

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is effective October 1, 2018 (“Effective Date”) and is by and among **Ochsner LSU Health System of North Louisiana**, a Louisiana nonprofit corporation (“OLHS-NL”) and its directly or indirectly wholly owned subsidiary entities: **Ochsner LSU Hospitals, L.L.C.** (“OLH”), **OLH Shreveport, L.L.C.** (“OLH Shreveport”), **OLH Monroe, L.L.C.** (“OLH Monroe”), each a Louisiana limited liability company (OLH, OLH Shreveport and OLH Monroe, collectively, the “Hospital Entities”), and LSU Health Sciences Center – Shreveport Faculty Group Practice, a Louisiana Nonprofit Corporation, d/b/a **Ochsner LSU Physician Group**, (“OLPG”). OLHS-NL, OLH, OLH Shreveport, OLH Monroe, and OLPG are sometimes individually referred to herein as “Party” and collectively as the “Parties.”

RECITALS OF FACTS AND PURPOSE

- A. The State of Louisiana (the “State”) acting through the Division of Administration, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), and OLHS-NL are parties to that certain Cooperative Endeavor Agreement, effective October 1, 2018 (the “CEA”);
- B. In accordance with the CEA, OLHS-NL, through OLH Shreveport and OLH Monroe, operates the hospital facilities and associated outpatient clinics known as Ochsner LSU Health Shreveport in Shreveport, Louisiana and Ochsner LSU Health Monroe in Monroe, Louisiana (each a “Hospital” and collectively the “Hospitals”);
- C. OLPG and Louisiana State University Health Sciences Center at Shreveport (“LSUHSC-S”) (an academic institution operated and administered by LSU), are parties to a Faculty Services Agreement (“FSA”), pursuant to which LSUHSC-S will provide to OLPG the services of HSC-S Faculty members (as defined below) to enable OLPG to provide professional clinical and medical administrative services to Hospitals consistent with the terms of the FSA and this Agreement; and
- D. The Hospital Entities desire to enter into an agreement with OLPG, whereby OLPG will provide physician and non-physician practitioner services and medical administrative services at the Hospitals by and through the HSC-S Faculty, as further described herein.

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to be legally bound as follows:

DEFINITIONS

Capitalized terms in this Agreement, not defined elsewhere within the Agreement, shall have the following meanings:

- A. ACCA:** The term “ACCA” shall refer to the Academic and Clinical Collaboration Agreement among LSU, Ochsner Clinic Foundation d/b/a Ochsner Health System, and OLHS-NL.
- B. Clinical Personnel:** The term “Clinical Personnel” shall include but not necessarily be limited to nurses and technicians employed or contracted by Hospital.
- C. CMS:** The term “CMS” shall refer to the Centers for Medicare & Medicaid Services
- D. Compensation:** The term “Compensation” shall mean the consideration payable to OLPG under this Agreement for Practitioner Services and Medical Administrative Services as set forth on **Exhibit A**.
- E. Fiscal Year:** The term “Fiscal Year” shall mean July 1st through June 30th.
- F. Hospital Policies:** The term “Hospital Policies” shall mean and include the Bylaws and any policies and procedures of the Hospitals; Bylaws and rules and regulations of the Medical Staff of the Hospitals; and other policies, practices and procedures of Hospitals as are from time to time adopted, authorized and approved.
- G. HSC-S Faculty:** The term “HSC-S Faculty” shall mean qualified physicians licensed to practice medicine in the State of Louisiana and who are members of one or more Hospital Medical Staffs with clinical privileges to provide all or some of the Services required under this Agreement and who are members of the faculty at LSUHSC-S. The term “HSC-S Faculty” shall also include non-physician practitioners (i.e., advanced practice registered nurses and physician assistants) who are licensed/permitted to practice in their respective profession in the State of Louisiana, are employed by LSUHSC-S, and qualified to provide the Services to be rendered by such practitioner.
- H. Immaterial Amount:** The term “Immaterial Amount” means either an upward or downward adjustment in Practitioner Services or Medical Administrative Services that in the aggregate would affect the total Compensation payable under this Agreement by no more than five percent (5%).
- I. Joint Management Committee:** The term “Joint Management Committee” means the management committee established in accordance with the OLHS-NL Bylaws.

- J. Medical Administrative Services:** “Medical Administrative Services” are those administrative services requiring the expertise of qualified HSC-S Faculty as more fully described in this Agreement and Exhibit A.
- K. Medical Staff:** “Medical Staff” means the organized medical staff of the Hospital in accordance with the Medical Staff Bylaws.
- L. Medical Staff Bylaws:** “Medical Staff Bylaws” means the bylaws adopted by the Hospital and its Medical Staff to govern the relationship between the Hospital and the Medical Staff.
- M. Practitioner Services:** “Practitioner Services” shall have the meaning set forth in Section 1.01 of **Exhibit A** to this Agreement.
- N. Services:** The term “Services” shall include those Practitioner Services and Medical Administrative Services as more fully described in this Agreement and Exhibit A.

ARTICLE ONE

REPRESENTATIONS AND WARRANTIES

Section 1.01. Eligibility for Government Programs.

(a) Eligibility Status. Each Party represents it has not been convicted of a criminal offense related to health care, and it is not, nor are any of its employees or agents performing services under this Agreement, currently listed on the List of Excluded Individuals and Entities (“LEIE”) by the Office of Inspector General of the Department of Health and Human Services or by any other Federal or State of Louisiana agency or department as debarred, excluded or otherwise ineligible for participation in federal programs and/or federally funded health care programs including Medicare and Medicaid (collectively, “Excluded”).

(b) Continuing Duty. Each Party shall (i) regularly verify the continued accuracy of the Eligibility Status representation of (a); (ii) immediately terminate its relationship with any individual, agent or entity upon discovering such individual, agent or entity is Excluded; and (iii) notify the other Party immediately, in writing, of any change in circumstances related to its representations made in this Section 1.01.

Section 1.02. Legal Compliance. Each Party represents and warrants that no cash, equity interest, merchandise, equipment, services or other forms of remuneration have been offered, shall be offered, or will be paid or distributed, by or on behalf of such Party and/or the physicians, non-physician practitioners, officers, or directors of such Party, or to any other person, Party or entity affiliated with such Party, as an inducement to refer or purchase or to influence the referral or purchase of items paid by a federal or state health care program. Further, each Party agrees that it is not obligated by the terms hereof to refer patients to a Party, that the compensation paid hereunder is consistent with Fair Market Value of the goods and

services provided hereunder, and that no part of the consideration paid and received hereunder is in exchange for the referral of patients or services or the promise to make such referrals.

ARTICLE TWO

TERM

Unless earlier terminated as provided herein, the initial term of this Agreement (the “Initial Term”) shall commence as of the Effective Date and shall remain in effect for ten (10) years and shall automatically renew for two (2) successive five (5) year terms (each a “Renewal Term”) for a total term (“Term”) of twenty (20) years, unless a party gives written notice of its intent not to renew the Agreement for a Renewal Term not less than six (6) months prior to the expiration of the Initial Term or the Renewal Term then in effect, as applicable.

ARTICLE THREE

DUTIES OF OLPG

Section 3.01. OLPG Duties. OLPG shall, throughout the Term of this Agreement:

- (a) provide directly the Services listed in **Exhibit A** to this Agreement;
- (b) assure each physician HSC-S Faculty member providing Services under this Agreement is a member in good standing of the Medical Staff of the Hospital(s) with clinical privileges necessary to perform such Services;
- (c) assure each HSC-S Faculty member providing Services under this Agreement holds a valid and current license, permit, and/or certification, as applicable, to practice in their respective profession (i.e., as a physician, advanced practice registered nurse, or physician assistant) in the State of Louisiana without restrictions or limitations imposed by the Louisiana State Board of Medical Examiners or the Louisiana State Board of Nursing, as applicable;
- (d) assure each HSC-S Faculty member successfully completes the credentialing process for the Hospital(s) and maintains such credentials as necessary to perform the Services;
- (e) agree, and ensure each HSC-S Faculty member complies with the applicable provisions of the following: the Federal Criminal False Claims Act (18 U.S.C. § 287 et seq.), the Federal Civil False Claims Act (31 U.S.C. § 3729 et seq.), the Federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Federal Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a), the Federal Physician Self-Referral Law (42 U.S.C. § 1395rm) (“Stark II”), the Louisiana Medical Assistance Programs Integrity Law (La. R.S. 46:437.1 et seq.) and other applicable Federal and Louisiana statutes and regulations relating to health care;
- (f) assure each HSC-S Faculty member agrees to comply with the Hospital

Policies;

(g) assure that each HSC-S Faculty member completes time studies as requested by OLH, OLH Shreveport, or OLH Monroe with sufficient detail, to enable the Hospitals to prepare accurate cost reports and determine the level of Services provided hereunder by the HSC-S Faculty;

(h) require LSU to provide compensation and benefits information for each HSC-S Faculty member to OLH, OLH Shreveport, and OLH Monroe, with sufficient detail to enable the Hospitals to include such actual costs in their cost reports;

(i) require LSU to notify the Hospital Entities in writing within ten (10) calendar days of any of the following:

(i) receipt of notice of the commencement of any investigation, formal audit, or formal review into (or regulatory action involving) the Hospitals, the Hospital Entities, OLPG, any HSC-S Faculty providing Services under this Agreement, or concerning an HSC-S Faculty member's license to practice their profession. Such notice requirement includes notice of the commencement of any investigation or inquiry by the Louisiana State Board of Medical Examiners, the Louisiana State Board of Nursing, the Louisiana Department of Health, Louisiana Attorney General, Office of Inspector General, Department of Justice, or any other agency or instrumentality of federal, state, or local government (including agents acting on behalf of the Department of Health and Human Services or the Centers for Medicare & Medicaid Services, investigations involving a federal or state governmental health care program or involving allegations of program fraud or abuse) and relating to the Hospitals, the Hospital Entities, OLPG, any HSC-S Faculty providing Services under this Agreement, or concerning a HSC-S Faculty member's license to practice their profession; and

(ii) the breach, lapse or inaccuracy of any duty of OLPG listed in this ARTICLE Three;

(j) require LSU to provide timely notice to the Hospitals' Medical Staff offices of HSC-S Faculty information relevant to the provision of Services and necessary for the Medical Staff Offices to carry out its functions. Such notice includes, but is not limited to, notification of all types of leaves of absences, suspensions, resignations, new hires and appropriate claims histories. Documentation necessary to confirm these events will also be provided to the Medical Staff offices in a timely manner;

(k) assure all Services are performed in accordance with the applicable standard of care and in conformance with the standards for performance of such Services established by accrediting entities and CMS, it being understood that the HSC-S Faculty shall exercise independent medical/professional judgment in providing Services. The Hospitals shall not interfere with the independent medical/professional judgment of the HSC-S Faculty other than when they exercise their duties in accordance with the Hospital

Policies;

(l) act consistently and assure compliance with any actions taken by the Medical Staff with respect to any HSC-S Faculty member and comply with ARTICLE Eleven related to any “material issues” (as defined in ARTICLE Eleven) concerning the professional qualifications, clinical performance or interpersonal problems associated with a HSC-S Faculty member in his or her performance of duties and responsibilities under this Agreement;

(m) assure HSC-S Faculty only use the premises of the Hospital(s), and any part thereof, for the performance of the Services unless otherwise mutually agreed to by the Parties in writing;

(n) assure all HSC-S Faculty providing Services timely and accurately complete patient medical records, files and records of such Services rendered under this Agreement in accordance with applicable CMS guidelines, third party payer reimbursement requirements, Hospital Policies and Louisiana and Federal laws;

(o) negotiate, along with the Hospital Entities as part of the OLHS-NL integrated health system, with third party payers and related managed care organizations such as networks, etc., and participate in such third party payment programs, including without limitation, Medicare and Medicaid, with the understanding any global or bundled reimbursements will be negotiated mutually and in good faith among OLPG, the Hospital Entities and payers or related managed care organizations; and

(p) assure the HSC-S Faculty participate in the Hospitals’ quality improvement initiatives.

ARTICLE FOUR

DUTIES OF HOSPITAL ENTITIES

Section 4.01. Policies and Procedures. OLH, directly or through OLH Shreveport and/or OLH Monroe, agrees to make available to OLPG and HSC-S Faculty, upon request, copies of all Hospital Policies.

Section 4.02. Support Provided by OLH Shreveport and OLH Monroe. To facilitate the efficient and effective provision of the Services, OLH Shreveport and OLH Monroe shall make the following available to HSC-S Faculty, at the sole cost and expense of OLH Shreveport and OLH Monroe, with such costs and expenses allocated between the entities in accordance with generally accepted accounting principles:

(a) Clinical Personnel. OLH Shreveport and OLH Monroe shall provide qualified Clinical Personnel to assist the HSC-S Faculty in the performance and provision of Services at the Hospitals as determined necessary by OLHS-NL. Such Clinical Personnel shall be performing the nursing and other technical services customarily provided for hospital inpatients and outpatients. The HSC-S Faculty shall utilize Clinical

Personnel solely to render Services pursuant to this Agreement. All services performed by such Clinical Personnel shall, if applicable, be billed by the Hospitals, and OLPG shall not bill any patient or third party for any services rendered by Clinical Personnel unless otherwise agreed in writing by OLH and OLPG.

(b) Clerical Personnel. OLH Shreveport and OLH Monroe shall provide qualified clerical personnel to assist the HSC-S Faculty in the performance and provision of Services at the Hospitals as determined necessary by OLHS-NL. Such clerical personnel shall perform the non-clinical services customarily provided for hospital inpatients and outpatients. HSC-S Faculty shall utilize the clerical personnel solely to render Services pursuant to this Agreement.

(c) Medical Equipment. OLH Shreveport and OLH Monroe shall provide equipment for use by the HSC-S Faculty in the performance and provision of Services at the Hospitals as determined reasonable and necessary by OLHS-NL.

(d) Medical Records. OLH Shreveport and OLH Monroe shall provide OLPG and HSC-S Faculty access to patient records in compliance with applicable state and federal law regarding confidentiality and disclosure of individually identifiable medical information, to support and document the provision of patient care and Services under this Agreement.

Section 4.03. Non-Physician Practitioners. The Parties acknowledge and agree that the Hospital Entities may from time to time directly employ or contract for the services of non-physician practitioners (i.e., advanced practice registered nurses and physician assistants who are not HSC-S Faculty members). The Program Budget may include payment for the supervision of such non-physician practitioners only if and to the extent the services provided by such supervised non-physician practitioner are billed under the non-physician practitioner's National Provider Identifier ("NPI") number (and not under the supervising physician's NPI number).

Section 4.04. Third Party Payment Programs. The Hospital Entities will negotiate, along with OLPG as part of the OLHS-NL integrated health system, with third party payers and related managed care organizations such as networks, etc., and participate in such third party payment programs, including without limitation, Medicare and Medicaid, with the understanding any global or bundled reimbursements will be negotiated mutually and in good faith by among OLPG, the Hospital Entities and payers or related managed care organizations.

Section 4.05. Notice to OLPG. OLH and/or Hospital Subsidiaries shall notify OLPG in writing within ten (10) calendar days of any of the following:

(a) receipt of notice of the commencement of any investigation, formal audit, or formal review into (or regulatory action involving) the Hospitals, OLH, or any HSC-S Faculty providing Services under this Agreement, or concerning a HSC-S Faculty member's license to practice their profession. Such notice requirement includes notice of the commencement of any investigation or inquiry by the Louisiana State Board of Medical Examiners, the Louisiana State Board of Nursing, the Louisiana Department of

Health, Louisiana Attorney General, Office of Inspector General, Department of Justice, or any other agency or instrumentality of federal, state, or local government (including agents acting on behalf of the Department of Health and Human Services or the Centers for Medicare & Medicaid Services, investigations involving a federal or state governmental health care program or involving allegations of program fraud or abuse) and relating to the Hospitals, OLH, any HSC-S Faculty providing Services under this Agreement, or concerning a HSC-S Faculty's license to practice their profession; and

(b) the breach, lapse or inaccuracy of any duty of OLH listed in this Section 4.05.

ARTICLE FIVE

COMPENSATION

Section 5.01. Compensation. In consideration for the Services performed by OLPG by and through the HSC-S Faculty consistent with the terms of this Agreement, OLH Shreveport and OLH Monroe (directly or through OLH) shall compensate OLPG as follows:

(a) Startup Period Payments. During the period following the Effective Date of this Agreement through June 30, 2020 (the "Startup Period"), OLH Shreveport and OLH Monroe (directly or through OLH) shall, subject to Section 5.01(c), pay OLPG an annual compensation amount of Twenty-two Million Dollars (\$22,000,000.00) for providing the Services to the Hospitals ("PSA Startup Payments"). The PSA Startup Payments will be pro-rated to reflect the 9-month period from the Effective Date to the beginning of the next Fiscal Year on July 1, 2019. The PSA Startup Payments shall be reflected in the initial two Program Budgets, with the initial Program Budget covering the first (pro-rated) Fiscal Year (the "Initial Program Budget") and the second Program Budget covering the second Fiscal Year (the "Second Program Budget"), respectively, following the Effective Date of this Agreement. The PSA Startup Payments shall be invoiced and paid consistent with Section 5.05 and Section 5.06.

(b) Collections. OLPG shall retain the right to bill and collect for all Professional Services provided by OLPG through HSC-S Faculty under this Agreement and shall be entitled to retain all such collections.

(c) Adjustment to Compensation. If at any time after the period covered by the Second Program Budget OLPG does not furnish the full range of the Services set forth in this Agreement including, without limitation, the expected number of physician full time equivalents (FTEs) set forth in **Exhibit A** and the Schedules thereto, then the amount of the Compensation to be paid to OLPG pursuant to this Agreement shall be reduced on a prorated basis based on the level of such reduction in Services. Such reductions shall be addressed during the TrueUp/Settlement Process described in Section 5.04. If the needs of OLH Shreveport or OLH Monroe change such that OLPG is asked to provide additional services beyond those set forth in this Agreement, then the PSA Startup Payments and the Program Budget shall be amended consistent with Section 5.04.

Notwithstanding anything herein to the contrary, the Compensation to be paid under this Agreement prior to the expiration of the period covered by the Second Program Budget shall not be adjusted for any Immaterial Amount.

(d) Compensation Based on Program Budget. Beginning on July 1, 2020, the special provisions regarding PSA Startup Payments shall no longer apply and OLH Shreveport and OLH Monroe shall, subject to Section 5.01(c), compensate OLPG consistent with the Program Budget and True-up/Settlement Process described in Section 5.02 and Section 5.04, respectively, incorporating the Fair Market Value process described in Section 5.02 into the Program Budget.

The Parties hereby acknowledge and agree that the compensation arrangements set forth in this Agreement were negotiated at arms' length and are consistent with Fair Market Value.

Section 5.02. Program Budget. The financial obligations under this Agreement (including those set forth in **Exhibit A** attached hereto and incorporated herein by reference) shall, consistent with Section 5.01(a) addressing the Initial Program Budget and Second Program Budget, be included within an annual capital and operating budget (each a "Program Budget") annually agreed upon by OLH Shreveport and OLH Monroe and OLPG for the next Fiscal Year and submitted to OLHS-NL for final approval. Pursuant to this Agreement, the Program Budget (including the Initial Program Budget and Second Program Budget) shall (i) provide for all revenue sources and funding uses and obligations under the Agreement, (ii) include any Compensation to be paid and, if applicable, costs and expenses to be reimbursed pursuant to this Agreement, and (iii) specify income and expense allocations between the Parties and net amounts due to or from one Party to or from the other Party for each Fiscal Year (or prorated portion thereof) consistent with the terms of this Agreement. The Program Budget shall, subject to Section 5.01(a), include the compensation terms for the Services set forth on **Exhibit A**. The Program Budget shall also be consistent with spending and reimbursement policies adopted by the Joint Management Committee.

When developing the Program Budget and the amount of compensation to be paid by OLH Shreveport and OLH Monroe to OLPG for the Services provided after the periods covered by the Initial Program Budget and Second Program Budget, the Parties acknowledge and agree that the financial obligations in **Exhibit A** and in the Program Budget shall be based on the fair market value assessment of the Services as described in this Section 5.02 ("Fair Market Value"). The Fair Market Value of the Services shall be determined using the process agreed upon by the Joint Management Committee for determining Fair Market Value (as defined in 42 C.F.R. § 411.351) utilizing generally accepted standards and methodologies in determining Fair Market Value for institutions accredited by the ACGME or CODA. The Program Budget and the financial obligations in **Exhibit A** shall be adjusted, as determined by the Joint Management Committee to align with the Fair Market Value process agreed upon by the Joint Management Committee. OLPG agrees to (i) ensure the work relative value units (wRVU) data for each HSC-S Faculty member providing Practitioner Services under this Agreement is tracked and (ii) share such data with the Hospital Entities to inform the Program Budget Process described in Section 5.03 and the Fair Market Value assessment of Services described in this Section 5.02.

Section 5.03. Program Budget Process. The process to develop and adopt the Program Budget (“Program Budget Process”) shall be as follows: The Parties shall work together in good faith to promptly finalize the Program Budget and Development Plans (as defined below) to be in effect during the initial Fiscal Year. The Parties shall use their best efforts to finalize such Program Budget and Development Plans before October 1, 2018. The Program Budget and Development Plans must be approved by the Joint Management Committee before such plans may be considered “final.” Thereafter, no later than January 1 of each Fiscal Year during the Term of this Agreement, the Parties will commence discussions regarding a proposed Program Budget for the subsequent Fiscal Year and rolling five-year capital and operating plans relating to the Practitioner Services and Medical Administrative Services and other operational components of this Agreement (individually or collectively “Development Plans”) and will make reasonable and good faith efforts to complete and agree upon the Program Budget and Development Plans by April 1 of each subsequent Fiscal Year during the Term of this Agreement. As part of the Program Budget Process, each Party shall independently develop a proposed annual budget for the subject Fiscal Year. The Parties’ proposed annual budgets will then undergo a budget reconciliation and consolidation process whereby the Parties will use their respective individual proposed annual budgets to develop a consolidated annual budget for the subject Fiscal Year. Each Party’s designees shall be involved and work collaboratively in such annual budget reconciliation and consolidation process. The consolidated annual budget shall then be submitted to each Party for consideration and approval, subject to final approval by OLHS-NL. If the Parties cannot agree upon the Program Budget and Development Plans and obtain final approval by OLHS-NL prior to the July 1 commencement date of the next Fiscal Year, the Parties will continue to operate under the provisions of the prior Fiscal Year Program Budget and Development Plans on an interim cash flow basis until the Parties agree on new Program Budget and Development Plans for such Fiscal Year that is approved by OLHS-NL. After such approval occurs, the Parties shall perform a financial reconciliation of Fiscal Year-to-date payments to reflect the new Program Budget and Development Plans for the interim time period in which the Parties operated under the provisions of the prior Fiscal Year Annual Budget and Development Plans.

Section 5.04. True Up/Settlement Process. The Parties will reasonably and in good faith participate together in a true-up and settlement process (“True Up/Settlement Process”) following the completion of each Fiscal Year quarter during the Term of this Agreement. As part of the True Up/Settlement Process, the Parties will agree upon the final net amounts due to or from one another and, as applicable, remit undisputed payments that are consistent with the Program Budget and this Agreement, as either may be from time-to-time amended by the Parties, to the other Party within ten (10) days of completion of the True Up/Settlement Process. If the net amount due exceeds or is expected to exceed the budgeted amount set forth in the Program Budget, as may be from time-to-time amended by the Parties, the Party seeking payment for such excess amount may request an amendment to the Program Budget. Such requests shall be reviewed by OLHS-NL and, if approved, shall become part of the Program Budget. The Parties will commence discussions regarding the True Up/Settlement Process within thirty (30) days of the end of each [Fiscal Year] quarter and will make good faith efforts to complete the True Up/Settlement Process within ninety (90) days of the end of such Fiscal Year quarter. Notwithstanding anything herein to the contrary, the Compensation to be paid under this Agreement prior to the expiration of the period covered by the Second Program

Budget shall not be adjusted for any Immaterial Amount.

Section 5.05. Payment Upon Invoice. OLPG shall submit invoices to OLH Shreveport and OLH Monroe based on the Program Budget, as may be from time-to-time amended consistent with the terms of this Agreement, by the 20th of the following month in which the Services were rendered and in a format that conforms to Section 5.06. In response to such invoices, OLH Shreveport and OLH Monroe shall pay such invoices by the latter of the last day of the month in which OLH Shreveport and OLH Monroe received the invoice or within twenty (20) days of receipt of the invoice. Unless otherwise specified and agreed to by the Parties, such monthly payments will be invoiced and paid at a rate equivalent to one divided by the number of months covered in the Program Budget as may be from time-to-time amended.

On a quarterly basis consistent with the Program Budget and True Up/Settlement Process described in Section 5.04, but subject to the special provisions of this ARTICLE Five regarding an Immaterial Amount, such monthly payment amounts will be reconciled against the actual amounts owed under this Agreement. Any amounts due to either Party as a result of such reconciliation shall be paid by the applicable Party consistent with the True Up/Settlement Process described in Section 5.04. All billing disputes will be submitted in writing to the other Parties no later than sixty (60) days after the due date of any disputed invoice. The Hospital Entities and OLPG shall resolve any disputed amounts within thirty (30) days of notification of the dispute.

Section 5.06. Form of Invoice. OLPG shall provide OLH Shreveport and OLH Monroe with a monthly invoice, the form of which shall be mutually agreed upon between OLPG and the Hospital Entities. At the request of an OLH Entity, OLPG shall provide such OLH Entity with reasonably sufficient documentation of the Services supporting the invoices.

Section 5.07. Representation Regarding Payment. OLPG represents and warrants that the compensation paid to each HSC-S Faculty providing Services pursuant to this Agreement (i) is and shall remain set in advance and consistent with Fair Market Value as defined in 42 C.F.R. § 411.351 utilizing generally accepted standards and methodologies utilized for determining Fair Market Value for institutions accredited by the ACGME or CODA and (ii) that the aggregate compensation paid to such HSC-S Faculty does not exceed Fair Market Value and does not vary with or take into account the volume or value of referrals or other business generated by the HSC-S Faculty members for the Hospitals or other facilities owned or operated by OLH, OLHS-NL, or any other facility to which OLPG provides Services.

ARTICLE SIX

RELATIONSHIP OF THE PARTIES/PERFORMANCE OF SERVICES BY LSU

Section 6.01. Independent Contractors. The Parties agree that each HSC-S Faculty member providing Services at the Hospitals is and shall be a faculty member of LSU and/or an employee of LSU and shall not, for any purpose whatsoever, be or be considered an employee, representative or agent of a Hospital Entity unless otherwise specifically agreed to by the Parties in writing. In providing the Services to the Hospitals, each HSC-S Faculty will be acting in the

course and scope of his or her employment, appointment, or assignment for or on behalf of LSU and/or OLPG and shall not be entitled to receive or accept from a Hospital Entity any remuneration or other compensation whatsoever for the Services provided hereunder. In all instances where LSU's employees (including direct, borrowed, special, or statutory employees) are performing the Services and covered by the Louisiana Workers' Compensation Act, La. R.S. 23:1021 et seq., the Parties agree that all Services performed by LSU and its employees pursuant to this Agreement are an integral part of OLPG's trade or business, and are an integral part of and essential to the ability of OLPG to generate OLPG's goods, products, and services. Furthermore, the Parties agree that, for the purposes of La. R.S. 23:1061(A)(3), LSU's employees are the statutory employees of OLPG. Irrespective of OLPG's status as the statutory employer or special employer (as defined in La. R.S. 23:1031(C)) of LSU's employees, LSU shall remain solely and primarily responsible for the payment of any Louisiana Workers' Compensation benefits to its employees, and LSU shall not be entitled to seek contribution for, and shall indemnify and hold harmless OLPG from and against, any such payments, and all such employees shall remain employees of LSU, not OLPG, for all other purposes, including the indemnity and insurance provisions of this Agreement.

Section 6.02. No Employer/Employee Relationship. The Parties agree that OLPG, OLH Shreveport, and OLH Monroe are all wholly-owned subsidiaries of OLHS-NL, but nothing in this Agreement is intended, and nothing in the Agreement shall be construed, to create an employer/employee relationship between the Parties. The provisions set forth in this ARTICLE SIX shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

Section 6.03. Tax Treatment. The Parties agree that HSC-S Faculty will not be treated as employees of the Hospital Entities for tax purposes. No Hospital Entity will withhold on behalf of HSC-S Faculty any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law, or make available to HSC-S Faculty any of the benefits afforded to employees of the Hospital(s).

Section 6.04. Incurring Liabilities. No Party shall have the authority to bind any other Party under any contract or agreement or incur any debts or other obligations on behalf of any other Party.

ARTICLE SEVEN

INSURANCE

Section 7.01. OLPG Insurance. OLPG (directly and/or through an agreement with LSU) shall require that OLPG and the HSC-S Faculty providing Practitioner Services shall be provided professional liability coverage through the Office of Risk Management in accordance with the provisions of Louisiana Medical Malpractice Act (La. R.S. 40:1235.1 and La. R.S. 40:1237.1, *et seq.*). For purposes of liability arising out of medical malpractice for professional services provided by HSC-S Faculty, the obligations on behalf of any individual shall not exceed the amount payable by the State Health Care Provider Fund pursuant to the provisions of Louisiana Revised Statute 40:1237.1, *et seq.* OLPG shall also maintain or ensure the

maintenance of comprehensive general liability insurance covering OLPG and HSC-S Faculty with minimum coverage of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000) in the aggregate.

Section 7.02. OLH and Hospital Insurance. OLH and each Hospital Subsidiary, at each entity's sole expense, will maintain or ensure the maintenance of a policy or program of (a) professional liability coverage or insurance covering OLH and each Hospital Subsidiary with minimum coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and (b) comprehensive general liability insurance coverage covering OLH and each Hospital Subsidiary with minimum coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage shall be secured and maintained with a program of self-insurance, a carrier licensed to do business in the State, or an approved, non-admitted carrier in the State.

ARTICLE EIGHT

INDEMNITY

Section 8.01. Indemnification by OLPG. OLPG hereby agrees to protect, defend, and indemnify the Hospital Entities/OLH/OLHS-NL, and their affiliates and their respective officers, directors, members, managers, agents and employees (collectively, "Hospital Indemnitees") against, and hold the same harmless from any and all liability, losses, damages, obligations, judgment, claims, causes of action and expenses associated therewith (including reasonable attorney fees) (collectively, "Losses") which the Hospital Indemnitees may incur solely as a result of, or arising out of, directly or indirectly, (a) any wanton misconduct or negligent act or omission by OLPG or its employees, employed or contracted physicians or agents, or (b) a breach of its obligations hereunder.

Section 8.02. Indemnification by Hospital Entities/OLH/OLHS-NL. The Hospital Entities/OLH/OLHS-NL hereby agree to protect, defend, and indemnify OLPG and its affiliates and their respective officers, directors, managers, agents and employees (specifically including, without limitation, HSC-S Faculty) (collectively, "OLPG Indemnitees") against, and hold the same harmless from any and all Losses which the OLPG Indemnitees may incur solely as a result of, or arising out of, directly or indirectly, (a) any wanton misconduct or negligent act or omission by the Hospital Entities/OLH/OLHS-NL or their employees, or agents, or (b) a breach of its obligations hereunder.

Section 8.03. Indemnification Notice. If any Hospital Indemnitee or OLPG Indemnitee receives notice of a claim or event which it believes in good faith may result in a claim for indemnity hereunder (a "Potentially Indemnified Claim"), the Party receiving notice of the Potentially Indemnified Claim and seeking indemnity (the "Indemnified Party") shall give written notice of the Potentially Indemnified Claim to the Party from which the Indemnified Party is seeking indemnification (the "Indemnifying Party"). The Indemnified Party shall give written notice of the Potentially Indemnified Claim to the Indemnifying Party as promptly as possible, provided that any delay or failure of notice shall not relieve Indemnifying Party of the obligations within its scope of responsibility hereunder except to the extent such delay has

materially prejudiced the Indemnifying Party.

Section 8.04. Claims by Third Parties and Defenses. If the Potentially Indemnified Claim is brought against the Indemnified Party by a third party, the Indemnified Party may, but shall not be obligated to, tender the Potentially Indemnified Claim to the Indemnifying Party's insurer or self-insurance fund for defense, and the Indemnifying Party's insurer or self-insurance fund may, but shall not be obligated to, provide the Indemnified Party with a defense to such Potentially Indemnified Claim. For this purpose it is agreed and understood that, with respect to Potentially Indemnified Claims alleging professional liability, the insurer for OLPG is the State of Louisiana, Office of Risk Management, and the Hospital Entities/OLH/OLHS-NL are self-insured. If the Indemnified Party elects not to tender the Potentially Indemnified Claim to the Indemnifying Party or the Indemnifying Party elects not to provide the Indemnified Party with a defense, then the Indemnified Party and the Indemnifying Party shall each vigorously defend the Potentially Indemnified Claim. If the Indemnified Party elects not to tender the Potentially Indemnified Claim to the Indemnifying Party, or the Indemnifying Party elects not to provide the Indemnified Party with a defense, and in either case the Indemnified Party is ultimately held liable or otherwise incurs Losses solely as a result of, or arising out of, directly or indirectly, the wanton misconduct or negligent act or omission of the Indemnifying Party, then the Indemnifying Party's insurer or self-insurance fund shall reimburse the Indemnified Party for the amount of its Losses, subject to this Section 8.04 (a) and (b) below.

(a) If the Indemnified Party elected not to tender the Potentially Indemnified Claim to the Indemnifying Party's insurer or self-insurance fund for defense promptly upon receiving notice of such Potentially Indemnified Claim, then the Indemnified Party's right to reimbursement of fees and expenses for attorneys, consultants, experts, and others engaged by the Indemnified Party in connection with its defense of the Potentially Indemnified Claim shall be limited as follows:

- (i) If the Indemnifying Party was named by the third party along with the Indemnified Party as potentially liable for Potentially Indemnified Claim, the Indemnified Party's right to reimbursement for such fees and expenses shall be limited to the rates paid by the Indemnifying Party's insurer or self-insurance fund for attorneys, consultants, experts and others engaged by the Indemnifying Party in its own defense.
- (ii) If the Indemnifying Party was not named by the third party as potentially liable for the Potentially Indemnified Claim, the Indemnified Party's right to reimbursement for such fees and expenses shall be limited to the rates the Indemnifying Party's insurer or self-insurance fund would have paid for attorneys, consultants, experts and others it would have engaged to defend the Indemnifying Party.

(b) If the Indemnifying Party's insurer or self-insurance fund provides a defense to the Indemnified Party and it is ultimately determined that any Losses incurred

by the Indemnified Party were not solely the result of, or did not arise out of, directly or indirectly, the wanton misconduct or negligent act or omission of the Indemnifying Party, then the Indemnifying Party's insurer or self-insurance fund shall be entitled to reimbursement of the reasonable fees and expenses incurred by the Indemnifying Party's insurer or self-insurance fund in defense of the Indemnified Party.

ARTICLE NINE

MEDICAL RECORDS

Section 9.01. Preparation and Completion of Medical Records. OLPG shall ensure that HSC-S Faculty complete medical records in a timely manner pursuant to the terms of this Agreement and Hospital Policies.

Section 9.02. Ownership of Records. The ownership and right of control of all reports, records and supporting documents prepared in connection with the delivery of the Services shall vest exclusively in the Hospitals and shall not be removed or transferred from the Hospitals except in accordance with applicable state and federal laws and regulations, Hospital Policies, and/or the terms of this Agreement; provided, however, that Hospitals and/or OLPG and/or HSC-S Faculty shall have the right to access, inspect or obtain copies of such reports, records and supporting documents in accordance with Hospital Policies including policies addressing protected health information and the handling of confidential information.

ARTICLE TEN

ACCESS TO RECORDS AND RECORD RETENTION

Section 10.01. Records Retention. The Parties agree to retain this Agreement (including all amendments and supplements hereto) and any of their books, documents, and records which may serve to verify the costs of this Agreement for a period of ten (10) years after the provision of any Services, or as otherwise required by law. All Parties agree to allow the Secretary of the Department of Health and Human Services and the Comptroller General to access this Agreement, as well as the books, documents and records kept in connection with the Services in the event that such access is requested in writing and is made in accordance with applicable federal regulations. The auditors of the Hospital Entities, the Louisiana Legislative Auditor's Office, and the Office of the Governor - Division of Administration shall have the right upon reasonable written notice to inspect and audit, during Hospitals' regular business hours and at no expense to OLPG, the books and records of Hospitals and OLPG pertaining to this Agreement. This section shall survive the termination of the Agreement.

ARTICLE ELEVEN

PHYSICIAN PERFORMANCE ISSUES

The Hospitals shall promptly advise OLPG of any “material issues” (as defined below) which arise concerning the professional qualifications, clinical performance or interpersonal problems associated with any HSC-S Faculty. OLPG agrees to promptly review the issue and use its reasonable efforts to attempt to resolve any such material issues promptly to the satisfaction of the Hospitals including, without limitation, meeting and/or counseling with the HSC-S Faculty. If OLPG is unable to resolve such material issues to the satisfaction of the Hospitals and the Hospitals determine that the underlying material issues are sufficiently serious to warrant disciplinary action, OLPG shall require that such HSC-S Faculty refrain from providing Services under this Agreement for a period of two (2) weeks or more as mutually agreed upon by the Parties to permit OLPG to investigate and evaluate the material issues further. Following such investigation and evaluation, OLPG shall discuss the material issues with the Hospitals. If the material issues have not been resolved to the satisfaction of the Hospitals, the Hospitals reserve the right to require the removal of the subject HSC-S Faculty from providing Services under this Agreement. Such removal shall be administrative in nature and shall not be considered a denial or revocation of Medical Staff Privileges which is subject to hearing and appellate review under the Medical Staff Bylaws. For purposes of this ARTICLE Eleven, the term “material issues” shall mean conduct or other issue on the part of or related to the that a Hospital Entity reasonably deems to be detrimental to the health or safety of a Hospital’s patients or materially disruptive to Hospital staff and operations, or not consistent with standards of employee competence or conduct applicable to employees of OLHS-NL and its subsidiaries.

ARTICLE TWELVE

DEFAULT AND TERMINATION

Section 12.01. Events of Default. It shall be an event of default (“Event of Default”) hereunder:

(a) If the Hospital Entities/OLH/OLHS-NL (i) fails to cure a Financial Default (as defined in the ACCA in full within the Financial Default Cure Period (as defined in the ACCA), or (b) incurs three (3) or more Financial Defaults in any given fiscal year within the Term, regardless of whether cured.

(b) If a party fails to perform any material obligation under the terms of this Agreement, such failure shall be subject to the Dispute Resolution provisions set forth in ARTICLE 9 of the ACCA. Notwithstanding the foregoing, this subsection (b) does not address a failure to make payment as required by ARTICLE Five of this Agreement, which is addressed in subsection (a), above, addressing Financial Default.

Section 12.02. 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:

(a) **Termination by Mutual Consent.** This Agreement may be terminated by the mutual, written consent of the Parties.

(b) **Federal Healthcare Program Exclusion.** If a Party is excluded from participation in a federal healthcare program including, without limitation, the Medicare or Medicaid program, either Party may immediately terminate this Agreement.

Section 12.03. Termination for Bankruptcy; Receivership. This Agreement shall terminate if a Party applies for or consents to the appointment of a receiver, trustee or liquidator of such Party or of all or a substantial part of its assets, files a voluntary petition in bankruptcy, makes a general assignment for the benefit of creditors, files 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 12.04. Termination for Financial Default. In accordance with Section 12.01 above, the non-defaulting Party may terminate this Agreement if the defaulting party (a) fails to cure a Financial Default in full within the Financial Default Cure Period, or (b) incurs three or more Financial Defaults in any given fiscal year within the Term, regardless of whether cured.

Section 12.05. Termination for Failure to Resolve Disputes. This Agreement may terminate if there is a failure to resolve to the Disputing Party's (as defined in the ACCA) satisfaction two (2) material Disputes (as defined in the ACCA) initiated in the same fiscal year or three (3) material Disputes initiated in any two consecutive fiscal years upon conclusion of the Dispute Process set forth in ARTICLE 9 of the ACCA, including through the issuance of a final decision in any arbitration proceeding initiated in accordance with Section 9.1.3(5) of the ACCA.

Section 12.06. Termination of Collaborative. Upon termination of the ACCA, CEA or, unless otherwise agreed by the Parties, any other Collaborative Agreement (as defined in the ACCA), this Agreement shall automatically terminate.

Section 12.07. Wind Down Activities. Upon termination of this Agreement for any reason, OLPG's obligations to perform services hereunder shall completely cease; provided, however, that the Parties shall perform and make payments for such matters as are necessary to wind up their activities pursuant to this Agreement in an orderly manner and to comply with the six (6)-month Wind Down Period and Wind Down Process described in the ACCA. Any payments earned through the date of termination and through the Wind Down Period shall remain due and owing notwithstanding the termination of the Agreement.

ARTICLE THIRTEEN
GENERAL PROVISIONS

Section 13.01. Parties Bound. This Agreement shall bind and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 13.02. Governing Law. This Agreement has been executed and shall be governed by and construed in accordance with the laws of the State of Louisiana without regard to conflict of laws principles that would require the application of any other law.

Section 13.03. 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 13.04. Rule of Construction. The Parties acknowledge and agree that this is a negotiated agreement, in which all Parties have received the assistance and advice of competent legal counsel; and accordingly that the rule of construction that any ambiguities are to be construed against the drafting Party shall not apply.

Section 13.05. Severability. If any term, provision, covenant or condition of this Agreement is held unenforceable or invalid for any reason and not susceptible to reformation due to a change in applicable legal requirements, the remaining portions or provisions shall continue in full force and effect.

Section 13.06. Integration. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement cancels and supersedes all prior physician clinical and medical administrative service agreements and understandings, oral or written, between the Parties.

Section 13.07. Non-Waiver. No waiver of any breach or default hereunder shall be considered valid, unless in writing and signed by the Party giving such waiver. No such waiver shall be deemed a waiver of any subsequent breach or default of a similar nature.

Section 13.08. Notices. All notices, demands and other communications to be given or delivered pursuant to or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given and received (i) if by hand or electronic delivery, when delivered; (ii) if given by nationally recognized and reputable overnight delivery service, the business day on which the notice is actually received by the Party; (iii) if given by certified mail, return receipt requested, postage prepaid, three (3) business days after posted with the United States Postal Service. Notices, demands and communications to the Parties shall, unless another

address is specified in writing, be sent to the addresses indicated below:

If to OLH / the Hospital Entities:

Ochsner LSU Hospitals, L.L.C.
1541 Kings Highway
Shreveport, Louisiana 71103

with a required copy to:

Ochsner LSU Health System of North Louisiana
1541 Kings Highway
Shreveport, Louisiana 71103
Attn: Joint Management Committee

If to OLPG:

Ochsner LSU Physician Group, LLC
1501 Kings Highway
Shreveport, Louisiana 71103
Attn: President

with a required copy to:

Ochsner LSU Health System of North Louisiana
1541 Kings Highway
Shreveport, Louisiana 71103
Attn: Joint Management Committee

If to OLHS-NL:

Ochsner LSU Health System of North Louisiana
1541 Kings Highway
Shreveport, Louisiana 71103
Attn: Chief Executive Officer

with a required copy to:

Louisiana State University
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808
Attn: General Counsel

And

Ochsner Health System
1450 Poydras St. Ste 2250
New Orleans, Louisiana 70112
Attn: General Counsel

Section 13.09. Form of the Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, single or plural, as the identity of the person(s) or thing(s) may require. Article and Section headings are included for convenience of reference only and shall not define, limit, extent or otherwise affect the interpretation of this Agreement or any of its provisions.

Section 13.10. Amendment. This Agreement may be amended or modified only in writing signed by the Parties.

Section 13.11. Further Cooperation. In order to confirm this Agreement or carry out its provisions or purposes, each Party shall cooperate with the other and shall take such further action and execute and deliver such further documents as the other may reasonably request.

Section 13.12. Assignability. No Party may assign its rights or delegate its duties (by subcontract or otherwise) under this Agreement without the prior written consent of the other Parties.

Section 13.13. No Third Party Beneficiaries. Nothing in this Agreement shall be construed as conferring any benefit, either directly or indirectly, on any person or entity not a Party to this Agreement.

Section 13.14. Referrals. The Parties acknowledge that none of the benefits granted OLHS-NL, OLH, the Hospital Entities, OLPG, HSC-S Faculty or any individual physician hereunder are conditioned on any requirement that any physician make referrals to, be in a position to make, or influence referrals to, or otherwise generate business for, the Hospital Entities.

Section 13.15. Force Majeure. No Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption in rights or duties that results directly or indirectly from Acts of God, civil or military authority, acts of terror, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by a Party's employees, or any similar or dissimilar cause beyond the reasonable control of a Party.

Section 13.16. Additional Instruments. Each of the Parties shall, from time to time, at the request of any other Party, execute, acknowledge and deliver to the other Parties any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

Section 13.17. Headings. All section and part headings are inserted for convenience.

Such headings shall not affect the construction or interpretation of this Agreement.

Section 13.18. Multiple Counterparts. Provided all Parties execute an identical copy of this Agreement, including Exhibits, the Parties acknowledge and agree that these multiple counterparts will be considered fully executed originals.

Section 13.19. Time Periods. Time periods expressed by a specified number of days shall be based on calendar days.

Section 13.20. Claims for Monetary Damages. The Parties expressly acknowledge and agree that the Dispute Process set forth in Article **Error! Reference source not found.** of the ACCA 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) of the ACCA, 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.

ARTICLE FOURTEEN

COMPLIANCE WITH FEDERAL AND STATE REGULATIONS

Section 14.01. Compliance with HIPAA. OLPG agrees and shall ensure that each HSC-S Faculty physician or other LSU employee providing Services under this Agreement complies with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d and any current and future regulation promulgated thereunder including, but without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164, the federal security standards contained in 45 C.F.R. Part 142, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 ("HIPAA"), to the extent applicable. The Parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information (both as defined in HIPAA and/or the HIPAA Requirements), other than as permitted by HIPAA and the terms of this Agreement. To the extent applicable under HIPAA, the Hospital Entities and OLPG shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with Federal Privacy Regulations.

Section 14.02. Non Discrimination and Affirmative Action. The Parties agree 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 Assistant 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 Parties agree to abide by the requirements of the Americans with Disabilities Act of 1990. Parties agree not to discriminate in employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Section 14.03. Physician Self-Referral Statute. The Parties agree to abide by the applicable requirements of the Federal Physician Self-Referral Statute, 42 U.S.C. § 1395nn ("Stark II"). OLPG warrants and agrees that the aggregate compensation paid by OLPG to each physician member of the HSC-S Faculty providing services hereunder does not and will not during the Term of this Agreement vary with, or take into account, the volume or value of referrals or other business generated by the HSC-S Faculty member's referrals to the Hospitals.

ARTICLE FIFTEEN

EXECUTION WARRANTY

Section 15.01. Execution Warranty. Each person signing this agreement on behalf of a Party represents that the execution of this Agreement has been duly authorized by the Party for which representative is signing, and that no restrictions or restrictive agreements exist that prevent either the execution or the carrying out of this Agreement by such Party.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS HEREOF, the parties have executed this Agreement as of the date set forth above.

Ochsner LSU Health System of North Louisiana

By: _____

Name: _____

Title: _____

Ochsner LSU Hospitals, L.L.C.

By: _____

Name: _____

Title: _____

OLH Shreveport, L.L.C.

By: _____

Name: _____

Title: _____

OLH Monroe, L.L.C.

By: _____

Name: _____

Title: _____

LSU Health Sciences Center – Shreveport Faculty Group Practice, a Louisiana Nonprofit Corporation d/b/a Ochsner LSU Physician Group

By: _____

Name: _____

Title: _____

EXHIBIT A

“SERVICES”

This Exhibit A and Schedules 1, 2 and 3, incorporated by reference into this Exhibit A, describe the Practitioner Services and Medical Administrative Services OLPG shall provide to OLH Shreveport and OLH Monroe at the Hospitals by and through HSC-S Faculty and other providers of Services, as described in this Agreement. Schedule 1 describes the on-site Professional Services and On Call Coverage to be provided by OLPG to OLH Shreveport at Ochsner LSU Health Shreveport. Schedule 2 describes the on-site Professional Services and On Call Coverage to be provided by OLPG to OLH Monroe at Ochsner LSU Health Monroe. Schedule 3 describes the On Call Coverage for which OLPG will be paid. Payment for such Services shall be invoiced and paid consistent with Section 5.05 and Section 5.06 of this Agreement. The Program Budget shall include the compensation terms for the Services set forth on this Exhibit A and Schedules 1, 2 and 3, as further described in the Agreement.

I. PRACTITIONER SERVICES

1.01. Practitioner Services. OLPG, by and through HSC-S Faculty, shall provide the following health care professional services: (1) professional medical services to and for patients at Hospitals, including medically indigent and uninsured patients, as defined by Louisiana law (“Professional Services”); and (2) on call coverage services to the Hospitals (“On Call Coverage”). Collectively, Professional Services and On Call Coverage shall be referred to as “Practitioner Services.”

1.02. Professional Services. OLPG, by and through HSC-S Faculty, shall provide Professional Services including diagnosis and medical, surgical and preventative treatments in all specialties as set forth in Schedules 1(a) and 2(a) and as requested by Hospitals, and in a manner to assure timely, high-quality care and patient access. Such Professional Services shall also include the supervision of non-physician practitioners (i.e., advanced practice registered nurses and physician assistants) subject to Section 4.03 of this Agreement. OLPG shall be solely responsible for diligently filing claims and collecting from patients and third party payers for the professional component of Professional Services provided to patients by HSC-S Faculty. All such payments collected by OLPG shall belong to OLPG. All such claims shall be competitive with prevailing fees and charges for similar services in the Hospital’s locality.

a. In performing such billing and collecting activities, OLPG agrees to comply with the following guidelines:

(i) Charge patients of the Hospitals only for the professional component of any medical care provided by OLPG through HSC-S Faculty and not charge any such patients for the technical component;

- (ii) Charge for services on a fee-for-service basis or in accordance with a contractual agreement;
- (iii) Be responsible for billing patients and/or the third party payers for Professional Services;
- (iv) Assume the costs associated with claims filing for the professional component of medical care provided by OLPG through HSC-S Faculty, including all costs of preparing, transmitting and collecting claims;
- (v) Clearly indicate on claims that the claim being filed is for the professional component;
- (vi) Assure all HSC-S Faculty providing Services timely and accurately complete patient medical records, files and records of such Services rendered under this Agreement in accordance with applicable CMS guidelines, third party payer reimbursement requirements, Hospital Policies and Louisiana and Federal laws, as required by Section 3.01(n) of this Agreement; and
- (vii) File claims in compliance with all laws, rules and regulations and in compliance with the contractual terms of third-party payer contracts.

1.03. On Call Coverage. In order to ensure the Hospitals continue to meet their mission of providing timely quality medical care to the local community in accordance with the applicable standard of care, the Parties agree it is necessary at all times to have an “on call” schedule for certain clinical service specialties to ensure the Hospitals have access to Practitioner Services on nights, weekends and holidays. The Parties agree that some HSC-S Faculty will be required to be on the premises of the Hospital(s) for the duration of the on call period, whereas others may be off premises, but restrained from personal/social/recreational activities due to being on call. In light of this distinction, the Parties agree that it is commercially reasonable, necessary and proper to provide fair market compensation for On Call Coverage in accordance with Schedule 3. OLPG agrees to ensure qualified and appropriate HSC-S Faculty are available pursuant to an On Call Coverage schedule provided to Hospitals at the beginning of each month, and updated as appropriate, to provide On Call Coverage for the specialties listed in Schedule 1 (for Ochsner LSU Health Shreveport) and Schedule 2 (for Ochsner LSU Health Monroe).

a. Night Call Coverage. Night Call Coverage is defined as follows:

- (i) Monday: 5:00 p.m. - Tuesday: 7:00 a.m.;
- (ii) Tuesday: 5:00 p.m. - Wednesday: 7:00 a.m.;
- (iii) Wednesday: 5:00 p.m. - Thursday: 7:00 a.m.;
- (iv) Thursday: 5:00 p.m. - Friday 7:00 a.m.

b. Weekend Call Coverage. Weekend Call Coverage is defined as follows:

(i) Friday 5:00 p.m. —Monday 7:00 a.m.

c. Holiday Call Coverage. Holiday Call Coverage is defined as follows:

On holidays, as determined by the holiday schedule published by LSU, OLH Shreveport or OLH Monroe, as applicable, will pay OLPG for Holiday Call Coverage for those hours not already included in Weekend Coverage or Night Coverage.

d. Call Coverage Compensation. The Hospitals shall pay OLPG for On Call Coverage, as set forth in Schedule 3.

1.04. On Site Provision of Professional Services. OLPG, by and through the HSC-S Faculty, shall provide Professional Services to Hospitals as set forth and described in Schedules 1 and 2.

II. Medical Administrative Services

2.01. Provision of Medical Administrative Services. OLPG shall provide the following Medical Administrative Services to support the Practitioner Services:

a. Chief of Service. OLPG shall provide an HSC-S Faculty physician to serve as the Chief of Service within each Hospital's service line as requested by the OLHS-NL Board of Directors. Subject to the recommendation of the Medical Staff in accordance with its Medical Staff Bylaws, each Hospital will appoint an HSC-S Faculty physician to serve as the Chief of Service, unless otherwise requested by the OLHS-NL Board of Directors. The Chief of Service for each service line of a Hospital shall be primarily responsible for the provision of the Medical Administrative Services described in subsections (i) through (ix), below.

(i) Establishment of Policies. OLPG and HSC-S Faculty shall cooperate with the Hospital Entities to establish policies, procedures, rules, regulations and methods of operation related to the delivery of medical care at the Hospital.

(ii) Program Development. OLPG and HSC-S Faculty shall participate, as reasonable and necessary, in program development and expansion of quality medical services at the Hospitals.

(iii) Performance Improvement. As part of the overall performance improvement program at Hospital, OLPG and/or HSC-S Faculty shall recommend procedures to ensure the consistency and quality of all services provided by Hospital in each clinical department and shall participate in Hospital's overall performance improvement programs for each clinical department in accordance with Hospital policies and the policies and criteria established by accrediting organizations.

(iv) Surveys and Inspections. OLPG and HSC-S Faculty shall cooperate with Hospitals and the Hospital Entities in connection with surveys and inspections related to the provision of services at the Hospitals and in the implementation of any corrections or recommendations. OLPG and/or HSC-S Faculty shall notify the Hospital Administrator of all announced or unannounced surveys and inspections of the clinical departments by regulatory agencies and of all preliminary and final reports and findings that result from such surveys and inspections.

(v) Selection, Maintenance and Utilization of Facilities and Equipment. OLPG and HSC-S Faculty shall cooperate with the Hospital Entities in the planning, investigation and installation of devices, machinery, equipment and systems to be leased, purchased or otherwise acquired for use in the Hospital. HSC-S Faculty shall advise the Hospitals, and the Hospitals shall consult with HSC-S Faculty, with respect to the selection of additional or replacement equipment required. OLPG and/or HSC-S Faculty shall further assist or participate in periodic inspection and evaluation of the equipment to determine whether it is being maintained in a safe condition and being utilized in a safe and efficient manner. OLPG and/or HSC-S Faculty may, as necessary, request repair and other support services for such equipment from the Hospitals. OLPG and/or HSC-S Faculty shall advise the Hospitals with respect to facility needs, including participation in the planning of any expansion of facilities or acquisition of major equipment when requested by the Hospitals.

(vi) Budget. OLPG shall exercise diligence in assisting the Hospitals in keeping costs of providing services at Hospital efficient, economical and competitive in the local community. OLPG and the HSC-S Faculty providing Services under this Agreement shall, as requested by the Hospitals, participate in the preparation of operating and capital budgets for the Hospitals (including projections of both revenue and expenditures) to inform the Program Budgets and other budgets as may be appropriate for operating the Hospital.

(vii) Media or Community Group Inquiries. OLPG and/or HSC-S Faculty shall notify the Administrator of the applicable Hospital of all announced or unannounced visits, phone calls to such Hospital or other contact by the media or community groups regarding the HSC-S Faculty, the Hospital's services or any other OLH Entity activities of the Hospitals. The HSC-S Faculty shall cooperate with the Hospitals and the Hospital Entities in connection with responding to such inquiries.

(viii) Medical Board Reporting. OLPG and HSC-S Faculty shall cooperate with the Hospital Entities by making periodic reports, as requested, to Hospital's Administrator, Medical Executive Committee, corporate board or other oversight body regarding budgets, quality of care, behavior or disciplinary concerns, installation and operation of devices or equipment, and such other matters related to the medical services at the Hospitals as may be reasonably

requested by the Hospitals/an OLH Entity from time to time.

(ix) Administrative Services Relating to Practitioner Services. Each Chief of Service is required to provide administrative oversight of the Practitioner Services performed by the HSC-S Faculty members in that Chief of Service's service line, including developing On Call Coverage schedules, ensuring timely completion of medical records and other related duties as requested by the Hospitals.

SCHEDULE 1

Services to be provided by OLPG to OLH Shreveport at
Ochsner LSU Health Shreveport

Services/Call Coverage Shreveport

| Clinical Department/Section |
|---|
| Anesthesiology & Pain Medicine |
| Emergency Medicine |
| Family Medicine |
| Medicine: Interventional Cardiology |
| Medicine: Cardiology Electrophysiology |
| Medicine: Cardiology Noninvasive |
| Medicine: Endocrinology |
| Medicine: Gastroenterology |
| Medicine: Geriatrics |
| Medicine: Hematology & Radiation Oncology |
| Medicine: Infectious Diseases |
| Medicine: Internal Medicine |
| Medicine: Nephrology |
| Medicine: Pulmonary and Critical Care |
| Medicine: Rheumatology |
| Medicine: Pediatrics |
| Neurology |
| Sleep Medicine |
| Neurosurgery: General |
| Neurosurgery: Endovascular/Interventional |
| Neurosurgery: Pediatric |
| OB/GYN |
| OB/GYN: Gynecology Oncology |
| OB/GYN: MFM |
| Ophthalmology |
| Orthopedic Surgery: General |
| Orthopedic Surgery: Hip & Joint |
| Orthopedic Surgery: Hand |
| Orthopedic Surgery: Sports Medicine |
| Orthopedic Surgery: Trauma |
| Otolaryngology |
| Otolaryngology: Pediatric ENT |
| Pathology: Anatomical & Clinical |
| Pediatrics: General |
| Pediatrics: Allergy / Immunology |
| Pediatrics: Cardiology |
| Pediatrics: Critical Care/Intensivist |
| Pediatrics: Endocrinology |
| Pediatrics: Gastroenterology |
| Pediatrics: Genetics |
| Pediatrics: Hospitalist |
| Pediatrics: Hematology & Oncology |

| Clinical Department/Section |
|--------------------------------|
| Pediatrics: Infectious Disease |
| Pediatrics: Neonatal Medicine |
| Pediatrics: Nephrology |
| Pediatrics: Pulmonology |
| Psychiatry |
| Radiology: Diagnostic |
| Radiology: Interventional |
| Radiology: Neurological |
| Radiology: Nuclear Medicine |
| Surgery: General |
| Surgery: Cardiovascular |
| Surgery: Colon and Rectal |
| Surgery: Oncology |
| Surgery: Pediatrics |
| Surgery: Plastics |
| Surgery: Vascular |
| Surgery: Trauma |
| Oral/Maxillofacial Surgery |
| Urology |
| |
| |

SCHEDULE 2

Services to be provided by OLPG to OLH Monroe at
Ochsner LSU Health Monroe

Services/Call Coverage Monroe

| Department | Specialty |
|--------------------------------|-----------------------------|
| Anesthesiology | |
| | |
| Emergency Medicine | |
| | |
| Family Medicine | |
| | |
| Medicine | Cardiology |
| | |
| Medicine | Hematology/Medical Oncology |
| | |
| Medicine | Internal Medicine |
| | |
| Medicine | Nephrology |
| | |
| Obstetrics and Gynecology | |
| | |
| Ophthalmology | |
| | |
| Oral and Maxillofacial Surgery | |
| | |
| Orthopaedic Surgery | |
| | |
| Pathology | |
| | |
| Pediatrics | |
| | |
| Psychiatry | |
| | |
| Surgery | |

Schedule 3
Compensation for On Call Coverage

Call Coverage Compensation: OLH-Shreveport

Night Call Coverage

(Monday, Tuesday, Wednesday & Thursday)

5:00 PM - 7:00 AM (14 Hours)

of Hours Weekly

56

of Hours Annually

2912

Weekend Call Coverage

(Friday - Monday)

5:00 PM - 7:00 AM (62 Hours)

of Hours Weekly

62

of Hours Annually

3224

Holiday Call Coverage

Additional Hours Not Included in Night & Weekend Call

of Additional Hours

of Hours Annually

Independence Day

10

Labor Day

10

Thanksgiving

20

Christmas Eve, Christmas Day & Additional Day

30

New Years Eve & New Years Day

20

Martin Luther King

10

Mardi Gras

10

Easter (Good Friday & Following Monday)

20

Memorial Day

10

140

Total Number of Call Coverage Hours

6,276

| | Hourly Rate | # of Hours |
|---------------------------|-------------|------------|
| Anesthesia | \$ 50.00 | 6,276 |
| Orthopaedic Surgery | \$ 80.00 | 6,276 |
| Trauma Surgery | \$ 100.00 | 6,276 |
| Neurosurgery | \$ 95.00 | 6,276 |
| Interventional Radiology | \$ 50.00 | 6,276 |
| Otolaryngology | \$ 30.00 | 6,276 |
| Oral Surgery | \$ 30.00 | 6,276 |
| Pulmonary & Critical Care | \$ 65.00 | 6,276 |
| OB | \$ 45.00 | 6,276 |
| Interventional Cardiology | \$ 75.00 | 6,276 |