

CLINICAL SERVICES AGREEMENT

THIS CLINICAL SERVICES AGREEMENT (this "*Agreement*") is made and entered into as of April 15, 2013 (the "*Effective Date*"), by and between Our Lady of the Lake Hospital, Inc. ("*Operator*"), a Louisiana nonprofit corporation, and The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("*Contractor*"), a public constitutional corporation organized under the laws of the State of Louisiana, on behalf of its Health Care Services Division. Operator and Contractor may also be collectively hereinafter referred to as the "*Parties*", each a "*Party*".

RECITALS:

WHEREAS, prior to the Effective Date, Contractor operated the state hospital located in Baton Rouge, Louisiana, known as Earl K. Long Medical Center ("*EKLMC*"), with the public purpose of providing efficient and effective health care to the community;

WHEREAS, the availability of the Clinical Services (as defined below) to be provided pursuant to this Agreement are critical to the health and welfare of the community;

WHEREAS, pursuant to that certain Cooperative Endeavor Agreement (the "*CEA*") executed effective February 5, 2010, as amended effective as of April 10, 2013, by and between Operator, Contractor, the State of Louisiana (through its Division of Administration) and the Louisiana Department of Health and Hospitals, on the Effective Date and thereafter during the term of the CEA, Operator shall provide inpatient and outpatient and other services previously provided by EKLMC through: (i) Our Lady of the Lake Regional Medical Center; (ii) the South Baton Rouge Clinic at Leo S. Butler Community Center; (iii) the Mid City Clinic; (iv) the North Baton Rouge Clinic; and (v) the LSU Surgical Facility ((i)-(v) collectively referred to as the "*Hospital*") under the terms and conditions set forth in the CEA and any ancillary documents contemplated therein;

WHEREAS, Contractor employs or otherwise contracts with certain health care providers, including, but not limited to, physicians, physician assistants, nurse practitioners, and certified registered nurse anesthetists, duly licensed and qualified in the State of Louisiana;

WHEREAS, Contractor desires to provide the health care providers identified on Exhibit A (the "*Health Care Providers*") to Operator for coverage and delivery of patient care to patients of the Hospital as further described on Exhibit B (the "*Clinical Services*"), all in accordance with the terms and conditions hereof;

WHEREAS, this Agreement is desired by the Parties in order to provide Operator with necessary Clinical Services for coverage and delivery of efficient and effective patient care to patients; and

WHEREAS, except as may be herein more specifically provided, the Parties agree that the terms and conditions of the CEA are incorporated herein and made part hereof by reference and shall supersede any conflicting or contrary term or provision of this Agreement;

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. **DEFINITIONS.** Capitalized terms in this Agreement, not defined elsewhere in this Agreement, shall have the following meanings:

a. Clinical Services. The term "*Clinical Services*" shall mean the services generally described on Exhibit B, which is attached hereto and incorporated herein by reference.

b. Hospital Policies. The term "*Hospital Policies*" shall mean and include the Bylaws and policies and procedures of Operator and/or the Hospital, the Bylaws and rules and regulations of the Medical Staff, the Ethical and Religious Directives (as defined in the CEA) and other policies, practices and procedures of Operator all as are from time to time adopted, authorized and approved.

c. Medical Staff. The term "*Medical Staff*" shall mean the organized medical staff of the Hospital or any duly constituted subdivision thereof.

2. **CONTRACTOR'S OBLIGATIONS.**

a. Clinical Services. During the Term of this Agreement, Contractor shall provide the Health Care Providers identified on Exhibit A to perform the Clinical Services described on Exhibit B at locations as are agreed to in writing by Operator and Contractor. Contractor shall also provide Health Care Providers to supervise the operation and provision of such Clinical Services in accordance with Contractor's obligations hereunder. Should any Health Care Provider cease providing or become unavailable to provide Clinical Services (including, but not limited to, a revocation of Staff Privileges), the Parties shall collaborate using reasonable efforts to recruit a mutually agreeable equivalent replacement or substitute Health Care Provider. Exhibit A shall be amended to reflect any additions, substitutions, deletions or other changes in Health Care Providers, and Exhibit B shall be amended to reflect any corresponding changes to the scope of the Clinical Services to be provided under this Agreement due to any such addition, substitution, deletion or other change in Health Care Providers.

b. Scheduling. All scheduling decisions regarding the Clinical Services shall be made by collaboration between the Contractor's Director of Provider Services, or his or her designee (the "*Contractor's Representative*") and the Operator's Administrator, or his or her designee (the "*Operator's Representative*"), as more fully provided in Exhibit B. Coordination of the responsibilities of the Health Care Providers at the Hospital will be provided by Contractor's Representative. The Contractor's Representative and Operator's Representative shall meet, as is reasonable, to (i) discuss scheduling; (ii) answer questions and address problems that arise regarding scheduling; and (iii) coordinate the Clinical Services of the Health Care Providers.

c. Applicable Standards. Contractor and the Health Care Providers shall at all times render the Clinical Services to patients in a competent, professional and ethical manner in accordance with the prevailing standards of health care practice and in material compliance with all applicable statutes, regulations, rules, orders, and directives of any and all applicable governmental and regulatory bodies having competent jurisdiction, and the execution of the Clinical Services shall serve the best interest of the patients. Furthermore, Contractor and the Health Care Providers agree to treat in a nondiscriminatory manner any and all patients receiving medical benefits or assistance under any federal health care program. In addition, each Health Care Provider shall perform all of his/her Clinical Services in accordance with all Hospital Policies and Medical Staff bylaws, policies, procedures, rules and regulations, including, without limitation, those relating to timely completion of medical records.

d. Use of Premises. Contractor covenants not to use, or permit any Health Care Provider to use, any part of the premises of the Hospital for any purpose other than those purposes related to the performance of the Clinical Services required hereunder, unless otherwise mutually agreed to by the Parties in writing.

e. Payment Programs with Third Parties. Contractor recognizes that Operator is a participant in various third-party payment programs in which participation is essential to the financial viability of the Hospital. Therefore, in connection with the subject matter of this Agreement, Contractor agrees to cooperate fully with Operator and provide assistance to Operator in the development of relationships with managed care plans and medical insurers and to ensure that Operator will be able to meet all requirements for participation and payment associated with such third-party payment programs. Contractor shall, and shall cause all Health Care Providers to, participate in any third-party payment programs in which Operator participates.

f. Medical Records. Contractor, in accordance with Hospital Policies, shall cause Health Care Providers to prepare and promptly file with the appropriate staff member of the Hospital, reports of all examinations, procedures, and other procedures performed in the Hospital and shall maintain an accurate, legible and complete file within the Hospital of all such reports and supporting documents in order to, among other matters, document the medical necessity of the Clinical Services provided and to support the proper coding of claims. The ownership and right of control of all reports, records and supporting documents prepared in connection with the Clinical Services shall vest exclusively in Operator and shall not be removed or transferred from Operator or the Hospital except in accordance with applicable state and federal laws and regulations, Hospital Policies, and/or the terms of this Agreement; provided, however, that Contractor and/or the Health Care Providers shall have the right to access, inspect or obtain copies of such reports, records and supporting documents upon reasonable request, subject to the requirements and restrictions of all applicable laws. Furthermore, in the event Contractor is determined to be a subcontractor under the applicable provisions of the Social Security Act, including Section 1861(v)(1)(I) of the Social Security Act and related regulations, Contractor will, until the expiration of four (4) years after the furnishing of Clinical Services, make available upon the request of federal officials or their representatives, this Agreement and Contractor's books, documents and records as may be necessary to certify the nature and extent of the cost incurred by Operator and the Clinical Services provided pursuant to this Agreement. This requirement shall adopt and incorporate by reference the applicable provisions of the Social Security Act with respect to the availability of all such subcontractor books and records.

g. Required Disclosures. Contractor shall notify Operator, in writing, within seven (7) days after obtaining knowledge that any of the following events has occurred:

- i. Any Health Care Provider's license to practice in the State or any other jurisdiction lapses or is denied, suspended, revoked, terminated, relinquished or made subject to terms of probation or other restriction;
- ii. Any Health Care Provider's Medical Staff membership and/or privileges at any health care facility are denied, suspended, revoked, terminated, relinquished (under threat of disciplinary action), or made subject to terms of probation or other restriction;

- iii. Any Health Care Provider has at any time been excluded from participation in any federally funded health care program including, without limitation, Medicare and Medicaid;
- iv. Contractor or any Health Care Provider is required to pay damages in any malpractice action by way of judgment or settlement;
- v. Contractor or any Health Care Provider becomes the subject of an investigatory, disciplinary, or other proceeding before any governmental, professional, licensing board, medical staff, or peer review body; or
- vi. Contractor's or any Health Care Provider's conviction of a criminal offense related to health care or Contractor's or any Health Care Provider's listing by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation.

3. QUALIFICATIONS AND OBLIGATIONS OF THE HEALTH CARE PROVIDERS.

a. Qualifications of the Health Care Providers. The Clinical Services to be rendered hereunder shall be performed by such qualified Health Care Providers as may be employed by or under contract with Contractor. All Health Care Providers must satisfy the requirements and qualifications for "LSU Personnel", to the extent applicable to each Health Care Provider, as set forth in the CEA.

b. Medical Staff Privileges. The right to grant privileges to any Health Care Provider as Medical Staff shall remain with Operator. Health Care Providers presented by Contractor to Operator shall be granted Medical Staff privileges ("**Staff Privileges**") at the Hospital in accordance with the Hospital Policies, except that neither Contractor nor any Health Care Provider shall be responsible for any fees charged by Operator, the Hospital or the Medical Staff in conjunction with applying for or maintaining Staff Privileges. Contractor shall require all Health Care Providers to complete Operator's standard application documents including, without limitation, standard waivers and releases. Subject to the requirements of qualifying for Staff Privileges, Operator shall grant Staff Privileges to qualified Health Care Providers identified by Contractor, shall not unreasonably withhold the granting of Staff Privileges to qualified Health Care Providers, and shall process all applications for Staff Privileges in the same manner as it processes applications for other providers. Health Care Providers granted Staff Privileges shall receive the rights and privileges, and be subject to the responsibilities of membership on the Medical Staff; provided however, the Health Care Providers shall: (i) be subject to removal from the Medical Staff pursuant to Section 3(c) below; and (ii) lose any Medical Staff membership automatically when such Health Care Provider is no longer authorized by Contractor to serve hereunder.

c. Dispute Resolution. Operator agrees to advise Contractor promptly of any questions which arise concerning the professional qualifications, clinical performance or interpersonal problems associated with any Health Care Provider. Contractor agrees to use its best efforts to attempt to resolve any such questions promptly to the satisfaction of Operator including, without limitation, meeting and/or counseling with the Health Care Provider. If Contractor is unable to resolve such question to the satisfaction of Operator, such Health Care Provider shall be subject to removal pursuant to the process in Section 5.18 of the CEA. In such cases, Contractor shall send

notice to the Health Care Provider revoking their authorization to provide Clinical Services under this Agreement, and, in accordance with Section 2(a) of this Agreement, the Parties shall collaborate using reasonable efforts to recruit a mutually agreeable equivalent replacement or substitute Health Care Provider. In the event that no mutually agreeable equivalent replacement or substitute Health Care Provider can be recruited, for any reason whatsoever, **Exhibit B** shall be amended to reflect the change in the scope of the Clinical Services to be provided under this Agreement and **Exhibit C** shall be amended to reflect any corresponding changes in compensation due to Contractor hereunder.

d. Obligations of the Health Care Providers.

- i. *Cooperation with Risk Management and Quality Initiatives.* Contractor shall require that the Health Care Providers participate in Operator's quality assurance, risk management, patient safety, and cost management programs, as reasonably requested by Operator and only as said Health Care Provider may be otherwise available. Contractor covenants that, at all times hereunder, prompt and impartial medical diagnosis and treatment shall be given to all patients under the care of the Health Care Providers.
- ii. *Marketing.* The Health Care Providers shall participate in Operator sponsored events intended to improve awareness of the Hospital's comprehensive services or to create community awareness about the Hospital's services, as reasonably requested by Operator and only as said Health Care Provider may be otherwise available. Operator will be responsible for marketing the appropriate aspects of the Clinical Services.
- iii. *Continuing Education.* The Health Care Providers shall fulfill continuing education requirements and also additional training as required with respect to new procedures, techniques and treatments related to their field of practice.
- iv. *Medical Staff Participation.* As reasonably requested by Operator and only as said Health Care Provider is otherwise available: (i) the Health Care Providers shall participate in the development of Hospital Policies, specifically Medical Staff policies and procedures that impact their field of practice; and (ii) the Health Care Providers shall actively participate, as available, in Medical Staff activities by attending meetings, attending Medical Staff functions, and serving on appropriate committees.

4. OPERATOR'S OBLIGATIONS.

a. Policies and Procedures. Operator agrees to make available to Contractor, as well as the Health Care Providers, copies of the Hospital Policies. Operator agrees to notify Contractor, in a timely manner, of any proposed, anticipated or actual changes to the Hospital Policies in the same manner it notifies its employees of such changes.

b. Support Provided by Operator. Operator shall make the following available to Contractor and the Health Care Provider at the Hospital's sole cost and expense and in such quality to facilitate the efficient and effective provision of the Clinical Services.

- i. *Office Space.* Operator shall provide sufficient office space equipped with desks, chairs, telephone and facsimile machine, allowance for cell phones, answering service, necessary subscriptions, computers, printers, supplies, equipment and materials for copying medical charts and processing medical charts and records necessary for providing the Clinical Services at the Hospital, all to the satisfaction of Contractor.
- ii. *Clinical Personnel.* Operator shall provide qualified clinical personnel to assist the Health Care Providers in providing the Clinical Services at the Hospital as determined reasonably necessary by the Operator.
- iii. *Office Personnel.* Operator shall provide qualified office personnel to assist the Health Care Providers in providing the Clinical Services at the Hospital as determine reasonably necessary by Operator.
- iv. *Equipment.* Operator shall supply equipment for use by Health Care Providers to provide the Clinical Services at the Hospital as determined reasonably necessary by Operator.
- v. *Monthly Call List.* The Operator's Representative shall prepare and publish monthly a call list of Medical Staff health care providers with Staff Privileges who will be available to provide consultation and follow-up care to patients of the Health Care Providers.
- vi. *Medical Records.* Operator shall provide medical record support to Health Care Providers in a manner consistent with the medical record support provided to other health care providers of Hospital.

c. Participation in Medicaid. Operator shall participate in Medicaid programs, in accordance with the CEA.

5. MUTUAL COVENANTS.

a. Use of Names. Operator shall not use Contractor's name or logo, or the name or logo of any of Contractor's affiliates, in print except in accordance with a license agreement between Operator and Contractor or upon written approval of the Contractor Representative. Contractor shall not use Operator's name or logo, or the name or logo of any of Operator's affiliates, in print without the prior written approval of the Operator Representative. Notwithstanding the foregoing, the Parties may make use of each other's names and logos in a joint public announcement of their affiliation. Notwithstanding the foregoing, any Operator employee or representative may disclose to a patient of the Hospital that the patient will be seen by or treated by a Health Care Provider who is providing Clinical Services as an independent contractor, and Operator or Contractor may at any time disclose its affiliation with the other for informational purposes.

b. Access to Records and Record Retention. Contractor and Operator 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 four (4) years after the provision of any Clinical 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 Clinical Services in the event that such access is requested in writing and is made in accordance with applicable federal regulations. Furthermore, Contractor'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 Operator's regular business hours and at no expense to Operator, the books and records of Operator and the Hospital.

c. Cooperation in Litigation. Each Party shall provide information and testimony and otherwise assist the other Party in defending against litigation brought against a Party, its directors, officers or employees based upon a claim of negligence, malpractice or any other cause of action, arising under this Agreement, except when the other Party is a named adverse party.

d. Civil Rights. Contractor and Operator shall abide by the requirements of the following, as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the requirements of the Americans with Disabilities Act of 1990. Contractor and Operator agree not to discriminate in their employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

e. Compliance with HIPAA. Each Party agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d (“*HIPAA*”) 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 Privacy Regulations*”), 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, all collectively referred to herein as “*HIPAA Requirements*”, to the extent applicable. Each Party agrees 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 the HIPAA Requirements and the terms of this Agreement. To the extent applicable under HIPAA, each Party 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 the Federal Privacy Regulations.

6. COMPENSATION.

a. Payment to Contractor. The Parties agree to the compensation terms and provisions set forth on Exhibit C with respect to the Clinical Services, attached hereto and incorporated herein by reference in its entirety. Contractor shall submit monthly invoices to Operator, and Operator shall pay the amounts due within ten (10) days of receipt of such invoices.

b. Submission of Timesheets. Contractor shall cause the Health Care Providers to complete and submit timesheets or other documentation of time as reasonably requested by Operator setting forth with particularity the date, time, and duration of the Clinical Services provided under this Agreement.

c. Assignment of Billing. All income and fees that the Health Care Providers earn or generate from the provision of Clinical Services during the term of this Agreement shall belong to Operator. Contractor, on its behalf and on behalf of the Health Care Providers, does hereby assign to Operator all of its right to bill and collect for the Clinical Services rendered pursuant to this Agreement. Contractor agrees to cause the Health Care Providers to execute any additional documents required by Operator in order to effectuate such assignment of billing and collections rights to Operator. In no event shall Contractor or the Health Care Providers bill to or collect for its own account from any patient, governmental health program, managed care program, insurer, employer, other third party payor, or any other person or entity, any amount for any Clinical Services provided pursuant to this Agreement. If Contractor receives any payments from any party other than Operator for any items or services provided by Contractor or the Health Care Providers under this Agreement, Contractor shall, immediately upon receipt, remit to Operator or its agent any and all such payments. Contractor agrees to cooperate with and cause the Health Care Providers to cooperate with Operator in providing information necessary for the prompt and accurate billing of the Clinical Services.

7. **TERM.** This Agreement shall be effective as of the Effective Date and shall continue in full force and effect for an initial term of twelve (12) months, which term shall automatically renew for successive twelve (12) month intervals on a year-by-year basis until the earlier of: (a) the termination of the CEA; or (b) the termination of this Agreement pursuant to Section 8 below.

8. **TERMINATION.**

a. Termination by Mutual Consent or Without Cause. This Agreement may be terminated by the mutual, written consent of the Parties. Further, either Party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other Party.

b. Termination for Breach. Except as more specifically set forth below, either Party may terminate this Agreement upon breach by the other Party of any material provision of this Agreement, provided such material breach continues for thirty (30) days after receipt by the breaching Party of written notice of such breach from the non-breaching Party without the breaching Party commencing a cure of said breach within the thirty (30) day period and diligently prosecuting said cure (even if the cure is not complete within such thirty [30] day period).

c. Termination of Clinical Services by Operator for Cause. Operator may terminate its obligations under this Agreement. if Contractor fails to maintain the insurance required under this Agreement.

d. Termination by Contractor for Cause. Contractor may terminate this Agreement immediately by written notice to Operator upon the occurrence of any of the following events: (i) failure by Operator to maintain the insurance required under this Agreement; and/or (ii) Operator's conviction of a criminal offense related to health care, or Operator's listing by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation.

e. Termination for Changes in Law. Should any law, regulation or procedure of the government or any governmental agency, or the Parties reasonable interpretation thereof, require a change which materially affects the ability of a Party to satisfy any provision of this Agreement, the Parties shall renegotiate, in good faith, the affected provision so that such provision can be satisfied in accordance with such law, regulation or procedure, and the Parties agree to add an

addendum to this Agreement bringing the Agreement into compliance with such law. If the Parties are unable, within ninety (90) days, to agree on an acceptable change to the affected provision, the provision shall be severed in accordance with Section 11(j) below. If such severance materially affects the administration of this Agreement, either Party may terminate this Agreement upon no less than thirty (30) days' prior written notice to the other Party.

f. Effect of Termination. As of the effective date of termination of this Agreement, neither Party shall have any further rights or obligations hereunder except:

- i. as otherwise provided herein;
- ii. for rights and obligations accruing prior to such effective date of termination; or
- iii. arising as a result of any breach of this Agreement.

9. STATUS OF CONTRACTOR AND HEALTH CARE PROVIDERS.

a. Independent Contractor. The Clinical Services provided by Contractor pursuant to this Agreement shall be as an independent contractor. In providing the Clinical Services to Operator, the Health Care Providers will be acting in the course and scope of their employment, appointment, or assignment for, or on behalf of, Contractor and shall not be entitled to receive or accept from Operator any remuneration or other compensation whatsoever for the Clinical Services. It is expressly acknowledged and stipulated by the Parties that each Health Care Provider providing Clinical Services to Operator is and shall be an employee or contractor solely of Contractor and shall not, for any purpose whatsoever, be or be considered an employee, representative, or agent of Operator.

b. No Employer/Employee Relationship. Nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to create an employer/employee relationship or a joint venture relationship between the Parties or to allow Operator to exercise control or direction over the manner or method in which Contractor or the Health Care Providers perform the Clinical Services. The provisions set forth in this Section 9 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

c. Incurring Liabilities. Neither Party shall have the authority to bind the other Party under any contract or agreement or incur any debts or other obligations on behalf of the other Party.

d. Statutory Employer. Notwithstanding the foregoing, and to the extent allowed by law, for purposes of the Louisiana Workers' Compensation Law, LA R.S. 23:1021 *et seq.*, Operator and Contractor agree that the Clinical Services performed by Contractor and the Health Care Providers are an integral part of and are essential to the ability of Operator to generate Operator's goods, products and/or services, and that the Clinical Services of Contractor and/or the Health Care Providers shall be considered part of Operator's trade, business, and occupation, for purposes of LA R.S. 23:1061(a)(1). Furthermore, Operator and Contractor agree that Operator is the principal or statutory employer of the Health Care Providers for purposes of LA R.S. 23:1061(a) only. Irrespective of Operator's status either as the statutory employer or as the special employer (as defined in LA R.S. 23:1031(C)) of the Health Care Providers, and regardless of any other relationship or alleged relationship between Operator and the Health Care Providers, Contractor

shall be and remain at all times primarily responsible for the payment of Louisiana Workers' Compensation benefits to its employees, and neither Contractor nor its underwriters shall be entitled to seek contribution for any such payments from Operator.

- e. Tax Treatment. Contractor understands and agrees that:
 - i. Contractor and the Health Care Providers will not be treated as employees of Operator for federal tax purposes;
 - ii. Operator will not withhold on behalf of Contractor or the Health Care Providers any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law, or make available to Contractor or the Health Care Providers any of the benefits afforded to employees of the Operator; and
 - iii. All such payments, withholdings, and benefits, if any, are the sole responsibility of Contractor.

In the event that the Internal Revenue Service or any other governmental agency should question or challenge the status of Contractor or the Health Care Providers, the Parties hereto mutually agree that both Contractor and Operator shall have the right 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.

10. INSURANCE AND INDEMNIFICATION.

a. Contractor's Insurance Obligations. Contractor agrees to furnish Operator, upon request, a Certificate of Insurance providing evidence that Contractor is covered for worker's compensation and general liability under the plan administered by the Louisiana State Office of Risk Management. Contractor warrants that Contractor and the Health Care Providers are provided professional liability coverage in accordance with the provisions of Louisiana Revised Statutes 40:1299.39, *et seq.*, for the Clinical Services. With respect to liability arising out of medical malpractice, the obligation of Contractor shall not exceed the amount payable by the State Health Care Provider Fund pursuant to the provisions of Louisiana Revised Statutes 40:1299.39, *et seq.*

b. Operator's Insurance Obligations. During the term of this Agreement, Operator shall maintain the insurance coverage required by the CEA.

c. Contractor's Indemnity Obligations. Contractor hereby agrees to defend, indemnify and hold harmless Operator, its members, directors, managers, officers, representatives, agents, and employees (collectively, "***Operator Indemnified Parties***", which shall specifically exclude any Health Care Providers) from any claim, suit or loss (including, without limitation, any court costs and reasonable attorneys' fees), sustained by any Operator Indemnified Party for any asserted injury to, or death of, any person to the extent that it results from or is caused by the asserted negligence, error or omission of Contractor or any of its members, directors, managers, officers, representatives, agents, and employees (specifically excluding any employee, agent or health care provider of Operator) that is not covered by Operator's insurance policies or self-insured plans as required hereunder. Contractor shall not indemnify or defend Operator or hold Operator harmless against any claim, suit or loss to the extent such claim, suit or loss is covered by Operator's insurance or is caused by Operator or Operator Indemnified Parties.

d. Operator's Indemnity Obligations. Operator hereby agrees to defend, indemnify and hold harmless Contractor, its members, directors, managers, officers, representatives, agents, and employees (collectively, "*Contractor Indemnified Parties*") from any claim, suit or loss (including, without limitation, any court costs and reasonable attorneys' fees) sustained by any Contractor Indemnified Party for any asserted injury to, or death of, any person to the extent that it results from or is caused by the asserted negligence, error or omission of Operator or any of its members, directors, managers, officers, representatives, agents, and employees (specifically excluding any employee, agent or Health Care Provider of Contractor) that is not covered by Contractor's insurance policies or self-insured plans as required hereunder. Operator shall not indemnify or defend Contractor or hold Contractor harmless against any claim, suit or loss to the extent such claim, suit or loss is covered by Contractor's insurance or is caused by Contractor, Contractor Indemnified Parties or any Health Care Provider.

e. Mutual Indemnity. Notwithstanding any other provision in this Agreement, each Party shall comply with, and shall hold harmless, indemnify, protect, and defend the other (and their respective Indemnified Parties) from and against such Party's intentional violation of any applicable provisions of federal, state and/or local statutes, rules and regulations, including, without limitation, HIPAA, COBRA, the fraud and abuse and anti-kickback statutes.

f. Survival. The indemnity obligations of the Parties under this Agreement, including, but not limited to, those obligations set forth in this Section 10, shall survive the termination of this Agreement for a period of time equal to the prescriptive period for any claim, suit or loss which is indemnifiable under this Agreement.

g. Overpayments. Notwithstanding the provisions of this Section 10, each Party shall be responsible for refunding any excess amounts or overpayments which that Party receives or received from third-party payers.

11. GENERAL PROVISIONS.

a. Nonexclusivity. The Clinical Services are provided to Operator on a nonexclusive basis, and this Agreement in no way shall be construed to limit or impede Contractor's right to provide similar or related services to any other person or entity or Operator's right to purchase or otherwise acquire similar or related services from any other person or entity.

b. Entire Agreement; Modification. This Agreement and the Exhibits attached hereto, all as amended, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. Notwithstanding the foregoing, the Parties acknowledge that in the event that any provisions of this Agreement conflict with the provisions of the CEA, the provisions of the CEA shall govern. This Agreement may not be amended or modified except by mutual written agreement.

c. Incorporation of Recitals and Exhibits. The Parties agree and acknowledge that the foregoing recitals are true and correct, are incorporated herein by reference and are made a part hereof in their entirety. The Parties agree and acknowledge that the Exhibits attached hereto are incorporated herein by reference and are made a part hereof in their entirety.

d. Governing Law and Venue. This Agreement has been executed and delivered in and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Louisiana. All duties and obligations of the Parties created hereunder are performable in Louisiana, and East Baton Rouge Parish, Louisiana, shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding between the Parties that may be brought or arise out of or in connection with or by reason of this Agreement. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

e. Counterparts. This Agreement and any amendments hereto shall be in writing and may be executed in multiple copies by Operator and Contractor. Each multiple executed copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

f. Enforcement. In the event either Party resorts to legal action to enforce the terms and provisions of this Agreement, the party prevailing in such action shall be entitled to recover the cost of such action so incurred, including, without limitation, reasonable attorneys' fees.

g. Authority. Each Party represents and warrants that it has the right, authority and power to enter into this Agreement. Each individual who has executed this Agreement is of the full age of majority, is competent, and has the authority to execute this Agreement on behalf of the entity which he/she represents.

h. Gender and Number. Whenever the context herein requires, the gender of all words shall include the masculine, feminine, and neuter and the number of all words the singular and plural.

i. Additional Assurances. The provisions of this Agreement shall be self-operative and shall not require further Agreement by the Parties except as may be herein specifically provided to the contrary.

j. Severability. The invalidity or unenforceability of any terms or provisions hereof shall in no way affect the validity or enforcement of any other term or provision.

k. Notices. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or three (3) days after being deposited in the United States mail, postage prepaid, or one (1) day after being deposited with the overnight courier, addressed as follows:

If to Operator:

Our Lady of the Lake Hospital, Inc.
777 Hennessy Blvd., Suite 6002
Baton Rouge, Louisiana 70808
Attn: Chief Executive Officer

If to Contractor:

Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808
Attn: Executive Vice President for Health Care

with a copy to:

Franciscan Missionaries of Our Lady
Attn: General Counsel
4200 Essen Lane
Baton Rouge, Louisiana 70810

with a copy to:

LSU System Office
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808
Attn: Vice President of Health Affairs

with a copy to:

LSU Health Care Services Division
5429 Airline Highway
Baton Rouge, Louisiana 70805
Attn: Chief Executive Officer

with a copy to:

Taylor, Porter, Brooks & Phillips, L.L.P.
Attn: Jon N. "Blue" Loupe
451 Florida St., 8th Floor
Baton Rouge, Louisiana 70801

or to such other persons or places as either Party may from time to time designate by written notice pursuant to this Section 11(k).

l. Waiver. A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. To be effective, a waiver of any provision of this Agreement must be in writing and executed by the Party granting the waiver.

m. Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

n. Assignment; Binding Effect. Contractor shall not assign any interest in this Agreement without the prior written consent of Operator which consent shall not be unreasonably withheld or delayed; provided, however, that claims for money due or to become due to Contractor from Operator under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment shall be furnished promptly to Operator. Operator shall not assign any interest in this Agreement without the prior written consent of Contractor which consent shall not be unreasonably withheld or delayed; provided that Operator shall be entitled to assign this Agreement to any entity it controls or is under common control with. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, representatives, successors and permitted assigns.

o. 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.

p. Referrals. The Parties acknowledge that none of the benefits granted Contractor or any Health Care Provider hereunder are conditioned on any requirement that Contractor or any Health Care Provider make referrals to, be in a position to make or influence referrals to, or otherwise generate business for, Operator or the Hospital. The Parties further

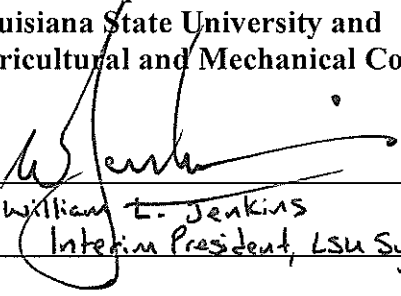
acknowledge that no Health Care Provider is restricted from establishing staff privileges at, referring any patient to, or otherwise generating any business for, any other hospital or health care facility of his/her choosing. In the event a Health Care Provider hospitalizes a patient, or if a Health Care Provider deems any ancillary service necessary, said Health Care Provider shall be free to use any hospital or ancillary services he or she deems appropriate, in his or her sole discretion. Furthermore, the Parties agree that the compensation paid to Contractor under this Agreement represents the fair market value of the Clinical Services provided.

q. 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 of service or employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, nonappropriation, strikes or other work interruptions by either Party's employees, or any similar or dissimilar cause beyond the reasonable control of either Party.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGES]**

IN WITNESS WHEREOF, the Parties have executed this Clinical Services Agreement effective the 15th day of April, 2013.

**Board of Supervisors of
Louisiana State University and
Agricultural and Mechanical College**

By: 
Title: William T. Jenkins
Interim President, LSU System

Our Lady of the Lake Hospital, Inc.

By: _____
Title: _____

IN WITNESS WHEREOF, the Parties have executed this Clinical Services Agreement effective the 15th day of April, 2013.

**Board of Supervisors of
Louisiana State University and
Agricultural and Mechanical College**

By: _____

Title: _____

Our Lady of the Lake Hospital, Inc.

By: Krista Werkes

Title: President and Chief Executive Officer

**EXHIBIT A
HEALTH CARE PROVIDERS**

Provider Name	Title	Equivalent
Lenore Harris	Nurse Practitioner	Full-time 1.0 FTE
Michele Musso	Nurse Practitioner	Full-time 1.0 FTE
Rhonda Kendrick	Physician	Full-time 1.0 FTE
Harry Day	Physician	Part-time 0.8 FTE

EXHIBIT B
CLINICAL SERVICES

Contractor will provide primary care services consisting of 1.8 FTE Physicians (1 FTE Family Medicine physician and 0.8 FTE Internal Medicine physician) and 2.0 FTE Nurse Practitioners (2 FTE Family Practice NP's) in accordance with the Operator's clinic schedule.

Operator acknowledges and agrees that Contractor's employees shall comply with the holiday, vacation and sick leave policies as dictated by the LSU Health Care Services Division Policies and Procedures and the LSU System By-Laws. Contractor will ensure appropriate credentials checks have been performed for each Health Care Provider and that each Health Care Provider is qualified and in good standing with all appropriate state and federal agencies.

**EXHIBIT C
COMPENSATION FOR CLINICAL SERVICES**

Credentials	Equivalent	Compensation
Nurse Practitioner – Family Practice	1.0 FTE	\$139,973.78
Nurse Practitioner – Family Practice	1.0 FTE	\$139,973.78
Physician – Family Medicine	1.0 FTE	\$320,398.50
Physician – Internal Medicine	0.8 FTE	\$291,231.00
GME Coordination		<u>\$114,750.00</u>
		\$1,006,327.06

Operator shall pay Contractor monthly payments of \$83,860.59 as compensation for the Clinical Services to be provided under this Agreement, in accordance with the terms and provisions of this Agreement.