

Faculty Services Agreement

This FACULTY SERVICES AGREEMENT (“Agreement”) is effective October 1, 2018 (“Effective Date”) and is by and between **LSU HEALTH SCIENCES CENTER-SHREVEPORT FACULTY GROUP PRACTICE D/B/A OCHSNER LSU PHYSICIAN GROUP**, a Louisiana nonprofit corporation (“OLPG”) and the **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE** (“LSU”), a constitutional body of the State of Louisiana (“State”), organized and existing under the constitution and laws of the State of Louisiana, and is entered into by LSU on behalf of Louisiana State University Health Sciences Center — Shreveport (an academic institution operated and administered by LSU) (“HSC-S”). OLPG and LSU are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

RECITAL OF FACTS AND PURPOSE

WHEREAS, OLPG’s sole member is Ochsner LSU Health System of North Louisiana, a Louisiana nonprofit corporation (“OLHS-NL”); and

WHEREAS, OLHS-NL, through subsidiary entities Ochsner LSU Hospitals, L.L.C. (“OLH”), OLH Shreveport, L.L.C. (“OLH Shreveport”), and OLH Monroe, L.L.C. (“OLH Monroe”) (collectively, the “OLH Entities”), operates the hospital facilities and associated outpatient clinics to be known as of the Effective Date as Ochsner LSU Health Shreveport in Shreveport, Louisiana and Ochsner LSU Health Monroe in Monroe, Louisiana (each a “Hospital” and collectively the “Hospitals”); and

WHEREAS, OLPG has entered into a Professional Services Agreement with OLHS-NL, OLH, OLH Shreveport, and OLH Monroe (“PSA”) pursuant to which OLPG, by and through the expertise of the HSC-S Faculty (as defined below), will provide professional clinical and medical administrative services at the Hospitals (“PSA Services”); and

WHEREAS, LSU has entered into, and may in accordance with the terms and conditions of that certain Academic Clinical Collaboration Agreement among LSU, Ochsner Clinic Foundation d/b/a Ochsner Health System (“Ochsner”), and OLHS-NL (“ACCA”) in the future enter into future, clinical service arrangements (“Other Service Agreements”) pursuant to which LSU, by and through the expertise of the HSC-S Faculty, provide certain professional clinical and medical administrative services at facilities and locations other than the Hospitals; and

WHEREAS, pursuant to the terms and conditions of the ACCA and subject to the Carve-Out Services (as such term is defined therein), LSU agreed on behalf of the HSC-S Faculty to assign all of its rights to bill and collect for the professional services and all other proceeds collected from patients, third-party payers and healthcare providers other than the Hospitals included in the calculation of OLPG’s “Net Third Party Collections” (as defined on **Exhibit A**) (collectively, “Other Services”);

WHEREAS, LSU desires to (i) make HSC-S Faculty available to OLPG to enable OLPG to fulfill its obligations to OLHS-NL, OLH, OLH Shreveport and OLH Monroe as described in

the PSA and (ii) assign all of its rights to bill and collect for the PSA Services and Other Services; and

WHEREAS, OLPG shall also provide or arrange for the provision of certain administrative services to enable LSU and OLPG to fulfill their respective obligations respective under the Service Agreements including, without limitation, billing and collection services (collectively, “Administrative Services”); and

WHEREAS, this Agreement furthers a mission of LSUHSC-S to improve the level of professional education and health care provided to persons in north Louisiana by delivering high quality healthcare consistent with national quality standards.

NOW, THEREFORE, in consideration of the mutual agreements, objectives, and purposes of the Parties, the Parties enter into the following Agreement:

I. PURPOSE AND GOVERNING PRINCIPLES

A. General. This Agreement contemplates a relationship whereby LSU will (i) make HSC-S Faculty available to OLPG to enable OLPG to provide the PSA Services, and make certain assignments, as described in Sections II and V.B, to OLPG in return for OLPG making payments to LSU as described in Exhibit A; and (ii) OLPG will provide or arrange for the provision of the Administrative Services.

II. RESPONSIBILITIES OF LSU

A. HSC-S Faculty. The term “HSC-S Faculty” shall mean qualified physicians licensed to practice medicine in the State of Louisiana, who provide PSA Services under the PSA and/or Other Services under Other Service Agreements, and who are members of the faculty at HSC-S. The term “HSC-S Faculty” shall also include non-physician practitioners (i.e., advanced practice registered nurses and physician assistants) who are licensed/permitted to practice in their respective profession in the State of Louisiana, are employed by HSC-S, and qualified to provide the PSA Services to be rendered by such practitioner. Exhibit B lists the number of full-time equivalent HSC-S Faculty (“FTEs”) to be provided by HSC-S for performance of the PSA Services Other Services under the Other Service Agreements. LSU shall update Exhibit B to reflect any changes in FTEs, including, without limitation, the addition of “New Physicians” in accordance with the procedures set forth in Section 2.3.5 of the ACCA. HSC-S will also identify and give OLPG notice of any other physicians and other practitioners who are contracted to Provide PSA Services or Other Services but who are not considered HSC-S Faculty for purposes of this Agreement.

B. PSA Services and Other Services. LSU shall provide to OLPG the PSA Services pursuant to the terms and conditions of the PSA. LSU shall also provide the Other Services pursuant to the terms and conditions of the Other Service Agreements and/or in accordance with third-party billing requirements. Notwithstanding anything to the contrary in this Agreement, the HSC-S Faculty, under the auspices of HSC-S, shall remain employees and under the ultimate direction, control, and supervision of LSU. HSC-S Faculty shall provide PSA Services on behalf of OLPG and the Other Services, subject to the following:

1. Education and Research Functions. The HSC-S Faculty shall continue to perform Carve-Out Services (as such term is defined in the ACCA) other than PSA Services and Other Services on behalf of LSU, provided that LSU makes available to OLPG the number of FTEs listed in **Exhibit B**, as may be updated from time to time by written agreement of the Parties, and provide the Other Services contemplated herein.
2. Compensation and Benefits for HSC-S Faculty. The HSC-S Faculty shall retain all of the rights and privileges that they currently enjoy as employees of LSU, including, but not limited to, salary, pension and benefits expressly granted to them pursuant to their employment or other agreements with LSU and other LSU policy and action. OLPG shall not be liable, nor shall it pay, any compensation or benefits to HSC-S Faculty. Notwithstanding anything herein to the contrary, the Parties agree that the compensation for the clinical portion of the HSC-S Faculty's time shall be subject to the process set forth in Section 2.3.5 of the ACCA (as defined below) for establishing the clinical compensation amount and model.
3. Compliance with Laws and Hospital Policies. The HSC-S Faculty providing PSA Services under the PSA shall comply with the Hospital Policies as such term is defined in the PSA. Conduct of any HSC-S Faculty member reported or deemed to be detrimental to the health or safety of a Hospital's patients or disruptive to Hospital staff and operations and provides will be handled in accordance with the terms and conditions of the PSA and/or the Hospital's Medical Staff Bylaws, as applicable.
4. Ethical Duties. The HSC-S Faculty shall have a moral, ethical and legal responsibility to OLPG and LSU for the responsible management of the care of patients.
5. HSC-S Faculty Appointments. The power of appointment to the HSC-S Faculty remains exclusively with LSU; provided, however, that in the event LSU appoints a HSC-S Faculty without consent from OLHS-NL in accordance with Section 2.3.5 of the ACCA, LSU shall not be entitled to any payments from OLPG for PSA Services or Other Services provided by such HSC-S Faculty.
6. Termination of HSC-S Faculty. LSU shall notify OLPG as soon as practicable but no later than five (5) days after providing notice of termination to any HSC-S Faculty.
7. Cooperation with Medical Staff Office. LSU shall provide timely notice to the applicable Hospital Medical Staff office of HSC-S Faculty information relevant to the provision of PSA Services and necessary for the Medical Staff office to carry out its functions. Such notice shall be provided for all types of leaves of absences, suspensions, resignations, new hires and

appropriate claims histories. Documentation necessary to confirm these events will also be provided to the Medical Staff office in a timely manner.

8. Assignment of Billing and Collections for PSA and Other Services. LSU shall assign or reassign all rights of LSU and the HSC-S Faculty to bill and collect for the PSA Services and Other Services to OLPG in accordance with and subject to Section V.B. In accordance with such assignment or reassignment of such rights to bill and collect, neither LSU nor the HSC-S Faculty shall have any right to any fees billed or collected for the PSA Services or Other Services rendered by the HSC-S Faculty. LSU also agrees, and shall ensure that the HSC-S Faculty agree, to take all steps necessary to enable OLPG to bill and collect for the PSA Services and Other Services including, without limitation, providing necessary information to enable OLPG to submit invoices and supporting documentation in accordance with the terms and conditions of Article Five of the PSA.

C. Compliance with PSA and Other Service Agreements. LSU shall comply with and require the HSC-S Faculty to comply with all applicable terms and conditions of the PSA relating to HSC-S Faculty including, without limitation, those requirements set forth in Article Three thereof (including the requirements to complete and submit time studies), Article Nine thereof (relating to the timely completion of medical records consistent with Hospital Policies as such term is defined in the PSA), and Article Fourteen thereof (relating to compliance with HIPAA). LSU shall also comply with all applicable terms and conditions of the PSA including, without limitation, those requirements set forth in Article Three thereof and the requirements to provide compensation and benefits information for each HSC-S Faculty to OLPG with sufficient detail to enable the Hospitals to include such actual costs in their cost reports and the notice obligations described therein relating to, for example, the commencement of certain investigations/formal audits/reviews/matters concerning a HSC-S Faculty member's license to practice their profession. In addition, LSU shall comply and require the HSC-S Faculty to comply with all terms and conditions of the Other Service Agreements.

III. RESPONSIBILITIES OF OLPG

A. General Responsibilities. Subject to the terms and conditions set forth in more detail elsewhere in this Agreement, OLPG is responsible for the following:

1. Administrative Services. OLPG shall provide or arrange for the provision of the Administrative Services in support of this Agreement, consistent with the terms and conditions of the Administrative Support Agreement between Clinical Operational Management Company, L.L.C. ("Administrator") and OLPG ("Administrative Support Agreement").
2. Billing and Collection. OLPG shall arrange through the Administrative Support Agreement for the billing and collection of all PSA Services and Other Services provided by the HSC-S Faculty. OLPG shall assure that any third party engaged by OLPG to bill and collect for the PSA Services and Other bills and collects to the maximum extent allowable and practical, all

reimbursements from patients, third-party payers and other sources for such PSA Services. The fees for PSA Services rendered by the HSC-S Faculty shall be established and updated by OLPG from time to time to reflect charges and payments agreed upon as part of OLPG's negotiations, along with OLH Shreveport and OLH Monroe as part of the OLHS-NL integrated health system, with third-party payers and related managed care organizations such as networks, etc. All billing and collections for the PSA Services and Other Services shall be performed by the Administrator utilizing OLPG's billing numbers, and LSU shall require the HSC-S Faculty to cooperate with the OLPG staff or their designees to bill all patients promptly for all services rendered. In accordance with Section V.B, LSU shall cause the HSC-S Faculty to fully cooperate with OLPG in reassigning their rights to bill and collect for the PSA Services and Other Services to OLPG. OLPG shall assure that all billed services identify the HSC-S Faculty member providing the services as the rendering provider and that medical record documentation complies with the requirements of Section V.A. In accordance with Section V.C, OLPG shall assure that the billing codes utilized accurately describe the items and/or services provided or performed and shall confirm to any applicable payer requirements, including, without limitation, the Medicare and Medicaid programs. LSU shall assure that HSC-S Faculty cooperate with OLPG staff or their designees to assure accurate and compliant billing for the Services.

3. Budget Preparation. OLPG shall be responsible for preparing or arranging for the preparation of annual budgets for the Administrative Services to be provided to OLPG under the Administrative Support Agreement ("Administrative Services Budget(s)"), and sharing such proposed Administrative Services Budget(s) with HSC-S not later than March 1 of each "Fiscal Year" (defined as July 1 through June 30) for HSC-S's input. Following collaboration with HSC-S on such Administrative Services Budgets, OLPG shall submit such proposed budgets to the OLHS-NL Joint Management Committee (as defined in the ACCA) for approval no later than April 1 of each fiscal year.
4. Compliance Program. OLPG shall be responsible for adopting and implementing an effective compliance program for OLPG to assure compliance with all federal, state and local regulations and requirements ("Compliance Plan") and working with LSUHSC-S to assure HSC-S Faculty are educated regarding compliance issues and act in accordance with the Compliance Plan.
5. Compliance with Laws and Hospital Policies. If OLPG or any of the other OLH Entities deem the conduct of any HSC-S Faculty member to be detrimental to the health or safety of a Hospital's patients or disruptive to Hospital staff and operations, the OLH Entity shall immediately report such conduct to the appropriate individuals in accordance with the terms and conditions of the PSA and the Hospital's Medical Staff Bylaws.

IV. HSC-S FACULTY PAYMENTS

A. Payments to LSU for the PSA Services and Other Services. In return for making the HSC-S Faculty available to provide the PSA Services and satisfying the other obligations of LSU as set forth in this Agreement related to the Other Services including, without limitation, all requirements of Sections II and V, OLPG will pay LSU consistent with the terms of Exhibit A.

B. Payment Data. With each payment, OLPG shall transmit to HSC-S data necessary for LSU to determine how to allocate the funds received among its various departments and faculty. OLPG and the Dean of HSC-S School of Medicine shall mutually agree on the data required and the appropriate format.

V. ASSIGNMENT; CODING; DOCUMENTATION

A. Documentation. LSU shall require that HSC-S Faculty provide accurate, complete, proper and timely documentation of all services rendered under this Agreement. This documentation shall be in conformity with applicable professional standards, third-party payer requirements, if any, governmental record-keeping and reporting requirements (including applicable CMS guidelines and Louisiana and Federal Laws), Hospital Policies, and applicable policies and procedures of LSU/HSC-S. Such documentation shall be appropriately organized, legible, and available for audit review and sufficient to substantiate the medical necessity and other criteria, in relation to items and services ordered and performed by the HSC-S Faculty to enable OLPG or the Administrator to submit claims in conformance with third-party payer requirements.

B. Assignment to OLPG. Except for payments for Carve Out Services and Supplemental Payments as provided in Section 8.2 of the ACCA, LSU assigns to OLPG all accounts receivable, payments, fees, money, coinsurance earned or accrued from the PSA Services provided by the HSC-S Faculty pursuant to this Agreement. In addition, LSU assigns to OLPG all rights to bill and collect for the Other Services. LSU shall require the HSC-S Faculty to expressly authorize OLPG or the Administrator, to accept on the HSC-S Faculty's behalf, any assignment made by any individual who receives PSA Services and Other Services from the HSC-S Faculty, the amount payable to such individual under Medicare, Medicaid, and/or any third-party payer program.

C. Coding for Other Services. OLPG shall assure that HSC-S Faculty utilize proper, accurate, and timely CPT/ICD-10 coding for patients under their care for billing, administrative, and quality purposes in accordance with the Compliance Plan. In the event any third-party payer reduces or refuses to pay fees based on improper or unlawful CPT/ICD-10 coding, OLPG shall include such information in the data provided to HSC-S pursuant to Section IV.B, above. The Parties will make all reasonable efforts to avoid coding problems and to solve any identified coding issues.

VI. REPRESENTATIONS AND WARRANTIES

A. 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 (including the General Services Administration) as debarred, excluded or otherwise ineligible for participation in federal or state programs and/or federally funded health care programs including Medicare and Medicaid (collectively, “Excluded”). Each Party further represents that, to the best of its knowledge, neither it nor its employees/agents are under investigation or otherwise aware of any circumstances which may result in such Party or its employees/agents being Excluded.

2. Continuing Duty. Each Party shall (i) regularly verify the continued accuracy of the eligibility status representation (as described in Section VI.A.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 this Section VI.A).

B. 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, that the compensation paid hereunder is consistent with fair market value of the goods and services provided hereunder, and that no part of the consideration paid and received hereunder is in exchange for the referral of patients or services or the promise to make such referrals.

C. Representation Regarding Payment. LSU represents and warrants that the compensation paid to each HSC-S Faculty providing PSA Services pursuant to this Agreement (i) is and shall remain set in advance and consistent with fair market value (as defined in 42 C.F.R. § 411.351) and in accordance with generally accepted standards and methodologies for institutions accredited by the Accreditation Council for Graduate Medical Education or Council on Dental and (ii) that the aggregate compensation paid to such HSC-S Faculty does not exceed fair market value and does not vary with or take into account the volume or value of referrals or other business generated by the HSC-S Faculty members for the Hospitals or other facilities owned or operated by OLH, OLHS-NL, or any other facility to which OLPG provides services.

VII. STATUS OF THE PARTIES AND THE PARTIES’ EMPLOYEES

A. LSU Employees. At all times, the HSC-S Faculty provided by LSU to OLPG pursuant to this Agreement shall remain employees of LSU, and shall not be entitled to

employment benefits from OLPG including, but not limited to, sick leave or the fringe benefits available to employees of OLPG, and shall not be entitled to participate in any pension plan, life insurance, or any other compensation, welfare or benefit plan maintained by OLPG. LSU understands and agrees that (i) the HSC-S Faculty will not be treated as employees of OLPG for federal tax purposes; (ii) OLPG will not withhold on behalf of the HSC-S Faculty pursuant to this Agreement any sums for income tax, unemployment insurance, social security or any other withholding pursuant to any law, or make available to the HSC-S Faculty any of the benefits afforded to employees of OLPG; and (iii) all of such payments, withholdings, and benefits, if any, are the sole responsibility of LSU.

B. LSU Independent Contractor Services. The PSA Services and Other Services provided by LSU pursuant to this Agreement shall be as an independent contractor. The HSC-S Faculty will be acting in the course and scope of their employment, appointment or assignment for or on behalf of LSU, and shall not be entitled to receive or accept from OLPG any remuneration or other compensation whatsoever. It is expressly acknowledged and stipulated by LSU and OLPG that each HSC-S Faculty assigned in any capacity to OLPG pursuant to this Agreement is and shall be an employee solely of LSU and shall not for any purpose whatsoever, be or be considered an employee, representative or agent of OLPG. In all instances where LSU's employees (including direct, borrowed, special, or statutory employees) are performing the PSA Services or Other Services and covered by the Louisiana Workers' Compensation Act, La. R.S. 23:1021 et seq., the Parties agree that all PSA Services or Other Services performed by LSU and its employees pursuant to this Agreement are an integral part of OLPG's trade or business, and are an integral part of and essential to the ability of OLPG to generate OLPG's goods, products, and services. Furthermore, the Parties agree that, for the purposes of La. R.S. 23:1061(A)(3), LSU's employees are the statutory employees of OLPG. Irrespective of OLPG's status as the statutory employer or special employer (as defined in La. R.S. 23:1031(C)) of LSU's employees, LSU shall remain solely and primarily responsible for the payment of any Louisiana Workers' Compensation benefits to its employees, and LSU shall not be entitled to seek contribution for, and shall indemnify and hold harmless OLPG from and against, any such payments, and all such employees shall remain employees of LSU, not OLPG, for all other purposes, including the indemnity and insurance provisions of this Agreement.

C. OLPG Employees. Likewise, OLPG professionals or employees shall not be entitled to any employment benefits whatsoever from LSU including any pension, life insurance or any other compensation, welfare or benefit plan maintained by LSU. OLPG understands and agrees that: (i) OLPG employees will not be treated as LSU employees for federal tax purposes; (ii) LSU will not withhold on behalf of OLPG employees pursuant to this Agreement any sums for income, unemployment insurance, social security or any other withholding pursuant to any law or make available to OLPG or OLPG employees any of the benefits afforded to employees of LSU; and (ii) all of such payments, withholdings, and benefits, if any, are the sole responsibility of OLPG.

D. Medical Decisions. Nothing in this Agreement is intended nor shall be construed to allow OLPG to exercise control or direction over the medical decisions of the HSC-S Faculty performing professional services pursuant to this Agreement; provided, however, that any HSC-S Faculty who fail to comply with Hospital Policies (as defined in the PSA) shall be subject to

the terms and condition of the PSA and the corrective action in accordance with the Hospital's Medical Staff Bylaws.

E. Control of OLPG. Nothing in this Agreement is intended nor shall be construed to allow LSU to exercise control or direction over the manner or method in which OLPG or OLPG employees perform services under this Agreement, except as set forth herein.

F. Challenge by Government Agency. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship. In the event the Internal Revenue Service or any other governmental agency should question or challenge the status of LSU, OLPG or LSU or OLPG professionals, the Parties mutually agree that both LSU and OLPG shall have the right to timely notice from the other and to participate in any discussion or negotiation occurring with such agency or agencies, irrespective of whom or by whom such discussions or negotiations are initiated.

VIII. INSURANCE

A. Professional Liability Insurance. Each Party shall have professional liability coverage through the Office of Risk Management in accordance with the provisions of Louisiana Medical Malpractice Act (La. R.S. 40:1237.1, et seq., and La. R.S. 40:1235.1) or through a program of commercial or self-insurance. 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. The Parties shall also maintain or ensure the maintenance of comprehensive general liability insurance covering OLPG and HSC-S Faculty with minimum coverage of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000) in the aggregate.

IX. INDEMNIFICATION.

A. Indemnification by OLPG. OLPG hereby agrees to protect, defend, and indemnify LSU and HSC-S, and their affiliates and their respective officers, directors, members, managers, agents and employees (specifically including, without limitation, HSC-S Faculty) (collectively, "LSU 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 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 OLPG, or (b) a breach of its obligations hereunder.

B. Indemnification by LSU. LSU and HSC-S hereby agree to protect, defend, and indemnify OLPG and its affiliates and their respective officers, directors, managers, agents and employees (collectively, "OLPG Indemnitees") against, and hold the same harmless from any and all Losses which the OLPG Indemnitees may incur solely as a result of, or arising out of, directly or indirectly, (a) any wanton misconduct or negligent act or omission by LSU, HSC-S or their employees, or agents, or (b) a breach of its obligations hereunder.

C. Indemnification Notice. If any LSU Indemnitee or OLPG Indemnitee receives notice of a claim or event which it believes in good faith may result in a claim for indemnity

hereunder (a “Potentially Indemnified Claim”), the Party receiving notice of the Potentially Indemnified Claim and seeking indemnity (the “Indemnified Party”) shall give written notice of the Potentially Indemnified Claim to the Party from which the Indemnified Party is seeking indemnification (the “Indemnifying Party”). The Indemnified Party shall give written notice of the Potentially Indemnified Claim to the Indemnifying Party as promptly as possible, provided that any delay or failure of notice shall not relieve Indemnifying Party of the obligations within its scope of responsibility hereunder except to the extent such delay has materially prejudiced the Indemnifying Party.

D. Claims by Third Parties and Defenses. If the Potentially Indemnified Claim is brought against the Indemnified Party by a third party, the Indemnified Party may, but shall not be obligated to, tender the Potentially Indemnified Claim to the Indemnifying Party’s insurer or self-insurance fund for defense, and the Indemnifying Party’s insurer or self-insurance fund may, but shall not be obligated to, provide the Indemnified Party with a defense to such Potentially Indemnified Claim. For this purpose it is agreed and understood that, with respect to Potentially Indemnified Claims alleging professional liability, the insurer for OLPG and LSU/HSC-S is the State of Louisiana, Office of Risk Management. 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 IXD 1 - 1.a below.

1. 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:
 - a. 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.
 - b. 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.

2. 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.

X. RECORDS AND RECORDS RETENTION

A. Access to Records and Record Retention. LSU and OLPG shall retain this Agreement (including all amendments and agreements hereto) and any of their books, documents, and records that may serve to verify the costs of this Agreement for a period of ten (10) years after the services contemplated herein have been performed. All Parties agree to allow the Secretary of the Department of Health and Human Services and the Comptroller General access to the Agreement, books, documents, and records in the event that such access is requested in writing and is made in accordance with applicable federal regulations and requirements. Furthermore, LSU's auditors, LSU's compliance team, including the LSU Office of Internal Audit, 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 OLPG's regular business hours and at no expense to OLPG, the books and records of OLPG, in order to verify compliance with this Agreement.

B. Ownership of Records. Ownership of, and access to, the medical records (including billing records) relating to the PSA Services shall be in accordance with the PSA, provided that upon termination of this Agreement, all medical records belonging to OLPG shall become the property of LSU, and OLPG shall assure that HSC-S Faculty shall have continuous access to all such medical records so as to avoid any disruption in patient care.

XI. TERM

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

XII. TERMINATION.

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

1. If either Party (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 other 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 XII.A.2 does not address a failure to make payment as required by Section IV of this Agreement, which is addressed in Section XII.A.1, above, addressing Financial Default.

B. Termination Events. Either 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. Mutual Written Agreement. 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. 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.
4. Termination for Financial Default. In accordance with Section XII.A.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.

5. 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.
6. Termination of Collaborative. Upon termination of the ACCA, CEA or, unless otherwise agreed by the Parties, any other Collaborative Agreement (as defined in the ACCA), this Agreement shall automatically terminate.

C. Windup Activities. Upon termination hereof, LSU and OLPG's obligations to perform services 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 wind down process agreed to by LSU and OLHS-NL in the ACCA. Any payments earned through the date of termination shall remain due and owing notwithstanding the termination of this Agreement.

XIII. GENERAL PROVISIONS

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

B. 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.

C. 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.

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

E. 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.

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

G. 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.

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

If to LSU:

Louisiana State University
Health Sciences Center – Shreveport
1501 Kings Highway
Shreveport, LA 71103
Attention: Chancellor

With a copy to:

Louisiana State University
3810 W. Lakeshore Drive
Baton Rouge, LA 70808
Attn: General Counsel

If to OLPG:

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

With a copy to:

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

I. Authorized Representative. Except as may be herein more specifically provided, if approvals or authorizations are required hereunder, they shall be given on behalf of the OLPG by its Chief Executive Officer and on behalf of LSU by the Chancellor of LSU.

J. 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.

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

L. 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.

M. 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.

N. 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.

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

P. 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.

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

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

S. Multiple Counterparts. Provided all Parties execute an identical copy of this

Agreement, including Exhibits, the Parties acknowledge and agree that these multiple counterparts will be considered fully executed originals.

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

U. 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.

V. Approval. No liability or obligations will develop between the Parties until this Agreement has been approved by the required authorities of LSU and until approved by the Office of Contractual Review, Division of Administration and the Commissioner of Administration.

W. 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.

XIV. COMPLIANCE WITH FEDERAL AND STATE REGULATIONS

A. Confidentiality in General. Both LSU and OLPG shall comply with all applicable federal and state laws, rules, and regulations that pertain to patient/client confidentiality. LSU will also ensure the HSC-S Faculty comply with all confidentiality obligations set forth in the Collaborative Agreements (as defined in the ACCA), including maintaining the confidentiality of systems used by manager of the OLH Entities and used by administrator of OLPG, as those requirements are set forth in the Management Services Agreement and Administrative Services Agreement (as defined in the ACCA).

B. Health Insurance Portability and Accountability Act. LSU and OLPG each agree to comply and shall ensure their agents and employees comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA") and the requirements of any regulations promulgated thereunder, including, without limitation, the federal practice

regulations as contained in 45 CFR Part 164 (“Federal Privacy Regulations”) and the federal security standards as contained in 45 CFR Part 164 (“Federal Security Regulations”). The Parties shall not use or further disclose any protected health information as defined in 42 U.S.C. § 1320d (collectively “Protected Health Information Act”), concerning a patient other than as permitted by this Agreement and the requirements of HIPAA or regulations promulgated under HIPAA, including without limitation, the Federal Privacy Regulations and the Federal Security Regulations. The Parties will implement appropriate safeguards to prevent the use or disclosure of a patient’s Protected Health Information other than as permitted under HIPAA. The Parties will make their internal practices, books, and records relating to the use and disclosure of a patient’s Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations and the Federal Security Regulations.

C. 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. The Parties also agree to abide by the requirements of the Americans with Disabilities Act of 1990. The 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.

D. Compliance with Federal Law. Both Parties and their respective officers, directors, employees and agents (including, as to LSU, the HSC-S Faculty) shall comply with the applicable provisions of the Federal Criminal False Claims Act (18 U.S.C. § 287 et seq.), the Federal Civil False Claims Act (31 U.S.C. § 3729 et seq.), the Federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Federal Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a), the Federal Physician Self-Referral Law (42 U.S.C. § 1395rm) (“Stark II”), the Louisiana Medical Assistance Programs Integrity Law (La. R.S. 46:437.1 et seq.) and other applicable Federal and Louisiana statutes and regulations relating to health care.

E. Certain Lobbying and Political Activities Prohibited. OLPG shall not use any funds paid to or received by OLPG pursuant to this Agreement for services rendered to urge any elector to vote for or against any candidate or proposition on an election ballot, or to use such funds to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on an election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority.

F. Use of Premises by HSC-S Faculty. LSU shall not use or permit HSC-S Faculty to use any part of the premises of OLPG or the OLH facilities where services may be provided under this Agreement for any purpose other than those related to the performance of PSA Services hereunder, unless otherwise mutually agreed to by the Parties in writing.

G. Payment of Taxes. OLPG accepts the responsibility for payment of all state, federal and local taxes due from the funds received by it under this Agreement under Tax ID Number [to be inserted]. LSU accepts the responsibility for payment of all state, federal or local taxes due from the funds received by it under this Agreement under Tax ID Number 36-4774713.

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

The Parties hereby execute this Agreement effective as provided for herein.

**LSU HEALTH SCIENCES CENTER-
SHREVEPORT FACULTY GROUP
PRACTICE D/B/A OCHSNER LSU
PHYSICIAN GROUP**

By: _____
Charles Fox, M.D.
President

Date: _____

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

By: _____
G.E. Ghali, M.D., DDS
Chancellor
Louisiana State University
Health Sciences Center – Shreveport

Date: _____

Exhibit A

HSC-S Faculty Payments

The HSC-S Faculty Payments shall be paid by OLPG to LSU as follows:

1. Startup Period. Subject to LSU's compliance with the terms and conditions of this Agreement, during the Startup Period (as defined in the PSA), OLPG shall pay LSU for making HSC-S Faculty available to provide the PSA Services One Hundred Percent (100%) of OLPG's Collections ("Startup Period Payments"), provided that in no event, regardless of the amount of OLPG's Collections, shall the annual Startup Period Payments be (i) less than than Twenty Two Million Dollars (\$22,000,000.00) ("Base Payment") unless a negative adjustment under the PSA has occurred that is more than an "Immaterial Amount" (as such term is defined in the PSA) has occurred, nor (ii) more than Ninety-Two Million Dollars (\$92,000,000.00) ("Cap Payment") unless a positive adjustment under the PSA has occurred that is more than an Immaterial Amount. For this purpose, (w) OLPG's "Collections" shall be OLPG's total revenue under the PSA attributable to payments from the Hospitals plus Net Third Party Collections, (x) an "Immaterial Amount" has the same meaning as is ascribed to such term in the PSA, (y) "Net Third Party Collections" means the amount the OLPG collects from patients, third-party payers, and healthcare providers other than the Hospitals for Other Services minus the amount paid by OLPG to Administrator for providing the Administrative Services as set forth in Section **[5]** of the Administrative Support Agreement. Any adjustments to the Startup Period Payments due to a negative or positive adjustment that is more than an Immaterial Amount will be made to the Base Payment in proportion to the negative or positive adjustment, as applicable. Any adjustment to the Base Payment or the Cap Payment shall be expressly agreed to in writing by the Parties.

- a. During the Startup Period, OLPG shall pay LSU the Startup Period Payments monthly in the amount of Seven Million, Six Hundred Sixty Six Thousand and Six Hundred Sixty Seven Dollars (\$7,666,667.00), subject to reconciliation as provided in paragraph (b) below ("Target Monthly Payment").
- b. OLPG's Net Third Party Collections shall be calculated quarterly. To the extent the Net Third Party Collections for the quarter exceed Seventeen Million, Five Hundred Thousand Dollars (\$17,500,000.00) ("Benchmark Collections"), no adjustment to the Startup Period Payments will be made. To the extent the Net Third Party Payment Collections for the quarter are less than the Benchmark Collections, however, the Target Monthly Payments for the next quarter will be reduced by one-third (1/3) of the shortfall between the Benchmark Collections and actual Net Third Party Collections; provided, however, that in the event OLPG's Net Third Party Collections for any subsequent quarter during the Startup Period exceed the Benchmark Collections, OLPG shall use the full amount by which the Net Third Party Collections exceed the Benchmark Collections to reimburse any deficit between the Target Monthly Payments and the amount paid to HSC-S for any prior month.

- c. To the extent OLPG's annual Net Third Party Collections exceed Seventy Million Dollars (\$70,000,000.00) during the Startup Period, such excess shall be paid to LSU only upon written agreement of the Parties.

2. Subsequent Period. Beginning on the second anniversary of the Effective Date, OLPG shall compensate LSU consistent with the "Program Budget" and "True-up/Settlement Process" as those terms are defined and described in Article Five of the PSA ("Subsequent Period Payments") and as agreed upon between OLPG and LSUHSC-S on an annual basis.

The Parties hereby acknowledge and agree that the compensation arrangements set forth in this Agreement were negotiated at arms' length and provide for fair market value compensation to LSU for provision of the PSA Services and other rights and benefits provided under this Agreement including, without limitation, LSU's assignment to OLPG of all billing and collection for the Other Services.

EXHIBIT B
HSC-S Faculty 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	
Oral/Maxillofacial Surgery	6
Urology	4
TOTAL	306.00

Advanced Practice Providers FTE

Department	FTE
Medicine/Family Medicine	4.00
Medicine/Family Medicine - Psychology	3.00
Neurology	1.00
Neurosurgery	3.00
Orthopedic Surgery	2.00
Pediatrics	1.00
Psychiatry	2.00
Surgery	1.00

HSC-S Faculty - OLH Monroe Physician FTE

Clinical Department/Section	Current FTE
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Department	Specialty	FTE
Anesthesiology		2.00
Emergency Medicine		3.00
Family Medicine		8.25
Medicine	Cardiology	1.00
Medicine	Hematology/Me	1.00
Medicine	Internal Medicin	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
Physician Total		37.65

Advanced Practice Providers FTE

Department	FTE
Anesthesiology - CRNA	6.00
Medicine/Family Medicine	6.00
OBGYN	2.00
Pediatrics	1.00

Clinical Department/Section	Current FTE
Orthopedic Surgery	1.00