

ACADEMIC AFFILIATION AGREEMENT

BY AND AMONG

OCHSNER LSU HOSPITALS, L.L.C.,  
OLH SHREVEPORT, L.L.C.,  
OLH MONROE, L.L.C.,

AND

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

[\_\_\_\_\_, 2018]

This ACADEMIC AFFILIATION AGREEMENT is effective October 1st, 2018, and is by and among the **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE** (“LSU”), a public constitutional corporation of the State of Louisiana, **OCHSNER LSU HOSPITALS, L.L.C.**, a Louisiana limited liability company (“OLH”), **OLH SHREVEPORT, L.L.C.**, a Louisiana limited liability company, and **OLH MONROE, L.L.C.**, a Louisiana limited liability company (individually a “Hospital Subsidiary” and collectively the “Hospital Subsidiaries”). LSU, OLH and the Hospital Subsidiaries are sometimes individually referred to herein as “Party” and collectively as the “Parties.”

### **RECITALS OF FACTS AND PURPOSE**

- A.** Ochsner Clinic Foundation d/b/a Ochsner Health System (“Ochsner”), LSU and Ochsner LSU Health System of North Louisiana, a Louisiana nonprofit corporation (“OLHS-NL”) are parties to an Academic and Clinical Collaboration Agreement effective as of \_\_\_\_\_, 2018 (“ACCA”), which sets forth the terms by which Ochsner, LSU and OLHS-NL will work together through the Collaborative to operate the Academic Medical Center for the Public Purpose, including, without limitation, the Governing Principles, all as defined in the ACCA.
- B.** LSU operates the LSU Health Sciences Center Shreveport (“HSC-S”), an academic institution comprised of the School of Medicine, School of Graduate Studies and School of Allied Health.
- C.** OLH is a wholly-owned subsidiary of OLHS-NL that leases and operates hospitals and associated clinical facilities through the Hospital Subsidiaries. As of the Commencement Date, the Hospital Subsidiaries will be known as Ochsner LSU Health Shreveport and Ochsner LSU Health Monroe (individually a “Hospital” and collectively the “Hospitals”).
- D.** OLH Shreveport serves as HSC-S’s primary teaching hospital, and HSC-S also engages in additional academic activity at OLH Monroe, providing Resident training supported by HSC-S Faculty on the medical staffs of the Hospitals as part of the HSC-S GME Programs.
- E.** As major teaching hospitals providing health care services to high volumes of uninsured and underinsured patients, the Hospitals receive enhanced Medicare and Medicaid reimbursement attributable to their teaching hospital status.
- F.** As set forth in the ACCA, the Parties desire to work together in an integrated and collaborative manner in accordance with the Governing Principles for the success of the AMC.
- G.** The Parties are entering into this Agreement whereby OLH and the Hospital Subsidiaries agree to provide financial support for the HSC-S GME Programs and HSC-S agrees to provide the Hospitals with support and services for the benefit of the AMC, as further described herein.

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

### DEFINITIONS

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

- A. **Academic and Clinical Collaboration Agreement or ACCA:** The term “Academic and Clinical Collaboration Agreement” or ACCA shall mean the Academic and Clinical Collaboration Agreement effective [\_\_\_\_\_, 2018] by and among LSU, Ochsner and OLHS-NL.
- B. **Academic Medical Center or AMC:** The term “Academic Medical Center: or “AMC shall have the meaning set forth in the ACCA.
- C. **Academic Year:** The term “Academic Year” shall mean July 1<sup>st</sup> through June 30<sup>th</sup>.
- D. **ACGME:** The term “ACGME” shall mean the Accreditation Council for Graduate Medical Education. References to ACGME include such other similar accrediting organizations as may from time-to-time accredit the Resident Programs.
- E. **Agreement or AAA:** The term “Agreement” or “AAA” shall mean this Academic Affiliation Agreement.
- F. **CMS:** The term “CMS” shall refer to the Centers for Medicare & Medicaid Services.
- G. **CODA:** The term “CODA” shall mean the Commission on Dental Accreditation.
- H. **Commencement Date:** The term “Commencement Date” shall have the meaning set forth in the ACCA.
- I. **Compensation:** The term “Compensation” shall mean the consideration payable to HSC-S under this Agreement for Resident Rotations and Support, Teaching and Residency Program Supervision Support, and Other Program Support as set forth on **Exhibit A**.
- J. **Development Plans:** The term “Development Plans” means the Program Budget and other operational components of the HSC-S GME Programs as agreed upon by the Joint Management Committee and adopted by the OLHS-NL Board in accordance with Section 5.05 of this Agreement.
- K. **GME:** The term “GME” shall mean Graduate Medical Education.
- L. **Governing Principles:** The term “Governing Principles” shall have the meaning set forth in the ACCA.

- M. **Hospital Policies:** The term “Hospital Policies” shall mean and include the Bylaws and any policies and procedures of the Hospital(s); Bylaws and rules and regulations of the Medical Staff of the Hospital(s); and other policies, practices and procedures of the Hospital(s) as are from time to time adopted, authorized and approved.
- N. **HSC-S Faculty:** The term “HSC-S Faculty” shall mean qualified physicians licensed to practice medicine in the State of Louisiana who are members of the Medical Staff of either or both Hospitals, provide Teaching and Residency Program Supervision Services required to support the HSC-S GME Programs, and are members of the HSC-S faculty.
- O. **HSC-S GME Programs:** The term “HSC-S GME Programs” means the residency and fellowship programs for which HSC-S is the sponsoring institution.
- P. **Immaterial Adjustment:** The term “Immaterial Adjustment” means an adjustment in appropriately documented Resident Rotations or Teaching and Residency Program Supervision Services, or in actual expenditures for items or services covered by Other Program Support, that in the aggregate would affect the total Compensation payable under this Agreement by no more than five percent (5%).
- Q. **Joint Management Committee:** The term “Joint Management Committee” means the management committee established in accordance with the OLHS-NL Bylaws.
- R. **Net Patient Revenue:** The term “Net Patient Revenue” means the total gross revenue accrued in a period for patient services rendered by an OLHS-NL Entity, including 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.
- S. **OLHS-NL Board:** The term “OLHS-NL Board” means the board of directors of OLHS-NL.
- T. **OLHS-NL Entities:** The term “OLHS-NL Entities” has meaning set forth in the Academic and Clinical Collaboration Agreement.
- U. **Other Program Support:** The term “Other Program Support” means that portion of the Compensation payable to HSC-S under this Agreement attributable to items other than Resident Support and Teaching and Residency Program Supervision Support, as provided in Section III of **Exhibit A**.
- V. **Program Budget:** The term “Program Budget” means the annual budget for the HSC-S GME Programs training at the Hospitals and adopted in accordance with Section 5.04 of this Agreement. The Initial Program Budget, as further defined in Section 5.04, is attached as **Exhibit B** to this Agreement.
- W. **Program Budget Process:** The term “Program Budget Process” means the process used to establish the Program Budget in accordance with Section 5.05 of this Agreement.
- X. **Public Purpose:** The term “Public Purpose” has the meaning set forth in the Academic

and Clinical Collaboration Agreement.

- Y. **Resident:** The term “Resident” shall mean a physician who is currently enrolled as an “intern,” “resident,” or “fellow,” as each are defined in the Hospital’s Medical Staff Bylaws, in an HSC-S GME Program who, as part of the HSC-S GME Program, will complete Resident Rotations.
- Z. **Resident Rotations:** The term “Resident Rotations” shall include those health care clinical rotations completed by Residents at the Hospitals under appropriate clinical supervision by a Medical Staff member and with appropriate administrative support services provided in accordance with the Hospital’s Medical Staff Bylaws and pursuant to the terms of this Agreement.
- AA. **Resident Rotations and Support:** The term “Resident Rotations and Support” means that portion of the Compensation payable to HSC-S under this Agreement for Resident salaries and benefits, Resident parking, meals and education, and Resident Program Coordinators, as provided in Section I of **Exhibit A**.
- BB. **Teaching and Residency Program Supervision Services:** The term “Teaching and Residency Program Supervision Services” shall mean the provision of Teaching and Supervision Services and the services of Resident Program Directors and Associate Program Directors, as set forth in Section II of **Exhibit A** to this Agreement.
- CC. **Teaching and Residency Program Supervision Support:** The term “Teaching and Residency Program Supervision Support” shall mean that portion of the Compensation payable to HSC-S under this Agreement for Teaching and Residency Program Supervision Services as set forth in Section II of **Exhibit A** to this Agreement.
- DD. **Teaching and Supervision Services:** The term “Teaching and Supervision Services” shall have the meaning set forth in Section 2.01A of **Exhibit A** to this Agreement.
- EE. **True Up/Settlement Process:** The term “True Up/Settlement Process” means the process utilized by the Parties to the extent necessary to reconcile amounts owed to or from a Party under the terms of this Agreement in accordance with Section 5.06 of this Agreement.

## ARTICLE ONE

### REPRESENTATIONS AND WARRANTIES

#### **Section 1.01.**            Eligibility for Government Programs.

(1)                    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”).

(2) Continuing Duty. Each Party shall (i) regularly verify the continued accuracy of the Eligibility Status representation of (1); (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 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, 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 the other Party 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

The Initial Term of this Agreement shall be ten (10) years, beginning on the Commencement Date, and shall automatically renew for two (2) successive five-year 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.

## ARTICLE THREE

### DUTIES OF LSU AS TO RESIDENTS AND HSC-S GME PROGRAMS

**Section 3.01.** LSU shall, throughout the Term of this Agreement, do the following:

(1) comply with the terms of **Exhibit A** to this Agreement;

(2) assure each Resident completing Resident Rotations under this Agreement is fully qualified, enrolled in LSU Health Sciences Center Shreveport, remains in good standing and meets all of the requirements to complete the Resident Rotations in accredited training programs;

(3) assure each HSC-S Faculty member providing Teaching and Residency Program Supervision Services under this Agreement holds a valid and current license to practice medicine in the State of Louisiana without restrictions or limitations imposed by the Louisiana

State Board of Medical Examiners;

(4) assure each HSC-S Faculty member successfully completes the credentialing process for the Hospital(s) and maintains such credentials as necessary to perform the Teaching and Residency Program Supervision Services;

(5) agree, and assure each Resident and 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. § 1395nn) (“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;

(6) assure each Resident and HSC-S Faculty member agrees to comply with the Hospital Policies;

(7) assure that periodic time logs are performed for each HSC-S Faculty member providing Teaching and Supervision Services, in accordance with the **Exhibit A** of this Agreement;

(8) assure that each HSC-S Faculty member completes time studies as requested by OLH to enable the Hospitals to prepare accurate cost reports;

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

(10) notify OLH and the Hospital Subsidiaries in writing within five (5) 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, OLH, a Resident, or any HSC-S Faculty providing Teaching and Supervision Services/completing Resident Rotations under this Agreement, or concerning a HSC-S Faculty member’s or Resident’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 Board of Dentistry, 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, a Resident, or any HSC-S Faculty providing Teaching and Supervision Services/completing Resident Rotations, or concerning a HSC-S Faculty member's or Resident's license to practice their profession; and

(ii): the breach, lapse or inaccuracy of any duty of LSU listed in this Section 3.01;

(11) provide notice to the Hospitals' Medical Staff offices within five (5) calendar days of receiving HSC-S Faculty information relevant to the provision of Teaching and Supervision 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, as relevant. Documentation necessary to confirm these events will also be provided to the Medical Staff offices within five (5) calendar days of a request for documentation;

(12) assure all Resident Rotations and Teaching and Residency Program Supervision Services are performed in accordance with the applicable standard of care and in conformance with the standards for performance of such Resident Rotations established by accrediting entities and the requirements of CMS, it being understood that (i) Residents will complete Resident Rotations only under the appropriate supervision of Medical Staff members and (ii) the HSC-S Faculty shall exercise independent medical/professional judgment in providing the Teaching and Residency Program Supervision Services and comply with applicable standards for performance established by accrediting entities and the requirements of CMS. The Hospitals shall not interfere with the independent medical/professional judgment of the HSC-S Faculty other than when they exercise or fail to exercise their duties in accordance with Hospital Policies, applicable accreditation standards, and CMS requirements and regulations;

(13) assure the Residents and HSC-S Faculty only use the premises of the Hospitals, and any part thereof, for the completion of Resident Rotations or the Training and Residency Program Supervision unless otherwise mutually agreed to by the Parties in writing;

(14) operate the Resident Programs in compliance with ACGME and CODA requirements;



(15) provide immediate notice to OLH if a Resident Program receives an ACGME or CODA accreditation decision other than initial accreditation or continued accreditation;

(16) assure all Residents completing Resident Rotations and HSC-S Faculty providing Teaching and Residency Program Supervision Services timely and accurately complete patient medical records documenting the care provided in accordance with applicable CMS guidelines, third party payor reimbursement requirements, Hospital Policies, and Louisiana and Federal laws; and

(17) assure the Residents and HSC-S Faculty participate in the Hospitals' quality improvement initiatives.

## ARTICLE FOUR

### DUTIES OF OLH

**Section 4.01.** Policies and Procedures. OLH agrees to make available to LSU and Residents, upon request, copies of all Hospital Policies.

**Section 4.02.** Support Provided by OLH. To facilitate the efficient and effective completion of the Resident Rotations and Teaching and Residency Program Supervision Services, OLH shall make the following available to Residents and/or HSC-S Faculty, at OLH's sole cost and expense:

(1) Resident Lounge. OLH shall, consistent with ACGME and CODA requirements, provide properly equipped house staff lounge(s) for use by Residents during clinical Resident Rotations.

(2) Clinical Personnel. OLH shall provide qualified Clinical Personnel to assist the Residents during clinical Resident Rotations and HSC-S Faculty when providing Teaching and Residency Program Supervision Services, as determined necessary by OLH after consultation with HSC-S. Such Clinical Personnel shall be performing the nursing and other technical services customarily provided for hospital inpatients and outpatients. Residents and the HSC-S Faculty shall utilize Clinical Personnel solely during the completion of clinical Resident Rotations or in providing Teaching and Residency Program Supervision Services pursuant to this Agreement. All services performed by such Clinical Personnel shall, if applicable, be billed by the Hospitals, and HSC-S shall not bill any patient or third party for any services rendered by Clinical Personnel.

(3) Professional, Technical and Clerical Personnel. OLH shall provide qualified professional, technical and clerical personnel to assist the Residents during clinical Resident Rotations and HSC-S Faculty in providing Teaching and Residency Program Supervision Services, as determined necessary by OLH after consultation with HSC-S. Such

professional, technical and clerical personnel shall perform the non-clinical services customarily provided for hospital inpatients and outpatients. Residents and HSC-S Faculty shall utilize professional, technical and clerical personnel solely during the completion of their Resident Rotations pursuant to this Agreement.

(4) Quality Improvement Programs. OLH shall provide Residents and HSC-S Faculty access to quality improvement programs and systems of the Hospitals as contemplated by the ACGME and CODA.

(5) Medical Equipment. OLH shall provide equipment for use by the Residents during clinical Resident Rotations and HSC-S Faculty in providing Teaching and Residency Program Supervision Services, as determined reasonable and necessary by OLH after consultation with LSU.

(6) Medical Records. OLH shall provide the Residents 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 during their Resident Rotations or when providing Teaching and Residency Program Supervision Services pursuant to this Agreement.

(7) Participation in Medicare and Medicaid. OLH shall ensure the Hospitals participate in the Medicare and Medicaid programs at all times during the Term of this Agreement.

(8) Notice to HSC-S. OLH and/or Hospital Subsidiaries shall notify HSC-S in writing within five (5) 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, OLH, a Resident, or any HSC-S Faculty providing Teaching and Supervision Services/completing Resident Rotations under this Agreement, or concerning a HSC-S Faculty member's or Resident'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 Board of Dentistry, 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, a Resident, any HSC-S Faculty providing Teaching and Supervision Services/completing Resident Rotations under this Agreement, or concerning a HSC-S Faculty member's or Resident's license to practice their profession; and

- (ii): the breach, lapse or inaccuracy of any duty of OLH listed in this Section 4.02.

## ARTICLE FIVE

### COMPENSATION AND PROGRAM BUDGET

**Section 5.01.** Compensation. In consideration for the Resident Rotations and Teaching and Residency Program Supervision Services performed consistent with the terms of this Agreement and the other items and services covered by Other Program Support, OLH agrees to pay HSC-S the fees set forth on **Exhibit A**, as reflected in the Program Budget (described in Section 5.04). OLH shall not reduce the level of services and support to be provided by HSC-S pursuant to this Agreement without HSC-S's express written consent, and HSC-S shall not reduce the level of services and support to be provided to OLH pursuant to this Agreement except for causes beyond its control, such as the departure of HSC-S Faculty that cannot be replaced in a timely fashion.

Notwithstanding the foregoing, if at any time after the expiration of the period covered by the Second Program Budget (as defined below) LSU no longer furnishes the full range of the Resident Rotations and Teaching and Residency Program Supervision Services originally called for by this Agreement including, without limitation, (i) the expected number of HSC-S Faculty FTEs providing Teaching and Resident Supervision Services, as set forth in **Exhibit A** and Schedule 1(a) thereto; (ii) does not submit the Teaching Time Logs as required by this Agreement and Section IV of **Exhibit A**; (iii) the expected time commitments for Program Directors or Associate Program Directors, as set forth in **Exhibit A** and Schedule 1(b) thereto, are not reflected in the supporting invoices as required by this Agreement and Sections 2.02 and 2.03 of **Exhibit A**; (iv) does not incur the approved reimbursable costs reflected in **Exhibit A** and the Program Budget (including those relating to Other Program Support, described in Section III of **Exhibit A**); or (v) Resident(s) completed a portion of their Resident Rotations at a non-Hospital location (as described in Sections 1.01C and 1.01D of **Exhibit A**), the amount of Compensation to be paid to LSU pursuant to this Agreement shall be reduced on a prorated basis based on the level of such reduction. Such reductions, if any, shall be addressed during the TrueUp/Settlement Process described in Section 5.06. If at any time during the Term of this Agreement the needs of OLH/the Hospital Subsidiaries change such that HSC-S is asked and agrees to provide additional services beyond those set forth in this Agreement and the then-current Program Budget, then the Compensation payable to HSC-S shall be increased as appropriate and as mutually agreed upon in writing, with a corresponding update made to the

then-current Program Budget. 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 if there is an Immaterial Adjustment.

**Section 5.02.** Payment Upon Invoice. HSC-S shall submit invoices to OLH by the 20<sup>th</sup> of the following month in which services were rendered and in a format that conforms to Section 5.03. OLH shall pay such invoices by the latter of the last day of the month in which OLH received the invoice or within twenty (20) days of receipt of the invoice. All billing disputes will be submitted in writing to the other Party no later than sixty (60) days after the due date of any disputed invoice. The Parties shall resolve such billing disputes using the Dispute Process set forth in the Academic and Clinical Collaboration Agreement.

**Section 5.03.** Form of Invoice. HSC-S shall provide OLH with a monthly invoice, the form of which shall be mutually agreed upon between OLH and HSC-S. Each quarter, HSC-S shall include with its invoice (i) an attestation statement attesting to the time and effort each HSC-S Faculty member spent during the preceding quarter performing Teaching and Supervision Services, as required by **Exhibit A**, and (ii) corresponding Teaching Time Logs (as described in **Exhibit A**). At the request of OLH, HSC-S shall provide OLH with reasonable documentation of the services supporting the invoices.

**Section 5.04.** Annual Review/Program Budget. OLH and HSC-S agree to meet as necessary to annually review the HSC-S GME Programs and determine a proposed Program Budget for the next Academic Year, which shall be submitted to the OLHS-NL Board for final approval. The Program Budget shall (i) list, by specialty, the number of Residents (on a full time equivalent (“FTE”) basis) to participate in the Resident Rotations; and (ii) allocate between the Parties the costs and expenses for such Resident Rotations for each Academic Year consistent with the terms of this Agreement. The Program Budget shall include the Compensation terms and address the Compensation to be paid to HSC-S as set forth on **Exhibit A**. The Program Budget shall also be consistent with spending and reimbursement policies adopted by the OLHS-NL Board.

Notwithstanding the foregoing and for the period following the Commencement Date of this Agreement through June 30, 2020 (the “Startup Period”), the initial Program Budget adopted by the Parties and attached as **Exhibit B** to this Agreement covers the portion of the initial Academic Year from the Commencement Date through June 30, 2019 (“Initial Program Budget”) and reflects an annual Compensation amount of \$86,000,000 for providing the services contemplated by this Agreement (“AAA Startup Budgeted Amount”), pro-rated to reflect the 9-month period from the Commencement Date to the beginning of the next Academic Year on July 1, 2019. The second Program Budget covering the period from July 1, 2019 through June 30, 2020 (“Second Program Budget”) shall reflect the AAA Startup Budgeted Amount, with such adjustments to the amount of Compensation to be paid as recommended by the Joint Management Committee and approved by the OLHS-NL Board to reflect any increases or decreases beyond an Immaterial Adjustment in the amount of services to be provided during the period covered by the Second Program Budget, as described in Section 5.01. Payments to be made under the Initial Program Budget and Second Program Budget shall be invoiced and paid consistent with the Program Budget and True Up/Settlement process described in Section 5.06 of this Agreement.

**Section 5.05.**            Program Budget Process. The Program Budget Process shall be as follows: As of the Commencement Date, the Parties have finalized the Initial Program Budget and Development Plans to be in effect during the initial Academic Year. Thereafter, no later than January 1 of each Academic Year during the Term of this Agreement, the Parties will commence discussions regarding a proposed Program Budget and Development Plan for the subsequent Academic Year [and rolling five-year 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 Academic 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 Academic Year. The Parties' proposed annual budgets will then be presented to and undergo a budget reconciliation and consolidation process by the Joint Management Committee whereby the Joint Management Committee will use the Parties' respective individual proposed annual budgets to develop a consolidated annual budget for the subject Academic Year. Each Party's designees shall be involved and work collaboratively in such annual budget reconciliation and consolidation process. Upon agreement of the Joint Management Committee, the consolidated annual budget shall be submitted to the OLHS-NL Board for final approval. The Program Budget and Development Plans must be approved by the OLHS-NL Board before such plans may be considered "final." If the Parties cannot agree upon the Program Budget and Development Plans and obtain final approval by the OLHS-NL Board prior to the July 1 commencement date of the next Academic Year, the Parties will continue to operate under the provisions of the prior Academic Year Program Budget and Development Plans until the Joint Management Committee agrees on new Program Budget and Development Plans for such Academic Year that are approved by the OLHS-NL Board. After the OLHS-NL Board approves the new Program Budget and Development Plans for the Academic Year, a Party may request an adjustment to the Program Budget and Development Plans to reflect the interim time period in which the Parties operated under the provisions of the prior Academic Year Annual Budget and Development Plans. Any such request must be recommended by the Joint Management Committee and approved by the OLHS-NL Board.

**Section 5.06.**            True Up/Settlement Process. The Parties will reasonably and in good faith participate together in the True Up/Settlement Process following the completion of each Academic 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 the OLHS-NL Board 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 Academic Year quarter and will make good faith efforts to complete the True Up/Settlement Process within ninety (90) days of the end of such Academic Year quarter. Notwithstanding the foregoing, during the periods covered by the Initial Program Budget and the Second Program Budget, the total amount of Compensation paid to HSC-S shall not be adjusted if there is an Immaterial Adjustment.

**Section 5.07.**            Representation Regarding Payment. LSU represents and warrants that the compensation paid each HSC-S Faculty member providing Teaching and Residency Program Supervision Services under this Agreement is and shall remain set in advance and consistent with Fair Market Value as defined on **Exhibit A**.

**Section 5.08.**            Information Requests. The Parties agree to cooperate with each other in good faith by promptly responding to reasonable requests from the other Party to provide documentation and information reasonably relevant to the HSC-S GME Programs within the latter of ten (10) days of receiving a written request or the date included in the written request for such information by the other Party. If the Party receiving the information request determines in good faith that it is impracticable to provide all of the requested information within the applicable time period, such Party shall so notify the requesting Party within ten (10) days of the written request and provide a prompt time table for the production of the requested information. Notwithstanding the foregoing, LSU shall respond to requests for HSC-S GME Program information within twenty-four hours if the requested information is required by OLH or a Hospital Subsidiary to respond to an ACGME or CODA accreditation or regulatory reviews necessitating an expedited response.

## ARTICLE SIX

### RELATIONSHIP OF THE PARTIES

**Section 6.01.**            Independent Contractors. The Parties agree that each Resident, HSC-S Faculty member, Resident Program Director, Associate Program Director, and Program Coordinator providing Resident Rotations or Teaching and Supervision Services at the Hospitals is and shall be an employee of HSC-S and shall not, for any purpose whatsoever, be or be considered an employee, representative or agent of OLH or the Hospitals unless otherwise specifically agreed to by the Parties in writing. In providing the Resident Rotations and Teaching and Supervision Services to OLH, each such person referenced in the preceding sentence will be acting in the course and scope of his or her employment, appointment, or assignment for or on behalf of HSC-S and/or within the scope of his or her education and training and shall not be entitled to receive or accept from OLH or the Hospitals any remuneration or other compensation whatsoever for the support provided hereunder. In all instances where LSU's employees (including direct, borrowed, special, or statutory employees) are performing the services required under this Agreement 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 OLH/Hospital Subsidiaries' trade or business, and are an integral part of and essential to the ability of OLH/Hospital Subsidiaries to generate OLH/Hospital Subsidiaries' 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 OLH/Hospital Subsidiaries. Irrespective of OLH/Hospital Subsidiaries' 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

OLH/Hospital Subsidiaries from and against, any such payments, and all such employees shall remain employees of LSU, not OLH/Hospital Subsidiaries, for all other purposes, including the indemnity<sup>1</sup> and insurance provisions of this Agreement.

**Section 6.02.**            No Employer/Employee Relationship. The Parties agree that HSC-S and OLH are independent contractors in relation to each other and 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 Seven 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 Residents, HSC-S Faculty members, Resident Program Directors, Associate Program Directors, and Program Coordinators will not be treated as employees of OLH or the Hospitals for tax purposes. Neither OLH nor the Hospitals will withhold on behalf of any such person referenced in the preceding sentence any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law, or make available to such person any of the benefits afforded to employees of the Hospitals.

**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.**            HSC-S Insurance. LSU, at its sole expense, agrees to maintain a policy or program of professional liability coverage or insurance, covering LSU, the HSC-S Faculty, and Residents 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.* LSU shall also maintain or ensure the maintenance of comprehensive general liability insurance covering LSU, the HSC-S Faculty, and Residents 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 Subsidiary 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

### INDEMNIFICATION

**Section 8.01.** Indemnification by LSU. LSU hereby agrees to protect, defend, and indemnify OLH, the Hospital Subsidiaries, 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 LSU or its employees, employed or contracted physicians or agents, or (b) a breach of its obligations hereunder.

**Section 8.02.** Indemnification by OLH and Hospital Subsidiaries. OLH and the Hospital Subsidiaries hereby agree to protect, defend, and indemnify LSU and its affiliates and their respective officers, directors, managers, agents and employees (specifically including, without limitation, HSC-S Faculty and Residents) (collectively, "LSU Indemnitees") against, and hold the same harmless from any and all Losses which the LSU 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 OLH, the Hospital Subsidiaries, or their employees, or agents, or (b) a breach of its obligations hereunder.

**Section 8.03.** Indemnification Notice. If any Hospital Indemnitee or LSU 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 LSU is the State of Louisiana, Office of Risk Management, and OLH and the Hospital Subsidiaries 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. HSC-S shall ensure that Residents and 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 by or on behalf of OLH or the Hospital Subsidiaries/Hospitals in connection with the Resident Rotations or Teaching and Supervision 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 the Hospitals and/or HSC-S and/or Residents shall have the right to access, inspect or obtain copies of such reports, records and supporting documents in accordance with Hospital Policies, including its policies addressing protected health information and the handling of confidential information.

## ARTICLE TEN

### ACCESS TO RECORDS AND RECORD RETENTION

**Section 10.01.** Records Retention. OLH and LSU 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 Resident Rotations or Teaching and Supervision 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. OLH's auditors, the Louisiana Legislative Auditor's Office and the Office of the Governor - Division of Administration auditors shall have the right upon reasonable written notice to inspect and audit, during the Hospitals' regular business hours and at no expense to LSU, the books and records of Hospitals and LSU pertaining to this Agreement. This section shall survive the termination of the Agreement.

## ARTICLE ELEVEN

### TERMINATION

**Section 11.01.** Events of Default. It shall be an event of default ("Event of Default") hereunder:

(1) If OLH or any Hospital Subsidiary (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.

(2) 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 (2) does not address a failure to make payment as required by ARTICLE Five of this Agreement, which is addressed in subsection (1), above, addressing Financial Default.

**Section 11.02.** 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:

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

(2) 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.

(3) Loss of Accreditation. If all of the Resident Programs operated by HSC-S and accredited by ACGME (or such other similar accreditation maintained by the Resident Program(s)) lose their accreditation, either Party may terminate this Agreement immediately by providing written notice to the other Party.

**Section 11.03.** 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 11.04.** Termination for Financial Default. In accordance with Section 11.01(1) 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 11.05.** 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 11.06.** Termination of Collaborative. Upon termination of the CEA, the ACCA, or, unless otherwise agreed by the Parties, any other Collaborative Agreement (as defined in the ACCA), this Agreement shall automatically terminate.

**Section 11.07.** Wind Down Activities. Upon termination of this Agreement for any reason, the Parties' 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 shall remain due and owing notwithstanding the termination of the Agreement.

## ARTICLE TWELVE

### GENERAL PROVISIONS

**Section 12.01.** Parties Bound. This Agreement shall bind and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

**Section 12.02.** 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 12.03.** 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 12.04.** Rule of Construction. Parties acknowledge and agree that this is a negotiated agreement, in which both 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 12.05.** 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 12.06.** 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, teaching and medical administrative service agreements and understandings, oral or written, between the Parties.

**Section 12.07.** 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 12.08.** 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 OLH shall, unless another address is specified in writing, be sent to the addresses indicated below:

**If to OLH and Hospital Subsidiaries:**

Ochsner LSU Hospitals, L.L.C.  
1541 Kings Highway  
Shreveport, Louisiana 71103  
Attn: Chief Executive Officer

with a required copy to:

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

**If to LSU:**

LSU Health Sciences Center - Shreveport  
1501 Kings Highway  
Shreveport, Louisiana 71103  
Attn: Chancellor

with a required copy to:

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

**Section 12.09.** 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 12.10.** Amendment. This Agreement may be amended or modified only in writing signed by the Parties.

**Section 12.11.** 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 12.12.** Assignability. Neither Party may assign its rights or delegate its duties (by subcontract or otherwise) under this Agreement without the prior written consent of the other Party.

**Section 12.13.** 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 12.14.** Referrals. The Parties acknowledge and agree that none of the benefits granted OLH, Hospitals, LSU, HSC-S Faculty, Residents 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, Hospitals or OLH.

**Section 12.15.** Force Majeure. Neither 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 either Party's employees, or any similar or dissimilar cause beyond the reasonable control of either Party.

**Section 12.16.** Additional Instruments. Each of the Parties shall, from time to time, at the request of the other, execute, acknowledge and deliver to the other Party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

**Section 12.17.** Headings. All section and part headings are inserted for convenience. Such headings shall not affect the construction or interpretation of this Agreement.

**Section 12.18.** Multiple Counterparts. Provided both 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 12.19.** Time Periods. Time periods expressed by a specified number of days shall be based on calendar days.

**Section 12.20.** Claims for Monetary Damages. The Parties expressly acknowledge and agree that the Dispute Process set forth in Article 9 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 THIRTEEN

### COMPLIANCE WITH FEDERAL AND STATE REGULATIONS

**Section 13.01.** Compliance with HIPAA. LSU agrees and shall ensure that each HSC-S Faculty member and Resident agrees and OLH agrees to comply 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, Hospitals and LSU 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 13.02.** 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 13.03.** 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"). LSU warrants and agrees that the aggregate compensation paid by LSU to each Resident completing clinical Resident Rotations and each HSC-S Faculty member providing Teaching and Supervision 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 Resident's referrals to the Hospitals.

## ARTICLE FOURTEEN

### EXECUTION WARRANTY

**Section 14.01.** 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 Hospitals, L.L.C.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**OLH Shreveport, L.L.C.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**OLH Monroe, L.L.C.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BOARD OF SUPERVISORS OF LOUISIANA STATE  
UNIVERSITY AND AGRICULTURAL AND  
MECHANICAL COLLEGE on behalf of LOUISIANA  
STATE UNIVERSITY HEALTH SCIENCES  
CENTER - SHREVEPORT**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

This **Exhibit A** describes the services and support to be provided by HSC-S to OLH/Hospital Subsidiaries and the payments to be made from OLH to HSC-S for such services and support, as further specified and reflected in the Program Budget. Payment for such services and support shall be reflected in the Program Budget and shall be invoiced and paid consistent with ARTICLE Five of this Agreement.

### I. RESIDENT SUPPORT AND PAYMENTS

The Parties agree and recognize that Residents are an essential part of the Hospitals' teaching mission. To support such teaching mission and the completion of Resident Rotations, OLH agrees to provide Resident Rotations Support comprised of (1) resident salary and benefits, (2) parking, meals and education support, and (3) payments for Resident Program Coordinators as set forth in Sections 1.01, 1.02 and 1.03 of this Exhibit A.

#### 1.01 Resident Salary and Benefits.

- A. Resident Salaries. Each Resident completing Resident Rotations during the 2018-2019 Academic Year, as listed by specialty and FTE number in the corresponding Program Budget, shall receive a base salary and benefits from HSC-S that will be fixed in advance and agreed to by the Parties ("Resident Salary"). The Resident Salary for subsequent Academic Years shall be determined during the Program Budget Process. Upon request, HSC-S shall provide OLH with a payroll report showing the monthly salary payment made by HSC-S to each Resident for the prior month.
- B. Resident Rotation Log. At the beginning of each month, HSC-S shall provide OLH with a Resident Rotation log ("Resident Rotation Log") reflecting the Resident Rotations schedule for each Resident by specialty during the previous month at each Hospital and any non-Hospital location. An example Resident Rotation Log is attached as **Appendix 1** to this **Exhibit A**.
- C. Resident Support Payments. OLH agrees to reimburse HSC-S in an amount equivalent to the sum of each Resident's Resident Salary consistent with the Program Budget and True Up/Settlement process described in ARTICLE Five of this Agreement. In the event HSC-S receives payment for a Resident's services at any non-Hospital location, such payment amount will be deducted from the amount owing to HSC-S during the True Up/Settlement Process, provided that during the periods covered by the Initial Program Budget and the Second Program Budget, the total amount of Compensation paid to HSC-S shall not be adjusted if there is an Immaterial Adjustment.
- D. Example. As an example, assume the Program Budget provides for one (1) FTE for a family medicine Resident and OLH would typically pay HSC-S \$1,000 as the Resident Support Payment for the one (1) family medicine Resident FTE for the month of June. The Resident Rotation Log for June reflects the family medicine Resident spent a quarter of his time at a non-Hospital location, and

HSC-S received \$250 for the Resident's services at the non-Hospital location. Because the Resident did not complete a portion of his/her Resident Rotation at a Hospital and HSC-S was fully compensated for the Resident's services at the non-Hospital location, OLH would instead owe HSC-S a Resident Support Payment of \$750 for that Resident's Resident Rotations at the Hospital for the month of June, with the adjustment to be reflected in the monthly invoice and included in the True Up/Settlement Process.

1.02 Resident Parking, Meals, and Education Support.

- A. Parking and Meals. OLH agrees to provide Resident parking and access to meals at the Hospitals in accordance with Hospital Policies and the ACGME and CODA Institutional and Program Requirements.
- B. Education Support Payments. To support the education and training of Residents and facilitate their involvement in scholarly activities, including global health studies, OLH agrees to reimburse HSC-S an annual amount of [up to \$1,250 per Resident] based on actual utilization (or such other amount specified in the Program Budget) to enable Residents who are eligible and approved to attend program specialty conferences, scholarly meetings, or other similar educational activities. To be a reimbursable expense, such requests must be approved in advance by the respective Chairman of the Department or Resident Program Director and comply with Hospital Policies addressing approved expenses. The number of Residents completing scholarly activities eligible for reimbursement and the amount of such reimbursement shall be reflected in the monthly invoices and included in the True Up/Settlement Process, provided that during the periods covered by the Initial Program Budget and the Second Program Budget, the total amount of Compensation paid to HSC-S shall not be adjusted if an Immaterial Adjustment has occurred.

1.03 Resident Program Coordinators.

- A. Resident Program Coordinators. The Parties agree that certain administrative support services provided by a Resident Program Coordinator are required for the efficient and effective operation of the HSC-S GME Programs. Resident Program Coordinators shall assist in all administrative ways necessary to ensure continued ACGME and CODA accreditation and the success of individual Residents and the overall HSC-S GME Programs. HSC-S shall ensure that Resident Program Coordinators are appropriately trained and qualified and diligently provide the necessary and required administrative support services including, without limitation, coordination of all accreditation activities and requirements, tracking Resident hours, coordinating and tracking Residents' schedules, and other related services.
- B. Resident Program Coordinator Payments. OLH agrees to reimburse HSC-S an amount equal to each Resident Program Coordinator's salary and benefits multiplied by the proportionate percentage of time the Residents spend in

Resident Rotations at the Hospitals compared to the full complement of the training program at non-Hospital rotations consistent with the Program Budget and True Up/Settlement process described in ARTICLE Five of this Agreement. For example, if an HSC-S GME Program has a total complement of 50 Resident FTEs and the equivalent of 38 FTEs are assigned and complete Resident Rotations at the Hospitals, OLH will reimburse HSC-S 76% of the Resident Program Coordinator's base salary and benefits equivalent, provided that during the periods covered by the Initial Program Budget and the Second Program Budget, the total amount of Compensation paid to HSC-S shall not be adjusted if there is an Immaterial Adjustment.

## II. TEACHING AND RESIDENCY PROGRAM SUPERVISION SERVICES AND SUPPORT

The Parties agree and recognize that teaching and supervising Residents is also an essential part of the Hospitals' teaching mission. To support such teaching mission, OLH agrees to provide Teaching and Residency Program Supervision Support for the Teaching and Residency Program Supervision Support Services. The Teaching and Residency Program Supervision Support is comprised of payments for (1) Teaching and Supervision Services, (2) Resident Program Directors, and (3) Associate Program Directors as set forth in Sections 2.01, 2.02 and 2.03 of this **Exhibit A**, as follows:

### 2.01 HSC-S Faculty Teaching and Supervision Services and Payments.

- A. Teaching and Supervision Services. The HSC-S Faculty shall exercise independent medical / professional judgment and comply with applicable standards for performance established by accrediting entities and the requirements of CMS in supervising, directing and controlling the provision of medical care by Residents in the course of completing their Resident Rotations ("Teaching and Supervision Services"). Such Teaching and Supervision Services include evaluating, disciplining and terminating Residents for academic purposes consistent with the policies and procedures of HSC-S. In the course of supervising and managing the Residents, the Parties agree and understand that HSC-S Faculty members are required to teach and supervise Residents in the course of providing physician and non-physician practitioner services pursuant to their faculty appointments. **Schedule 1(a)** sets forth the total time commitment of all HSC-S Faculty providing Teaching and Supervision Services on a full time equivalent ("FTE") basis. For clarity, the FTE time commitments reflected on **Schedule 1(a)** are for all services, not just Teaching and Supervision Services, provided by HSC-S Faculty. HSC-S will allocate no more than fifty percent (50%) of such total time commitment to Teaching and Supervision Services. The Parties agree that such Teaching and Supervision Services are a necessary and commercially reasonable activity that ensures proper training of new physicians and access to quality care for the Hospitals' patients. All Teaching and Supervision Services shall be performed in accordance with applicable standards for performance established by accrediting entities and the requirements of CMS.

B. Payments for Teaching and Supervision Services.

1. During the Startup Period, the Parties agree the Compensation for Teaching and Supervision Services to be reflected in the Initial Program Budget and the Second Program Budget shall reflect on average an aggregate physician salary cap of the fiftieth (50<sup>th</sup>) percentile of the applicable HSC-S Faculty salaries, based on specialty, position and experience as listed in the most recent applicable Faculty Salary Survey Reports published by the Association of American Medical Colleges for public universities in the Southern Region (the “Salary Survey”), plus (b) fifty] percent ([50%) of such HSC-S Faculty member’s actual employee benefits consistent with Fair Market Value (as defined below). Upon written consent of the Parties, the reimbursable amount for such Teaching and Supervision Services may be increased, on a per-physician basis, up to a maximum per-physician salary cap of the eightieth (80) percentile of such Salary Survey, with a corresponding increase in the percent of such HSC-S Faculty member’s actual employee benefits consistent with Fair Market Value (collectively, “Teaching Compensation”).

2. Following the Startup Period, for the percentage of time and effort related to providing the Teaching and Supervision Services of the total FTE commitment set forth in **Schedule 1(a)**, OLH agrees to pay HSC-S the Fair Market Value (as defined below) amount for the total value of such Teaching and Supervision Services, with such amounts to be reflected in the Program Budget approved by OLHS-NL. The Fair Market Value amount for such Teaching and Supervision Services shall be determined using the process agreed upon by the OLHS-NL Board for determining Fair Market Value as defined by 42 C.F.R. § 411.351 utilizing generally accepted standards and methodologies used for institutions accredited by the ACGME or CODA (“Fair Market Value”).

3. The Teaching Compensation paid will be subject to accurate Teaching Time Logs (as defined and described in Section IV of this **Exhibit A**) reflecting the Teaching and Supervision Services provided. Such Teaching Time Logs must be provided consistent with Section 5.03 of this Agreement and as required to continually assess and ensure Fair Market Value and commercial reasonableness of such compensation. The Parties agree there shall be no increase in the total amount for Teaching Compensation to be paid by OLH without mutual written consent of the Parties, and that OLH shall pay Teaching Compensation only to the extent such Teaching and Supervision Services are supported by Teaching Time Logs submitted consistent with Section 5.03 of this Agreement. Payment for such Teaching and Supervision Services shall be invoiced and paid consistent with ARTICLE Five of this Agreement.

2.02 HSC-S GME Program Directors.

A. Resident Program Directors. Resident Program Directors shall be appointed by the corresponding Clinical Department Chair at the Hospital(s). 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. Such Resident Program Directors shall be employed by HSC-S and shall organize and oversee the activities of the Resident Programs at the Hospitals in compliance with the ACGME and CODA requirements, including monitoring appropriate HSC-S Faculty supervision, supervising and evaluating HSC-S Faculty in their responsibility for training Residents, and acting as a liaison with hospitals with regard to the HSC-S GME Programs. The Resident Program Directors will work collaboratively with OLH and the Hospitals with respect to the specific HSC-S GME Programs for the benefit of the Residents receiving training and completing Resident Rotations at the Hospitals and shall devote such amount of his/her normal work week in providing such administrative support services as reflected in **Schedule 1(b)** (the “Program Director Time Commitments”); provided, however, that the Parties agree that the Program Director Time Commitments reflected on **Schedule 1(b)** for the Program Directors shall be amended following Startup Period to be consistent with the minimum ACGME requirements for Program Directors or as otherwise agreed by the Parties in the Program Budget approved by OLHS-NL.

- B. Payments for Resident Program Directors. OLH agrees to reimburse HSC-S for the Resident Program Directors’ base salary and benefits in an amount that is proportionate to the Program Director Time Commitments listed in **Schedule 1(b)** and reflects the amount OLH incurs in providing/arranging to provide such administrative support services consistent with the Program Budget and True Up/Settlement Process described in Section 5.06 of this Agreement, subject to the receipt of an invoice consistent with ARTICLE Five of this Agreement, as further described in Section 2.02C of this Exhibit A, provided that during the periods covered by the Initial Program Budget and the Second Program Budget, the total amount of Compensation paid to HSC-S shall not be adjusted if there is an Immaterial Adjustment.
- C. Resident Program Director Invoices. Payment for Resident Program Director services shall be invoiced and paid consistent with ARTICLE Five of this Agreement. HSC-S agrees to provide payroll reports for Resident Program Directors reasonably necessary for HSC-S GME Program administrative support services at the Hospitals. Such payroll reports shall list each Resident Program Director’s salary and include documentation dividing the time each Resident Program Director spent providing administrative support services for each of the HSC-S GME Programs at the Hospitals.
- D. Program Director Annual Education. To facilitate the ability of Resident Program Directors to remain educational leaders for the HSC-S GME Programs at the Hospitals, OLH agrees to pay HSC-S an annual amount of \$130,000. A review of the annual education activities, effectiveness, and costs will be performed during the annual review and Program Budget Process.

### 2.03 HSC-S GME Program Associate Directors.

- A. Associate Director Services. HSC-S shall, in consultation with OLHS-NL, appoint an Associate Program Director for the HSC-S GME Programs operated at Hospitals as listed in Schedule 1(b). Such Associate Program Directors shall be employed by HSC-S and shall assist the Resident Program Director with organizing and overseeing the activities of such HSC-S GME Programs at Hospitals in compliance with the ACGME and CODA requirements. The Associate Program Directors shall devote such amount of his/her normal work week in providing such administrative support services as reflected in **Schedule 1(b)** (the “Associate Program Director Time Commitments”); provided, however, that the Parties agree that the Associate Program Director Time Commitments reflected on **Schedule 1(b)** for the Program Directors shall be amended following Startup Period to be consistent with the minimum ACGME requirements for Associate Program Directors or as otherwise agreed by the Parties in the Program Budget approved by OLHS-NL.
- B. Associate Program Directors Payments. OLH agrees to reimburse HSC-S for the Associate Program Directors’ base salary and benefits in an amount that is proportionate to the Associate Program Director Time Commitments listed in **Schedule 1(b)** and reflects the amount OLH incurs in providing/arranging to provide such services consistent with the Program Budget and True Up/Settlement Process described in Section 5.06 of this Agreement, subject to the receipt of an invoice consistent with ARTICLE Five of this Agreement, as further described in 2.03C of this Exhibit A, provided that during the periods covered by the Initial Program Budget and the Second Program Budget, the total amount of Compensation paid to HSC-S shall not be adjusted if there is an Immaterial Adjustment.
- C. Associate Program Directors Invoices. Payment for Associate Program Director administrative support services shall be invoiced and paid consistent with ARTICLE Five of this Agreement. HSC-S agrees to provide payroll reports for Associate Program Directors reasonably necessary for HSC-S GME Program administrative support services at the Hospitals. Such payroll reports shall list each Associate Program Director’s salary as well as documentation dividing the time each Associate Program Director spent providing administrative support services for each of the HSC-S GME Programs at the Hospitals.

### III. OTHER PROGRAM SUPPORT

The Parties agree and recognize that, in addition to the costs for which HSC-S is receiving Resident Rotations Support and Teaching and Residency Program Supervision Support, HSC-S incurs certain other costs in connection with the HSC-S GME Programs that are also an essential part of the Hospitals’ teaching mission. To support such teaching mission, OLH agrees to provide Other Program Support comprised of payments for (1) GME staff continuing education, and (2) recruitment costs, as set forth in Sections 3.01 and 3.02 of this **Exhibit A** as follows:

3.01 GME Staff Continuing Education. OLH shall pay HSC-S an annual amount of \$14,500 (or such other amount specified in the Program Budget) to be used by HSC-S to support the professional development activities of GME staff who support the HSC-S GME Programs at the Hospitals. Such funding may be used by HSC-S to fund GME staff participation at ACGME or CODA conferences, program coordinator conferences, or other similar educational activities.

3.02 Recruitment Cost. OLH agrees to reimburse HSC-S for Resident recruiting costs on a per-Resident basis up to an annual amount of \$150,000. Such funds may be used by HSC-S to reimburse travel and lodging accommodations for Resident applicants or other recruiting costs incurred by HSC-S as part of the Resident recruitment process. A review of the recruitment activities, effectiveness, and costs will be performed during the annual review and Program Budget Process, provided that during the periods covered by the Initial Program Budget and the Second Program Budget, the total amount of Compensation paid to HSC-S shall not be adjusted if there is an Immaterial Adjustment.

#### IV. TIME LOGS

4.01 Teaching Time Logs. HSC-S shall require each HSC-S Faculty member providing Teaching and Supervision Services at the Hospitals to complete written reports on a quarterly basis attesting to the time spent providing Teaching and Supervision Services (“Teaching Time Logs”). An example Teaching Time Log is attached as **Appendix B** to this Agreement. For the applicable service line, each Chief of Service is required to collect, review and assess on a quarterly basis each HSC-S Faculty member’s Teaching Time Log. The Chief of Service shall provide the Teaching Time Logs to the Hospital(s) each quarter consistent with Section 5.03 of this Agreement and shall provide the Dean and the Hospital(s), on a quarterly basis, a report certifying each HSC-S Faculty member satisfied the time commitments set forth in Schedule 1(a) and 1(b).

4.02 Prorated Payments for Failure to Provide Supporting Time Logs. In the event that the Teaching Time Logs submitted within a quarter do not reflect that HSC-S Faculty provided the level of Teaching and Supervision Services as set forth in Schedule 1(a), payment to HSC-S will be prorated as part of the TrueUp/Settlement Process, provided that during the periods covered by the Initial Program Budget and the Second Program Budget, the total amount of Compensation paid to HSC-S shall not be adjusted if there is an Immaterial Adjustment. The purpose of the Teaching Time Logs is to keep a physical record of the time spent by HSC-S Faculty members providing Teaching and Supervision Services in fulfilling their duties during the course of each quarter. LSU shall require that each HSC-S Faculty member’s time log: (i) is completed and identifies the services furnished; (ii) reflects only those duties performed by the HSC-S Faculty member (iii) reflects only the time devoted by such individual HSC-S Faculty member and does not reflect the time devoted by any other HSC-S Faculty member; and (iv) does not include time spent providing patient care or administrative services other than Teaching and Supervision Services.



**Appendix 1**

**Example Resident Rotation Log**

**Internal Medicine Monthly 2018 Schedule**

LSU Chief Resident: Brandon Humble				VA Chief Resident: Samuel Igbinedion			
ROTATIONS	ATTENDINGS		RESIDENTS	INTERNS			
LSU Team I	Dr. Doctor ####	Dr. Doctor ####	PGY 2 (T) 2738	PGY 1 (W) 0253, PGY 1 2322	PGY 1 (M) 2390		
LSU Team II	Dr. Doctor ####	Dr. Doctor ####	PGY 3 (289), PGY 3 (F) 2165	PGY 1 (F) 2842	PGY 1 (M) 2375		
LSU Team III	Dr. Doctor ####	Dr. Doctor ####	PGY 2 (Th) 0244	PGY 1 (W) 2359	PGY 1 (EMFM) 0039		
LSU Team IV	Dr. Doctor ####	Dr. Doctor ####	PGY 3 (M) 0938	PGY 1 (F) 1943, PGY 1 (FMI) 0905, PGY 1 (OMFS) 2807			
LSU Team V (Hem/Onc)	Dr. Doctor ####		PGY 2 (T) 0724	PGY 1 (Th) 0114	PGY 1 (M) 1755		
LSU Team VI (Neph)	Dr. Doctor ####	Dr. Doctor ####	PGY 3 (M) 0865	PGY 1 (T) 1945	PGY 1 (F) 2114		
LSU Team VII (Card)	Dr. Doctor ####	Dr. Doctor ####	PGY 3 (Th) 3189	PGY 1 (Anes) 2286	PGY 1 (M) 1949		
LSU Team VIII	Dr. Doctor ####	Dr. Doctor ####	PGY 2 (M) 0099	PGY 1 (W) 1748, PGY 1 (Anes) 2279, PGY 1 (Psych) 0213			
LSU MICU			PGY 2 (Th) 1941	PGY 1 (W) 1948			
			PGY 2 (F) 2326	PGY 1 (NSGV) 0949	PGY 1 (EM) 2196		
			PGY 2 (F) 2348	PGY 1 (M) 2748			
VA Team I			PGY 2 (T) 3414, PGY 2 (F) 0848	PGY 1 (T) 2353	PGY 1 (Th) 3062		
VA Team II			PGY 2 (T) 2272, PGY 2 (M) 1271	PGY 1 (W) 0644	PGY 1 (Th) 0834		
VA Team III			PGY 2 (T) 0870, PGY 2 (Th) 0876	PGY 1 (M) 0844	PGY 1 (F) 1884		
VA MICU			PGY 2 (F) 1099	PGY 1 (Th) 2363			
			PGY 2 (Th) 0986, PGY 2 (Th) 2325	PGY 1 (FM) 0814			
			PGY 4 (W) 2361	PGY 1 (Th) (M) 2262			
WK Med	PGY 3 (F) 2963, PGY 3 (T) 3478, PGY 3 (M) 3446, PGY 2 (T) 2368						
Flot	PGY 3 (W) 2370, PGY 2 (Th) 2318, PGY 3 (M) 0827, PGY 2 (F) 2166, PGY 1 (Th) 2421, PGY 1 (M) (Neuro) 2174						
Consults	PGY 2 (M) 0135, PGY 2 (F) 2331, PGY 2 (T) 1930				PGY 2 (F) 2249		
Cardio/Stress	PGY 2 (Th) 0075, PGY 2 (T) 0108		Rheumatology	PGY 3 (M) 2717, PGY 3 (W) 0942,		WK Nephro	PGY 2 (F) 2369
Endo	PGY 2 (W) 1848, PGY 2 (2800) 0031, 0076			PGY 3 (T) 2397			
LSU GI	PGY 2 (W) 2344, PGY 2 (M) 1170,		VA ID	PGY 3 (T) 0850, PGY 3 (W) 2382		Neuro/Derm	PGY 3 (Th) 0094
	PGY 1 (T) 2265		VA GI	PGY 3 (Th) 0058, PGY 3 (M) 0096			PGY 3 (F) 3446
LSU Pulm	PGY 2 (T) 1418, PGY 1 (Anes) 3442		VA Nephro	PGY 3 (T) 2827, PGY 3 (M) 2922			
LSU ID	PGY 1 (F) 2399, PGY 2 (Th) 3420		VA Cardiology	PGY 2 (M) 2320, PGY 2 (M) 0925		Geriatrics	PGY 3 (W) 3137, PGY 3 (F) 0156
LSU Nephro	PGY 2 (T) 2166, PGY 1 (T) 1977		VA Pulm	PGY 3 (F) 0165, PGY 3 (M) 0762,			
Home/Onc	PGY 3 (T) 0085, PGY 3 (Th) 1950			PGY 1 (F) 1829			
	<b>OFF SERVICES</b>		<b>ELECTIVES (CONT.)</b>		<b>VACATIONS</b>		
	PGY 1 (Th) 2479	Sleep Medicine	PGY 3 (Th) 2366		PGY 2: 7/2-7/6	PGY 2: 7/23-7/27	
LSU ED	PGY 1 (Th) 2386	Research			PGY 3: 7/8-13	PGY 3 (6th Mo): 7/23-7/27	
	PGY 1 (W) 1786	Radiology	Radiology PGY 2 (F) 2690		PGY 3: 7/16-7/20	PGY 3: 7/16-7/20	
	PGY 3 (F) 0105	Anesthesiology			PGY 3: 7/9-13		
PGY 4 (W) 2341	PGY 2 (W) 2757	Allergy	PGY 3 (F) 2690				
PGY 4 (W) 2362	PGY 2 (W) 0738	Ophthalmology					
PGY 4 (W) 3208	PGY 3 3110	Interventional Neph					
		Amib Med/Peds	PGY 4 (W) 2341				
<b>Notes:</b>							
PGY 2 to Start Neurology, PGY 3 to Start Derm (May Divide up VA Book Duties ad libitum)							
PGY 4 to Start Stress, PGY 3 to Start Cards							

## **Appendix 2**

### **Example Teaching Time Log**

**Provider Name:**  
**Department: (Your Department)**  
**Name of Physician: (Your Name)**  
**Cost Reporting Year:**  
**Basis of Allocation:**

**LSU HEALTH SCIENCE CENTER**

**Time Study**  
**WEEK OF:** \_\_\_\_\_

	Sun	Mon	Tue	Wed	Thru	Fri	Sat	Total
1. Provider Services - Teaching and Supervision of I/R's and Other GME Related functions.	0	0	0	0	0	0	0	0
-----								
1A. Provider Services - Teaching and Supervision of Allied Health Students.	0	0	0	0	0	0	0	0
-----								
1B. Provider Services - Non Teaching Reimbursable Activities such as Departmental Administration Supervision of Nursing and Technical Staff, Utilization Review, etc.	0	0	0	0	0	0	0	0
-----								
1C. Provider Services - Emergency Room Physicians Availability (Do not include minimum guarantee Arrangements for Emergency Room Physicians.)	0	0	0	0	0	0	0	0
-----								
1D. Subtotal - Provider Administration Services <b>(Line 1, 1A, 1B, and 1C).</b>	0	0	0	0	0	0	0	0
-----								
2. Physicians Services: Medical and Surgical Services to individual Patients	0	0	0	0	0	0	0	0
-----								
3. Non-Reimbursable Activities: Research, Teaching of I/R's in Non-Approved Program, Teaching and Supervision of Medical Students, Writing for Medical Journals, etc.	0	0	0	0	0	0	0	0
-----								
<b>4. Total Hours (Lines 1D, 2, and 3)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
=====								

\_\_\_\_\_  
**Signature: Physician**

\_\_\_\_\_  
**Date**

**SCHEDULE 1(a)**

**HSC-S Faculty Physicians Providing Teaching and Supervision Services - FTEs**

**Academic Affiliation Agreement Schedule 1(a)**  
**HSC-S Faculty - OLH Shreveport**

Clinical Department/Section	Current FTE
Anesthesiology & Pain Medicine	14
Emergency Medicine	20
Family Medicine	18
Medicine: Interventional Cardiology	9
Medicine: Cardiology Electrophysiology	
Medicine: Cardiology Noninvasive	
Medicine: Endocrinology	2.5
Medicine: Gastroenterology	5
Medicine: Geriatrics	1
Medicine: Hematology & Radiation Oncology	22
Medicine: Infectious Diseases	4
Medicine: Internal Medicine	15.7
Medicine: Nephrology	7.3
Medicine: Pulmonary and Critical Care	5.5
Medicine: Rheumatology	4
Medicine: Pediatrics	3
Neurology	13.5
Sleep Medicine	2.5
Neurosurgery: General	6.9
Neurosurgery: Endovascular/Interventional	
Neurosurgery: Pediatric	
OB/GYN	8.2
OB/GYN: Gynecology Oncology	
OB/GYN: MFM	
Ophthalmology	7
Orthopedic Surgery: General	11
Orthopedic Surgery: Hip & Joint	
Orthopedic Surgery: Hand	
Orthopedic Surgery: Sports Medicine	
Orthopedic Surgery: Trauma	
Otolaryngology	9.1
Otolaryngology: Pediatric ENT	
Pathology: Anatomical & Clinical	18.2
Pediatrics: General	39
Pediatrics: Allergy / Immunology	
Pediatrics: Cardiology	
Pediatrics: Critical Care/Intensivist	
Pediatrics: Endocrinology	
Pediatrics: Gastroenterology	
Pediatrics: Genetics	
Pediatrics: Hospitalist	
Pediatrics: Hematology & Oncology	

Clinical Department/Section	Current FTE
Pediatrics: Infectious Disease	
Pediatrics: Neonatal Medicine	
Pediatrics: Nephrology	
Pediatrics: Pulmonology	
Psychiatry	13
Radiology: Diagnostic	16.6
Radiology: Interventional	
Radiology: Neurological	
Radiology: Nuclear Medicine	
Surgery: General	20
Surgery: Cardiovascular	
Surgery: Colon and Rectal	
Surgery: Oncology	
Surgery: Pediatrics	
Surgery: Plastics	
Surgery: Vascular	
Surgery: Trauma	6
Oral/Maxillofacial Surgery	
Urology	4
<b>TOTAL</b>	<b>306.00</b>

**HSC-S Faculty - OLH Monroe  
Physician FTE**

<b>Clinical Department/Section</b>	<b>Current FTE</b>
------------------------------------	--------------------

<b>Department</b>	<b>Specialty</b>	<b>FTE</b>
Anesthesiology		2.00
Emergency Medicine		3.00
Family Medicine		8.25
Medicine	Cardiology	1.00
Medicine	Hematology/Me	1.00
Medicine	Internal Medicine	3.50
Medicine	Nephrology	1.00
Obstetrics and Gynecology		5.00
Ophthalmology		1.25
Oral and Maxillofacial Surgery		1.00
Orthopaedic Surgery		1.50
Pathology		2.00
Pediatrics		2.00
Psychiatry		1.00
Surgery		4.15
<b>Physician Total</b>		<b>37.65</b>



**SCHEDULE 1(b)**

**Program Director and Associate Program Director Time Commitments**

	<b>Program Director</b>	<b>Assoc Program Director</b>
<b>Program</b>	<b>Percentage Time</b>	<b>Percentage Time</b>
Anesthesiology	40.00%	
Anesthesiology: Pain Medicine	10.00%	
Emergency Medicine	42.00%	
Family Medicine	48.00%	
Emergency Medicine/Family Medicine	15.00%	
Medicine: Interventional Cardiology	34.00%	
Medicine: Cardiology	34.00%	
Medicine: Endocrinology	34.00%	
Medicine: Gastroenterology	34.00%	
Medicine: Hematology & Oncology	34.00%	
Medicine: Infectious Diseases	34.00%	
Medicine: Internal Medicine	50.00%	15.00%
Medicine: Nephrology	34.00%	
Medicine: Pulmonary and Critical Care	30.00%	
Medicine: Criticial Care Only	34.00%	
Medicine: Rheumatology	34.00%	
Medicine: Pediatrics	15.00%	
Neurology	35.00%	
Neurology: Sleep Medicine	34.00%	
Neurosurgery: General	30.00%	
OB/GYN	34.00%	
Ophthalmology	30.00%	
Oral/Maxillofacial Surgery	30.00%	
Orthopedic Surgery	30.00%	
Otolaryngology	30.00%	
Pathology	34.00%	15.00%
Pediatrics	50.00%	
Pediatrics: Allergy / Immunology	10.00%	
Psychiatry	50.00%	15.00%
Radiology	30.00%	
Surgery	30.00%	15.00%
Surgery: Colon and Rectal	10.00%	
Urology	30.00%	

**Exhibit B**

**Program Budget**

[To include Initial Program Budget]

**OLHS  
AAA  
FYE 2019**

<b>Faculty Teaching &amp; Supervision Services</b>	\$	49,825,000
<b>Intern/Resident/Fellow Salaries</b>	\$	29,950,000
<b>Intern/Resident/Fellow Education Support Payment and Recruitment Cost</b>	\$	725,000
<b>Resident Program Directors, Program Associate Directors and Program Director Annual Education</b>	\$	4,000,000
<b>Resident Program Coordinators and Annual Education</b>	\$	1,500,000
<b>Total AAA</b>	<b>\$</b>	<b>86,000,000</b>