party; provided, however, that Ochsner shall be authorized to assign this Agreement to its affiliates with at least ten (10) days' advance notice to LSU but without requiring LSU's prior written consent. 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 14.11 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 14.12 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 14.13 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 14.14 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 14.15 Execution in Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

Section 14.16 Access to Records

To the extent that any 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 ten (10) 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 ten (10) 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 Party of the nature and scope of such request and shall make available to the other Party, 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 14.17 Name and Trademark

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

Section 14.18 Nondiscrimination

The Parties shall abide by and shall cause OLHS-NL 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 the Americans with Disabilities Act of 1990. The Parties shall not and shall cause OLHS-NL to not discriminate in their employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disability or sexual orientation.

Section 14.19 Further Acts and Assurances

Each Party shall, at any time and from time to time at and after the execution of this Agreement, upon reasonable request of the other Party, take any and all steps reasonably necessary to consummate the Collaborative Agreements, 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 Collaborative Agreements.

Section 14.20 Nonappropriation Clause

All LSU obligations under this Agreement to make payments of any kind are contingent obligations and shall be subject to appropriation by the Louisiana Legislature of sufficient funds appropriated therefor and the availability of funds following Legislative appropriation. LSU agrees to make good faith best efforts to seek specific appropriation for such funds from the Louisiana Legislature, 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 any Party's right to terminate this Agreement for failure to agree upon or receive Adequate Public Funding under the CEA.

The rest of this page intentionally left blank.

Signature page for Academic And Clinical Collaboration Agreement

IN WITNESS WHERE, the Parties have caused this Agreement to be duly executed and delivered, as of the date first above written.

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

By: _____
Name: _____
Title: _____
Date: _____

OCHSNER: **OCHSNER CLINIC FOUNDATION**

By: _____
Name: _____
Title: _____
Date: _____

OLHS-NL: **OCHSNER LSU HEALTH SYSTEM OF
NORTH LOUISIANA**

By: _____
Name: _____
Title: _____
Date: _____

Schedule 1.3.4

1. Restrictions Related to Clinical Programs.

- 1.1 Service Area. Neither Ochsner nor LSU nor any Affiliate of such Party may directly or indirectly or through an affiliation with another Person develop a Clinical Program within the Service Area except through the Collaborative.
- 1.2 Collaboration Area. Subject to the exclusions set forth below, if either LSU or its Affiliates or Ochsner or its Affiliates (“First Party”) intends to develop a Clinical Program in the Collaboration Area with another Person (other than through the Collaborative), then prior to the implementation of such Clinical Program, LSU and Ochsner agree to meet with each other in good faith to determine whether the other Party (“Second Party”) may participate in the Clinical Program. If the Parties agree on terms by which the Second Party may participate in the Clinical Program, the Parties shall reasonably and in good faith take steps to develop the Clinical Program together. If the Parties are unable within thirty (30) days to agree on terms by which the Second Party may participate in the Clinical Program for any reason, such failure shall not preclude the First Party from developing the Clinical Program without the involvement of the Second Party.

2. Restrictions Related to Medical Education Programs.

2.1 LSU.

- 2.1.1 Service Area. If LSU or one of its Affiliates intends to develop a Medical Education Program in the Service Area with another health care provider (other than through the Collaborative), LSU shall provide written notice of same to Ochsner in sufficient detail to reasonably describe such program and with such relevant information as it may possess with regard to such program including, but not limited to, all relevant financial information. Ochsner shall have the right of first opportunity to participate in such program and shall exercise such right by providing written notice to LSU within ninety (90) days of receipt of notice from LSU. Upon acceptance, LSU and Ochsner shall reasonably and in good faith take all necessary steps to develop such program. If Ochsner does not desire to participate in such program or does not exercise its right of first opportunity within the ninety (90) day time period set forth above, LSU may develop the program without the participation of Ochsner.
- 2.1.2 Collaboration Area. If LSU or its Affiliates intends to develop a Medical Education in the Collaboration Area with another health care provider (other than through the Collaborative), then prior to the implementation of such Medical Education Program, LSU agrees to meet with Ochsner in good faith to determine whether the Ochsner may participate in the Medical Education Program. If the LSU and Ochsner agree on terms by which Ochsner may participate in the Medical Education Program, LSU and Ochsner shall reasonably and in good faith take steps to develop the Medical Education

Program together. If LSU and Ochsner are unable within ninety (90) days to agree on terms by which Ochsner may participate in the Medical Education Program for any reason, such failure shall not preclude the LSU from developing the Medical Education Program without the involvement of Ochsner.

2.2 Ochsner. Ochsner shall not pursue or engage in Medical Education Programs within either the Service Area and Collaboration Area except as set forth in Sections 2.2.1 and 2.2.2 below.

2.2.1 Exception for New Nursing, Allied Health, and Pharmacy Programs. Notwithstanding anything in this Agreement to the contrary, if Ochsner or one of its Affiliates desires to develop a new allied health, nursing, or pharmacy education or training program in either the Service Area or the Collaboration Area, Ochsner shall provide written notice of same to LSU in sufficient detail to reasonably describe such program and with such relevant information as it may possess with regard to such program, including but not limited to all relevant financial information. LSU shall have the right of first opportunity to participate in such program and shall exercise such right by providing written notice to Ochsner within ninety (90) days of receipt of notice from Ochsner. Upon acceptance, the Parties shall reasonably and in good faith take all necessary steps to develop such program. If LSU does not desire to participate in such program or does not exercise its right of first opportunity within the ninety-day time period set forth above, Ochsner may develop the program without the participation of LSU.

2.2.2 Exception for Ochsner Investment in Existing Nursing, Allied Health, and Pharmacy Programs. If invited by a third-party institution, Ochsner may invest funds in an existing nursing, allied health, or pharmacy program within either the Service Area or the Collaboration Area, provided that (a) Ochsner's participation is strictly limited to investing funds in such program, and (b) to the extent such investment is directed to specific student positions or programs at said institution, students occupying those positions or in those programs benefitting from such investment shall perform rotations at one of the Hospitals, and (c) Ochsner's total financial investment in all such programs throughout the Service Area and Collaborative Area combined does not exceed \$1,000,000.00 in any year.

3. Exclusions. The activities set forth below shall not be subject to the restrictions set forth above in sections 1 and 2 of this Schedule 1.3.4.

3.1.1 Prior HSC-S Separate Activities. The participation by LSU or any of its Affiliates in any of the Clinical Programs listed in Exhibit B.

- 3.1.2 Prior Ochsner Separate Activities. The participation by Ochsner or any of its Affiliates in any of the Clinical Programs and Medical Education Programs listed in Exhibit C.
- 3.1.3 Approved Separate Activities. The participation by any Party or any of their Affiliates in any Separate Activities that are approved in accordance with the Separate Activity Evaluation Procedure set forth in Section 1.1.2 of the Agreement.
- 3.1.4 Portfolio Acquisition Exception. The direct or indirect participation by any Party or any of their Affiliates in the ownership, lease, operation or management of another business enterprise with Clinical Programs, Research Programs, or Medical Education Program within either the Service Area or Collaboration Area (individually or collectively, a "Competing Program") if (i) such activity arises in connection with the acquisition (in whole or in part) of a business enterprise and (ii) less than twenty-five percent (25%) of the total net revenues of such business enterprise are derived from the combined operations within the Service Area and Collaboration Area ("Portfolio Acquisition").

Exhibit A – Definition of Service Area and Collaboration Area

Service Area:

The Service Area is the geographic area consisting of the following Parishes: Webster, Bossier, Caddo, De Soto, Union, Morehouse, Lincoln, and Ouachita.

Collaboration Area:

The Collaboration Area is the geographic area consisting of the following Parishes: Claiborne, Bienville, Red River, Jackson, Caldwell, Richland, Franklin, West Carroll, East Carroll, and Madison.

Exhibit B – Prior HSC-S Separate Activities

DEPARTMENT	CONTRACTOR	PURPOSE	EFFECTIVE DATES		Reference Number
			beginning	ending	
Chancellor's Office	Willis-Knighton Medical Center	Master Affiliation Agreement	03/01/15	Indefinite	1
Emergency Medicine	Bossier Parish Community College	Physician services	04/01/18	Pending	2
Emergency Medicine	Caddo Parish Fire District No. 5	Medical Directorship	01/01/16	12/31/18	3
Emergency Medicine	City of Shreveport for Shreveport Fire Department	Physician services	01/01/16	12/31/18	4
Emergency Medicine	Med-Trans Corporation	Critical Care Physician Transport Services	02/01/11	Indefinite	5
Emergency Medicine	Texas Tech University Health Sciences Center	Subaward Agreement to Emergency Medicine	11/07/16	09/29/19	6
Emergency Medicine	The Hospitalists, LLC	Physician services	05/01/17	Indefinite	7
Emergency Medicine	Willis-Knighton Medical Center	Provide adult critical care/intensivist coverage	10/16/06	Indefinite	8
Family Medicine	Bossier Parish Police Jury	Provide medical services at Bossier Parish Maximum Security Jail	01/01/18	Indefinite	9
Family Medicine	Bossier Parish Sheriff's Office	Provide medical services to Bossier Parish Maximum Security Jail	01/01/18	Indefinite	10
Family Medicine	Caddo Correctional Institute	Physician Services to CCI	07/01/18	Indefinite	11
Family Medicine	Center for Behavioral Health	Provide physician support and medical director	07/01/18	06/30/21	12
Family Medicine	Webster Parish Sheriff's Office	Physician Services at Bayou Dorcheat Correctional Center	07/01/17	06/30/19	13
Family Medicine - Alexandria	Cenla Medication Access	Provide funding for cancer screening and colonoscopies	09/10/15	12/31/18	14
Family Medicine - Alexandria	Heart of Hospice, LLC	Associate Medical Directorship	05/01/16	Indefinite / Will terminate	15
Family Medicine - Monroe	Franklin Medical Center	OB/Gyn Physician Services	10/01/16	Indefinite	16
Family Medicine - Monroe	GO CARE	Physician services	04/01/18	03/31/19	17
Family Medicine - Monroe	Ouachita Parish Police Jury	Provide medical care to Juveniles at Green Oaks Detention Center	07/01/18	Pending	18
Family Medicine - Monroe	Ouachita Parish Police Jury	Provide medical care to prisoners at Ouachita Parish Jail	07/01/18	Pending	19
Family Medicine - Monroe	Primary Health Services Center	Physician services	07/01/16	Indefinite	20
Medicine	Kathryn Davis Penna	Subcontract - Physician Services - Grant	09/15/14	12/31/18	21
Medicine	Michael Wolf, Ph.D.	Subcontract - Physician Services	03/01/18	11/01/18	22

DEPARTMENT	CONTRACTOR	PURPOSE	EFFECTIVE DATES		Reference Number
Medicine	Northwestern University	Subcontract - Physician Services	01/01/18	12/31/18	23
Medicine - Cardiology	Rapides Regional Medical Center	Provide cardiology coverage	01/01/18	12/31/20	24
Medicine - FWCC	DeSoto Regional Health System	Cancer Center will institute a Cancer Research program	08/01/15	07/31/18	25
Medicine - FWCC	Willis-Knighton Medical Center	Supplement to Master Agreement - Hematology/Oncology Services	03/01/15	Indefinite	26
Medicine - G. I.	Willis-Knighton Medical Center	Transplant Hepatology Physician Services	08/01/16	07/31/21	27
Medicine - Med/Peds	Willis-Knighton Medical Center	Supplement to Master Agreement - Med/Peds Clinic Staffing	03/01/15	Indefinite	28
Medicine - Nephrology	DCI, Inc.	Medical Directorship	09/01/16	Indefinite	29
Medicine - Nephrology	Bio-Medical Applications of Louisiana, LLC dba Fresenius Medical Care	Medical Directorship	01/01/07	12/31/21	30
Medicine - Nephrology	Willis-Knighton Medical Center	Provide Nephrology coverage and Nephrology fellow rotation	07/01/03	Indefinite	31
Medicine - Pulmonary	BreatheAmerica Shreveport, LLC	Pulmonary physician services	07/01/13	Indefinite	32
Medicine - Pulmonary	LifeCare Hospitals of Shreveport	Physician Services and Physician Administrative Services	05/11/15	Indefinite	33
Medicine - Pulmonary	Nexion Health at Minden, Inc. dba Meadowview Health and Rehab Center	Physician Services	07/01/17	06/30/20	34
Medicine - Pulmonary	Promise Hospital of Louisiana, Inc.	Pulmonary physician services	07/01/16	Indefinite	35
Neurology	University of British Columbia	Subcontract - Physician Services	07/15/17	04/30/18	36
Neurology	Willis-Knighton Medical Center	Provide physician support	12/01/10	Indefinite	37
Neurology	Willis-Knighton Medical Center	Supplement to Master Agreement - Physician and Resident Services	03/01/15	Indefinite	38
Neurosurgery	Willis-Knighton Medical Center	Physician Coverage	07/01/13	Indefinite	39
Oral Surgery	Southern University	Teach dental hygiene course	03/01/18	06/30/18	40
Oral Surgery	Willis-Knighton Medical Center	Physician Support	07/01/10	Indefinite	41
Oral Surgery	Willis-Knighton Medical Center	Supplement to Master Agreement - Physician Support and Resident Rotation	03/01/15	Indefinite	42
Otolaryngology	BreatheAmerica Shreveport, LLC	Physician Services	06/01/13	Amendment Pending - Indefinite	43
Otolaryngology	Caddo Parish School Board	Provide otolaryngological services	08/17/17	06/30/18	44

DEPARTMENT	CONTRACTOR	PURPOSE	EFFECTIVE DATES		Reference Number
Otolaryngology	The University of Texas at Austin	Research Subaward Agreement - Physician Services	01/15/18	12/31/18	45
Otolaryngology	Willis-Knighton Medical Center	Supplement to Master Agreement - Physician Services and Resident Rotation	03/01/15	Indefinite	46
Pathology	Abbeville General Hospital	Testing services	07/01/17	06/30/20	47
Pathology	Advanced Pathology Solutions, Inc.	Testing services	08/01/17	06/20/20	48
Pathology	Adventist Health System Sunbelt, Inc. dba Florida Hospital Heatland Medical Center	Testing services	07/01/17	06/30/20	49
Pathology	Atlantic Health System	Testing services	09/15/17	Pending	50
Pathology	Bienville Parish Coroner	Autopsy Services	07/01/16	06/30/19	51
Pathology	Bon Secours Richmond Health System	Testing services	08/15/13	Indefinite	52
Pathology	Caddo Coroner's Office	Autopsy Services	03/27/17	03/22/20	53
Pathology	Capital Choice Pathology Laboratory	Testing services	07/01/16	06/30/19	54
Pathology	CHG Cornerstone Healthcare Group	Autopsy Services	02/16/10	Indefinite	55
Pathology	Christus Health N. La.	Testing Services	10/01/16	06/30/19	56
Pathology	Christus Health N. La.	Autopsy Services	05/01/18	Pending	57
Pathology	Clinical Pathology Laboratories, Inc. DBA DRL Labs - Corporate Agreement	Cytology and anatomical pathology services	06/01/15	Indefinite	58
Pathology	Clinical Pathology Laboratories, Inc. DBA DRL Labs - Local Agreement	Provide testing services	07/01/17	06/30/20	59
Pathology	Desoto Parish Coroner	Perform autopsies	07/01/16	06/30/19	60
Pathology	Diagnostic Laboratories dba Kandiki LLC	Testing services	06/01/17	06/30/19	61
Pathology	Gamma Healthcare, Inc.	Testing services	04/25/16	06/30/19	62
Pathology	Gastroenterology Associates, LLC	Testing services	07/01/18	Pending	63
Pathology	Gastrointestinal Specialists	Testing services	04/18/16	06/30/19	64
Pathology	Good Samaritan Medical Center	Provide testing services	07/01/18	Pending	65
Pathology	Halifax Health Medical Center	Provide Anatomic Pathology testing services	07/01/17	06/30/20	66
Pathology	Health Network Laboratories	Testing services	07/01/18	Pending	67
Pathology	Health Trust PG	Testing services	05/25/17	05/24/20	68
Pathology	Iberia Medical Center	Pathology testing services	07/01/18	06/30/21	69
Pathology	LabCorp of America	Directorship services to W. Monroe Lab	05/04/14	Indefinite	70
Pathology	LabCorp of America	Stat testing of samples	05/22/07	Indefinite	71
Pathology	Lifeshare Blood Center	Resident Rotation	07/01/11	Indefinite	72
Pathology	Lodestar Diagnostic Laboratory	Medical Directorship	02/15/16	Indefinite	73

DEPARTMENT	CONTRACTOR	PURPOSE	EFFECTIVE DATES		Reference Number
Pathology	LOPA	Perform serologic testing	07/01/09	Indefinite	74
Pathology	MedStar Health dba MedStar Georgetown	They provide professional testing	02/02/17	02/01/18	75
Pathology	Memorial Healthcare System	Providing testing services	07/01/18	Pending	76
Pathology	Minden Medical Center	Provide testing services	10/22/15	Indefinite	77
Pathology	Natchitoches Parish Coroner	Perform autopsies	07/01/17	06/30/20	78
Pathology	North Oaks Medical Center	Provide testing services	07/01/18	06/30/21	79
Pathology	Oklahoma University	Lab Testing	03/10/04	Indefinite	80
Pathology	Palm Beach Gardens Medical Center	Provide testing services	07/12/16	07/11/19	81
Pathology	Raritan Bay Medical Center	Provide testing services	11/20/14	Indefinite	82
Pathology	Red River Parish Coroner	Perform autopsies	07/01/17	06/30/20	83
Pathology	Regional Urology, LLC	Provide professional pathology services	07/01/17	06/30/20	84
Pathology	Sabine Parish Coroner's Office	Autopsy Services	07/01/16	06/30/19	85
Pathology	Sentara Healthcare	Testing services	10/20/14	Indefinite	86
Pathology	St. Francis Medical Center	Provide autopsy services	03/01/11	Indefinite	87
Pathology	The Pathology Laboratory	Testing services	07/01/16	06/30/19	88
Pathology	University of Cincinnati Physicians Company, LLC	Testing services	04/01/17	06/30/19	89
Pathology	VCU Health Systems	Lab Services	07/01/18	Pending	90
Pathology	Wade Correctional Institute	Lab Services	07/01/18	Pending	91
Pathology	Willis-Knighton Medical Center	Autopsy Services	07/01/07	Indefinite	92
Pathology	Winnie Community Hospital	Medical Directorship	05/16/16	Indefinite	93
Pediatrics	Caddo/Bossier Children's Advocacy Center	Interagency Agreement for Protection of Children	10/09/97	Indefinite	94
Pediatrics	Christus Health Northern Louisiana	Cara Center- Physician Services	11/01/17	Indefinite	95
Pediatrics	MD Anderson Cancer Center	NIH Study Agreement	03/01/17	02/28/19	96
Pediatrics	MD Anderson Cancer Center	Scientific research agreement	05/03/17	05/02/20	97
Pediatrics	MD Anderson Cancer Center	Subcontract - Physician Services	04/01/16	12/31/18	98
Pediatrics	Pediatric Healthcare	Physician Services	11/01/14	Indefinite	99
Pediatrics	Philadelphia Center	Subcontract - Physician Services	05/01/14	04/30/18	100
Pediatrics	Southeast AHEC	Provide Breastfeeding Peer Counselors in the WIC Clinic	04/01/16	Indefinite	101
Pediatrics	St. Jude Medical Center	Joint collaboration for cancer service	02/15/15	Indefinite	102
Pediatrics	University of Louisiana at Monroe	Physician Services	11/01/15	06/30/18	103
Pediatrics	Willis-Knighton Medical Center	Provide Pediatric intensivist/critical care	04/01/06	Indefinite	104
Pediatrics	Willis-Knighton Medical Center	Subcontract - Physician Services	05/01/14	04/30/18	105

DEPARTMENT	CONTRACTOR	PURPOSE	EFFECTIVE DATES		Reference Number
Pediatrics	Willis-Knighton Medical Center	Supplement to Master Agreement - Pediatric Call Coverage	03/01/15	Indefinite	106
Pharmacology	Guildford Pharmaceuticals	Consulting Services	04/02/02	Indefinite	107
Psychiatry	Arc of Sabine	Consultations to Clients at Psychiatry Faculty Clinic, 820 Jordan St.	07/01/18	06/30/20	108
Psychiatry	Seedlinks Behavior Management, LLC	Physician Services	09/01/16	Indefinite	109
Psychiatry	Willis-Knighton Medical Center	Supplement to Master Agreement - Physician Services and Resident Rotation	03/01/15	Indefinite	110
Radiology	American Institute for Radiologic Pathology	Radiology educational course	11/10/15	11/09/18	111
Radiology	Biomedical Research Foundation of NW Louisiana	Physician Services to CMIT Center	07/01/17	06/30/20	112
Surgery	Johnson Burn Foundation	Physician Services at Burn Camp	07/01/14	06/03/19	113
Surgery	St. Francis Medical Center	On-Call Coverage	11/10/16	Indefinite	114
Surgery	Willis-Knighton Medical Center	Provide Pediatric Surgeons	07/01/17	Amendment Pending	115
Urology	ThreeWire, Inc./American Medical Systems, Inc.	Pilot Program - Physician Services	02/26/10	Indefinite	116

Exhibit C – Prior Ochsner Separate Activities

None

Schedule 1.4.4

Carve-Out Services

Carve-out activities by LSU faculty shall include:

1. Academic activity not associated with clinical teaching and supervision, such as classroom lectures for undergraduate medical education (UGME), teaching clinical skills to medical students, and precepting small group learning activities. Such Academic activity shall not be less than 10% nor more than 20% of a full-time HSC-S Physician's time.
2. Research activity paid for through federal or other grants, such as NIH or industry sponsored when a portion of the faculty effort is paid by through the grant.
3. Activities for which the HSC-S Physicians and HSC-S Practitioners have an approved Permanent Memorandum (PM)-11; provided, however, that HSC-S shall not approve any new PM-11 requests for a HSC-S Physician or HSC-S Practitioner to perform clinical services during the Term of this Agreement except with the approval of the OLHS-NL Joint Management Committee. The Parties also agree that the Joint Management Committee will initiate a review within 180 days of the Commencement Date of all pre-existing PM-11 approvals for HSC-S Physicians and HSC-S Practitioners to perform clinical services to assure that such clinical activities do not conflict with the Parties' objective under the Collaborative to provide the full range of physician, hospital and ancillary services within the Service Area first and primarily through the OLHS Facilities. In addition, the Parties agree that any approved PM-11 Request to perform clinical services in connection with a Separate Activity or Prior Separate Activity shall be construed as a Separate Activity or Prior Separate Activity and not a Carve-Out Service.
4. Nationally appointed positions, such as serving as the President of a national professional organization, where the faculty member receives compensation for serving in the role.

Schedule 2.1

OLHS-NL Governance Documents

Schedule 5.2

Appointment Procedure Applicable to Adjunct Academic Appointment

LSUHSC-S PROMOTION AND TENURE POLICY

An individual who is to receive an initial appointment at any given rank shall have credentials and experience equivalent to individuals already promoted to that same rank from within the School's faculty. Before the time of initial appointment, the appointing Department Chair in the SOM or Program Director in the SAHP, after careful review of the individual's credentials and qualifications, will meet with the faculty candidate to determine and record his or her work responsibilities, expectations, and career goals, as well as the individual's initial time and effort distribution. These deliberations will determine the Chair (SOM) or Program Director's (SAHP) request to the Dean for the appropriate appointment at a specific rank on one of the designated academic pathways. Requests for initial appointment at the rank of Associate Professor and Professor must also be reviewed and approved by the appropriate School's Promotion and Tenure Committee. In the SOM, the documentation required for review by the School's Promotion and Tenure Committee includes the individual's current curriculum vitae, a letter of request/justification for the requested rank from the department chair, and three letters of recommendation from individuals outside of LSUHSC-S who hold an academic rank at or above that requested for the individual. In the SAHP, the documentation that must be submitted to the School's Promotion and Tenure Committee includes the individual's CV and a letter of justification from the Program Director. Accepted titles for faculty members appointed to all seven compensated pathways in the SOM and three compensated pathways in the SAHP shall be Assistant Professor, Associate Professor and Professor. Instructors play important roles as faculty members. Individuals appointed at the rank and with the title of Instructor are not assigned to a specific academic pathway until a time after promotion to Assistant Professor.