

**GRADUATE MEDICAL EDUCATION
MASTER AFFILIATION AGREEMENT**

BY AND BETWEEN

OUR LADY OF THE LAKE HOSPITAL, INC.;

AND

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

DATED FEBRUARY 2, 2010

MASTER AFFILIATION AGREEMENT

THIS MASTER AFFILIATION AGREEMENT (“Agreement”) is made and entered into this the 2nd day of February, 2010 (“Effective Date”), by and between the **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE** (“LSU”), a public constitutional corporation of the State of Louisiana, represented herein by John V. Lombardi, President of the Louisiana State University System, and **OUR LADY OF THE LAKE HOSPITAL, INC.**, a Louisiana nonprofit corporation (“LOL”) (LSU and LOL are sometimes individually referred to herein as “Party,” and collectively referred to as the “Parties”).

RECITALS

WHEREAS, LOL is a nonprofit Louisiana corporation licensed as and operating a full service and accredited hospital with acute care beds, a multi-acre campus, the LOL College and other facilities, located in Baton Rouge, Louisiana (the “LOL Campus”), and operating under the sponsorship of the Franciscan Missionaries of Our Lady;

WHEREAS, LOL is a Major Teaching Hospital committed to developing medical and clinical professionals in the State in order to improve access to healthcare in its Service Area;

WHEREAS, LSU is a public constitutional corporation organized and existing under the laws of the State of Louisiana, and LSU’s institutions, including its medical schools and hospitals, are under LSU’s supervision and management pursuant to La. Const. Art. VIII, Section 7 and LA-R.S. 17:3215;

WHEREAS, LSU is a Sponsoring Institution that operates an ACGME accredited program to train Residents and Fellows;

WHEREAS, LOL, as a Major Teaching Hospital, meets the ACGME's definition of a Major Participating Site for LSU's GME Programs;

WHEREAS, LOL and LSU believe that they maintain shared values and assumptions that support building a new model for the relationship between a Major Teaching Hospital and a health sciences center with respect to the LSU GME Programs (the “Collaborative”) and that this new model will provide physicians and patients with a new environment of care that optimizes the use of all resources;

WHEREAS, effective February 2, 2010, LSU and LOL have entered into that certain Cooperative Endeavor Agreement (the “CEA”) whereby the Parties, through the Collaborative, agree to develop and maintain nationally recognized GME Programs with appropriate facilities, structure and funding at the LOL Campus (a copy of the CEA is attached hereto as Exhibit "A");

WHEREAS, this Agreement will provide LOL and the LOL Personnel with the intellectual stimulation that comes from the support of and the participation in a vigorous program of Graduate Medical Education and the affiliation contemplated by this Agreement should improve and enhance the care of the sick; and

WHEREAS, LSU recognizes the unique opportunities for clinical education in OLOL's facilities, which will create opportunities for enhancement of the quality of the educational experience enjoyed by LSU.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, LSU and OLOL agree as follows:

ARTICLE I OVERSIGHT OF THE COLLABORATIVE; BUDGETING

Section 1.1 Oversight Advisory Committee. OLOL and LSU will establish an Oversight Advisory Committee (the "OAC"). The OAC shall be comprised of six (6) members with the following, or equivalent, positions:

(a) For OLOL: The Chief Executive Officer, or his or her designee, and the Chief Financial Officer and the Vice President of Medical Affairs, or such other individuals as the Chief Executive Officer may appoint as designees for the Chief Financial Officer or Vice President of Medical Affairs.

(b) For LSU: The Vice President of Health Affairs, or his or her designee, and the Chief Financial Officer of the LSU Health Care Services Division, or successor position, and the Designated Institutional Official for the LSU GME Programs ("LSU DIO"), or such other individuals as the Vice President of Health Affairs may appoint as designees for the Chief Financial Officer of the LSU Health Care Services Division or LSU DIO.

Section 1.2 Responsibilities of the OAC. Subject to the other terms and conditions of this Agreement, the OAC shall have overall advisory responsibility for managing the Collaborative, including, without limitation:

(a) Review, oversight and recommending actions of the activities and findings of the finance advisory committee ("FAC") established pursuant to Section 1.5;

(b) Review, oversight and recommending actions of the activities and findings of the quality advisory committee ("QAC") established pursuant to Section 2.6 of the CEA;

(c) Review and analysis of the volumes and costs of inpatient and outpatient services provided through the Collaborative and financial resources and support for such services;

(d) Attempting to resolve any issues or disputes in the Collaborative that are subject to the Consultative Process; and

(e) General oversight and assessment of the clinical quality and financial performance of the Collaborative.

Section 1.3 OAC Advisory Only. Notwithstanding anything to the contrary in this Agreement, the OAC shall be an advisory committee to assist in the implementation and operation of the Collaborative. Final decision making authority with respect to the Collaborative will reside in the chief executive officers and governing boards of the Parties and each of the

Parties reserves the right to make final decisions with respect to such Party's assets and operations.

Section 1.4 Meetings; Participation. The OAC shall meet as necessary, but not less than three (3) times annually, to review the clinical and financial performance and address any issues of the Collaborative. Each Party shall cause its designated representatives to regularly participate in OAC meetings and related activities and support the OAC in carrying out its purposes. Each Party may report any concerns or complaints regarding the performance or participation of a committee member to the Party appointing such committee member. Such appointing Party will promptly address any such concern or complaint and attempt to resolve such concern or complaint in good faith. If such concern or complaint is not resolved within three (3) days, the Parties will engage in the Consultative Process for thirty (30) days in an effort to resolve the issue. If the concern or complaint is not resolved as a result of the Consultative Process, either Party may request that the matter be mediated by delivering written notice of such request to the other Party within five (5) calendar days of the end of the Consultative Process. If a mediation notice is timely delivered, the Parties shall select a mutually agreeable mediator, or if the Parties cannot agree on a mediator within ten (10) days of the notice requesting mediation, each Party shall within five (5) days of the end of such ten (10) day period deliver a written notice to the other Party designating a mediator and those mediators shall within two (2) days select a mutually agreeable mediator for the Parties. If either Party fails to timely provide such notice of designation, the other Party's mediator shall perform the mediation. Such mediation shall be concluded as soon as possible, but in no event will the mediation last longer than ten (10) days from the date the mediator is identified. If the matter is not otherwise resolved through the Consultative Process or mediation, the appointing Party shall replace the committee member upon the request of complaining Party if for cause. For this purpose, "cause" shall mean: (1) physical or mental impairment or substance abuse that substantially interferes with the individual's ability to perform the functions of a committee member; (2) conviction of any felony or other crime or act of dishonesty or fraud, whether or not such act or failure to act occurred in the course of performing services under this Agreement; (3) any act or failure to act involving unprofessional conduct; (4) moral turpitude; (5) failure to satisfy the terms of this Agreement applicable to such committee member; (6) failure to comply with the OLOL Rules, including the Ethical and Religious Directives on the OLOL Campus; (7) failure to regularly participate in committee functions and responsibilities and participate in committee activities in a meaningful manner; or (8) exclusion from participation in Medicare or any "Federal health care program" as defined at 42 U.S.C. § 1320a-7b(f)..

Section 1.5. Finance Advisory Committee. LSU and OLOL shall establish the FAC to be comprised of not more than six (6) total members, with an equal number of representatives from OLOL and LSU. The OLOL Chief Financial Officer and the Chief Financial Officer of the LSU Health Care Services Division, or their successor positions, will each be a member of the FAC, with the other members to be appointed equally by the OLOL CEO and the LSU Vice President for Health Affairs, respectively. The FAC shall meet regularly, but not less often than every three (3) months, as necessary to adequately perform its functions hereunder. The FAC, subject to oversight by the OAC, shall have authority to review, analyze and monitor the financial operations of the Collaborative in an advisory capacity, including, without limitation, the following:

(a) LSU GME Budget. The FAC, with input from the Program Directors and LSU DIO, shall develop proposed annual budgets for each of the LSU GME Programs and a proposed annual overall budget for the LSU GME Program.

(b) Written Reports. The FAC will prepare and present written reports to the OAC as necessary including interim semi-annual and an annual report summarizing the overall financial performance of the Collaborative.

(c) Meetings; Participation. The FAC shall meet as necessary to review the financial performance of the Collaborative and perform its other duties. Each Party shall cause its designated representatives to regularly participate in FAC meetings and related activities and support the FAC in carrying out its purposes. Each Party may report any concerns or complaints regarding the performance or participation of a committee member to the Party appointing such committee member. Such appointing Party will promptly address any such concern or complaint and attempt to resolve such concern or complaint in good faith. If such concern or complaint is not resolved within three (3) days, the Parties will engage in the Consultative Process for thirty (30) days in an effort to resolve the issue. If the concern or complaint is not resolved as a result of the Consultative Process, either Party may request that the matter be mediated by delivering written notice of such request to the other Party within five (5) calendar days of the end of the Consultative Process. If a mediation notice is timely delivered, the Parties shall select a mutually agreeable mediator, or if the Parties cannot agree on a mediator within ten (10) days of the notice requesting mediation, each Party shall within five (5) days of the end of such ten (10) day period deliver a written notice to the other Party designating a mediator and those mediators shall within two (2) days select a mutually agreeable mediator for the Parties. If either Party fails to timely provide such notice of designation, the other Party's mediator shall perform the mediation. Such mediation shall be concluded as soon as possible, but in no event will the mediation last longer than ten (10) days from the date the mediator is identified. If the matter is not otherwise resolved through the Consultative Process or mediation, the appointing Party shall replace the committee member upon the request of complaining Party if for cause. For this purpose, "cause" shall mean: (1) physical or mental impairment or substance abuse that substantially interferes with the individual's ability to perform the functions of a committee member; (2) conviction of any felony or other crime or act of dishonesty or fraud, whether or not such act or failure to act occurred in the course of performing services under this Agreement; (3) any act or failure to act involving unprofessional conduct; (4) moral turpitude; (5) failure to satisfy the terms of this Agreement applicable to such committee member; (6) failure to comply with the OLOL Rules, including the Ethical and Religious Directives on the OLOL Campus; (7) failure to regularly participate in committee functions and responsibilities and participate in committee activities in a meaningful manner; or (8) exclusion from participation in Medicare or any "Federal health care program" as defined at 42 U.S.C. § 1320a-7b(f).

ARTICLE II

PROVISION OF GRADUATE AND/OR UNDERGRADUATE CLINICAL EDUCATION - LSU GME PROGRAMS

Section 2.1 Description of GME Affiliation.

(a) In General. LSU will relocate certain Residency Positions (the “Collaborative Residency Positions”) in the LSU GME Programs identified on Schedule 2.1(a) of the CEA from EKLMC to the OLOL Campus. LSU shall take the actions necessary to cause the Medicare Residency Caps associated with the Collaborative Residency Positions to be assigned or allocated to OLOL such that OLOL will be entitled to Medicare DGME and IME for such Collaborative Residency Positions. The Collaborative Residency Positions shall not include Residency Positions in obstetrics and gynecology. The LSU GME Programs will provide didactic and clinical education in the medical specialties identified in Schedule 2.1(a) of the CEA. The Parties will use their best efforts to collaboratively develop and grow the LSU GME Programs to result in nationally recognized GME Programs and a center of excellence for clinical education of residents and fellows. Subject to the other terms and conditions of this Agreement, OLOL will begin serving as the Major Participating Site for each of the LSU GME Programs no later than the GME Program Start Date and LSU will transfer its GME Programs and the Collaborative Residency Positions to the OLOL Campus no later than the GME Program Start Date.

(b) Placement of Residency Positions at OLOL Campus. LSU, as the Sponsoring Institution, shall arrange for the Collaborative Residency Positions to be located at the OLOL Campus. During the Term, LSU shall not enter into any other affiliation agreement or other arrangement for any other Person to serve as a Site, Participating Site, Major Participating Site, or otherwise provide for the allocation or placement of all or any portion of the Collaborative Residency Positions, except upon the written consent of OLOL, which consent will not be unreasonably withheld. Unless the Parties agree otherwise, the restrictions, limitations and conditions of this Agreement shall only apply to the Collaborative Residency Positions. LSU shall not assign or permit Residents or Fellows to rotate at OLOL to the extent such assignment would result in aggregate full-time equivalents of Residents and Fellows in excess of the Residency Caps associated with the Collaborative Residency Positions.

(c) Additional Residency Positions. In the event that LSU determines it would like to use OLOL to serve as the Site for additional GME Program residency positions, including positions related to Residency Caps currently allocated to the Medical Center of Louisiana at New Orleans, OLOL agrees it will accept up to an additional twenty-five (25) residency positions (measured on an FTE basis), provided OLOL reasonably determines that it has sufficient capacity and resources to accommodate such increase and the program training types are acceptable to OLOL. In that event, LSU and OLOL shall enter into a separate master affiliation agreement with terms and conditions mutually acceptable to the Parties; provided, however, that such agreement will include a provision for a Rolling Five-Year Term. Such additional Residency Positions shall only be subject to this Agreement if OLOL and LSU mutually agree to amend Schedule 2.1(a) of the CEA.

(d) Medicare Affiliation Agreement. LSU and EKLMC shall enter into a Medicare Affiliation Agreement with OLOL that complies with all of the requirements of 42 C.F.R. § 413.75(b) (a copy of the form of said Agreement is attached hereto as Exhibit "B").

(e) Continuance of EKLMC Operations. LSU shall take all action necessary to cause EKLMC to continue to maintain its current hospital license and provider status without restriction or modification, including without limitation its Provider Numbers, or merge its

license and provider status with UMC, and to preserve at all times during the Term the seventy-five (75) residency caps associated with the Collaborative Residency Positions, all in accordance with CMS and ACGME requirements. Any transfer, discontinuation, restriction, modification or other change in the rights and obligations associated with the EKLMC Hospital license or any other event or transaction resulting in any party other than LSU (an “EKLMC Successor”) operating or controlling the EKLMC hospital or its operations must be approved in writing by the OLOL CEO prior to the time of such event. The EKLMC Successor must become a party to this Agreement and agree to be bound by all the terms and conditions contained herein, and must meet all ACGME and CMS requirements as they pertain to the LSU GME Programs. Further, LSU shall take all action necessary to ensure that the EKLMC successors and OLOL are a “Medicare GME affiliated group” as that term is defined in 42 C.F.R. § 413.75(b).

Section 2.2 OLOL Retains Institutional Control. Throughout the Term of this Agreement, consistent with the terms of this Agreement OLOL shall retain all authority and control over the business, policies, operation and assets of OLOL, and as it pertains to the OLOL Campus, LSU and the LSU Personnel shall perform their duties in accordance with the OLOL Rules. OLOL does not by virtue of this Agreement delegate to LSU any of the powers, duties and responsibilities vested by law or by OLOL’s bylaws in OLOL’s Board of Directors (the “OLOL Board”). OLOL, through its chief executive officer or his designee (the “OLOL CEO”), shall communicate all policies and rules and regulations to LSU. It is agreed that all medical and professional matters at the OLOL Hospital shall be the responsibility of the OLOL Board and the Medical Staff of OLOL. The agenda for all regular meetings of the medical executive committee will include a standing item for an update to be provided by the LSU DIO or his or her designee. In addition, it is agreed that medical treatment and patient care (including diagnosis, development of individual treatment plans, determining changes in the care plan and discharge planning) shall be directed or provided by members in good standing of the Medical Staff of OLOL.

Section 2.3 LSU Retains Control of the LSU GME Programs. Throughout the Term of this Agreement, consistent with the terms of this Agreement LSU shall retain all authority and control over the business, policies, operation and assets of the LSU GME Programs. LSU does not by virtue of this Agreement delegate to OLOL any of the powers, duties and responsibilities vested in LSU by law or as the Sponsoring Institution by the ACGME. LSU, through its President or his designee shall communicate all policies and rules and regulations of the LSU GME Programs to OLOL. It is agreed that all medical staff issues at OLOL Hospital shall be handled in accordance with the Bylaws of the Medical Staff of OLOL consistent with ACGME requirements.

Section 2.4 Sponsoring Institution. LSU will be the Sponsoring Institution with respect to the LSU GME Programs. As the Sponsoring Institution, LSU has the primary responsibility of providing educational programs, materials, Academic Faculty and oversight of the LSU GME Programs as required by ACGME.

(a) ACGME Compliance. LSU, as the Sponsoring Institution, shall use its best efforts at all times to comply with the ACGME requirements applicable to Sponsoring Institutions including, without limitation, the Institutional Requirements with respect to the LSU GME Programs, and to assist OLOL in complying with any ACGME requirements applicable to

OLOL as a Major Participating Site. LSU shall be responsible for the payment of fees applicable to Sponsoring Institutions to ACGME.

(b) Adverse Actions. Should any action or inaction on the part of LSU result in an Adverse Action by ACGME with respect to the LSU GME Programs, LSU shall, notwithstanding the time frame described in Section 16.6 of the CEA within five (5) Business Days of Knowledge of such Adverse Action, deliver to OLOL a copy of the Letter of Notification of any such Adverse Action. LSU must either appeal or take such other action as may be necessary to resolve the Adverse Action in a timely manner.

(c) Complaints. If LSU is advised by ACGME of the submission of a complaint involving the LSU GME Programs or becomes aware of any such complaint, LSU shall, notwithstanding the time frame in Section 16.6 of the CEA, within five (5) Business Days of Knowledge deliver to OLOL a copy of the complaint to OLOL. LSU will respond to and resolve as appropriate any complaints against or involving the LSU GME Programs in a timely manner.

(d) Communication with Accreditation Bodies. OLOL will provide to LSU notice of and copies of all correspondence from accreditation bodies, including but not limited to ACGME and Joint Commission (or similar accrediting body), licensing bodies or Governmental Bodies to the extent such correspondence may affect the LSU GME Programs. OLOL will timely apprise LSU of any material communications related to accreditation, Medicare certification or licensure of the Hospital to the extent such communications involve matters that could jeopardize the quality or viability of any of the LSU GME Programs.

(e) Grievance Procedures. LSU, as the Sponsoring Institution, shall provide Residents and Fellows in the LSU GME Programs with fair, reasonable, and readily available written institutional policies and procedures for grievance and due process. Except as prohibited by any Legal Requirement, LSU agrees to timely notify OLOL of all grievances filed by LSU Personnel or third parties involving the LSU GME Programs, and LSU will respond to any such grievance issues in a timely manner and shall provide OLOL with any information as requested by OLOL in writing.

(f) Resident and Fellow Contracts. LSU, as the Sponsoring Institution, will enter into contracts with all Residents and Fellows outlining the terms and conditions of their appointment to the LSU GME Programs. Such contracts shall provide that if this Agreement is terminated or the Resident or Fellow ceases to be enrolled in the LSU GME Program, upon the written request of OLOL such Resident or Fellow shall resign his or her medical staff privileges, subject, in the case of termination of this Agreement, to the Wind Down Period in Section 13.5(b) of the CEA. LSU shall monitor and ensure that Residents and Fellows are informed of and adhere to established educational and clinical practices, policies, and procedures in the LSU GME Programs.

Section 2.5 Major Participating Site. OLOL is the Site providing educational assignments and rotations for Residents and Fellows in the LSU GME Programs and therefore OLOL shall be, subject to Section 2.1(b) of the CEA, the sole Major Participating Site for the LSU GME Programs. OLOL shall use its best efforts to fulfill all obligations as a Major Participating Site in accordance with the applicable ACGME requirements. OLOL agrees to

timely notify LSU in the event of any action or inaction that could jeopardize the quality or viability of any of the LSU GME Programs.

(a) ACGME Compliance. OLOL, as the Major Participating Site, shall use its best efforts at all times to comply with the ACGME requirements applicable to a Major Participating Site and assist LSU in complying with the ACGME requirements applicable to the Sponsoring Institution with respect to the LSU GME Programs.

(b) Adverse Actions. Should any action or inaction on the part of OLOL result in an Adverse Action by ACGME with respect to the LSU GME Programs, OLOL shall, notwithstanding the time frame described in Section 16.6 of the CEA, within five (5) Business Days of Knowledge of such Adverse Action, deliver to LSU a copy of the Letter of Notification of any such Adverse Action. OLOL must either appeal or take such other action as may be necessary to resolve the Adverse Action in a timely manner. LSU, as the Sponsoring Institution, will assist OLOL in its communication and negotiations with the ACGME.

(c) Complaints. If OLOL is advised of the submission of a complaint involving the LSU GME Programs or becomes aware of any such complaint, OLOL shall, notwithstanding the time frame described in Section 16.6 of the CEA, within five (5) Business Days of Knowledge of such complaint, deliver to LSU a copy of the complaint to LSU. Subject to the OLOL Rules, OLOL will fully cooperate with LSU in responding to any complaints against or involving the LSU GME Programs in a timely manner.

(d) Communication with Accreditation Bodies OLOL will provide notice of and copies of all correspondence to LSU from accreditation bodies, including but not limited to ACGME and Joint Commission (or similar accrediting body), licensing bodies or Governmental Bodies to the extent such correspondence may affect the LSU GME Programs. OLOL will timely apprise LSU of any material communications related to accreditation, Medicare certification or licensure of the Hospital to the extent such communications involve matters that could jeopardize the quality or viability of any of the LSU GME Programs.

Section 2.6 Program Oversight.

(a) Designated Institutional Official. LSU shall appoint a person to act as the LSU DIO. The LSU DIO shall have the authority and responsibility over the LSU GME Programs in accordance with ACGME requirements. The LSU DIO must meet all ACGME qualification criteria. OLOL shall have input into who is appointed as the LSU DIO. The LSU DIO will be employed by LSU, shall directly report to the Dean of the School of Medicine of the LSUHSC and shall collaborate and coordinate activities with the OLOL Vice President of Medical Affairs and OLOL GME Medical Director. The LSU DIO shall regularly and as requested meet with the OLOL Vice President of Medical Affairs and keep him/her informed of all material proposals, changes and events related to the LSU GME Programs. The LSU DIO may have more than one title and responsibility for more than one matter but shall not be designated as the DIO or be responsible for other LSU GME Programs located outside of Baton Rouge. OLOL may report any concerns or complaints regarding the job performance of the LSU DIO to the Dean of the LSU School of Medicine. The Dean or his/her designee will promptly address any such concern or complaint and attempt to resolve such concern or complaint in good faith. If such concern or

complaint is not resolved within three (3) days, the Parties will engage in the Consultative Process for thirty (30) days in an effort to resolve the issue. If the concern or complaint is not resolved as a result of the Consultative Process, either Party may request that the matter be mediated by delivering written notice of such request to the other Party within five (5) calendar days of the end of the Consultative Process. If a mediation notice is timely delivered, the Parties shall select a mutually agreeable mediator, or if the Parties cannot agree on a mediator within ten (10) days of the notice requesting mediation, each Party shall within five (5) days of the end of such ten (10) day period deliver a written notice to the other Party designating a mediator and those mediators shall within two (2) days select a mutually agreeable mediator for the Parties. If either Party fails to timely provide such notice of designation, the other Party's mediator shall perform the mediation. Such mediation shall be concluded as soon as possible, but in no event will the mediation last longer than ten (10) days from the date the mediator is identified. If the matter is not otherwise resolved through the Consultative Process or mediation, LSU shall replace the LSU DIO upon the request of OLOL for cause. For this purpose, "cause" shall mean: (1) physical or mental impairment or substance abuse that substantially interferes with the individual's ability to provide medical care to patients; (2) conviction of any felony or other crime or act of dishonesty or fraud, whether or not such act or failure to act occurred in the course of performing services under this Agreement; (3) loss or any material restriction of state licensure; (4) loss or any material restriction of medical staff membership or privileges at OLOL; (5) any act or failure to act involving unprofessional conduct; (6) moral turpitude; (7) negligence; (8) exclusion from participation in Medicare or any "Federal health care program" as defined at 42 U.S.C. § 1320a-7b(f); (9) failure to maintain professional liability insurance as required under this Agreement; (10) failure to satisfy the terms of this Agreement applicable to LSU Personnel, including but not limited to compliance with the terms of Article V of the CEA; (11) failure to comply with the OLOL Rules, including the Ethical and Religious Directives on the OLOL Campus; (12) failure to satisfy the requirements set forth in Section 3.2(a); or (13) failure to work cooperatively with OLOL staff or other LSU Personnel.

(b) Other Program DIOs. In addition to the LSU DIO, there will also be (i) a DIO appointed by OLOL ("OLOL DIO") to oversee the GME Programs for which OLOL is the Sponsoring Institution, and (ii) any other DIOs from other institutions overseeing GME Programs at the OLOL Campus separate and apart from the LSU GME Programs. The LSU DIO and OLOL DIO will work collaboratively with the QAC to facilitate communication among all GME Programs at OLOL. The OLOL DIO may have more than one title and responsibility for more than one matter. LSU shall have input into who is appointed as the OLOL DIO. LSU may report any concerns or complaints regarding the job performance of the OLOL DIO to OLOL's Vice President of Medical Affairs. OLOL's Vice President of Medical Affairs or his/her designee will promptly address any such concern or complaint and attempt to resolve such concern or complaint in good faith. If such concern or complaint is not resolved within three (3) days, the Parties will engage in the Consultative Process for thirty (30) days in an effort to resolve the issue. If the concern or complaint is not resolved as a result of the Consultative Process, either Party may request that the matter be mediated by delivering written notice of such request to the other Party within five (5) calendar days of the end of the Consultative Process. If a mediation notice is timely delivered, the Parties shall select a mutually agreeable mediator, or if the Parties cannot agree on a mediator within ten (10) days of the notice requesting mediation, each Party shall within five (5) days of the end of such ten (10) day period deliver a written notice to the other Party designating a mediator and those mediators shall within two (2) days

select a mutually agreeable mediator for the Parties. If either Party fails to timely provide such notice of designation, the other Party's mediator shall perform the mediation. Such mediation shall be concluded as soon as possible, but in no event will the mediation last longer than ten (10) days from the date the mediator is identified. If the matter is not otherwise resolved through the Consultative Process or mediation, OLOL shall replace the OLOL DIO upon the request of LSU for cause. For this purpose, "cause" shall mean: (1) physical or mental impairment or substance abuse that substantially interferes with the individual's ability to provide medical care to patients; (2) conviction of any felony or other crime or act of dishonesty or fraud, whether or not such act or failure to act occurred in the course of performing services under this Agreement; (3) loss or any material restriction of state licensure; (4) loss or any material restriction of medical staff membership or privileges at OLOL; (5) any act or failure to act involving unprofessional conduct; (6) moral turpitude; (7) negligence; (8) exclusion from participation in Medicare or any "Federal health care program" as defined at 42 U.S.C. § 1320a-7b(f); (9) failure to maintain professional liability insurance as required under this Agreement; (10) failure to comply with the OLOL Rules, including the Ethical and Religious Directives on the OLOL Campus; (11) failure to satisfy the requirements set forth in Section 3.2(a) that would apply if the OLOL DIO were a member of the Academic Faculty; or (12) failure to work cooperatively with OLOL staff or LSU Personnel.

(c) LSU Graduate Medical Education Committee ("LSU GMEC"). LSU currently has and shall maintain a Graduate Medical Education Committee that works in collaboration with the LSU DIO to oversee the LSU GME Programs and oversee compliance with ACGME requirements, laws, rules and regulations. The LSU GMEC shall coordinate with and assist the QAC to help facilitate communications among all GME Programs at OLOL and to provide the QAC with information necessary for the committee to perform its advisory functions. Notwithstanding the foregoing, the QAC shall have no authority or control over or with respect to the LSU GME Programs. The LSU GMEC will conduct its proceedings in accordance with all ACGME requirements. LSU, through its GMEC, shall use its best efforts to establish and maintain a nationally recognized quality program for all LSU GME Programs.

(d) OLOL Graduate Medical Education Committee ("OLOL GMEC"). The Parties acknowledge that OLOL has the responsibility, subject to Section 2.11 of the CEA, to establish and maintain a graduate medical education committee with respect to the GME Programs for which it is the Sponsoring Institution. OLOL, through its GMEC, shall use its best efforts to establish and maintain a nationally recognized quality program for all GME Programs for which OLOL is the Sponsoring Institution. OLOL will have sole responsibility and authority with respect to the OLOL GMEC and the OLOL GMEC will be responsible for compliance with the ACGME requirements applicable to the GME Programs for which OLOL is the Sponsoring Institution. The OLOL GMEC shall coordinate with and assist the QAC to help facilitate communications among all GME Programs at OLOL and to provide the QAC with information necessary for the committee to perform its advisory functions. Notwithstanding the foregoing, the QAC shall have no authority or control over or with respect to the GME Programs for which OLOL is the Sponsoring Institution. OLOL, through its representatives on the QAC, shall use its best efforts to assist LSU in establishing and maintaining a nationally recognized quality program for all LSU GME Programs.

(e) LSU Program Directors. The LSU DIO shall appoint physicians to act as the LSU program directors (the “Program Directors”), with authority and accountability for the operation of each of the LSU GME Programs. The Program Directors shall report directly to the LSU DIO. The Program Directors must meet all ACGME qualification criteria and fulfill all responsibilities as set forth in the ACGME Common Program Requirements. OLOL may report any concerns or complaints regarding the job performance of any Program Director to the LSU DIO. The LSU DIO or his/her designee will promptly address any such concern or complaint and attempt to resolve such concern or complaint in good faith. If such concern or complaint is not resolved within three (3) days, the Parties will engage in the Consultative Process for thirty (30) days in an effort to resolve the issue. If the concern or complaint is not resolved as a result of the Consultative Process, either Party may request that the matter be mediated by delivering written notice of such request to the other Party within five (5) calendar days of the end of the Consultative Process. If a mediation notice is timely delivered, the Parties shall select a mutually agreeable mediator, or if the Parties cannot agree on a mediator within ten (10) days of the notice requesting mediation, each Party shall within five (5) days of the end of such ten (10) day period deliver a written notice to the other Party designating a mediator and those mediators shall within two (2) days select a mutually agreeable mediator for the Parties. If either Party fails to timely provide such notice of designation, the other Party’s mediator shall perform the mediation. Such mediation shall be concluded as soon as possible, but in no event will the mediation last longer than ten (10) days from the date the mediator is identified. If the matter is not otherwise resolved through the Consultative Process or mediation, LSU shall replace the Program Director upon the request of OLOL for cause. For this purpose, “cause” shall mean: (1) physical or mental impairment or substance abuse that substantially interferes with the individual’s ability to provide medical care to patients; (2) conviction of any felony or other crime or act of dishonesty or fraud, whether or not such act or failure to act occurred in the course of performing services under this Agreement; (3) loss or any material restriction of state licensure; (4) loss or any material restriction of medical staff membership or privileges at OLOL; (5) any act or failure to act involving unprofessional conduct; (6) moral turpitude; (7) negligence; (8) exclusion from participation in Medicare or any “Federal health care program” as defined at 42 U.S.C. § 1320a-7b(f); (9) failure to maintain professional liability insurance as required under this Agreement; (10) failure to satisfy the terms of this Agreement applicable to LSU Personnel, including but not limited to compliance with the terms of Article V of the CEA; (11) failure to comply with the OLOL Rules, including the Ethical and Religious Directives on the OLOL Campus; (12) failure to satisfy the requirements set forth in Section 3.2(a); or (13) failure to work cooperatively with OLOL staff or other LSU Personnel. With respect to his or her particular program, a Program Director shall:

(1) review and monitor the quality and utilization practices of the Residents and Fellows in the LSU GME Program;

(2) answer questions and address problems that arise regarding the LSU GME Program;

(3) coordinate the professional services of LSU Personnel in the assistance of or in conjunction with members of the OLOL Medical Staff;

(4) direct and oversee all patient care rendered by Residents and Fellows;

(5) recommend clinical privileges for Residents and Fellows to be assigned to OLOL in accordance with OLOL Rules; and

(6) schedule the Resident and Fellow assignments to OLOL and notify the OLOL of all changes in schedule.

Section 2.7 Program Letter of Agreement. Prior to the applicable GME Program Start Date, OLOL and LSU shall execute a requisite program letter of agreement for each LSU GME Program at OLOL in accordance with ACGME Common Program Requirements. Such program letter of agreement shall have a Rolling Five-Year Term and shall comply with all ACGME requirements.

Section 2.8 LSU Faculty. LSU shall provide a sufficient number, in LSU's sole opinion, of LSU Faculty and Adjunct Faculty with documented qualifications as outlined in Section 3.2 necessary to instruct and supervise all LSU Residents and Fellows in the LSU GME Programs. LSU will instruct LSU Faculty and Adjunct Faculty to follow all applicable laws, rules and regulations and to devote sufficient time to the educational program to fulfill their supervisory and teaching responsibilities. LSU shall be responsible for training and continuing education of LSU Faculty and Adjunct Faculty in accordance with ACGME Common Program Requirements.

Section 2.9 Number of LSU Residents. LSU agrees that it will not appoint more Residents than approved by the ACGME Review Committee for the LSU GME Programs and that the full-time equivalent of Residents assigned to rotate at OLOL will not exceed the Residency Caps assigned to OLOL as part of the Collaborative.

Section 2.10 Educational Program. LSU's educational program curriculum shall meet all ACGME requirements as set forth in the Common Program Requirements.

Section 2.11 Evaluation. LSU shall meet all evaluation requirements for LSU Personnel, including the evaluation of LSU Residents, Fellows and Academic Faculty, and the LSU GME Programs as set forth in the ACGME Common Program Requirements. Evaluations of LSU Faculty and the LSU GME Programs must be conducted annually and as needed.

Section 2.12 Resident Duty Hours. LSU, in cooperation with OLOL, will work to ensure that the LSU GME Programs promote patient safety and Residents' and Fellows' well-being in the establishment of Duty Hour assignments.

Section 2.13 On-Call Activities. LSU shall comply with ACGME on-call requirements as set forth in the ACGME Common Program Requirements.

Section 2.14 OLOL Support of LSU GME Programs.

(a) In General. OLOL shall provide to the LSU GME Programs the programmatic and financial support as provided herein to further the Parties' mutual goals of developing and maintaining nationally recognized GME Programs with appropriate facilities, structure and funding at the OLOL Campus.

(b) Programmatic Support. OLOL shall provide programmatic support for LSU GME Programs in compliance with ACGME standards.

ARTICLE III PERSONNEL

Section 3.1 LSU Staff and Resources. LSU shall provide all necessary professional, technical, and clerical personnel for the effective administration of the LSU GME Programs as well as the availability of adequate resources for the education and training of LSU Residents and Fellows.

Section 3.2 Qualifications. LSU represents, warrants and covenants that the following is, and through the Term of this Agreement, shall be true and correct:

(a) Qualifications of Academic Faculty. With respect to each member of the Academic Faculty who is a physician and will provide services at OLOL under the terms of this Agreement:

(i) The Faculty member is licensed to practice medicine in the State of Louisiana without restriction or subject to any disciplinary or corrective action;

(ii) The Faculty member has all customary certifications, professional memberships, and licenses required or appropriate for the practice of any medical specialty to be performed by such practitioner, including, without limitation, a valid, unrestricted narcotics and controlled dangerous substances certificate and registration issued by the Louisiana Board of Pharmacy and number issued by the U.S. Drug Enforcement Agency;

(iii) The Faculty member is a valid, unrestricted and qualified participating provider in the Medicare and Medicaid programs;

(iv) The Faculty member is, or prior to providing any medical services at OLOL will be, a member of the OLOL "Active" Medical Staff (as defined or contemplated by the OLOL medical staff bylaws); and

(v) The Faculty Member is not a Medicare excluded person.

(b) Qualifications of Non-Physician Academic Faculty. Each member of the Academic Faculty who is not a physician and will provide services at OLOL under this agreement, has appropriate qualifications in his/her field and holds appropriate institutional appointment, and will continue to have such qualifications and appointments throughout the Term.

(c) Qualifications of Residents and Fellows. With respect to each Resident and Fellow providing services at OLOL under the terms of this Agreement:

(i) The Resident or Fellow meets all eligibility requirements set forth in the ACGME Institutional Requirements to participate in the LSU GME Programs;

(ii) The Resident or Fellow is licensed to practice medicine in the State of Louisiana without restriction or subject to any disciplinary or corrective action;

(iii) The Resident or Fellow has all customary certifications, professional memberships, and licenses required or appropriate for the practice of any medical specialty to be performed by such practitioner;

(iv) The Resident or Fellow is a valid, unrestricted and qualified participating provider in the Medicare and Medicaid programs;

(v) The Resident or Fellow is a member of the Medical Staff of OLOL in the appropriate category as defined or contemplated by the OLOL medical staff bylaws; and

(vi) The Resident or Fellow is not a Medicare excluded person.

(d) Qualifications of Staff/Ancillary Personnel. With respect to each staff/ancillary personnel who will provide services at OLOL under this Agreement, all LSU staff and ancillary personnel, including nursing and allied health professionals, will have appropriate qualifications in their field and hold appropriate credentials/licenses which are in good standing and not subject to any restrictions and is not a Medicare excluded person.

Section 3.3 Nondiscrimination. LSU shall cause the LSU Personnel to provide, at all times while providing services under this Agreement, prompt and professional attention to the patients of OLOL irrespective of sex, race, religion, color, disability, national origin, sexual orientation, pregnancy, HIV status or veteran's status.

Section 3.4 Proper Medical Records; Billing Procedures. LSU shall cause the LSU Personnel to prepare and maintain appropriate charts, files and records of all professional services rendered under this Agreement, all in accordance with applicable third party payer reimbursement requirements, OLOL requirements and all applicable laws, rules and regulations. The LSU Personnel's responsibility for dictating medical reports shall be fulfilled upon the LSU Personnel providing such medical report in a form that complies with the applicable OLOL Rules. LSU shall cause the LSU Personnel to use and cooperate with OLOL's information system initiatives, including documentation and signing electronically. LSU shall cause the LSU Personnel to provide accurate and complete ICD-9 codes (or their successor codes or coding process) and other information required for billing and reimbursement to OLOL for the technical component of the services provided by OLOL and for the level of documentation contained in the medical records of the patients. All professional services billing by LSU Personnel will comply with all applicable laws. The obligations of LSU and the LSU Personnel described in this Section 3.4 for the completion of medical reports and provision of assistance to OLOL shall continue after the termination of this Agreement.

Section 3.5 Practice Standards. LSU shall require the LSU Personnel to render medical services at OLOL in accordance with the Ethical and Religious Directives, in a competent, professional and ethical manner, in accordance with prevailing standards of the medical profession, and in compliance with all applicable statutes, regulations, rules, orders and directives of any and all applicable governmental and regulatory bodies having competent jurisdiction. Further, LSU will require the LSU Personnel to treat all patients and their families

and all OLOL staff in a courteous and professional manner in accordance with OLOL's service standards.

Section 3.6 Personal Conduct. LSU shall cause the LSU Personnel to act at all times in a professional manner, and shall refrain from any action or conduct that is disruptive, unprofessional, or harassing, including, but not limited to, conduct which is sexual in content or orientation. LSU shall cause the LSU Personnel to practice in a manner which does not interfere with the orderly and efficient rendering of services by OLOL or by other practitioners of OLOL and to work cooperatively with others.

Section 3.7 Dress Code. LSU shall require the LSU Personnel to dress in accordance with dress and personal appearance standards approved by OLOL. Such standards shall be in accordance with the OLOL's standards regarding same including all infection control issues.

Section 3.8 Health of LSU Personnel. All LSU Personnel shall pass a medical examination acceptable to OLOL prior to their participation in the LSU GME Programs. LSU shall cause all LSU Personnel to present appropriate and up-to-date health records before the first day of their services at the OLOL Campus, including without limitation the items set forth on Schedule 5.8 of the CEA. LSU shall be financially responsible for treatment and follow-up care in accordance with OLOL protocols when LSU Personnel are exposed to infectious or environmental hazards or other occupational injuries on the OLOL Campus; provided, however, OLOL shall use its good faith efforts to cooperate with and assist LSU in such treatment.

Section 3.9 Background Checks. LSU shall, in a timely manner at the expense of either LSU or LSU Personnel, conduct (or have conducted) a background check on each individual included among the LSU Personnel. The background check shall include, at a minimum, the information set forth on Schedule 5.9 of the CEA. If the background check discloses information as to any LSU Personnel that may reasonably be considered as "adverse," then LSU shall immediately disclose such information to OLOL which shall, in its discretion, have the right to require that LSU remove such individual from the OLOL Campus pursuant to Section 5.18 of the CEA

Section 3.10 Religious Directives; OLOL Rules; Mission of OLOL. LSU shall comply, and shall cause the LSU Personnel to comply at all times LSU or the LSU Personnel are on the OLOL Campus, with the OLOL Rules as from time-to-time in effect, as if such OLOL Rules were set forth herein, and without any further amendment or modifications to this Agreement. OLOL may, from time to time, amend or modify the OLOL Rules, provided that OLOL complies with its prescribed procedures for amending or modifying such OLOL Rules to the extent any such procedures apply, except in the case of the Ethical and Religious Directives, which may be amended or modified without any restrictions. LSU will comply with any amendments to the Ethical and Religious Directives as provided above without engaging in the Consultative Process, provided that OLOL will promptly provide any such amendments to LSU.

Section 3.11 Continuing Professional Education. LSU shall cause the LSU Personnel to do all things reasonably necessary and desirable to maintain their professional skills.

Section 3.12 Payer Arrangements. Each Party shall use its reasonable best efforts to participate in all arrangements with third party payers in which the other Party participates, and to support the other Party's efforts to participate in all arrangements with third party payers in which it participates.

Section 3.13 Meetings and Committees. LSU shall, consistent with the requirements of the Bylaws of the Medical Staff of OLOL, cause the LSU Personnel to (i) attend meetings and conferences of the Medical Staff, or departments thereof, to the extent applicable to such Person's medical practice and services rendered at OLOL, (ii) accept Medical Staff committee appointments, and (iii) cooperate actively with OLOL in promoting improved standards of patient care. LSU shall use its best efforts to assist OLOL in promoting improved standards of patient care.

Section 3.14 Use of Facilities. Except to the extent of any private medical practice by members of the Academic Faculty, Adjunct Faculty or LSU Covering Physicians, LSU and the LSU Personnel shall use OLOL facilities and the personnel, equipment and supplies provided by OLOL solely for the purposes of providing services pursuant to this Agreement and performing their duties under this Agreement.

Section 3.15 Agreement by Faculty and Residents. LSU shall direct and instruct LSU Personnel to perform services at OLOL in accordance with the terms of this Agreement.

Section 3.16 Appointment of OLOL Physicians as Adjunct Faculty. LSU and OLOL shall work collaboratively to establish a process to appoint Adjunct Faculty from the Medical Staff of OLOL and to contract with Community Physicians to train and supervise Residents and Fellows in connection with the LSU GME Programs. Any agreements in place for such services will be compliant with all applicable Legal Requirements, Health Care Laws and ACGME Requirements.

Section 3.17 Compliance Training. LSU shall provide directly or jointly with OLOL, and shall cause the LSU Personnel employed by LSU to participate in (to the extent applicable to the individual LSU Personnel in question), mandatory and effective education and in-service programs on an initial, annual and as needed basis to train such LSU Personnel on laws, rules and regulations applicable to (i) the LSU GME Programs, including but not limited to ACGME program requirements and billing and collections rules, and (ii) the workplace environment, including but not limited to training on supervision standards, harassment and discrimination.

Section 3.18 Removal of LSU Personnel. Subject to any OLOL Rules that may apply, if any LSU Personnel fails to satisfy any of the obligations under this Agreement applicable to or governing the conduct, qualifications or credentials of such LSU Personnel, then upon written notice from OLOL, LSU and OLOL shall engage in the Consultative Process for a period of ten (10) days to attempt to address such failure in a manner agreeable to LSU and OLOL. If OLOL and LSU are unable to resolve such failure the matter will be referred to the OAC for resolution. If the OAC is unable to resolve the matter, upon the written request of OLOL LSU shall cause such LSU Personnel to be immediately removed from the OLOL Campus and will not allow such person to provide services under this Agreement without the consent of OLOL. If LSU fails to respond and cause such LSU Personnel to be removed from the OLOL Campus, OLOL

shall have the right to remove such LSU Personnel from the OLOL Campus and prevent such LSU Personnel from providing services under this Agreement or on the OLOL Campus, in addition to any other remedies available to OLOL. Notwithstanding the foregoing, the removal of an OAC committee member of LSU, the LSU DIO, an LSU Program Director, a QAC committee member of LSU, Residents and Fellows, and FAC committee member of LSU shall be governed by Section 14, Section 2.5(a), Section 2.5(e), Section 2.6(d), Section 10, and Section 1.5(c), respectively of the CEA.

Section 3.19 Compensation and Benefits. LSU shall be solely responsible for all compensation, benefits, and other consideration to be paid to or received by the LSU Personnel. OLOL's obligations to reimburse LSU for such costs are set forth in this Agreement.

ARTICLE IV FEES DUE TO LSU

Section 4.1 Fees to be Paid by OLOL. OLOL shall pay to LSU the fees set forth on Schedule 4.1 to this Agreement.

Section 4.2 Timing of Payment. Said payment shall be made within thirty (30) days after receipt by OLOL from LSU of a monthly invoice and supporting documentation acceptable to OLOL of the fees set forth in Schedule 4.1 to this Agreement.

ARTICLE V TERM AND TERMINATION

Section 5.1 Term. Unless earlier terminated as provided herein, and subject to any applicable Wind Down Period provided in Section 13.5(b) of the CEA, this Agreement shall begin on the Effective Date and shall continue for ten (10) years (the "Initial Term"). Beginning on the expiration of the fifth (5th) year of the Initial Term and continuing on each annual anniversary date thereafter, (each an "Extension Date"), the then-remaining portion of the Initial Term shall automatically be extended for an additional one (1) year period so that after the fifth (5th) year of the Initial Term, the Term of this Agreement shall be a Rolling Five-Year Term; provided, however, that the extension provision of this sentence shall no longer apply if LSU or OLOL provides the other Party written notice at least one hundred-eighty (180) days prior to an Extension Date that such Party does not intend to extend the Term of the Agreement.

Section 5.2 Termination For Convenience. This Agreement may be terminated at any time without cause upon the mutual agreement of the Parties, which termination shall occur on the terms and conditions as the Parties then agree.

Section 5.3 Termination Due to Termination of the CEA. This Agreement shall terminate immediately upon the termination of the CEA subject to the terms of that termination.

Section 5.4 Sole Causes for Termination. This Agreement may not be terminated for any cause except: (1) by virtue of the expiration of its Term, as set forth in Section 5.1 hereof; or (2) for the mutual convenience of the Parties, as set forth in Section 5.2 hereof; or (3) by virtue of the termination of the CEA, as set forth in Section 5.3 hereof.

ARTICLE VI INSURANCE

Section 6.1. Insurance Requirements of LSU.

(a) Coverage to be Provided. LSU shall secure and keep in full force and effect and/or cause to be kept in effect, throughout the Term of this Agreement (and thereafter, if applicable) the following coverage at the sole cost and expense of LSU:

(i) Commercial General Liability Insurance or self-insurance through the State self-insurance program administered by the Office of Risk Management (“ORM”), including Contractual Liability, Broad Form Property Damage, Personal Injury Liability, Advertising Injury Liability, and public officials and employees’ liability, written on an occurrence form, with combined bodily injury and property damage limits of liability of no less than \$5,000,000 per occurrence;

(ii) Automobile Liability Insurance, including owned, non-owned and hired car liability insurance for combined limits of liability of \$5,000,000 per occurrence; and

(iii) Worker’s Compensation Insurance providing statutory benefits for LSU and its students and employees, and Employer’s Liability coverage in an amount that is no less than \$1,000,000.

(b) Professional Malpractice Liability Insurance.

(i) Coverage of LSU Physicians and Students. LSU shall provide professional malpractice liability insurance for each medical student and each physician who is employed by, acting on behalf of LSU under a contract, or acting on behalf of LSU to provide professional services to patients who are either (i) assigned to an LSU Teaching Service or (ii) uninsured and assigned to the physician in accordance with a contract for professional services between LSU and the physician. Such malpractice insurance shall be provided in accordance with the State Medical Malpractice Act, LA R.S. 40:1299.39. LSU covenants to enter into a written contract with any physician providing professional medical services on LSU’s behalf at the OLOL Campus.

(ii) Tail Coverage. In the event that this Agreement is terminated or any of the LSU Personnel cease to provide services under this Agreement, if such professional liability insurance was obtained on a “claims made” basis rather than an “occurrence” basis, LSU shall either (a) purchase “tail” coverage to continue the professional liability insurance coverage with a minimum extended reporting period of three (3) years, or (b) continue the insurance coverage required by this section in the same form and with the same coverage limits, and shall furnish OLOL with appropriate documentation of such coverage.

(c) OLOL as Additional Insured. OLOL, its subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, and agents shall be included as

Additional Insureds on the Commercial General Liability coverage required to be maintained by LSU under this Agreement.

(d) Insurer Requirements. All required insurance policies and bonds shall be maintained with (i) insurance companies licensed within the State of Louisiana and holding an AM Best rating of no less than A-, VII by AM Best, (ii) through a captive insurance company acceptable to the Department of Insurance for the State of Louisiana, or (iii) the self-insurance program administered by ORM. Said policies shall contain a provision that the coverage will not be canceled or non-renewed, until at least thirty (30) days prior written notice has been provided to OLOL.

(e) Delivery of Certificates of Insurance. LSU shall deliver certificates in a customary form evidencing all terms of this Article of the Agreement, to OLOL, or its agent, simultaneously with the execution of these Agreements. Similar certificates shall be delivered evidencing the renewal or replacement of such insurance upon written request.

(f) Blanket Coverage. The Commercial General Liability insurance and any other insurance provided for in this Article may be maintained by means of a policy or policies of blanket insurance covering additional items or locations or insureds, provided, however that (a) the coverage afforded the indemnitors will not be reduced or diminished by reason of the use of such blanket policy(ies) of insurance; and (b) the requirements set forth in this Article of the Agreement are otherwise satisfied.

Section 6.2. Insurance Requirements of OLOL.

(a) Policies to be Provided. OLOL shall secure and keep in full force and effect and/or cause to be kept in effect, throughout the Term of this Agreement (and thereafter, if applicable) the following coverage at the sole cost and expense of OLOL:

(i) Commercial General Liability Insurance, including Contractual Liability (to specifically include coverage for the indemnification clauses of this Agreement relating to bodily injury, death or property damage), Broad Form Property Damage, Personal Injury Liability and Advertising Injury Liability, written on an occurrence form, with combined bodily injury and property damage limits of liability of no less than \$2,000,000 per occurrence, \$5,000,000 per location general aggregate. During construction of the Expansion of OLOL Inpatient Facility, Trauma Center and Medical Education Building, Products & Completed Operations Liability (including XCU coverage) shall also be required, with such coverage to be written on a "per project" basis and to contain a provision for an extension of coverage for two (2) years beyond the completion of the work under this Agreement. This extended coverage is to have a separate aggregate limit. This policy should not include any exclusions or limitations beyond the basic coverage of this form;

(ii) Automobile Liability Insurance, including owned, non-owned and hired car liability insurance for combined limits of liability of \$1,000,000 per occurrence;

(iii) Worker's Compensation Insurance providing statutory benefits for OLOL and its employees, and Employer's Liability coverage in an amount that is no less than \$1,000,000;

(iv) Property Coverage covering damage to, or loss of use of equipment of LSU to the extent of damage or loss due to the negligence or fault of OLOL and those for whom OLOL is legally liable;

(v) Directors and Officers Liability Insurance; and

(vi) Umbrella and/or Excess Liability insurance on an occurrence basis with limits of not less than \$5,000,000 per occurrence in excess of the limits provided by OLOL's Employer's Liability, Commercial General Liability and Automobile Liability insurance. The coverage terms of the Umbrella/Excess insurance must be at least as broad as the underlying Employer's Liability, Commercial General Liability and Automobile Liability terms and conditions. OLOL shall continue to maintain such insurance for a period of two (2) years following termination of this Agreement.

(b) Professional Malpractice Liability Insurance.

(i) Coverage of OLOL Personnel. OLOL shall provide professional malpractice liability insurance for OLOL Personnel providing professional health care services either by: (1) ensuring and maintaining throughout the Term of this Agreement, that OLOL and OLOL Personnel providing professional health care services are covered as qualified state health care providers in the Louisiana Patient's Compensation Fund under the provisions of the Louisiana Medical Malpractice Act, LSA R.S. 40:1299.41 et seq., or (2) obtaining and maintaining professional liability insurance covering OLOL and the OLOL Personnel providing professional health care services for professional liability claims made during the Term of this Agreement and after termination of the Agreement with minimum limits of \$1,000,000 per claim or occurrence and \$3,000,000 per annual aggregate.

(ii) Tail Coverage. In the event that this Agreement is terminated, if such professional liability insurance was obtained on a "claims made" basis rather than an "occurrence" basis, OLOL shall either (a) purchase "tail" coverage to continue the professional liability insurance coverage with a minimum extended reporting period of three (3) years, or (b) continue the insurance coverage required by this section in the same form and with the same coverage limits, and shall furnish LSU with appropriate documentation of such coverage.

(c) LSU as Additional Insured. LSU and its board members, officers, employees, and agents shall be included as Additional Insureds on the Commercial General Liability, Umbrella Liability and/or Excess Liability coverage required to be maintained by OLOL under this Agreement.

(d) Insurer Requirements. All required insurance policies and bonds shall be maintained with (i) insurance companies licensed within the State of Louisiana and holding an AM Best rating of no less than A-, VII, or (ii) through a captive insurance company providing

coverage under the laws of the State of Louisiana. Said policies shall contain a provision that the coverage will not be canceled or non-renewed, until at least thirty (30) days prior written notice has been provided to LSU.

(e) Delivery of Certificates of Insurance. OLOL shall deliver certificates in the customary form, i.e. Accord 25, except Accord 28 for Property Insurance, evidencing all terms of this Section of the Agreement, to LSU, or its agent, simultaneously with the execution of these Agreements. Similar certificates shall be delivered evidencing the renewal or replacement of such insurance, at least ten (10) days prior to the effective date of such renewal or change of insurer.

(f) Blanket Coverage. The Commercial General Liability insurance and any other insurance provided for in this Article may be maintained by means of a policy or policies of blanket insurance covering additional items or locations or insureds, provided, however that (a) the coverage afforded the indemnitors will not be reduced or diminished by reason of the use of such blanket policy(ies) of insurance; and (b) the requirements set forth in this Article of the Agreement are otherwise satisfied.

ARTICLE VII COOPERATIVE ENDEAVOR AGREEMENT

Section 7.1 Generally. This Agreement is subject to the terms of the CEA as it may be amended from time to time. To the extent that a conflict arises between this Agreement and the CEA, the terms of the CEA shall control. Capitalized terms used throughout this Agreement shall have the meanings set forth on Exhibit 1 of the CEA.

Section 7.2 CEA Controls. To the extent that a Party to this Agreement has a duty or obligation to the other Party by virtue of being a Party to the CEA, the obligated Party shall not be relieved of such duty or obligation because such duty or obligation is not set forth in this Agreement.

ARTICLE VIII GENERAL PROVISIONS

Section 8.1 Interpretation. In this Agreement, unless a clear contrary intention appears:

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (c) reference to any gender includes the other gender;

(d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(e) reference to any Legal Requirement means such Legal Requirement as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any Legal Requirement means that provision of such Legal Requirement from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;

(f) “hereunder,” “hereof,” “hereto,” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof;

(g) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term;

(h) “or” is used in the inclusive sense of “and/or”;

(i) with respect to the determination of any period of time, “from” means “from and including” and “to” means “to but excluding”;

(j) references to “day,” rather than the defined term “Business Day,” shall mean a calendar day; and

(k) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

Section 8.2 Legal Representation of the Parties. This Agreement was negotiated by the signatories hereto with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any signatory hereto shall not apply to any construction or interpretation hereof.

Section 8.3 Expenses. Except as otherwise provided in this Agreement, each Party to this Agreement will bear its respective fees and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement and the Contemplated Transactions, including all fees and expense of its representatives. If this Agreement is terminated, the obligation of each Party to pay its own fees and expenses will be subject to any rights of such Party arising from a Breach of this Agreement by another Party.

Section 8.4 Public Announcements. Any public announcement, press release or similar publicity with respect to this Agreement or the Contemplated Transactions will be issued, if at all, at such time and in such manner as OLOL and LSU mutually determine. Except with the prior consent of the other Party or as permitted by this Agreement, or as required by law, neither Party shall disclose to any Person any information about the Contemplated Transactions, including the status of such discussions or negotiations, the execution of any documents or any of the terms of the Contemplated Transactions or the related documents (including this

Agreement). OLOL and LSU will consult with each other concerning the means by which the Faculty and Residents and others having dealings with LSU GME Programs as well as the Medical Staff at OLOL will be informed of the Contemplated Transactions, and each party will have the right to be present for any such communication.

Section 8.5 Confidential Information.

(a) Restricted Use of Confidential Information. Subject to subsection (h) below, except as otherwise required by any Legal Requirement, each Receiving Party acknowledges the confidential and proprietary nature of the Confidential Information of the Disclosing Party and agrees that such Confidential Information to the extent allowed by law (i) shall be kept confidential by the Receiving Party; (ii) shall not be used for any reason or purpose other than to evaluate and consummate the Contemplated Transactions; and (iii) without limiting the foregoing, shall not be disclosed by the Receiving Party to any Person, except in each case as otherwise expressly permitted by the terms of this Agreement or with the prior written consent of an authorized representative of LSU with respect to Confidential Information of LSU or the OLOL CEO with respect to Confidential Information of OLOL. Each of LSU and OLOL shall disclose the Confidential Information of the other party only to its representatives who require such material for the purpose of evaluating the Contemplated Transactions and are informed by LSU or OLOL, as the case may be, of the obligations of this Article with respect to such information. Each of LSU and OLOL shall (iv) enforce the terms of this Article as to its respective representatives; (v) take such action to the extent necessary to cause its representatives to comply with the terms and conditions of this Article; and (vi) be responsible and liable for any Breach of the provisions of this Article by it or its representatives.

(b) Exceptions. Section 8.5(a) does not apply to that part of the Confidential Information of a Disclosing Party that a Receiving Party demonstrates (i) was, is or becomes generally available to the public other than as a result of a Breach of this Article or the Confidentiality Agreement by the Receiving Party or its representatives; (ii) was or is developed by the Receiving Party independently of and without reference to any Confidential Information of the Disclosing Party; or (iii) was, is or becomes available to the Receiving Party on a non-confidential basis from a third party not bound by a confidentiality agreement or any legal, fiduciary or other obligation restricting disclosure.

(c) Legal Proceedings. Subject to subsection (h) below, if a Receiving Party becomes compelled in any Proceeding or is requested by a Governmental Body having regulatory jurisdiction over the Contemplated Transactions to make any disclosure that is prohibited or otherwise constrained by this Article, that Receiving Party shall provide the Disclosing Party with prompt notice of such compulsion or request so that it may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Article. In the absence of a protective order or other remedy, the Receiving Party may disclose that portion (and only that portion) of the Confidential Information of the Disclosing Party that, based upon advice of the Receiving Party's counsel, the Receiving Party is legally compelled to disclose or that has been requested by such Governmental Body, provided, however, that the Receiving Party shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded by any Person to whom any Confidential Information is so disclosed. The provisions of this Section do not apply to any Proceedings among the Parties to this Agreement.

(d) Return or Destruction of Confidential Information. Except as required by any Legal Requirement, if this Agreement is terminated, each Receiving Party shall, to the extent allowed by law, (i) destroy all Confidential Information of the Disclosing Party prepared or generated by the Receiving Party without retaining a copy of any such material; (ii) promptly deliver to the Disclosing Party all other Confidential Information of the Disclosing Party, together with all copies thereof, in the possession, custody or control of the Receiving Party or, alternatively, with the written consent of the Disclosing Party, destroy all such Confidential Information; and (iii) certify all such destruction in writing to the Disclosing Party, provided, however, that the Receiving Party may retain a list that contains general descriptions of the information it has returned or destroyed to facilitate the resolution of any controversies after the Disclosing Party's Confidential Information is returned.

(e) Attorney-Client Privilege. The Disclosing Party is not waiving, and will not be deemed to have waived or diminished, any of its attorney work product protections, attorney-client privileges or similar protections and privileges as a result of disclosing its Confidential Information (including Confidential Information related to pending or threatened litigation) to the Receiving Party, regardless of whether the Disclosing Party has asserted, or is or may be entitled to assert, such privileges and protections. The Parties (i) share a common legal and commercial interest in all of the Disclosing Party's Confidential Information that is subject to such privileges and protections; (ii) are or may become joint defendants in Proceedings to which the Disclosing Party's Confidential Information covered by such protections and privileges relates; (iii) intend that such privileges and protections remain intact should either party become subject to any actual or threatened Proceeding to which the Disclosing Party's Confidential Information covered by such protections and privileges relates; and (iv) intend that after the consummation of the Contemplated Transactions the Receiving Party shall have the right to assert such protections and privileges. No Receiving Party shall admit, claim or contend, in Proceedings involving either Party or otherwise, that any Disclosing Party waived any of its attorney work-product protections, attorney-client privileges or similar protections and privileges with respect to any information, documents or other material not disclosed to a Receiving Party due to the Disclosing Party disclosing its Confidential Information (including Confidential Information related to pending or threatened litigation) to the Receiving Party.

(f) Trade Secret Protection. Any trade secrets of a Disclosing Party shall also be entitled to all of the protections and benefits under applicable trade secret law and any other applicable law. If any information that a Disclosing Party deems to be a trade secret is found by a court of competent jurisdiction not to be a trade secret for purposes of this Article, such information shall still be considered Confidential Information of that Disclosing Party for purposes of this Article to the extent included within the definition. In the case of trade secrets, each of LSU and OLOL hereby waives any requirement that the other Party submit proof of the economic value of any trade secret or post a bond or other security.

(g) HIPAA Override. Notwithstanding anything to the contrary in this Agreement, any Confidential Information which constitutes "protected health information" as defined in HIPAA shall be maintained by the Parties in accordance with the provisions of HIPAA and the rules and regulations promulgated thereunder, and such provisions, rules and regulations shall take precedence over any other provisions of this Agreement governing Confidential Information

to the extent there is a conflict between the terms of this Agreement and such provisions, rules and regulations of HIPAA and each Party will act in accordance therewith.

(h) Public Records Request. The financial and other records created by, for or otherwise belonging to OLOL shall remain in the possession, custody and control of OLOL regardless of whether, or the method by which, LSU reviews and/or audits such records in connection with the rights and obligations of this Agreement. LSU and OLOL consider records of OLOL to be proprietary to OLOL and, to the extent that OLOL makes any such records or documents available to LSU, such records shall be clearly marked as confidential and/or proprietary to indicate OLOL's position that such records or documents are not public records. To the extent a public records request is received by LSU pursuant to La. R.S. 44:1, et seq. (the "Public Records Act") which may include documents marked as confidential and/or proprietary to OLOL, LSU will use its best efforts to give notice to OLOL that LSU has received such a public records request prior to producing any documents considered to be proprietary to OLOL, and if such notice cannot be provided to OLOL before LSU is required to produce such documents, LSU shall provide notice to OLOL as soon thereafter as possible. In the event that OLOL objects to the production and believes that the records are not subject to production pursuant to the Public Records Act, OLOL will immediately so notify LSU in writing, and take such action as OLOL deems necessary to protect the disclosure of such records. OLOL will defend, indemnify and hold harmless LSU and its employees, officers, attorneys and agents from and against any costs, expenses, liabilities, attorneys fees, losses, damages, fines and/or penalties resulting from or relating to LSU's failure to produce such documents in response to a public records request.

Section 8.6 Notices. Except as otherwise provided in this Agreement, any notice, payment, demand, request or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be duly given by the applicable Party if personally delivered to the applicable Party, or if sent certified or registered mail, at its address set forth below If to LSU:

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

With a copy to:
General Counsel
Louisiana State University
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808

If to OLOL:

7777 Hennessy Boulevard
Suite 6002
Attn: Chief Executive Officer
Baton Rouge, LA 70808-4375

With a copy to:

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

or to such other address as such Party may from time to time specify by written notice to the other Party.

Any such notice shall, for all purposes, be deemed to be given and received:

- (i) if by hand, 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; or
- (iii) if given by certified mail, return receipt requested, postage prepaid, three (3) Business Days after posted with the United States Postal Service.

Section 8.7 Jurisdiction; Service of Process. Any Proceeding arising out of or relating to this Agreement or any Contemplated Transaction may be brought in the 19th Judicial District for the Parish of East Baton Rouge, Louisiana, or, if it has or can acquire jurisdiction, in the United States District Court for the Middle District of Louisiana, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such Proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court and agrees not to bring any Proceeding arising out of or relating to this Agreement or any Contemplated Transaction in any other court. The Parties agree that either or both 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. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world.

Section 8.8 Enforcement of Agreement; Legal Fees and Costs. Subject to the limitation on equitable or injunctive relief set forth in Section 13.2(c) and Section 13.3(d) of the CEA, each Party acknowledges and agrees that the other Parties would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any Breach of this Agreement by a Party could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which a Party may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent Breaches or threatened Breaches of any of the provisions of this Agreement, without posting any bond or other undertaking. In the event that either Party elects to incur legal expenses to enforce or interpret any provision of 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 any other relief to which such Party shall be entitled.

Section 8.9 Waiver; Remedies Cumulative. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. Neither any failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) any waiver or renunciation by one Party shall not affect the rights of or be applicable to the rights of any other Party; (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one Party will be deemed to be a waiver of any obligation of that Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

Section 8.10 Entire Agreement and Modification. This Agreement supersedes all prior agreements, whether written or oral, among the Parties with respect to its subject matter (including any memorandum of understanding between OLOL and LSU) and constitutes (along with the other documents delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by LSU and OLOL.

Section 8.11 Assignments, Successors and No Third-Party Rights. No Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, except that OLOL may collaterally assign its rights hereunder to any financial institution providing financing to OLOL. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section.

Section 8.12 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 8.13 Construction. The headings of Articles and Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Articles," and "Sections" refer to the corresponding Articles and Sections of this Agreement.

Section 8.14 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

Section 8.15 Governing Law. This Agreement will be governed by and construed under the laws of the State of Louisiana without regard to conflicts-of-laws principles that would require the application of any other law.

Section 8.16 Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

Section 8.17 Compliance with Health Care Laws. This Agreement is intended to comply with all Health Care Laws and nothing herein is intended to require, nor shall the Agreement be construed or interpreted as requiring, directly or indirectly, explicitly or implicitly, any Party to take any action that would violate any Health Care Law.

Section 8.18 Access to Records. To the extent that the services provided under this Agreement are deemed by the Secretary of the Department of Health and Human Services, the U.S. Comptroller General, or the Secretary's or Comptroller's delegate, to be subject to the provisions of Section 952 of Public Law 96-499, the Parties, until the expiration of four (4) years subsequent to the furnishing of services under this Agreement, shall make available, upon written request to the Secretary, the Comptroller, or any of their duly authorized representatives this Agreement, and the books, documents and records of the Parties that are necessary to certify the nature and extent of the charges to each Party. If any Party carries out any of its duties under the Agreement through a subcontract, with a value of \$10,000 or more over a twelve (12)-month period, with a related organization (as that term is defined with regard to a provider in 42 C.F.R. § 413.17(1)), such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization upon written request shall make available, to the Secretary, the Comptroller, or any of their duly authorized representatives the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. If any Party is requested to disclose any books, documents, or records relevant to this Agreement for the purpose of an audit or investigation relating directly to the provision of services under this Agreement, such Party shall notify the other Party of the nature and scope of such request and shall make available to the other Party, upon written request, all such books, documents, or records. This Section is included pursuant to and is governed by the requirements of federal law. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by the Parties or any of the Parties' representatives by virtue of this Agreement.

Section 8.19 Name and Trademark. Except as provided in this Agreement, no Party will use any other Party's name, symbol, or trademark in any marketing, advertising, or any other public communications without the prior written consent of such Party regarding the use of its name, symbol, or trademark.

Section 8.20 Medicare/Medicaid Participation. All LSU Personnel who are medical providers are participating in or otherwise authorized to receive reimbursement from Medicare and Medicaid. All necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked or assigned, and, to LSU's Knowledge, no condition exists or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such third-party payer program. No LSU Personnel is an Excluded Provider. In the event it is determined that any LSU Personnel is or becomes an Excluded Provider, that individual shall be prohibited from performing services under this Agreement.

Section 8.21 Discrimination Clause. OLOL agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and OLOL agrees to abide by the requirements of the Americans with Disabilities Act of 1990. OLOL agrees not to discriminate in its 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.

[Signatures on following page.]

IN WITNESS WHEREOF, OLOL and LSU have executed this Agreement as of the date first written above.

Witnesses:

**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND
MECHANICAL COLLEGE**, a public
constitutional corporation of the State of
Louisiana

By: _____
Dr. John V. Lombardi, President of
the Louisiana State University
System

Date: _____

**OUR LADY OF THE LAKE
HOSPITAL, INC.**, a Louisiana nonprofit
corporation

By: _____
K. Scott Wester, CEO

Date: _____

EXHIBIT A
COOPERATIVE ENDEAVOR AGREEMENT

EXHIBIT B
FORM OF MEDICARE GME AFFILIATION AGREEMENT

MAA SCHEDULE 4.1

OLOL is responsible solely for its relative share of compensation for resident stipends and fringe benefits. The term “relative share” shall be defined to mean the amount of time that the Residents are scheduled for time at OLOL. No fees shall be due with respect to Residents when they are not rotating through OLOL. Subject to the foregoing, OLOL shall pay LSU the following fees in support of the LSU GME Programs.

- Residents.
 - Stipends. Resident stipends according to LSUHSC House Officer pay scales plus 12.1% fringe benefit rate. OLOL will pay LSU, and LSU will pay the Residents. The 12.1% shall be increased according to LSU-HCSD standard, not to exceed 2 points per year (“Allowed Yearly Increase”). If LSU has any independent third party cost adjustments, those cost adjustment shall be passed on to OLOL.
 - Beeper fee: \$16 per month, per Resident FTE; paid directly to LSU.
 - Resident Administrative Fee: \$71 per month, per Resident FTE; paid directly to LSU subject to Allowed Yearly Increase.
- Supervision costs:
 - LSU Resident Faculty Salary = #FTE Residents x faculty salary x RRC ratio; where salary is AAMC Southern average of an associate professor plus provided fringe benefits on base compensation only, if applicable. OLOL will reimburse LSU supervision costs for all resident FTEs assigned to OLOL.
 - Program Directors Salary. 50% of the AAMC of Associate Professor level of Southern median compensation based on specialty
 - Program Coordinator. \$1,400 per Resident FTE per year.
- Overhead Costs = Total supervision cost x 15% (takes into account all FTEs assigned to OLOL).
- Facilities Costs = All amounts due from LSU to OLOL relative to the LSU Medical Education Building under that certain Ground Lease between OLOL and LSU referenced and attached as an Exhibit to the CEA.