

**AMENDED AND RESTATED  
COOPERATIVE ENDEAVOR AGREEMENT**

**BY AND AMONG**

**BIOMEDICAL RESEARCH FOUNDATION OF NORTHWEST LOUISIANA;**

**BRF HOSPITAL HOLDINGS, L.L.C.**

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

**AND**

**THE STATE OF LOUISIANA THROUGH THE DIVISION OF ADMINISTRATION**

**EFFECTIVE SEPTEMBER 30, 2013**



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**AMENDED AND RESTATED  
COOPERATIVE ENDEAVOR AGREEMENT**

**THIS AMENDED AND RESTATED COOPERATIVE ENDEAVOR AGREEMENT** (“Agreement”) is made and entered into effective the 30th day of September, 2013 (“Effective Date”), by and among the **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE** (“LSU”), a public constitutional corporation of the State of Louisiana, **BIOMEDICAL RESEARCH FOUNDATION OF NORTHWEST LOUISIANA**, a Louisiana nonprofit corporation (“BRF”), **BRF HOSPITAL HOLDINGS, L.L.C.** a Louisiana limited liability company (“BRFHH”), and the **STATE OF LOUISIANA**, through the Division of Administration (the “State”). (LSU, BRF, BRFHH and the State are sometimes individually referred to herein as “Party,” and collectively referred to as the “Parties”). Capitalized terms used but not otherwise defined in the Agreement shall have the meanings set forth on Exhibit 1.

**RECITALS**

WHEREAS, BRF is a nonprofit Louisiana corporation organized and existing under the laws of the State of Louisiana pursuant to LA R.S. 12:201, et seq.;

WHEREAS, BRFHH is a Louisiana limited liability company organized and existing under the laws of the State of Louisiana pursuant to LA R.S. 12:1301, et seq., having BRF as its sole member and as a result thereof being considered a disregarded entity for federal tax purposes;

WHEREAS, LSU is a public corporation created by La. Const. Art. VIII, Section 7, with duties and powers authorized by the laws of the State of Louisiana, and LSU’s 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, through the Louisiana State University Health Science Center at Shreveport (“LSUHSC-S”), a division under LSU’s supervision and management, is committed to educating medical and clinical professionals in Louisiana through accredited residency, fellowship and other graduate medical educational programs and undergraduate medical and allied health programs;

WHEREAS, LSUHSC-S operates the hospital facilities and associated outpatient clinics known as LSU Medical Center–Shreveport in Shreveport, Louisiana (“Shreveport Hospital”) and E.A. Conway Medical Center in Monroe, Louisiana (“E.A. Conway”) and together with Shreveport Hospital, referred to herein as the “Hospitals”);

WHEREAS, the Louisiana Division of Administration (“DOA”) is an agency existing within the Office of the Governor, within the executive branch of the State, with duties and powers established by law;

WHEREAS, the Louisiana Department of Health and Hospitals (“DHH”) is a department of the executive branch of the State with powers and duties established by law;

WHEREAS, LSU is obligated by Louisiana law pursuant to La. R.S. 17:1517 and La. R.S. 17:1518 to provide medical and surgical treatment for the Medically Indigent residents of Louisiana at the Shreveport Hospital and E.A. Conway;

WHEREAS, LSU, BRF, BRFHH and the State, recognize the need to work collaboratively and exercise their best efforts to secure funding from the State for the cost of services to uninsured patients at the Hospitals and to develop and maintain nationally recognized GME Programs with appropriate facilities, structure and funding (the “Collaborative”);

WHEREAS, the State’s purpose for this initiative, which is recognized by BRF, BRFHH and LSU, is to provide Medicaid recipients with integrated, coordinated care; management of chronic disease; improvement in access to preventive and diagnostic services for children and adults; and improved recipient satisfaction with access to care and the care experience and to provide the State with improved budget predictability;

WHEREAS, each Party has agreed to participate in and contribute to the Collaborative, and each Party will contribute significant financial and operational resources to the Collaborative to assure its success and achieve the purposes described in this Agreement;

WHEREAS, LSU has authority to grant a lease on the portion or portions of the grounds or campus of any college or university or of other immovable property under its supervision and management, for a term not to exceed ninety-nine years for each lease pursuant to L.A.R.S. 17:3361;

WHEREAS, the Louisiana Constitution in Article VII, Section 14(C) permits the State and its political subdivisions or political corporations to engage in cooperative endeavors with any public or private association, corporation or individual;

WHEREAS, the Parties previously entered into the Original CEA, pursuant to which various commitments and obligations were agreed to by the Parties;

WHEREAS, DHH did not receive approval from CMS in connection with the funding provisions contemplated by the Original CEA; and

WHEREAS, this Agreement shall supersede in totality the Original CEA entered into by and among the Parties and DHH as of the Effective Date.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, LSU, BRF, BRFHH and the State hereby agree as follows:

#### **ARTICLE I STATEMENT OF PUBLIC PURPOSE**

Section 1.1. Public Purpose of Cooperative Endeavor. In accordance with Article VII, Section 14(c) of the Louisiana Constitution, the Parties enter into this Agreement for the public purpose of maintaining an academic medical center in which the Parties continuously work in collaboration and are committed and aligned in their actions and activities, in a manner consistent with a sustainable business model and adequate funding levels, to serve the State and its citizens: (a) as a premier site for graduate medical education, capable of competing in the health care marketplace, comparable among its peers, with the goal of attracting the best faculty, residents and students, to enrich the State’s health care workforce and their training experience; (b) in fulfilling the State’s historical mission of assuring access to Safety Net Services to all citizens of the State, including its Medically Indigent, high risk Medicaid and State inmate populations; and (c) by focusing on and supporting the Key Service Lines, as defined and agreed by the Parties, necessary to assure high quality GME Programs and access to Safety Net Services.

Section 1.2. Contract Monitor. LSU shall appoint a contract monitor (the "Contract Monitor") whose role shall be to monitor the Parties' compliance with the terms of this Agreement. The Contract Monitor shall be an employee of LSU or a successor or related institution under the supervision of the LSU Board of Supervisors. The Contract Monitor's responsibilities with respect to this Agreement shall be to perform all public accountability and reporting functions in accordance with Legal Requirements. LSU may assign such other duties and responsibilities to the Contract Monitor as it may determine in its discretion.

## **ARTICLE II LEASE OF FACILITIES AND EQUIPMENT AND ASSET TRANSFER**

Section 2.1. BRFHH Lease of the Hospitals' Operations and Facilities. Contemporaneous with, and subject to the terms and conditions of this Agreement, LSU, the State and BRFHH shall enter into, the Master Hospital Lease Agreement in the form attached as Exhibit 2.1 ("Master Hospital Lease"). Under the Master Hospital Lease, LSU agrees to take all the necessary actions required to transfer operations of the Hospitals as going concerns and possession of the Hospitals' Facilities to BRFHH. The Master Hospital Lease shall include all property set forth in the Master Hospital Lease (the "Leased Premises"), but shall not include any liens, claims, security interests, charges, privileges, pledges, mortgages, deeds of trust or encumbrances ("Liens"), except as may be further described in the Master Hospital Lease. The rental payments to be paid by BRFHH for lease of the operations of the Hospitals as going concerns and the Hospital Facilities ("Rent") as set forth in the Master Hospital Lease will represent the fair market value of the Hospitals as going concerns, including the fair market value of the Hospital Facilities and the fair market value of the Transferred Assets.

Section 2.2. BRFHH Lease of Certain Equipment. Contemporaneous with and subject to the terms and conditions of this Agreement, LSU and BRFHH will enter into an Equipment Lease Agreement in the form attached as Exhibit 2.2 (the "Equipment Lease"), which will govern the lease of certain equipment necessary for BRFHH's operation of the Hospitals. The rental payments paid by BRFHH for the Hospital Equipment will represent fair market value, as set forth in the Equipment Lease.

Section 2.3. Asset Transfer. Upon the terms and subject to the conditions set forth in this Agreement, the Master Lease Agreement, and the Equipment Lease including but not limited to Section 13.3(b) following a Terminating Event, LSU will, effective as of the Commencement Date, deliver to BRFHH, the following assets and properties of LSU and the following assets and properties used or held for use in connection with the operation of the Hospitals, as the same exist on the Commencement Date (the "Transferred Assets"):

(a) Consumables and Inventory. All usable inventories of: (a) supplies, drugs, food, and other disposables; and (b) tangible assets valued at less than One Thousand and No/100 Dollars (\$1,000) and that are untagged and untracked by LSU and DOA, and are necessary for the operation of the Hospitals and that are on hand at the Hospitals as of the Commencement Date.

(b) Personal Property Leases. To the extent permitted by law and the terms of the underlying lease, the leases of tangible personal (corporeal movable) property used in connection with the operation of the Hospitals that are identified in Schedule 2.3(b) (to be attached on or before the Commencement Date) as to which LSUHSC-S is the lessee or sub-lessee (collectively, the "Personal Property Leases") shall be assigned to BRFHH.

(c) Assumed Agreements. To the extent assignable, all rights and interests of LSU or LSUHSC-S in the contracts, commitments, leases and agreements described in Schedule 2.3(c) (to be attached on or before to the Commencement Date) as to which LSU or LSUHSC-S is a party and that are utilized in the conduct of the Hospitals' operations.

(d) Permits. To the extent assignable, all Permits utilized in the operation of the Hospitals (including applications therefor) described in Schedule 2.3(d) (to be attached on or before to the Commencement Date).

(e) Books and Records. All Books and Records used or held for use in the operation of the Hospitals or otherwise relating to the Transferred Assets, other than the minute book or related corporate documents and corporate seal, if any, of LSUHSC-S (the "Books and Records").

(f) Claims. To the extent permitted by law, all rights of LSUHSC-S under any claims, warranties, guaranties, refunds, causes of action, rights of recovery, rights of set-off and rights of recoupment of every kind and nature relating to the Transferred Assets.

(g) Intellectual Property. To the extent permitted by law and necessary for the ordinary operations of the Hospitals, all intellectual property (including any trademarks or copyrights) of LSU used in connection with the operation of the Hospitals which intellectual property will be transferred via license to BRFH on terms comparable and consistent with the terms of this Agreement.

Section 2.4. Retained Liabilities. LSU will retain all liabilities arising in connection with the operation of the Hospitals prior to the Commencement Date, including, but not limited to, (a) all of the LSUHSC-S pension obligations, (b) any and all civil servant termination pay, unemployment obligations and other post-employment benefit obligations to civil servants; (c) all liabilities and obligations to any third party payors, including any governmental payors, arising in connection with the operation of the Hospitals prior to the Commencement Date; (d) all liabilities and obligations arising from the closing cost report to be prepared as a result of a change of ownership; and (e) all liabilities for professional liability (malpractice) claims arising in connection with the operation of the Hospitals prior to the Commencement Date (collectively the "Retained Liabilities").

### **ARTICLE III RESERVED**

### **ARTICLE IV CLINICAL SERVICES**

#### **Section 4.1. Teaching Services; Patient Admission.**

(a) Admissions to Teaching Service. LSU will provide attending and supervising physicians to patients admitted to services utilizing Residents and Fellows, subject to the capacity of the Resident teams. The LSUHSC-S Teaching Service, subject to its capacity requirements, agrees to meet its legal obligation to provide certain necessary patient care services to uninsured and underinsured patients. Capacity of an LSUHSC-S Teaching Service will be limited by the applicable ACGME standards for Resident-to-patient ratios for the particular LSUHSC-S Teaching Service. The number of Residents available to provide inpatient services through the LSUHSC-S Teaching Services at BRFH will be determined by the MAA, provided that such number will not be lower than the number of Residents available to provide inpatient services at the Hospitals on the Effective Date unless otherwise agreed by LSU and BRFH. In addition to



considerations to ensure the LSUHSC-S Teaching Services not exceed the maximum regulatory standards for Resident-to-patient ratios, patient admissions to the LSUHSC-S Teaching Services must also reflect the need for adequate patient volumes to meet the minimum ACGME or regulatory standards for Resident-to-patient ratios. Therefore, a sufficient volume of admissions must be maintained to at least the levels adequate to support the current GME programs provided at the Hospitals prior to the Effective Date.

(b) Physician Coverage. The Parties will use good faith efforts to develop mutually acceptable arrangements to provide for physician coverage for uninsured or underinsured patients who are not admitted to the LSU Teaching Service; provided, however, that priority access to beds is based on acute patient needs and secondarily shall give preference to faculty physicians for patient admissions. Any such arrangements must comply with all applicable Legal Requirements and Health Care Laws.

Section 4.2. BRFHH Uncompensated and Charity Care Obligations. Recognizing: (a) the State's historical commitment to providing free or reduced cost health care to the uninsured and Medically Indigent populations, as defined by Louisiana law; and (b) LSU's mission of providing access to high quality medical care for all patients, the Medically Indigent and uninsured populations, within available financing and approved budgets, and (c) the need to support the AMC's education and training mission, BRFHH agrees, subject to the good-faith determination by the BRFHH Board of Managers and consistent with the mission of BRFHH, to provide free or reduced cost health care to Medically Indigent and uninsured patients of the Hospital in accordance with a charity care policy that is consistent in all material respects with LSU's current policy for determining eligibility for free or reduced cost health care services at the Hospitals, which may be amended from time-to-time by LSU or BRFHH with proper notice to LSU in a manner consistent with the Public Purpose.

Section 4.3. Care for High-Risk Medicaid Patients. Recognizing LSU's traditional role as a high-volume provider of health care services to patients covered by Medicaid, particularly medically complex and otherwise high-risk Medicaid patients, and the AMC's capability and capacity to provide specialized physician and hospital care not always readily available to these patients in the private sector, BRFHH will work in good faith to make available the Key Services Lines as described in this Article IV to high-risk Medicaid patients in accordance with the terms of this Agreement, subject to the good-faith determination by the BRFHH Board of Managers and consistent with the mission of BRFHH.

Section 4.4. Mental Health. LSU and BRFHH will work cooperatively with the Northeast Louisiana Service Office and the Northwest Louisiana Service Office and DHH Office of Mental Health to address the ongoing provision of mental health services in the Service Area.

Section 4.5. Inmate Care. Subject to an agreement with the Department of Corrections pursuant to which BRFHH will receive reasonable reimbursement from the Louisiana Department of Corrections, BRFHH, with the support of LSU, will provide medically necessary health care to inmates. In the event BRFHH does not receive reasonable reimbursement from the Louisiana Department of Corrections, it may suspend the provision of health care services to inmates, and the State shall arrange for alternative sources of medically necessary health care until such time as reasonable reimbursement is provided to BRFHH by the Louisiana Department of Corrections for such medically necessary services. Suspension of care to inmates due to lack of reasonable reimbursement from the Louisiana Department of Corrections for such services shall not constitute a violation of this Agreement. Subject to the good-faith determination by the BRFHH Board of Managers and consistent with the mission of BRFHH, BRFHH will make commercially reasonable efforts to assure telemedicine capability is available to LSU in accordance with Section 4.8 for use in providing cost-effective, medically necessary health care to State inmates.

Section 4.6. Core Services. Core Services are those services currently being provided to the North Louisiana Region through the Hospitals and identified as Core Services in the MAA (collectively, the "Core Services"). The Parties acknowledge and agree that BRFHH shall continue to provide the Core Services through the Hospitals or other facilities in the community on and after the Commencement Date at reasonably comparable levels, taking into account normal hospital operations and capacity fluctuation, subject to the terms and conditions of the MAA and the good-faith determination by the BRFHH Board of Managers and consistent with the mission of BRFHH. BRFHH may limit or reduce (but shall not discontinue) the provision of one or more Core Services outside the scope of normal hospital operations and capacity fluctuations (hereinafter referred to as a "Core Service Adjustment") if it reasonably determines that the continued provision of such services at such levels will materially and adversely impact BRFHH or its subsidiaries or affiliates and that the limitation or reduction will not materially and adversely impact the Public Purpose per Article I of this Agreement in light of community need, patient access, cost and available resources (hereinafter collectively referred to as the "Community Access Standards"). In the event BRFHH makes such determination, it will provide advance written notice to LSU of its intention to make a Core Service Adjustment, which shall include a description of BRFHH's basis for the same (a "BRFHH Core Service Adjustment Notice"). LSU may, within ten (10) days of a BRFHH Core Service Adjustment Notice, request to meet with BRFHH regarding BRFHH's determination to make a Core Service Adjustment (a "LSU Core Service Request"). In the event LSU provides BRFHH with an LSU Core Service Request, LSU and BRFHH shall work together in good faith for a period of thirty (30) calendar days in an effort to develop an effective means of maintaining the provision of those services to be limited or reduced by BRFHH as described in the BRFHH Core Service Adjustment Notice. In the event that LSU and BRFHH are not able to resolve the issues described in the BRFHH Core Service Adjustment Notice within such thirty (30) day period, BRFHH by affirmative vote of its Board of Managers, taking into account the Community Access Standards, may commence to limit or reduce the Core Service(s) consistent with the BRFHH Core Service Adjustment Notice. Any limitation or reduction of the Core Services implemented in good faith by BRFHH in accordance with this Section 4.6, giving reasonable consideration to the Community Access Standards, shall not be deemed materially inconsistent with the Public Purpose as provided in Section 13.4.

Section 4.7. Key Service Lines. Key Service Lines are those services that are critical not only to comprehensive patient care, but also to the mission of providing robust medical education and clinical research experiences. The Parties acknowledge and agree that the clinical service lines identified in the MAA (collectively, the "Key Service Lines") constitute Key Service Lines. LSU and BRFHH agree that, subject to the terms and conditions of the MAA and the good-faith determination by the BRFHH Board of Managers and consistent with the mission of BRFHH, the Hospitals will offer a baseline of services in the Key Service Lines at least at the level provided at the Hospitals on the Commencement Date as agreed upon by BRFHH and LSU (the "Key Service Baseline"), and will work collaboratively with LSU to grow the Key Service Lines above the Key Service Baseline with a financially sustainable payer mix sufficient to support such growth. BRFHH may in its sole discretion, limit or reduce the provision of one or more Key Service Lines if its Board of Managers determines in its sole discretion that the continued provision of such services will materially and adversely impact BRFHH or its subsidiaries or Affiliates (hereinafter referred to as a "Key Service Line Adjustment"), provided, however, that BRFHH shall not reduce any Key Service Line below the minimum requirement necessary to maintain a GME Program that is based on such Key Service Line. In the event BRFHH makes a determination that the continued provision of such services will materially and adversely impact BRFHH or its subsidiaries or Affiliates, it will provide advance written notice to LSU of its intention to make a Key Service Line Adjustment, which shall include a description of BRFHH's basis for the same (a "BRFHH Key Service Line Adjustment Notice"). LSU may, within ten (10) days of a BRFHH Key Service Line Adjustment Notice, request to meet with BRFHH regarding

BRFHH's determination to make a Key Service Line Adjustment (a "LSU Key Service Line Request"). In the event LSU provides BRFHH with an LSU Key Service Line Request, LSU and BRFHH shall work **together** in good faith for a period of thirty (30) calendar days in an effort to develop an effective means of maintaining the provision of those services to be limited or reduced by BRFHH as described in the BRFHH Key Service Line Adjustment Notice. In the event that LSU and BRFHH are not able to resolve the issues described in the BRFHH Key Service Line Adjustment Notice within such thirty (30) day period, BRFHH may commence to limit or reduce the Key Service Line(s) consistent with the BRFHH Key Service Line Adjustment Notice. Any limitation or reduction of the Key Service Lines implemented in good faith by BRFHH in accordance with this Section 4.7 shall not be deemed materially inconsistent with the Public Purpose as provided in Section 13.4.

Section 4.8. Telemedicine LSU and BRFHH will make commercially reasonable effort to provide the physician support and BRFHH will provide the infrastructure support, subject to the good-faith determination by the BRFHH Board of Managers and consistent with the mission of BRFHH, necessary to build and maintain the Hospitals' telemedicine program. LSU and BRFHH will make commercially reasonable efforts to collaborate to grow the Hospitals' telemedicine program, provided that a sustainable business model can be created and consistent with available financial resources, to serve patients in remote locations and fulfill the Hospitals' role as a regional referral center within the AMC.

Section 4.9. Closure; Reduction of Services. BRFHH will not close the Hospitals or the Hospitals' emergency rooms or reduce services except in compliance with any applicable Legal Requirements.

Section 4.10. Training Affiliations. BRFHH and LSUHSC-S agree to work cooperatively to keep in place and expand the affiliations the Hospitals currently have with the many colleges, universities and technical schools providing training of allied healthcare professionals.

## **ARTICLE V CAPITAL COMMITMENTS**

In addition to any rights and obligations contained in this Agreement, the rights and obligations of the Parties regarding the leased facilities and equipment shall be subject to the terms and conditions of the Master Hospital Lease and the Equipment Lease. The Parties commit to approaching facility improvement and development at Shreveport Hospital in general accord with the Master Facilities Plan effective April 2013, as amended from time to time, to be attached on or before the Commencement Date as Schedule 5(a), or as otherwise recommended by BRFHH. BRFHH shall be responsible for procuring all necessary governmental permits and approvals necessary to construct or renovate the Hospitals, including approvals of the Office of Facilities Planning & Control in the DOA. The DOA commits to fund and complete any projects at the Hospitals as identified in Schedule 5(b) and approved prior to the Commencement Date under the State Capital Outlay program, subject to approval by the State Bond Commission.

## **ARTICLE VI PERSONNEL**

Section 6.1. Compensation and Benefits. LSU will be solely responsible for all compensation, benefits and other consideration to be paid to or received by the LSU Personnel. BRFHH's obligations to reimburse LSU for such costs shall be set forth in the MAA or other professional services agreements.

Section 6.2. Employee Matters

(a) Termination of Employment by LSU. LSU will timely file a layoff plan (the "Layoff Plan") with the Louisiana Civil Service Commission that will provide for the layoff or transition of certain Hospital employees, subject to the approval of the Louisiana Civil Service Commission, as of 11:59 p.m. on the day before the Commencement Date.

(b) Offers of Employment. LSU Hospital employees may apply to BRFHH for employment and BRFHH may offer employment to such LSU Personnel as BRFHH, in its discretion, deems necessary for the operation of the Hospitals. At any time prior to the Commencement Date, BRFHH may communicate with any of the Hospital employees to the extent necessary to allow such LSU employees to apply for employment, to offer employment and to otherwise reasonably permit BRFHH to satisfy its obligations under this Section 6.2(b).

(c) BRFHH Terms and Conditions of Employment. All LSU Hospital employees offered employment by BRFHH shall be hired on an at-will basis for job classifications and job descriptions established by BRFHH, and shall be employed subject to terms and conditions established by BRFHH.

(d) Employee Assistance. BRFHH shall establish a website or other mechanism through which LSU Hospital employees may apply for positions at BRFHH. In addition, LSU shall arrange for the Louisiana Workforce Commission ("LWC") to host a job fair at the Hospitals. BRFHH, as well as other public and private sector employers, shall conduct on-site interviews at the job fair. LSU may arrange for Louisiana Rehabilitation Services within the LWC to participate in the job fair and provide individual assistance and guidance to employees in response to the implications of an impending layoff. Other agencies or entities that may participate in the job fair include: (i) the LACHIP program within DHH to inform and offer assistance and services to LSU Personnel that may qualify; (ii) the Louisiana State Employees Retirement System; and (iii) banking institutions and credit unions. LSU will provide LSU Hospital employees with a "Frequently Asked Questions" document regarding the civil service process, retirement benefits and health benefits.

(e) LSU Wages, Other Compensation and Employee Benefits. LSU shall retain all liabilities and obligations in respect of past, present and future employees of LSU, including but not limited to the Hospitals employees, for wages and other compensation, under any LSU Benefit Plans and under applicable Laws. Without limiting the generality of the foregoing, BRFHH shall have no liability or obligation whatsoever under any LSU Benefit Plans and/or for any wages and other compensation that may be due to LSU Hospital employees including any past, present and future employees of LSU.

(f) Employee Information. Subject to applicable legal restrictions, BRFHH and LSU shall provide each other, in a timely manner, with any information which the other may reasonably request with respect to: (i) any LSU Personnel or, after the Commencement Date, any Person employed by BRFHH who formerly was an employee of LSU; (ii) his or her employment with and compensation from LSU or BRFHH; or (iii) rights or benefits under any employee plan or any personnel policy of LSU.

**ARTICLE VII  
MASTER COLLABORATIVE AGREEMENT**

Subsequent to the Effective Date and consistent with the terms of this Agreement, but prior to or contemporaneously with the Commencement Date, LSU, BRFH and BRF will enter into a Master Collaborative Agreement (the "MCA") to address key operational issues related to the transition of the Hospitals from LSU to BRFH in accordance with this Agreement. The MCA shall address, without limitation, the mutually agreeable terms and conditions under which:

(a) Provider Numbers. BRFH shall accept: (i) the Shreveport Hospital's Medicare Provider Agreements and corresponding provider numbers 19-0098 and 19-S098; (ii) the Shreveport Hospital's Medicaid Provider Agreements and corresponding provider numbers 1737712 and 1705675; (iii) E.A. Conway's Medicare Provider Agreements and corresponding provider numbers 19-0011 and 19-S011; and (iv) E.A. Conway's Medicaid Provider Agreements and corresponding provider numbers 1720372 and 1705128 (the foregoing collectively the "Provider Agreements");

(b) Professional Services. BRFH shall contract with LSU and/or an LSUHSC-S Faculty Practice Organization to obtain the services of LSU physicians and related services necessary to provide patient care in the Hospitals and their provider-based outpatient clinics;

(c) Accountable Care Services. BRFH shall have the option to contract with LSU for data warehouse, disease management and related health care effectiveness services designed to improve quality and patient outcomes, and reduce to cost of health care services, particularly among the uninsured and high risk Medicaid populations;

(d) Medical Staff. In accordance with policies and procedures to be determined by the BRFH Board of Managers, the Hospitals' current medical staffs will be credentialed and/or recertified by BRFH's governing body upon transition of the Hospitals to BRFH;

(e) Medical Records. The Parties will arrange for BRFH to become the custodian of the Hospitals' patient records for the period prior to the Commencement Date and maintain such records in accordance with the Legal Requirements, provided that LSU and its agents and attorneys shall have access to such records as needed for litigation and other appropriate purposes in accordance with the Legal Requirements;

(f) Transition Support Services. BRFH shall contract with LSU for certain support services during a transition period, including, without limitation, certain information technology, billing and collections, and other support and maintenance services.

**ARTICLE VIII  
REPRESENTATIONS AND WARRANTIES OF LSU**

LSU and LSUHSC-S represent and warrant that, as of the Effective Date:

Section 8.1. Organization: Standing. The Board of Supervisors for LSU is a public corporation organized under the constitution and laws of the State of Louisiana. LSU is validly existing and in good standing under the laws of the State of Louisiana, with full power and authority to perform all of its obligations under this Agreement.

Section 8.2. Enforceability; Authority; No Conflict. Subject to the approvals set forth on Schedule 8.2:

(a) This Agreement and any and all agreements, documents and instruments to which LSU is a party and which are executed and delivered by LSU pursuant to this Agreement constitute the legal, valid and binding obligations of LSU, enforceable against LSU in accordance with its terms. LSU has the power and authority to execute and deliver this Agreement and such other agreements, documents and instruments to which it is a party and such actions have been duly authorized by all necessary action by LSU's Board of Supervisors. A copy of the authorizing consent resolution or meeting minutes as certified by LSU's board secretary is attached as Exhibit 8.2(a).

(b) Neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions will, directly or indirectly, with or without notice or lapse of time:

(i) Breach any resolution adopted by the LSU Board of Supervisors;

(ii) Cause BRFH or BRF to become subject to, or to become liable for the payment of, any Liability of LSU; or

(iii) Result in the LSUHSC-S GME Programs violating any rules, policies, procedures or accreditation requirements of ACGME or otherwise result in: (1) the LSUHSC-S GME Programs ceasing to be accredited by ACGME; (2) the LSUHSC-S GME Programs ceasing to be funded by the State; or (3) LSU ceasing to comply with or satisfy any CMS reimbursement requirements or regulations applicable to the LSUHSC-S GME Programs.

(c) LSU warrants that it will not take any action, fail to take any action, enter into any agreement or consummate any transaction that would prevent LSU from performing the Contemplated Transactions or performing its obligations under this Agreement or any agreement, document or instrument to which it is a party and which is executed and delivered in connection with this Agreement or otherwise materially and adversely affect the Hospitals or the LSUHSC-S GME Programs without the prior written consent of an authorized representative of BRFH.

Section 8.3. Employee Benefits. To LSU's Knowledge, no event has occurred that would result in, and consummation of the Contemplated Transactions shall not result in, BRFH incurring any Liability for any Benefit Plan of LSU or to any employee of LSU with respect to such Benefit Plan of LSU or to any employee of LSU with respect to such Benefit Plans, to the extent such plans are established and administered by LSU. LSU has and will comply with all of the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") with respect to all of its employees, including but not limited to the LSU Personnel, before and after the Commencement Date.

Section 8.4. Compliance with Laws. To LSU's Knowledge, LSU Personnel have operated the Hospitals and the LSUHSC-S GME Programs in material compliance with all applicable Legal Requirements, including applicable Health Care Laws. To LSU's Knowledge, in connection with LSU's operation of the Hospital and LSUHSC-S GME Programs: (i) neither LSU nor any LSU Personnel has received or made any payment or any remuneration whatsoever to induce or encourage the referral of patients or the purchase of goods and/or services as prohibited under any state law or Health Care Law; and (ii) no Governmental Body or third party payer has formally alleged in writing, and LSU has not received any written or other notice of, any violation of any Health Care Law within the last five (5)

years. Without limiting the generality of the foregoing:

(a) Permits, Licenses and Accreditation. The Hospitals have all permits and licenses and other governmental authorizations required by all Legal Requirements and are not in violation of any of said permitting or licensing requirements. The Hospitals are owned and duly licensed by the State and operated by LSU as general acute care hospitals. LSU has all permits and licenses necessary for the proper operation of the Hospitals and LSUHSC-S GME Programs, including valid Medicare provider numbers. The LSUHSC-S GME Programs are accredited by ACGME and, to LSU's Knowledge, are in compliance in all material respects with the ACGME requirements necessary for accredited GME Programs.

(b) Medicare/Medicaid Participation. The Hospitals and 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, or the obligation to make any repayment with respect to any federal health care program. None of the LSU Personnel is an Excluded Provider.

(c) Fraud and Abuse. Neither the Hospitals nor, to LSU's Knowledge, LSU Personnel have engaged in any activities that are prohibited under any Health Care Law, or the regulations promulgated thereunder pursuant to such statutes, or related state or local statutes or regulations, or which are prohibited by rules of professional conduct, including the following: (i) knowingly and willfully making or causing to be made a false statement or representation of a fact in any application for any benefit or payment; (ii) knowingly and willfully making or causing to be made any false statement or representation of a fact for use in determining rights to any benefit or payment; (iii) knowingly and willingly concealing any event affecting the initial or continued right to receive any benefit or payment with intent to fraudulently secure such benefit or payment in an amount or quantity greater than that which is due or which is authorized; or (iv) knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration: (1) in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid; or (2) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. LSU is not a party to any Corporate Integrity Agreement or similar settlement, compliance or oversight agreement with any Governmental Body relating to LSU's services provided at the Hospitals.

Section 8.5. Legal Proceedings; Orders. There is no pending Proceeding that challenges, any of the Contemplated Transactions. There is no Order to which LSU is subject that would limit or affect LSU's ability to enter into this Agreement or consummate the Contemplated Transactions.

Section 8.6. Insurance; Malpractice. All clinical LSU Personnel have been continuously insured for professional malpractice claims during the lesser of: (a) the last three (3) years; or (b) the period during which such LSU Personnel has been authorized to provide professional medical services on behalf of LSU. All clinical LSU Personnel are qualified "state health care providers" as defined in LA R.S. 40:1299.39, *et seq.*, and are thus named insureds covered under the State's professional liability insurance administered through the Office of Risk Management. To the best of LSU's knowledge, none

of the LSU Personnel is in default with respect to any provision contained in any policy covering the professional acts of such LSU Party and none of them has failed to give any notice or present any claim under any such policy in a due and timely fashion. LSU has maintained in effect and continues to maintain in effect such other policies of insurance as are customary for an academic medical center of size and scope of the operations of LSU, with such limits and other terms of coverage as are commercially reasonable for an academic medical center similar in size and scope to LSU.

**Section 8.7. Taxes**

(a) **Examinations.** With respect to the Hospitals, LSU has, to its Knowledge filed, all federal, state, county and local tax returns it is required to file, including, without limitation, income, sales, single business, payroll, premium, withholding, informational, real estate, school and, personal property tax returns, required to be filed and, such returns have been duly prepared and filed and were true, correct, and complete. All taxes due by reason of the operations conducted by LSU with respect to the Hospital have, to LSU's Knowledge, been paid, including, without limitation, all taxes which LSU is obligated to withhold from accounts owing to employees, creditors, and third parties. There is no tax lien, whether imposed by any federal, state, county or local taxing authority outstanding against the assets, properties or businesses of LSU as they relate to the Hospitals. Other than regular property assessments, there is no pending examination or proceeding by any authority or agency relating to the assessment or collection of any such taxes, interest, or penalties thereon, nor to LSU's Knowledge do there exist any facts that would provide a basis for any such assessment. With respect to the Hospitals, LSU has not filed any consent or agreement to extend the period for assessment or collection of any such taxes.

(b) **Federal Tax Exemption.** Except as set forth in Schedule 8.7(b), each Hospital is exempt from Federal income tax and each Hospital is a "hospital" within the meaning of Section 170(b)(1)(A)(iii) of the Code. LSU is not aware of any proceeding, pending or threatened, or of any existing circumstances, which could reasonably be anticipated to result in the loss or revocation of any of the aforementioned exemptions held by LSU or the imposition of tax liability which would have a Material Adverse Effect on the business and operations of the Hospital.

**Section 8.8. Contracts and Other Commitments**

(a) **Material Agreements.** As of the Effective Date, LSU has provided or it will promptly thereafter provide to BRFHH copies of all material written agreements and all material oral understandings including, but not limited to, all material provider contracts, material management agreements, material leases and material services contracts to which the Hospitals will be subject on the Commencement Date (collectively, the "Material Contracts"). For the purposes of this Section 8.8, the term "material" shall mean any agreement or understanding having an aggregate value of at least Fifty Thousand Dollars (\$50,000), and each such agreement or obligation is listed in Schedule 8.8(a).

(b) **List of Health Care and Other Agreements.** Schedule 8.8(b) lists the following contracts, agreements and understandings, whether or not the same have been reduced to writing and whether or not the same constitute a Material Contract: (i) all agreements with health care providers from which the Hospitals receive referrals of patients; (ii) all agreements involving or affecting the Hospitals that are not terminable by LSU upon twelve (12) months or less notice; and (iii) all joint venture, partnership, residency training agreement or affiliation agreements involving or affecting the Hospitals.



(c) Enforceability of Material Contracts. To LSU's Knowledge, each Material Contract is a valid and binding obligation of the parties thereto, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally and except for limitations upon the availability of equitable remedies, including specific performance.

Section 8.9. Reimbursement Contracts. Neither DHH nor CMS, during the past five (5) years, has refused to enter into or has terminated any participation agreement pursuant to which the Hospitals were entitled to reimbursement for services or facilities provided to patients. LSU is a party to contracts with Medicare and Medicaid with respect to payment for services to beneficiaries and is eligible to participate therein, which contracts and certification are currently in full force and effect, and, to LSU's Knowledge, no event has occurred which, with or without the giving of notice or passage of time or both, would constitute a material default thereunder. Cost Reports.

(a) Cost Reports; Copies; Filing; Disputes. LSU has delivered to BRF true and exact copies of: (i) all cost reports that LSU has filed with Medicare and Medicaid for the last five (5) years with respect to the Hospitals, as well as all correspondence and other documents relating to any disputes and/or settlements with Medicare or Medicaid within the last five (5) years regarding the Hospitals; and (ii) all appraisal reports, surveys or other documents which evaluate or describe any of the assets of any of the Hospitals. The Medicare and Medicaid cost reports of the Hospitals were filed when due. Except for disputes between LSU and the intermediary which concern the payment of an individual claim (as opposed to such disputes concerning the right of LSU to receive Medicare or Medicaid reimbursement generally or to participate in the Medicare or Medicaid programs), there is no dispute between LSU and any governmental authorities or the Medicare fiscal intermediary regarding such cost reports other than with respect to adjustments thereto made in the ordinary course of business which do not involve amounts in excess of One Hundred Thousand Dollars (\$100,000) in the aggregate.

(b) Medicare and Medicaid Certification. With respect to the Hospitals, LSU has met and does meet, without material exception, the conditions for participation in the Medicare and Medicaid programs, and LSU does not have Knowledge of any pending or threatened proceeding or investigation under such programs involving the Hospitals or any basis for the revocation or limitation on such participation. There is no pending or to LSU's Knowledge, threatened criminal, civil, or administrative action, audit, or investigation by a fiscal intermediary or by the federal government with respect to the Hospitals, which could reasonably be anticipated to affect adversely the right of the Hospital to receive Medicare and Medicaid reimbursement or to participate in the Medicare and Medicaid programs, or which could reasonably be anticipated to otherwise have an adverse effect on the receipt of Medicare and Medicaid reimbursement by the Hospitals.

Section 8.11. Interim Changes. Except as set forth in Schedule 8.11, after March 31, 2013, there has not been:

(a) Any change in the financial condition, assets, liabilities, properties or results of operation of either Hospital that has or would reasonably be expected to have, in the aggregate, a Material Adverse Effect on such Hospital;

(b) Any damage, destruction or loss with respect to either Hospital, whether or not covered by insurance, that has or would reasonably be expected to have, in the aggregate, a Material Adverse Effect on such Hospital;

(c) Any disposition of any property, rights or other assets owned by or employed by either Hospital, other than in the ordinary course of business, that has or would reasonably be expected to have, in the aggregate, a Material Adverse Effect on such Hospital; or

(d) Any amendment or termination of any Material Contract of either Hospital that has or would reasonably be expected to have, in the aggregate, a Material Adverse Effect on such Hospital or the Provider Agreements.

Section 8.12. Full Disclosure. No representation or warranty made by LSU in this Agreement contains or will contain any untrue statement of fact or omits or will omit to state a fact necessary to make the statements contained herein or therein not misleading.

#### **ARTICLE IX REPRESENTATIONS AND WARRANTIES OF THE STATE**

The State, through DOA, represents and warrants that, as of the Effective Date:

Section 9.1. Organization; Standing. The State of Louisiana has full power and authority to perform its obligations under this Agreement. DOA is an agency within the Office of the Governor, validly existing under the laws of Louisiana, with full power and authority to perform its obligations under this Agreement. Enforceability; Authority; No Conflict. This Agreement and any and all agreements, documents or instruments to which the State is a party and which are executed and delivered by the State pursuant to this Agreement constitute the legal, valid and binding obligations of the State, enforceable against the State in accordance with its terms.

(b) DOA has the absolute and unrestricted right, power and authority to execute and deliver such other agreement, documents or instruments related to this Agreement to which it is a party on behalf of the State, if any, and to perform obligations on behalf of the State under such other agreements, or documents, if any.

(c) Neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions hereby will, directly or indirectly, with or without notice or lapse of time:

(i) Breach any provision of any of the governing statutes or authorities of DOA;

(ii) To the State's Knowledge, give any Governmental Body or other person the right to validly challenge any of the Contemplated Transactions, or to exercise any remedy or obtain any relief under, any Legal Requirement to which the State or DOA may be subject;

(iii) Contravene, conflict with or result in a violation or breach of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that is held by the State or DOA; or

(iv) Cause BRFH or BRF to become subject to, or to become liable for the payment of, any Liability of the State or DOA.

(d) The State, through DOA, warrants that it will not take any action, fail to take any action, enter into any agreement or consummate any transaction that would prevent the State or DOA from performing the Contemplated Transactions or performing its obligations under this Agreement or any agreement delivered in connection with this Agreement or otherwise have a Material Adverse Effect on the Hospitals without the prior written consent of an authorized representative of BRFH.

Section 9.3. Employee Benefits. No event has occurred that would result in, and consummation of the Contemplated Transactions shall not result in, BRFH incurring any Liability for any Benefit Plan of the State or to any employee of the State with respect to such Benefit Plans.

Section 9.4. Legal Proceedings; Orders. To DOA's and the State's Knowledge, there is no Order to which the State or DOA is subject that would limit or affect the State's ability to enter into this Agreement or the State's or DOA's ability to consummate the Contemplated Transactions.

Section 9.5. Full Disclosure. No representation or warranty made by the State, through DOA, in this Agreement contains or will contain any untrue statement of fact or omits or will omit to state a fact necessary to make the statements contained herein or therein not misleading.

## ARTICLE X BRFH REPRESENTATIONS AND WARRANTIES

BRFH represents and warrants that, as of the Effective Date:

Section 10.1. Organization; Standing. BRFH is a Louisiana limited liability company. BRFH is validly existing and in good standing under the laws of the State of Louisiana, with full power and authority to perform all its obligations under this Agreement.

Section 10.2. Enforceability; Authority;

(a) This Agreement and any and all agreements, documents and instruments to which BRFH is party and which are executed and delivered by BRFH pursuant to this Agreement constitute the legal, valid and binding obligations of BRFH, enforceable against it in accordance with its terms, subject as to enforcement of remedies to the discretion of courts in awarding equitable relief and to applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting the rights of creditors generally.

(b) BRFH has the requisite power and authority to execute and deliver this Agreement any and all agreements, documents and instruments to which BRFH is party and which are executed and delivered by BRFH pursuant to this Agreement, and such action have been duly authorized by all necessary action by the BRFH Board and its sole member. A copy of the authorizing resolutions or certified meeting minutes are attached as Exhibit 10.2(b).

(c) Neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions will, directly or indirectly, with or without notice or lapse of time:

(i) Breach: (1) any provision of any of the governing documents of BRFHH, including the Articles of Organization or the Operating Agreement; or (2) any resolution adopted by the BRFHH Board of Managers;

(ii) Contravene, conflict with or result in a violation or breach of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that is held by BRFHH;

(iii) Result in the creation of any lien, charge, or encumbrance of any kind against BRFHH's assets except as contemplated therein or the acceleration of any indebtedness or other obligation of BRFHH;

(iv) Be prohibited by, materially violate or conflict with any provision of, or constitute a default under or a breach of: (1) any judgment, decree, order, regulation or rule of any court or regulatory authority applicable to BRFHH; or (2) any law, statute, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental authority or arbitration tribunal to which BRFHH is subject; or

(v) Have a Material Adverse Effect upon any contract, lease, agreement, indenture, mortgage, pledge, lease, sublease, option or commitment to which BRFHH is a party or by which BRFHH is bound, or any assignment, permit, license, approval or other commitment to which BRFHH is a party or by which BRFHH is bound.

Section 10.3. No Operations. BRFHH has conducted no operations, has not had any employees and holds no licenses or permits.

Section 10.4. Legal Proceedings: Orders. There is no Order to which BRFHH is subject that limits or adversely affects BRFHH's ability to execute and deliver this Agreement. There is no material Proceeding pending against BRFHH.

Section 10.5. Insurance. BRFHH shall carry insurance coverage of such types and with such limits as is required by the Master Hospital Lease and Equipment Lease and as is otherwise commercially reasonable for an owner and operator of a hospital.

Section 10.6. Compliance with Legal Requirements. BRFHH has operated in compliance with all Legal Requirements, including Health Care Laws. Neither BRFHH nor any director, officer, or agent of BRFHH is an Excluded Provider. BRFHH is not a party to any Corporate Integrity Agreement or similar settlement, compliance or oversight agreement with any Governmental Body.

Section 10.7. Title to Assets. BRFHH does not own or lease any real property, personal property, or intellectual property.

Section 10.8. Contracts, Leases, Indebtedness. BRFHH is not a party to any contract, lease, or agreement. BRFHH has no indebtedness for borrowed funds.

Section 10.9. Undisclosed Liabilities. BRFHH does not have any liabilities or obligations of any nature whatsoever, due or to become due, accrued, absolute, contingent or otherwise, that would materially and adversely affect BRFHH.

Section 10.10. Taxes: Tax Returns. As of the Effective Date, BRFHH will take any and all actions required to be treated as a tax-exempt entity for purposes of federal income taxation.

## ARTICLE XI BRF REPRESENTATIONS AND WARRANTIES

BRF represents and warrants that, as of the Effective Date:

Section 11.1. Organization; Standing. BRF is validly existing and in good standing under the laws of the State of Louisiana, with full power and authority to conduct its operations as they are now being conducted, to own or use the properties and assets that it purports to own or use and to perform all its obligations under this Agreement.

Section 11.2. Enforceability; Authority:

(a) This Agreement and any and all agreements, documents and instruments to which BRF is party and which are executed and delivered by BRF pursuant to this Agreement constitutes the legal, valid and binding obligation of BRF, enforceable against it in accordance with its terms, subject as to enforcement of remedies to the discretion of courts in awarding equitable relief and to applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting the rights of creditors generally.

(b) BRF has the corporate power and authority to execute and deliver this Agreement and such other agreements, documents and instruments to which it is a party and to perform its obligations under this Agreement and such other agreements, documents and instruments, and such action has been duly authorized by all necessary action by the BRF Board. A copy of the authorizing consent resolution or certified meeting minutes is attached as Exhibit 11.2(b).

(c) Neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions hereby will, directly or indirectly, with or without notice or lapse of time:

(i) Breach: (1) any provision of the governing documents of BRF, including the Articles of Incorporation or Bylaws of BRF; or (2) any resolution adopted by the BRF Board;

(ii) Breach or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions or to exercise any remedy or obtain any relief under any Legal Requirement to which BRF may be subject; or

(iii) Contravene, conflict with or result in a violation or breach of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that is held by BRF.

(d) BRF warrants that it will not take any action, fail to take any action, enter into any agreement or consummate any transaction that would prevent BRF from performing the Contemplated Transactions or performing its obligations under this

Agreement or any agreement, document or instrument to which it is a party and which is executed and delivered in connection with this Agreement.

Section 11.3. Financial Statements. BRF has furnished to LSU: (a) BRF's audited consolidated financial statements for the three (3) most recent fiscal years and the balance sheet and the related statements of income and changes in financial position of BRF for the three (3) most recent fiscal years, with available reports thereon from an independent certified public accounting firm, (the "Audited Financial Statements") including any management letters regarding the operations of BRF with respect to such fiscal year; and (b) unaudited interim financial statements for the quarter from the close of the most recently completed fiscal year through March 31, 2013, and shall furnish such unaudited interim financial statements for the quarterly periods, through the quarter ending immediately prior to the Commencement Date (collectively, the "Unaudited Financial Statements" and, together with the Audited Financial Statements, the "Financial Statements"). The Financial Statements have been prepared in accordance with generally accepted accounting principles ("GAAP") consistently applied (except, in the case of the Unaudited Financial Statements, for the absence of footnotes and year-end adjustments), reflect all liabilities of BRF including all contingent liabilities, and fairly present the financial position of the BRF and the results of operations and changes in financial position as of the dates and for the periods specified. Except as set forth in the Financial Statements, BRF has not incurred any liabilities other than in the ordinary course of business. Since the date of the most recent Audited Financial Statements, BRF has not incurred any liabilities other than in the ordinary course of business and consistent with past practice.

Section 11.4. Compliance with Legal Requirements. To BRF's Knowledge, BRF has operated in material compliance with all applicable Legal Requirements, including applicable Health Care Laws. To BRF's Knowledge, none of BRF's currently employed staff has received or made any payment or any remuneration whatsoever to induce or encourage the referral of patients or the purchase of goods and/or services as prohibited under any state law or Health Care Law, nor has any Governmental Body or third-party payer formally alleged in writing any violation of Health Care Law by BRF or any of their currently employed staff, within the last ten (10) years. Without limiting the generality of the foregoing, BRF has, or shall have at the time such services are performed, all permits and licenses and other Governmental Authorizations required by all Legal Requirements and, to BRF's Knowledge, is not in material violation of any of said permitting or licensing requirements.

Section 11.5. Legal Proceedings; Orders. There is no pending Proceeding that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the Contemplated Transactions. To BRF's Knowledge, no event has occurred or circumstance exists that is reasonably likely to give rise to, or serve as a basis for, the commencement of any such Proceeding which is reasonably likely to result in an inability to perform the terms and conditions of this Agreement. There is no Order is subject that would limit or affect BRF's ability to enter into this Agreement or consummate the Contemplated Transactions.

Section 11.6. Full Disclosure. No representation or warranty made by BRF in this Agreement contains or will contain any untrue statement of fact or omits or will omit to state a fact necessary to make the statements contained herein or therein not misleading.

## **ARTICLE XII**

### **COMMENCEMENT CONDITIONS; FURTHER COVENANTS OF THE PARTIES**

Section 12.1. Commencement Date. It is intended by the Parties that the consummation of the Contemplated Transactions shall be effective as of 12:00 A.M. (Central Time) on October 1, 2013 (the "Commencement Date") for the purposes set forth herein. The Commencement Date shall occur after all of the conditions under this Agreement have been satisfied or waived by the Parties. The documents to be

delivered by the Parties prior to the Commencement Date are referred to collectively as the "Transaction Documents."

Section 12.2. Conditions Precedent to Obligations of BRFH. The obligations of BRFH hereunder are subject to the satisfaction, on or prior to the Commencement Date, of the following conditions (unless waived in writing by BRFH):

(a) The representations and warranties of LSU and the State contained in this Agreement shall be true and correct in all respects as of the Effective Date and on the Commencement Date as though such representations and warranties had been made on the Commencement Date; and each and all of the terms, covenants and conditions of this Agreement to be complied with or performed by LSU or the State on or before the Commencement Date pursuant to the terms hereof shall have been duly complied with and performed.

(b) LSU shall have performed in all material respects all obligations and agreements and complied in all material respects with all covenants and conditions contained in this Agreement to which LSU is a party to be performed or complied with LSU at or prior to the Commencement Date.

(c) BRFH shall have obtained documentation or other evidence that the Parties hereto have received approval from all Governmental Bodies or such other consents and approvals as may be legally or contractually required to consummate the Contemplated Transactions.

(d) No action or proceeding before a court or any other Governmental Agency or body shall have been enacted, issued, promulgated, enforced, entered, instituted or threatened to restrain or prohibit the consummation of the Contemplated Transactions.

(e) Since the Effective Date, no event or events shall have occurred or circumstances shall have developed to the effect of which, individually or in the aggregate, and in the opinion of BRFH, in its sole discretion, has had or would have a Material Adverse Effect.

(f) On the Commencement Date, there shall be no injunction, writ, preliminary restraining order or any order of any nature in effect issued by a court of competent jurisdiction directing that the Contemplated Transactions, or any of them, not be consummated as herein provided and no suit, action, investigation, inquiry or other legal or administrative proceeding by any Governmental Authority or other Person shall have been instituted, or notice thereof received by LSU, which questions the validity or legality of the Contemplated Transactions or which, if successfully asserted, would have a Material Adverse Effect on the conduct of the Hospitals as of Commencement Date or impose any additional material financial obligation on BRF or BRFH.

(g) As of the Commencement Date, there shall be no governmental surveys, inspections, audits, reviews, investigations or comparable governmental actions currently being undertaken of or at either of the Hospitals (other than routine audits of the cost reports of the Hospitals or routine surveys of the Hospitals).

(h) No Governmental Body (or their representatives) which administers Medicare, any other payor, or any other federal, state or local government or agency has passed, issued or promulgated any law, rule, regulation, standard or interpretation, including standards and interpretations of existing law, or any court of competent jurisdiction rendered any decision or issued any other pronouncement, which would result in a material adverse change in the third

party payor programs in which the Hospitals participate or which would cause a material adverse change in the current operations of the Hospitals.

(i) There has been no material adverse change regarding the Transferred Assets or the Hospitals after the Effective Date.

(j) Execution and/or delivery by LSU and/or the State of the Master Hospital Lease, the Equipment Lease, the MAA, the MCA and such additional instruments of transfer, documents, certificates and forms as BRFHH may prepare and/or reasonably require in order to more effectively vest in BRFHH, and put BRFHH in possession of, the Leased Premises and the Transferred Assets.

Section 12.3. Conditions Precedent to Obligations of LSU. The obligations of LSU hereunder are subject to the satisfaction, on or prior to the Commencement Date, of the following conditions (unless waived in writing by LSU):

(a) The representations and warranties of BRF and BRFHH contained in this Agreement shall be true and correct in all respects as of the Effective Date and on the Commencement Date as though such representations and warranties had been made on the Commencement Date; and each and all of the terms, covenants and conditions of this Agreement to be complied with or performed by BRF and BRFHH on or before the Commencement Date pursuant to the terms hereof shall have been duly complied with and performed.

(b) BRF and BRFHH shall have performed in all material respects all obligations and agreements and complied in all material respects with all covenants and conditions contained in this Agreement to which BRF and BRFHH are parties to be performed or complied with BRF and BRFHH at or prior to the Commencement Date.

(c) BRFHH shall have obtained documentation or other evidence that the Parties hereto have received approval from all Governmental Bodies or such other consents and approvals as may be legally or contractually required to consummate the Contemplated Transactions.

(d) No action or proceeding before a court or any other Governmental Agency or body shall have been enacted, issued, promulgated, enforced, entered, instituted or threatened to restrain or prohibit the consummation of the Contemplated Transactions.

(e) Execution and/or delivery by BRF, BRFHH and/or the State of the Master Hospital Lease, the Equipment Lease, the MAA, the MCA and such additional instruments of transfer, documents, certificates and forms as LSU may prepare and/or reasonably require in order to more effectively vest in BRFHH, and put BRFHH in possession of, the Leased Premises and the Transferred Assets.

Section 12.4. Further Covenants of the Parties. The Parties covenant that between the Effective Date and the Commencement Date:

(a) Compliance with ACGME Requirements. The Parties shall use commercially reasonable efforts to cause the LSUHSC-S GME Programs to maintain their accreditation by ACGME and to cause the LSUHSC-S GME Programs to continue to be in material compliance with all ACGME rules, regulations, policies, procedures and other accreditation requirements. BRFHH and BRF shall use commercially reasonable efforts to cause



the Hospitals to maintain their status as a Major Participating Site in compliance with all ACGME rules, regulations, policies, procedures and other accreditation requirements.

(b) Third Party Consents and Approvals The Parties will have obtained all consents, approvals, Orders or authorizations of, or registrations, declarations or filings with any Person required in connection with the execution, delivery or performance of this Agreement.

(c) Access to Information. LSU shall give to BRF and its counsel, accountants, environmental consultants, engineers, architects and other representatives, for the purpose of audit, review and copying, reasonable access, during normal business hours and without disrupting the operations of LSU or the Hospitals, to such of the properties, books, accounts, records and personnel of LSU as are relevant to the Transferred Assets and the Hospitals, and furnish or otherwise make available to BRF all such information concerning the Transferred Assets and the Hospitals as BRF may reasonably request.

(d) Continuation of Hospitals Operations. From the Effective Date of this Agreement until the earlier of the Commencement Date or the termination of this Agreement, LSU shall, and shall cause the Hospitals to: (a) conduct the Hospitals' operations in the ordinary course; and (b) use commercially reasonable efforts to maintain in all material respects the assets, properties and business organizations and current relationships and goodwill with their respective customers, suppliers and payors of Hospitals.

(e) Preservation of Property. From the Effective Date of this Agreement until the earlier of the Commencement Date or the termination of this Agreement, LSU shall not sell, transfer, lease, sublease, license or otherwise dispose of any material properties or assets (real, personal or mixed, including intangible property) of the Hospitals, other than in the ordinary course of business. After the Commencement Date, BRFHH, its officers, agents and employees shall manage and hold the Transferred Assets and carry out any obligations associated with the Transferred Assets as a prudent business manager exercising reasonable business judgment. BRFHH shall indemnify the State and LSU for any damages, attorney fees, expert fees, or other costs that arise from its failure to act as a prudent owner, lessor, or manager of the Transferred Assets. A claim for fraud arising from the breach of this covenant may be brought by the State or LSU at any time during or after the term of this Agreement.

(f) Tax-Exempt Determination. BRFHH will utilize its good faith best efforts to be treated as a tax-exempt entity for purposes of federal income taxation at or prior to the Commencement Date.

(g) Notice of Material Changes. LSU shall give to BRF prompt notice of any fact that, if known on the Effective Date, would have been required to be set forth or disclosed in or pursuant to this Agreement, or which would result in the breach in any material respect by LSU of any of its representations, warranties, covenants or agreements hereunder. BRF and BRFHH shall provide notice of the same to LSU.

Section 12.5. CMS-855A On or after the Effective Date, LSU and BRFHH shall jointly submit duly executed form CMS-855As acknowledging the assignment by LSU to BRFHH of LSU's interest in the Medicare provider agreements and Medicare Provider Numbers, it being understood by the Parties that LSU and BRFHH are jointly responsible for taking all actions necessary to ensure that CMS acknowledges BRFHH as the assignee of the Medicare provider agreements and Medicare Provider Numbers.

Section 12.6. Further Acts and Assurances. The Parties shall, at any time and from time to time at and after the Effective Date, upon request of another Party, take any and all steps reasonably necessary to consummate the Contemplated Transactions, and will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to consummate the Contemplated Transactions. The Parties acknowledge and agree that, at no time, shall BRF or BRFH be required to take any action which may, in their sole opinion, (i) jeopardize BRF's or BRFH's tax exempt status; (ii) cause either BRF or BRFH to be construed as a governmental or quasi-governmental organization; or (iii) require BRF or BRFH to, in any way, be consolidated with the State, LSU or any other State agency as may be required under GASB14.

### ARTICLE XIII TERM AND TERMINATION

Section 13.1. Term. Unless earlier terminated as provided herein, the Term of this Agreement shall begin on the Effective Date and shall expire five (5) years following the Commencement Date (the "Initial Term") and together with all extensions, the "Term"). Beginning on the first anniversary of the Commencement Date and continuing on each anniversary of the Commencement 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 first anniversary of the Commencement Date, 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 BRFH provides the other parties written notice at least one hundred-eighty (180) calendar days prior to an Extension Date that BRFH does not intend to extend the Term of this Agreement. Notwithstanding the foregoing, the Term of this Agreement shall not exceed a total of ninety nine (99) years and this Agreement shall automatically terminate upon completion of the 99<sup>th</sup> year.

Section 13.2. Early Termination. This Agreement shall terminate prior to the expiration of the Term only in accordance with Sections 13.2, 13.3 and 13.4, and for no other reason, including, without limitation, any Breach of this Agreement, the MCA or other agreement related to the Contemplated Transactions. Any early termination of this Agreement other than under Section 13.3 or Section 13.4 shall be subject to the Wind Down Process set forth in Section 13.5 and the six (6) month Wind Down Period provided in Section 13.6. Subject to the foregoing, this Agreement shall, unless otherwise agreed in writing by all of the Parties or provided herein, terminate prior to the expiration of the Term on the occurrence of the following (each a "Terminating Event"):

- (a) If the Contemplated Transactions shall not have occurred by September 30, 2013, or such other date as mutually agreed upon by the Parties;
- (b) Upon the mutual agreement of all of the Parties;
- (c) There is a change in (or a new interpretation of) the law, whether statutory, regulatory or other position or rule set forth by a Governmental Body, agency, accreditation organization, or similar body, that has a Material Adverse Effect on the fundamental relationship of the Parties, and the Parties are unable to agree, after following the process in Section 16.4, on terms to amend this Agreement or otherwise address the consequences of the change in or new interpretation of the law; provided that if the Parties agree that a change in laws or interpretation thereof has occurred and are unable to reach a new agreement or otherwise address the consequences of the change in or new interpretation of the law, no Party shall be liable or responsible for any damages suffered by any other Party as a result of a termination pursuant to this subsection;

(d) The expiration or earlier termination of the Master Hospital Lease in accordance with its terms; provided, however, that this Agreement will not terminate upon termination of the Master Hospital Lease if (i) BRF and BRFH H elect to continue to operate the Hospitals and otherwise satisfy their obligations under this Agreement and fulfill the Public Purpose at alternative hospital locations in Shreveport and Monroe, Louisiana, respectively, or (ii) the Louisiana Legislature approves closing the Hospitals and BRF and BRFH H continue to satisfy their obligations under this Agreement and fulfill the Public Purpose.

(e) A sale, merger or member substitution of BRF or BRFH H without the prior written consent of the Parties;

(f) Loss of tax-exempt status of BRF or BRFH H;

(g) Loss of one or more Material Provider Agreements;

(h) Any final, non-appealable judgment against LSU or the State in favor of BRF or BRFH H that arises out of the terms, conditions or warranties in this Agreement remains unpaid for more than one (1) year from the date of the final judgment;

(i) LSU or the State fails to perform or observe any covenant, term or condition of this Agreement to be performed by it which is solely within such Party's ability to satisfy and which has a Material Adverse Effect on BRF's or BRFH H's ability to perform its obligations under this Agreement;

(j) LSU or the State shall have made any representation or warranty in this Agreement or in any agreement, document or instrument that is executed by such Party incident to this Agreement, which is inaccurate in any material respect as of the date made (unless the representation or warranty by its terms is intended to apply only to an earlier date) and the consequences of such inaccuracy has a Material Adverse Effect on BRF's or BRFH H's ability to perform its obligations under this Agreement, provided that inaccuracies that are not the result of intentional misrepresentation and that are corrected at or prior to the Commencement Date shall not give rise to a Terminating Event pursuant to this Section 13;

(k) BRF or BRFH H fails to perform or observe any covenant, term or condition of this Agreement to be performed by it which is solely within BRF's or BRFH H's ability to satisfy and which has a Material Adverse Effect on LSU's or the State's ability to perform its obligations under this Agreement; or

(l) BRF or BRFH H shall have made any representation or warranty in this Agreement or in any agreement, document or instrument which is executed by such Party incident to this Agreement, which is inaccurate in any material respect as of the date made (unless the representation or warranty by its terms is intended to apply only to an earlier date) and the consequences of such inaccuracy has a Material Adverse Effect on LSU's or the State's ability to perform its obligations under this Agreement, provided that inaccuracies that are not the result of intentional misrepresentation and that are corrected at or prior to the Commencement Date shall not give rise to a Terminating Event pursuant to this Section 13.

Section 13.3. BRF/BRFH H's Right to Exercise Without Cause Termination or Withdrawal. BRF and BRFH H may provide notice to LSU (a "BRF Termination Notice") at any time that they intend to cease to be Parties to this Agreement, which decision shall be in the sole discretion of BRF and BRFH H and may be made with or without cause. In determining whether to exercise their without cause

termination rights, BRF and BRFHH will act in good faith and with full consideration of the ability of BRFHH to be financially viable and sustainable, which determination will be made by the BRF Board and the BRFHH Board of Managers only after opportunity for consultation and input by LSU, pursuant to the Consultative Process, provided that the curative efforts shall not delay or extend the sixty (60) day period. This termination shall not otherwise be subject to Section 13.6. Upon receipt of a BRF Termination Notice, LSU shall have forty-five (45) days to notify BRF in writing (a "BRF Withdrawal Notice") if it wants BRF to withdraw as a member of BRFHH. If LSU wants BRF to withdraw as a member of BRFHH, the notice provided by LSU must state who the successor member will be, if any, and who the members of the Board of Managers of BRFHH will be immediately after BRF's withdrawal. Immediately prior to withdrawal, BRF will remove the then existing BRFHH managers and cause the managers designated by LSU to be appointed. If LSU fails to provide BRF with a BRF Withdrawal Notice within the period set forth above, this Agreement will automatically terminate upon on the sixtieth (60th) day after LSU receives the BRF Termination Notice. If LSU delivers a proper and timely BRF Withdrawal Notice to BRF, then this Agreement shall not terminate and BRF will withdraw as a member of BRFHH on the sixtieth (60th) day after LSU receives the BRF Termination Notice. If BRF withdraws as a member of BRFHH, the Parties shall take all steps reasonably necessary to amend BRFHH's organizational documents to remove references to BRF.

**Section 13.4. Termination or Forced Withdrawal by LSU for Breach of Public Purpose.** Notwithstanding anything in this Agreement to the contrary, if BRFHH's fails to perform its material obligations set forth in Section 1.1 of this Agreement and such failure has a Material Adverse Effect on the Public Purpose of this CEA (a "Public Purpose Breach"), LSU may terminate this Agreement or compel BRF to withdraw as a member of BRFHH as follows:

(a) **Notice and Cure Period.** LSU shall provide BRF and BRFHH written notice of such Public Purpose Breach, which notice shall include a detailed description of the basis for such Breach and LSU's requirements to remedy such asserted Breach. The Party asserted to have Breached this Agreement shall be entitled to a cure period not to exceed fifteen (15) calendar days to cure the asserted Public Purpose Breach. Also during such cure period, BRF and BRFHH may elect to give a BRF Termination Notice as set forth in Section 13.3 above.

(b) **Consultative Process.** If such Public Purpose Breach is not cured within the 15-day cure period, the Parties shall for a period of fifteen (15) calendar days engage in the Consultative Process to attempt to resolve the dispute.

(c) **Executive Level Negotiations.** If the Public Purpose Breach is not resolved during the Consultative Process, LSU's Vice President for Health Care and BRFHH's Chief Executive Officer, or his or her designee, shall discuss and negotiate in good faith for fifteen (15) calendar days to attempt to resolve the Public Purpose Breach.

(d) **Termination Right.** If the Public Purpose Breach is not cured or resolved pursuant to the procedures set forth above and if BRF and BRFHH do not provide a BRF Termination Notice as set forth in Section 13.3 above, LSU may declare its intent to terminate this Agreement by delivery of written notice of such intent to BRF and BRFHH and this Agreement will terminate fifteen (15) days later unless LSU elects to require BRF withdraw as a member of BRFHH, in which case LSU will deliver a BRF Withdrawal Notice (as contemplated by Section 13.3) to BRF within five (5) days of the expiration of the negotiation period set forth in subsection (c) above, and BRF will withdraw as a member of BRFHH on the tenth (10th) day after LSU delivers the Withdrawal Notice. Such right of termination shall be in addition to any other remedies which LSU may have at law, including damages. This termination shall not otherwise be subject to Section 13.6.

Section 13.5. Termination Process. On the occurrence of a Terminating Event, subject to the Wind Down Period in Section 13.6 unless otherwise provided herein, the following shall apply consistent with the Wind Down Period (the processes and procedures set forth in this Section 13.5 and Section 13.6, the "Termination Process"):

- (a) Each Party will surrender possession, and deliver to another Party, all property belonging to the other Party, update and complete all files, records and charts and cooperate with each other as may be necessary to insure uninterrupted treatment of patients;
- (b) BRFH will surrender possession, and deliver to the LSU, similar property equal to or greater than the property transferred under Section 2.3. In the event that the balances in the property transferred are less than the balances transferred as of the Commencement Date, BRFH will make a settlement payment in the amount of the difference;
- (c) Each Party will cooperate in the defense of any claims or suits for acts or omissions occurring during the term of this Agreement;
- (d) BRFH will vacate facilities owned by LSU;
- (e) The Master Hospital Lease shall terminate; and
- (f) Ownership of the Hospital's Provider Numbers will be transferred to LSU.

Section 13.6. Wind Down Period Upon Termination. Except in the event of termination under Sections 13.2(a), 13.3 and 13.4, any early termination of this Agreement allowed under Section 13.2 shall be subject to a wind down period not to exceed six (6) months (the "Wind Down Period"), if applicable, during which the Parties will transition Hospital operations in an orderly fashion to assure the Public Purpose continues to be satisfied at all times. Upon the occurrence of an event giving rise to an early termination right under Section 13.2 (except pursuant to Section 13.2(a)), the applicable Party may give notice to the other Parties of its intent to terminate this Agreement. The Wind Down Period shall begin two (2) days after the terminating Party or Parties give Notice of intent to terminate (the "Wind Down Commencement Date") and end on the six (6) month anniversary of the Wind Down Commencement Date. Subject to the ultimate authority of the BRFH Board of Managers, during the Wind Down Period, LSU, DOA, BRFH and BRF will establish a committee consisting of at least six (6) people, with each of LSU, BRF and DOA appointing two (2) members to the committee, to work with the BRFH Board of Managers in the transition of the operation of the Hospitals. To the extent necessary and applicable, the Parties will continue to comply with the terms and conditions of this Agreement during the Wind Down Period.

#### **ARTICLE XIV CUMULATIVE REMEDIES; WAIVER**

Section 14.1. Remedies Cumulative. Except as otherwise expressly provided in this Agreement, all rights and remedies of any Party provided for in this Agreement shall be construed and held to be cumulative, and no single right or remedy shall be exclusive of any other which is consistent with the former. No waiver by any Party of a Breach of any of the covenants, conditions or restrictions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding Breach of the same or of any other covenant, condition or restriction herein contained. The failure of any Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of future Breaches of such covenant or option. A receipt by any Party of payment by any other Party with

knowledge of the Breach of any covenant hereof shall not be deemed a waiver of such Breach. No waiver, change, modification or discharge by any Party of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Parties.

Section 14.2. Federal Program Recoupment Action. Except with regard to Transferred Assets, in the event of a federal program recoupment action which results in a set-off of reimbursement due to the Hospitals as a result of an overpayment while LSU was responsible for the Hospitals' Medicare and Medicaid Provider Numbers, the State will seek an immediate appropriation to reimburse the Hospitals, and BRFHH will assign to LSU any rights to negotiate, contest, settle or otherwise resolve such recoupment action. Notwithstanding the foregoing, BRFHH shall have an immediate right of set-off against Rent due under the Master Hospital Lease to compensate BRFHH in an amount consistent with the amount withheld under the recoupment action.

## ARTICLE XV INSURANCE AND INDEMNIFICATION

Section 15.1. Insurance. BRFHH will maintain commercially reasonable insurance as provided in the Master Hospital Lease, Equipment Lease and the Professional Services Agreement. LSU will maintain extended reporting or "tail" insurance professional liability coverage for all claims arising on or before Commencement Date for a period of three (3) years after the Commencement Date.

Section 15.2. Survival of Representations and Warranties; Indemnification. All representations and warranties in this Agreement and any other certificate or document delivered pursuant to this Agreement shall survive the Commencement Date and any early termination of this Agreement for a period of ten (10) years, subject to any early termination of this Agreement and the provisions of Section 13.2. All covenants and obligations in this Agreement and any other certificate or document delivered pursuant to this Agreement shall survive the Commencement Date indefinitely.

(a) Indemnification by the Parties.

(i) To the extent permitted by applicable law, and except as otherwise provided in this Agreement, LSU will have liability (for indemnification for third party claims, for direct damages of any of the Parties or otherwise) for all costs, expenses, losses, damages, fines, penalties, forfeitures or liabilities (including, without limitation, interest which may be imposed by a court in connection therewith), court costs, litigation expenses, reasonable attorneys' and paralegals' fees and accounting fees (collectively, the "Damages") arising as a result of: (1) a breach of any representation or warranty in this Agreement, or any related agreement, document or instrument to which it is a party, by LSU or LSUHSC-S; or (2) the actions or failure to act by LSU Personnel; or (3) the Retained Liabilities, provided, however, that LSU's obligation under this Section 15.2(a)(i) shall only apply if, on or before the third (3<sup>rd</sup>) anniversary of the Commencement Date, LSU is notified of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by the Party asserting such claim. Notwithstanding the foregoing, with respect to an indemnification claim based on fraud, the failure to perform any covenant or obligation in this Agreement and any other certificate or document delivered pursuant to this Agreement or the failure to pay any Retained Liability, a claim may be made at any time. Notwithstanding the foregoing, with respect to an indemnification claim based on a federal program recoupment action or violation of a Health Care Law, a claim may be made within the applicable statute of limitations.

(ii) To the extent permitted by applicable law, and except as otherwise provided in this Agreement, the State will have liability (for indemnification for third party claims, for direct damages of any of the Parties or otherwise) for Damages as a result of a breach by the State of any representation or warranty in this Agreement, or any related agreement, document or instrument to which the State is a party, provided, however, that the State's obligation under this Section 15.2(a)(ii) shall only apply if, on or before the third (3<sup>rd</sup>) anniversary of the Commencement Date, the State is notified of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by the Party asserting such claim. Notwithstanding the foregoing, with respect to an indemnification claim based on fraud, a claim may be made at any time.

(iii) RESERVED

(iv) Except as otherwise provided in this Agreement, BRFH will have liability (for indemnification for third party claims, for direct damages of any of the Parties or otherwise) for Damages as a result of: (1) a breach of any representation or warranty in this Agreement, or any related agreement, document or instrument to which it is a party, by BRFH; or (2) the actions or failure to act by the employees or agents of BRFH; provided, however, that BRFH's obligation under this Section 15.2(a)(iv) shall only apply if, on or before the third (3<sup>rd</sup>) anniversary of the Commencement Date, BRFH is notified of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by the Party asserting such claim. Notwithstanding the foregoing, with respect to an indemnification claim based on fraud, a claim may be made at any time.

(v) Except as otherwise provided in this Agreement, BRF will have liability (for indemnification for third party claims, for direct damages of any of the Parties or otherwise) for Damages as a result of: (1) a breach of any representation or warranty in this Agreement, or any related agreement, document or instrument to which it is a party, by BRF, or (2) the actions or failure to act by the employees or agents of BRF; provided, however, that BRF's obligation under this Section 15.2(a)(v) shall only apply if, on or before the third (3<sup>rd</sup>) anniversary of the Commencement Date, BRF is notified of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by the Party asserting such claim. Notwithstanding the foregoing, with respect to an indemnification claim based on fraud, a claim may be made at any time.

(b) Indemnification Process for Third Party Claims.

(i) Promptly after receipt by a Party entitled to indemnification under this Article XV (an "Indemnified Person") of notice of the assertion of a claim for Damages by any third party against such Party (a "Third-Party Claim"), such Indemnified Person shall give notice to the Party(ies) obligated to provide indemnification under this Article XV (an "Indemnifying Person") of the assertion of such Third-Party Claim; provided, however, that the failure to notify the Indemnifying Person of any Third-Party Claim will not relieve the Indemnifying Person of any liability that it may have to any Indemnified Person, except to the extent that the Indemnifying Person demonstrates that the defense of such Third-Party Claim is prejudiced by the Indemnified Person's failure to give such notice.

(ii) If an Indemnified Person gives notice to the Indemnifying Person pursuant hereto of the assertion of a Third-Party Claim, the Indemnifying Person shall be

entitled to participate in the defense of such Third-Party Claim and, to the extent that it wishes, unless: (1) the Indemnifying Person is also a Person against whom the Third-Party Claim is made and the Indemnified Person determines in good faith that joint representation would be inappropriate; or (2) the Indemnifying Person fails to provide reasonable assurance to the Indemnified Person of its financial capacity to defend such Third-Party Claim and provide indemnification with respect to such Third-Party Claim, to assume the defense of such Third-Party Claim with counsel satisfactory to the Indemnified Person. After notice from the Indemnifying Person to the Indemnified Person of its election to assume the defense of such Third-Party Claim, the Indemnifying Person shall not, so long as it diligently conducts such defense, be liable to the Indemnified Person under this Article XV for any fees of other counsel or any other expenses with respect to the defense of such Third-Party Claim, in each case subsequently incurred by the Indemnified Person in connection with the defense of such Third-Party Claim, other than reasonable costs of investigation. If the Indemnifying Person assumes the defense of a Third-Party Claim, no compromise or settlement of such Third-Party Claim may be effected by the Indemnifying Person without the Indemnified Person's Consent unless: (A) there is no finding or admission of any violation of a Legal Requirement or any violation of the rights of any Person; (B) the sole relief provided is monetary damages that are paid in full by the Indemnifying Person; and (C) the Indemnified Person shall have no liability with respect to any compromise or settlement of such Third-Party Claims effected without its consent.

(iii) Notwithstanding the foregoing, if an Indemnified Person determines in good faith that there is a reasonable probability that a Third-Party Claim may adversely affect it other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Person may, by notice to the Indemnifying Person, assume the exclusive right to defend, compromise or settle such Third-Party Claim, but the Indemnifying Person will not be bound by any determination of any Third-Party Claim so defended for the purposes of this Agreement or any compromise or settlement effected without the Indemnifying Person's consent, which may not be unreasonably withheld.

(iv) With respect to any Third-Party Claim subject to indemnification under this Article: (1) both the Indemnified Person and the Indemnifying Person, as the case may be, shall keep the other Party fully informed of the status of such Third-Party Claim and any related Proceedings at all stages thereof where such Person is not represented by its own counsel, and (2) the Parties agree (each at its own expense) to render to each other such assistance as they may reasonably require of each other and to cooperate in good faith with each other in order to ensure the proper and adequate defense of any Third-Party Claim.

(v) With respect to any Third-Party Claim subject to indemnification under this Article, the Parties agree to cooperate in such a manner as to preserve in full (to the extent possible) the confidentiality of all Confidential Information and the attorney-client and work-product privileges. In connection therewith, each Party agrees that, to the extent allowed by law: (1) it will use its commercially reasonable efforts, in respect of any Third-Party Claim in which it has assumed or participated in the defense, to avoid production of Confidential Information (consistent with applicable law and rules of procedure), and (2) all communications between any Party hereto and counsel responsible for or participating in the defense of any Third-Party Claim shall, to the extent possible, be made so as to preserve any applicable attorney-client or work-product privilege.



(c) Other Claims. A claim for indemnification for any matter not involving a Third-Party Claim may be asserted by notice to the party from whom indemnification is sought and shall be paid promptly after such notice.

## ARTICLE XVI GENERAL PROVISIONS

Section 16.1. 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 16.2. Legal Representation of the Parties. Each Party to this Agreement is represented by legal counsel, and this Agreement was negotiated by the Parties hereto with the benefit of such legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party hereto shall not apply to any construction or interpretation hereof.

Section 16.3. Expenses. Except as otherwise expressly 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 16.4. Dispute Resolution. The Parties will attempt to resolve any material breaches, disputes or issues of concern to or affecting the transactions or relationships contemplated by this Agreement that are not Terminating Events as follows:

(a) Cure Period. If the basis of the dispute is alleged to constitute a Breach of this Agreement, the MCA or any other agreement associated with the Contemplated Transactions, the Party alleging the Breach shall provide the alleged breaching Party with written notice of such alleged Breach, with sufficient detail to provide the alleged breaching Party with the factual basis or circumstances giving rise to the alleged breach. The Breaching Party shall be entitled to a Cure Period to cure the alleged Breach.

(b) Consultative Process. If the alleged Breach is not cured within the Cure Period, or if the dispute does not involve an alleged Breach or is not otherwise subject to cure, the Parties shall engage in the Consultative Process for a period of ten (10) days, or such longer period as may be appropriate but not to exceed sixty (60) days, to attempt to resolve the dispute.

(c) Legal Remedies; No Termination Rights. If a dispute involves a non-Terminating Event and is not resolved pursuant to the Consultative Process, the Parties shall be entitled to such remedies as are available at law or in equity, including damages, but not including any equitable or injunctive relief which could or would limit LSU's access to the Hospitals. No Party shall have the right to terminate this Agreement for a non-Terminating Event except by authority of a final order of a court of competent jurisdiction after all rights of appeal have been exhausted.

Section 16.5. Public Announcements. Any public announcement, press release or similar publicity with respect to entering this Agreement or the Contemplated Transactions will be issued in the best interests of the Parties.

Section 16.6. Confidential Information. (a) Use of Confidential Information. Subject to Section 16.6(h) and 16.23, 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 BRF CEO with respect to Confidential Information of BRF, or the BRFHH CEO with respect to the Confidential Information of BRFHH. Each of BRF, BRFHH and LSU shall disclose the Confidential Information of the other Party(ies) only to its representatives who require such material for the purpose of evaluating the Contemplated Transactions and are informed by LSU or BRF or BRFHH, as the case may be, of the obligations of this Article with respect to such information. Each of LSU, BRF and BRFHH shall: (aa) enforce the terms of this Article as to its respective representatives; (bb) take such action to the extent necessary to cause its representatives to comply with the terms and conditions of this

Article; and (cc) be responsible and liable for any Breach of the provisions of this Article by it or its representatives.

(b) Exceptions. This Section 16.6 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 Section 16.6(h), 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 Party 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 Health Information and Technology Act ("HITECH"), and the rules and regulations promulgated thereunder in each case, 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 HITECH and each Party will act in accordance therewith.

(h) Public Records Request. The financial and other records created by, for or otherwise belonging to BRF or BRFHH shall remain in the possession, custody and control of BRF and BRFHH, respectively, 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, BRF and BRFHH consider records of BRF to be proprietary to BRF, and records of BRFHH to be proprietary of BRFHH, and, to the extent that BRF or BRFHH makes any such records or documents available to LSU, such records shall be clearly marked as confidential and/or proprietary to indicate its or their 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 BRF or BRFHH, LSU will use its best efforts to give notice to BRF or BRFHH, as applicable, that LSU has received such a public records request prior to producing any documents considered to be proprietary to BRF or BRFHH, and if such notice cannot be provided to BRF or BRFHH before LSU is required to produce such documents, LSU shall provide notice to BRF or BRFHH, as applicable, as soon thereafter as possible. In the event that BRF or BRFHH objects to the production and believes that the records are not subject to production pursuant to the Public Records Act, BRF or BRFHH, as appropriate, will immediately so notify LSU in writing and take such action as BRF or BRFHH deems necessary to protect the disclosure of such records. In the event of a final, binding, non-appeal judgment that LSU's refusal to produce such documents was in violation of the Public Records Law, BRF and BRFHH will indemnify and hold harmless LSU and the State, their employees, 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 16.7. Notice of Force Majeure. In the event of a failure or anticipated failure by any Party to perform its obligations hereunder caused by Force Majeure, such Party shall provide notice to the

other Parties within thirty (30) days of the occurrence of such Force Majeure event causing such failure or anticipated failure. A Party's failure to perform due to a Force Majeure shall not constitute a breach.

Section 16.8. 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  
3810 West Lakeshore Drive  
Baton Rouge, LA 70808  
Attention: F. King Alexander, President

With a copy to:

Taylor, Porter, Brooks & Phillips LLP  
8th Floor Chase Tower South  
451 Florida Street  
Baton Rouge, LA 70801  
Attention: Patrick D. Seiter, Esq.

If to State or DOA:

State of Louisiana  
c/o Division of Administration  
Claiborne Building, 7th Floor  
1201 N. Third Street  
Baton Rouge, LA 70802  
Attention: Commissioner

With a copy to:

State of Louisiana  
c/o Division of Administration  
P. O. Box 94004  
Baton Rouge, LA 70804-9004  
Attention: Elizabeth Baker Murrill, Esq.

If to BRFH:

BRF Hospital Holdings, L.L.C.  
c/o Biomedical Research Foundation  
of Northwest Louisiana,  
1505 Kings Highway  
Shreveport, LA 71133  
Attention: Office of the President

With a copy to:

Sullivan Stoler Knight LC  
909 Poydras St. Suite 2600  
New Orleans, LA 70112  
Attention: Stephen M. Sullivan, Esq

and

University Health System  
1541 Kings Highway  
Shreveport, Louisiana 71103  
Attn: General Counsel

If to BRF:

Biomedical Research Foundation of Northwest  
Louisiana  
1505 Kings Highway  
Shreveport, LA 71133  
Attention: Office of the President

With a copy to:

Sullivan Stolie Knight LC  
909 Poydras St. Suite 2600  
New Orleans, LA 70112  
Attention: Stephen M. Sullivan, Esq

and

University Health System  
1541 Kings Highway  
Shreveport, Louisiana 71103  
Attn: General Counsel

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

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 16.9. Jurisdiction: Service of Process. Any Proceeding arising out of or relating to this Agreement or any Contemplated Transaction may be brought in the Nineteenth 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; provided, however, that nothing herein is intended, nor shall it be deemed or interpreted, to waive any rights, privileges, or immunities available to any Party under the Eleventh Amendment. The Parties agree that any of them may file a copy of this Section with any court as written evidence of the knowing, voluntary and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this section may be served on any party anywhere in the world.

Section 16.10. Enforcement of Agreement; Legal Fees and Costs. Subject to the limitation on equitable or injunctive relief set forth in Section 16.4(c), 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 pursuant to Legal Requirements, 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 16.11. Entire Agreement and Modification. This Agreement supersedes all prior agreements, whether written or oral, among the Parties with respect to its subject matter and constitutes (along with the other documents and Exhibits 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, the State, BRF and BRFHH.

Section 16.12. 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 Parties. 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 16.13. Severability and Reformation. If any term, provision, covenant or condition of this Agreement is held unenforceable or invalid for any reason and not susceptible to reformation due to a change in applicable Legal Requirements, the remaining portions or provisions shall continue in full force and effect, unless the effect of such severance would be to substantially alter this Agreement or obligations of the parties, in which case this Agreement may be immediately terminated.

Section 16.14. 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 16.15. 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 16.16. 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 16.17. 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 16.18. 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 16.19. 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(b)(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 Parties of the nature and scope of such request and shall make available to the other Parties, 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 16.20. Names and Trademarks. Except as provided in this Agreement and the MCA, 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 16.21. Cost-Report Matters.

(a) LSU shall prepare and timely file all cost reports with respect to the Hospitals relating to the periods ending prior to Commencement Date, including those relating to Medicare and other third-party payors that settle on a cost-report basis (the "LSU Cost Reports"). As part of compliance with this provision, LSU shall prepare and timely file all termination cost reports with respect to the Hospitals relating to the periods ending prior to Commencement Date ("Termination Cost Reports"). The Termination Cost Reports shall be filed by LSU in a manner consistent with (i) prior cost reports filed by LSU with respect to the Hospitals, and (ii) applicable laws, rules and regulations. At least ten (10) days prior to the filing of any LSU Cost Reports or Termination Cost Reports, LSU shall forward them to BRFHH for its review. BRFHH shall provide any comments to such cost reports within five (5) days prior to the filing date. BRFHH shall forward to LSU any and all correspondence that it may receive relating to the LSU Cost Reports or Termination Cost Report or rights to settlements and retroactive adjustments on the LSU Cost Reports or Termination Cost Reports ("Agency Settlements") within fifteen (15) business days of receipt by BRFHH; provided, however, that BRFHH shall forward such correspondence to LSU sooner if necessary for LSU to comply with a deadline stated in such correspondence. LSU shall retain all rights to all the LSU Cost Reports and the Termination Cost Reports, including any payables resulting therefrom or receivables relating thereto, and the right to appeal any third-party payor determinations relating to the Agency Settlements.

(b) Upon reasonable notice and during normal business office hours, BRFHH shall reasonably cooperate with LSU regarding the preparation, filing, handling, and appeals of the LSU Cost Reports, including the Termination Cost Reports. Upon reasonable notice and during normal business office hours, BRFHH shall reasonably cooperate with LSU in connection with any cost-report disputes, appeals or other claim-adjudication matters relative to a governmental program reimbursement. Such cooperation shall include the providing of statistics and obtaining



of files at the Hospitals, and the coordination with LSU, pursuant to adequate notice of Medicare and other third-party payor exit conferences or meetings. BRFHH shall, upon reasonable notice, during normal business office hours and at the sole cost and expense of LSU, and subject to applicable law regarding confidentiality of patient records, provide LSU reasonable access to relevant records of the Hospitals, and shall allow LSU and their representatives to copy any documents relating to the LSU Cost Reports and appeals thereof.

(c) Notwithstanding any inference or expression to the contrary, all parties understand and agree that any liabilities or rights connected to the LSU Cost Reports and the Termination Cost Reports, including any payables resulting therefrom or receivables relating thereto, are the sole property of LSU. Accordingly, neither BRFHH nor any successor entity shall not have any rights to reimbursement resulting from settlements related to said cost reports or any rights to appeal any findings related to said cost reports, or any subrogation rights whatsoever related to said cost reports.

Section 16.22. BRF and BRFHH Not Intended to be Public Bodies. Nothing in this Agreement is intended, and it is not the intent of the Parties to cause or result in BRF or BRFHH being considered a public or quasi-public body, governmental authority or subdivision thereof, other public entity or otherwise subject to public inspection laws of the State, public audit, public meeting, or other disclosure procedures generally applicable to public bodies in the State.

Section 16.23. Legislative Auditor. It is hereby agreed that the State and/or the Louisiana Legislative Auditor shall have the option of auditing all accounts of BRFHH which relate to this Agreement. Such audits shall be done during customary business hours upon reasonable prior written notice. Nothing in this Agreement is intended to prevent or otherwise impede the Legislative Auditor from reviewing or accessing documents the Auditor would otherwise be entitled to review under law.

Section 16.24. Non-Discrimination Clause. BRFHH 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 BRFHH agrees to abide by the requirements of the Americans with Disabilities Act of 1990. BRFHH agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Section 16.25. Further Acts and Assurances. Each of the Parties shall, at any time and from time to time at and after the execution of this Agreement, upon reasonably request of another Party, take any and all steps reasonably necessary to consummate the Contemplated Transactions, and will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to consummate the Contemplated Transactions.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, BRF, the State, through DOA, BRFH and LSU have executed this Agreement as of the Effective Date.

Witnesses:

LeM King  
Linda Harris

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

By: F. King Alexander  
F. King Alexander, President of Louisiana State University System

Date: 10/16/14

**STATE OF LOUISIANA, ACTING THROUGH THE DIVISION OF ADMINISTRATION**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Kristy Nichols, Commissioner

Date: \_\_\_\_\_

**BIOMEDICAL RESEARCH FOUNDATION OF NORTHWEST LOUISIANA**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Stephen F. Skrivanos, Chairman

Date: \_\_\_\_\_

**BRF HOSPITAL HOLDINGS, L.L.C.**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Stephen F. Skrivanos, Chairman

Date: \_\_\_\_\_

IN WITNESS WHEREOF, BRF, the State, through DOA, BRFH and LSU have executed this Agreement as of the Effective Date.

Witnesses:

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

\_\_\_\_\_

By: \_\_\_\_\_  
F. King Alexander, President of Louisiana State University System

\_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF LOUISIANA, ACTING THROUGH THE DIVISION OF ADMINISTRATION**

\_\_\_\_\_

By: \_\_\_\_\_  
Kristy Nichols, Commissioner

\_\_\_\_\_

Date: \_\_\_\_\_

**BIOMEDICAL RESEARCH FOUNDATION OF NORTHWEST LOUISIANA**

Pat Keel

By: [Signature]  
Stephen F. Skrivanos, Chairman

Holly C. Layman

Date: 10/13/14

**BRF HOSPITAL HOLDINGS, L.L.C.**

Pat Keel

By: [Signature]  
Stephen F. Skrivanos, Chairman

Holly C. Layman

Date: 10/13/14

IN WITNESS WHEREOF, BRF, the State, through DOA, BRFH and LSU have executed this Agreement as of the Effective Date.

Witnesses:

LeM King  
Linda Davis

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

By: F. King Alexander  
F. King Alexander, President of Louisiana State University System

Date: 10/16/14

**STATE OF LOUISIANA, ACTING THROUGH THE DIVISION OF ADMINISTRATION**

[Signature]

By: [Signature]  
Kristy Nichols, Commissioner

Date: \_\_\_\_\_

**BIOMEDICAL RESEARCH FOUNDATION OF NORTHWEST LOUISIANA**

Pat Keel  
Holly P. Dayne

By: [Signature]  
Stephen F. Skrivanos, Chairman

Date: 10/13/14

**BRF HOSPITAL HOLDINGS, L.L.C.**

Pat Keel  
Holly P. Dayne

By: [Signature]  
Stephen F. Skrivanos, Chairman

Date: 10/13/14

## **EXHIBITS**

Definitions	1
Master Hospital Lease	2.1
Equipment Lease	2.2
LSU Authorizing Resolution	8.2(a)
BRFHH Authorizing Resolution	10.2(b)
BRF Authorizing Resolution	11.2(b)

**EXHIBIT 1  
DEFINITIONS**

- (1) "Academic Faculty" means the individuals designated as faculty of LSU with respect to the LSUHSC-S GME Programs, including physicians and other qualified teaching professionals.
- (2) "ACGME" means the Accreditation Council for Graduate Medical Education.
- (3) "Affiliate" means a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, another Person. "Control" (including the term "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of management policies of a Person, whether through membership in a non-profit corporation, appointment of the board of directors or board of supervisors, ownership of voting securities, by contract, as trustee or executor, or otherwise.
- (4) "Agreement" has the meaning set forth in the preface above.
- (5) "Audited Financial Statements" has the meaning set forth in Section 11.3.
- (6) "Benefit Plans" means each employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended, and any other (written or unwritten) profit sharing, pension, savings, deferred compensation, fringe benefit, insurance, medical, medical reimbursement, life, disability, accident, post-retirement, health or welfare benefit, stock option, stock purchase, sick pay, vacation, employment, severance, termination or other plan or arrangement.
- (7) "Breach" means any breach of, or any inaccuracy in, any representation or warranty or any breach of, or failure to perform or comply with, any covenant or obligation, in or of this Agreement or any other document or agreement delivered pursuant to this Agreement, or any event which with the passing of time or the giving of notice, or both, would constitute such a breach, inaccuracy or failure.
- (8) "Books and Records" has the meaning set forth in Section 2.3(e).
- (9) "BRF" has the meaning set forth in the preface above.
- (10) "BRF Board" means the BRF Board of Directors.
- (11) "Business Days" means any days on which the LSU System Office is open for business.
- (12) "CMS" means the Centers for Medicare/Medicaid Services (CMS), an agency of the U.S. Department of Health and Human Services.
- (13) "Code" means the Internal Revenue Code of 1986.
- (14) "Collaborative" has the meaning set forth in the recitals of this Agreement.
- (15) "Confidential Information" includes, to the extent allowed by law, any and all of the following information of LSU or BRF that has been or may hereafter be disclosed in any form, whether in writing, orally, electronically or otherwise, or otherwise made available by observation, inspection or otherwise by either party (LSU on the one hand or BRF on the other hand) or its Representatives (collectively, a "Disclosing Party") to the other party or its Representatives (collectively, a "Receiving Party"):
  - i. all information that is a trade secret under applicable trade secret or other law;
  - ii. all information concerning product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer hardware, software and computer software and database technologies, systems, structures and architectures;

- iii. all information concerning the business and affairs of the Disclosing Party (which includes historical and current financial statements, financial projections and budgets, tax returns and accountants' materials, historical, current and projected sales, capital spending budgets and plans, business plans, strategic plans, marketing and advertising plans, publications, client and customer lists and files, contracts, the names and backgrounds of key personnel and personnel training techniques and materials, however documented), and all information obtained from review of the Disclosing Party's documents or property or discussions with the Disclosing Party regardless of the form of the communication; and
  - iv. all notes, analyses, compilations, studies, summaries and other material prepared by the Receiving Party to the extent containing or based, in whole or in part, upon any information included in the foregoing.
- (16) "Consultative Process" means an open, good faith dialogue among the appropriate individuals designated or identified by each Party on Breaches, disputes or issues of concern to or affecting the Collaborative. Unless this Agreement provides that the Consultative Process is to proceed automatically, the Consultative Process shall commence upon receipt of written notice from the Party requesting the Consultative Process by the other Party. Notwithstanding the foregoing, each such committee will be advisory only and the Parties each reserve final authority to agree to the terms of any proposed resolution as part of the Consultative Process.
- (17) "Contemplated Transactions" mean all of the transactions contemplated by this Agreement.
- (18) "Contract Monitor" has the meaning set forth in Section 1.2.
- (19) "Core Service Lines" has the meaning set forth in Section 4.6.
- (20) "Cure Period" means sixty (60) days.
- (21) "Damages" has the meaning set forth in Section 15.2(a)(j).
- (22) "DHH" means the Louisiana Department of Health and Hospitals.
- (23) "Disclosing Party" has the meaning set forth in the definition of "Confidential Information."
- (24) "E.A. Conway" means E.A. Conway Medical Center in Monroe, Louisiana
- (25) "Equipment Lease" has the meaning set forth in Section 2.2.
- (26) "Fellow" means a licensed physician participating in a fellowship program of the LSUHSC-S GME Programs.
- (27) "Financial Statements" has the meaning set forth in Section 11.3.
- (28) "Force Majeure" shall mean any (i) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard and other adverse and inclement weather, fire, explosion, flood, act of a public enemy, war, blockade, insurrection, riot or civil disturbance; (ii) labor dispute or strike; or (iii) order or judgment of any governmental authority, if not the result of willful or negligent action of a Party, any of which results in loss, delay or inability of any party to perform the obligations hereunder.
- (29) "GAAP" means generally accepted accounting principles.
- (30) "GME" means Graduate Medical Education.
- (31) "GME Program" means graduate medical education programs generally.
- (32) "Governing Documents" means with respect to LSU, its constitutional, statutory and bylaws provisions, and with respect to BRF, its articles of incorporation and its bylaws; and if another type of Person, any other charter or similar document adopted or filed in connection with the creation, formation or organization of the Person, and any amendment or supplement to any of the foregoing.

- (33) “Governmental Authorization” means any consent, license, registration or permit issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.
- (34) “Governmental Body” or “Governmental Bodies” means any:
- i. nation, state, county, city, town, borough, village, district or other jurisdiction;
  - ii. federal, state, local, municipal, foreign or other government;
  - iii. governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers);
  - iv. multinational organization or body;
  - v. body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or
  - vi. official of any of the foregoing.
- (35) “Health Care Laws” means all federal, state or local laws, statutes, codes, ordinances, regulation manuals or principles of common law relating to healthcare regulatory matters, including without limitation (i) 42 U.S.C. §§ 1320a-7, 7a and 7b, which are commonly referred to as the “Federal Anti-Kickback Statute”; (ii) 42 U.S.C. § 1395nn, which is commonly referred to as the “Stark Law”; (iii) 31 U.S.C. §§ 3729-3733, which is commonly referred to as the “Federal False Claims Act”; (iv) Titles XVIII and XIX of the Social Security Act, implementing regulations and program manuals; and (v) 42 U.S.C. §§ 1320d-1320d-8 and 42 C.F.R. §§ 160, 162 and 164, which is commonly referred to as HIPAA; (vi) 42 U.S.C. §§ 1395dd, et. seq., which is commonly referred to as the “Emergency Medical Treatment and Active Labor Act” (EMTALA).
- (36) “Indemnified Person” has the meaning set forth in Section 15.2(b)(i).
- (37) “Indemnifying Person” has the meaning set forth in Section 15.2(b)(i).
- (38) “Initial Term” has the meaning set forth in Section 13.1.
- (39) “Intellectual Property” (IP) means all patents, copyrights, trademarks, trade secrets, inventions, discoveries, software, and other works of authorship developed as a result of research or other collaborative activities conducted jointly between BRF and LSU.
- (40) “Key Services Baseline” has the meaning set forth in Section 4.7.
- (41) “Key Service Lines” has the meaning set forth in Section 4.7.
- (42) “Knowledge” means an individual will be deemed to have Knowledge of a particular fact or other matter if:
- i. that individual is actually aware of that fact or matter; or
  - ii. a prudent individual could be expected to discover or otherwise become aware of that fact or matter in the course of conducting a reasonably comprehensive investigation regarding the accuracy of any representation or warranty contained in this Agreement.
- (43) “Layoff Plan” has the meaning set forth in Section 6.2(a).
- (44) “Leased Premises” has the meaning set forth in Section 2.1.
- (45) “Legal Requirement” means any federal, state, local, municipal, foreign, international, multinational or other constitution, law, ordinance, principle of common law, code, regulation, statute or treaty, including without limitation Health Care Laws.
- (46) “Liability” means with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.



- (47) “LSU” means the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.
- (48) “LSUHSC-S” has the meaning set forth in the recitals above.
- (49) “LSU Personnel” means, whether singular or plural, all employees or agents of LSU providing health care services at the BRF Campus or participating in the LSUHSC-S GME Programs, including but not limited to Academic Faculty, Residents and Fellows.
- (50) “LSU Teaching Service” means the LSU Faculty and Residents holding the Collaborative Residency Positions and having the capacity and expertise to provide the services to be rendered pursuant to Section 4.1.
- (51) “LWC” means the Louisiana Workforce Commission.
- (52) “MAA” means the Master Affiliation Agreement between LSU and BRFH in such form as LSU and BRFH may agree, which documents the GME responsibilities between LSU, LSUHSC-S and BRFH and describes the LSUHSC-S GME Programs.
- (53) “Major Participating Site” has the meaning set forth in the Glossary of Terms published by ACGME with respect to graduate medical education programs.
- (54) “Master Hospital Lease” has the meaning set forth in Section 2.1.
- (55) “Material Adverse Effect” means any action or inaction that, in the context of this agreement as a whole, would prevent or significantly impair a Party’s ability to meet its obligations in this Agreement.
- (56) “MCA” means the Master Collaborative Agreement set forth in Article VII.
- (57) “Medically Indigent” means any person whose income is below two hundred percent of the federal poverty level and who is uninsured unless otherwise defined by Louisiana law.
- (58) “Order” means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Body or arbitrator.
- (59) “Original CEA” means that certain Cooperative Endeavor Agreement dated September 30, 2013 to which the Parties and DHH are parties.
- (60) “Party” and “Parties” has the meaning set forth in the preface.
- (61) “Permits” means all permits, licenses, approvals, qualifications, rights, accreditations, certificates, certifications, consents, interim licenses, permits and other authorizations issued to or on behalf of LSUHSC-S or LSU benefiting, relating or affecting solely the Hospitals or the operation thereof, and all renewals, replacements and substitutions therefor, now or hereafter required or issued by any governmental authority related thereto.
- (62) “Person” means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Governmental Body.
- (63) “Personal Property Leases” has the meaning set forth in Section 2.3(b).
- (64) “Proceeding” means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator.
- (65) “Protected Health Information” or “PHI” has the meaning as defined in 42 U.S.C. §§ 1320d-1320d-8 and 42 C.F.R. §§ 160, 162 and 164, more commonly known as HIPAA.
- (66) “Provider Numbers” shall mean all numbers or other identifying designations issued or assigned to a provider for purposes of a provider agreement, reimbursement or other payment or claims processing, including without limitation provider numbers as designated for purposes of Medicare, Medicaid, CHAMPUS or other governmental or third party payer programs.
- (67) “Receiving Party” has the meaning set forth in the definition of “Confidential Information.”

- (68) "Resident" means an individual admitted to the LSUHSC-S GME Programs as a resident.
- (69) "Retained Liabilities" has the meaning set forth in Section 2.4.
- (70) "Service Area" means the primary sites at which LSU provides medical care to patients in the Shreveport and Monroe.
- (71) "Shreveport Hospital" means LSU Medical Center - Shreveport in Shreveport, Louisiana
- (72) "Sponsoring Institution" has the meaning set forth in the Glossary of Terms published by ACGME with respect to graduate medical education programs.
- (73) "State" means the State of Louisiana by and through its Division of Administration
- (74) "State Health Care Providers" means all clinical LSU Personnel as defined in I.A.R.S. 40:1299.39, *et seq.*
- (75) "Term" means the Initial Term and all extensions thereof.
- (76) "Termination Process" has the meaning set forth in Section 13.5.
- (77) "Terminating Event" has the meaning set forth in Section 13.2.
- (78) "Transferred Assets" has the meaning set forth in Section 2.3.
- (79) "Wind Down Period" has the meaning set forth in Section 13.6.

**EXHIBIT 2.1 TO COOPERATIVE ENDEAVOR AGREEMENT**

**MASTER HOSPITAL LEASE AGREEMENT**  
**(LSU Medical Center - Shreveport)**  
**(E.A. Conway Medical Center)**

This Master Hospital Lease Agreement (this "Lease") is made and entered into effective the 30<sup>th</sup> day of September, 2013 by and among:

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE**, a public constitutional corporation of the State of Louisiana, represented herein by F. King Alexander, President of the Louisiana State University System, duly authorized by virtue of Resolutions of the Board of Supervisors, adopted May 28 and June 7, 2013, with a mailing address of 3810 West Lakeshore Drive, Louisiana State University, Baton Rouge, Louisiana 70808 (Federal I.D. No. XX-XXX0848) (hereinafter referred to as "LSU" or "Lessor");

**DIVISION OF ADMINISTRATION** for the State of Louisiana, acting by and through the Commissioner of Administration (hereinafter referred to as "Division");

**THE STATE OF LOUISIANA, THROUGH THE DIVISION OF ADMINISTRATION**, herein represented and appearing through Kristy H. Nichols, Commissioner of Administration, Division of Administration, Office of the Governor, State of Louisiana, under the authority granted pursuant to La. R.S. 39:11 and other applicable law, whose mailing address is Post Office Box 94095, Baton Rouge, Louisiana 70804-9095, (herein referred to as "State");

**BRF HOSPITAL HOLDINGS, L.L.C.**, a Louisiana limited liability company, represented herein by Stephen F. Skrivanos, its Chairman, duly authorized by virtue of a resolution adopted September 25, 2013, with a mailing address of 1505 Kings Highway, Shreveport, Louisiana 71133 (Federal I.D. No. XX-XXX9229) (hereinafter referred to as "Lessee"); and

provides as follows:

**WITNESSETH**

**WHEREAS**, LSU is a public corporation organized and existing under the constitution and 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; and,

**WHEREAS**, Lessee is a limited liability company organized and existing under the laws of the State of Louisiana pursuant to La R.S. 12:1301 ,et seq., committed to provide healthcare and hospital services and furthering the development of medical and clinical professionals in the State of Louisiana and, in particular, its service area; and,

**WHEREAS**, LSU, Lessee, the State and the Louisiana Department of Health and Hospitals (“DHH”) are parties to a Cooperative Endeavor Agreement dated September 30, 2013 (as the same may be amended from time to time, the “CEA”), pursuant to which LSU, Lessee, the State and DHH will collaborate for Lessee to provide hospital services to patients and maintain nationally recognized graduate medical education programs; and,

**WHEREAS**, this Lease is an integral aspect of the CEA and furthers the above stated goals; and,

**WHEREAS**, Lessor operates the hospital facilities and associated outpatient clinics known as LSU Medical Center–Shreveport in Shreveport, Louisiana (“Shreveport Hospital”) and E.A. Conway Medical Center in Monroe, Louisiana (“E.A. Conway” and together with Shreveport Hospital, referred to herein as the “Hospitals”); and,

**WHEREAS**, Lessor is the owner of (i) the parcel(s) of land located in Shreveport, Caddo Parish, Louisiana, as described on Exhibit A-1 attached hereto and made a part hereof (the “Shreveport Land”), (ii) all buildings (including the hospital building in which the Shreveport Hospital is located with an address of 1501 Kings Highway, Shreveport, Louisiana 71133), parking areas and lots appurtenant to such building and structures presently situated upon the Shreveport Land (collectively, the “Shreveport Improvements”); (iii) all servitudes, rights and appurtenances relating to the Shreveport Land and the Shreveport Improvements (collectively, the “Shreveport Appurtenant Rights”); and (iv) all equipment, machinery, fixtures, and other

items of property, including all components thereof, now and hereafter permanently affixed to or incorporated into the Shreveport Improvements, including, without limitation, all furnaces, boilers, heaters, electrical equipment, heating, plumbing, lighting, ventilating, refrigerating, incineration, air and water pollution control, waste disposal, air-cooling and air-conditioning systems and apparatus, sprinkler systems and fire and theft protection equipment, all of which to the greatest extent permitted by law, are hereby deemed by the parties hereto to constitute real estate, together with all replacements, modifications, alterations and additions thereto (collectively the “Shreveport Fixtures”, and together with the Shreveport Land, the Shreveport Improvements and the Shreveport Appurtenant Rights, the “Shreveport Premises”); and

**WHEREAS**, Lessor is the owner of (i) the parcel(s) of land located in Monroe, Ouachita Parish, Louisiana, as described on Exhibit A-2 attached hereto and made a part hereof (the “Monroe Land”), (ii) all buildings (including the hospital building in which E.A. Conway is located with an address of 4864 Jackson Street, Monroe, Louisiana 71202), parking areas and lots appurtenant to such building and structures presently situated upon the Monroe Land (collectively, the “Monroe Improvements”); (iii) all servitudes, rights and appurtenances relating to the Monroe Land and the Monroe Improvements (collectively, the “Monroe Appurtenant Rights”); and (iv) all equipment, machinery, fixtures, and other items of property, including all components thereof, now and hereafter permanently affixed to or incorporated into the Monroe Improvements, including, without limitation, all furnaces, boilers, heaters, electrical equipment, heating, plumbing, lighting, ventilating, refrigerating, incineration, air and water pollution control, waste disposal, air-cooling and air-conditioning systems and apparatus, sprinkler systems and fire and theft protection equipment, all of which to the greatest extent permitted by law, are hereby deemed by the parties hereto to constitute real estate, together with all

replacements, modifications, alterations and additions thereto (collectively the “Monroe Fixtures”, along with the Monroe Land, the Monroe Improvements and the Monroe Appurtenant Rights, the “Monroe Premises”) (the Monroe Premises and the Shreveport Premises collectively referred to as the “Leased Premises”); and,

**WHEREAS**, (1) the Shreveport Premises includes approximately 1,111,752 square feet in the aggregate of hospital, medical office, clinic space, and ambulatory surgical space; and (2) the Monroe Premises includes approximately 350,503 square feet of hospital, medical office, clinic space, and ambulatory surgical space; and,

**WHEREAS**, Lessee desires to lease the Leased Premises on which operations of the Hospitals are conducted; and,

**WHEREAS**, this Lease furthers the educational and public service missions of Lessor.

**NOW, THEREFORE**, in consideration of Lessor’s obligation to lease the Leased Premises to Lessee, the rent to be paid by Lessee to Lessor during the term of this Lease, and the mutual benefits accruing to the parties under this Lease and the CEA, the parties do hereby enter into this Lease on the following terms and conditions:

## **ARTICLE I LEASED PREMISES; TERM**

**Section 1.01 Leased Premises.** For the consideration and upon the terms and conditions hereinafter expressed, Lessor leases the Leased Premises unto Lessee, here present and accepting the same, commencing on the Commencement Date (as defined below), for the Term (as defined below), unless otherwise terminated sooner in accordance with the terms and conditions set forth in this Lease or in the CEA. Lessee or Lessee’s agent has had an opportunity to visually inspect the Leased Premises and acknowledges that the Leased Premises appear in good and acceptable condition as of the execution of this Lease.

**Section 1.02 Limited Waiver of Warranties.** Except as otherwise provided in this Lease, the State and LSU make no warranty of fitness, condition or title whatsoever, and Lessee hereby waives any such warranties and acknowledges that the State and LSU are not making any such warranties whatsoever, other than the warranty of peaceful possession against eviction from, or disturbance in fact caused by a person who successfully obtains, pursuant to final definitive judgment, ownership or a right to possession of, the Leased Premises, in whole or in material part, which adversely and materially affects the operations of the Hospitals. Notwithstanding the foregoing, and to the extent allowed by law, the State and LSU hereby agree that the State and LSU, at their sole cost, shall defend and indemnify Lessee against any and all claims and lawsuits challenging the right of Lessee to lease and occupy, or otherwise materially disturbing Lessee's actual physical possession of, all or part of the Leased Premises which adversely affects the operations of the Hospitals.

**Section 1.03 Term of Lease.** The Term of this Lease shall begin on the Commencement Date, and, unless earlier terminated in accordance with Section 12.02, shall continue for an initial term of five (5) years (the "Initial Term" and together with all extensions, the "Term"). Beginning on the expiration of the first (1st) 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 first (1st) year of the Initial Term, the Term of this Lease shall be a Rolling Five-Year Term; provided, however, that the extension provision of this sentence shall no longer apply if Lessee provides the other parties with written notice at least one hundred eighty (180) calendar days prior to an Extension Date that Lessee does not intend to extend the Term of this Lease. Notwithstanding the foregoing, the Term of this



Lease shall not exceed a total of ninety nine (99) years and this Lease shall automatically terminate upon completion of the 99<sup>th</sup> year. During the first five months of the fifth year of the Initial Term and of each fifth year thereafter, Lessee and Lessor shall engage an independent nationally recognized valuation expert on hospital facilities to appraise the fair market value of this Lease, excluding Lessee's building improvements. If the fair market value of the Lease payments, as determined by the valuation expert, is five percent (5%) less than or greater than the Leased Premises Rent payment in effect as of the valuation date, the Leased Premises Rent payment will be adjusted, up or down, to the fair market value. The adjusted fair market value Leased Premises Rent will then become the base rent for CPI adjustments as described in Section 2.04. Notwithstanding anything in this Lease to the contrary, the parties acknowledge that any early termination or the expiration of the CEA shall cause this Lease to simultaneously terminate; provided, however, any such termination of this Lease shall be subject to the Wind Down Period (as defined and described in the CEA).

**Section 1.04 Commencement Date.** For purposes of this Lease, the term "Commencement Date" shall mean 12:00 a.m. on October 1, 2013, unless otherwise mutually agreed upon by the parties in writing, which agreement not to be unreasonably withheld, conditioned or delayed.

## **ARTICLE II RENT**

**Section 2.01 Monthly Base Rent.** During the Term, the annual base rent for the Leased Premises (the "Leased Premises Rent") shall be \$38,763,891.38; provided, however, that during the Term, Lessee may seek to have certain portions of Shreveport Premises or the Monroe Premises removed from Exhibits A-1 and A-2 and to have the annualized Lease Premises Rent due and payable for the remainder of the Term (together with all installments

thereof as provided in this Article II) equitably adjusted to account for any such change(s) in the Leased Premises. Lessor and Lessee shall negotiate in good faith as to whether the requested portion of the Shreveport Premises or the Monroe Premises should be removed from this Lease. The Leased Premises Rent shall be payable by Lessee to LSU in twelve (12) equal monthly installments (the "Leased Premises Monthly Rent"), with the rent for the first two months of the Initial Term being due and payable on November 1, 2013, and the remaining installments being due and payable, respectively on the first (1<sup>st</sup>) day of each calendar month thereafter during the Term. Notwithstanding the foregoing, the Leased Premises Monthly Rent for the months of July, August and September, 2014 shall be paid by Lessee to Lessor on or before June 30, 2014 and no Leased Premises Monthly Rent payments shall be due during those months. The payment of the Leased Premises Monthly Rent shall resume on October 1, 2014 and shall continue on the first (1<sup>st</sup>) day of each calendar month thereafter during the Term. Notwithstanding the foregoing, Lessor, Lessee and the State may mutually agree in writing to the pre-payment of all or part of the Leased Premises Monthly Rent at any time in the future on such terms and conditions as are acceptable to them. In the event the Commencement Date should fall on a date other than the first day of a calendar month, the first Leased Premises Monthly Rent payment shall be prorated based on the actual number of days in such calendar month from and including the Commencement Date to and including the last day of such calendar month. In the event that the last day of the Term is a day other than the last day of a calendar month, the last Leased Premises Monthly Rent payment shall be prorated based on the actual number of days in such calendar month from and including the first day of such calendar month to and including the last day of the Term.

**Section 2.02 Additional Rent.** In addition to the Leased Premises Monthly Rent, Lessee shall also pay any and all other charges or payments which Lessee is or becomes obligated to pay pursuant to this Lease (collectively, the "Additional Rent" and together with the Leased Premises Monthly Rent, the "Rent"). Except as otherwise set forth herein, any Additional Rent owed to Lessor shall be due within thirty (30) days after receipt of any invoice therefor from Lessor, which invoice shall include a description and itemization of such Additional Rent due.

**Section 2.03 Rent Payments.** All Rent is payable by Lessee to Lessor (i) at the following address, until notified differently in writing by Lessor: P. O. Box 91308, Baton Rouge, Louisiana 70821, or (ii) by wire transfer pursuant to the wiring instructions given to Lessee by Lessor.

**Section 2.04 Adjustments to Leased Premises Monthly Rent.**

(a) Commencing with the first anniversary of the Commencement Date, the Leased Premises Rent shall be adjusted upward or downward every anniversary of the Commencement Date, using the Index by dividing the Current Index by the Base Index and multiplying the resulting quotient by the annual Leased Premises Rent payable under Section 2.01 of this Lease. The adjusted Leased Premises Rent for the year following the adjustment shall be determined by using the applicable Current Index divided by the Base Index times the Leased Premises Rent set forth in Section 2.01. Notwithstanding the foregoing, the Leased Premises Rent shall not be adjusted downward to a level below the initial Leased Premises Rent amount.

(b) For purposes of this Lease, the term "Base Index" shall mean the Index for the month of September of 2013.

(c) For purposes of this Lease, the term "Current Index" shall mean the Index for the month of September immediately preceding each anniversary date of the Commencement Date.

(d) For purposes of this Lease, the term "Index" shall mean the Consumer Price Index — U.S. City Average For All Items For All Urban Consumers (1982-1984 = 100) (the "Index"), published monthly in the "Monthly Labor Review" of the Bureau of Labor Statistics of the United States Department of Labor, or if the current Index is no longer available or is no longer published at a frequency needed to calculate the aforementioned adjustment, then the current equivalent of the Index.

**Section 2.05 No Adjustments or Offsets.** This Lease is intended to be a net lease, meaning that except for any Rent abatement and set-off rights specifically set forth in this Lease or in Section 14.2 of the CEA, the Rent provided for herein shall be paid to Lessor without deduction for any expenses, charges, insurance, taxes or set-offs whatsoever of any kind, character or nature; it being understood and agreed to by Lessee that as between Lessee and Lessor, Lessee shall bear responsibility for the payment of all costs and expenses associated with the management, operation, maintenance and leasehold improvements of the Leased Premises, including without limitation all costs and expenses described in Article VI. Under no circumstances will Lessor be required to make any payment on Lessee's behalf or for Lessee's benefit under this Lease, or assume any monetary obligation of Lessee or with respect to the Leased Premises under this Lease.

### ARTICLE III USE

**Section 3.01 Permitted Use.** (a) the Shreveport Premises shall be used and/or occupied by Lessee solely for a hospital, medical business offices, medical staff offices, medical education staff offices, medical clinics, outpatient pharmacy operations or any other medical, educational or hospital use or uses (including, without limitation, surgical, research and laboratory facilities) together with any uses that are accessory to any of the foregoing; and (b) the Monroe Premises shall be used and/or occupied by Lessee solely for a hospital, medical business offices, medical staff offices, medical education staff offices, medical clinics, outpatient pharmacy operations or any other medical, educational or hospital use or uses (including, without limitation, surgical, research and laboratory facilities) together with any uses that are accessory to any of the foregoing (each of the uses described in Section 3.01(a) and Section 3.01(b) above, individually or collectively, a “Permitted Use”), and for no other purposes without the prior written consent of Lessor which consent shall not be unreasonably withheld, delayed or conditioned. Lessee will conduct the operations of the Hospitals on the Leased Premises in compliance with all federal, state, local and parish rules, laws, ordinances, and governmental regulations, orders, codes and decrees (individually or collectively, the “Law”) and in accordance with the provisions of the CEA.

### ARTICLE IV SUBLETTING AND ASSIGNMENT

**Section 4.01 No Assignment.** Lessee shall not assign this Lease or any interest therein without the prior written consent of Lessor, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, Lessee may, with prior written notice to Lessor, but without the consent of Lessor, assign its interest as Lessee under this Lease to a non-profit

corporation, limited liability company, limited liability partnership or other non-profit legal entity wholly owned or controlled by Lessee or Biomedical Research Foundation of Northwest Louisiana (“BRF”), or to any non-profit entity that is a successor by merger to the Lessee or that acquires Lessee or all or substantially all of the assets of Lessee, provided that such assignee assumes Lessee's obligations hereunder by operation of law or agrees to assume in writing Lessee's obligations hereunder without release of Lessee, all in form and substance approved in writing by Lessor.

**Section 4.02 No Subletting.** Lessee may not sublease all or any portion of the Leased Premises, without the prior written consent of Lessor, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, Lessee may, with prior written notice to Lessor, but without the consent of Lessor, sublease all or a portion of the Leased Premises to a nonprofit corporation, limited liability company, limited liability partnership, or other nonprofit legal entity wholly owned or controlled by Lessee or BRF, or to any nonprofit entity that is a successor by merger to Lessee or that acquires Lessee or all or substantially all of **the** assets of Lessee.

**Section 4.03 Lessee Remains Liable.** In no event shall any assignment or subletting of all or any portion of the Leased Premises release Lessee from any obligations under this Lease, unless such release shall be evidenced by Lessor's express written agreement at the time of such assignment or subletting, which agreement may be granted or withheld in Lessor's sole discretion.

**ARTICLE V  
IMPROVEMENTS AND ALTERATIONS BY LESSEE**

**Section 5.01 Lessee's Improvements and Alterations.**

(a) All alterations and improvements to the Leased Premises, including, but not limited to, Major Alterations (collectively, "Improvements") shall be made in accordance with La. R.S. 17:3361, et seq. Such Improvements shall not reduce the then fair market value of the Leased Premises, and shall not adversely impact the structural integrity of the Leased Premises. Approval by Lessor or the Division of any Major Alterations shall not constitute any warranty by Lessor or the Division to Lessee of the adequacy of the design for Lessee's intended use of the Leased Premises. All work performed for or by Lessee shall be subject to and in accordance with all federal, state, parish and city building and/or fire department codes and ordinances. Any required alterations performed in connection with such Improvements to meet said codes and ordinances shall be performed by Lessee, at Lessee's expense. All work shall be performed for or by Lessee in a good and workmanlike manner, and Lessee shall prosecute the same to completion with reasonable diligence. Lessee shall complete all Improvements so as not to create any liens or encumbrances against the Leased Premises or Lessee's leasehold interest or any of Lessor's property, and Lessee shall furnish: (i) a clear lien certificate for any Major Improvements to the Leased Premises; or (ii) any other evidence thereof with respect to any Improvements to the Leased Premises which are not Major Improvements. For purposes of this Lease, the term "Major Alteration" means any alteration or other change to the Leased Premises: (i) which is structural in nature; or (ii) which would materially change the Leased Premises exterior appearance; or (iii) which would materially change or affect the electrical, mechanical, life/safety, heating, ventilating and air conditioning or utilities systems or routing servicing of the

Leased Premises; and (iv) which is estimated in good faith to cost in excess of Five Hundred Thousand Dollars (\$500,000.00).

(b) Before the commencement of any work in excess of Five Hundred Thousand Dollars (\$500,000.00) for construction of Improvements, Lessee shall supply Lessor with appropriate performance and payment bonds. These bonds are at Lessee's expense and shall be issued in a form satisfactory to Lessor and in such a manner as to protect the Lessor's interest in the Leased Premises. Any requirement of this Section 5.01(b) may be waived with the consent of Lessor and Division, which consent shall not be unreasonably withheld, delayed or conditioned.

(c) The rights, responsibilities and obligations of the Division of Administration, Office of Facility Planning and Control ("FPC") shall be governed by the provisions of La. R.S. 17:3361, La. R.S. 40:1724, and all other regulatory and statutory authority granted to the Division of Administration, FPC with respect to maintenance, repair and/or improvements to public buildings and property.

(d) Upon termination of this Lease for any reason other than a Lessee Event of Default (as defined in Section 12.01 hereof), in addition to any other amounts that may be due to Lessee, LSU and DOA shall pay to Lessee an amount equal to the book value as of such termination date of the unamortized Major Alterations made by Lessee to the Leased Premises that were approved by Lessor and the Division in accordance with this Section 5.01, computed on a GAAP basis (herein "Unamortized Improvements"), but only to the extent such payment is funded by the State in accordance with Section 14.11 hereof; provided, however, any such obligation to pay pursuant to this Section 5.01(d), shall be reduced on a dollar-for-dollar basis to the extent any State, Division or Lessor funds are expended to improve the Leased Premises



subsequent to the Commencement Date of this Lease, because of a failure by Lessee to satisfy its obligations hereunder. The Parties agree that no action is authorized under this Lease that would jeopardize the tax exempt status of any bonds that have been issued in connection with capital improvements contemplated on the Commencement Date in the Capital Outlay Act of 2013 or that may be issued after the Commencement Date.

**Section 5.02 Cost of Lessee's Improvements.** Lessee shall be solely responsible for the costs of all Improvements to the Leased Premises undertaken by Lessee pursuant to Section 5.01. Following completion of any Improvements, Lessee shall provide to Lessor a lien waiver from Lessee's contractor covering the cost of work, materials and equipment supplied by the contractor and all subcontractors and materialmen. All Improvements made to the Leased Premises by Lessee shall become and remain the property of Lessor at the termination of this Lease without any cost to Lessor. Notwithstanding the foregoing, if Lessee performs a Major Alteration without obtaining Lessor's and Division's consent (or deemed consent as set forth above) or subsequent written approval, in addition to any other remedy available for such violation, Lessor may, at its option, by written notice to Lessee require that Lessee remove the Major Alteration specified in such notice and return the Leased Premises to their condition prior to the unauthorized performance of the Major Alteration. If Lessee fails to remove such a Major Alteration and restore the Leased Premises to its original condition within sixty (60) days of the above-described written notice, or if such removal and restoration cannot be completed in sixty (60) days, and Lessee does not commence such removal and restoration within sixty (60) days and perform the removal and restoration diligently to completion, Lessee shall promptly reimburse, as Additional Rent, the Lessor for any expense that Lessor incurs in performing such removal and restoration. Lessee may purchase such additional personal property, fixtures,

equipment, furniture and other unattached items of personal property which Lessee may like to place in the Leased Premises including, but not limited to, counters, shelving, chairs and other unattached movable machinery, equipment and inventory (collectively, the “Personal Property”), and the Personal Property shall be owned by Lessee and may be removed from the Lease Premises by Lessee at the end of this Lease; provided, however, that Lessee shall repair **any** damage to the Leased Premises caused by such removal. Lessee's **Personal Property** shall not include the equipment leased by Lessor to Lessee pursuant to the Equipment Lease.

## **ARTICLE VI OPERATION, MAINTENANCE, REPAIR, SECURITY AND OTHER SERVICES**

**Section 6.01 Operation.** Lessee shall be responsible to procure and maintain all services and equipment necessary or required for its operation of the Hospitals and use of the Leased Premises.

**Section 6.02 Use.** Lessee shall procure and maintain all licenses, permits and accreditations (if any) required for its use of the Leased Premises.

**Section 6.03 Maintenance and Repair.**

(a) Lessee shall, during the Term, at its sole cost and expense, maintain the Leased Premises, including all fixtures located therein, and make and perform all maintenance, repairs, restorations, and replacements to the Leased Premises, including without limitation the heating, ventilating, air conditioning, mechanical, electrical, elevators, telephone, cable and other utility lines, plumbing, fire, life/safety, sprinkler and security systems, computer service, air and water pollution control and waste disposal facilities, fixtures, equipment, and appurtenances to the Leased Premises as and when needed to maintain them in as good a working condition and

repair (ordinary wear and tear and casualty excepted) as existed as of the Commencement Date, regardless of whether such maintenance, repairs, restorations or replacements are ordinary or extraordinary, routine or major, foreseeable or unforeseeable and regardless of by whom such items were placed in the Leased Premises. All maintenance, repairs, restoration, or replacements shall be of a quality and class equal to or better than the quality and class presently located in the Leased Premises. If Lessee fails to commence such maintenance, repairs, restoration, or replacements, within sixty (60) days of receipt of Lessor's notice that such maintenance repairs, restoration, or replacements are necessary (or within such longer period of time as may reasonably be required to commence such work), Lessor may (but shall not be obligated to) make or cause to be made such repairs, restoration, and replacements, at the expense of Lessee, and shall be entitled to collect the same from Lessee as Additional Rental due hereunder within thirty (30) days of written demand by the Lessor.

(b) It is understood and agreed that except as provided in Section 5.1 of the CEA, Lessor shall have no obligation to incur any expense of any kind or character in connection with the maintenance, repair, restoration or replacement of the Leased Premises during the Term. Except as provided in Section 5.1 of the CEA, Lessor shall not be required at any time to make any improvements, alterations, changes, additions, repairs or replacements of any nature whatsoever in or to the Leased Premises, or to maintain the Leased Premises in any respect whatsoever, whether at the expense of Lessor, Lessee or otherwise

(c) Lessee agrees that all Improvements to the Leased Premises constructed by Lessee pursuant to this Lease shall comply with the requirements of Title 40, Chapter 8, Part V, of the Louisiana Revised Statutes, "EQUAL ACCESS TO GOVERNMENTAL AND PUBLIC FACILITIES FOR THE DISABLED COMMUNITY," more specifically, sections La. R.S.

40:1731 through 40:1744, and any new or modified requirements imposed to make the Leased Premises accessible to persons with disabilities as would be applicable to LSU or to a state agency.

(d) Lessee further agrees to make, at its own expense, all changes and additions to the Leased Premises required by reason of any change in Law that occurs after the Commencement Date (subject to obtaining any Lessor approvals that may be required by this Lease), including the furnishing of required sanitary facilities and fire protection facilities, and Lessee shall furnish and maintain all fire extinguishers and other equipment or devices necessary to comply with the order of the Louisiana State Fire Marshal; provided however, that in the event of any Major Alterations to the Leased Premises, the written consent of the Lessor must be obtained prior to the commencement of any work in accordance with Section 5.01 hereof. Lessee shall further be responsible for all costs associated with any required periodic inspections and servicing of fire extinguishers and other safety equipment or devices, or any licenses or permits required by the State Fire Marshal's office. At no expense to Lessor, Lessee agrees to comply with any order issued during the Term by the State Fire Marshal's Office within the timeframe mandated by that Office.

(e) Lessor agrees to preserve all available warranties of workmanship related to the Leased Premises and agrees to exercise its rights with respect to all such warranties with reasonable diligence following receipt of written request from Lessee.

(f) Lessee further agrees to do at no expense to Lessor, painting of the exterior and interior as applicable and as necessary to maintain the Leased Premises in a neat, clean, safe, sanitary and habitable condition.

(g) Lessee shall have the sole responsibility of all maintenance and repairs to all equipment operational at the time of occupancy, to the extent needed for its use of the Leased Premises or to the extent necessary to preserve and protect the Leased Premises, including but not limited to boilers, elevators, HVAC, fire panels, lock and security systems and the public address system, and shall ensure that all such equipment is properly maintained in clean, safe, and continues in an operable condition. Lessee shall be responsible for all routine preventative maintenance and repairs on all such operational equipment, including but not limited to, the HVAC systems; provided, however, that any such routine preventive maintenance and repairs shall be consistent with LSU's current practice and performed in accordance with manufacturer recommended schedules and be performed by an authorized maintenance/repair contractor. Lessee shall be responsible for ensuring that all necessary certification is maintained on any and all such equipment and machinery, including, but not limited to, certification required by the State Fire Marshal and DHH.

(h) Without limiting anything in this Lease, Lessee shall comply with the maintenance standards outlined in maintenance policies, procedures, manuals and logs maintained by each Hospital's Director of Physical Plant (the "Maintenance Standards"). Lessee may propose alternative equivalent maintenance standards for approval by Lessor within forty-five (45) days of the execution of this Lease by all of the parties. Lessor, to the best of its knowledge and belief, has maintained the Leased Premises in accordance with the Maintenance Standards.

**Section 6.04 Security and Other Services.** Lessee shall provide or cause to be provided all security service, custodial service, janitorial service, medical waste disposal, trash disposal, pest control services and all other services necessary for the proper upkeep and

maintenance of the Leased Premises. Lessee acknowledges that Lessor has made no representation or warranty with respect to systems and/or procedures for the security of the Leased Premises, any persons occupying, using or entering the Leased Premises or any equipment, finishing, or contents of the Leased Premises. It is the sole responsibility of Lessee to provide for the security of persons on or entering the Leased Premises and/or property located at the Leased Premises, in accordance with Lessee's reasonable and prudent business practices utilized for similar facilities.

#### **ARTICLE VII UTILITIES**

Lessee shall arrange and timely pay for the furnishing of all utilities which are used or consumed in or upon or in connection with the Leased Premises during the Term, including without limitation water, gas, electricity, medical gases, sewerage, garbage, or trash removal, light, heat, cable, internet and telephone, power, and other utilities necessary for the operation of the Hospitals and the Leased Premises (individually or collectively, the "Utility Service"), and all Utility Service shall be obtained in or transferred to Lessee's name as of the Commencement Date and maintained in Lessee's name throughout the Term. Such payments shall be made by Lessee directly to the respective utility companies furnishing such Utility Services under such contract or contracts therefor as Lessee may make. Lessor shall have no responsibility to Lessee for the quality or availability of Utility Service to the Leased Premises, or for the cost to procure Utility Service. Lessor shall not be in default under this Lease or be liable to Lessee or any other person for any direct, indirect or consequential damage, or otherwise, for any failure in supply of any Utility Service by the provider of any Utility Service. All future telephone and other communications lines which are an addition to those already present shall be installed at the expense of the Lessee. Lessee shall be responsible for providing entrance cable and facilities into

the building(s) to the extent not in place as of the Commencement Date to accommodate the telephone, computer and other electronic needs of the Leased Premises. Conduits of sufficient size to meet future or additional installation requirements of Lessee will be provided by Lessee.

## **ARTICLE VIII INSURANCE**

**Section 8.01 Lessee Responsibility for Insurance Coverage.** Throughout the Term, Lessee shall secure and maintain or cause to be secured and maintained at its sole cost and expense:

(a) Special form (formerly known as "all risk") property insurance, including loss or damage caused by fire, lightening, earthquake, named storm, collapse, sewer backup, vandalism and malicious mischief, flood and storm surge which insurance shall be in an amount not less than one hundred percent (100%) of the then-full replacement cost of the buildings and improvements on the Leased Premises, without deduction for depreciation;

(b) A policy of commercial general liability insurance with respect to the Leased Premises and Lessee's operations, whether conducted on or off the Leased Premises, against liability for personal injury (including bodily injury and death) and property damage caused by, attributed to, or incurred in connection in any manner with the lease, use, operation, management, maintenance, replacement or repair of the Leased Premises of not less than \$5,000,000 combined single limit per occurrence. Such comprehensive public liability insurance shall specifically include, but shall not be limited to, sprinkler leakage legal liability, water damage legal liability, and contractual liability covering Lessee's indemnification obligations under this Lease;

(c) A policy of motor vehicle liability insurance for all owned and non-owned vehicles, including rented or leased vehicles with coverage of not less than \$5,000,000 combined single limit per occurrence;

(d) With respect to work to construct Improvements undertaken by Lessee on the Leased Premises, a Builder's Risk policy protecting Lessor against damage caused by demolition, pile or any precarious work, which requirement may be satisfied, at Lessee's option, as a part of a Builder's Risk policy provided by the contractor for a particular construction project.

(e) Boiler and machinery insurance coverage against loss or damage by explosion of steam boilers, pressure vessels and similar apparatus now or hereafter installed on the Leased Premises, in an amount not less than \$5,000,000 with deductible provisions reasonably acceptable to Lessor.

(f) Workers' compensation insurance issued by a responsible carrier authorized under the laws of the State to insure employers against liability for compensation under the Labor Code of the State of Louisiana, or any act hereafter enacted as an amendment thereto or in lieu thereof, sufficient to cover all persons employed by Lessee in connection with its use of the Leased Premises.

(g) Pursuant to the provisions of La. R.S. 40:1299.39, et seq., medical malpractice liability insurance insuring claims arising out of malpractice or negligence occurring at or related to the operations of the Hospitals on the Leased Premises in an amount not less than \$1,000,000; provided, however, the coverage will be increased to limits reasonably acceptable to Lessor and Lessee if Louisiana law limiting the amount of such claims is repealed or amended to raise the limits on such claims.



**Section 8.02 Additional Requirements.**

(a) All insurance required in this Article VIII and all renewals of such insurance shall be issued by companies authorized to transact business in the State of Louisiana, and rated at least A- Class VII by Best's Insurance Reports or as approved by Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. All insurance policies provided by Lessee shall expressly provide that the policies shall not be canceled or materially altered without thirty (30) days' prior written notice to Lessor and the Division. Lessee may satisfy its obligation under this Section by appropriate endorsements of its blanket or excess insurance policies.

(b) All policies of liability insurance Lessee maintains according to this Lease will name Lessor and its board members, officers, employees and agents, and such other persons or **firms** as Lessor reasonably specifies from time to time as additional insureds (collectively, the "LSU Insured Parties"), and Lessor shall also be named as a loss payee on any property damage insurance.

(c) Lessor reserves the right to reasonably request copies of original policies (together with copies of the endorsements naming Lessor, and any others reasonably specified by Lessor, as additional insureds). Certificates of insurance and the declaration page for each policy shall be delivered to Lessor upon occupancy of the Leased Premises. All insurance required hereby shall provide that any failure of Lessee to comply with reporting requirement of a policy required hereby shall not affect coverage provided to the LSU Insured Parties.

(d) All liability policies maintained by Lessee pursuant to this Lease shall be written as primary policies, not contributing with and not in excess of coverage that Lessor may carry, if any.

(e) All insurance required hereby shall provide that the insurance companies issuing such required policies shall have no recourse against LSU for payment of premiums or for assessments under any form of the policies.

(f) The coverage required hereunder shall contain no special limitations on the scope of protection afforded to the LSU Insured Parties.

(g) All insurance required hereunder shall be occurrence coverage with the exception of medical malpractice insurance which may be claims made coverage. If BRFHH elects to procure a claims made policy for medical malpractice, BRFHH will ensure that the Commencement Date is the start date of the coverage under the policy, with LSU named as an additional insured. Additionally, BRFHH will be obligated to purchase an extended reporting endorsement on an unlimited basis (unlimited tail coverage) at the termination of this Lease regardless of cause.

(h) Any deductibles or self-insured retentions must be declared to Lessor. Lessee shall be responsible for deductibles and self-insured retentions.

**Section 8.03 Condemnation, Casualty and Other Damage.** The risk of loss or decrease in the enjoyment and beneficial use of the Leased Premises due to any damage or destruction thereof by acts of God, fire, flood, natural disaster, the elements, casualties, thefts, riots, civil strife, lockout, war, nuclear explosion, terrorist attack or otherwise (individually or collectively, the "Casualty"), or by the taking of all or any portion of the Leased Premises by condemnation, expropriation, or eminent domain proceedings or a conveyance in lieu thereof (individually or collectively, the "Expropriation") is expressly assumed by Lessee. None of the foregoing events shall entitle Lessee to any abatements, set-offs or counter claims with respect to payment of its Rent, or any other obligation hereunder, except as specifically set forth below.

Notwithstanding anything else in this Lease to the contrary, Lessor is not obligated to restore, replace or repair any damage to the Leased Premises or to Lessee's fixtures, furniture, equipment or other personal property or make any alterations, additions, or improvements to the Leased Premises caused as a result of a Casualty or an Expropriation.

**Section 8.04 Restoration Obligations.**

(a) If all or any portion of the Leased Premises is damaged or destroyed by a Casualty, Lessee shall, as expeditiously as possible, continuously and diligently prosecute or cause to be prosecuted the repair, restoration, or replacement thereof, at Lessee's sole cost and expense. Lessee may, at its option and sole discretion, opt to demolish the damaged or destroyed buildings in accordance with La. R.S. 38:2212.2; provided, however, that Lessee shall obtain prior written approval of the Lessor prior to demolishing any building that existed on the Leased Premises when the Lease commenced and constructing new replacement buildings or other improvements under the procedures described in Article V. Lessor shall not unreasonably withhold, condition or delay its consent to the demolition. .

(b) In the event Lessee is unable to repair, restore or replace the Leased Premises for any reason, all insurance proceeds received or payable as a result of such Casualty shall be paid to Lessor and shall be retained by Lessor, and Lessee shall pay to Lessor the amount of any unpaid deductible.

**Section 8.05 Compensation Award.** If either the Shreveport Premises or the Monroe Premises (or both) shall be taken by Expropriation, this Lease shall terminate as of the date of such taking, in which event, Lessor shall retain all compensation awarded or paid upon any such taking of the Leased Premises. If any part of the Leased Premises shall be taken by Expropriation, rendering the remaining portion unsuitable for the business of Lessee, Lessee

shall have the option to terminate this Lease. If the Lease is not terminated as provided in this Section 8.05, then the Rent shall be abated for the balance of the Term remaining in proportion to the portion of the Leased Premises so taken, unless Lessor, at its sole option, restores the remaining portion of the Leased Premises to a complete architectural unit of substantially like quality and character as existed prior to such taking or conveyance. Notwithstanding anything to the contrary contained herein, all compensation awarded or paid upon a total or partial Expropriation of the Leased Premises shall belong to and be the property of Lessor without any participation by Lessee, except that Lessee shall have the right to receive and shall be paid a portion of the award to the extent of the replacement cost of Lessee's leasehold improvements approved by Lessor and the Division as provided herein. Lessee shall provide all evidence and documentation to support such allocation at its sole cost and expense, if a separate award can be made to Lessee. Lessee shall have the right to enter a separate claim against the condemning authority, in which event Lessee shall not participate in Lessor's award; provided, however, that no such separate claim by Lessee shall reduce any compensation or award to be made to Lessor.

## **ARTICLE IX HAZARDOUS MATERIALS**

### **Section 9.01 Hazardous Materials.**

(a) Lessee shall not allow, cause or permit any Hazardous Materials (as defined below) to be generated, maintained, processed, produced, manufactured, used, treated, release, transported, stored, but not including materials existing in or about the Leased Premises prior to the Commencement Date, or disposed of in or about the Leased Premises by Lessee or its officers, directors, employees, agents, invitees or sublessees, other than those Hazardous Materials usually and customarily used for the Permitted Use, as long as such materials are lawfully stored and used by Lessee and the quantity of such materials does not equal or exceed a

“reportable quantity” as defined in 40 CFR § 302, and as may be amended, and so long as such Hazardous Materials are generated, maintained, processed, produced, manufactured, used, treated, released, stored or remediated or disposed of in compliance with all Laws applicable thereto. In no event shall Lessee cause the deposit, release, or discharge of any Hazardous Materials to the air, soil or groundwater of the Leased Premises in violation of applicable Law.

(b) Notwithstanding Section 9.01(a) above, Lessee shall have the right to continue to lawfully use and store certain Hazardous Materials as a “Large Quantity Generator” (collectively, “Permitted Excess”) directly related to the provision of medical services within the Leased Premises (collectively, “Permitted Excess Use”); provided, however, Lessee shall at all times fully comply with all applicable Laws and the provisions set forth in this Lease.

(c) In the event any Hazardous Materials are in any manner generated, maintained, processed, produced, manufactured, used, treated, released, transported, stored, remediated or disposed of in or about Leased Premises, Lessee shall:

(i) fully comply with all applicable Laws; provided, however, to the extent any provisions of federal, state, local, and other Laws conflict or provide inconsistent standards with respect to Hazardous Materials, Lessee shall comply with the strictest of such Laws in each such event of a conflict or inconsistency; and

(ii) apply for and maintain all required licenses, approvals, and other authorizations (including, without limitation, obtaining and maintaining for any Permitted Excess a Hazardous Waste Generator Identification Number from the U.S. Environmental Protection Agency or any successor thereto); and

(iii) accurately mark and label all Hazardous Materials in or about the Leased Premises in accordance with applicable Laws; and

(iv) maintain at all times an accurate inventory of any Permitted Excess of Hazardous Materials in or about the Leased Premises (including, without limitation, the quantities all such Permitted Excess as well as the length of time such Permitted Excess is stored in or about the Leased Premises; and

(v) maintain, update, keep, and preserve all other information and documentation with respect to Hazardous Materials as may be required by applicable Law and as may otherwise be requested by Lessor; and

(vi) cause all Hazardous Materials to be transported from the Leased Premises and disposed of only by professional haulers authorized to handle and transport Hazardous Materials by the U.S. Department of Transportation (“DOT”), all in accordance with applicable Laws; and

(vii) maintain, update, keep, and preserve all material safety data sheets, record keeping, reporting, and other tracking systems for Hazardous Materials (which shall include, without limitation, such records and manifests related to the transportation and disposal of any Hazardous Materials); and

(viii) provide appropriate training and updated training of personnel with respect to Hazardous Materials; and

(ix) devise, update, and maintain at all times a contingency plan for emergencies related in any way to Hazardous Materials which may be located in or about the Leased Premises; and

(x) designate in accordance with applicable Laws and have available at all times such personnel and resources to respond to any emergency associated with Hazardous Materials; and

(xi) timely submit copies of all required reports, applications, inspections, renewals, updates, and other submittals to the appropriate authorities with copies simultaneously sent to Lessor and the Division; and

(xii) not at any time use, store, or handle any such Permitted Excess in quantities or for lengths of time exceeding those permitted by applicable Laws; and

(xiii) not apply for, seek or in any manner utilize any exemptions with respect to Hazardous Materials under applicable Laws without first obtaining Lessor's prior written consent, which consent shall not be withheld, conditioned or delayed; and

(xiv) upon ceasing any Permitted Excess or Permitted Excess Use, comply with all closure provisions under applicable Laws and provide Lessor and the Division with copies of all reports and other submittals with respect to such closure as well as copies of the final closure documentation; and

(xv) promptly respond to inquiries from Lessor or the Division, or any other state agency, and provide such information and documentation with respect to Hazardous Materials in or about (or suspected to be in or about) the Leased Premises.

(d) Lessor shall have access to, and a right to perform inspections and tests of, the Leased Premises as it may desire to determine Lessee's compliance with Laws and Lessee's obligations under this Article IX. Access shall be granted to Lessor upon Lessor's reasonable prior notice to Lessee and at such times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Lessee's operations. Lessee shall reimburse Lessor for the costs and expenses incurred by Lessor for any such inspections and tests, and such amounts shall be deemed Additional Rent payable in accordance with Section 2.02 above. From time to time (including, without limitation, upon the expiration or earlier termination of this Lease), Lessor

shall have the right, at its option and at Lessor's sole cost and expense, to undertake an environmental assessment of the Leased Premises to determine Lessee's compliance with all Laws and Lessee's obligations under this Article IX. Lessor and Lessee agree that Lessor's receipt of or satisfaction with any environmental assessment in no way waives any rights that Lessor holds against Lessee or affects any liabilities of Lessee under this Lease in any manner.

**Section 9.02 Indemnification for Environmental Liabilities.**

(a) Lessee agrees to indemnify, defend (with counsel reasonably acceptable to Lessor at Lessee's sole cost) and hold Lessor and the Lessor Indemnitees (as defined below) harmless from and against all environmental liabilities and costs, liabilities and obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages except as set forth below), disbursements or expenses of any kind (including attorneys' and experts fees and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by or asserted or awarded against Lessor or any of Lessor Indemnitees in connection with or arising from or out of Lessee's violation of any of its obligations set forth in Section 9.01; provided, however, that notwithstanding the foregoing, Lessee shall not be liable for indemnification of consequential damages arising out of or based on claims brought by Lessor or Lessor's employees.

(b) Lessee agrees to indemnify, defend (with counsel reasonably acceptable to Division at Lessee's sole cost) and hold Division and the Division Indemnitees (as defined below) harmless from and against all environmental liabilities and costs, liabilities and obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind (including



attorneys' and experts' fees and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by or asserted or awarded against Division or any of Division Indemnitees in connection with or arising from or out of Lessee's violation of any of its obligations set forth in Section 9.01; provided, however, that notwithstanding the foregoing, Lessee shall not be liable for indemnification of consequential damages arising out of or based on claims brought by Division or Division's employees..

(c) Nothing herein shall require Lessee to indemnify, defend and hold harmless Lessor or its employees, contractors or agents for any environmental liability arising from any Hazardous Materials which were present on the Leased Premises prior to the execution of this Lease, except to the extent Lessee or its employees, agents, or contractors exacerbates or mishandles the same in violation of applicable Law.

**Section 9.03 Survival.** The provisions of Section 9.02 will survive the expiration or earlier termination of this Lease for a period of five (5) years; provided, however, the aforementioned five (5) year period shall not apply to any claim, investigation, or other proceeding that is pending.

## **ARTICLE X INDEMNIFICATION**

### **Section 10.01 Lessee's Indemnification to Lessor.**

(a) Lessee shall indemnify, defend and hold harmless Lessor and its board members, officers, agents, and employees, together with any of their respective successors and assigns (collectively, the "Lessor Indemnitees"), against any and all loss, cost, damage, liability or expense as incurred (including but not limited to actual attorneys' fees and legal costs) arising

out of or related to any claim, suit or judgment brought by or in favor of any person or persons for damage, loss or expense due to, but not limited to, bodily injury, including death, or property damage sustained by such person or persons which arises out of, is occasioned by or is attributable to the acts, omissions, use of, and/or activities on, the Leased Premises by Lessee or its officers, agents, employees, invitees, permittees, contractors or subcontractors. Lessee shall further indemnify, defend and hold harmless the Lessor Indemnitees from any and all claims, demands, litigation or governmental action involving the presence or suspected presence of Hazardous Materials on or in the Leased Premises and any violation of any Law, but solely to the extent any of the foregoing is due to the acts or omissions of Lessee or its officers, agents, employees, invitees, permittees, contractors or subcontractors occurring after the Commencement Date.

(b) All the foregoing indemnification provisions shall apply to Permitted Uses, as well as uses that are not permitted under this Lease.

(c) Notwithstanding any provision to the contrary contained in this Lease, Lessor acknowledges that Lessee's obligation to indemnify and hold any Lessor Indemnitees harmless under this Article X shall not extend to any loss, damages or other claims to the extent arising out of the gross negligence or willful misconduct of any Lessor Indemnitees.

**Section 10.02 Lessee's Indemnification to Division.**

(a) Lessee shall indemnify, defend and hold harmless Division and its officers, agents, and employees, together with any of their respective successors and assigns (collectively, the "Division Indemnitees"), against any and all loss, cost, damage, liability or expense as incurred (including but not limited to actual attorneys' fees and legal costs) arising out of or related to any claim, suit or judgment brought by or in favor of any person or persons

for damage, loss or expense due to, but not limited to, bodily injury, including death, or property damage sustained by such person or persons which arises out of or is occasioned by or is attributable to the acts, omissions, use of, and/or activities on, the Leased Premises by Lessee, its officers, agents, employees, invitees, permittees, contractors, or subcontractors. Lessee shall further indemnify, defend and hold harmless the Division Indemnitees from any and all claims, demands, litigation or governmental action involving the presence or suspected presence of Hazardous Materials on or in the Leased Premises and any violation of any Law, but solely to the extent any of the foregoing is due to the acts or omissions of Lessee, its officers, agents, employees, invitees, permittees, contractors or subcontractors, occurring after the Commencement Date.

(b) All the foregoing indemnification provisions shall apply to Permitted Uses, as well as uses that are not permitted under this Lease.

(c) Notwithstanding any provision to the contrary contained in this Lease, Division acknowledges that Lessee's obligation to indemnify and hold any Division Indemnitees harmless under this Article X shall not extend to any loss, damages or other claims to the extent arising out of the gross negligence or willful misconduct of any Division Indemnitees.

**Section 10.03 Lessor's Indemnification.** To the extent authorized by Law, Lessor will indemnify, defend and hold harmless Lessee and its officers, agents and employees, together with any of their respective successors and assigns, from and against any claims, liabilities, damages, costs, penalties, forfeitures, losses or expenses (including but not limited to actual attorneys' fees and legal costs) to the extent resulting from any injury, loss or damage to persons or property arising out of the negligence or willful misconduct of Lessor, its board members, officers or employees.

**Section 10.04**Division's Indemnification. To the extent authorized by Law, Division will indemnify, defend and hold harmless Lessee and its officers, agents and employees, together with any of their respective successors and assigns, from and against any claims, liabilities, damages, costs, penalties, forfeitures, losses or expenses (including but not limited to actual attorneys' fees and legal costs) resulting from any injury, loss or damage to persons or property arising out of the negligence or willful misconduct of Division, its board members, officers or employees.

**ARTICLE XI  
TAXES, FEES AND LICENSES**

**Section 11.01**Payment of Taxes. Lessee shall collect (as applicable) and pay to the appropriate collecting authorities all federal, state and local taxes and fees, which accrue during the Term on or against or with respect to the Leased Premises, Lessee's Improvements or the business conducted by Lessee on the Leased Premises, if any.

**Section 11.02**Licenses. Lessee shall maintain in effect all federal, state and local licenses and permits required for the operation of the business conducted by Lessee on the Leased Premises.

**ARTICLE XII  
EVENT OF DEFAULT; REMEDIES**

**Section 12.01**Lessee Event of Default. Each of the following shall be an Event of Default by Lessee (each, a "Lessee Event of Default") under the terms of this Lease:

(a) failure by Lessee to pay Rent to Lessor on any date on which the same is due under this Lease, and this failure shall not be cured within fifteen (15) business days after the date of written notice to Lessee of such failure;

(b) failure by Lessee to obtain and maintain all insurance as required under this Lease and/or to furnish to Lessor evidence thereof and/or evidence of payment thereof, if the failure is not cured within fifteen (15) business days after the date of written notice to Lessee of such violation;

(c) a court Order for relief in any involuntary case commenced against Lessee, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, and said Order is not vacated within one hundred twenty (120) days, or the entry of a decree or order by a court having jurisdiction appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of, or for Lessee or a substantial part of the properties of Lessee or order winding up or liquidation of the affairs of Lessee, and the continuance of any such decree or order unstayed and in effect for one hundred twenty (120) consecutive days;

(d) commencement by Lessee of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted;

(e) any failure by Lessee to comply with any material obligations of this Lease (other than those failures described in Sections 12.01(a)-(d)), if such failure is not cured within thirty (30) days after the date of written notice to Lessee of such Lease violation or such longer period of time as may reasonably be required for Lessee to cure the violation, provided that Lessee pursues the cure of the violation with reasonable diligence;

(f) the occurrence of a Terminating Event under the CEA or an Event of Default under that certain Equipment Lease Agreement between Lessor and Lessee dated as of September 30, 2013 (the "Equipment Lease").

**Section 12.02 Lessor Event of Default.** A default by Lessor (a “Lessor Event of Default”) will occur under this Lease if Lessor fails to perform any of its obligations or covenants under this Lease, and such failure is not cured within thirty (30) business days after Lessor’s receipt of written notice from Lessee of this failure; provided, however, that no Lessor Event of Default will occur if Lessor begins to cure the failure forming the basis of the Lessor Event of Default within thirty (30) business days after its receipt of such notice and continues such cure with reasonable diligence for such period as is reasonably necessary to cure the failure.

**Section 12.03 Remedies.**

(a) In addition to any other remedies provided by Law and except as otherwise provided herein, following the occurrence of a Lessee Event of Default (as defined below), Lessor may, but shall not be obligated to, terminate this Lease; provided, however, that any early termination of this Lease and any vacation and surrender of the Leased Premises by Lessee in connection therewith shall be subject to the provisions of Section 13.4 of the CEA.

(b) At the expiration of the Term or on the earlier termination of this Lease for any reason (subject to Section 12.03(a) above), Lessee shall vacate the Leased Premises and shall surrender the same to Lessor in good order and condition, ordinary wear and tear excepted.

(c) Except as otherwise expressly provided in this Lease, all rights and remedies of the parties provided for in this Agreement shall be construed and held to be cumulative, and no single right or remedy shall be exclusive of any other which is consistent with the former.

**ARTICLE XIII  
NOTICES**

**Section 13.01 Address for Notices.** Any and all notice required or appropriate under this Lease shall be in writing and shall be sent by: (a) personal delivery; (b) recognized overnight delivery service with proof of delivery; or (c) certified United States mail, postage prepared, receipt requested, to the following addresses:

If to LSU:

Board of Supervisors of Louisiana State  
University and Agricultural and  
Mechanical College  
3810 West Lakeshore Drive  
Baton Rouge, LA 70808  
Attention: F. King Alexander, President

With a copy to:

Taylor, Porter, Brooks & Phillips LLP  
8th Floor Chase Tower South  
451 Florida Street  
Baton Rouge, LA 70801  
Attention: Patrick D. Seiter, Esq.

If to Division or to State:

State of Louisiana, Division of  
Administration  
Claiborne Building, 7th Floor  
1201 N. Third Street  
Baton Rouge, LA 70802  
Attention: Commissioner

With a copy to:

State of Louisiana, Division of  
Administration  
P. O. Box 94004  
Baton Rouge, LA 70804-9004  
Attention: Elizabeth Baker Murrill,  
Esq.

If to Lessee:

BRF Hospital Holdings, L.L.C.  
c/o Biomedical Research Foundation  
of Northwest Louisiana  
1505 Kings Highway  
Shreveport, LA 71133  
Attention: Office of the President

With a copy to:

Sullivan Stolier Knight LC  
909 Poydras St. Suite 2600  
New Orleans, LA 70112  
Attention: Stephen M. Sullivan, Esq.

**Section 13.02 Timing of Notices.** Any such notice or communication shall be deemed to have been given either at the time of delivery or on the business day on which delivery is first refused.

**Section 13.03 Change in Notice Information.** Each party shall promptly inform all other parties in accordance with the notice procedures set forth above of any changes in personnel or address for the purpose of sending required notices.

**ARTICLE XIV  
MISCELLANEOUS**

**Section 14.01 Lessor's Right to Enter Property.** Lessor reserves the right, but shall be under no obligation, to enter the Leased Premises at any time to inspect the same, as long as Lessor's inspection does not unreasonably interfere with Lessee's operations. Lessor shall attempt to provide Lessee with reasonable advance notice of its intent to inspect the Leased Premises, unless notice is impossible or impractical. Lessee shall have the right to have a representative accompany Lessor during such entry and inspection. Lessee shall not deny Lessor access to the Leased Premises in connection with Lessor's exercise of its inspection rights under this Section 14.01.

**Section 14.02 Relationship of Parties.** Nothing contained herein shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties. It is understood and agreed that no provision contained herein nor any employees, agents, members or shareholders of the parties hereto creates a relationship other than the relationship between Lessor and Lessee as lessor and lessee or as described in the CEA.

**Section 14.03 Waiver.** Lessor and Lessee agree that either party's failure to insist on strict performance of any term or condition of this Lease shall not constitute a waiver of such term or condition, even if the party accepting or acquiescing in the non-conforming performance knows of the nature of the non-performance and fails to object to it. No waiver or



breach shall affect or alter this Lease but each of the terms of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver of any default hereunder by either party shall be implied from any omission by the non-defaulting party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver for the time and to the extent therein stated. One or more waivers shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

**Section 14.04**Severability. The provisions of this Lease are severable. Any terms and/or conditions that are deemed illegal, invalid or unenforceable shall not affect any other term or condition of the Lease or the CEA.

**Section 14.05**Recordation of Lease. It shall be the responsibility of Lessee to prepare an notice of this Lease (the "Notice"), which each party agrees to execute and to record in each of the Office of the Parish Recorder of the Parish of Caddo and the Parish Recorder of the Parish of Ouachita. The form of the Notice shall require the written approval of Lessor prior to recording. Lessee shall provide Lessor with a certified copy of the recorded Notice. Recordation of the Notice shall be at Lessee's expense.

**Section 14.06**Successors and Assigns. This Lease shall be binding on and will inure to the benefit of the parties to this Lease and their respective successors and assigns, provided any such assignment was made in a manner consistent with terms of this Lease.

**Section 14.07**Counterparts. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together will constitute only one agreement.

**Section 14.08**Entire Agreement. This Lease, together with all exhibits attached hereto, sets forth the entire agreement of the parties with respect to the matters set forth herein, and no verbal commitments, except those reduced to writing in this Lease or the CEA, have any binding effect.

**Section 14.09**Choice of Law; Venue. This Lease shall be construed under and in accordance with the Laws of the State of Louisiana without regard to any choice or conflicts of law principles (including those of the State of Louisiana) that would cause the application of the laws of any other jurisdiction. In the event of any court proceeding, the parties agree that such proceeding shall be filed in the Louisiana Nineteenth Judicial District Court.

**Section 14.10**Authorized Representatives of the Parties. In any instance in which the approval or consent of a party is required, it shall be given on behalf of Lessor by the President of the LSU System or his successor or designee, and on behalf of Lessee by any duly authorized representative of Lessee.

**Section 14.11**Appropriation of Funds. All State, Division and Lessor obligations under this Lease to make payments of any kind in a future fiscal year, shall be subject to appropriation by the Louisiana Legislature of sufficient funds therefor and the availability of funds following Legislative appropriation.

**Section 14.12**Amendment. Any amendments to this Lease must be reduced to writing and signed by all of the parties hereto. Upon the reasonable request of Lessee and after presentation of documentation supporting Lessee's request, State, Division and Lessor agree to negotiate in good faith a modification of this Lease or the Term in the event that a determination is made that under Generally Accepted Accounting Principles this Lease must be treated by

Lessee as a capital lease or in the event that for cost report purposes this Lease is determined to be a virtual purchase in accordance with HIM 15.

[Remainder of this page intentionally left blank;  
Signatures begin on the following page]

IN WITNESS WHEREOF, the parties hereto have signed their names as of the 30th day of September, 2013, in the presence of the undersigned competent witnesses on the date set forth under their respective signatures:

**WITNESSES:**

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

Kay Miller

By: F. King Alexander  
F. King Alexander, President of Louisiana State University System

Delli Richards

Date: 9/30/13

**DIVISION OF ADMINISTRATION, STATE OF LOUISIANA**

\_\_\_\_\_

By: \_\_\_\_\_  
Kristy Nicols, Commissioner

\_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF LOUISIANA, through the DIVISION OF ADMINISTRATION**

\_\_\_\_\_

By: \_\_\_\_\_  
Kristy Nichols, Commissioner

\_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have signed their names as of the 30th day of September, 2013, in the presence of the undersigned competent witnesses on the date set forth under their respective signatures:

**WITNESSES:**


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

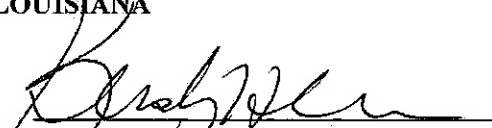
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By: \_\_\_\_\_  
F. King Alexander, President of Louisiana State University System

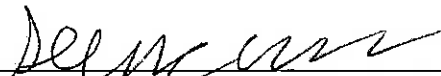
Date: \_\_\_\_\_

**DIVISION OF ADMINISTRATION, STATE OF LOUISIANA**


  
\_\_\_\_\_  
Sue Israel


By:   
Kristy Nichols, Commissioner

Date: 9/30/13

  
\_\_\_\_\_  
Sherrard Crispo

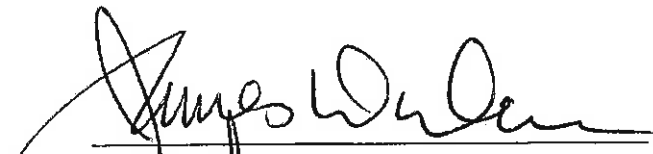
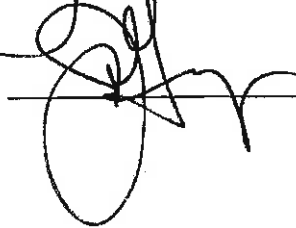
**STATE OF LOUISIANA, through the DIVISION OF ADMINISTRATION**

  
\_\_\_\_\_  
Sue Israel

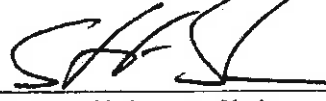
By:   
Kristy Nichols, Commissioner

Date: 9/30/13

  
\_\_\_\_\_  
Sherrard Crispo

  
\_\_\_\_\_  
  
\_\_\_\_\_

**BRF HOSPITAL HOLDINGS, L.L.C.**

By:   
\_\_\_\_\_  
Stephen F. Skrivanos, Chair

Date: 9/30/13

IN WITNESS WHEREOF, the parties hereto have signed their names as of the 30th day of September, 2013, in the presence of the undersigned competent witnesses on the date set forth under their respective signatures:

**WITNESSES:**

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

\_\_\_\_\_

By: \_\_\_\_\_  
F. King Alexander, President of Louisiana  
State University System

\_\_\_\_\_

Date: \_\_\_\_\_

**DIVISION OF ADMINISTRATION, STATE  
OF LOUISIANA**

\_\_\_\_\_

By: \_\_\_\_\_  
Kristy Nicols, Commissioner

\_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF LOUISIANA, through the  
DIVISION OF ADMINISTRATION**

\_\_\_\_\_

By: \_\_\_\_\_  
Kristy Nichols, Commissioner

\_\_\_\_\_

Date: \_\_\_\_\_

**BRF HOSPITAL HOLDINGS, L.L.C.**

\_\_\_\_\_

By: \_\_\_\_\_  
Stephen F. Skrivanos, Chair

\_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A-1**

**SHREVEPORT PREMISES**

**EXHIBIT A-2**  
**MONROE PREMISES**

**FIRST AMENDMENT TO MASTER HOSPITAL LEASE AGREEMENT  
(LSU Medical Center – Shreveport)  
(E.A. Conway Medical Center)**

This First Amendment to Master Hospital Lease Agreement (the "Amendment") is made and entered into effective the \_\_\_\_\_ day of October, 2014, by and among the following (each of which is individually referred to as a "Party" and collectively as the "Parties"):

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE**, a public constitutional corporation of the State of Louisiana, represented herein by F. King Alexander, President of the Louisiana State University System, duly authorized by virtue of a resolution of the Board of Supervisors, adopted October 1, 2014, a copy of which is on file and of record, with a mailing address of 3810 West Lakeshore Drive, Louisiana State University, Baton Rouge, Louisiana 70808 (Federal I.D. No. XX-XXX0848) (hereinafter referred to as "LSU" or "Lessor"),

**DIVISION OF ADMINISTRATION** for the State of Louisiana, acting by and through the Commissioner of Administration (hereafter referred to as the "Division"),

**STATE OF LOUISIANA, THROUGH THE DIVISION OF ADMINISTRATION**, herein represented and appearing through Kristy H. Nichols, Commissioner of Administration, Division of Administration, Office of the Governor, State of Louisiana, under the authority granted pursuant to La. R.S. 39:11 and other applicable law, whose mailing address is Post Office Box 94095, Baton Rouge, Louisiana 70804-9095 (hereinafter referred to as the "State"), and

**BRF HOSPITAL HOLDINGS, L.L.C.**, a Louisiana limited liability company, represented herein by Stephen F. Skrivanos, its Chairman, duly authorized by virtue of a resolution adopted \_\_\_\_\_, 2014, with a mailing address of 1505 Kings Highway, Shreveport, Louisiana 71133 (Federal I.D. No. XX-XXX-9229) (hereinafter referred to as "BRFHH" or "Lessee"),

and provides as follows:

**RECITALS**

WHEREAS, the Parties entered into the Master Hospital Lease Agreement (the "Master Hospital Lease") effective the 30th day of September, 2013, to advance the goals and objectives

of the Parties as set forth in the Cooperative Endeavor Agreement (the “Original CEA”) by and among Biomedical Research Foundation of Northwest Louisiana (“BRF”), BRFHH, LSU, the State, and the Louisiana Department of Health and Hospitals (“DHH”), dated as of September 30, 2013; and

WHEREAS, the Parties have agreed to amend and restate the Original CEA for the limited purpose of revising certain funding language and other provisions related thereto contained therein (the “Amended And Restated CEA”); and

WHEREAS, the Parties now wish to amend the Master Hospital Lease as set forth below for the limited purpose of ensuring that the terms and conditions of the Master Hospital Lease remain consistent with the terms of the Amended and Restated CEA.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT

1. The last sentence of existing Section 1.03 (Term of Lease) of the Master Hospital Lease shall be amended and restated in its entirety to read as follows:

Notwithstanding anything in this Lease to the contrary, the parties acknowledge that any early termination or the expiration of the Amended And Restated CEA shall cause this Lease to simultaneously terminate; provided, however, any such termination of this Lease shall be subject to any applicable Wind Down Period (as defined and described in the Amended And Restated CEA).

2. Existing Subsection 12.01(f) of the Master Hospital Lease shall be amended and restated in its entirety to read as follows, and new Subsection 12.01(g) shall be added to the end of existing Section 12.01 (Lessee Event of Default) immediately following Subsection 12.01(f) and shall read in its entirety as follows:

(f) the occurrence of a Terminating Event under the Amended And Restated CEA or an Event of Default under that certain Equipment Lease Agreement between Lessor and Lessee dated as of September 30, 2013 (the "Equipment Lease"); or

(g) the termination of the Amended And Restated CEA or the compelled withdrawal of BRF from Lessee, in either case for breach of the Public Purpose as set forth in Section 13.4 of the Amended and Restated CEA.

3. Existing Section 12.03(a) of the Master Hospital Lease shall be amended and restated in its entirety as follows:

(a) In addition to any other remedies provided by Law and except as otherwise provided herein, following the occurrence of a Lessee Event of Default (as defined below), Lessor may, but shall not be obligated to, terminate this Lease; provided, however, that any early termination of this Lease and any vacation and surrender of the Leased Premises by Lessee in connection therewith shall be subject (if otherwise applicable) to the provisions of Section 13.6 of the Amended And Restated CEA.

4. Defined Terms. Capitalized terms shall have the meanings set forth in the Master Hospital Lease. All references in the Master Hospital Lease to the "Cooperative Endeavor Agreement" and the "CEA" shall henceforth mean the Amended And Restated CEA.
5. No Change to Remaining Provisions. Except as specifically amended by this Amendment, the Master Hospital Lease shall continue in full force and effect pursuant to the terms thereof.

IN WITNESS WHEREOF, the parties hereto have signed their names on effective as of the \_\_\_ day of October 2014, in the presence of the undersigned competent witnesses:

**WITNESSES:**

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

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

By: \_\_\_\_\_  
F. King Alexander, President  
Louisiana State University System

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

**WITNESSES:**

**BRF HOSPITAL HOLDINGS, L.L.C.**

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

By: \_\_\_\_\_  
Stephen F. Skrivanos, Chairman

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

**WITNESSES:**

**STATE OF LOUISIANA, THROUGH THE DIVISION OF ADMINISTRATION**

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

By: \_\_\_\_\_  
Kristy H. Nichols, Commissioner

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

**WITNESSES:**

**DIVISION OF ADMINISTRATION**

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

By: \_\_\_\_\_  
Kristy H. Nichols, Commissioner

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



**EXHIBIT 2.2 TO COOPERATIVE ENDEAVOR AGREEMENT**



## **EQUIPMENT LEASE AGREEMENT**

This Equipment Lease Agreement (this "Lease") is made and entered into effective the 30<sup>th</sup> day of September, 2013 by and between **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE**, a public constitutional corporation of the State of Louisiana, represented herein by F. King Alexander, President of the Louisiana State University System, duly authorized by virtue of Resolutions of the Board of Supervisors, adopted May 28 and June 7, 2013, with a mailing address of 3810 West Lakeshore Drive, Louisiana State University, Baton Rouge, Louisiana 70808 (Federal I.D. No. XX-XXX0848) (hereinafter referred to as "LSU" or "Lessor"); and **BRF HOSPITAL HOLDINGS, L.L.C.**, a Louisiana limited liability company, represented herein by Stephen F. Skrivanos, its Chairman, duly authorized by virtue of a resolution adopted September 25, 2013, with a mailing address of 1505 Kings Highway, Shreveport, Louisiana 71133 (Federal I.D. No. XX-XXX9229) (hereinafter referred to as "Lessee").

### **WITNESSETH**

**WHEREAS**, LSU is a public corporation organized and existing under the constitution and 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; and,

**WHEREAS**, Lessee is a limited liability company organized and existing under the laws of the State of Louisiana pursuant to La R.S. 12:1301 ,et seq., committed to provide healthcare and hospital services and furthering the development of medical and clinical professionals in the State of Louisiana and, in particular, its service area; and,

**WHEREAS**, LSU, Lessee, the Biomedical Research Foundation of Northwest Louisiana (“BRF”), the State of Louisiana through the Division of Administration (the “State”) and the Louisiana Department of Health and Hospitals (“DHH”) are parties to a Cooperative Endeavor Agreement dated September 30, 2013 (as the same may be amended from time to time, the “CEA”), pursuant to which LSU, Lessee, BRF, the State and DHH will collaborate for Lessee to provide hospital services to patients and maintain nationally recognized graduate medical education programs; and,

**WHEREAS**, pursuant to the CEA, LSU, Lessee, the State and the Division of Administration for the State of Louisiana propose to enter into that certain Master Hospital Lease Agreement (the “Hospital Lease”), a form of which is attached hereto as Exhibit A, pursuant to which Lessee will lease from LSU certain Leased Premises (as defined and described more particularly in the Hospital Lease);

**WHEREAS**, Lessor operates the hospital facilities and associated outpatient clinics known as LSU Medical Center–Shreveport in Shreveport, Louisiana (“Shreveport Hospital”) and E.A. Conway Medical Center in Monroe, Louisiana (“E.A. Conway” and together with Shreveport Hospital, referred to herein as the “Hospitals”); and,

**WHEREAS**, Lessor is the owner of certain furniture, fixtures, equipment and other personal property that is used by Lessor in connection with the operation of the Hospitals and the Leased Premises, which furniture, fixtures, equipment and personal property Lessor desires to lease to Lessee pursuant to this Lease;

**WHEREAS**, this Lease is an integral aspect of the CEA and furthers the above stated goals of the parties under the CEA; and,

**WHEREAS**, this Lease furthers the educational and public service missions of Lessor.

**NOW, THEREFORE,** in consideration of Lessor's obligation to lease the Leased Equipment, the payments to be made by Lessee during the term of this Lease, and the mutual benefits accruing to the parties under this Lease and the CEA, the parties do hereby enter into this Lease on the following terms and conditions:

**ARTICLE I  
LEASED EQUIPMENT; TERM**

**Section 1.01 Leased Equipment.** For the consideration and upon the terms and conditions hereinafter expressed, Lessor leases unto Lessee, here present and accepting the same, commencing on the Commencement Date (as defined below), for the Term (as defined below), unless otherwise terminated sooner in accordance with the terms and conditions set forth in this Lease or in the CEA, all of the furniture, fixtures, equipment and personal property of Lessor identified in Exhibit B-1, with respect to the Shreveport Hospital, as amended from time to time pursuant to this Lease, and in Exhibit B-2, with respect to E.A. Conway, as amended from time to time pursuant to this Lease (collectively, the "Leased Equipment"). Lessee or Lessee's agent has had an opportunity to visually inspect the Leased Equipment and acknowledges that the Leased Equipment appears in good and acceptable condition as of the execution of this Lease.

**Section 1.02 Term of Lease.** The term of this Lease shall begin on the Commencement Date, and, unless earlier terminated in accordance with Section 9.03, shall continue for a period of five (5) years (the "Term"). Notwithstanding anything in this Lease to the contrary, the parties acknowledge that any early termination or the expiration of the CEA or the Hospital Lease shall cause this Lease to simultaneously terminate; provided, however, any such termination of this Lease shall be subject to the Wind Down Period (as defined and described in the CEA).

**Section 1.03 Commencement Date.** For purposes of this Lease, the term “Commencement Date” shall mean 12:00 a.m. on October 1, 2013, unless mutually extended by the parties by written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

## **ARTICLE II LEASE PAYMENTS**

**Section 2.01 Lease Payment.** As of the Commencement Date, the annualized lease payment for the Leased Equipment (the “Lease Payment”) shall be \$5,936,108.62, consisting of: (a) \$5,055,082.94 annual base rent for the Shreveport Leased Equipment, and (b) \$881,025.68 annual base rent for the Monroe Leased Equipment; the Lease Payment will be updated based on the net book value of the Leased Equipment as of the Commencement Date for any changes in equipment to be leased; provided, however, that the Lease Payment shall be subject to adjustment as provided in Section 2.03. The Lease Payment shall be payable by Lessee to LSU in twelve (12) equal monthly installments, with the rent for the first two months of the Initial Term being due and payable on November 1, 2013, and the remaining installments being due and payable, respectively on the first (1<sup>st</sup>) day of each calendar month thereafter during the Term. In the event the Commencement Date should fall on a date other than the first day of a calendar month, the first Lease Payment shall be prorated based on the actual number of days in such calendar month from and including the Commencement Date to and including the last day of such calendar month. In the event that the last day of the Term is a day other than the last day of a calendar month, the last Lease Payment shall be prorated based on the actual number of days in such calendar month from and including the first day of such calendar month to and including the last day of the Term.

**Section 2.02 Address for Payments.** All Lease Payments are payable by Lessee to Lessor (i) at the following address, until notified differently in writing by Lessor: P. O. Box 91308, Baton Rouge, Louisiana 70821, or (ii) by wire transfer pursuant to the wiring instructions given to Lessee by Lessor.

**Section 2.03 Adjustments to Lease Payments.**

(a) Commencing with the first anniversary of the Commencement Date, the Leased Payment shall be adjusted upward or downward every anniversary of the Commencement Date, using the Index by dividing the Current Index by the Base Index and multiplying the resulting quotient by the annual Leased Payment payable under Section 2.01 of this Lease. Notwithstanding the foregoing, the Leased Payment shall not be adjusted downward to a level below the initial Leased Payment amount.

(b) For purposes of this Lease, the term "Base Index" shall mean the Index for the month of September 2013.

(c) For purposes of this Lease, the term "Current Index" shall mean the Index for the month of September immediately preceding each anniversary date of the Commencement Date.

(d) For purposes of this Lease, the term "Index" shall mean the Consumer Price Index — U.S. City Average For All Items For All Urban Consumers (1982-1984 = 100) (the "Index"), published monthly in the "Monthly Labor Review" of the Bureau of Labor Statistics of the United States Department of Labor, or if the current Index is no longer available or is no longer published at a frequency needed to calculate the aforementioned adjustment, then the current equivalent of the Index.

**Section 2.04 No Adjustments or Offsets.**

(a) This Lease is intended to be a net lease. Except as provided for in the CEA, the Lessor shall not be responsible for, and the Lease Payments provided for herein shall be paid to Lessor without deduction for, any expenses, charges, insurance, taxes or set-offs whatsoever of any kind, character or nature including, without limitation, any of the following:

(i) the Leased Equipment being damaged, lost, stolen, in need of maintenance or repair, or not in Lessee's possession;

(ii) Lessee or any other person being insolvent;

(iii) the impossibility or the lack of power or authority of Lessee to enter into and perform this Lease; or

(iv) any transfer or assignment of this Lease by Lessor.

(b) It is understood and agreed by Lessee that as between Lessee and Lessor, Lessee shall bear responsibility for the payment of all costs and expenses associated with maintenance and repairs to the Leased Equipment, including without limitation all costs and expenses described in Article IV. Under no circumstances will Lessor be required to make any payment to Lessee or on Lessee's behalf or for Lessee's benefit under this Lease, or assume any monetary obligation of Lessee or with respect to the Leased Equipment under this Lease.

**ARTICLE III  
POSSESSION AND SURRENDER OF LEASED EQUIPMENT; USE OF LEASED  
EQUIPMENT; OWNERSHIP**

**Section 3.01 Possession and Surrender of Leased Equipment.** Lessee shall take possession of the Leased Equipment on the Commencement Date. Lessor shall also, at no expense to Lessee and at Lessee's request, exercise any and all rights it may have under any

warranties and guaranties for the Lease Equipment. Except as otherwise provided herein, at the expiration or on the earlier termination of this Lease, Lessee shall surrender the Leased Equipment to Lessor by transferring possession of the Leased Equipment to Lessor or its agent in good condition and working order, ordinary wear and tear, casualty unrelated to the fault of the Lessee and obsolescence excepted, as such existed at the Commencement Date.

**Section 3.02 Use of Leased Equipment.** The Leased Equipment shall be used by Lessee in a careful and proper manner and in connection with the operation of the Hospitals and the Leased Premises, together with any uses that are accessory to any of the foregoing (the "Permitted Use"). Lessee will use, maintain and store the Leased Equipment in compliance with all applicable federal, state, local and parish rules, laws, ordinances and governmental regulations, orders, codes and decrees (individually or collectively, the "Law") and in accordance with the provisions of the CEA and all manufacturer or vendor guidelines and specifications. Except as otherwise provided herein, Lessee shall not attempt to sell or dispose of the Leased Equipment in any way. Lessee shall ensure that the Leased Equipment remains free and clear of encumbrances, other than any encumbrances attributable to Lessor as of the Commencement Date, unless approved in advance and in writing by Lessor.

**Section 3.03 Ownership of Leased Equipment.**

(a) Notwithstanding anything in this Lease or the CEA to the contrary, Lessee acknowledges that the Leased Equipment is and shall remain the exclusive property of the Lessor. Without limiting the generality of the foregoing, this Lease gives Lessee the right to use the Leased Equipment during the Term, and only if and so long as no Event of Default shall have occurred and be continuing under this Lease.

(b) Lessor may transfer, assign or encumber the Leased Equipment or Lessor's interest in this Lease or file, subject to Lessee's review, any filing or notification of interest to protect the interests of Lessor. Lessor shall ensure that any such transfer, encumbrance or filing does not impair or otherwise unreasonably affect Lessee's use and possession of the Leased Equipment or materially alter the obligations of Lessee under this Lease.

(c) Any new parts that are used to repair the Leased Equipment or that are replaced in or on the Leased Equipment during the course of maintaining and repairing the Leased Equipment pursuant to Article IV or any accessions to the Leased Equipment that are acquired by Lessee shall be deemed immediately to become part of the Leased Equipment and shall become and be the property of Lessor.

(d) Notwithstanding the foregoing, Lessee may purchase such additional or replacement personal property, fixtures, equipment, medical equipment, furniture and other unattached items of personal property which Lessee may like to place in the Leased Premises including, but not limited to, counters, shelving, chairs and other unattached movable machinery, equipment and inventory (collectively, the "Lessee Personal Property"), and the Lessee Personal Property shall be owned by Lessee and may be removed from the Lease Premises by Lessee at



the end of this Lease; provided, however, that Lessee shall repair **any** damage to the Leased Premises caused by such removal. The Lessee **Personal** Property shall not include the original equipment leased by Lessor to Lessee pursuant to this **Lease or any replacements parts for such original equipment.**

**ARTICLE IV  
MAINTENANCE AND REPAIR; DAMAGE AND LOSS**

**Section 4.01 Maintenance and Repair.**

(a) Lessee shall, during the Term, at its sole cost and expense, keep and maintain the Leased Equipment in good working order and repair regardless of whether any maintenance and repairs are ordinary or extraordinary, routine or major, foreseeable or unforeseeable. All maintenance and repairs shall be sufficient to maintain the Leased Equipment in as good condition as existed at the Commencement Date, ordinary wear, tear, casualty unrelated to the fault of the Lessee and obsolescence excepted, and shall comply with all manufacturer or vendor guidelines and specifications.

(b) If any material piece of the Leased Equipment is lost, stolen, destroyed, confiscated or damaged beyond repair, Lessee shall notify Lessor promptly of such event in writing. Lessee, at its sole cost and expense, shall replace any affected Leased Equipment with equipment of at least equivalent capability and of similar make, model, quality and function as the Leased Equipment being replaced.

(c) Once a material piece of the Leased Equipment is in the last two years of its useful life, should such material piece of Leased Equipment be lost, stolen, destroyed, confiscated or damaged beyond repair or be in need of any maintenance or repairs, then Lessee shall have the following options:

- (i) To maintain or repair such piece of Leased Equipment;
- (ii) To replace such piece of Leased Equipment with Leased Equipment of equivalent capability and of similar make, model, quality and function (whether used or new); or
- (iii) if Lessee determines using reasonable business principles that such Leased Equipment is no longer of any use to the Hospitals or essential to their operations, to not replace or repair such Leased Equipment.

Lessee shall notify Lessor in writing of its decision with regard to the repair, replacement or removal of such piece of Leased Equipment within five (5) days of making such decision. Any new or used movable property purchased by Lessee shall remain the property of Lessee at the expiration or earlier termination of this Lease and Lessor shall have no claim to ownership of such new equipment. Any piece of Leased Equipment is removed from service by Lessee shall be returned to Lessor or disposed of in the manner directed by Lessor.

(d) Once a piece of the Leased Equipment has exceeded its useful life, then Lessee shall have the following options:

- (i) To replace such piece of Leased Equipment with equipment of equivalent capability and of similar make, model, quality and function as utilized by other hospitals (whether used or new); or
- (ii) if Lessee determines using reasonable business principles that such Leased Equipment is no longer of any use to the Hospitals or essential to their operations, to not replace or repair such Leased Equipment.

Lessee shall notify Lessor in writing of its decision with regard to the replacement or removal of such piece of Leased Equipment within five (5) days of making such decision. Any new or used movable property purchased by Lessee shall remain the property of Lessee at the expiration or earlier termination of this Lease and Lessor shall have no claim to ownership of such new equipment. Any piece of Leased Equipment that is removed from service by Lessee shall be returned to Lessor or disposed of in the manner directed by Lessor.

(e) Except as set forth below, Lessee shall be entitled to receive all amounts which are payable by an insurer or other person as a result of an event described in Section 4.01(b). Lessee will apply such amounts against costs incurred in repairing or replacing the affected Leased Equipment pursuant to Section 4.01(b) unless Lessee decides not to repair or replace such Leased Equipment as provided above. If Lessee decides not to repair or replace such Leased Equipment as provided above, such amounts shall be paid to Lessor.

(f) If Lessee fails to commence any maintenance, repairs or restoration to any Leased Equipment required above within sixty (60) days of receipt of Lessor's notice that such maintenance, repairs or restoration is necessary, Lessor may, but shall not be obligated to, perform or cause to be performed such maintenance, repairs or restoration, at Lessee's expense, unless the Lessee provides evidence in the form of a qualified technician's report or comparable report that the maintenance, repair or restoration is unnecessary. Lessee shall be required to pay any such amounts to Lessor within thirty (30) days of the date of a written demand therefor by the Lessor. The exercise of any right under this Section 4.01(e) by Lessor does and shall not be deemed to waive, reduce or remove any liability Lessee may have to Lessor for failing to perform its obligations under this Lease.

(g) Lessee accepts the Leased Equipment in "as is, where is, with all faults" condition, without representation or warranty, express or implied, in fact or in Law, oral or written, by Lessor.

**Section 4.02 Compliance.** With respect to the Leased Equipment, Lessee shall perform and comply with all of the procedures, processes, policies and protocols established for property

control by the Louisiana Commissioner of Administration (the "Commissioner") and the Louisiana Property Assistance Agency (the "LPAA"), in the manner provided by the Commissioner and the LPAA, including but not limited to the following:

(a) Lessee shall designate one of its officers or employees as property manager for the Leased Equipment and shall notify LSU and the LPAA in writing of the designation. Lessee shall ensure that the property manager has the necessary time, supplies, support and assistance for performance of his/her duties hereunder.

(b) Lessee and Lessee's property manager shall maintain uniform State of Louisiana identification tags approved by the Commissioner on all items of Leased Equipment.

(c) Lessee and Lessee's property manager shall maintain the property location index for all Leased Equipment and shall submit to the LPAA an up-to-date index each time a change or modification is made.

(d) Lessee and Lessee's property manager shall submit monthly Louisiana Property Control Transmittal Forms to the LPAA listing all Leased Equipment transactions for the month.

(e) Lessee and Lessee's property manager shall make a complete physical inventory of the Leased Equipment once for each fiscal year of the State of Louisiana and not more than twelve (12) calendar months since the last physical inventory, shall notify the LPAA in writing not later than thirty (30) days prior to the date the inventory is to begin and shall follow the inventory procedures prescribed by the Commissioner and the LPAA.

(f) Lessee and Lessee's property manager shall submit an inventory report to the LPAA and the Legislative Auditor for the State of Louisiana (the "Legislative Auditor") which contains a list of all Leased Equipment in Lessee's custody, together with descriptive information as set forth in Section 4.02(g). Upon completion of each annual inventory, Lessee and Lessee's property manager shall submit to the LPAA and the Legislative Auditor a certified report containing all exceptions or discrepancies found in relating physical inventory records with the State master file listing. The annual report also shall include a listing of idle or surplus items of Leased Equipment available for transfer or disposition.

(g) Lessee shall maintain a master file of the Leased Equipment. The master file shall contain the following information: (i) a description of the Leased Equipment; (ii) the manufacturer's serial number, if any; (iii) the description and location of the identification mark; (iv) the original cost of the Leased Equipment; and (v) the principal place where the Leased Equipment is housed, garaged, stored, or used.

(h) Lessee and Lessee's property manager shall keep the Leased Equipment master file updated by submitting to the LPAA monthly all Leased Equipment transactions.

(i) Lessee and Lessee's property manager shall make all Leased Equipment records and reports and the invoices, receipts and other supporting documents therefor in their possession available for examination by the LPAA and the Legislative Auditor, and by their representatives, at reasonable times and upon reasonable advance notice to Lessee.

(j) Lessee's property manager shall file with the Commissioner a bond furnished by a bonding company approved by the Commissioner and paid for by Lessee in an amount to be determined by the Legislative Auditor payable to the State of Louisiana, which bond shall serve as a guarantee or indemnity that Lessee's property manager will faithfully perform his duties.

(k) Whenever Lessee's property manager ceases for any reason to be the property manager for the Leased Equipment, Lessee shall immediately notify the LPAA and LSU in writing. The Leased Equipment and the receipts held by the outgoing property manager shall be transferred to the new property manager, who shall execute his written receipt for all Leased Equipment received by him or coming into his custody, and the new property manager shall be the custodian of all of the Leased Equipment.

(l) Whenever Lessee's property manager has knowledge or reason to believe that any Leased Equipment is lost, stolen or otherwise unaccounted for or is damaged or destroyed, Lessee's property manager shall report such knowledge or reason to Lessee, and Lessee shall immediately notify the LPAA.

(m) Lessee and Lessee's property manager shall maintain for three (3) years all inventories, forms, transmittals, letters of certification / acceptance / rejection, sequentially dated copies of all Leased Equipment transaction listings, sequential BF-11s submitted and responses received, and other records and documents regarding the Leased Equipment created after the Commencement Date.

**ARTICLE V**  
**ASSIGNMENT; SUBLEASE**

**Section 5.01 No Assignment.** Lessee may not, without the prior written consent of LSU, which consent shall not be unreasonably withheld or delayed, assign or otherwise encumber in whole or in part this Lease or any interest therein; provided, Lessee may, with prior written notice to LSU, but without the consent of LSU, assign its interest under this Lease to a nonprofit corporation, nonprofit limited liability company, nonprofit limited liability partnership, or other nonprofit legal entity wholly owned or controlled by Lessee, provided that in the case of any assignment, the assignee shall agree to assume in writing Lessee's obligations hereunder without release of Lessee, all in form and substance approved by LSU.

**Section 5.02 No Subletting.** Lessee may not, without the prior written consent of LSU, which consent shall not be unreasonably withheld or delayed, sublet in whole or in part this Lease or any interest therein; provided, Lessee may, with prior written notice to LSU, but without the consent of LSU, assign its interest under this Lease to a nonprofit corporation, nonprofit limited liability company, nonprofit limited liability partnership, or other nonprofit legal entity wholly owned or controlled by Lessee, provided that in the case of any assignment, the assignee shall agree to assume in writing Lessee's obligations hereunder without release of Lessee, all in form and substance approved by LSU.

**Section 5.03 Lessee Remains Liable.** In no event shall any assignment or sublease with respect to this Lease, if permitted, release Lessee from any obligations under this Lease, unless such release shall be evidenced by Lessor's express written agreement at the time of such assignment or sublease, which agreement may be granted or withheld in Lessor's sole discretion.

Lessee shall not permit any act or omission with respect to the Leased Equipment that would adversely affect Lessor's title and rights thereto.

## **ARTICLE VI INSURANCE**

**Section 6.01 Lessee Responsibility for Insurance Coverage.** Throughout the Term of this Lease, Lessee shall at all times maintain or cause to be maintained, with respect to the Leased Equipment, the following insurance (or, in each case and with Lessor's advance written approval, commercially reasonable programs of self-insurance coupled with commercially reasonable excess insurance):

(a) Property insurance against loss and/or damage to the Leased Equipment, including but not limited to loss or damage caused by fire, lightning, earthquake, collapse, sewer backup, vandalism and malicious mischief, flood and storm surge, and against such other perils as are included in so-called "extended coverage" and against such other insurable perils as, under good insurance practice, from time to time are insured for property of similar character and location, which insurance shall be in an amount not less than the actual cash value (full replacement cost less depreciation) of the Leased Equipment.

(b) Commercial general liability insurance for injuries to persons (including bodily injury and death) and/or property damage caused by, attributed to, or incurred in connection in any manner with the lease, use, operation, management, maintenance, replacement, or repair of the Leased Equipment, and for injuries to persons and/or property occurring in or about the Leased Equipment, in the minimum amount of \$5,000,000 combined single limit per occurrence. Such comprehensive public liability



insurance shall specifically include, but shall not be limited to, sprinkler leakage legal liability and water damage legal liability.

**Section 6.02 Additional Requirements.**

(a) All insurance required by Section 6.01 and all renewals of such insurance shall be issued by companies authorized to transact business in the State of Louisiana, and rated at least A- Class VII by Best's Insurance Reports or as approved by Lessor, such approval not to be unreasonably conditioned, delayed or withheld. All insurance policies provided by Lessee shall expressly provide that the policies shall not be canceled or materially altered without thirty (30) days prior written notice to Lessor.

(b) All policies of liability insurance Lessee maintains according to this Lease will name Lessor and its board members, officers, employees and agents, and such other persons or firms as Lessor reasonably specifies from time to time as additional insureds (collectively, the "LSU Insured Parties"), and Lessor shall also be named as a loss payee on any property damage insurance. In the event that LSU approves Lessee's use of a commercially reasonable program of self-insurance, Lessee shall extend the coverage afforded thereby and all protections and benefits associated therewith to the LSU Insured Parties as fully as though the LSU Insured Parties were named as additional insureds and loss payees, as applicable, on a policy of commercial insurance.

(c) Lessor reserves the right to reasonably request copies of original policies (together with copies of the endorsements naming Lessor, and any others reasonably specified by Lessor, as additional insureds). Certificates of insurance and the declaration page for each policy shall be delivered to Lessor upon delivery of the Leased Equipment. All insurance required

hereby shall provide that any failure of Lessee to comply with reporting requirement of a policy required hereby shall not affect coverage provided to the LSU Insured Parties.

(d) All liability policies maintained by Lessee pursuant to this Lease shall be written as primary policies, not contributing with and not in excess of coverage that Lessor may carry, if any.

(e) All insurance required hereby shall provide that the insurance companies issuing such required policies shall have no recourse against LSU for payment of premiums or for assessments under any form of the policies.

(f) The coverage required hereunder shall contain no special limitations on the scope of protection afforded to the LSU Insured Parties.

(g) All insurance required hereunder shall be occurrence coverage. Claims-made policies are not allowed.

(h) Any deductibles or self-insured retentions must be declared to and accepted by LSU, which acceptance shall not be unreasonably denied, withheld or delayed. Lessee shall be responsible for all deductibles and self-insured retentions.

(i) Lessee shall not: (i) do anything or fail to do anything which would allow an insurer insuring the Leased Equipment to refuse or reduce a claim; (ii) vary any required insurance in a manner that would adversely affect Lessor's interests without Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; or (iii) enforce, conduct, settle or compromise a claim relating to the Leased Equipment without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

**ARTICLE VII  
INDEMNIFICATION**

**Section 7.01 Lessee's Indemnification to Lessor.**

(a) Lessee shall indemnify, defend and hold harmless Lessor and its board members, officers, agents, employees, and contractors, together with any of their respective successors and assigns (collectively, the "Lessor Indemnitees"), against any and all loss, cost, damage, liability or expense as incurred (including but not limited to reasonable attorneys' fees and actual legal costs) arising out of or related to any claim, suit or judgment brought by or in favor of any person or persons for damage, loss or expense due, but not limited, to bodily injury, including death, or property damage sustained by such person or persons, or any violation of Law, which arises out of, is occasioned by or is attributable to the acts, omissions, use, maintenance or storage of the Leased Equipment by Lessee or its officers, agents, employees, invitees, permittees, contractors or subcontractors at any time after the Commencement Date.

(b) All the foregoing indemnification provisions shall apply to Permitted Uses, as well as uses that are not permitted under this Lease.

(c) Notwithstanding any provision to the contrary contained in this Lease, Lessor acknowledges that Lessee's obligation to indemnify and hold any Lessor Indemnitees harmless under this Article VII shall not extend to any loss, damages or other claims to the extent arising out of the negligence or willful misconduct of any Lessor Indemnitees arising out of Lessor's performance of its obligations under this Lease.

**Section 7.02 Lessor's Indemnification.** To the extent authorized by Law, Lessor will indemnify, defend and hold harmless Lessee and its directors, officers, agents, employees and contractors, together with any of their respective successors and assigns, from and against any

claims, liabilities, damages, costs, penalties, forfeitures, losses or expenses (including but not limited to reasonable attorneys' fees and actual legal costs) resulting from any injury, loss or damage to persons or property arising out of the negligent or willful misconduct of Lessor or the Lessor Indemnitees arising out of Lessor's performance of its obligations under this Lease.

## **ARTICLE VIII TAXES AND FEES**

Lessee shall be responsible for and shall pay, and hereby indemnifies and holds Lessor harmless should Lessee fail to pay for, any and all taxes, fees, levies, imposts, duties, withholdings or other charges, including without limitation value-added taxes, *ad valorem* taxes, and any other fees, taxes or charges, if any (together with any related interest and penalties but excluding any taxes on the net income of Lessor), which may be payable or determined to be payable in connection with this Lease or the Leased Equipment.

## **ARTICLE IX EVENTS OF DEFAULT; REMEDIES**

### **Section 9.01 Lessee Events of Default.**

(a) Each of the following shall be an Event of Default by Lessee (each, a "Lessee Event of Default") under the terms of this Lease:

(i) failure by Lessee to make any Lease Payment to Lessor on any date on which the same is due under this Lease, and this failure shall not be cured within fifteen (15) business days after the date of written notice to Lessee of such failure;

(ii) failure by Lessee to obtain and maintain all insurance as required under this Lease and/or to furnish to Lessor evidence thereof and/or evidence of payment

thereof, if the failure is not cured within fifteen (15) business days after the date of written notice to Lessee of such violation;

(iii) a court Order for relief in any involuntary case commenced against Lessee, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, and said Order is not vacated within one hundred twenty (120) days, or the entry of a decree or order by a court having jurisdiction appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of, or for Lessee or a substantial part of the properties of Lessee or order winding up or liquidation of the affairs of Lessee, and the continuance of any such decree or order unstayed and in effect for one hundred twenty (120) consecutive days;

(iv) commencement by Lessee of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted;

(v) any failure by Lessee to comply with any of the obligations of this Lease (other than those failures described in Sections 9.01(a)(i)-(iv)), if such failure is not cured within thirty (30) days after the date of written notice to Lessee of such Lease violation or such longer period of time as may reasonably be required for Lessee to cure the violation, provided that Lessee pursues the cure of the violation with reasonable diligence; or

(vi) the occurrence of a Terminating Event under the CEA or the termination of the Hospital Lease.

**Section 9.02 Lessor Events of Default.** A default by Lessor (a "Lessor Event of Default") will occur under this Lease if Lessor fails to perform any of its obligations or

covenants under this Lease, and such failure is not cured within thirty (30) business days after Lessor's receipt of written notice from Lessee of this failure; provided, however, that no Lessor Event of Default will occur if Lessor begins to cure the failure forming the basis of the Lessor Event of Default within thirty (30) business days after its receipt of such notice and continues such cure with reasonable diligence for such period as is reasonably necessary, as agreed to by Lessee, to cure the failure.

**Section 9.03 Remedies.**

(a) In addition to any other remedies provided by Law and except as otherwise provided herein, following the occurrence of a Lessee Event of Default, Lessor may, but shall not be obligated to, terminate this Lease; provided, however, that any early termination of this Lease and surrender of the Leased Equipment by Lessee in connection therewith shall be subject to the provisions of Section 13.4 of the CEA.

(b) At the expiration of the Term or on the earlier termination of this Lease for any reason, Lessee shall deliver and return the Leased Equipment to Lessor, including any spare parts and accessories associated with the Leased Equipment, and any and all associated documents, including without limitation manuals, maintenance records, associated software, software licenses, keys and certificates of registration and warranty, all of which shall be in good working order and condition, ordinary wear and tear excepted.

(c) Except as otherwise expressly provided in this Lease, all rights and remedies of the parties provided for in this Agreement shall be construed and held to be cumulative, and no single right or remedy shall be exclusive of any other which is consistent with the former.

**ARTICLE X  
NOTICES**

**Section 10.01 Address for Notices.** Any and all notice required or appropriate under this Lease shall be in writing and shall be sent by: (a) personal delivery; (b) recognized overnight delivery service with proof of delivery; or (c) certified United States mail, postage prepared, receipt requested, to the following addresses:

If to LSU:

Board of Supervisors of Louisiana State  
University and Agricultural and Mechanical  
College  
3810 West Lakeshore Drive  
Baton Rouge, LA 70808  
Attention: F. King Alexander, President

With a copy to:

Taylor, Porter, Brooks & Phillips LLP  
8th Floor Chase Tower South  
451 Florida Street  
Baton Rouge, LA 70801  
Attention: Patrick D. Seiter, Esq.

If to Lessee:

BRF Hospital Holdings, L.L.C.  
c/o Biomedical Research Foundation  
of Northwest Louisiana  
1505 Kings Highway  
Shreveport, LA 71133  
Attention: Office of the President

With a copy to:

Sullivan Stoler Knight LC  
909 Poydras St. Suite 2600  
New Orleans, LA 70112  
Attention: Stephen M. Sullivan, Esq.

**Section 10.02 Timing of Notices.** Any such notice or communication shall be deemed to have been given either at the time of delivery or on the business day on which delivery is first refused.

**Section 10.03 Change in Notice Information.** Each party shall promptly inform all other parties in accordance with the notice procedures set forth above of any changes in personnel or address for the purpose of sending required notices.

**ARTICLE XI  
MISCELLANEOUS**

**Section 11.01 Lessor's Right to Inspect.** Lessor reserves the right, but shall be under no obligation, to inspect the Leased Equipment at any time, as long as Lessor's inspection does not unreasonably interfere with Lessee's day-to-day business operations or the provision of patient care at the Leased Premises. Lessor shall provide Lessee with reasonable advance notice of its intent to inspect the Leased Equipment. Lessee shall have the right to have a representative accompany Lessor during such entry and inspection. In furtherance of any exercise by Lessor of its inspection rights under this Section 11.01, Lessee shall not deny Lessor access to any portion of the Leased Premises in which the Leased Equipment may be located.

**Section 11.02 Relationship of Parties.** Except as set forth in the CEA, the relationship between the Parties is that of independently contracting Parties. Nothing should be interpreted or construed to establish a master/servant relationship between the parties, nor shall this Lease be interpreted to establish an agent/principal relationship either express or implied between the Parties.

**Section 11.03 Waiver.** Lessor and Lessee agree that either party's failure to insist on strict performance of any term or condition of this Lease shall not constitute a waiver of such term or condition, even if the party accepting or acquiescing in the non-conforming performance knows of the nature of the non-performance and fails to object to it. No waiver or breach shall affect or alter this Lease but each of the terms of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver of any default hereunder by either party shall be implied from any omission by the non-defaulting party to take any action on account of such default if such default persists or is repeated, and no express



waiver shall affect any default other than the default specified in the express waiver for the time and to the extent therein stated. One or more waivers shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

**Section 11.04 Severability.** The provisions of this Lease are severable. Any terms and/or conditions that are deemed illegal, invalid or unenforceable shall not affect any other term or condition of the Lease or the CEA.

**Section 11.05 Successors and Assigns.** This Lease shall be binding on and will inure to the benefit of the parties to this Lease and their respective successors and assigns, provided any such assignment was made in a manner consistent with terms of this Lease.

**Section 11.06 Counterparts.** This Lease may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together will constitute only one agreement.

**Section 11.07 Entire Agreement.** This Lease, together with all exhibits attached hereto, sets forth the entire agreement of the parties with respect to the matters set forth herein, and no verbal commitments, except those reduced to writing in this Lease or the CEA, have any binding effect. Any amendments to this Lease must be reduced to writing and signed by all of the parties hereto.

**Section 11.08 Choice of Law; Venue.** This Lease shall be construed under and in accordance with the Laws of the State of Louisiana without regard to any choice or conflicts of law principles (including those of the State of Louisiana) that would cause the application of the laws of any other jurisdiction. In the event of any court proceeding, the parties agree that such proceeding shall be filed in the Louisiana Nineteenth Judicial District Court.

**Section 11.09 Dispute Resolution.** The Parties shall in good faith attempt to resolve any controversy, dispute or disagreement arising out of or relating to this Lease, or the breach thereof, through the Consultative Process set forth in the CEA. If any such controversy, dispute or disagreement cannot be resolved by the parties through the Consultative Process the aggrieved party may pursue litigation consistent with the provisions set forth in Section 11.08 above.

**Section 11.10 Force Majeure.** In the event of a failure or anticipated failure by any Party to perform its obligations hereunder caused by Force Majeure, such Party shall provide notice to the other Parties within thirty (30) days of the occurrence of such Force Majeure event causing such failure or anticipated failure. A Party's failure to perform due to a Force Majeure shall not constitute a breach provided such party promptly recommences performance after a Force Majeure event.

**Section 11.11 Authorized Representatives of the Parties.** In any instance in which the approval or consent of a party is required, it shall be given on behalf of Lessor by the President of the LSU System or his successor or designee, and on behalf of Lessee by any duly authorized representative of Lessee.

**Section 11.12 Execution Warranty.** Each individual signing this Lease warrants that such execution has been duly authorized by the party for which such individual is signing, that the execution and performance of this Lease by such party has been duly authorized by all applicable laws and regulations and all necessary corporate action, if any, and that this Lease constitutes the valid and enforceable obligation of such party in accordance with the terms of this Lease and the CEA.

**[Separate Signature Page to Immediately Follow.]**

IN WITNESS WHEREOF, the parties hereto have signed their names as of the 30th day of September, 2013, in the presence of the undersigned competent witnesses on the date set forth under their respective signatures:

**WITNESSES:**

Kay Miller  
Dellie Richards

\_\_\_\_\_  
\_\_\_\_\_

**LESSOR:**

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

By: F. King Alexander  
F. King Alexander, President of Louisiana State University System

Date: 9/30/13

**LESSEE:**

**BRF HOSPITAL HOLDINGS, L.L.C.**

By: \_\_\_\_\_  
Stephen F. Skrivanos, Chair

Date: \_\_\_\_\_

*Equipment lease*

IN WITNESS WHEREOF, the parties hereto have signed their names as of the 30th day of September, 2013, in the presence of the undersigned competent witnesses on the date set forth under their respective signatures:

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LESSOR:**

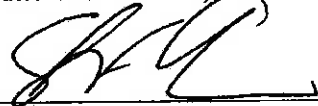
**BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE**, a public  
constitutional corporation of the State of Louisiana

By: \_\_\_\_\_  
F. King Alexander, President of Louisiana  
State University System

Date: \_\_\_\_\_

**LESSEE:**

**BRF HOSPITAL HOLDINGS, L.L.C.**

By:  \_\_\_\_\_  
Stephen F. Skrivanos, Chair

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have signed their names as of the 30th day of September, 2013, in the presence of the undersigned competent witnesses on the date set forth under their respective signatures:

**WITNESSES:**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**LESSOR:**

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

By: \_\_\_\_\_  
F. King Alexander, President of Louisiana  
State University System

Date: \_\_\_\_\_

**LESSEE:**

**BRF HOSPITAL HOLDINGS, L.L.C.**

By: \_\_\_\_\_  
Stephen F. Skrivanos, Chair

Date: \_\_\_\_\_

**EXHIBIT A**  
**HOSPITAL LEASE**

**EXHIBIT B-1**

**SHREVEPORT HOSPITAL LEASED EQUIPMENT**



**EXHIBIT B-2**

**E.A. CONWAY LEASED EQUIPMENT**

## FIRST AMENDMENT TO EQUIPMENT LEASE AGREEMENT

This First Amendment to Equipment Lease Agreement (the "Amendment") is made and entered into effective the \_\_\_\_\_ day of October, 2014, by and among the following (each of which is individually referred to as a "Party" and collectively as the "Parties"):

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE**, a public constitutional corporation of the State of Louisiana, represented herein by F. King Alexander, President of the Louisiana State University System, duly authorized by virtue of a resolution of the Board of Supervisors, adopted October 1, 2014, a copy of which is on file and of record, with a mailing address of 3810 West Lakeshore Drive, Louisiana State University, Baton Rouge, Louisiana 70808 (Federal I.D. No. XX-XXX0848) (hereinafter referred to as "LSU" or "Lessor"),

**BRF HOSPITAL HOLDINGS, L.L.C.**, a Louisiana limited liability company, represented herein by Stephen F. Skrivanos, its Chairman, duly authorized by virtue of a resolution adopted \_\_\_\_\_, 2014, with a mailing address of 1505 Kings Highway, Shreveport, Louisiana 71133 (Federal I.D. No. XX-XXX-9229) (hereinafter referred to as "BRFH" or "Lessee"),

and provides as follows:

### RECITALS

WHEREAS, the Parties entered into the Equipment Lease Agreement (the "Equipment Lease") effective the 30th day of September, 2013, to advance the goals and objectives of the Parties as set forth in the Cooperative Endeavor Agreement (the "Original CEA") by and among Biomedical Research Foundation of Northwest Louisiana ("BRF"), BRFH, LSU, the State of Louisiana through the Division of Administration, the Louisiana Division of Administration, and the Louisiana Department of Health and Hospitals ("DHH"), dated as of September 30, 2013; and

WHEREAS, the Parties have agreed to amend and restate the Original CEA for the limited purpose of revising certain funding language and other provisions related thereto contained therein (the “Amended And Restated CEA”); and

WHEREAS, the Parties now wish to amend the Equipment Lease as set forth below for the limited purpose of ensuring that the terms and conditions of the Equipment Lease remain consistent with the terms of the Amended And Restated CEA.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT

1. The last sentence of existing Section 1.02 (Term of Lease) of the Equipment Lease shall be amended and restated in its entirety to read as follows:

Notwithstanding anything in this Lease to the contrary, the parties acknowledge that any early termination or the expiration of the Amended And Restated CEA or the Hospital Lease shall cause this Lease to simultaneously terminate; provided, however, any such termination of this Lease shall be subject to any applicable Wind Down Period (as defined and described in the Amended And Restated CEA).

2. Existing Subsection 9.01(a)(vi) of the Equipment Lease shall be amended and restated in its entirety to read as follows, and new Subsection 9.01(a)(vii) shall be added to the end of existing Section 9.01(a) immediately following Subsection 9.01(a)(vi) and shall read in its entirety as follows:

(vi) the occurrence of a Terminating Event under the Amended And Restated CEA or the termination of the Hospital Lease; or

(vii) the termination of the Amended And Restated CEA or the compelled withdrawal of Biomedical Research Foundation of Northwest Louisiana from Lessee, in either case for breach of the Public Purpose as set forth in Section 13.4 of the Amended and Restated CEA.

3. Existing Section 9.03(a) of the Equipment Lease shall be amended and restated in its entirety as follows:

(a) In addition to any other remedies provided by Law and except as otherwise provided herein, following the occurrence of a Lessee Event of Default, Lessor may, but shall not be obligated to, terminate this Lease; provided, however, that any early termination of this Lease and surrender of the Leased Equipment by Lessee in connection therewith shall be subject (if otherwise applicable) to the provisions of Section 13.6 of the Amended And Restated CEA.

4. Defined Terms. Capitalized terms shall have the meanings set forth in the Equipment Lease. All references in the Equipment Lease to the “Cooperative Endeavor Agreement” and the “CEA” shall henceforth mean the Amended And Restated CEA.

5. No Change to Remaining Provisions. Except as specifically amended by this Amendment, the Equipment Lease shall continue in full force and effect pursuant to the terms thereof.

*The rest of this page intentionally left blank.*

IN WITNESS WHEREOF, the parties hereto have signed their names on effective as of the \_\_\_\_ day of October 2014, in the presence of the undersigned competent witnesses:

**WITNESSES:**

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

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

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

F. King Alexander, President  
Louisiana State University System

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

**WITNESSES:**

**BRF HOSPITAL HOLDINGS, L.L.C.**

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

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

Stephen F. Skrivanos, Chairman

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

**SCHEDULE 2.3(B)**

### **Schedules 2.3(b) and 2.3(c)**

<b>Vendor</b>	<b>Equipment</b>	<b>Date</b>
Medtronic Sofamor Danek	Surgical supplies for Neurosurgery O-Arm	Dec. 2012
Bio Rad Laboratories	Bio Rad Hemoglobin Testing System	FY2007
Siemens	Integrated Immuno-Chemistry Instrument System	FY2010
Siemens	Siemens Centaur Analyzer	FY2010
Sebia, Inc.	Analytical lab equipment	FY2013
University Court - Rehab Apt.	8445 Youree Drive, Shreveport Louisiana	FY2012
QNB	Gentlemax Laser System	FY2010
Automed / Med Select	MedSelect Medicine Cabinets & Dispensing Stations	FY2011
Vision Financial / Chase	Braun IV Pumps	Dec. 2010
Leica Microsystems / White Hall	Cytovision	Dec. 2011
Bio Fire Diagnostics	Viral Diagnostic - Film Assy	April 2013
Wells Fargo	Maldi Biotyper bacteria and yeast identification sys.	June 2013
Anderson Funding / Ogletree	Abbott Cell-Dyn Hematology Analyzer System	Oct. 2011

**SCHEDULE 2.3(C)**



**Schedules 2.3(b) and 2.3(c)**

<b>Vendor</b>	<b>Equipment</b>	<b>Date</b>
Medtronic Sofamor Danek	Surgical supplies for Neurosurgery O-Arm	Dec. 2012
Bio Rad Laboratories	Bio Rad Hemoglobin Testing System	FY2007
Siemens	Integrated Immuno-Chemistry Instrument System	FY2010
Siemens	Siemens Centaur Analyzer	FY2010
Sebia, Inc.	Analytical lab equipment	FY2013
Unlversity Court - Rehab Apt.	8445 Youree Drive, Shreveport Louisiana	FY2012
QNB	Gentlemax Laser System	FY2010
Automed / Med Select	MedSelect Medicine Cabinets & Dispensing Stations	FY2011
Vision Financial / Chase	Braun IV Pumps	Dec. 2010
Leica Microsystems / White Hall	Cytovision	Dec. 2011
Bio Fire Diagnostics	Viral Diagnostic - Film Assy	April 2013
Wells Fargo	Maldi Biotyper bacteria and yeast identification sys.	June 2013
Anderson Funding / Ogletree	Abbott Cell-Dyn Hematology Analyzer System	Oct. 2011

**SCHEDULE 2.3(D)**



Schedule 2.34 - Licenses and Permits - Shreveport

59	Mark Randolph	5-5065	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	OR, GE C-Ann, No Air, Reg 0005-R121
60	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	OR, GE C-Ann, No Air, Reg 0005-R122
61	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	ACC, C-Ann, AIR 5287, Reg 0005-EQT69
62	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	ACC, C-Ann, AIR 5287, Reg 11373-EQT3
63	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	FWCC OR, C-Ann, AIR117746, Reg 11395-EQT2
64	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	ACC Bone Density, GE Lunar, AIR5287, Reg 11373-EQT10
65	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	Rm-2, GE Advantix, No Air, Reg 0005-R98
66	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	Rm7, Siemens Y510, AIR2873, Reg 0005-EQT118
67	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	Rm7, GE Legacy, No Air, Reg 0005-R111
68	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	Rm5, Philips Maxima, AIR2873, Reg 0005-EQT101
69	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	Rm10, ER, GE Discovery X550, AIR745, 0005-EQT106
70	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	Rm11, ER, GE Discovery X550, AIR2873, Reg 0005-EQT107
71	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	W/C, GE MPH, AIR 5287, Reg 11373-EQT13
72	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	ACC, Siemens ART50, AIR5287, 21373-EQT12
73	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	ACC, Siemens Sireloop#1, AIR5287, Reg 11373-EQT7
74	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	ACC, Siemens Sireloop#2, AIR5287, Reg 11373-EQT6
75	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	ACC, GE XR4, AIR5287, Reg 11373-EQT5
76	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	ACC, GE XR4, AIR5287, Reg 11373-EQT4
77	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	ER X-ray, GE Panorex, AIR2873, Reg 0005-EQT111
78	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	FWCC, GE Precision 500, AIR117746, Reg 11395-EQT14
79	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	PACS Rm, GE Portable, AIR2873, Reg 0005-EQT116
80	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	SICU, GE portable, AIR2873, Reg 0005-EQT115
81	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	BR, GE portable, AIR2873, Reg 0005-104
82	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	ER, GE portable, AIR2873, Reg 0005-103
83	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	NIJU, GE portable, AIR2873, Reg 0005-EQT59
84	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	PEUS/PICU, GE portable, AIR2873, Reg 0005-EQT100
85	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	OR, GE portable, No Air, Reg 0005-R108
86	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	FWCC OR, GE portable, No Air, Reg 0005-R65
87	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	Ath. R, GE portable, No Air, Reg 0005-R103
88	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	Cyto Rm-OR, AIR 2873, Reg-0005-EQT97
89	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	ACC BI, Siemens Mammotest, AIR 5287, Reg 11373-EQT17
90	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	ACC BI, Siemens Novation #1, AIR 5287, Reg 11373-EQT16
91	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	ACC BI, Siemens Novation #2, AIR 5287, Reg 11373-EQT15
92	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	PWV BI, GE Sonograph 2000D, AIR 2873, Reg 0005-EQT112
93	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	FWCC BI, GE Sonograph 2000D, AIR117746, Reg 11395-EQT3
94	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	FWCC BI, Fischer Mammoest, AIR 2873, Reg 0005-EQT91
95	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	FWCC, GE Mobile Van (old one), AIR 5287, Reg 11373-EQT19
96	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	FWCC, GE Bone Density, AIR 117746, 11395-EQT5
97	Mark Randolph	5-5066	Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing (DEQ)	2011901 Clinical Pathology and Anatomic Pathology
98	Susan Duet	5-5719	College of American Pathologists (CAP)	2011917 Point of Care Testing
99	Susan Duet	5-5719	College of American Pathologists (CAP)	11945 Transfusion Services
100	Susan Duet	5-5719	American Association of Blood Banks (AABB)	1900049026 Clinical Pathology and Anatomic Pathology
101	Susan Duet	5-5719	Department of Health and Hospitals, Health Standards Section, CLIA Programs	1900679550 Point of Care Testing
102	Susan Duet	5-5719	Department of Health and Hospitals, Health Standards Section, CLIA Programs	0002375198 Registration for Blood and Tissue Products
103	Susan Duet	5-5719	Department of Health and Hospitals, Health Standards Section, CLIA Programs	2011916 Pediatric Pulmonary Allergy Lab
104	Susan Duet	5-5719	Department of Health and Hospitals, Health Standards Section, CLIA Programs	2011904 Blood Gas Lab
105	Sharshaha Murray	5-5066	College of American Pathologists (CAP)	1900665635 Pediatric Pulmonary Allergy Lab
106	Mark Randolph	5-5066	Department of Health and Hospitals, Health Standards Section, CLIA Programs	1900648283 Blood Gas Lab
107	Sharshaha Murray	5-5066	Department of Health and Hospitals, Health Standards Section, CLIA Programs	1900899191 Special Hematology (FWCC) and Bone Marrow Transplant Lab
108	Mark Randolph	5-5066	Department of Health and Hospitals, Health Standards Section, CLIA Programs	2011913 Special Hematology (FWCC) and Bone Marrow Transplant Lab
109	Mark Randolph	5-5066	College of American Pathologists (CAP)	NMAF#01522-01 Nuclear Medicine ECAM Planner, Spect, Cardiology
110	Mark Randolph	5-5066	American College of Radiology	NMAF#01522-02 Nuclear Medicine Symbla Planner, Spect, Cardiology
111	Mark Randolph	5-5066	American College of Radiology	NMAF#01522-03 Nuclear Medicine GE DS - XU Planner, Spect, Cardiology
112	Mark Randolph	5-5066	American College of Radiology	UAP # 02626 Ultrasound, Gyn, General and Vascular for ACC Building
113	Mark Randolph	5-5066	American College of Radiology	UAP # 02626 Ultrasound, Gyn, General and Vascular for ACC Building
114	Mark Randolph	5-5066	American College of Radiology	MNAF# 50998-02 MR #2 Head Spine, Body, MSK, MRA
115	Mark Randolph	5-5066	American College of Radiology	MNAF# 50998-03 MR #1 Head Spine, Body, MSK, MRA



Schedule 2.3d - Licenses and Permits - EA Conway

1	Linda Lochbrunner	0-7552	DHHP/Health Standards Section	LA982285116 (EPA ID#)	LA982285116 (EPA ID#)	LA982285116 (EPA ID#)	LA982285116 (EPA ID#)
2	Mitchell Gill	0-7489	DEQ Air Permits Division				
3	Mitchell Gill	0-7489	DEQ Office of Hazardous Materials				
4	Mitchell Gill	0-7489	Office of Hazardous Services				
5	Marz Isaac	0-7010	City of Monroe				
6	Mitchell Gill	0-7489	Louisiana State Police				
7	Sandra Bryan	0-7444	The Joint Commission				
8	Sandra Bryan	0-7444	University HealthSystem Consortium				
9	Sandra Bryan	0-7444	CMS-EQ Health Solutions				
10	Sandra Bryan	0-7444	CMS-Quality Net				
11	Sandra Bryan	0-7444	MD Staff Applied Statistics				
12	Mitchell Gill	0-7444	AVATAR				
14	Sandra Bryan	0-7444	LSBME				
15	Sharon Nelson	0-7585	LSBN				
16	Sandra Bryan	0-7444	NPDB				
17	Sandra Bryan	0-7444	LA.CDS				
18	Sandra Bryan	0-7444	ABMS				
19	Infection Control	0-7440	NHSN (National Health Safety Network)				
20	Infection Control	0-7440	Quality Compass				
21	Alan Freeman	0-7187	Peace Officer Standards and Training - P.O.S.T.				
22	Marc Isaac - Tim	0-7010	Federal Communications Commission				
23	Marc Isaac	5-7010	Louisiana State Fire Marshal				
24	Marc Isaac	5-7010	Louisiana Dept of Environmental Quality (Underground Storage Tank)				
25	(Tim McGrew--retiring)	0-7010	Louisiana State Fire Marshal				
26	Marc Isaac (Tim)	0-7010	Louisiana State Fire Marshal				
27	Nicole Woody	0-7119	College of American Pathologists (CAP)				
28	Nicole Woody	0-7119	Department of Health and Hospitals, Health Standards Programs				
29	Nicole Woody	0-7119	Department of Health and Hospitals, Health Standards Section, CLIA Programs				
30	Nicole Woody	0-7119	Department of Health and Hospitals, Health Standards Section, CLIA Programs				
31	Loretta Lemoine	0-7143	Louisiana Board of Pharmacy				
32	Loretta Lemoine	0-7143	Louisiana Board of Pharmacy				
33	Loretta Lemoine	0-7143	Louisiana Board of Pharmacy				
34	Loretta Lemoine	0-7143	Louisiana Board of Pharmacy				
35	Loretta Lemoine	0-7143	Louisiana Board of Pharmacy				
36	Loretta Lemoine	0-7143	Louisiana Board of Pharmacy				
37	Loretta Lemoine	0-7143	Controlled Substance Registration				
38	Loretta Lemoine	0-7143	Health Resources and Services Administration, Office of Pharmacy Affairs				
39	Harold Hubbard	0-7112	Louisiana Dept of Env Quality, Office of Environmental Compliance, Radiation Licensing (DEC)				
40	Harold Hubbard	0-7112	Louisiana Dept of Env Quality, Office of Environmental Compliance, Radiation Licensing (DEC)				
41	Harold Hubbard	0-7112	Louisiana Dept of Env Quality, Office of Environmental Compliance, Radiation Licensing (DEC)				
42	Harold Hubbard	0-7112	Louisiana Dept of Env Quality, Office of Environmental Compliance, Radiation Licensing (DEC)				
43	Harold Hubbard	0-7112	Louisiana Dept of Env Quality, Office of Environmental Compliance, Radiation Licensing (DEC)				
44	Harold Hubbard	0-7112	Louisiana Dept of Env Quality, Office of Environmental Compliance, Radiation Licensing (DEC)				
45	Harold Hubbard	0-7112	Louisiana Dept of Env Quality, Office of Environmental Compliance, Radiation Licensing (DEC)				
46	Harold Hubbard	0-7112	Louisiana Dept of Env Quality, Office of Environmental Compliance, Radiation Licensing (DEC)				
47	Harold Hubbard	0-7112	Louisiana Dept of Env Quality, Office of Environmental Compliance, Radiation Licensing (DEC)				
48	Harold Hubbard	0-7112	Louisiana Dept of Env Quality, Office of Environmental Compliance, Radiation Licensing (DEC)				
49	Harold Hubbard	0-7112	Louisiana Dept of Env Quality, Office of Environmental Compliance, Radiation Licensing (DEC)				
50	Harold Hubbard	0-7112	Louisiana Dept of Env Quality, Office of Environmental Compliance, Radiation Licensing (DEC)				

51	Harold Hubbard	D-7112	Louisiana Dept of Env Quality, Office of Environmental Compliance, Radiation Licensing (DEC)	G.E. Lightspeed Cat Scan Unit AI #10867 Reg #0862-EQT22 Model # 2341104 Serial #292777CNO
52	Harold Hubbard	D-7112	Louisiana Dept of Env Quality, Office of Environmental Compliance, Radiation Licensing (DEC)	G.E. Optima 64 Cat Scan Unit AI #10867 Reg #0862-EQT34 Model #557708-ID3 Serial #427457CN7
53	Harold Hubbard	D-7112	Louisiana Dept of Env Quality, Office of Environmental Compliance, Radiation Licensing (DEC)	G.E. Lunar Dexa Scan Unit AI #10867 Reg #0862-EQT28 Model #41170 Serial #8060951625
54	Harold Hubbard	D-7112	Louisiana Dept of Env Quality, Office of Environmental Compliance, Radiation Licensing (DEC)	Panmeesa AI #10867 Reg #0862-EQT26 Model #P-Profile-XC Serial #XC42903

**SCHEDULE 5(A)**

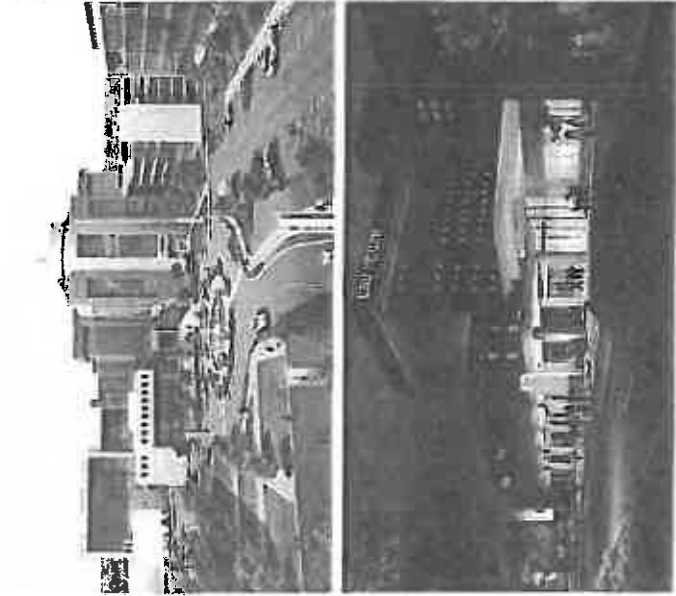
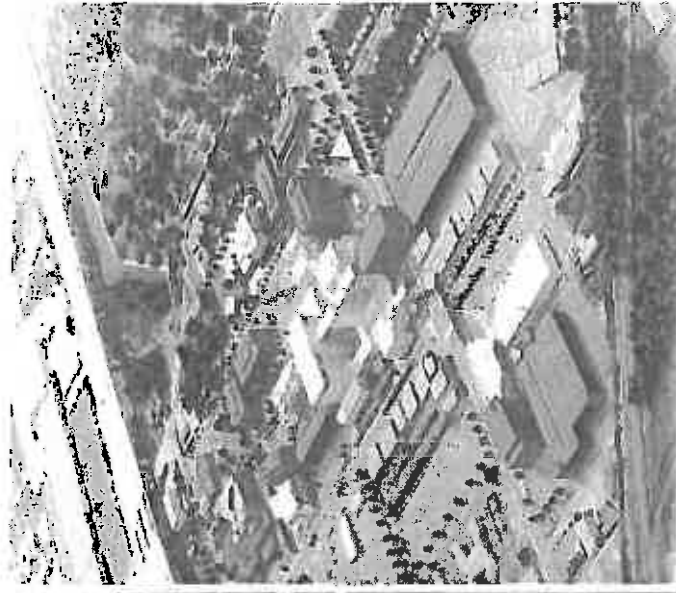



confidential  
Spencer Schatz



## ShreveportMed: The Vision 2020 Master Facilities Plan

Issue Date  
12 April 2013



confidential  
Spencer Schatz

## Dedication and Acknowledgements

This plan is dedicated to:

- The individuals who had the vision for developing an academic institution in Shreveport and who made it a reality
- The patients, students and communities we serve
- The faculty and staff who have been committed to patient care, education and research
- Our family of supporters and staff

Special dedication to Dr. Kenneth D. Papp, University Professor of Political Science and History, Baylor University, Waco, Texas, and Dr. Norman K. Isom, in the college's leading urban planning and a champion for increasing green spaces and increasing university roles in economic development. The vision and advocacy has inspired generations of New Yorkers while helping inspired patients, the community, well beyond New York.



## Vision 2020 Master Facilities Plan

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## Master Facility Plan Introduction

LSU Health Shreveport (LSU) is an academic medical center with a promising future. LSU serves as an anchor for Shreveport, Bossier City and the surrounding region. As described in this Vision 2020 Master Facilities Plan (MFP), the core campus will be revitalized between now and 2020. Despite our financial challenges, state-of-the-art patient care, educational and research buildings will emerge and existing facilities will be improved. With new green spaces, parking and roadways, the campus will undergo a major and long overdue transformation. This will be critical if LSU is to achieve its academic and patient care missions through the 21st Century.

As part of this transformation, LSU will help Shreveport and Caddo Parish realize the vibrant health corridor proposed in the 2011 Great Expectations Master Plan. On its easternmost end, LSU will anchor a thriving health district located between Linwood Avenue and Kings Highway. This district will originate near Dalzell Street and stretch to Tulane Avenue to the south. Known as ShreveportMed, and over time, this district will encompass LSU, LSU Health Sciences Foundation and neighboring sites. As a vibrant neighborhood, ShreveportMed will offer new housing, retail and entertainment opportunities for nearby residents as well as area employees. It will benefit from much of the planning from the 2002 InterTech Science Park Master Plan as well.

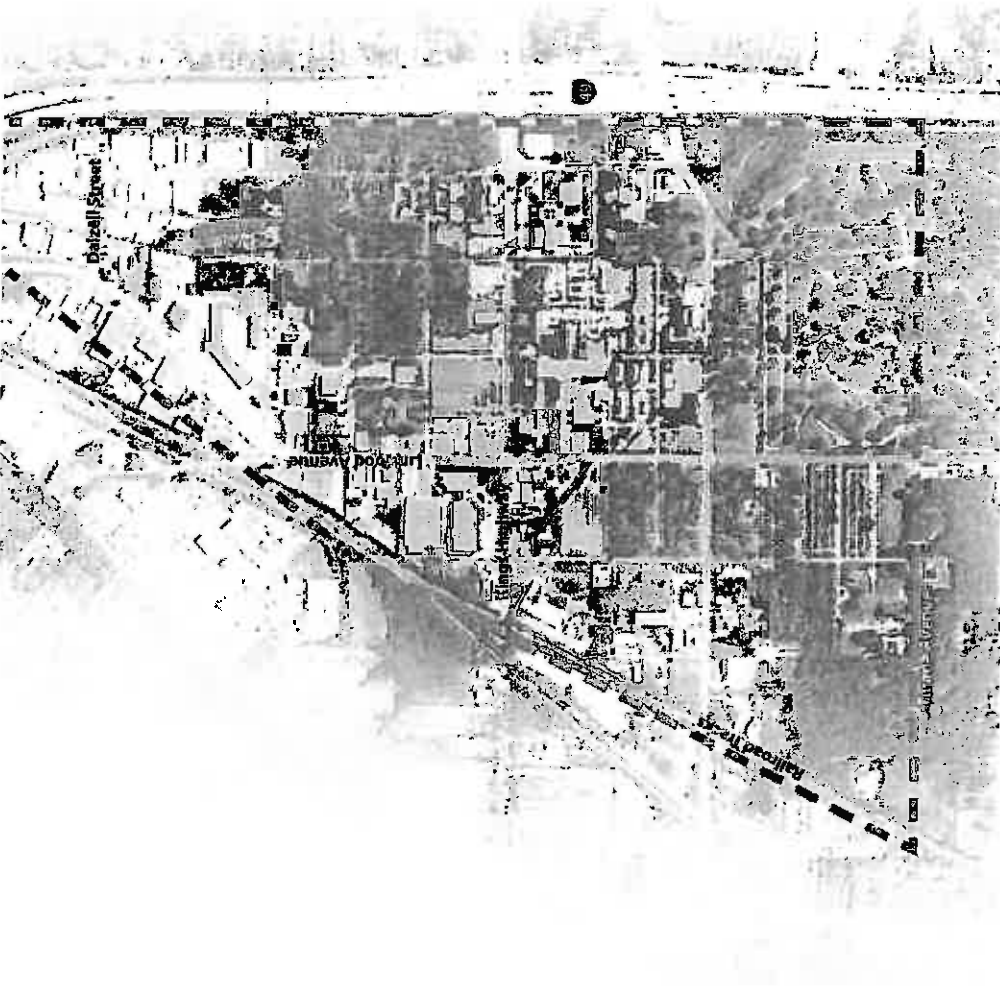
Achieving this vision will require close coordination with residents of neighboring communities and institutional partners. This includes the Shriners Hospital for Children, the LSU Health Sciences Foundation in Shreveport, and the Biomedical Research Foundation of Northwest Louisiana. Furthermore, community engagement will be key to realize this vision. LSU leadership will be working with stakeholders to make sure that efforts are coordinated and a sense of transparency and trust is achieved. Associated planning and development will benefit residents to the north and south of LSU. This can be in the form of improved roadway safety, new retail offerings, additional housing developments, new community resources and appreciation in property value.



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## What is covered in this Master Facility Plan?



Institutional Master Facilities Plans, or MFPs, are typically visionary and big picture in their scope. Out of necessity, they look years down the road. While MFPs are being developed, organizations need to continue operating and working on previously planned projects of various types and scales. To link these perspectives, we have attempted to integrate the various projects in this document.

With that in mind, this Vision 2020 document is more than a master facility plan. It is also a catalog of other facility initiatives already underway or contemplated. It attempts to integrate current facility projects to the bigger picture. Readers will hopefully appreciate that there are a number of projects which, while they may be smaller in financial scope, are also important to improving the Shreveport campus. Together, they help form a mosaic that will become stronger over time.

Master facility plans look at a campus needs within the context of an organizational mission and the existing geometry – principally roads and buildings. Please keep in mind that these plans are conceptual and subject to change. Until a ground-breaking ceremony occurs and a shovel is put in the ground, the final location, size and orientation of new structures will likely change. Furthermore, this is not a complete listing of the needs and possibilities here – but it is a pretty thorough listing. As a result, there are few absolutes in the pages that follow – but instead many approximations.

The study area for this MFP is a triangular region bounded by Interstate 49 to the east, the railroad tracks to the west, Dalzell to the north and Tulane to the south.

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## Vision 2020 Master Facilities Plan

Special thanks are due to the donors whose generous contributions help fund this important project. Thanks are also owed to the many people who lent their time and expertise to this exercise. This includes members of the leadership teams of the Schools of Allied Health Professions, Graduate Studies and Medicine.

### Vision 2020 Leadership Team:

- Robert A. Barish, MD, MBA, Chancellor
- John Dailey, JD MPA, Vice Chancellor for Administration and Chief Operating Officer
- Mark Jusselin, PE, Director of Physical Plant and Facility Planning
- Joseph Micciotto, MHA, Hospital Administrator
- Catherine Nobile, Esq., President, LSU Health Sciences Foundation in Shreveport
- Carolyn Wimer, Executive Assistant to the Vice Chancellor
- Meg Willett, Coordinator of Public Relations
- Wayne Estopinal, AIA, AChA, LEED AP, President, The Estopinal Group
- Kyle Wilson, AIA, LEED AP BD+C, Senior Associate, The Estopinal Group

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## Acknowledgements

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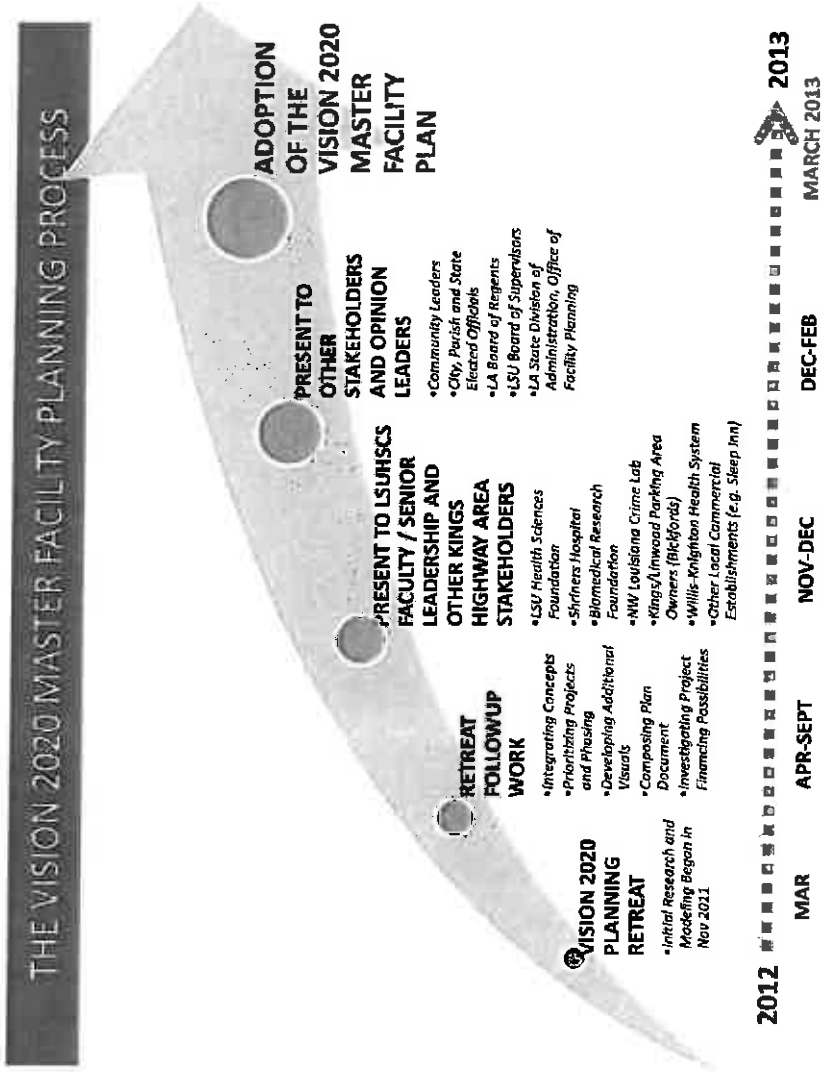
## Disclaimer

The material in this report applies to the properties owned by LSU Health Shreveport, the LSU Health Sciences Foundation in Shreveport, the Biomedical Research Foundation, Shriners Medical Center, and the public roads and infrastructure that support these properties. Planning concepts shown are not guaranteed or mandated, and are subject to change based on the ever-changing needs of LSU Health Shreveport.

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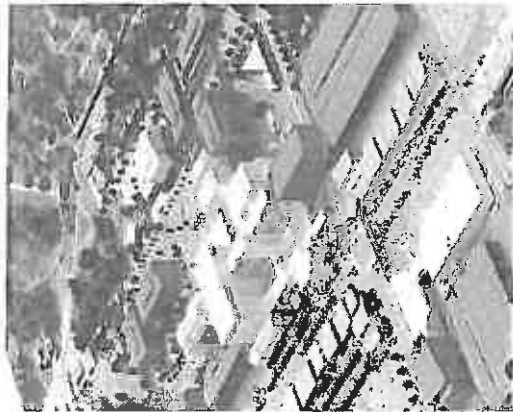
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Vision 2020 Master Facilities Plan



# 01

## Our Vision and Imperative



### Dear Faculty, Staff and Friends of LSU Health Shreveport:

The Vision 2020 plan that follows is ambitious - but essential. This serves as a roadmap so that our organization may reach the goal of having a greatly improved campus environment for patients, caregivers, researchers, students, and visitors alike. This plan presents an efficient and economical approach as it optimizes what we already have here on campus. This plan attempts to recycle existing facilities as best as possible - while borrowing some construction, programmatic and urban planning ideas from successful academic medical centers from around the country.

There are a number of reasons why this plan is timely.

- Healthcare organizations cannot rely on their identity, name or affiliation to convey quality. In this age of growing consumerism and freedom of choice, success takes high quality medical care, customer service and well-thought-out facilities.
- Convenience and predictable experiences are critical so that each patient visit is close to being an ideal encounter. But the ideal encounter doesn't start in the exam room - it's after a visit to our website or call to one of our offices and the moment people arrive on campus. It includes lighting, signage, parking and a host of other factors. Those are addressed in this plan.
- This plan recognizes that "first impressions create lasting impressions." We want the first impressions people have to be strong and positive ones.
- The competition for construction financing is increasing. We must be able to clearly articulate our needs to various funding sources - both public sources as well as capital partners in the private sector.
- External forces - both market-based and regulatory driven - are changing research and education as well. Maintaining accreditations for these programs requires that we make significant capital investments. There is also increasing competition for faculty and staff. This plan is not only for our patients, who have the freedom of choice, but also our students, our postgraduate trainees and employees. This requires that LSU Health Shreveport offer a compelling opportunity and setting for professional development and satisfaction. A thriving campus and progressive facilities are key to this.
- At present, in Shreveport, our campus comprises 91 acres with 6 million square feet of space under roof. While the size of our current facilities are certainly impressive - they are undersized when compared with peer institutions.
- The state of Louisiana has an acute and growing need to develop its healthcare workforce. To meet the needs of an expanding population - and one that is aging and has many chronic health challenges - LSU Health Shreveport needs to produce more physicians and allied health professionals for communities across the region. For many programs, we lack the facilities to expand.
- Finally, a well-sequenced development/redevelopment plan is essential so that we do not either forfeit opportunities or squander any limited resources - both time and capital.



## Vision 2020 Master Facilities Plan

## Letter from LSU Health Shreveport Leadership

We envision a setting which is both "high tech" and "high touch." Besides offering traditional academic areas, it must provide areas where we can easily congregate, celebrate, simulate and socialize. We must ensure that new patient facilities are designed with respect and dignity in mind helping our staff provide compassionate, empathetic and expert care. We must make sure that new educational and research facilities energize thinkers at all levels of their professional development. This will increase the return on our investment in human capital. If we are successful, it will be easier for staff to imagine new possibilities and discover new scientific breakthroughs.

By 2020, our facilities will be better equipped to facilitate more collaboration across the basic and clinical sciences. We need to make it easier for translational research to take place – and that requires bringing bench researchers and bedside clinician/researchers closer together. Furthermore, success in our research enterprise requires that we have facilities to support work from the fields of biomedical informatics, biomedical engineering, nanotechnology and other areas. We already have some exciting projects underway in some of these areas. We foresee more collaborations and partnerships with institutions such as LSU Shreveport, LSU (Baton Rouge), and Louisiana Tech among others. Our facility planning must reflect those needs and opportunities.


Recognizing the challenges for achieving a healthy work-life balance, our faculty, staff and students all need to have more convenient access to recreation, housing, and retail opportunities. They are seeking the flexibility that comes with having stores, services and other outlets nearby. We need to keep more of their buying power closer to our campus instead of allowing it all to go to distant neighborhoods. We are working with neighbors to achieve that goal.


All new construction must also pay more attention to respecting the local environment. New construction should be environmentally friendly and have investments in associated green spaces. We desperately need to break up large expanses of concrete and bring back trees, shrubbery, foliage and lawn. We also need to minimize energy consumption and to employ green design and building techniques where possible. The Leadership in Energy and Environmental Design (LEED) guidelines serve as a good reference point.


As stewards of public resources and philanthropy, we must be aware of the long-term implications of our decisions. Looking at the realities of administering a huge enterprise like ours, we must also be mindful of the financial implications of new facilities. They must be engineered to be cost-effective and efficient at the same time they promote the generation of revenue – patient care, tuition and/or sponsored research programs.


We will need to raise roughly \$750 million in order to achieve this bold vision. While that is a tremendous challenge, we have the talent, know-how, advocates and supporters to achieve this. Successful implementation will require building our base of supporters with alumni, civic leaders and other opinion leaders across the State. Success will also require coordination with officials from the Cities of Shreveport and Bossier City, Caddo Parish, State Division of Administration Office of Facility Planning, Board of Regents, State Bond Commission and others.

In summary, the Vision 2020 plan is about improving the quality of our campus environment for patients, caregivers, researchers, students, and visitors. If we are successful, it will help spark efforts around the campus that will lead to improvements in neighboring communities and gains in regional economic development. The faculty, staff and students who comprise LSU Health Shreveport do amazing things each day. Working together, we can certainly make ShreveportMed and this Vision 2020 a reality.

  
Robert A. Barish, MD MBA  
Chancellor

  
Joseph M. Micciotto, MHA  
Hospital Administrator

  
John Dailey, JD MPA  
Vice-Chancellor for Administration  
and Chief Operating Officer

  
Mark A. Jusellin, PE  
Director of Physical Plant and Facility Planning

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Epidemiological



## Vision 2020 Master Facilities Plan

March 1, 2012

1501 Kings Highway  
Shreveport, LA 71130-3932

LSU Health Shreveport Stakeholders:

A Master Facilities Plan is an important process that helps you to better understand who you are today as a campus, and what you hope to be in the future. This process identifies future growth, how, and where it can occur. The master facilities plan ultimately becomes a flexible guide that gives the campus a road map to address these issues and prepare for future demands and strategic positioning.

A good campus should project a certain image and energy. Its boundaries should be defined so all visitors know when they are on campus. Way-finding and directional signage is crucial for easily moving vehicular and pedestrian traffic to the correct location. A progressive campus takes on projects that minimizes their weaknesses and builds upon its strengths. It all starts with a vision. Let yourself dream big. Ask yourself where you can, and where should, this campus be in 10 or 20+ years. Once that goal is established, it helps us to make intelligent decisions about objectives that will bring us closer to that point.

The Shreveport Caddo Vision for 2030 noted a "shift in focus to intellectual capital development". LSU Health Shreveport is a central figure in this initiative. It is uncommon to have an academic medical center for a city of this size. The Shreveport Medical Center is a valuable resource for Shreveport. The care provided on this campus, the research undertaken, and the potential impact to the surrounding neighborhoods are significant, and should not be taken lightly. With annual approximate counts of 250,000 patients, 1,000 daytime students, 6,000 total employees, including 5,000 daytime employees, and countless visitors the LSU Health Shreveport campus is uniquely positioned to impact Shreveport and the entire northwest Louisiana region.

The campus occupies a key strategic location between Shriners Hospital for Children, the InterTech Science Park, and Willis-Knighton's main campus to create a medical district for Shreveport. Although the campus is well located with respect to other health sector components in Shreveport, there are still opportunities for growth between a combination of properties already held by LSU Health Shreveport, the LSU Health Shreveport Foundation, and currently underutilized adjacent properties. Given the increasing age of the population you serve, the need to integrate new technology and research, the healthcare sector will only continue to grow, and the campus will need to adapt to foster these changes.

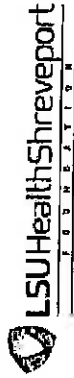
We believe that an interactive process between key stakeholders will facilitate consensus as to the future of the campus, and is a key component of the Master Facilities Plan. Thank you for your participation in preparation for an exciting time in the life of the LSU Health Shreveport campus.

Sincerely,

Kyle A. Wilson, AIA, LEED AP BD+C  
Vice President - Architecture  
The Estopinal Group LLC

Letters of Support





February 22, 2013

Robert A. Barish, MD, MBA  
Chancellor  
LSU Health Shreveport  
1501 Kings Highway  
Shreveport, LA 71130

Dear Dr. Barish:

The LSU Health Sciences Foundation in Shreveport ("Foundation") heartily supports the Vision 2020 Master Facilities Plan. The earliest objective of the Foundation was acquisition of properties in proximity to the Health Sciences Center in order to facilitate its growth and expansion. We are pleased that the boundaries of the planning area include the majority of our holdings and provide us with direction in disposition of those properties not included.

We were happy to provide private funds that helped enable the engagement of excellent consultants to lead development of the Plan. You engaged Foundation leadership and other significant stakeholders – the Biomedical Research Foundation, the City of Shreveport, and Shriners Hospital among them – in the Plan's development from its inception, effectively building a community of support that we believe will see the plan through to fruition.

Vision 2020 presents the Foundation with a range of opportunities for inspiring private philanthropy directed toward building a thriving health district with LSU Health Shreveport at its core. You may be assured that our resources will be deployed toward achieving your priorities in reaching this goal.

With best personal regards, I remain

Sincerely,

Catherine S. Noble, MSN, JD  
President

LSU Health Sciences Foundation  
920 Fourcorn Rd, Suite 407  
Shreveport, LA 71108  
P 318.641.0855  
F 318.641.2949  
www.lshsc.foundation.org/foundation



**BIOMEDICAL RESEARCH FOUNDATION**  
*of Northwest Louisiana*

February 12, 2013

Robert A. Barish, MD MBA, Chancellor  
LSU Health Shreveport  
1501 Kings Highway  
Shreveport, LA 71130

Dear Dr. Barish:

The Biomedical Research Foundation of Northwest Louisiana (BRF) endorses the Vision 2020 Master Facilities Plan. With major property holdings along and nearby Kings Highway, the BRF has been committed to this part of Shreveport and the surrounding communities for many years. While our InterTech Science Park is outside the boundaries of your planning area, it will no doubt benefit from the coordinated approach to development proposed in the Vision 2020 plan.

From the onset of your planning process, members of the BRF leadership team were consulted and re-engaged a few weeks ago. We are especially pleased that the Vision 2020 plan is in harmony with the Shreveport/Caddo Master Plan as well as the BRF-sponsored InterTech Science Park Master Plan. In some ways, the Vision 2020 plan is a neighborhood plan and validates many of the 2002 InterTech Plan's concepts, and takes them a few steps further.

A revitalized Kings Highway corridor with a thriving health district is not only possible but essential. The BRF remains committed to working with LSU, the Shriners Hospitals and other stakeholders to make this reality.

Very truly yours,

Stephen F. Scrivamos  
Board Chairman

John F. Shery  
President & CEO

James D. Dean  
Vice President for  
Finance & Administration



**LSU Health Shreveport**  
Catherine Schultz  
Spencer, Schultz



### Vision 2020 Master Facilities Plan



**Shriners Hospitals  
for Children™**

Shreveport  
Pediatric Specialty Care  
Orthopedics  
Cleft Lip Cleft Palate

February 5, 2013

**Kim Green, FACHE,**  
Administrator  
3160 Sanford Avenue  
Shreveport, LA 71103  
kgreen@shrinersnet.org  
Tel: 318.226.4265  
Toll Free: 1.888.665.KIDS

Robert Barish, MD MBA, Chancellor  
LSU Health Shreveport  
1501 Kings Highway  
Shreveport, Louisiana 71130

Dear Dr. Barish:

The Shreveport community is most fortunate to have both an academic medical center of the caliber of Louisiana State University Health Shreveport and Shriners Hospital for Children® - Shreveport, the world's first Shriners Hospital. Our geographical proximity on Kings Highway has led many people to assume that we are part of the same campus. Although we are separate entities, we have always admitted the mission of our neighbor and enjoyed years of successful collaboration. We remain open to opportunities for further collaborative efforts that would be mutually beneficial to our two organizations' missions as well as the greater healthcare communities we serve.

LSU and Shriners Hospitals have long worked together on a host of clinical and educational levels. This has benefited pediatric patients needing orthopedic and other specialty care, as well as advancing the training opportunities for future caregivers. In an era of increasingly constrained resources, the need for organizations to collaborate is more evident than ever.

Years ago, people spoke of the virtues of advancing a linkage of LSU and Shriners Hospitals more formally - on both operational and new construction levels. This Master Facilities Plan helps bring clarity to the possibilities that could someday be made reality as a result of past, present, and future conversations. Shriners Hospitals for Children recognizes our inclusion in an in-depth look at LSU Health's future as an exciting opportunity for the future. We look forward to working with LSU in continuing to serve children and their families and the possibility of additional joint planning efforts in the future.

Sincerely,

*Kim Green*  
Kim Green, MBA, MHA, FACHE  
Administrator  
Shriners Hospitals for Children - Shreveport



## NORTH LOUISIANA CRIMINALISTICS LABORATORY

1115 BROOKS STREET • SHREVEPORT, LA 71101 • PHONE: 318-277-2898 • FAX: 318-227-8074

Patrick W. Weidman, Shreveport Laboratory Director  
Jimmy B. Barish, System Director  
181 COTTON STREET • WEST MONROE, LA 71291 • PHONE: 318-381-4338  
409 JOHN ALLIBON DRIVE • EXAMPERE, LA 71303 • PHONE: 318-462-0874  
Mike Sibley, Monroeville Laboratory Director

January 28, 2013

Robert Barish, MD MBA, Chancellor  
LSU Health Shreveport  
1501 Kings Highway  
Shreveport, Louisiana 71130

Dear Dr. Barish:

A new crime lab for North Louisiana: this is a goal that so many in the Law Enforcement Community of northern Louisiana have been working toward for a long time now, and as System Director of the North Louisiana Criminalistics Laboratory System, let me say that it has been a very rewarding endeavor. I know LSU Health Shreveport leaders are just as committed to building a state-of-the-art lab to fill regional forensic science and educational needs. LSU Health's Master Facilities Plan illustrates the exact reasons why this fits into both of our visions for the future.

The affinities between the scientific aspects of a crime lab and an academic medical center are many. The staff is excited about the prospect of being neighbors with LSU and has had an opportunity to participate in the campus planning initiative. We support the efforts and are eager to work together to make it reality. Not only will our organizations surely benefit, but the communities of Northwest Louisiana in general and Shreveport in particular.

With improved proximity between the crime lab and LSU, we foresee collaboration which will lead to advances in criminalistics as well as development of training programs to assist law enforcement officials, caregivers and researchers.

The North Louisiana Forensic Sciences Center will also mean more, high paying jobs for the community. It will be a key resource of knowledge for the surrounding area. I look forward to continuing to work with LSU Health Shreveport leaders to make this vision and the plans a reality.

Sincerely,

*Jimmy Barish*

Jimmy Barish, System Director  
North Louisiana Criminalistics Laboratory



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## Vision 2020 Master Facilities Plan

## Economic Development and Louisiana's Blue Ocean Strategy

Communities across the nation have been trying to spark innovation and economic development to achieve diverse and robust economies. Years ago, Shreveport leaders conceptualized InterTech for this purpose. The ShreveportMed plan takes the InterTech plan a step further.

One of the roles of universities is to promote economic development. By working with partners at the other institutions and corporations, they can cultivate a culture of innovation which increases competitiveness and begets success. Three US regions which are celebrated for their academic-industry collaboration in life sciences and information technology enjoy diverse economies and are anchored by mature universities.

Northern California's Silicon Valley with its Stanford University and University of California San Francisco (UCSF)

• North Carolina's Research Triangle with Duke University and University of North Carolina at Chapel Hill (UNC)

• Boston/Cambridge with Massachusetts Institute of Technology (MIT) and Harvard University affiliated institutions

Leaders in new York City are aggressively developing NYC Tech - \$2 billion initiative to spark developments in the life sciences. This campus will be located on Manhattan's Roosevelt Island and anchored by alliances between Cornell and Israel's Technion Universities. Other NYC universities such as Columbia, NYU and others will have relationships as well. NYC Tech will have linkages with companies which have a presence in the NY metropolitan area. Visit <http://tech.cornell.edu/> for more information.

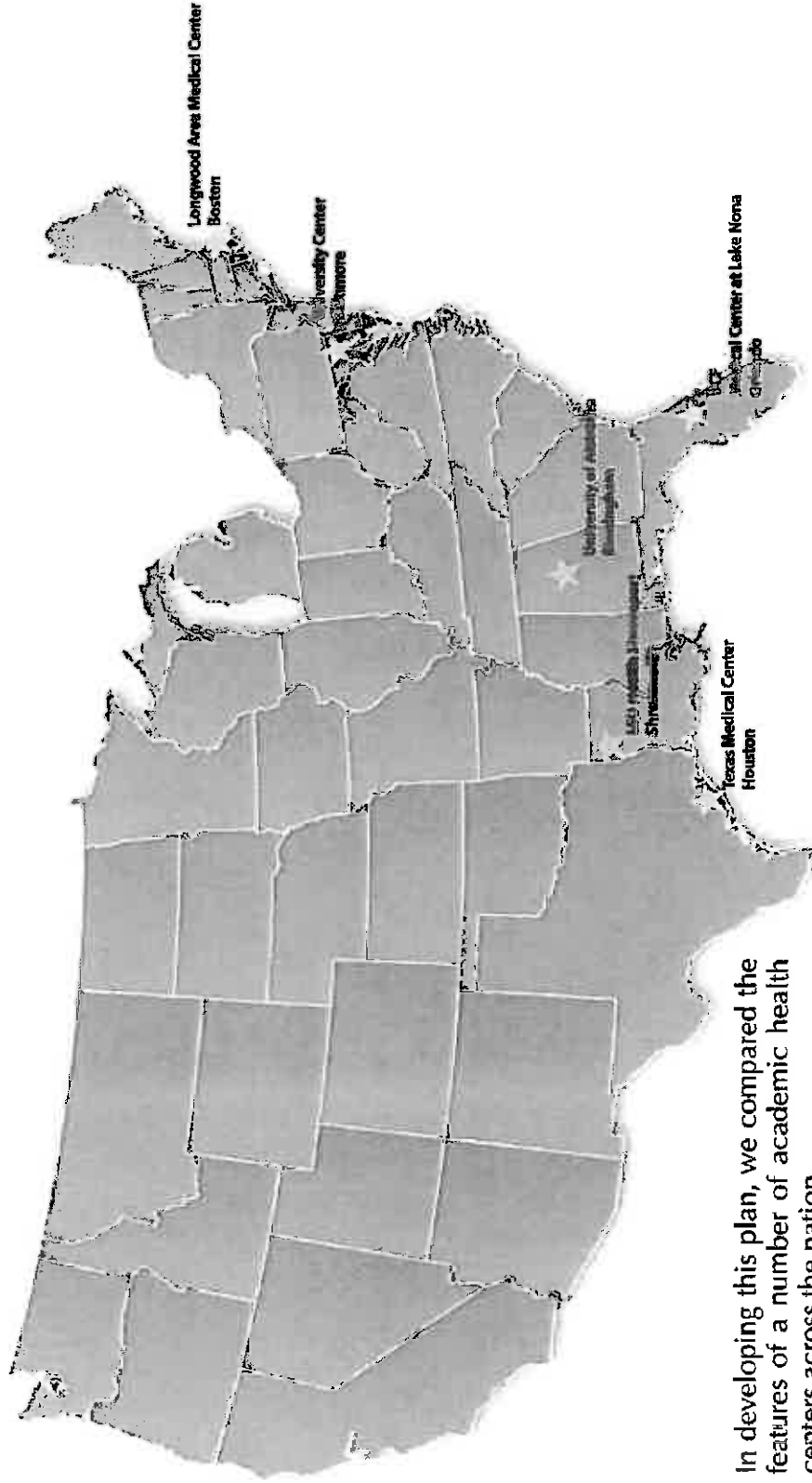
On a statewide level, Louisiana's economic efforts are catalyzed by the Louisiana Department of Economic Development or LED. LED's Blue Ocean Strategy is to work with community organizations, regional economic development agencies and universities to promote promising industries in regions that have promising opportunities and untapped potential.

With that in mind, LED reports that "Medical districts are emerging statewide, presenting specialty health care ventures with valuable research and co-location opportunities with the ability to attract out-of-state patients in search of services addressing conditions, such as diabetes and cancer. These businesses also have the advantage of fresh talent provided by prestigious medical and life sciences programs at Louisiana's colleges and universities." With Shreveport's wealth of medical resources - numerous possibilities exist. By coupling these resources with the biomedical engineering resources of nearby Louisiana Tech, many sponsored programs / grant projects will emerge yielding commercialization possibilities. Visit <http://www.louisianaeconomicdevelopment.com/key-industries/specialty-health-care.aspx> for more information.

**Future investments in ShreveportMed development must be pursued in partnership with state and local elected officials as well as LED leadership.**



## Selected Health Districts for Comparison and Inspiration



In developing this plan, we compared the features of a number of academic health centers across the nation.





## Vision 2020

2012



Existing Hospital Main Entrance

2020



Proposed Hospital Main Entrance with Fountains, Sheltered Drop Off and New Lobby Area



## Vision 2020 Master Facilities Plan

2012



Existing Hospital Main Entrance Night View

2020



Proposed Hospital Main Entrance with Fountains, Sheltered Drop Off and New Lobby Area Night View

**Vision 2020**

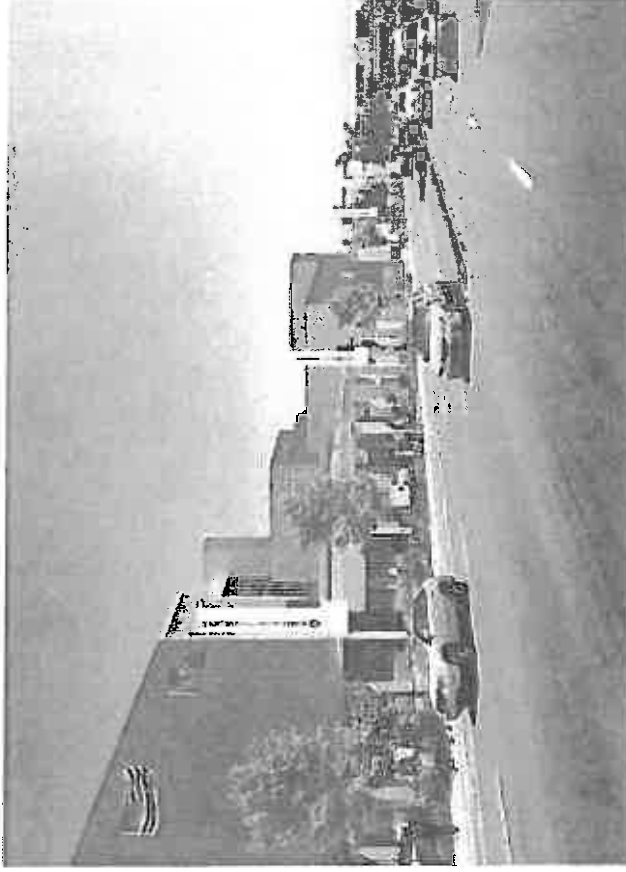
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Sp. Jo. F. Schurz

2012



Existing Kings Highway

2020



Proposed Kings Highway Approaching Linwood with Streetscape and Roadway Improvements

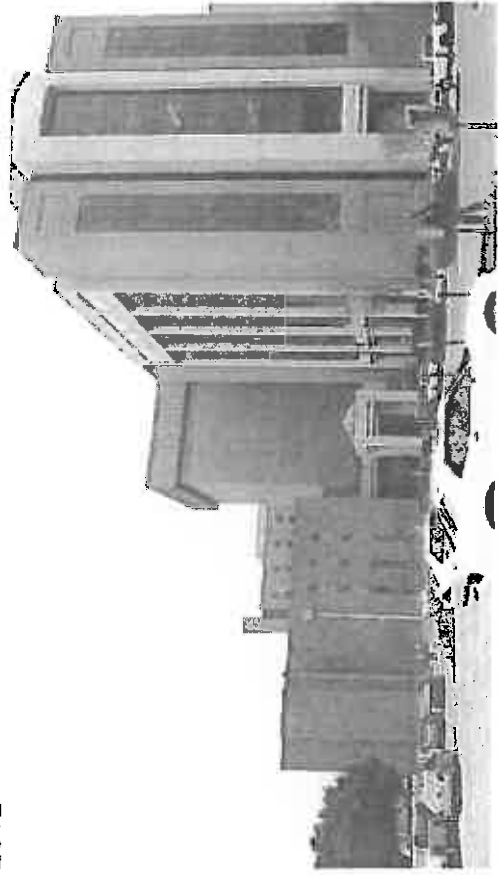


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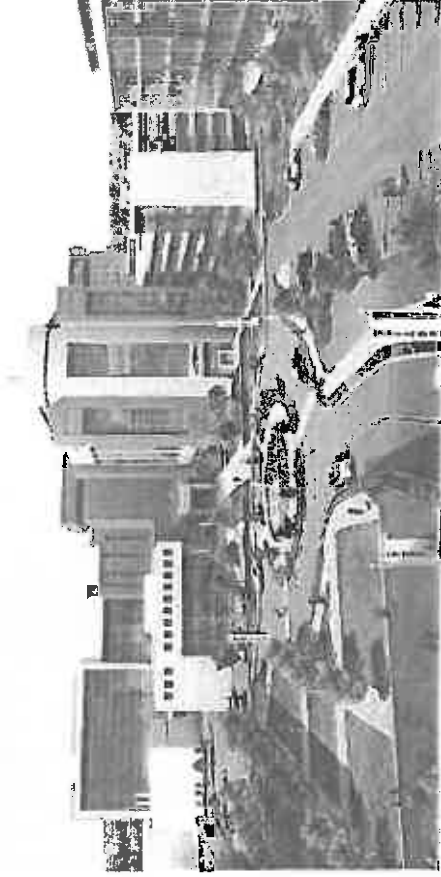


2012



Existing Academic Entrance

2020



Proposed Academic Entrance with Water Features, Seating Areas and Improved Circulation



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## Vision 2020 Master Facilities Plan

02



## Organizations with Major Property Holdings

### LSU Health Shreveport

The LSU Health Sciences Center - Shreveport, also known as LSU Health Shreveport, is an academic health system with three hospitals and three schools. On the main Shreveport campus are Schools of Allied Health Professions, Graduate Studies and Medicine. In addition, the flagship LSU Medical Center is located here - with 450 beds and which serves as a trauma center, regional burn center and resource for a host of tertiary and quaternary services. The campus is also home to the renowned Feist-Weiller Cancer Center.

#### STRATEGIC PRIORITIES FOR LSU HEALTH SHREVEPORT (Adopted June 2012)

- The following strategic priorities guide the efforts of the institution and its leadership team:
  - To lead in the delivery of outstanding critical care for individuals, their families, and our entire community through the LSU Health Shreveport Level One Trauma Center
  - To generate outstanding translational cancer research and discovery
  - To foster inter-disciplinary collaboration within the neurosciences fields that results in new discoveries, improved patient care and outcomes, and enhanced educational opportunities
  - To increase our capacity to generate outstanding translational and interdisciplinary research, building on the synergy of our unique clinical patient care and strong academic programs
  - To ensure outstanding patient care is delivered to our community and beyond through state of the art clinical infrastructure and facilities
  - To foster an environment that attracts and retains leading physicians, researchers, educators, and practitioners in the health science and health care fields

### LSU Health Sciences Foundation in Shreveport

The Foundation is the development and philanthropic partner for LSU Health Shreveport. While headquartered on Pierremont Road, the Foundation has significant property holdings in and around the campus. The Foundation leases property to the Health Sciences Center. This includes the Cheyland and Blood Center properties north of Kings Highway and off of Linwood, as well as the former Parkview Baptist Church on Samford. The Foundation has assorted other lots in and around the neighborhood.

### University of Louisiana at Monroe College of Pharmacy

The program's Shreveport office is located at 1725 Claiborne Avenue. This facility is owned by the BRF and supports the faculty and staff who work at the nearby medical center.

### Louisiana Association for the Blind

Also located on Claiborne, west of Linwood is the Louisiana Association for the Blind. It is a regional resource with a number of patient care and occupational programs for the visually impaired. LAB programs include the Low Vision Rehabilitation Center which teaches clients how to adapt to their loss of vision; LAB Industries, which manufactures paper and non-skid safe walking surface material for government and Ability Printing which uses digital presses to produce a wide range of printed material.

### Shriners Hospital for Children

The world's first Shriners Hospital opened in 1922 on this site, and a new replacement building was erected in 1985. The hospital provides elective services for children across a six-state region. It is a clinical resource for orthopedic and maxillofacial/craniofacial services for children. Students and residents from the Health Sciences Center rotate through the facility. The Shriners occupy and control the property on the southeast and southwest corners of Kings Highway and Samford Avenue.

### Biomedical Research Foundation of Northwest Louisiana

The Biomedical Research Foundation, or BRF, is a resource for economic development in Shreveport/Bossier. Dating back twenty years, the Foundation has been a resource for PET technology, radiotracer production, and development of the InterTech Science Park to the west of LSU Health's campus (that area is beyond the scope of the Vision 2020 planning exercise). In addition, the BRF owns the Biomedical Research Institute (BRI) which is at the most prominent building at the academic core of the campus. The BRI is home to a PET scanning facility and many of the basic sciences laboratories for HSC faculty. The BRF is headquartered on the first floor of the BRI. The BRF has significant property holdings in and around the campus.

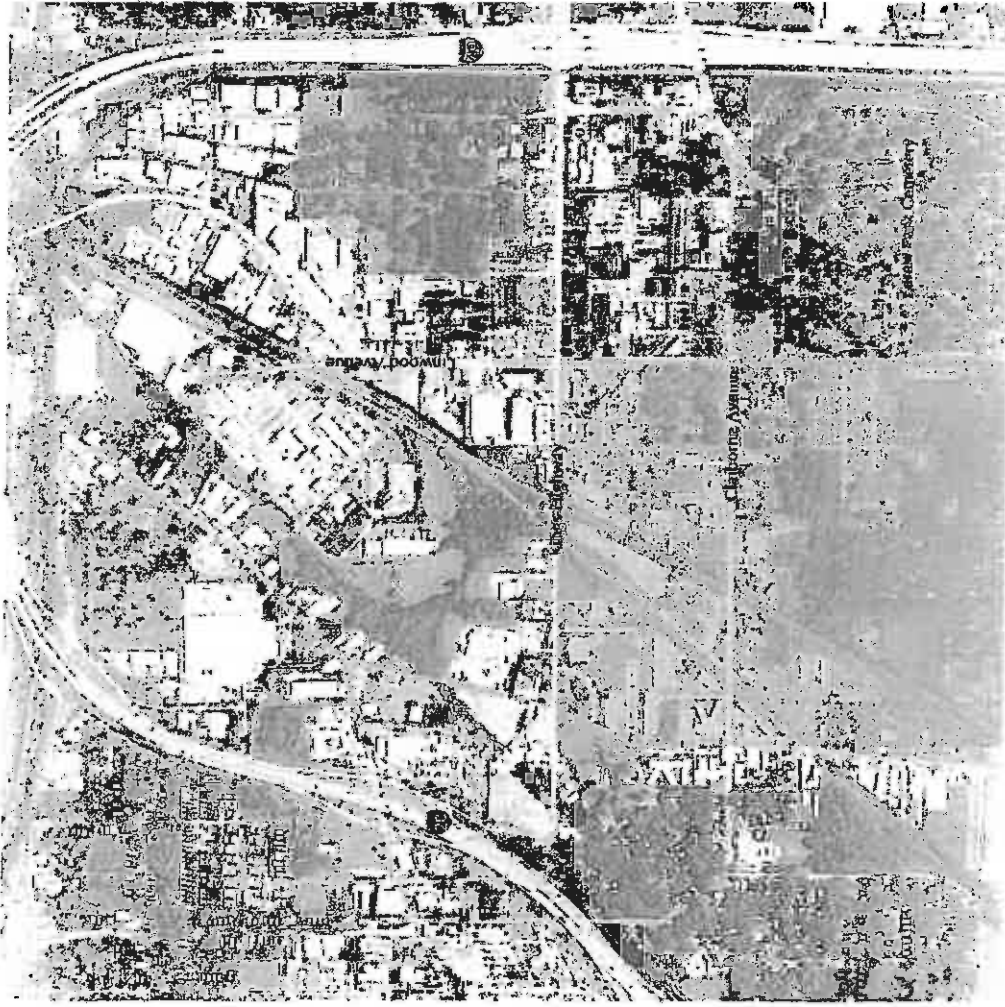
### City of Shreveport

The City of Shreveport operates a Public Works Facility with frontage on Kings Highway. It is at the westernmost end of the campus between McWillie Street and the railroad trestle. This property is used for offices and staging for fleet vehicles and storage of residential recycling containers. It covers 19.5 acres and included within the Vision 2020 planning exercise as a reference. This property offers some exciting development possibilities which would present synergies for the Health Sciences Center, the City of Shreveport and possibly the Overton Brooks Veterans Affairs Medical Center.

### Kings Highway/Linwood Parking Area

The developable property is a surface parking area of approximately seven acres bounded by Glen Oak to the North, Kings Highway to the South, Dowdell Street to the East and Linwood Avenue to the West. It contains two lots managed by System Parking - one is used by retail parkers and the other by long-term employee parkers of the LSU Medical Center. System Parking has an agreement to manage this property through 2014. The zoning is a mix of B-1 (First Business District) and B-3 (Commercial Business District).





### Ingleside Neighborhood

This area is bounded by Linwood to the east, Mansfield to the west and between Kings and Midway to the south. With the exception of the medical center, this area is predominantly residential with some commercial properties.

### Sunny Slope Neighborhood

This area is bounded by L-49, Glen Oak, Dowdell and Bolinger. This area is predominantly residential with single family and apartment housing and some commercial properties. It is surrounded by heavy commercial and industrial property.

### Legend

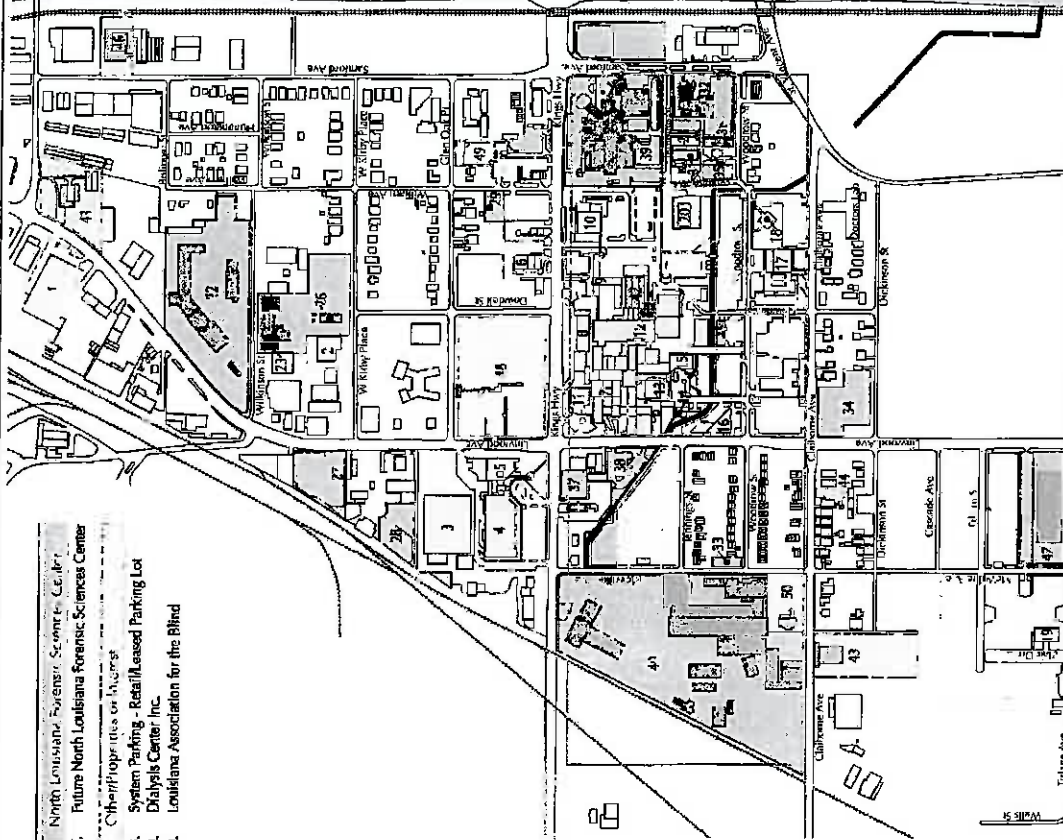
- Ingleside Neighborhood
- Sunny Slope Neighborhood

# Property Holdings Map

## Institutional Property Holdings Legend

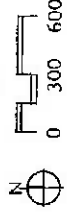
- LSU Health Shreveport
- 1. Lee Day Goods (Storage)
- 2. Patient Accounts
- 3. Warehouse
- 4. Ambulatory Care
- 5. Women's and Children's Center
- 6. Eye Clinic
- 7. Hospital
- 8. Comprehensive Care
- 9. Administration Building
- 10. Feis-Weller Cancer Center
- 11. Outpatient Department
- 12. School of Medicine
- 13. K-Wing (Hospital)
- 14. Print Shop
- 15. Radiation Therapy Center
- 16. Physical Plant Building
- 17. School of Allied Health Professions
- 18. Student Union
- 19. Mollie E. Webb Speech & Hearing Center
- 20. Clinical Research Building
- Foundation
- 21. Jennings 2
- 22. Cheyland/Pelican Team
- 23. WIC Building
- 24. Blood Center
- 25. Polson Control
- 26. 1508 W. Kirby
- 27. Yokem Showroom
- 28. Yokem Body Shop
- 29. Crawford Lot
- 30. Clinical Research Building
- 31. Jennings 1
- 32. Parkview Baptist Church
- 33. Chilcote Subdivision Property
- 34. Mansour
- 35. McLaughlin Property
- 36. Woodrow St. Rental House
- 37. Bayer Property
- 38. Intermodal Transit Facility
- Shivers
- 39. Shivers Hospital
- City of Shreveport
- 40. Shreveport Solid Waste Division
- Biomedical Research Foundation
- 41. Biomedical Research Foundation
- 42. Biomedical Research Institute
- 43. ULM College of Pharmacy Satellite
- 44. Lot on Claiborne Avenue
- 45. BBI Central Plant
- 46. 2537 Samford Avenue

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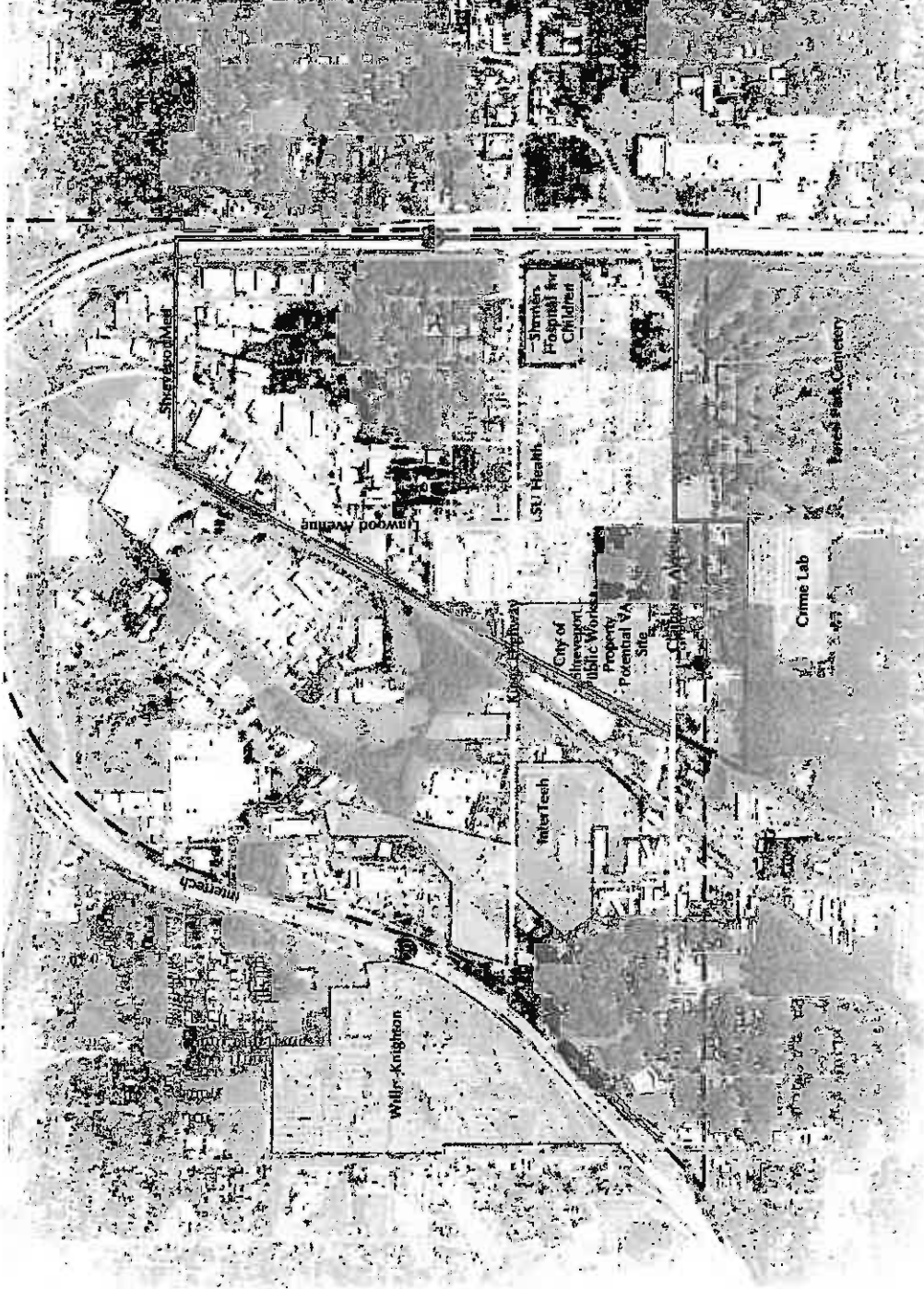


- The master facilities plan placed emphasis on locating projects on properties currently held by LSU Health Shreveport or its Foundation. Properties indicated in yellow and purple reflect the current property holdings.
- This master facilities plan will allow additional emphasis on the acquisition of key properties that, over a period of time, will allow LSU Health Shreveport to meet the initiatives set forth in their strategic planning.
- Land swapping should also be considered to allow greater opportunities for key property acquisition. Specifically the City of Shreveport property to the west of McWillie Avenue would be of interest if the VA relocation gets traction.

\* LSU Health Shreveport also owns the following properties not shown on the vicinity map: 6670 St. Vincent - The Infectious Disease Clinic, 4215 Linwood Ave. - NWLCC (North West Louisiana Coalition), and 3730 Blair - Vacant Lot (Formerly The CHI Children's Center)



## Vicinity Map

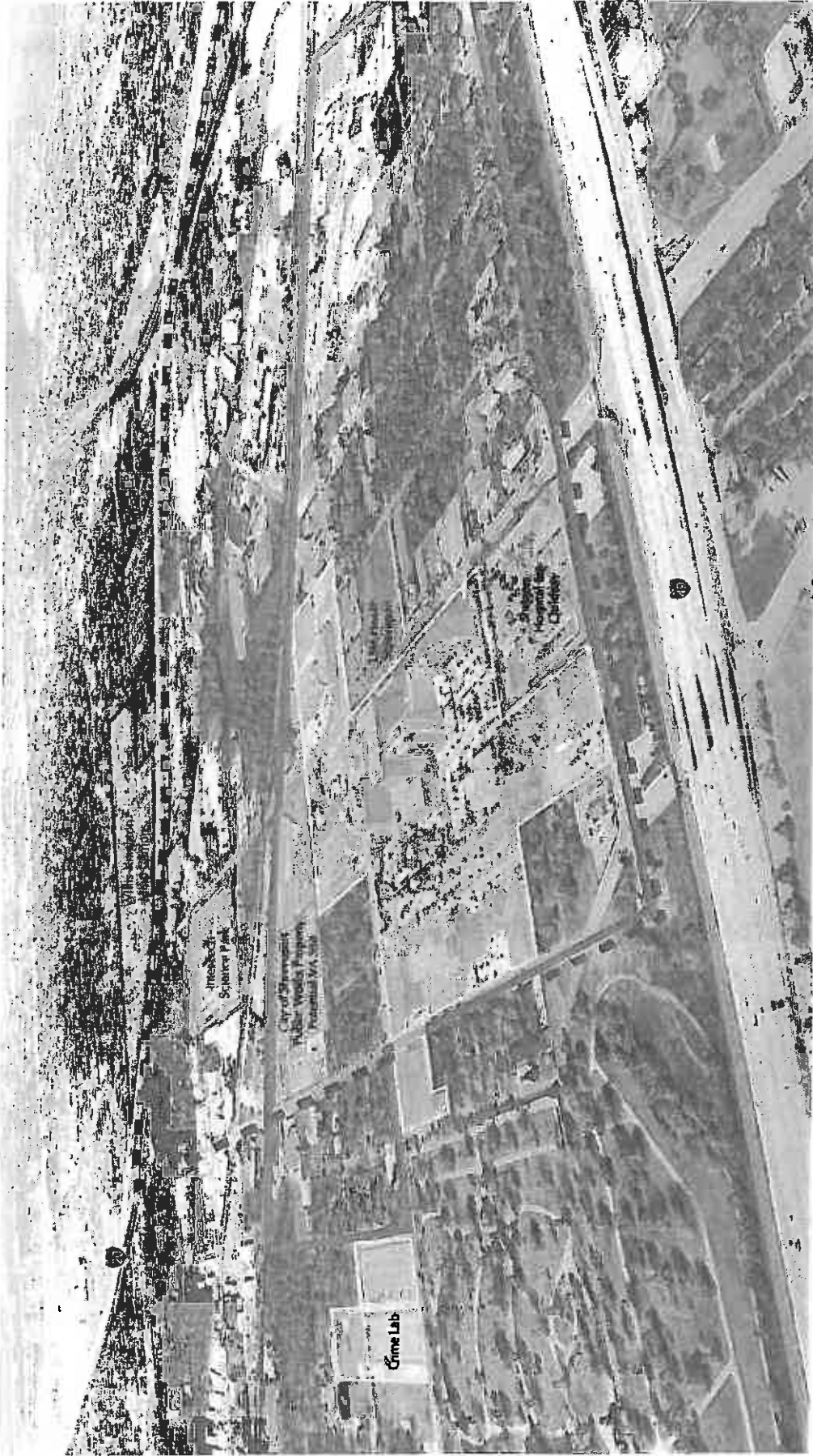


- LSU Health Shreveport has a central location with high visibility from Interstate 20 and Interstate 49 on a highly traveled portion of Kings Highway.
- Strategically located near Willis-Knighton's main campus, the InterTechScience Park, and the Shreveport Hospital for Children, LSU Health Shreveport is uniquely located to promote significant partnerships within a Shreveport Health District.
- Improving LSU Health Shreveport's campus will be the first steps toward improving the surrounding neighborhoods.

### Legend

- Proposed Area of ShreveportMed Phase One
- Original InterTech Master Plan

### Existing Aerial View from East





# Vision 2020 Master Facilities Plan

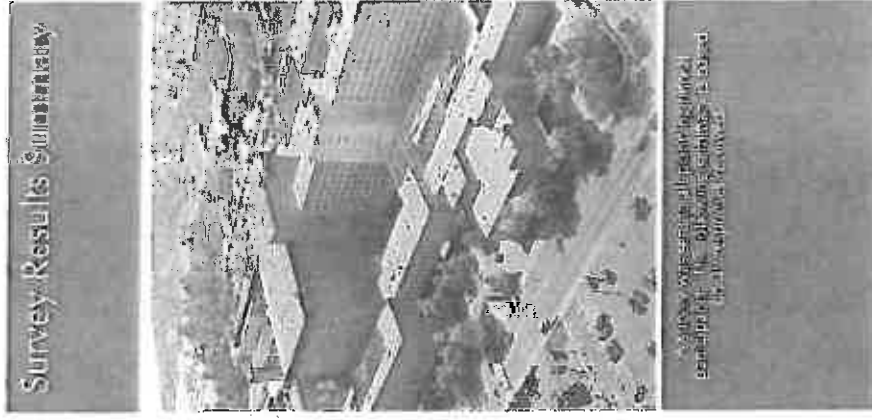
# Existing Aerial View from Northeast



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Spencer Soltau

## Vision 2020 Master Facilities Plan



## Survey Results - Summary

### Questions: Campus, Research, Academic Growth, Faculty

(Example: Growing the academic core, increased outpatient services, etc.)

#### Strengths:

1. Faculty & staff recruitment
2. Motivated and new administration
3. Open collaboration
4. Diverse subspecialties
5. Training, academic core
6. Clinical research
7. Strong basic science departments
8. Medical care
9. Outpatient services
10. Critical care units
11. New facilities: Feist-Weiller, Ambulatory Care Center, Allied Health, BRI
12. Name recognition/ history/ reputation
13. Local secondary schools
14. Location
15. Centralized physical layout with close proximity of research, office space, and clinical facilities
16. Dedicated contributors
17. Foundation's assistance with physical projects
18. Accessibility to care
19. Commitment to provide care to all, regardless of financial status

#### Areas for Growth:

1. Academic mentoring
2. Training in new technology
3. Hands-on learning
4. Marketing and promotions
5. Projects that generate revenue
6. Convenient parking, improve accessibility
7. Wireless capacity
8. Expansion of forensic medicine services
9. Patient centered primary care clinics
10. More efficiency in clinics
11. Increase research activity
12. Increase opportunities for joint ventures with local partners -- e.g. BRF
13. Increasing private patient payer mix
14. Lack proximity to the VA
15. Electronic hospital records
16. Free standing children's hospital

### Questions: Campus, Research, Academic Growth, Faculty

1. Parking
2. Pedestrian safety and security
3. Signage and wayfinding
4. Follow-up with patients
5. Long wait times, congestion
6. Lack of space, limited room for expansion
7. Vehicular traffic / pedestrian safety
8. Flooding
9. Public misperception of LSU Health, poor image, 'Charity Hospital'
10. Lack of private hospital beds to attract patients
11. Lack of morale among faculty and staff
12. Current patient scheduling & processing for appointment
13. Poor accessibility for outpatient services
14. Inefficient delivery service
15. Elevators
16. Building Infrastructure and equipment deterioration
17. Healthy dining options
18. Employee daycare
19. Campus and neighborhood attractiveness
20. Major conference space
21. The number of clinical faculty sufficient for meaningful research
22. Housing for students
23. Insufficient ICU beds
24. Poor computer infrastructure
25. Waning support from the state
26. Financial instability
27. Handicap accessibility
28. Too much clinical space used by non-clinic processes
29. Disance between subspecialties limits interaction
30. NICU needs to be updated and expanded

## Vision 2020 Master Facilities Plan

### 2020 Vision Master Facilities Plan

1. Parking convenient to subspecialties
2. I-IR with on-boarding activities
3. Radiation Oncology and the Feist-Weiller Cancer Center
4. Medical school and hospital to ambulatory care center
5. Freestanding pediatric hospital to subspecialty services
6. Outpatient surgery and imaging close to hospital
7. Education building close to medical school
8. Parking close to the hospital entrance
9. Simulation lab near core lab and library
10. Rehab hospital near physical therapy services, i.e. Allied Health
11. New research building must be adjacent to BRI and B building
12. Children's Hospital near Shriners
13. Co-locate research areas
14. Group women's and children's services near Shriners
15. Group cancer services
16. Group like services on single floors of the hospital
17. Rehab/Ortho close to patient drop-off
18. Connectivity between research buildings
19. Employee wellness center with allied health clinic
20. Ped + ped subspecialty interacts with Ped ENT/Maxillofacial surgery, ped surgery



## Survey Results - Summary

### QUESTIONS AND ANSWERS

1. Coordinated support services for families of patients needing assistance
2. Larger space for educational conferences, lecture halls, and programs
3. Modernization
4. Secure parking access
5. 24-Hour child care available to faculty and students
6. Academic tutoring center
7. Wellness / fitness center
8. Connecting Buildings
9. Safety for patients and visitors
10. Overall care of infrastructure
11. Patient/visitor overhead crossings
12. Basic science and clinical facility
13. Large emergency waiting area
14. Stronger commitment to research
15. Financial resources
16. Marketing, promotion
17. Private patient rooms, patient tower
18. Renovations of MICU, SICU, NICU, Neuro, CCU
19. Adolescent psychiatric beds
20. Bioresearch labs
21. Updated exterior for hospital
22. Signage and wayfinding
23. Retail and restaurants
24. Enlarge ambulatory building for additional clinic space and expand imaging capabilities
25. Rehab hospital
26. Nursing home
27. Faculty club
28. Adequate research space
29. Green space, beautification of grounds
30. Foundation facilities
31. More clinical – basic science research collaboration
32. Separate psychiatric facility
33. Equipment management program
34. Outpatient space
35. Clearly identify and strategically articulating a campus landmark
36. Rehab – inpatient and outpatient
37. Strong IT services for electronic health records
38. Pediatric rehabilitation – transitional care program
39. Pediatric psychiatric in-patient (adolescent to adult planning)
40. Eradicated procedures center
41. Cardiac/pulmonary rehab

## Stakeholder Surveys Prioritization

### How Many According to Stakeholder Survey

1. Parking decks
2. Kings Highway and Linwood Avenue overhead pedestrian crossing
3. (Tie) 200 to 250 bed acute care patient tower
4. (Tie) New hospital entry  
Campus childcare  
Neurosciences center
5. (Tie) Freestanding psychiatric hospital  
Bury primary overhead electrical service  
Freestanding rehabilitation hospital  
Jennings Street realignment / medical school approach  
Cancer Research Institute  
Enclosed overhead pedestrian walkway from the hospital / medical school to the Feis-Weller Cancer Center  
Pediatric Subspecialty  
Eye clinic replacement
6. (Tie) Central plant expansion  
Medical research  
On-campus foundation offices  
Warehouse relocation
7. (Tie) Medical Library expansion (not needed according to Visioning Work Session)  
Dual helipad and re-fueling station (not needed according to Visioning Work Session)

## Vision 2020 Master Facilities Plan

## Prioritization Results

- Top 5 Priority Projects (across all user groups)**

  - Parking decks
  - Kings Highway and Linwood Avenue overhead pedestrian crossing
  - 200 to 250 bed patient tower
  - Outpatient imaging and surgery center
  - New hospital entry
- Each User Groups Top Priority**

  - Executive Leadership – On-campus Foundation offices
  - Senior Leadership, School of Medicine Chairs, Department Heads and Directors, School of Allied Health Professions Program Directors, School of Allied Health Professions Administration Leadership, Hospital Administration (tie), guests, staff, and unidentified – Parking decks
  - Hospital Administration (tie) – 200 to 250 bed patient tower
  - School of Medicine Administrative Leadership – Enclose pathway from medical school to Feist-Weiller Cancer Center
- Projects Receiving At Least One Score of 10**  
20 of the 22 projects received a 10 (indicating very important / high urgency). The only two not to receive high urgency status were the dual helipad / helicopter refueling station and the central plant expansion
- Academic Related Projects**  
Neurosciences, Medical Library, Bio-Engineering, Nanoscience and Cancer Research Institute scored an average of 4.34
- When asked for other projects not listed on the prioritization survey, the most frequently indicated were:**

  - Educational / conference center
  - Fitness / wellness center
  - Cardiovascular / heart / stroke center
  - Improved signage
  - ICU renovation / additional ICU units

\*Surveys distributed to LSU Health Shreveport stakeholders and ranked on a scale of 1 (Low Importance / Low Urgency) to 10 (Very Important / High Urgency)

Project	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	Total			
<b>Executive Leadership (2)</b> Executive Leader Average	1	3	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	75		
<b>Senior Leadership (2)</b> Senior Leadership Average	5	15	10	7	8	8	4	5	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	15	
<b>School of Medicine Chairs (2)</b> School of Medicine Chairs Average	13	23	87	57	83	57	3	07	03	07	37	43	23	6	77	07	43	17	2	13	13	02	2	13	13	02
<b>Department Heads and Directors (6)</b> Department Head and Director Average	53	43	87	57	83	57	3	07	03	07	37	43	23	6	77	07	43	17	2	13	13	02	2	13	13	02
<b>School of Allied Health Professions Program Director (2)</b> School of Allied Health Professions Program Director Average	77	75	9	3	95	7	43	5	8	55	3	4	4	4	4	4	4	4	4	4	4	4	4	4	4	
<b>School of Medicine Administrative Leadership (2)</b> School of Medicine Administrative Leadership Average	0	0	5	2	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>School of Allied Health Professions and Administrative Leadership (4)</b> School of Allied Health Professions and Admin Leads Avg Average	78	55	10	53	4	7	55	6	25	5	4	0	33	45	65	6	3	3	3	3	3	3	3	3	3	
<b>LSU Health Shreveport Hospital Administration (2)</b> LSU Health Shreveport Hospital Admin Average	77	5	30	97	23	4	3	27	67	3	10	13	47	17	3407	6	87	59								
<b>Guests and staff / Unidentified Category (2)</b> Unidentified Guest Staff Unidentified Average	35	65	53	57	61	63	57	24	28	30	5	58	17	64	14	35	2	66	57	5	13	36				
<b>All User Categories Average</b>	48	16	9	87	79	59	3	32	37	7	53	14	43	57	72	33	49	55	53	52	57	35				

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## Vision 2020 Master Facilities Plan

# 03

Summaries of Previous  
Master Planning  
Initiatives





## Vision 2020 Master Facilities Plan

## Summaries of Previous Master Planning Initiatives

### Previous LSU Master Facilities Plans

Over the years, there have been other MFP efforts that looked at the LSU Health Shreveport campus. Referred to as Campus Planning Studies, they have been completed by

- Medical Construction Administration, LLC (2003)
- Slack Alost (1995)

They have been helpful and yielded notable projects – namely the Ambulatory Care Center and Feist-Weiller Cancer Center. The Vision 2020 plan concurs with many of the assessments and impressions – and are reflected in this document.



### Great Expectations: Caddo Parish / City of Shreveport

In 2011, Goody Clancy undertook a comprehensive master planning exercise for the City of Shreveport and Caddo Parish, entitled Great Expectations. One of the major recommendations was the focused efforts in establishing and improving Kings Highway as a health district thoroughfare. This was seen as a major opportunity to strengthen the institutions and the neighboring community and to spark some much needed economic development.



### InterTech Science Park Master Plan

In addition, in 2002, Morgan Hill Sutton and Mitchell Architects prepared an InterTech Science Park Master Plan for the Biomedical Research Foundation. This document was also useful in the development of this Vision 2020 document. The area this plan referred to as University Center had similar boundaries to the Vision 2020 plan – which we refer to as ShreveportMed. In particular, the InterTech plan was especially helpful related to neighboring communities, drainage issues, and development possibilities. The InterTech Science Park Plan was recognized by the Louisiana American Planning Association with the organization's 2002 Best Plan Award.



### Cloud Gehshan

In 2009-2010, the firm of Cloud Gehshan undertook a study of the LSU Health Shreveport campus' signage needs. They assessed our Locational and Directional Signage needs and submitted an implementation plan. This information is being used by the City's Kings Highway corridor engineering consultant as well (Hunt-Cuillout).



These Documents can be found online at [www.lsuhscreveport.edu/vision2020](http://www.lsuhscreveport.edu/vision2020)

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## Vision 2020 Master Facilities Plan

# 04



## Summary of Existing Conditions

The Kings Highway corridor and campus community has a feel of being dated, with minimal recent capital investments and in some ways neglected from a public works perspective. There is minimal greenspace (trees and plantings e.g. shrubbery), no streetscape, inadequate night time lighting, and other features suggesting urban blight. At first glance, it is not what one would consider a healthy, thriving campus. This is a concern because first impressions are often lasting impressions. It is not a visitor friendly neighborhood, with parking a challenge and visual cues suggesting that it is an unsafe area. However, as soon as one passes through the doors, impressive patient care, educational and research activities abound.

Despite these challenges, unlike other institutions which are landlocked and may have many small parcels constraining growth, LSU has a number of development opportunities for revitalizing patient care, educational, research and support facilities.

Most of the LSU Health Shreveport academic and patient care facilities have been in operation for more than thirty years and are fully depreciated. The Biomedical Research Institute (BRI) is approaching its twentieth anniversary. The BRI, most of which is leased to LSU Health Shreveport by the Biomedical Research Foundation, opened in 1994. Other significant construction projects since 2000 include the following:

### New Facilities

- School of Allied Health Professions
- Ambulatory Care Center
- Feist-Weiller Cancer Center
- Women's and Children's Center

It's notable that some of these projects took over fifteen years from drawing board to ribbon cutting. With many competing priorities in state government, it can take many years for an approved design to be funded and ultimately constructed.

To make the most of existing facilities, interior renovations are conducted on a routine basis by employed and contracted staff. Larger projects – most often expansions – occur less frequently – and are listed below.

### Major Renovations / Additions

- Old Chevylard (houses the Pelican State Electronic Health Record team)
- Emergency Care Center
- Radiation Therapy / Gamma Knife Center
- Children's Hospital
- Labor and Delivery Unit



Proposed Kings Highway



Existing Aerial View of Kings Highway Approaching Linwood

Vision 2020 Master Facilities Plan

Existing Campus Replacement Value

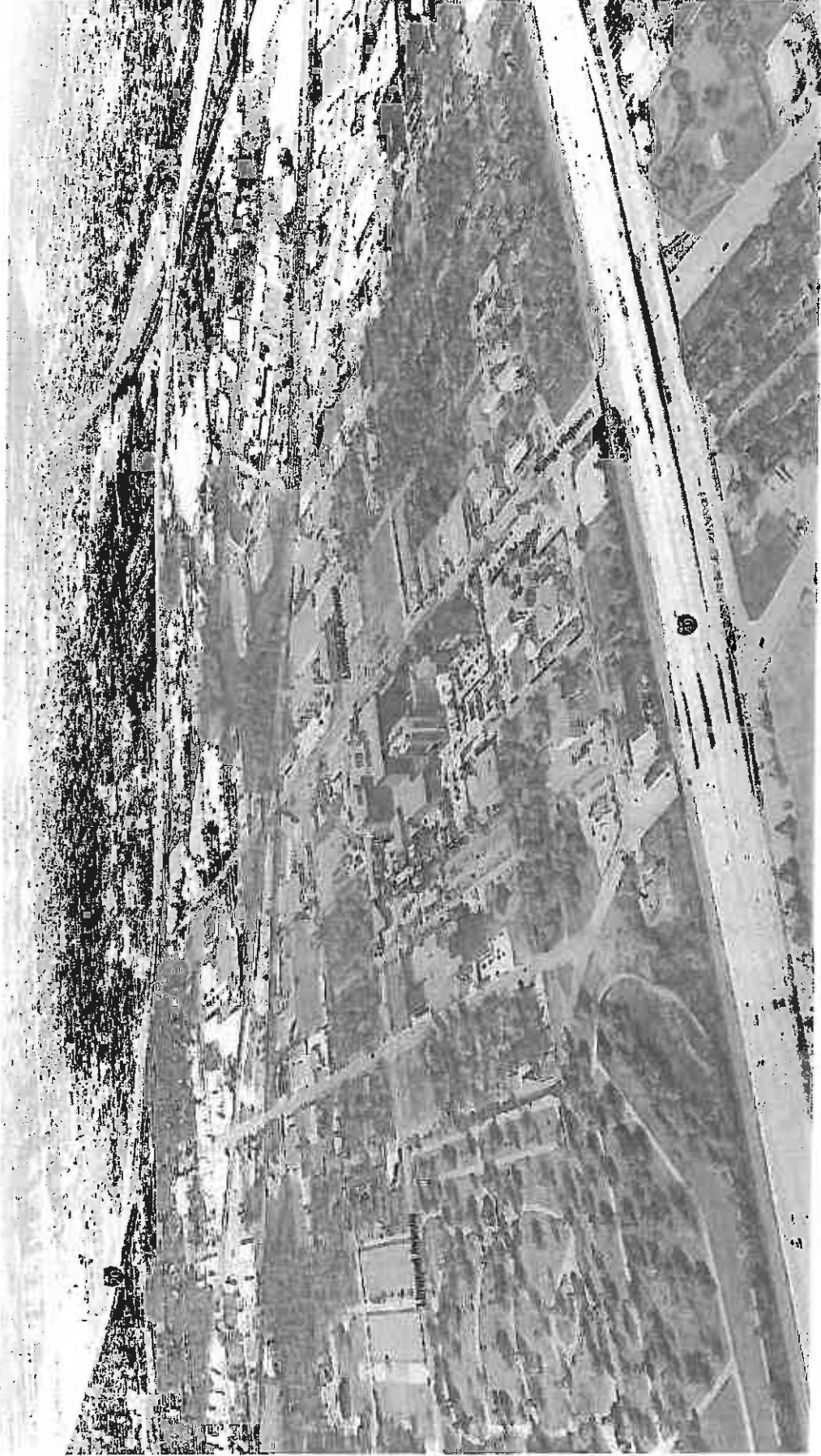
Name of Facility	Year Built	Square Footage	Principal Use	Building Type	Secondary Use	Replacement / New Construction Cost / Square Foot (\$/SF)	Replacement Cost
Administration Building	S 1953	68,500	Admin			\$160	\$10,960,000
School of Allied Health Professions	S 2007	71,400	Educational		Patient Care	\$190	\$13,566,000
Ambulatory Care Center	S 2004	164,250	Ambulatory			\$160	\$26,280,000
Biomedical Research Institute	B 1994	160,250	Research			\$370	\$59,292,500
Clinical Research Building	F 1967	19,250	Admin Patient Care			\$160	\$3,080,000
Comprehensive Care Center	S 1975	49,000	Ambulatory Patient Care			\$160	\$7,840,000
Eye Center	S 2004	10,500	Ambulatory Patient Care			\$160	\$1,680,000
Feist-Weiller Cancer Center	S 1953	57,750	Acute Care Patient Care			\$300	\$17,325,000
Hospital	S 1982	416,985	Acute Care Patient Care			\$275	\$114,670,875
K-Wing (Hospital)	S 2002	241,530	Acute Care			\$275	\$66,420,750
Mollie E. Webb Speech & Hearing Center	S 2002	9,000	Patient Care			\$160	\$1,440,000
Outpatient Department (Hospital)	S 1973	52,450	Acute Care			\$275	\$14,368,750
Parkview Baptist Church	F 1948/1969	28,200	Admin			\$170	\$4,794,000
Physical Plant Building	S 1993	21,275	Admin			\$150	\$3,191,250
Print Shop	S 1953	-3,175	Support Service Patient Care			\$125	\$389,375
Radiation Therapy Center	S 2002	16,235	Acute Care			\$300	\$4,870,500
School of Medicine	S 1975	480,250	Educational		Research	\$250	\$120,062,500
Student Union	S 1989	2,000	Support Service			\$125	\$250,000
Warehouse	S 1961	77,771	Storage Patient Care			\$100	\$7,777,100
Women's and Children's Center	S 2000	47,850	Storage Patient Care			\$160	\$7,656,000
Old Cheyland	S 1962	57,101	Ambulatory			\$125	\$7,137,625
Lee Dry Goods Warehouse	S 1962	60,000	Storage			\$100	\$6,000,000
<b>Total</b>		<b>2,114,462</b>					<b>\$499,052,225</b>

B Leased by LSUHSCS / Owned by Biomedical Research Foundation  
 F Leased by LSUHSCS / Owned by LSUHSCS Foundation  
 S Owned by State / LSUHSCS

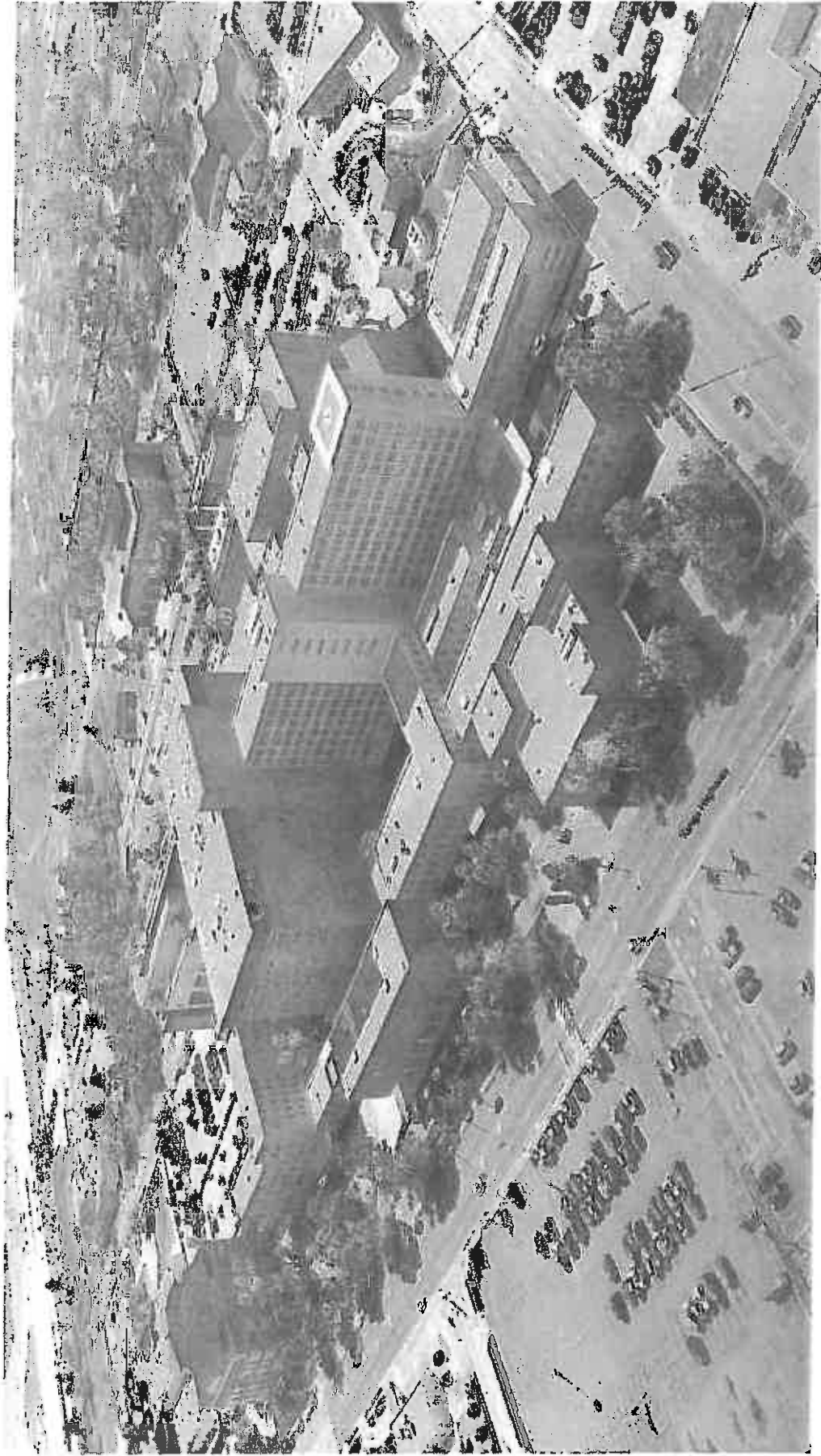
Associated support functions are included in the square footage

**Aerial View from East**

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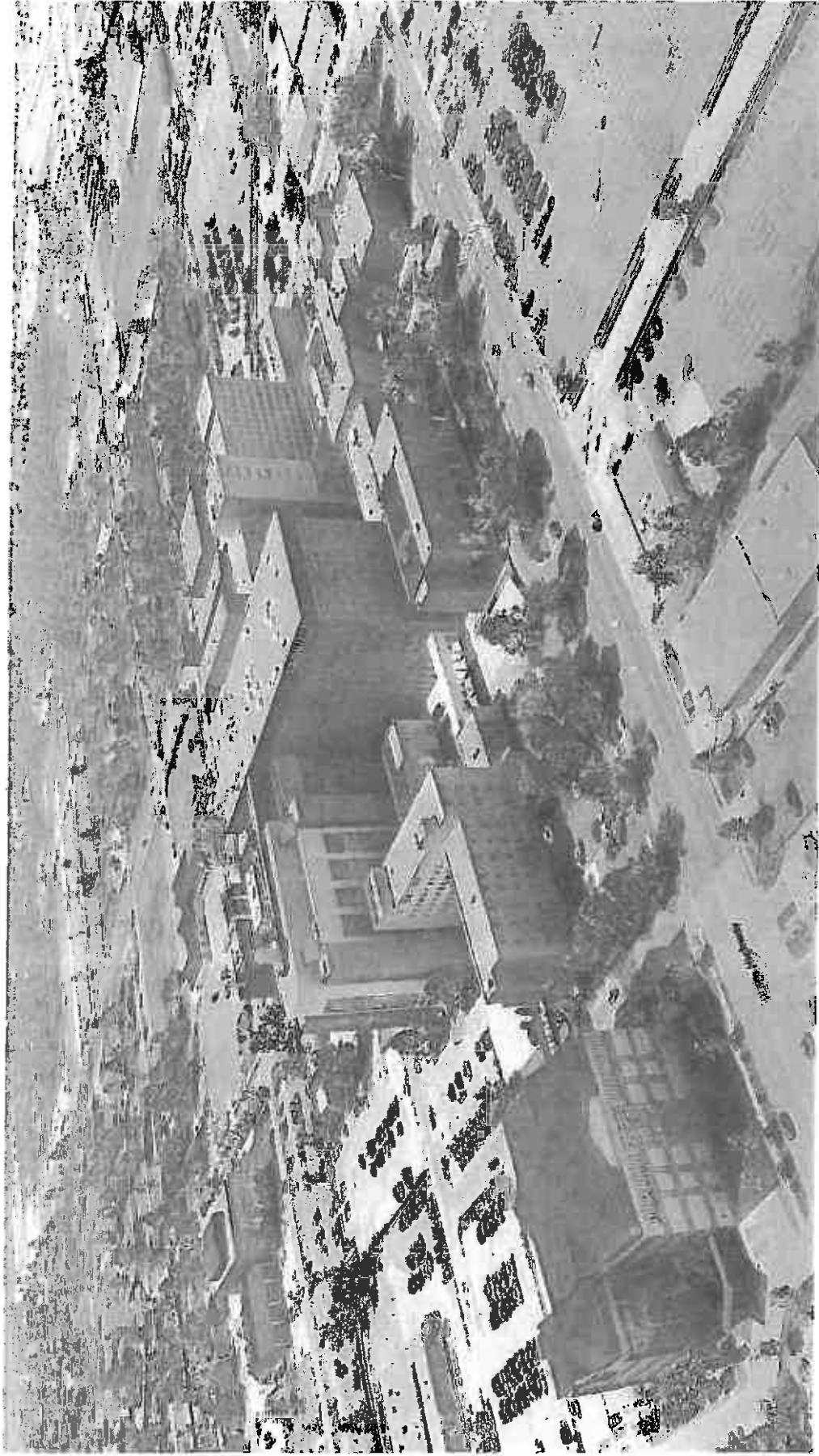






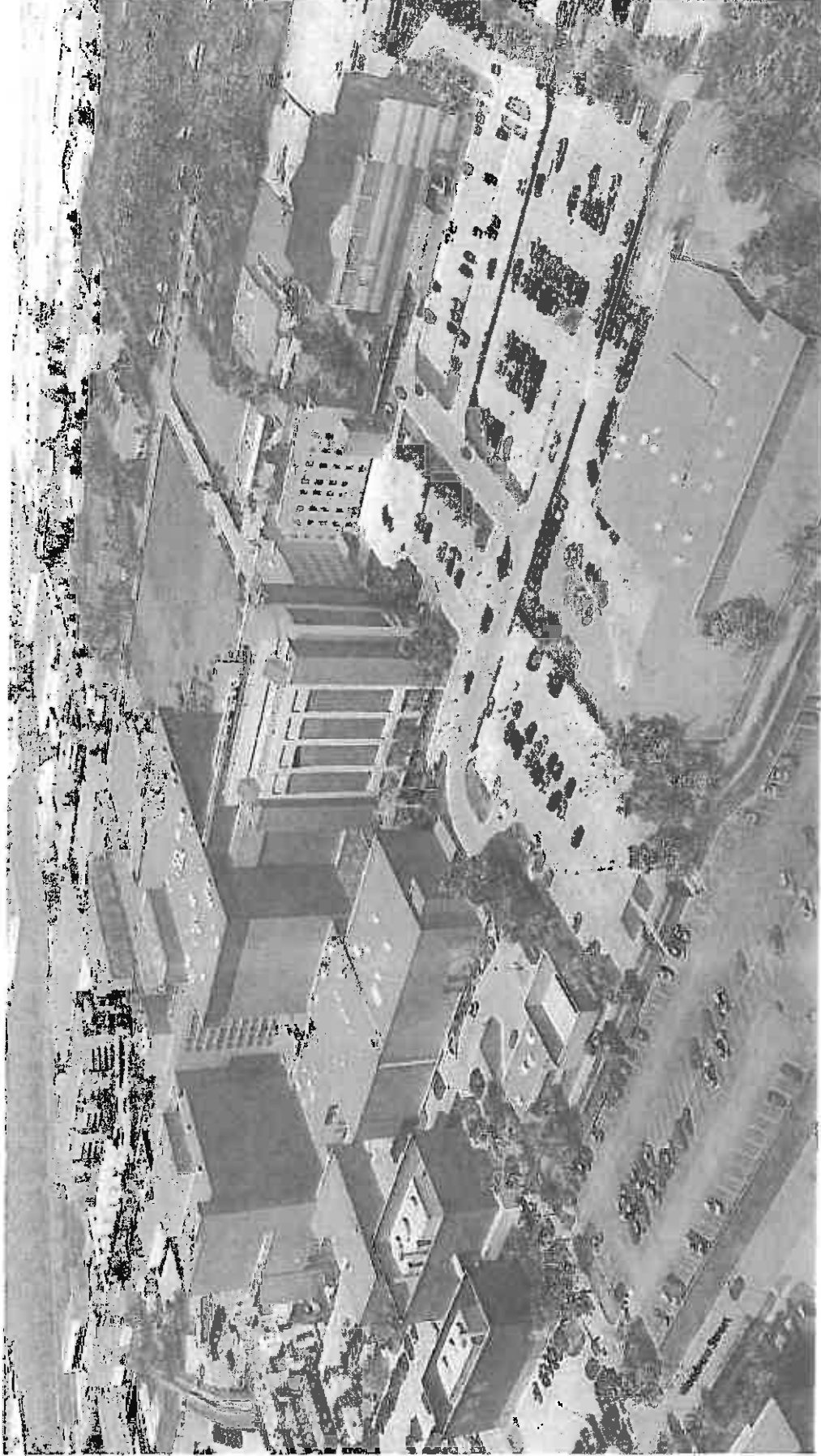
**Aerial View from Northeast**

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Spencer Schulz



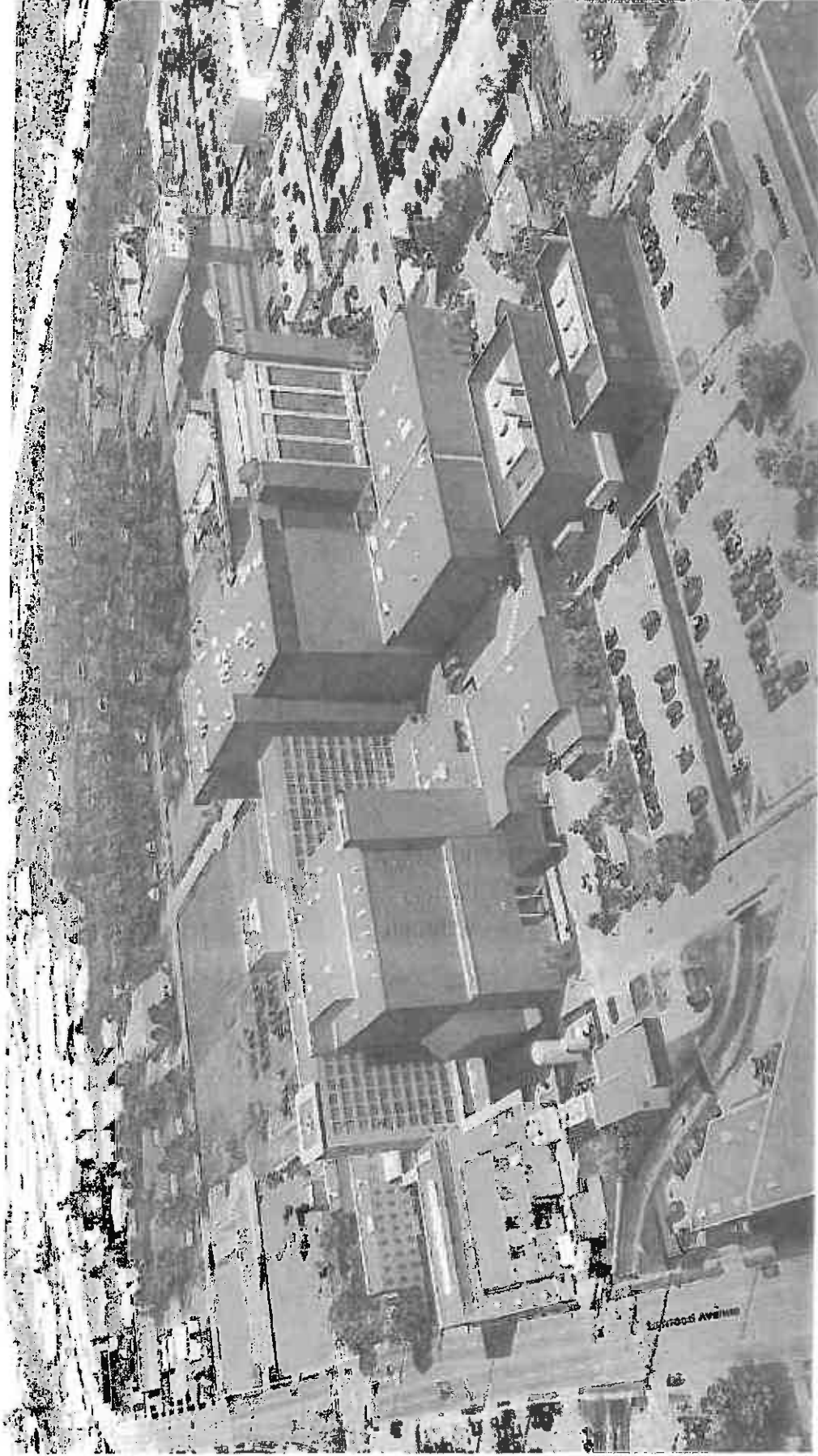
12 April 2013

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Sherrill S. Schulz

## Aerial View from Southwest



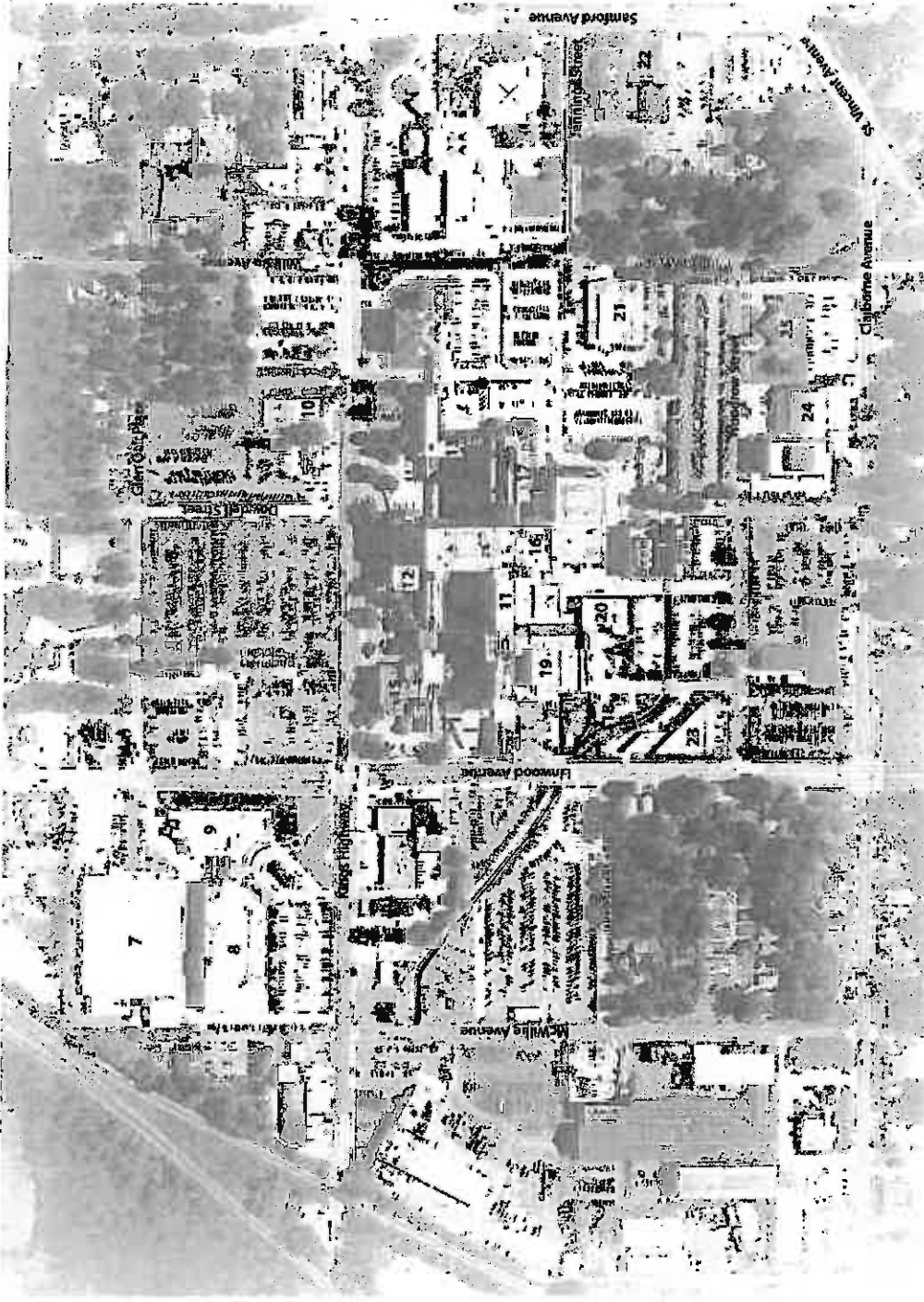
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LSU Health Shreveport

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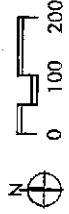


# Site Plan



## Building Information Legend

- 7 Warehouse  
Built: 1961; Two Stories (Primarily One); 77,771 SF
- 8 Ambulatory Care Center  
Built: 2009; Three Stories; 164,250 SF
- 9 Women's and Children's Center  
Built: 2009; Two Stories; 47,850 SF
- 10 Eye Center  
Built: 1967; One Story; 10,500 SF
- 11 Hospital  
Built: 1933; Eleven Stories; 416,985 SF
- 12 Comprehensive Care  
Built: 1975; Five Stories; 49,000 SF
- 13 Administration Building  
Built: 1953; Seven Stories; 69,500 SF
- 14 Felix-Weiller Cancer Center  
Built: 2004; Four Stories; 57,750 SF
- 15 Outpatient Department (Hospital)  
Built: 1973; Four Stories; 52,250 SF
- 16 School of Medicine  
Built: 1975; Ten Stories; 480,250 SF
- 17 Biomedical Research Institute  
Built: 1994; Ten Stories; 160,250 SF
- 18 Print Shop  
Built: 1933; Two Stories; 3,715 SF
- 19 I&Wing (Hospital)  
Built: 1982; Twelve Stories; 241,530 SF
- 20 Radiation Therapy Center  
Built: 2002; Two Stories; 16,235 SF
- 21 Clinical Research Building  
Built: 1967; One Story; 19,250 SF
- 22 Parkview Baptist Church  
Built: 1948/1969; Two Stories; 28,200 SF
- 23 Physical Plant Building  
Built: 1993; Two Stories; 21,275 SF
- 24 Allied Health  
Built: 2007 Four Stories; 71,400
- 25 Student Union  
Built: 1969; One Story; 2,000 SF
- 26 Mollie E. Webb Speech & Hearing Center  
Built: 2002; One Story; 9,000 SF



# 05

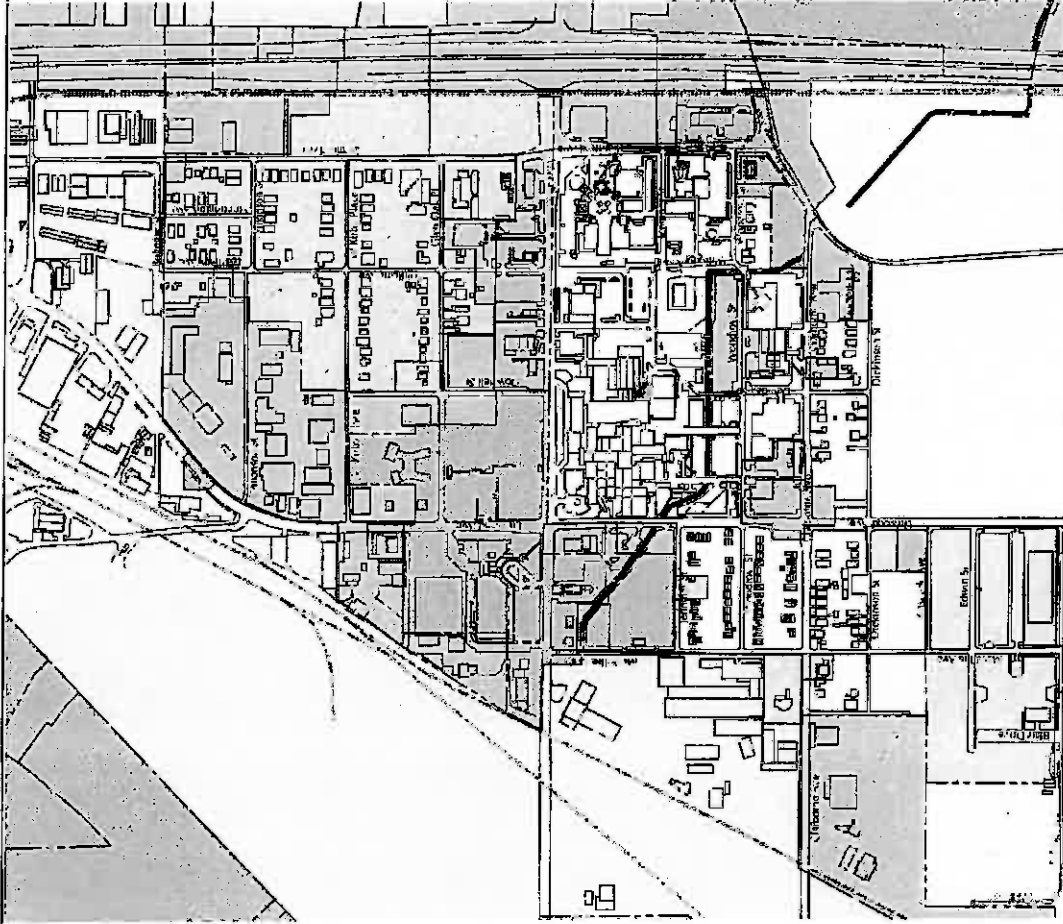


confidential  
Spencer Schütz

## Zoning Plan

### Zoning Legend

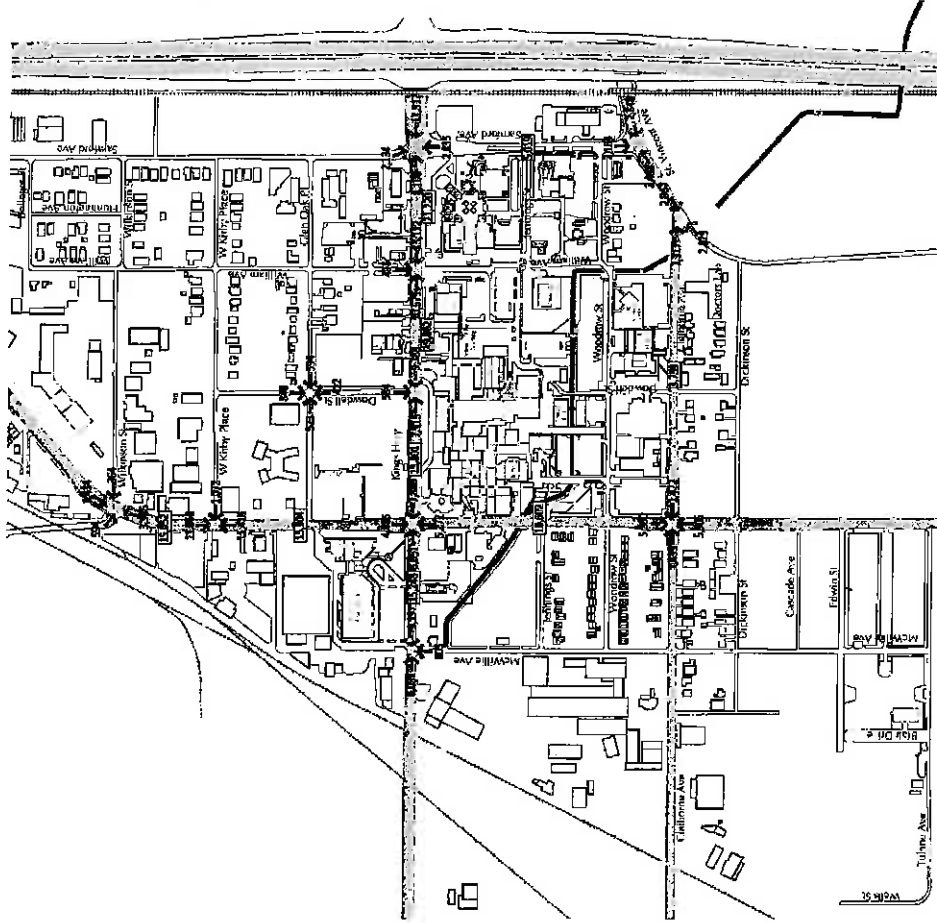
- P-2**  
Suburban, Multifamily Residence District  
-Setbacks: 30' Front Yard, 5' Side Yards, 15' Rear Yard  
-Maximum Height: 35'
- R-3, R-1, R-1-E**  
Urban, Multifamily Residence District  
-Setbacks: 30' Front Yard, 5' Two-Story Side Yards  
(20' When Abutting Street), 15' Rear Yard  
-Maximum Height: 45'
- B-1/B-1-E**  
Buffer Business District  
-Setbacks: 30' Front Yard, 5' Side Yards, 15' Rear Yard  
-Maximum Height: 35'
- B-2/B-2-E**  
Neighborhood Business District  
-Setbacks: 30' Front Yard, No Side Yard Requirement,  
15' Rear Yard  
-Maximum Height: 35'
- C-1, C-1-E**  
Community Business District  
-Setbacks: 30' Front Yard, No Side Yard Requirement,  
15' Rear Yard  
-Maximum Height: 35'
- I-1**  
Light Industry District  
-Setbacks: 15' Front Yard, No Other Requirements  
-Maximum Height: 45'
- I-2**  
Heavy Industry District  
-Setbacks: 15' Front Yard, No Other Requirements  
-Maximum Height: 45'



- Much of LSU Health Shreveport's campus is zoned R-2 Residential and might require re-zoning for future projects.
- The northern edge of campus is primarily zoned I-1 Industrial and would require re-zoning for future projects such as the Outpatient Surgery Center, Eye Clinic, and Pediatric Subspecialty building.



Average Daily Vehicular Traffic



Legend

- Indicates average daily traffic approaching an intersection
- Indicates average daily traffic in both directions on designated segment of road
- Principal Arterial
- Minor Arterial
- Urban Collector

- Data taken from City of Shreveport traffic flow volume counts by location 2010.
- This graphic confirms that Kings Highway and Linwood Avenue are very high traffic volume streets while Claiborne Avenue to the south and Samford to the east feature lower counts.
- The heavy volumes of traffic found on Kings Highway and Linwood Avenue are of concern, especially as the quantity of outpatient visits increases traffic. LSU Health Shreveport hopes to reduce the amount of pedestrian/vehicular accidents by pursuing the completion of the overhead pedestrian walkway.
- The streetscape project currently in the planning process hopes to help with pedestrian crossings through traffic calming devices such as flashing yellow, change in texture, handicapped medians that restrict vehicular left turns, and changes in paving texture.
- See the ground view rendering in Section 06 for one potential design for the Kings Highway streetscape.

# Parking Analysis

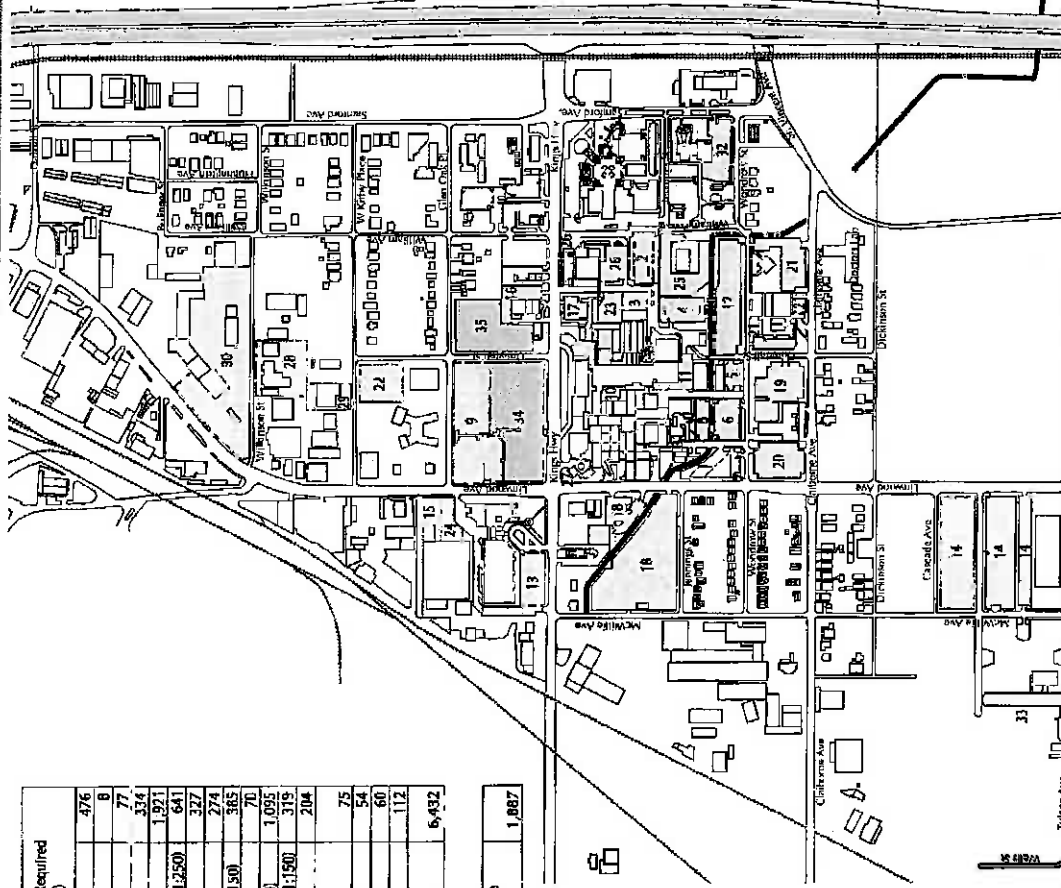
Existing Parking Provided	Shreveport Ordinance Required Parking (Existing)
1 Lot A	476
2 Lot B	8
3 Lot C	26
4 Lot D	86
5 Lot E	77
6 Lot F	26
7 Lot G	334
8 Lot H	1,971
9 Lot I	641
10 Lot K	350
11 Lot L	327
12 Lot M	274
13 Lot N	70
14 Lot O	365
15 Lot P	70
16 Lot Q	1,095
17 Lot R	319
18 Lot S	204
19 Lot T	75
20 Lot U	54
21 Lot V	60
22 Lot W	112
23 Lot X	6,432
24 Lot Y	
25 Clinical Research	
26 Peirce Weiller Cancer Center	
27 Emergency	
28 W.L.C. Building	
29 Patient Account Center	
30 Chevroland	
31 Print Shop	
32 Pharmacy Island	
33 Mobile X-ray Imaging	
34 Contract Pay Lot 1	
35 Contract Pay Lot 2	
<b>Total Existing Parking</b>	<b>4,445</b>




Shreveport Ordinance Required Parking (Existing)	Current Deficit to Ordinance Requirement
Allied Health (1:1:50)	1,887
Student Union (1:2:50)	
Clinical Research (1:2:50)	
Hospital (1:1.5:1648)	
Medical School (1:2:50)	
Biomedical Research Institute (1:2:50)	
Comprehensive Care (1:1:50)	
Administration (1:2:50)	
Feist Weiller Cancer Center (1:1:50)	
Eye Clinic (1:1:50)	
Amputation Care Center (1:1:50)	
Women's & Children's Clinic (1:1:50)	
Chevyland (1:2:50)	
W.L.C. Blood Center	
Patison Control (1:2:50)	
Patient Account Center (1:2:50)	
Mobile X-ray Imaging (1:1:50)	
Partview Baptist (1:2:50)	
<b>Total Required Parking</b>	<b>1,887</b>

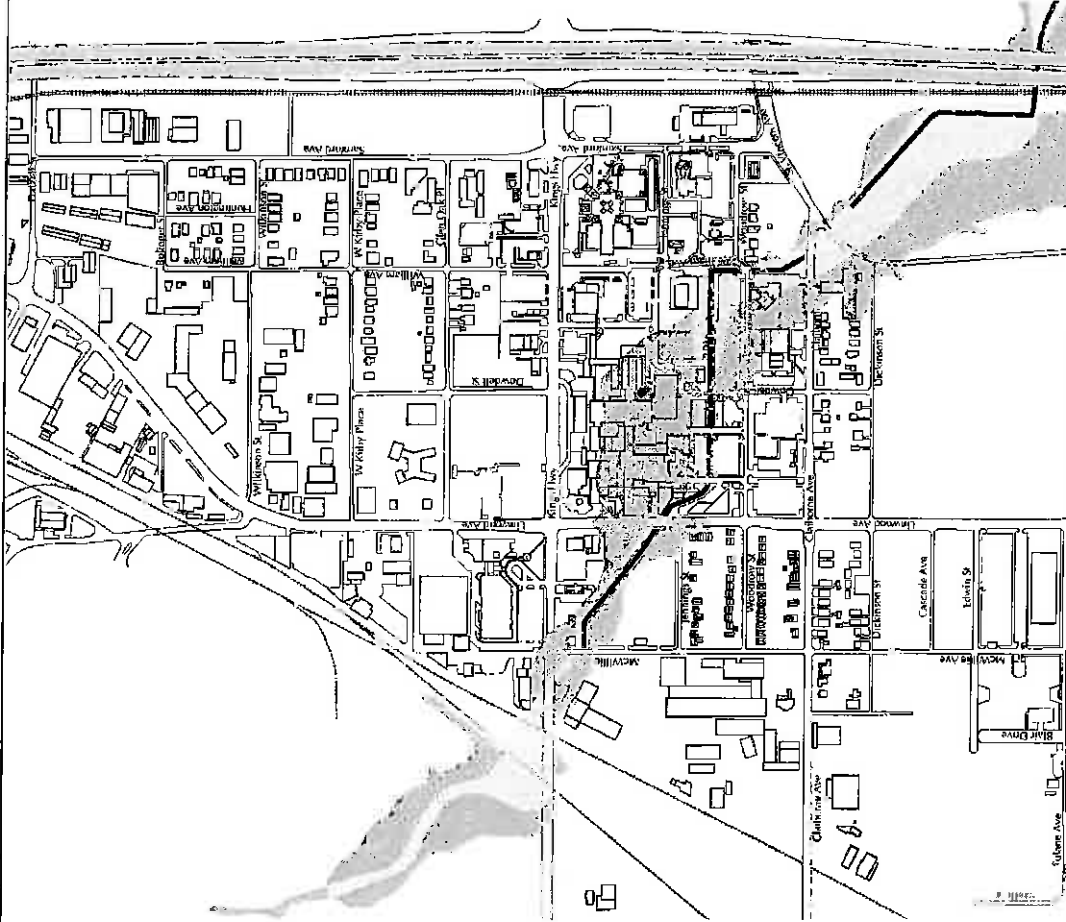
## Legend

- LSU Health Shreveport Parking
- Contract/Pay Parking

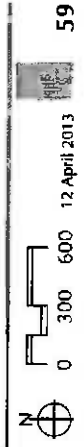
- The existing parking analysis demonstrates the lack of parking, and the lack of convenient parking on campus close to major entry points. This confirms survey results that indicate parking as the number one priority for future projects on campus.
- This parking analysis compares the actual parking available to the parking that would be required if all buildings met the Shreveport Ordinance for off street parking and indicates a deficit of almost 1,900 parking spaces.
- Traditionally parking lots have been taken for building expansion projects for the campus, effectively reducing the provided parking while increasing the demand.
- Currently LSU Health Shreveport uses the M Lots on Linwood Avenue near Tulane Avenue for staff parking and utilizes a shuttle service to transport employees to an entrance just to the west of the medical school.



- Legend**
-  Oakley Drainage Canal
  -  Flood Way Areas in Zone AE
  -  Special Flood Hazard Areas (Inundated by 100 Year Flood (N.G.V.D.))

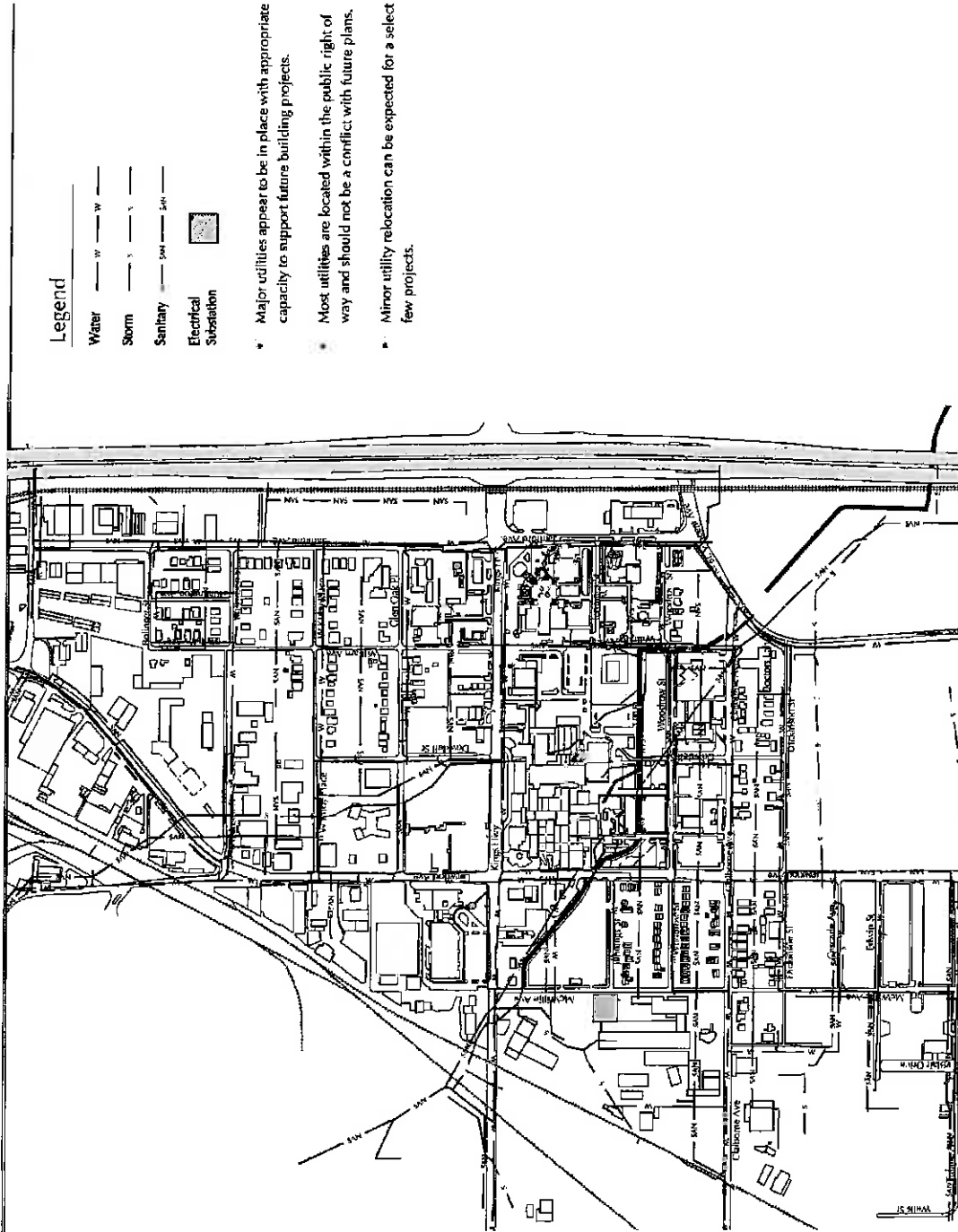


- The Oakley Drainage Canal passes through the middle of the LSU Health Shreveport campus. It is a significant influence on the development that can occur.
- The buildings proposed near the Drainage Canal are all elevated to place occupiable space above the special Flood Hazard Area.
- One stormwater management tool could be the implementation of a bio-swale concept. In lieu of a concrete canal, a bio-swale with appropriate plantings would allow for a greater degree of absorption.
- Bio-swale techniques are also being considered as a part of the Kings Highway streetscape project.
- Further investigation of underground detention techniques should be explored. For example, if the VA hospital were to relocate to the west of McWille Avenue, areas under the surface parking could be considered to hold and slowly release stormwater during heavy precipitation periods in an effort to reduce the quantity and speed of the stormwater traveling downstream toward LSU Health Shreveport.



candidate - 1  
Spencer Schulz

# Major Utilities Plan




## Legend

- Water ——— W ——— W
- Storm ——— S ——— S
- Sanitary ——— SAN ——— SAN
- Electrical Substation [Symbol]

- Major utilities appear to be in place with appropriate capacity to support future building projects.
- Most utilities are located within the public right of way and should not be a conflict with future plans.
- Minor utility relocation can be expected for a select few projects.

# 06



**Vision 2020 Plan**  
• Southern  
• Central Views

**Concept Objectives**

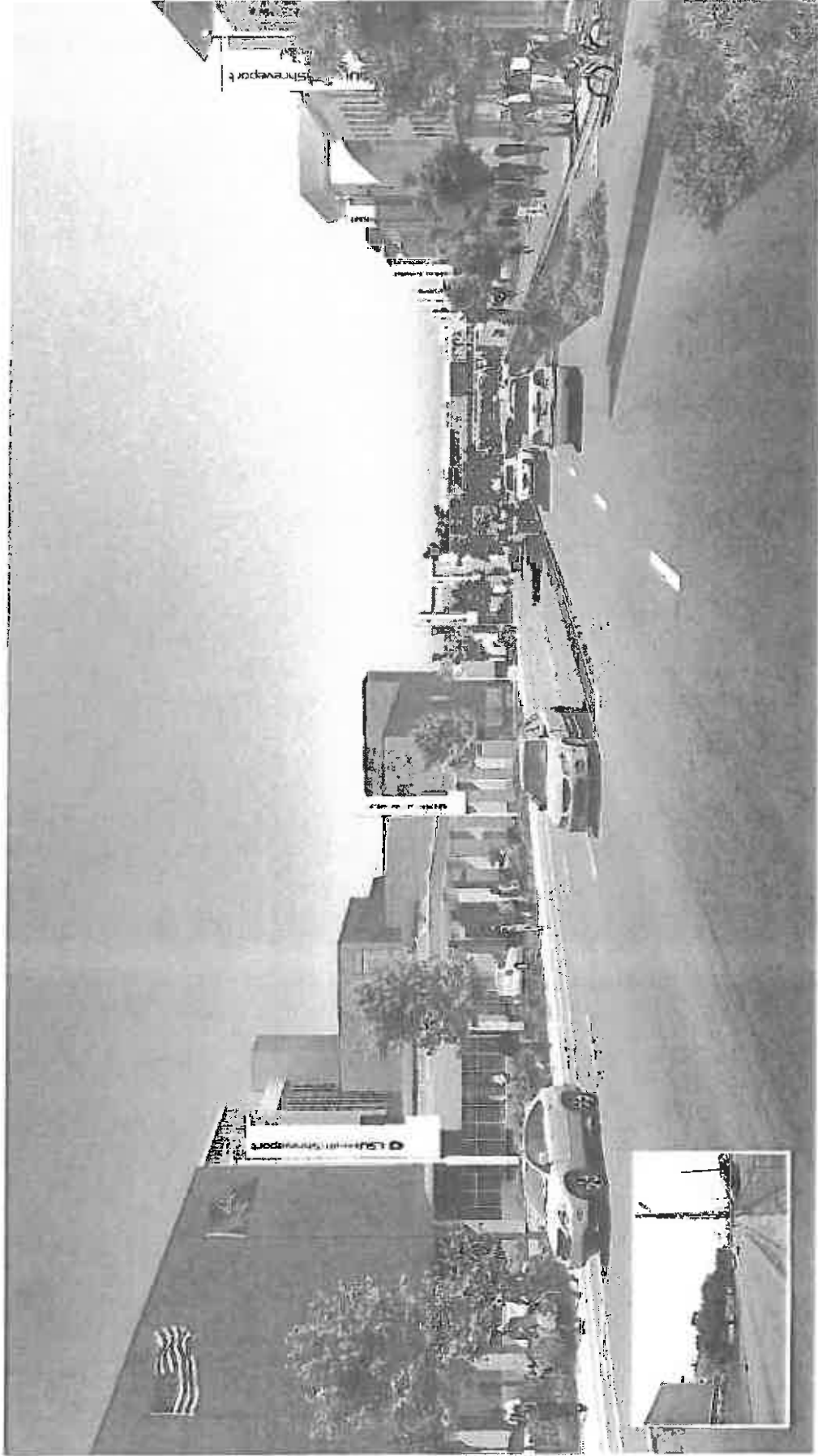
- Enhance the quality of the patient experience
- Optimize the use of space and resources
- Increase the efficiency of the facility
- Create a more sustainable and resilient facility
- Enhance the overall appearance and branding of the facility

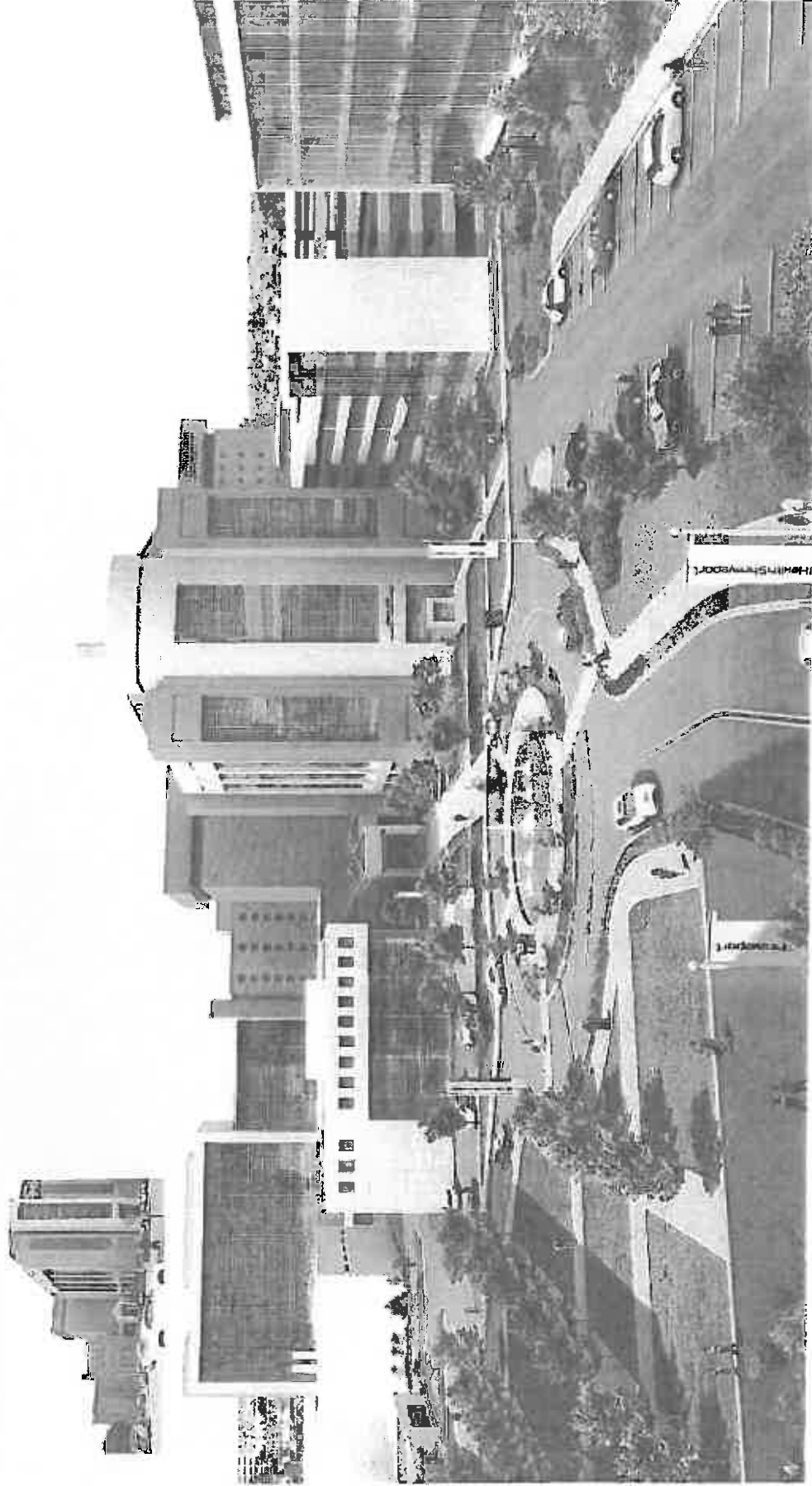
**Concurrent Objectives**

- Increase the overall quality of the patient experience
- Optimize the use of space and resources
- Increase the efficiency of the facility
- Create a more sustainable and resilient facility
- Enhance the overall appearance and branding of the facility

confidential  
Sponsor: Schultz

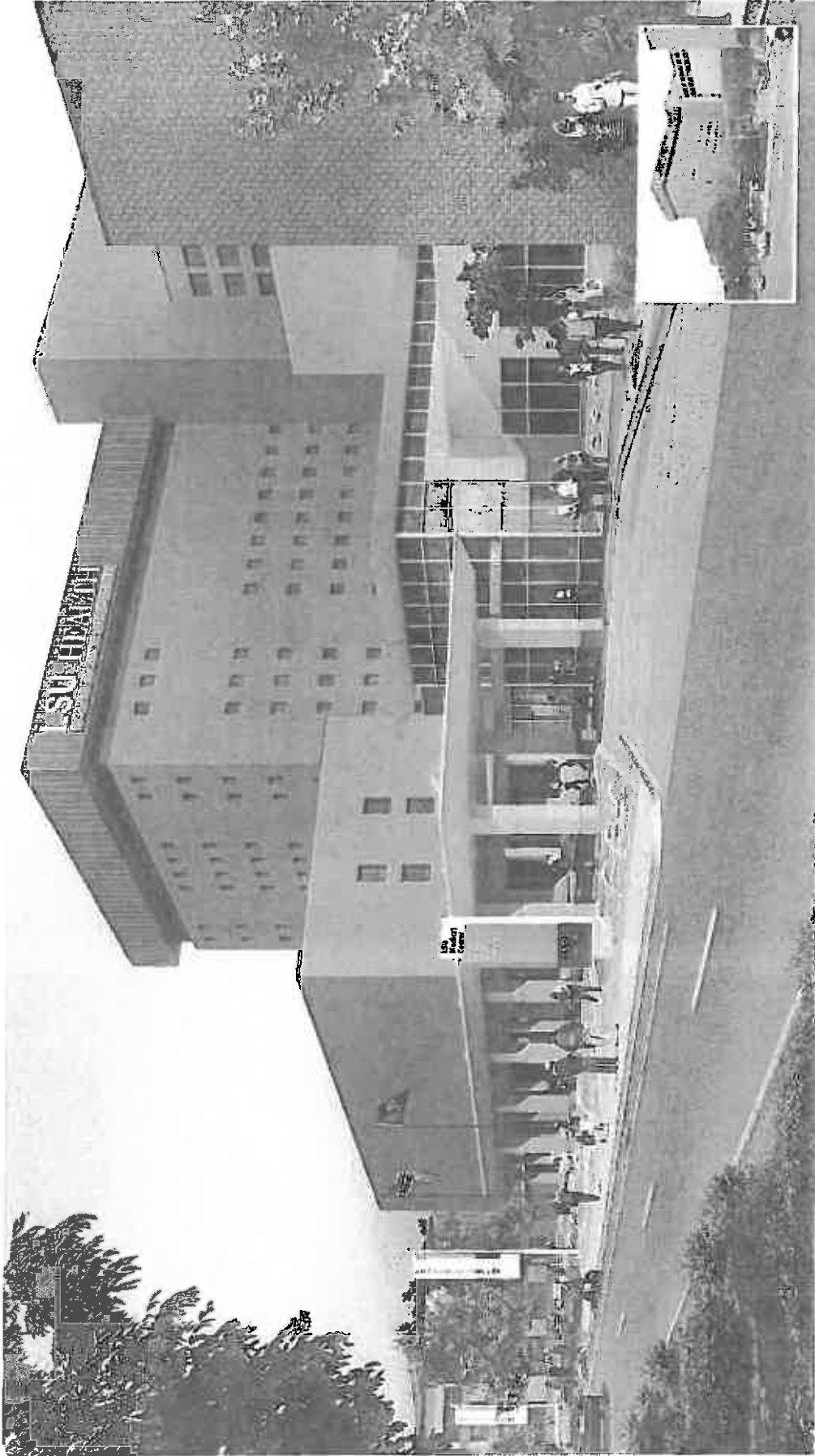
## Before and After - Kings Highway





# Before and After - Hospital Entry

confidential  
Specs. - Schulz

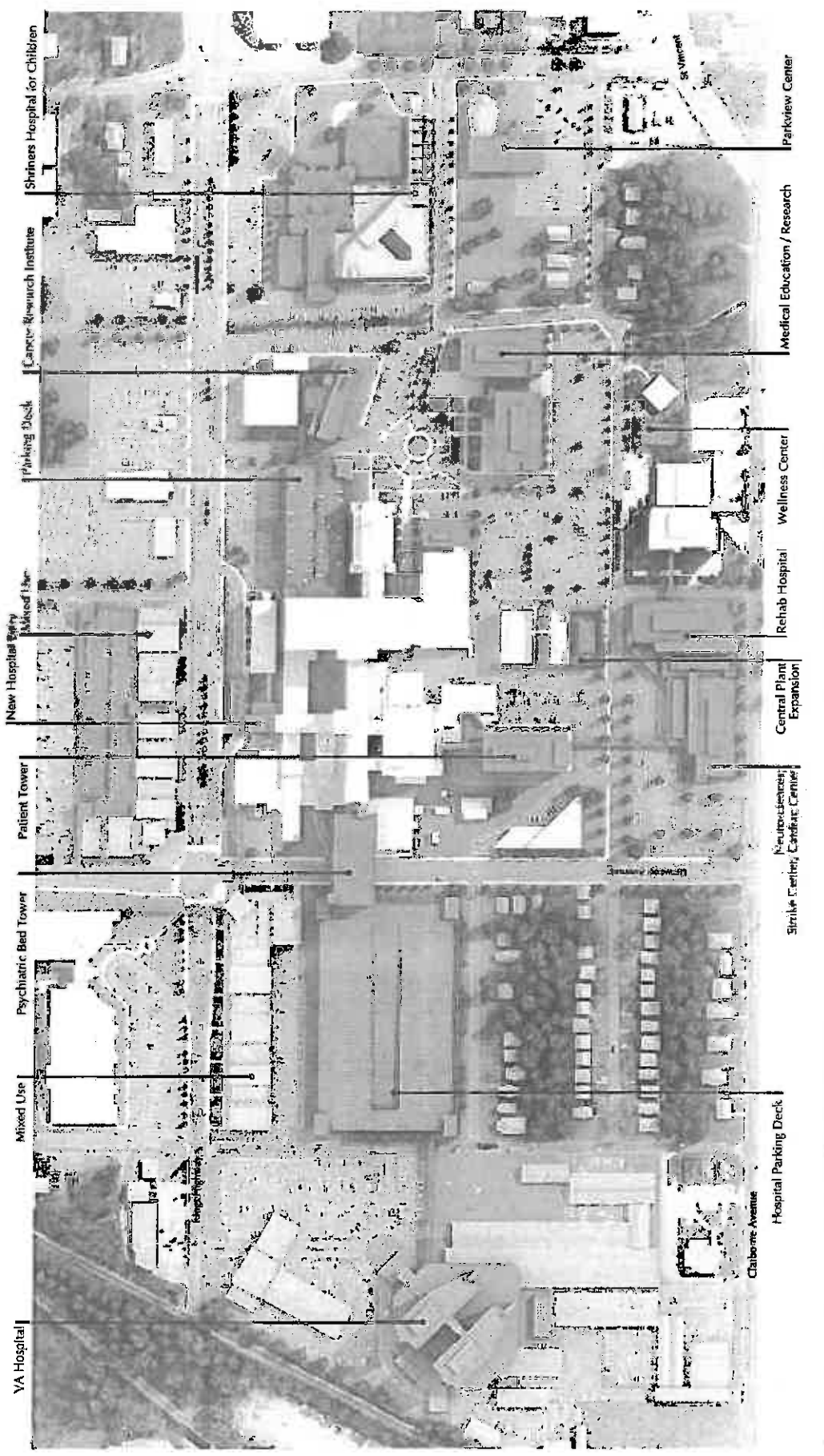




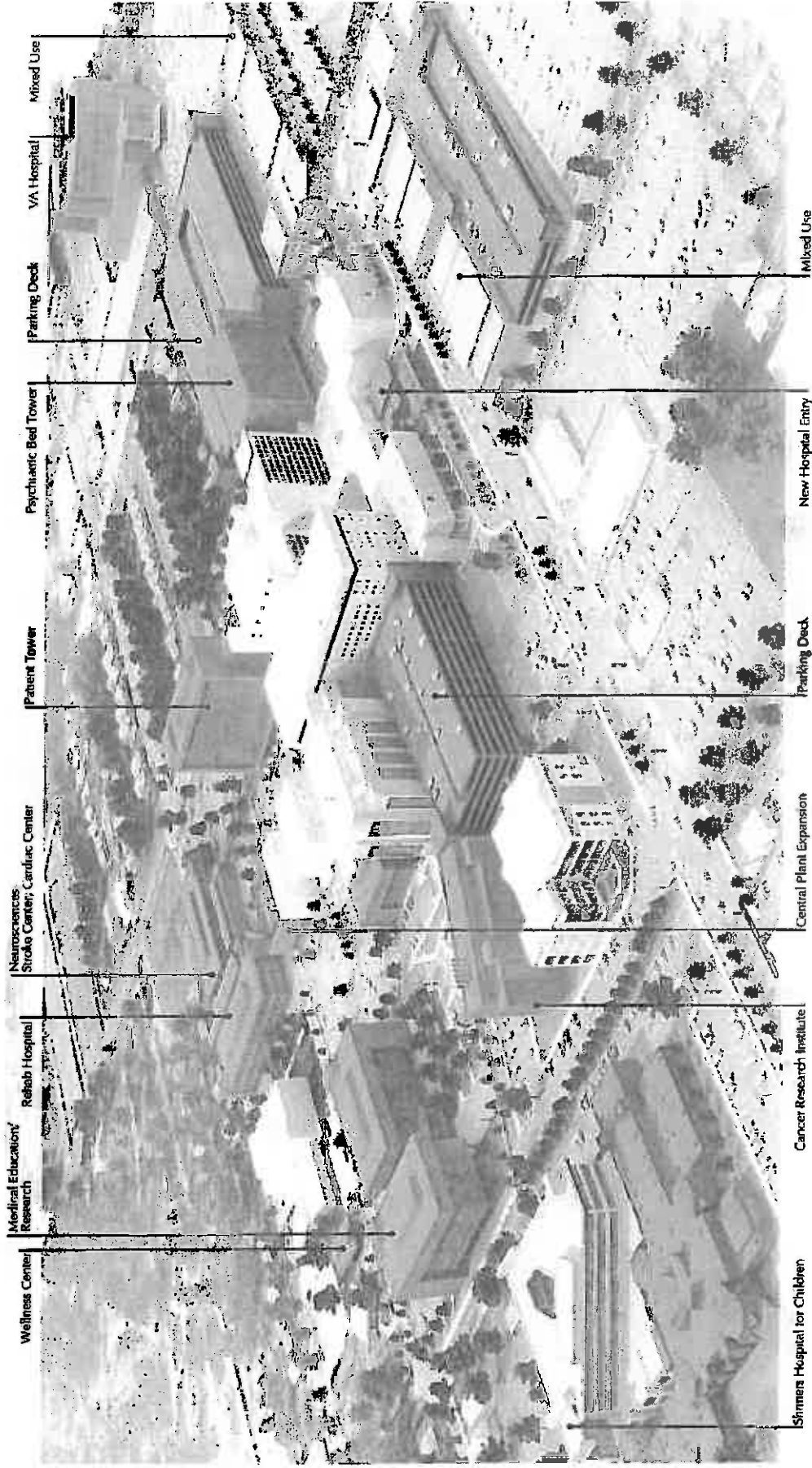
Vision 2020 Master Facilities Plan

conf. status  
Spencer Schatz

Vision 2020: Site Plan



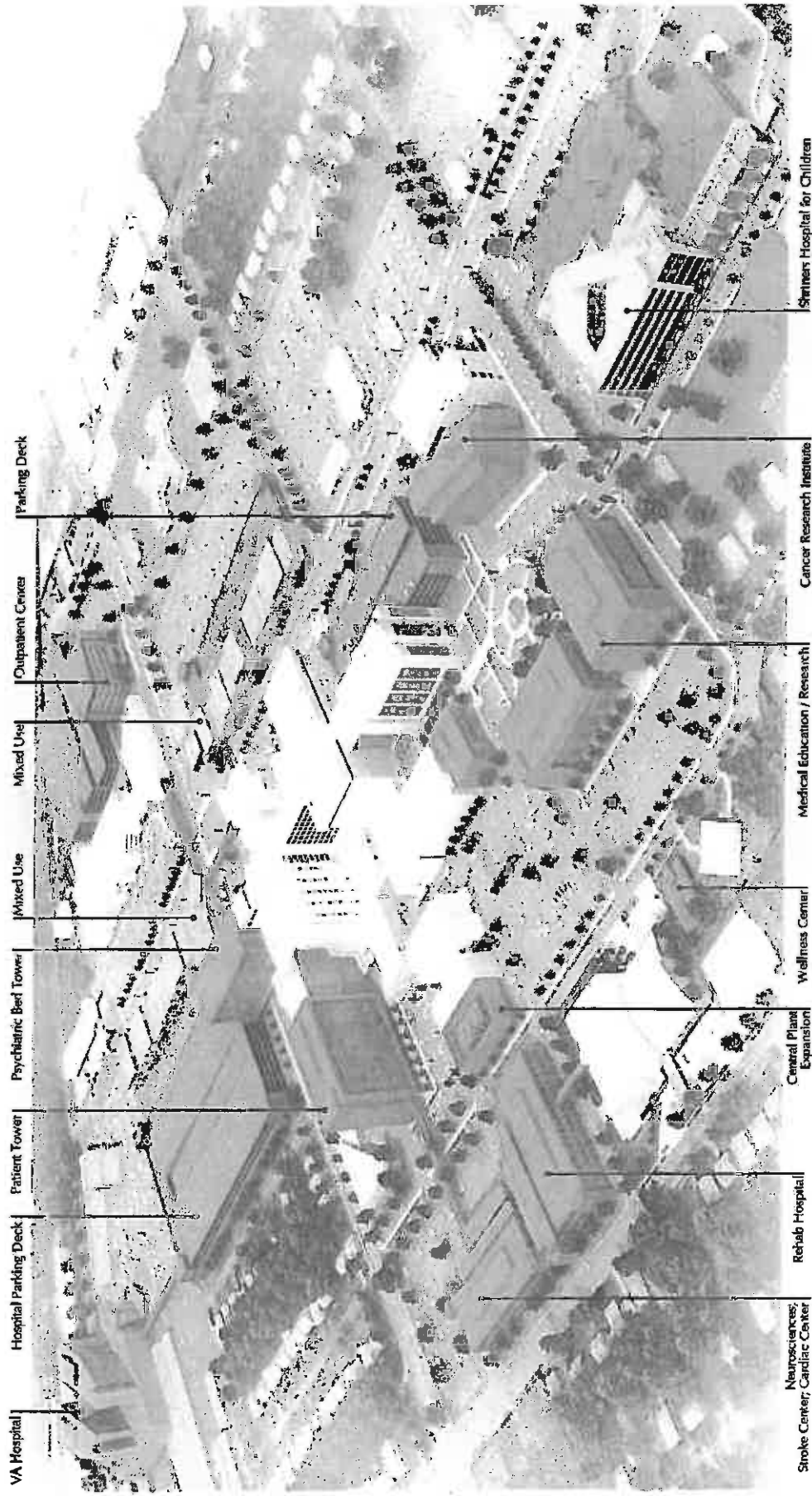
# Northeast Aerial View



# Vision 2020 Master Facilities Plan

# Southeast Aerial View

CONFIDENTIAL  
SPENCER SMITH



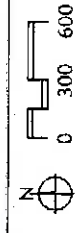
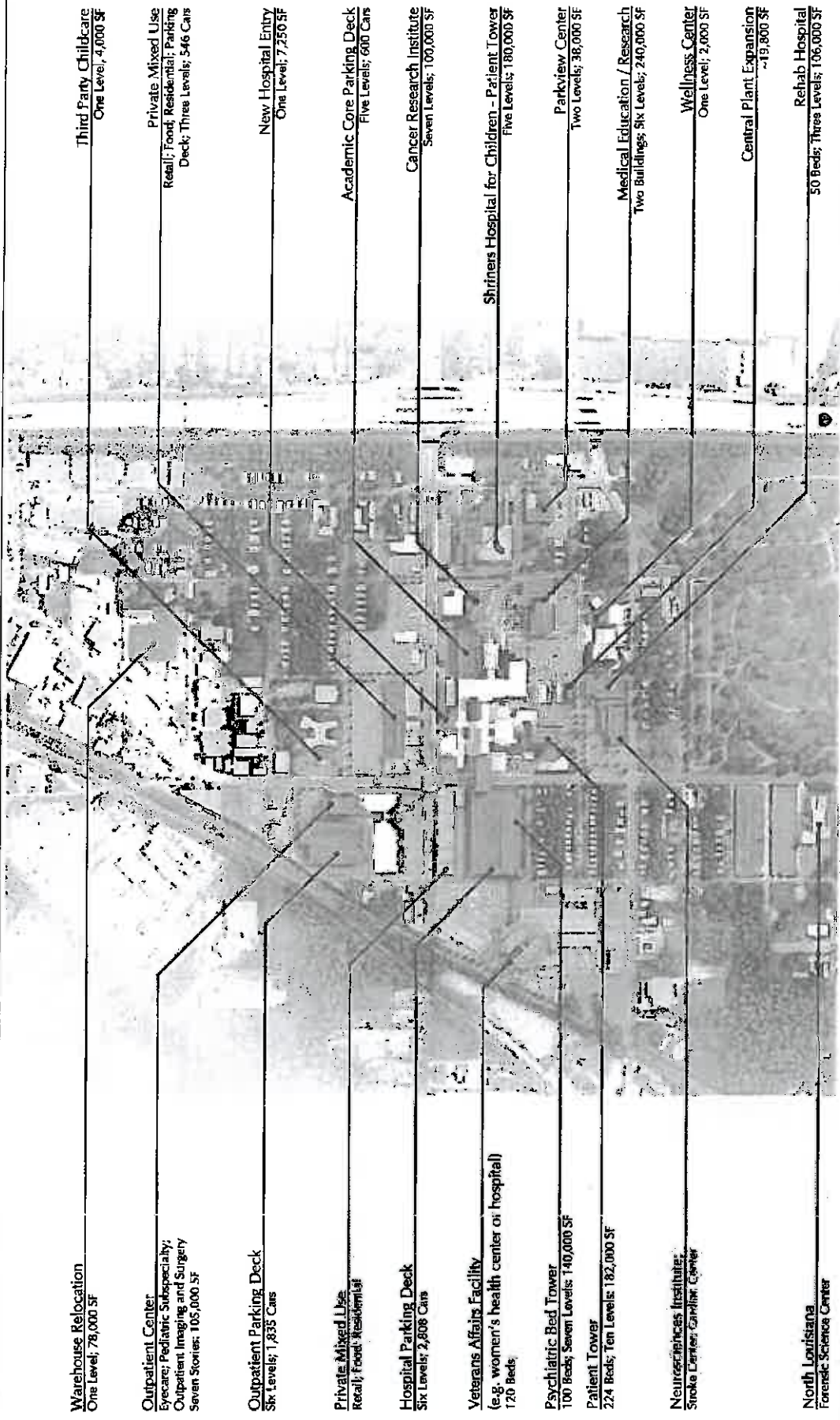
Confidential  
Stanley Schultz

### Northwest Aerial View





# Overall Site Plan

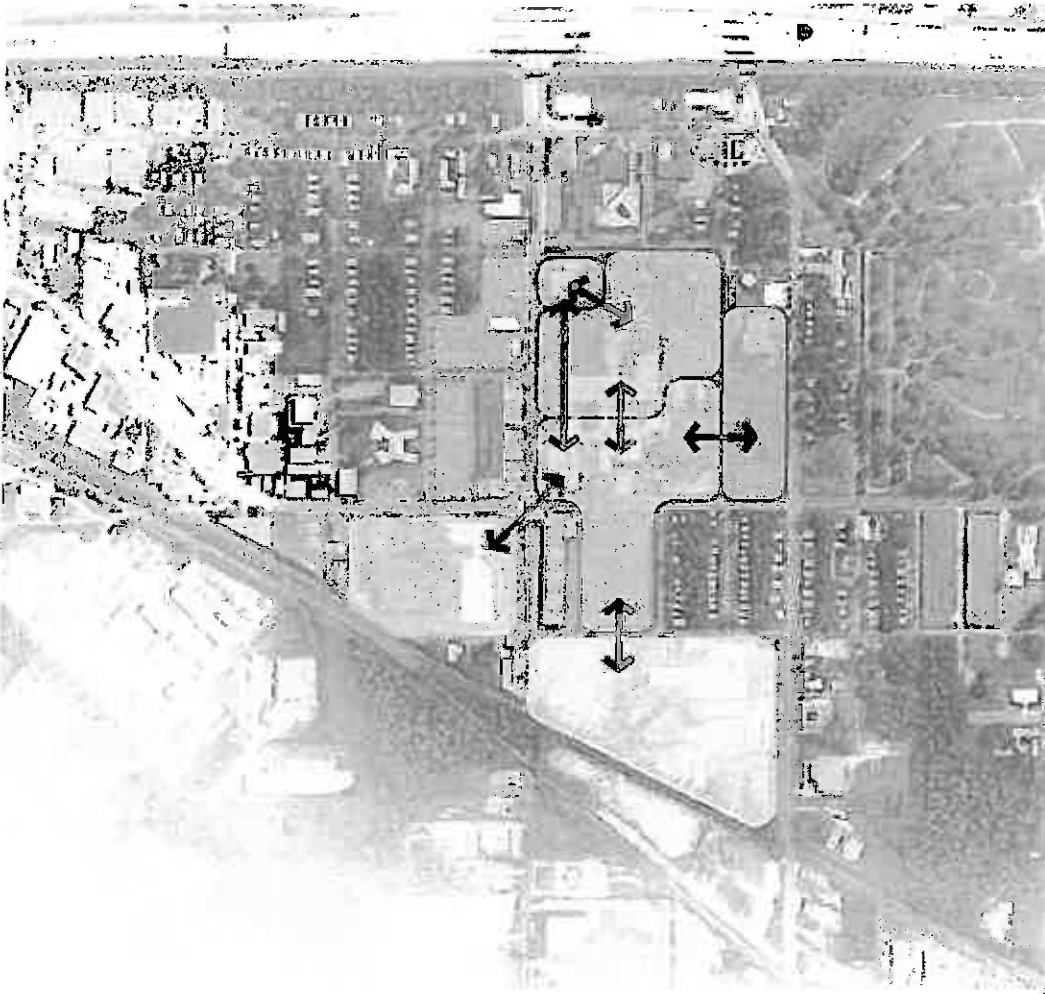


## Vision 2020 Master Facilities Plan

## Preferred / Compiled Option Adjacencies

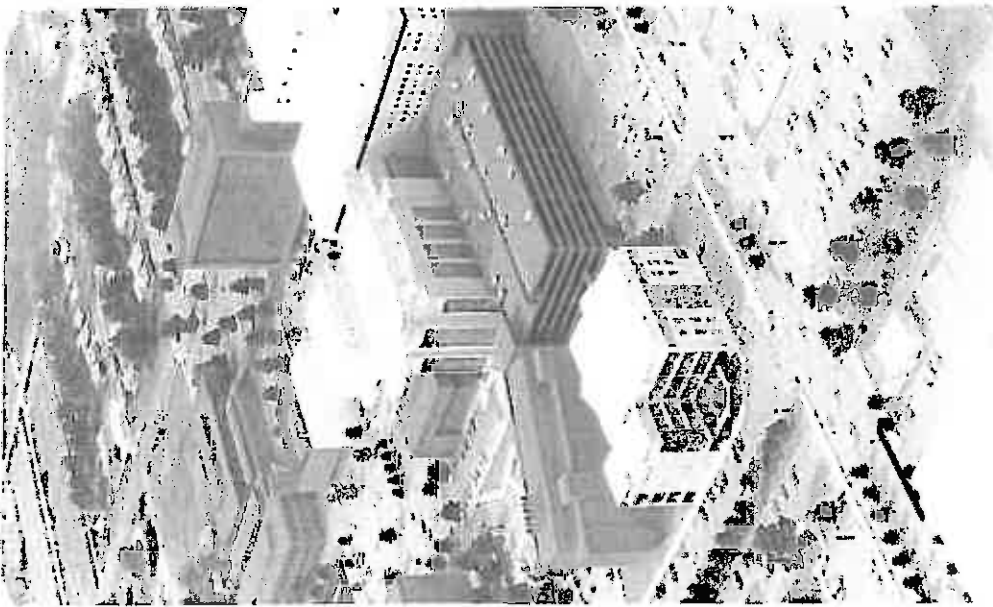
### Preferred / Compiled Option Adjacencies

- The preferred / compiled option reinforces the outpatient functions that already occur in Ambulatory Care Center and Women's and Children's Center on the northwest corner of Kings Highway and Linwood Avenue.
- The hospital zone is strengthened through the addition of four projects surrounding Linwood Avenue south of Kings Highway.
  1. New hospital entry on Kings Highway that injects daylight into the building and adds opportunities for retail components. This entry would work well if it was decided to pursue reversing the flow of traffic on the Kings Highway drop-off ramp with the idea of valet parking.
  2. The 200 to 250 bed patient tower to the south of the existing K-Wing.
  3. The hospital visitor and staff parking deck to the west of Linwood Avenue.
  4. A potential inpatient psychiatric patient tower that could span across Linwood Avenue and connect the hospital to the hospital parking deck with public circulation.
- The medical school / research zone is located to the east of the current medical school and improves with the addition of the parking deck, Cancer Research Institute, medical research building(s) and the Jennings Street realignment and emphasis on the medical school entry.
- The Cancer Research Institute overlaps between the medical school zone and a cancer zone that allows the expansion and direct connection of clinical spaces from the Feltz-Waller Cancer Center.
- The freestanding rehab hospital would work well in close proximity to the Allied Health Professions building and the rehabilitation functions that occur within. Depending upon the ultimate programmatic requirements of the neuroscience center, there could be a relationship between either the rehabilitation hospital or more closely to the acute care hospital.



Ambulatory Care Center
Hospital
Outpatient
Academic
Pediatric
Outpatient Hospital
Pharmacy

## Preferred / Compiled Option Overall Concept Advantages and Challenges



### Preferred / Compiled Option

#### Advantages:

- Development is arranged with a high level of density around the existing campus and requires the least amount of property acquisition in comparison to the first two options.
- Academic and research buildings are located in close proximity to the existing medical school and to each other to facilitate staff movement and creating greater density in the academic core.
- Locating outpatient imaging and surgery, eye clinic, and pediatric subspecialty to the northwest of Kings Highway and Linwood Avenue allows for great relationships with existing outpatient functions and clinics located in the Ambulatory Care Center and Women's and Children's Center. Pairing this building with an outpatient parking deck to accommodate the existing large outpatient volumes with the future building significantly strengthens services provided to continually increasing outpatient demand.
- The construction of an overhead pedestrian walkway that would connect the hospital to the outpatient services on the northwest corner of Kings Highway and Linwood Avenue would significantly improve pedestrian safety.
- Three parking decks provide convenient and abundant parking in close proximity to all of the major campus functions. The current location of the research buildings would still allow a future parking deck to the south of the research buildings to the northwest of William Avenue and Woodrow Street if future parking demand required.
- Emphasizes the Academic Core along the newly-realigned Jennings Street.
- Strong adjacencies are created in the outpatient, hospital, cancer, academic, and rehabilitation zones.
- Locates the warehouse to the northern end of campus in close proximity to other industrial type functions and buildings.
- Research buildings could also feature medical education lecture halls and classrooms vital for the eventual growth of the medical school.

#### Challenges:

- The psychiatric inpatient bed tower spanning across Linwood Avenue requires coordination and approvals from the City of Shreveport. The issue of whether the psychiatric hospital would be better as a freestanding building, or attached to the hospital to provide convenient access from emergency department admissions was not completely resolved. A freestanding model could always be revisited at a later date if it was determined to be a better concept.
- The visioning work session group indicated that until the Shriners Hospital for Children completes a patient tower that allows it to be a full service pediatric hospital, it made more sense to co-locate the pediatric subspecialty in close proximity to the Women's and Children's Center. Given the distance between the Women's and Children's Center and the Shriners Hospital for Children, these pediatric subspecialty services would be forced to choose one end of campus over the other.



## Vision 2020 Master Facilities Plan

## Preferred / Compiled Option Advantages / Challenges

### Preferred / Compiled Option Advantages and Challenges

#### A. Psychiatric Inpatient Tower Advantages

- Good adjacencies to the emergency department
- Very prominent location spanning across Linwood Avenue
- Adequate parking available in hospital deck.

#### Challenges

- Requires coordination and approval from City of Shreveport
- View of Linwood Avenue and Kings Highway is less calm than other freestanding locations

#### B. Neurosciences Institute Advantages

- Close proximity to the hospital and rehabilitation hospital
- Adequate surface parking available

#### Challenges

- Requires property acquisition

#### C. Outpatient Parking Deck Advantages

- Very convenient and close parking for the Ambulatory Care Center, Women's and Children's Center, Outpatient Surgery and Imaging Center, Eye Clinic, and Pediatric Subspecialty
- Size serves the patient and visitor volume to the existing and future outpatient core buildings
- Improves pedestrian safety by reducing high traffic crossing from parking locations

#### Challenges

- Structured parking is expensive relative to surface parking
- Timing will be affected by schedule to relocate warehouse

#### D. Outpatient Imaging and Surgery Center Advantages

- High visibility site adding to the outpatient core on Linwood Avenue
- Close proximity to the Ambulatory Care Center and Women's and Children's Center
- Adequate quantity and close proximity of structured parking
- Does not negatively impact any hospital or medical school future expansion

#### Challenges

- Longer distance to the hospital and inpatient functions than option 2

#### E. Kings Highway and Linwood Avenue Overhead Pedestrian Crossing Advantages

- Increases pedestrian safety by reducing Kings Highway traffic crossing
- Improves connection from hospital to outpatient core buildings

#### Challenges

- Length of pedway in connect hospital to Women's and Children's Center is more expensive than simply crossing from one street corner to the opposite corner
- Requires property acquisition to locate vertical circulation and columns on southwest corner of Kings and Linwood

#### F. New Hospital Entry Advantages

- Increases visibility from Kings Highway and properly denotes the building's main entry
- Retail component adds revenue-generating potential
- Can inject daylight into the hospital's entry
- Increases feeling of hospitality with a concierge / information desk and comfortable waiting areas
- Does not negatively impact any hospital or medical school future expansion
- Provides a drive through canopy for protected drop-off
- Combined with a reversal of the flow of traffic on the drop off ramp would increase the vehicle queuing area significantly
- Could be paired with a valet service to enhance patient and visitor experience
- Project can be accommodated without any property acquisition

#### G. Hospital Parking Deck Advantages

- Very convenient and close parking for the hospital
- Size serves the patient and visitor volume to the hospital
- Improves pedestrian safety by reducing high traffic crossing from parking locations
- Does not require property acquisition

#### Challenges

- Structured parking is expensive relative to surface parking

#### H. Medical Education Advantages

- Locating with other future medical research functions is a good extension of the existing medical school
- The project would contribute toward the academic core
- Does not require any property acquisition
- Does not negatively impact any future expansion



## Advantages / Challenges - Preferred / Compiled Option

### T. Dual Helipad and Helicopter Refueling Station

#### Advantages

- Determined by the Visioning Work Session to not be needed or required

### J. Central Plant Expansion

#### Advantages

- Does not require property acquisition
- Is directly adjacent to the existing Central Plant location
- Does not negatively impact any future expansion
- Is located in a low visibility area suitable for support functions

#### Challenges

- Similarly to the existing Central Plant, the site is within the 100 year flood plain
- Eliminates a small existing parking lot

### K. Free-standing Rehabilitation Hospital

#### Advantages

- Close proximity to the Allied Health building might allow shared staffing and functions
- Does not require property acquisition for the building construction.
- Does not negatively impact any future expansion
- Easy pedestrian crossing on lower-vehicular-volume Woodrow Street to the hospital

#### Challenges

- Is remotely located from the existing hospital
- Requires property acquisition to accommodate adequate surface parking

### L. Medical Research Building

#### Advantages

- Close proximity to the Medical School strengthens the academic core / grouping
- Does not require property acquisition for the building construction.
- Does not negatively impact any future expansion
- Easy pedestrian crossing on lower-vehicular-volume campus streets to the medical school
- Adequate surface and structural parking to serve the building in close proximity
- Highly visible location after Jennings Street is realigned and emphasized as an academic entry

#### Challenges

- Location in flood plain requires elevated occupiable spaces

### M. Nanoscience Technology Academic / Research Facility

#### Advantages

- Determined by the Visioning Work Session to be too specific
- Combine with medical research project above and medical education space

### N. Campus Childcare

#### Advantages

- Renovation will likely be less expensive than all new construction
- Can be located in a variety of locations for easy access without inhabiting other campus growth
- Adequate surface parking to serve the building in close proximity
- Adequate property to accommodate outdoor playgrounds

#### Challenges

- New construction is more expensive than renovation options
- LSU Health Shreveport does not wish to run childcare services and would seek a third party that could offer 24-hour facilities

### O. 200 to 250 Bed Patient Tower

#### Advantages

- Close proximity to the existing K-Wing tower
- Does not require property acquisition for the building construction
- Adequate structured parking to serve the building in close proximity
- Allows the opportunity for an additional entry and vertical circulation hub between K-Wing and the new tower

#### Challenges

- Is located above the drainage ditch and flood plain, requiring the elevation of occupiable space
- Creates a long travel distance from the Kings Highway main entry (unless a second entry point is created off of Linwood Avenue)

### P. On campus Foundation Offices

#### Advantages

- Achieves the goal of having the Foundation offices back on campus
- Parkview Center offers good visibility
- Adequate surface parking is in close proximity to the building
- The project does not inhibit future growth on campus.
- The building helps frame the gateway and campus entry from the east.
- The building is within easy walking distance across low-volume streets for a good pedestrian connection to the medical school and remainder of campus
- Despite numerous challenges due to the existing building's age, the project is most likely still less expensive than all new construction
- The project makes good use of a building with local historical significance
- Creates a supply of business occupancy space to clear space in the hospital and medical school for revenue-generating functions

#### Challenges

- Various abatement and code related issues related to the building's age

## Vision 2020 Master Facilities Plan

## Advantages / Challenges - Preferred / Compiled Option

### Q. Medical School/Cancer Center Parking Deck

#### Advantages

- Very convenient and close parking for the medical school, hospital, Biomedical Research Institute, Feist-Weiller Cancer Center and future Cancer Research Institute
- Location allows for valet parking concept to occur in close proximity to the Kings Highway entries
- Size serves the patient and visitor volume to the existing and future inpatient and academic facilities
- Improves pedestrian safety by reducing high-traffic crossing from parking locations
- Does not require property acquisition

#### Challenges

- Structured parking is expensive relative to surface parking
- Limits future expansion of the medical school toward the east
- Timing is dependent upon demolition of the Administration Building
- Requires displacement of all Administration Building functions

### R. Cancer Research Institute

#### Advantages

- Close proximity to the medical school, and Feist-Weiller Cancer Center
- Located in close proximity to other academic facilities strengthens the academic core concept
- Does not negatively impact any future expansion
- Location on campus eliminates high traffic pedestrian crossings
- Adequate surface and structured parking to serve the building in close proximity
- Highly visible location after Jennings Street is realigned and emphasized as an academic entry
- Does not require property acquisition for the building construction.

#### Challenges

- Location is further from the medical school from the previous siting

### S. Enclosed Overhead Pedestrian Walkway (Hospital/Medical School to Feist-Weiller Cancer Center)

#### Advantages

- Allows climate-controlled connection from the hospital and medical school to the Feist-Weiller Cancer Center
- Protects cancer patients, visitors, and staff from inclement weather
- Improves upon existing covered overhead walkway
- Does not negatively impact any future expansion

#### Challenges

- Does not require property acquisition for the building construction
- Project cost

### T. Pediatric Sub-specialty Building

#### Advantages

- Linwood Avenue site offers high visibility
- Close proximity to the Women's and Children's Center allows staffing efficiencies
- Does not inhibit any future growth plans on campus
- Strengthens the outpatient core services to the northwest of Linwood and Kings Highway
- Once the overhead pedestrian walkway is completed, pedestrian safety will improve
- Does not require property acquisition
- Adequate levels of parking in close proximity

#### Challenges

- Is not located in close proximity to the existing Shriners Hospital for Children for shared staffing efficiencies and future partnerships

### U. Eye Clinic Replacement

#### Advantages

- Linwood Avenue site offers high visibility
- Close proximity to the Ambulatory Care Center allows staffing efficiencies
- Does not inhibit any future growth plans on campus
- Strengthens the outpatient core services to the northwest of Linwood and Kings Highway
- Once the overhead pedestrian walkway is completed pedestrian safety will improve
- Does not require property acquisition
- Adequate levels of parking in close proximity

### V. Warehouse Relocation

#### Advantages

- Replaces a building near the end of its useful life
- Relocates a support function further from campus to allow for new revenue generating space in its place
- Does not inhibit any future growth plans on campus
- Location to the north of campus is more fitting with other industrial functions

#### Challenges

- Does not require any property acquisition
- Loss of some support space at Chevyland property
- Loss of parking on Chevyland property

### W. Wellness Center

#### Advantages

- Close proximity to all major campus functions
- Does not inhibit any future growth plans on campus
- Provides a quality-of-life improvement project
- Does not require property acquisition
- Adequate levels of parking in close proximity



## Preferred / Compiled Option Phasing

### Phasing

Several projects indicated in the preferred concept require initial phasing of demolition and construction before that particular project can be constructed in the location indicated. Below you will find a list of these projects and the phasing required.

1. Partial demolition of the buildings on the Old Chevylard property will free the space needed to construct a warehouse to replace the Spartan warehouse currently located to the north of the Ambulatory Care Center and Women's and Children's Center on the northwest corner of Kings Highway and Linwood Avenue. This property is then planned to accommodate a multi-level parking deck that would provide close and convenient parking to the two existing buildings as well as a future building that is currently recommended to include such outpatient functions such as outpatient imaging and surgery, eye clinic, and pediatric subspecialty.
2. Some administrative functions currently in the Administration Building, located on Kings Highway between the medical school and Feist-Weiller Cancer Center, are planned to be relocated to the recently acquired Parkview Baptist Church which is currently being planned as 38,000 square feet of business occupancy space known as the Parkview Center. Further study is required to find a new location for the remaining Administration Building functions. Upon completion of this relocation effort, LSU Health Shreveport can look at the demolition of the 68,500 SF Administration Building which was built in 1955. That demolition would allow for a parking deck that would serve the hospital, medical school, Feist-Weiller Cancer Center, and future Cancer Research Institute.
3. The Clinical Research Building is a one-story building, completed in 1967, featuring 19,250 SF that would require demolition to allow the construction of additional medical research facilities along Jennings Street that would reinforce the concept of an academic core and gateway into the campus from the east.
4. The neuroscience center and rehabilitation center currently indicated on Claiborne Avenue to the south of the hospital would require the acquisition and demolition of the Claiborne Health Nursing Home.
5. The master facilities plan locates a 200 to 250 bed acute care patient tower to the south of the existing K-wing. As a part of that project there was a desire to create a new or additional main entry for the hospital between K-wing and the new patient tower that would provide good access from a large visitor and staff parking deck located directly across Linwood Avenue to the west. A new entry drive aisle from Linwood Avenue would require the demolition and relocation of the Print Shop functions.








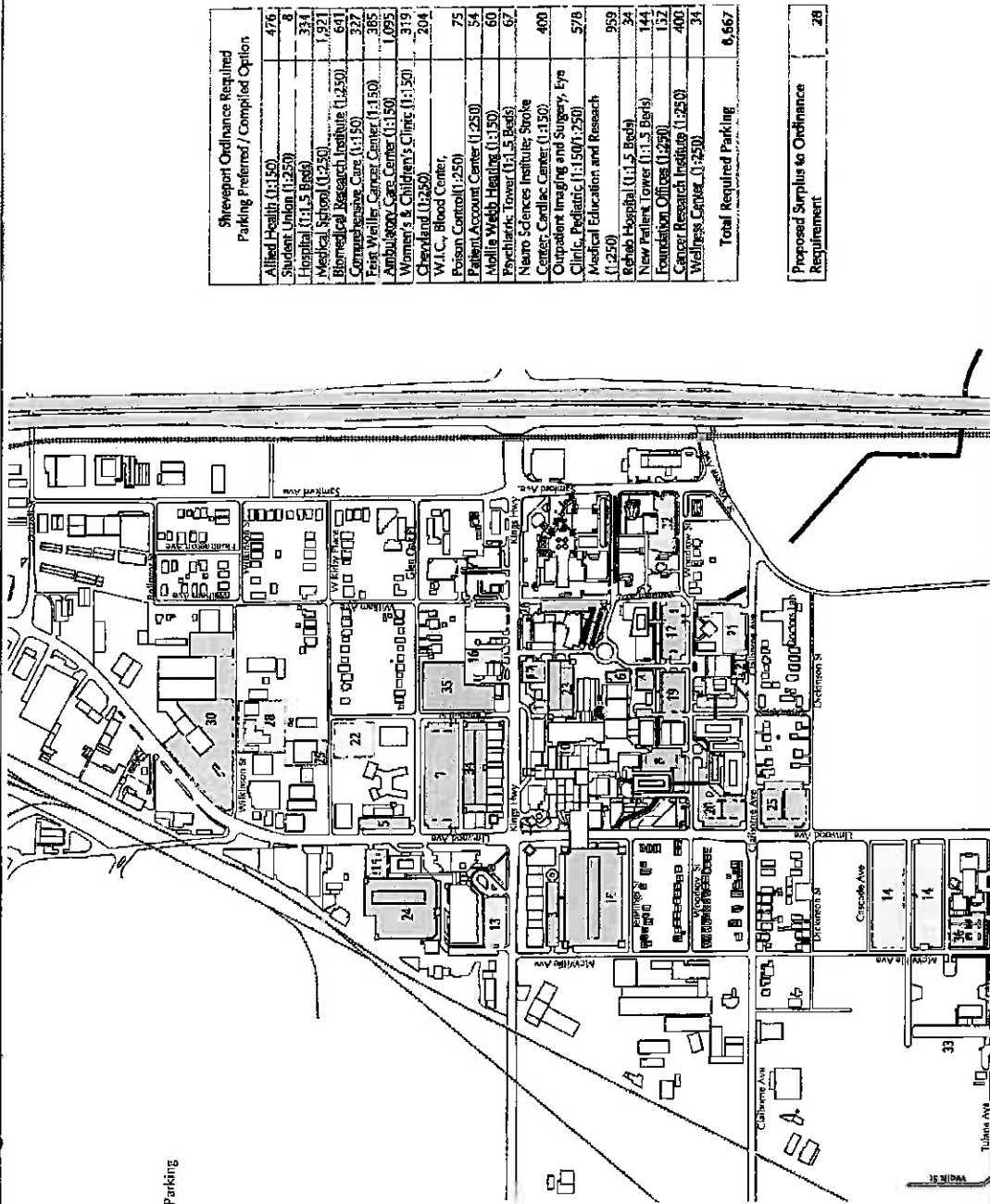
# Preferred / Compiled Option Parking Analysis

conference  
space - 3000

## Parking Legend

-  LSU Health Shreveport Parking
-  Contract/Pay Parking
-  Preferred / Compiled Option Revised/Added Parking

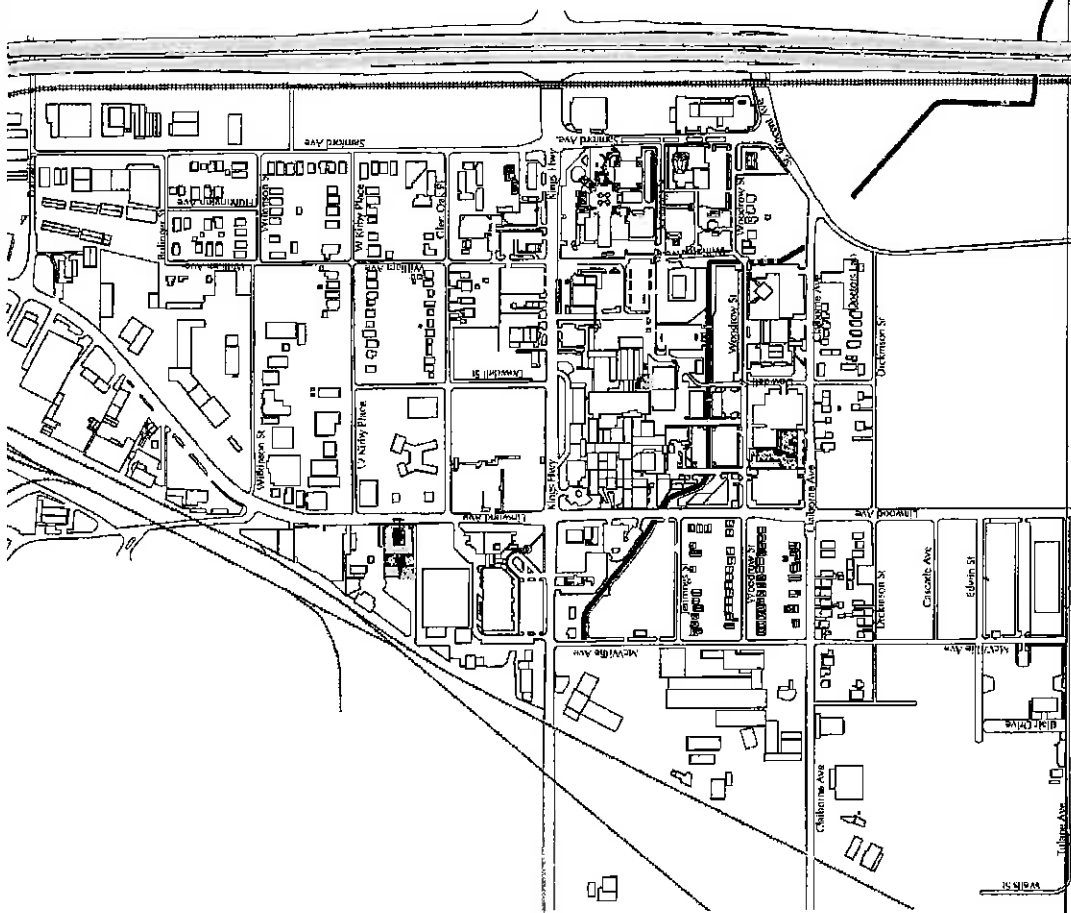
Parking Provided	
1 Lot A	17
2 Lot B	82
3 Added Mixed Use Parking	72
4 Lot D	86
5 Childcare Lot	53
6 Lot F	22
7 Lot G	13
8 Lot H	96
9 Lot I	331
10 Lot K	20
11 Lot KA	21
12 Lot L	108
13 Lot M	164
14 Lot M South	328
15 Lot MD	54
16 Lot N	61
17 Lot O	40
18 Proposed Parking Deck	2,340
19 Lot Q	107
20 Lot R	120
21 Lot S	73
22 Lot T	118
23 Proposed Parking Deck	750
24 Proposed Parking Deck	1,895
25 Proposed Parking	176
26 Fessis-Wellies Cancer Center	13
27 Emergency	13
28 W.I.C. Building	90
29 Patient Account Center	55
30 Chevrolet	200
31 Print Shop	4
32 Parkview Baptist Church	87
33 Mollie Webb Hearing	73
34 Proposed Parking Deck	546
35 Contract/Pay Lot 2	164
36 Extrinsic Center Parking	05
<b>Total Provided Parking</b>	<b>8,695</b>



Shreveport Ordinance Required Parking Preferred / Compiled Option	
Allied Health (1:150)	476
Student Union (1:250)	8
Hospital (1:1.5 Bed)	334
Medical School (1:250)	1,921
Biomedical Research Institute (1:250)	691
Comprehensive Care (1:150)	327
Fessis-Wellies Cancer Center (1:150)	365
Ambulatory Care Center (1:150)	1,095
Women's & Children's Clinic (1:150)	319
Chesford (1:250)	204
W.I.C., Blood Center, Poison Control (1:250)	75
Patient Account Center (1:250)	54
Mollie Webb Hearing (1:150)	60
Psychiatric Tower (1:1.5 Bed)	67
Neuro Sciences Institute Stroke Center Cardiac Center (1:150)	400
Outpatient Imaging and Surgery, Eye Clinic, Pediatric (1:150)(1:250) (1:250)	578
Medical Education and Research (1:250)	959
Rehab Hospital (1:1.5 Bed)	34
New Patient Towers (1:1.5 Bed)	144
Foundation Offices (1:250)	132
Cancer Research Institute (1:250)	400
Wellness Center (1:250)	34
<b>Total Required Parking</b>	<b>6,667</b>

Proposed Surplus to Ordinance Requirement	28
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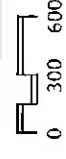
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Property Acquisition Legend

- City of Shreveport
- 1. Griff's (Restaurant)
- 2. Commercial Building
- 3. Calhoun Healthcare Center

- An emphasis during the planning process and in the Visioning Work Session was to maximize LSU Health Shreveport's capital on revenue generating projects by minimizing property acquisition
- Other core properties may be identified for acquisition, but only those two properties are required outside of currently held properties to accomplish the plan seen in the 2020 Vision



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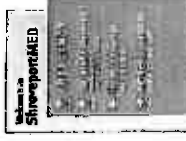
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## Vision 2020 Master Facilities Plan

### Summary of Signage and Wayfinding Plan



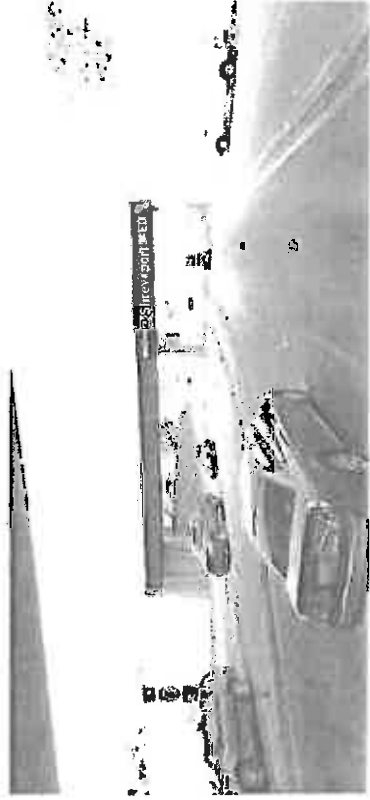
## Signage Systems

### Cloud Gehshan Signage Plan

In 2010, Cloud Gehshan conducted a signage and wayfinding analysis for the HSC. They determined that the campus needed considerable investments in both directional and locational signage. Using the recently adopted LSU Health graphic identity system, the Cloud Gehshan design team developed a progressive modular signage system which satisfies all US Department of Transportation highway safety requirements as well as Americans with Disabilities Act (ADA) regulations.

To address these deficiencies, the campus has requested \$1 million in the Board of Regents capital outlay process. Images from their consultancy appear on the following pages. In addition to the signage, they also made recommendations for improving pedestrian safety by using the LSU logo as a patterned crosswalk. The Kings Highway streetscape/safety improvement initiative will be using some of the design concepts advanced by Cloud Gehshan.

One of the visible benefits of this consultancy was the rooftop signage atop the School of Medicine. Hundreds of people – including faculty, staff, opinion leaders from off campus – have remarked how this has been helpful during day and nighttime. In addition to providing a valuable location, it is a sense of institutional pride.



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### Overpass / Arrival Signage

One of the suggestions from Cloud Gehshan was that LSU and the City of Shreveport explore using the I-49 and railroad overpasses as major arrival signage. Other urban campuses such as University of Pennsylvania have employed this to great effect. Approval from the State Department of Transportation and Kansas City Railway would be required.



These Documents can be found online at [www.lsuhealthshreveport.edu/vision2020](http://www.lsuhealthshreveport.edu/vision2020)

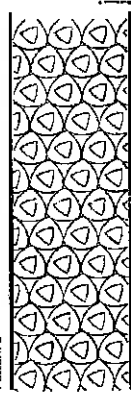


© 2013, 2014  
Shreveport, LA

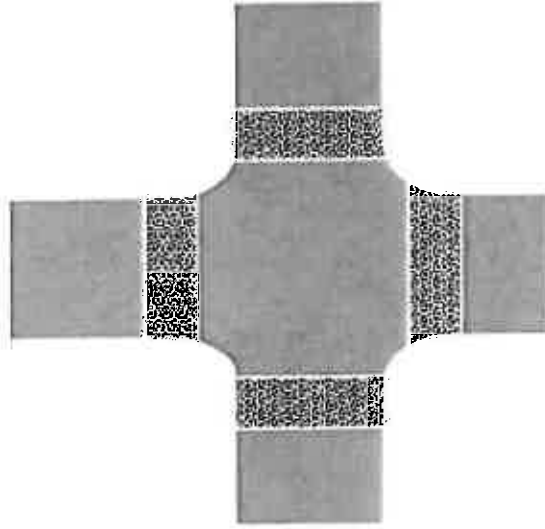
## Signage Systems



Pattern 2



Pattern 1



24 Pedestrian Crosswalk Treatment

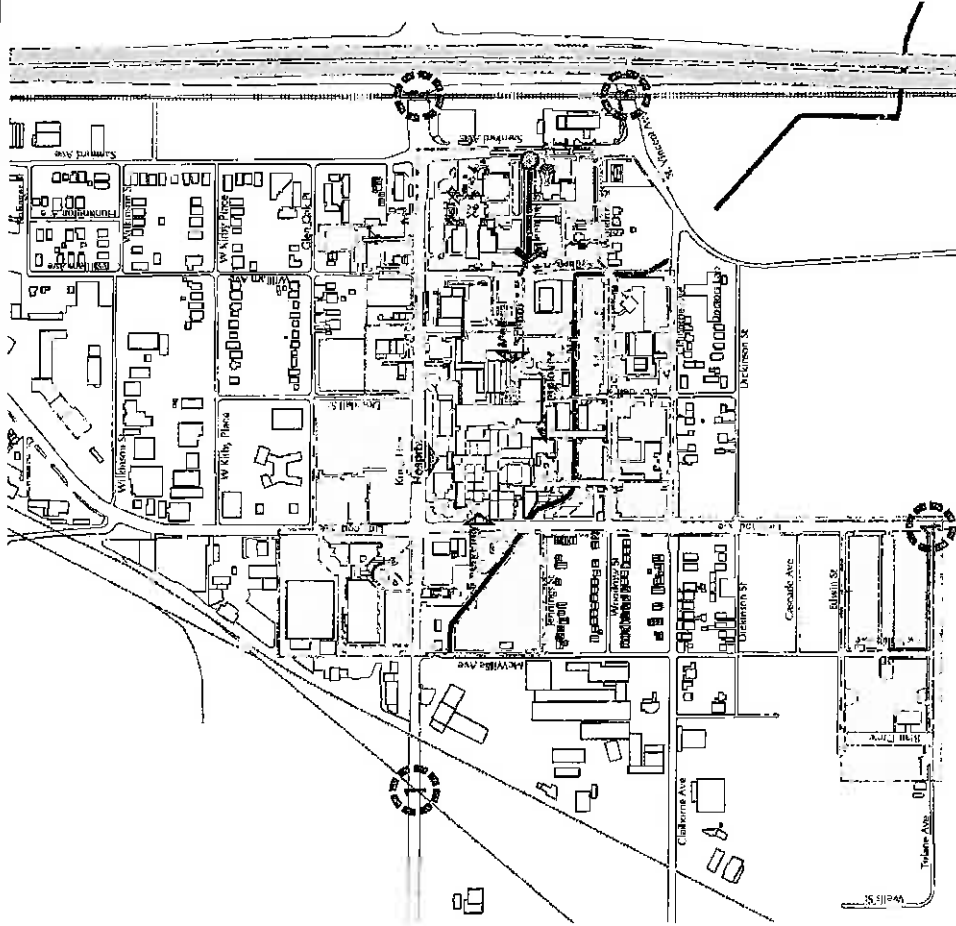
Included in road surface  
Scale: NTS







12 April 2013

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Entrances and Gateways Plan

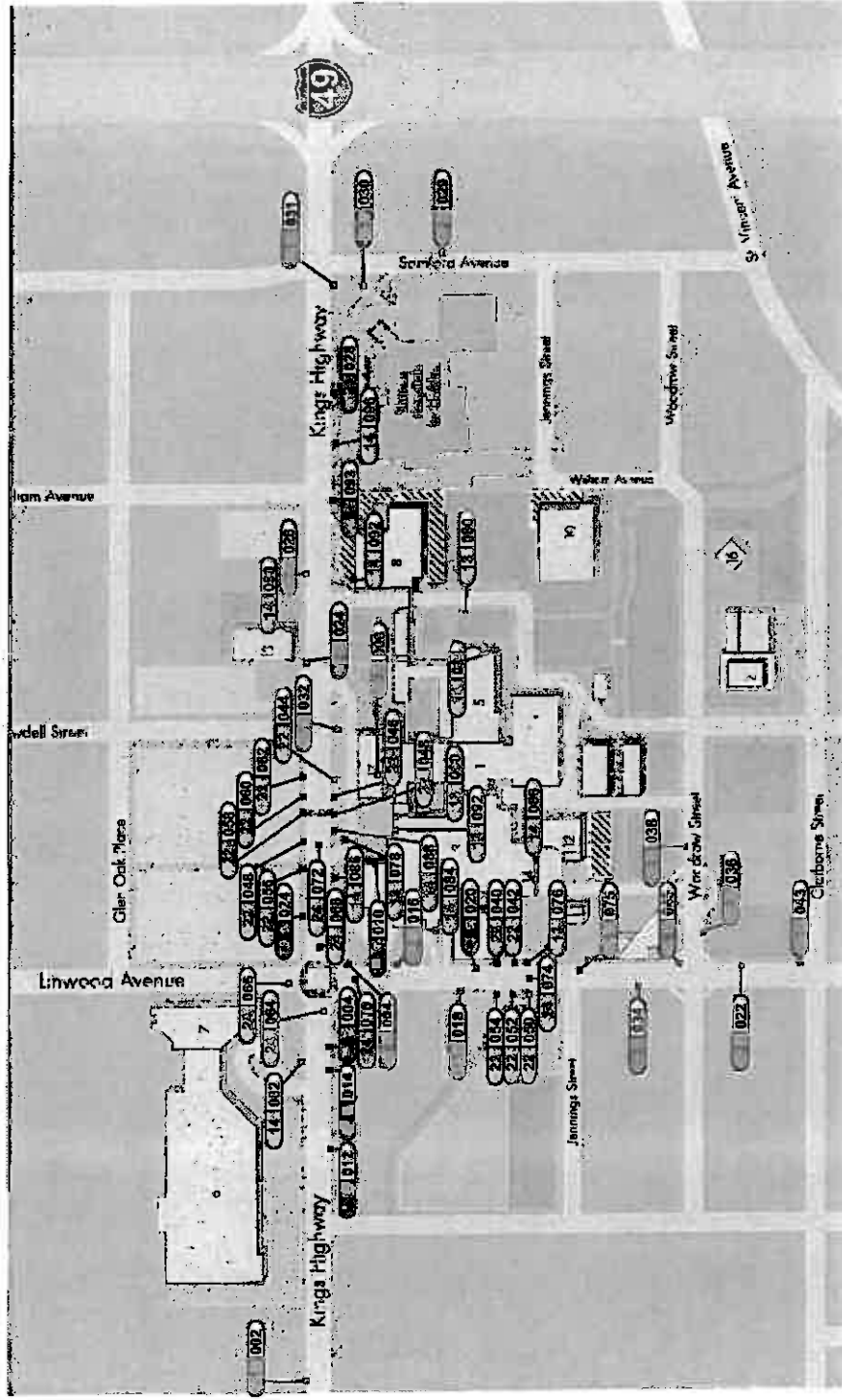


Legend

-  Potential Gateway
-  Major Entrances
-  Jemings Street Medical School Approach
-  Campus Extents

1. Kings Highway Western Gateway  
Utilize Railroad Overpass Signage
  2. Kings Highway Eastern Gateway  
Utilize Railroad Overpass Signage
  3. St. Vincent Avenue Eastern Gateway  
Utilize Railroad Overpass Signage
  4. Tulane Avenue & Linwood Avenue  
Southern Gateway  
Address with Signage
- Overhead railroad trestles on Kings Highway at the eastern and western edges, as well as St. Vincent Avenue near the southeast corner of the campus are great opportunities for defining the campus gateways and creating identity for LSU Health Shreveport and the entire ShreveportMedical District.
  - A current plan will realign Jennings Street to allow a more prominent entrance and approach for the medical school.
  - In addition to the four primary entrances noted on the plan, the visioning work session group noted the desire to create an additional main entry for the hospital from Linwood Avenue to the west.
  - See Section 06 for ground view renderings for potential concepts for the hospital and medical school entrances.

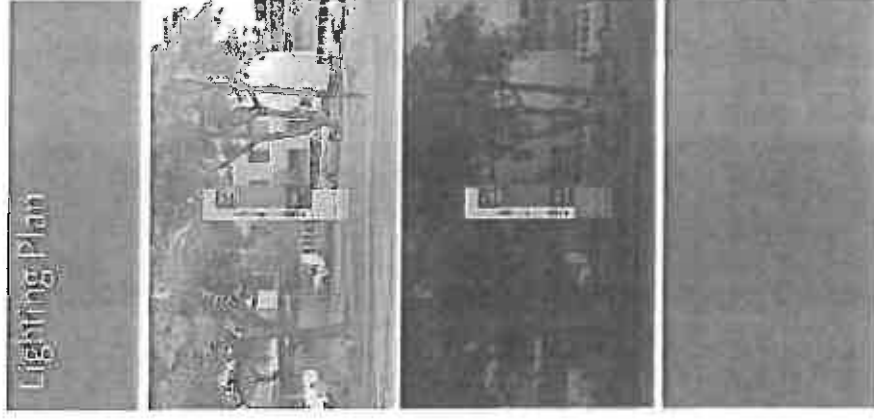
# Signage Locator Map



### Key

- vehicular decision point
- Shreveport MED Gateway
- Shreveport MED Vehicular Directional Large
- Shreveport MED Vehicular Directional Small
- Shreveport MED Trailblazer
- LSUS Health Gateway
- LSUS Vehicular Directional
- LSUS Ground-Mounted Banner
- LSUS Ground-Mounted Banner; LED
- LSUS West-Mounted Banner
- LSUS Parking Lot ID, Building ID
- LSUS Emergency Trailblazer
- Pedestrian Directional
- Building Identification: Ground-Mounted
- Accessibility Sign
- Building Identification: Down-Mounted
- Building Identification: Wall-Mounted
- Pedestrian Interpretive Station and Visual Screen
- Pedestrian Cross-Walk Trailmarker

## Vision 2020 Master Facilities Plan



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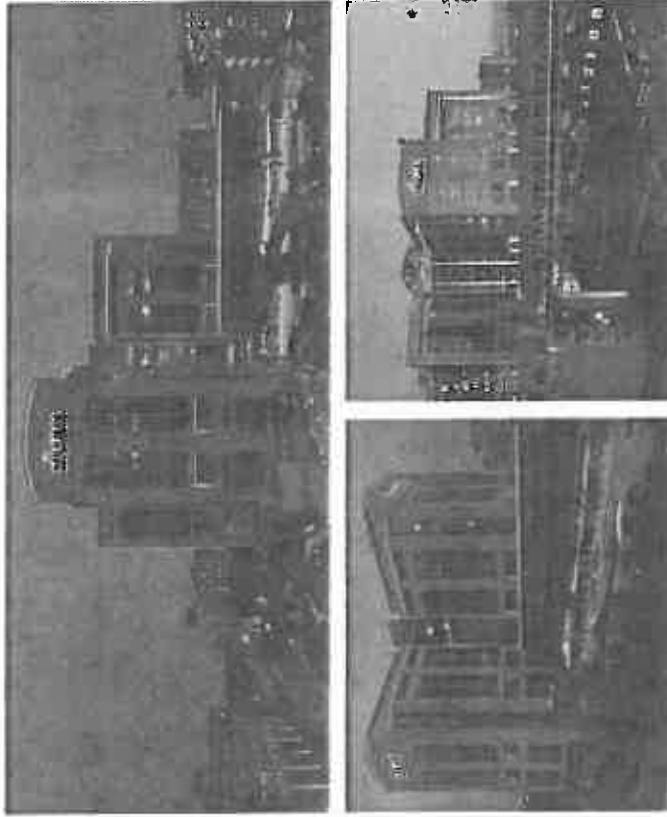


## Vision 2020 Master Facilities Plan

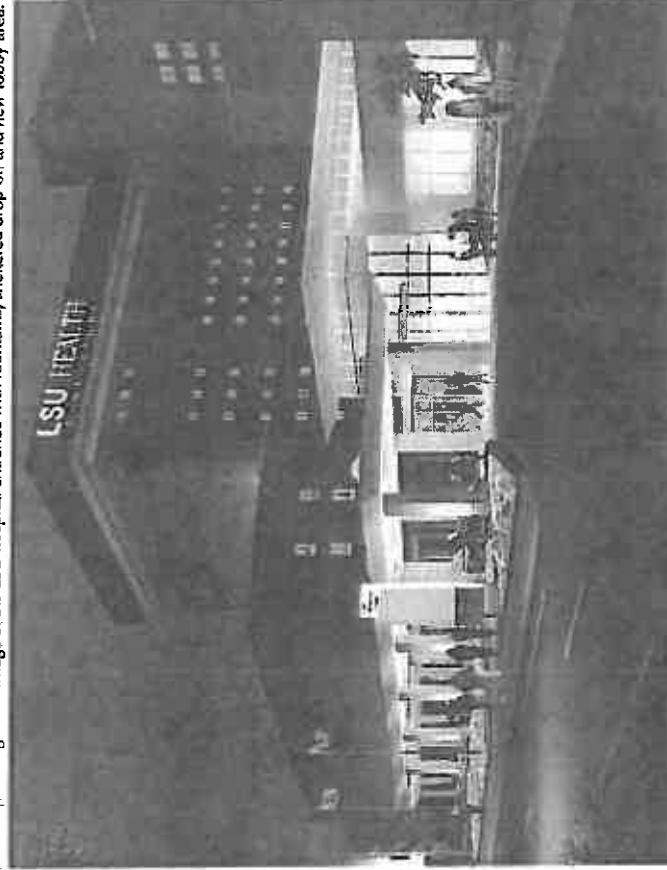
## Lighting

### Lighting

During the 2010 Cloud Gehshan signage and wayfinding analysis, the designers stressed the need for a professional lighting consultancy. They pointed out that the campus was very intimidating to newcomers – especially during the off-hours. At a minimum, street lighting along Kings Highway is weak presenting limited sight distances, and building entries are not adequately illuminated. More inviting institutions recognize the importance of lighting for both safety and decorative purposes. A lighting strategy might have uplighting for trees and significant architectural features, and even colored roofline lighting to bring energy to the building profile or silhouette. A good lighting strategy and investments can change the dearest façade and entry into one which is safer and beneficial for the institution's image. Hospitals in Dallas have employed this roofline technique to great effect as indicated below.



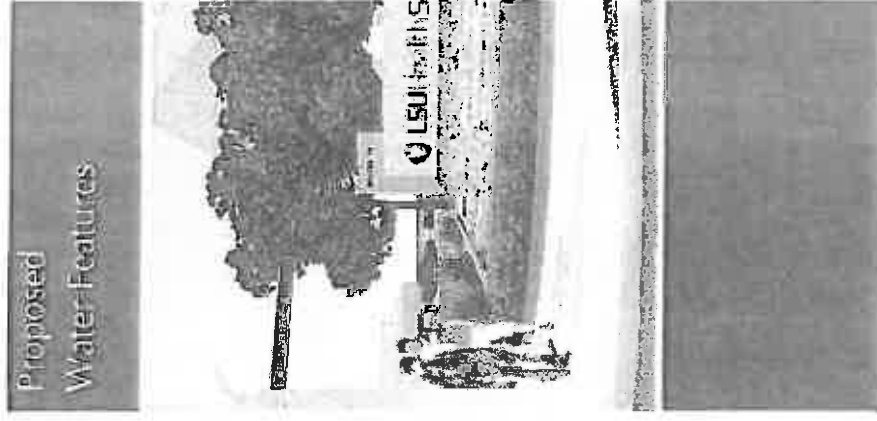
A conceptual nighttime image of the LSU hospital entrance with fountains, sheltered drop-off and new lobby area.



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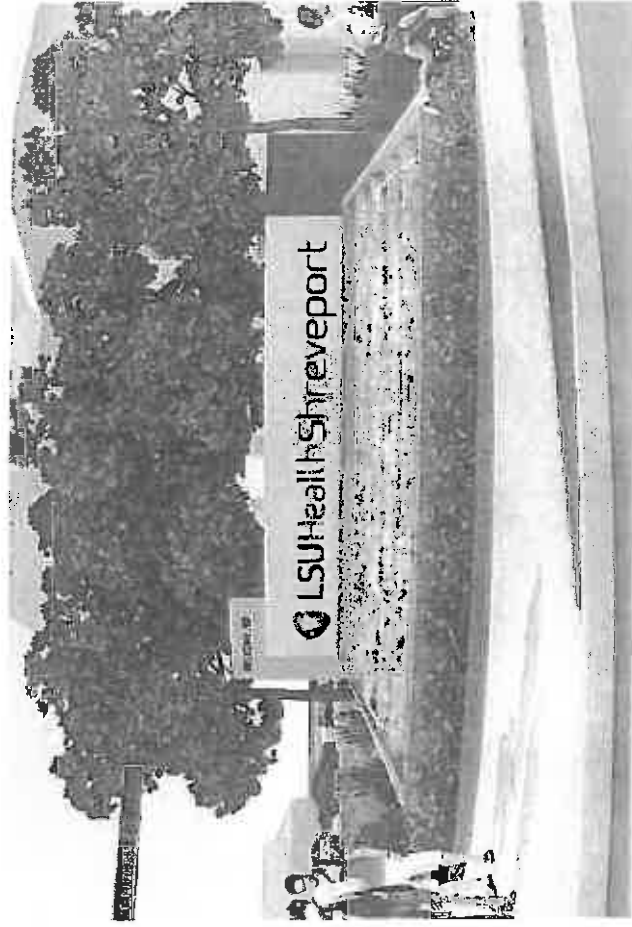
## Vision 2020 Master Facilities Plan



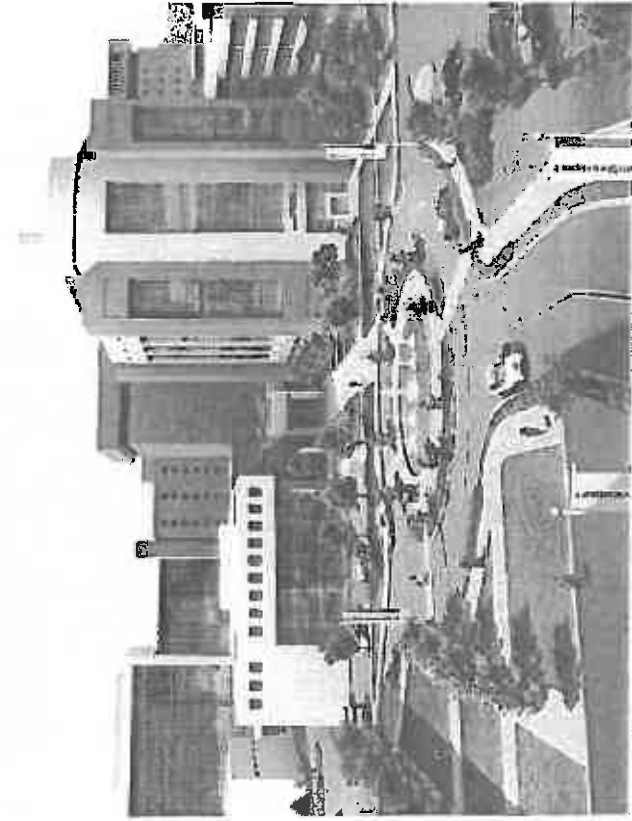
## Water Features

At many other medical institutions, patients, visitors, and employees encounter various fountains and other water features. The major entries of hospitals and medical schools will often have some type of water feature – dedicated in honor of some benefactor. This includes waterwalls and fountains. In addition to trees and landscaping, water helps to soften an environment visually – as well as from a white noise perspective. In addition, the healing and life-giving nature of water makes it useful for areas for meditation and reflection. Some hospitals have put pathways, greenways and labyrinths in place for patients and visitors to enjoy.

Further into a hospital, one will often see an aquarium in waiting areas – a peaceful distraction for adults and children alike. We would propose developing a special capital campaign so that people could donate to various water features – fountains, waterfalls and possibly aquaria. This fund would also cover the ongoing maintenance of those structures. The map on page 94 suggests some of the placements: entries to the hospital, Schools of Allied Health and Medicine, Ambulatory Care Center and Jennings Street.



Proposed Water Feature

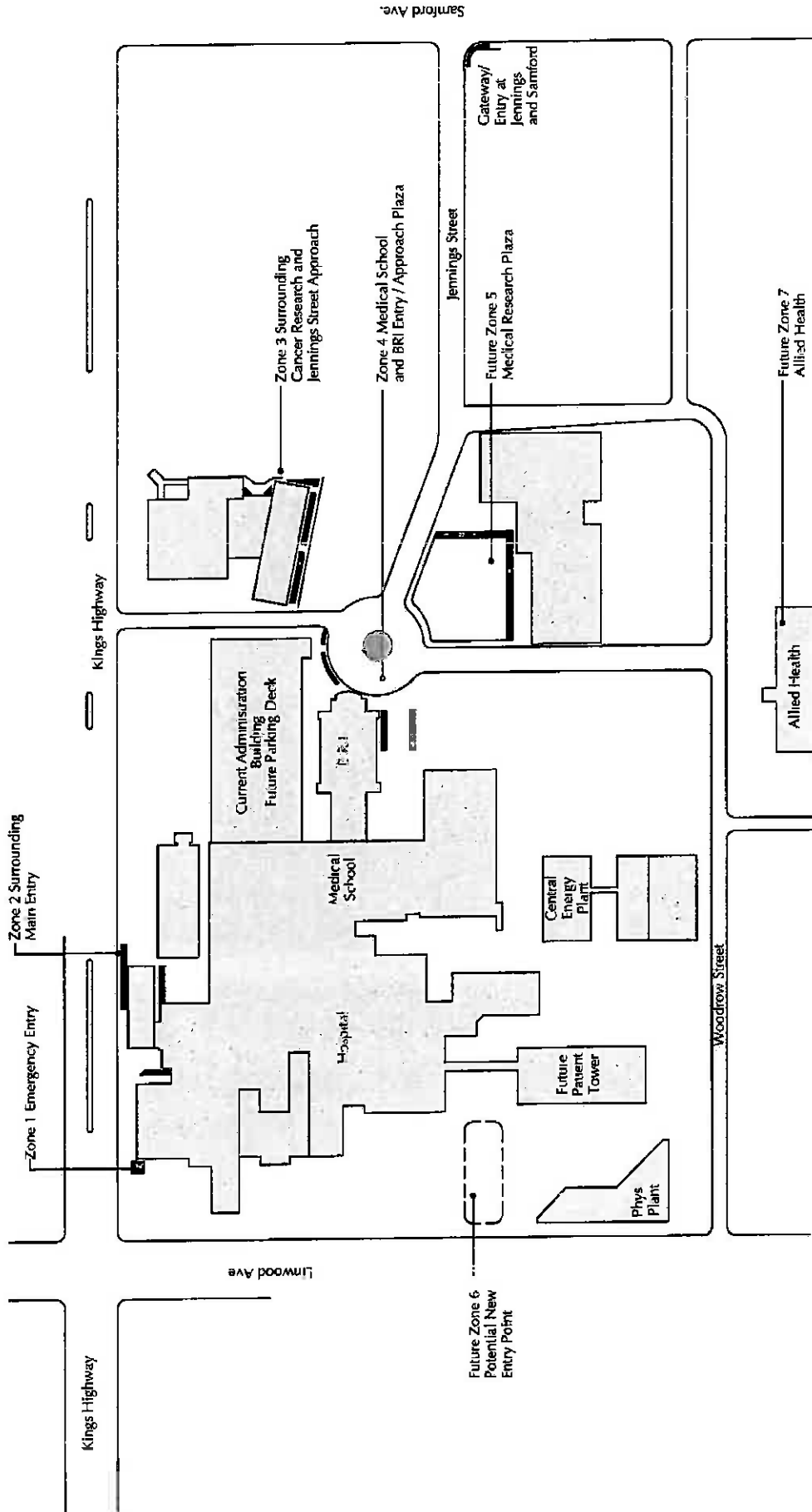


Proposed Academic Entrance with Water Features, Seating Areas and Improved Circulation





# Map of Proposed Water Features



## Vision 2020 Master Facilities Plan



## Hazard Mitigation Plan



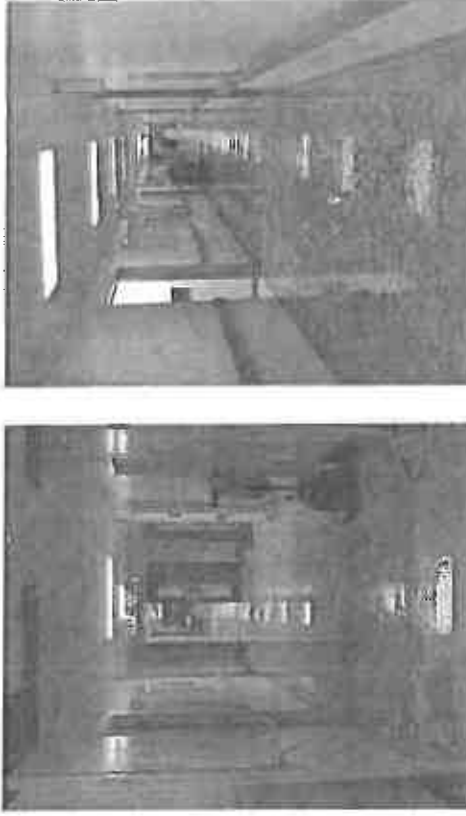
### Flood Water Risks

A major trench runs through the campus to channel stormwater from Bayou Pierre. As pointed out in detail within the InterTech Master Plan, the health sciences center is in a flood plain. Coupled with the bayou runoff and local sewage lift station problems, the campus experiences a number of preventable floods from time to time. The remediation would require stormwater retention ponds and lift station improvements. These are beyond the scope of the Master Facilities Plan (MFP) but certainly impact facilities on campus. Caddo Parish and the City of Shreveport need to prioritize work to increase local stormwater reservoirs to adequately resolve these matters.

A retention pond is necessary to reduce the water surges that originate west and north west of the Ambulatory Care Center and Women's and Children's Clinic. These buildings flood during major rainstorms. The acquisition of lowlands property behind the clinics may be suitable for a significant retention pond with a capacity of 40,000 cubic yards of water. This is necessary in great part due to the lack of ground re-absorption with the nearby US postal service and UPS facilities, which funnel water toward the campus.

By restoring selected concrete/asphalt surface parking areas to green space (e.g. grassy areas), we can improve drainage and absorption in areas across campus.

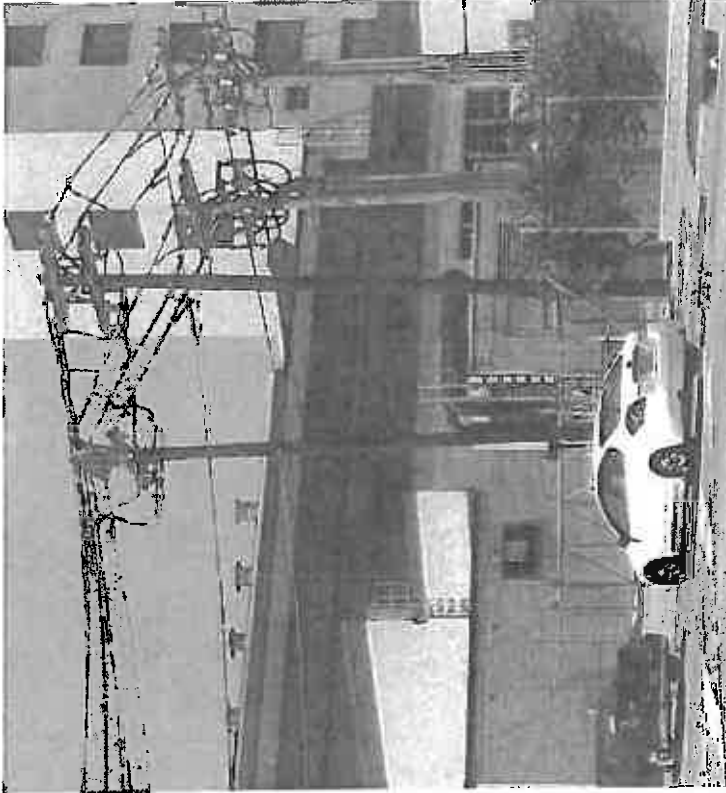
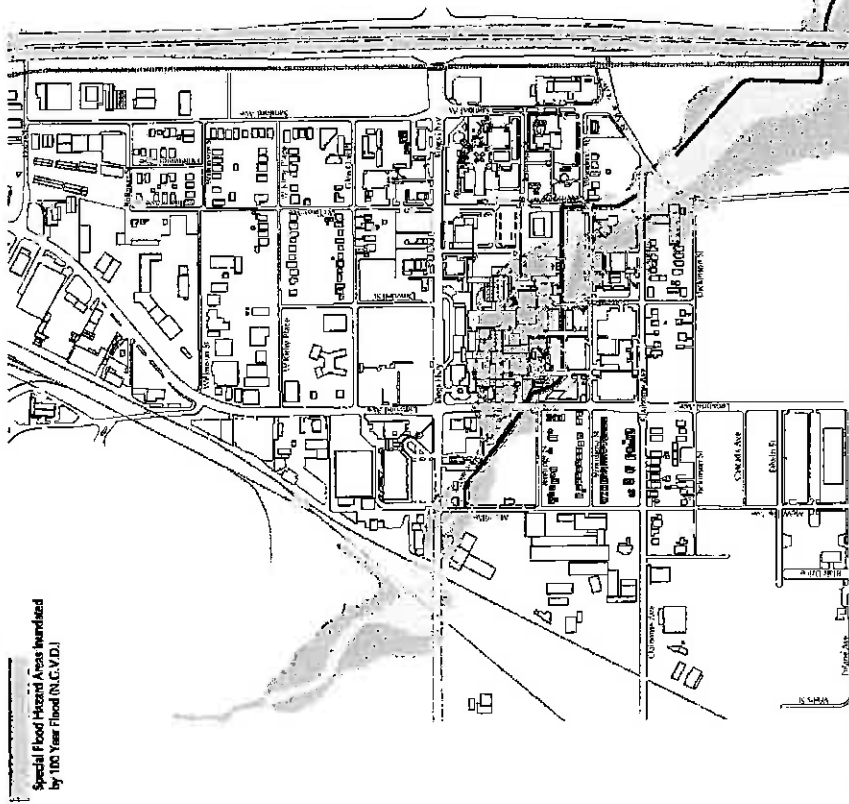
Related to the drainage channel itself, the health science center should consider developing some type of beautification and safety cover or screen to prevent people from accidentally falling into the trench – both when it is full or a drybed. Installing bumper height guardrails would be helpful.





### Electrical Outage and Feeder Location Hazards

The accompanying photo depicts the SWEPCO overhead feeder lines that energize the campus. These poles are located on Linwood Avenue—just south of the Emergency Care Center. To some, this presents the single most critical risk to the campus, if a vehicle were to swerve and strike these poles, a catastrophic loss of power would ensue. The remediation would require LSU Health Shreveport, the city and SWEPCO devise a short and long term plan. A short term plan would entail constructing a temporary bunker around the base of the poles to prevent a direct strike. A long term solution would entail replacing the overhead lines with underground lines in a conduit. These are beyond the scope of the MFP but certainly impact facilities on campus.



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# 07

Projects, Cost Estimates &  
Financing Mechanisms



## Project Listing

There are six types of projects described in the following pages:

- Transformational Projects
- Other Mission Critical Projects – New Construction
- Other Mission Critical Projects –Renovation/Upgrade
- Campus Environment, Utilities and Support Facilities
- Short Term Projects – Expansion/Renovation/Upgrade
- Short Term Projects – Roadways/Parking Areas

The Transformational Projects would change the character of the campus neighborhood and/or overall organization. This group includes LSU, municipal, state and neighboring commercial projects.

Other Mission Critical Projects are those initiatives which are essential for patient care, educational and research missions.

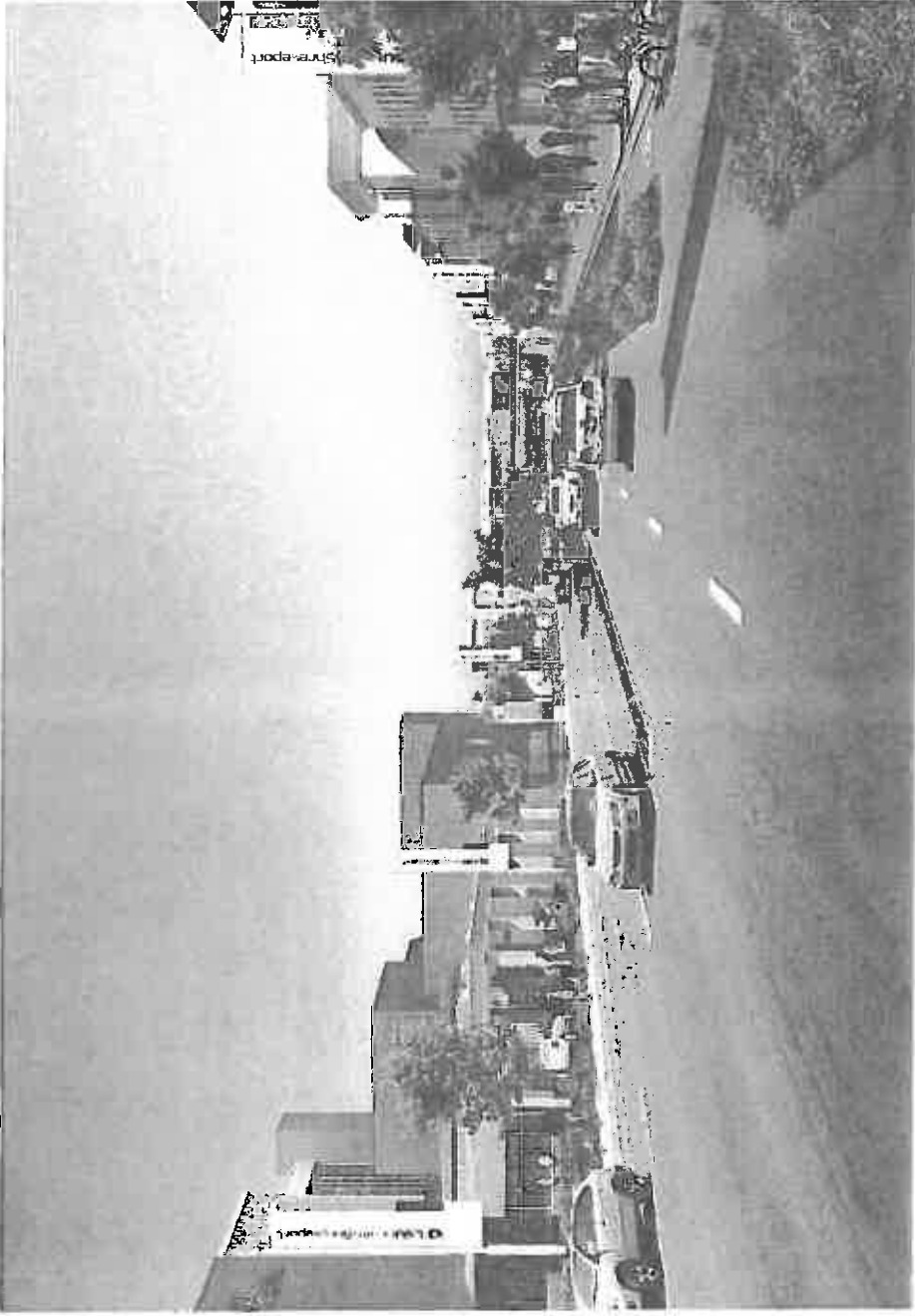
Short Term Projects are generally of an expansion or renovation nature and would improve efficiency or revenue generating capacity.



- T1 Shreveport/Med Health District/Kings Highway Streetscape and Safety Improvements
- T2 Acute Care Patient Tower
- T3 Kings Highway/Linwood Avenue Parking Area and Mixed Use Development
- T4 North Louisiana Forensic Science Center

## Transformational Projects - Underway

ShreveportMed Health District



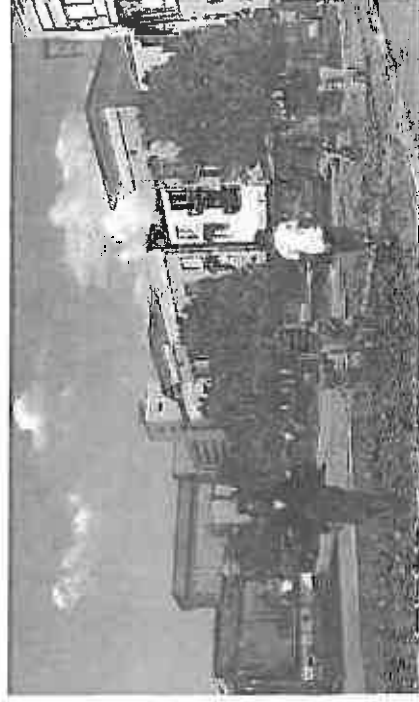
### F1 Kings Highway Streetscape and Safety Improvements

This project entails reviewing the public necessities and the local transportation needs for Shreveport and the Kings Highway area. The project includes reviewing the Kings Highway area for safety and traffic issues, and the Kings Highway area for safety and traffic issues. The project includes reviewing the Kings Highway area for safety and traffic issues, and the Kings Highway area for safety and traffic issues. The project includes reviewing the Kings Highway area for safety and traffic issues, and the Kings Highway area for safety and traffic issues.

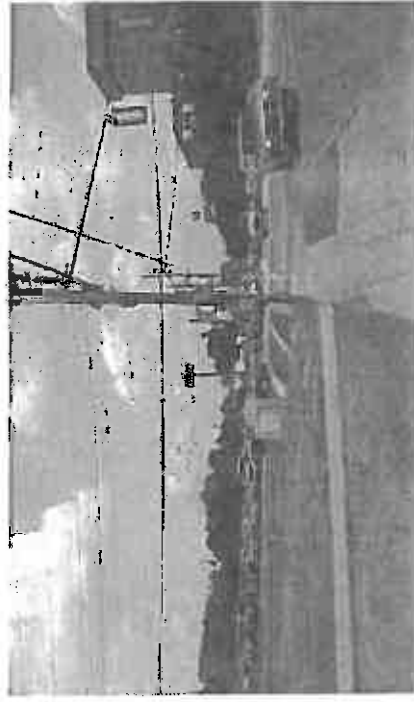
The following Kings Highway images are from the Great Expectations/Shreveport Master Plan:



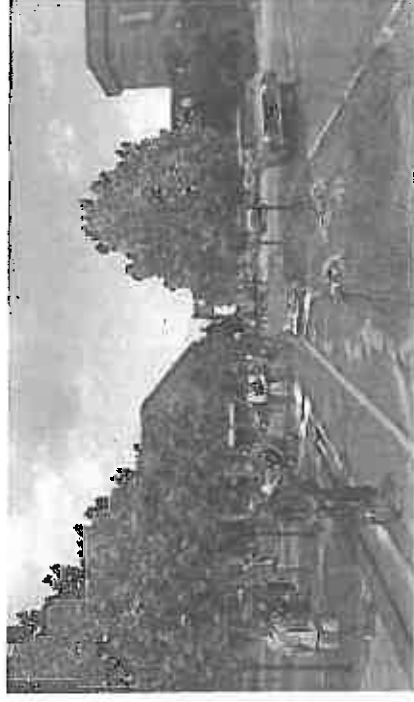
Existing View 1



Proposed View 1



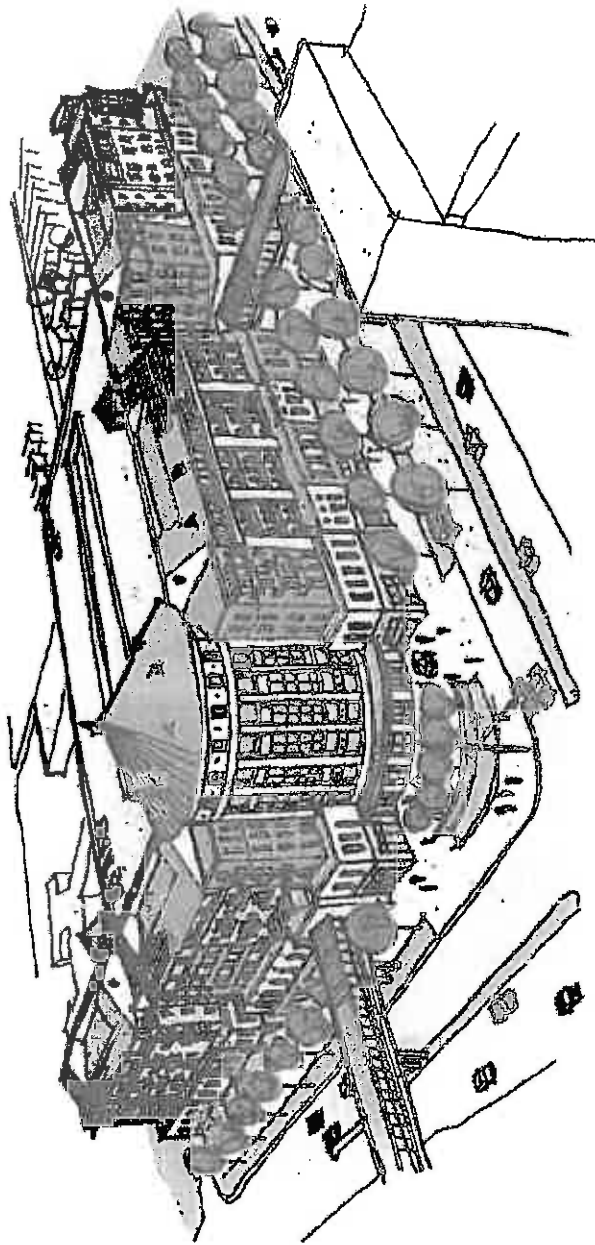
Existing View 2



Proposed View 2







**TE Kings Highway/Linwood Avenue Parking Area and Mixed Use Development**

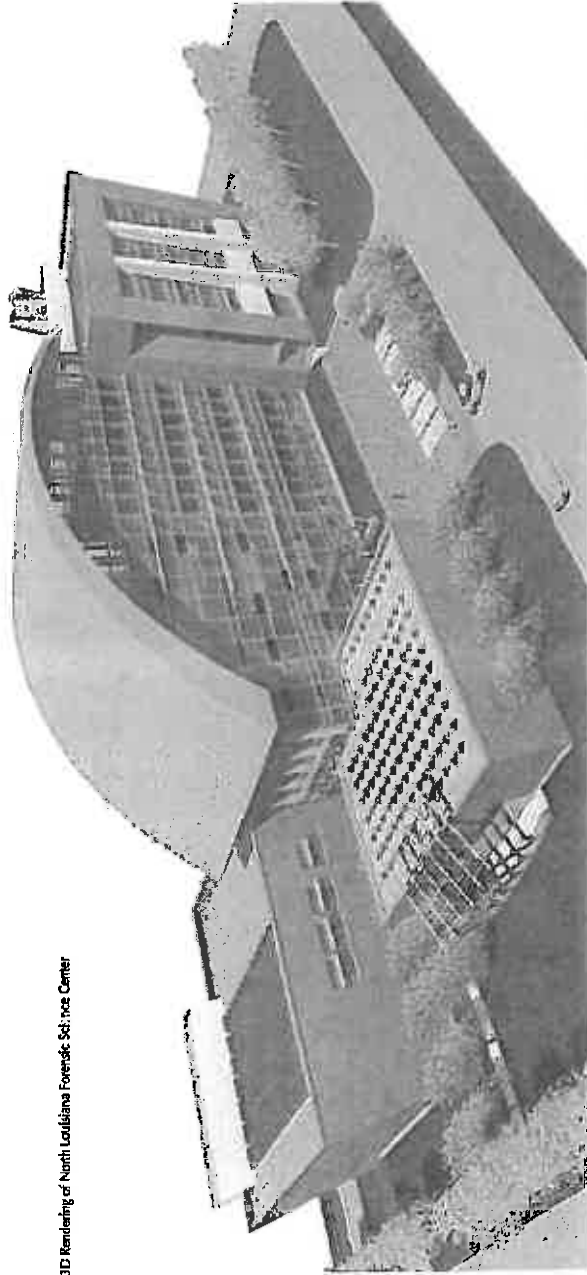
This rendering depicts the proposed Kings Highway/Linwood Avenue parking area and mixed-use development. The project is located at the intersection of Kings Highway and Linwood Avenue, a key transportation corridor in the area. The development includes a large parking structure, a multi-story office building, and a mixed-use building with retail and residential components. The design emphasizes a modern, urban aesthetic with a mix of materials and green spaces. The project is expected to significantly increase the density and vibrancy of the area, providing a mix of housing, work, and leisure options for the community.

The Kings Highway/Linwood Avenue parking area and mixed-use development is a key component of the Vision 2020 Master Facilities Plan. The project is designed to provide a mix of housing, work, and leisure options for the community. The development includes a large parking structure, a multi-story office building, and a mixed-use building with retail and residential components. The design emphasizes a modern, urban aesthetic with a mix of materials and green spaces. The project is expected to significantly increase the density and vibrancy of the area, providing a mix of housing, work, and leisure options for the community.



## Transformational Projects

3D Rendering of North Louisiana Forensic Science Center



### T4 North Louisiana Forensic Science Center (NLFSO)

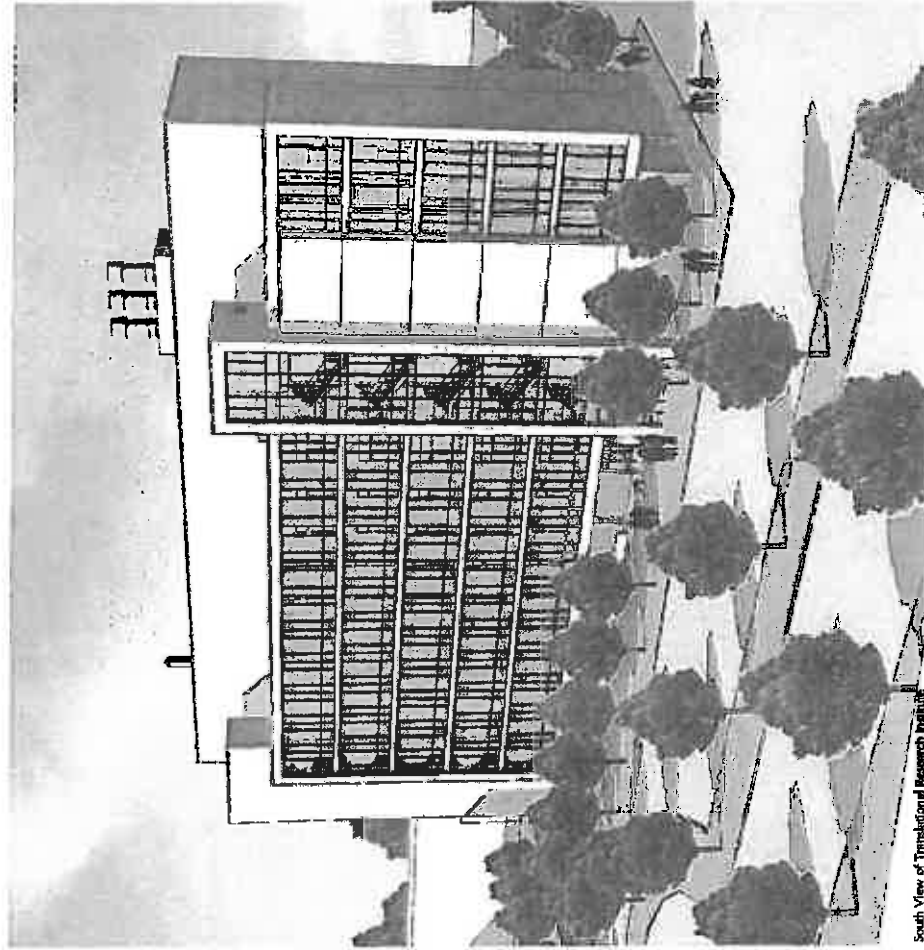
The center will be the largest forensic science facility in Louisiana. The facility will increase the number of forensic scientists, providing a strong workforce to assist the state's law enforcement agencies and the public. The center will also provide a training and research facility for forensic scientists. The center will be a major asset to the state's law enforcement agencies and the public. The center will be a major asset to the state's law enforcement agencies and the public.



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NMCG1	Cancer Center Research Facility
NMCG2	Academic Center I: Biomedical Engineering and Nanotechnology
NMCG3	Academic Center II: Medical Education and Translational Research
NMCG4	Neurosciences Institute and Stroke Center
NMCG5	Cardiovascular Center
NMCG6	Outpatient Center Phase 1: Outpatient Imaging and Surgery
NMCG7	Outpatient Center Phase 2: Eye Care and Pediatric Subspecialty Center
NMCG8	LSU Children's Hospital Inpatient Areas in Partnership with Shriners Hospital for Children
NMCG9	Rehabilitation Hospital
NMCG10	Psychiatric Bed Tower

## Other Mission Critical Projects



### NMCI Cancer Center Research Facility

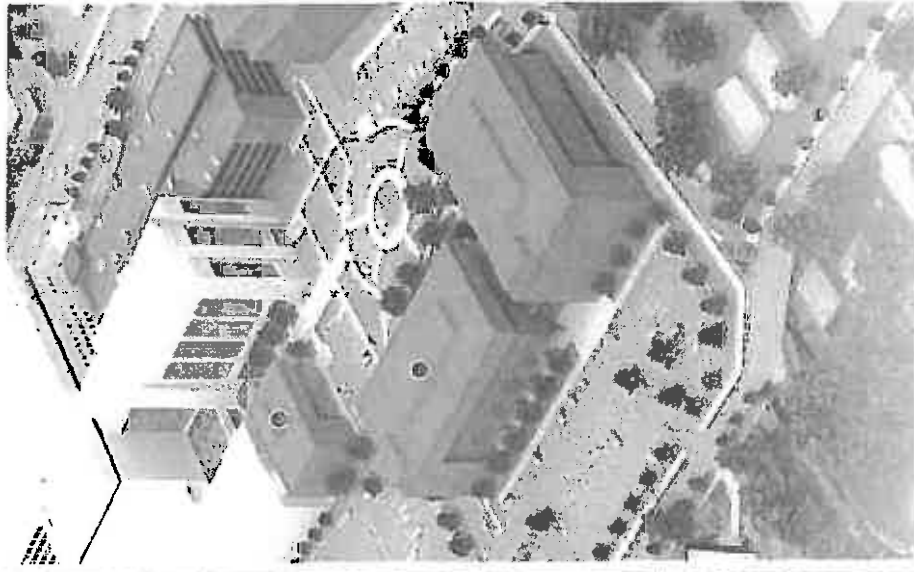
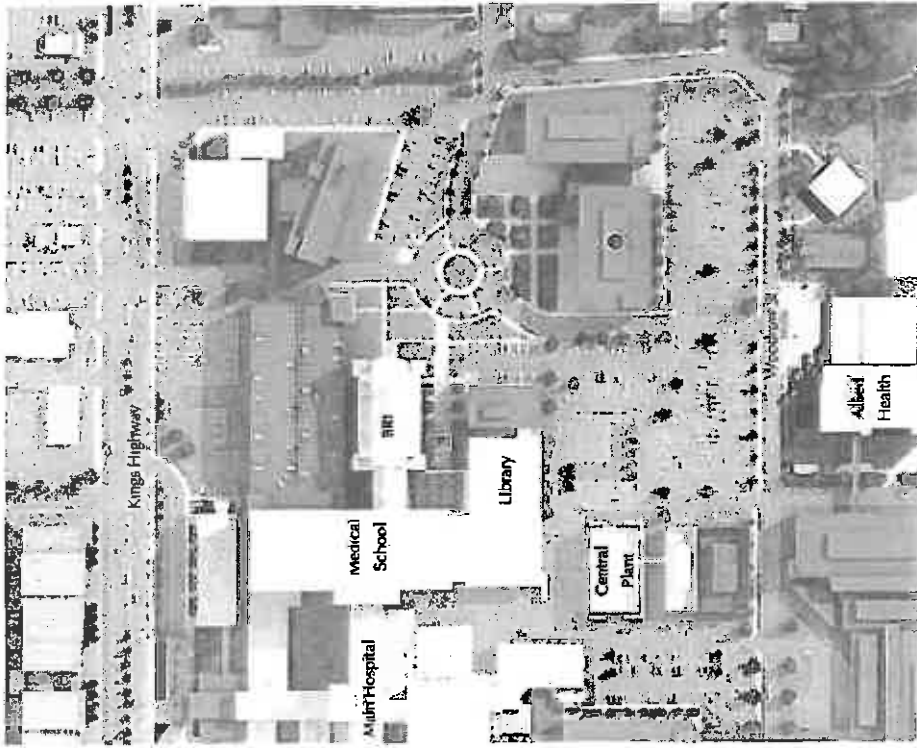
The new cancer research facility, a major addition to the University of Mississippi's Cancer Center, is a 100,000-sq-ft building that will house the state's largest cancer research facility. The facility will house the state's largest cancer research facility, a major addition to the University of Mississippi's Cancer Center.

The facility will house the state's largest cancer research facility, a major addition to the University of Mississippi's Cancer Center. The facility will house the state's largest cancer research facility, a major addition to the University of Mississippi's Cancer Center.

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## Other Mission Critical Projects

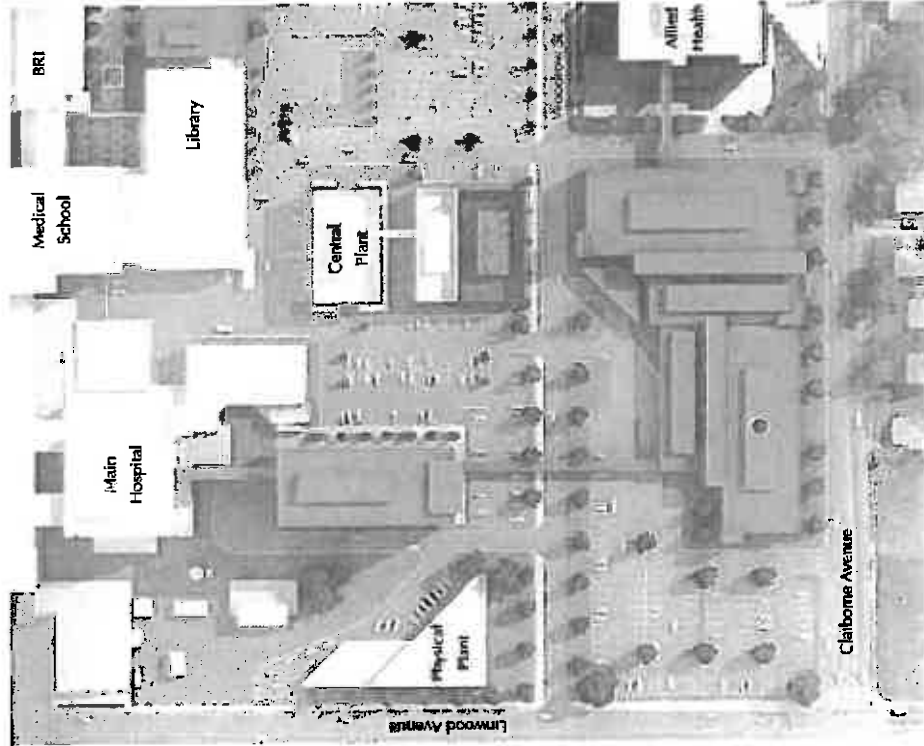


### NMCB Academic Center for Medical Education and Translational Research

- Largest single-story building
- Located on the International Medical Center East/Walton Woods
- Officially opened in August 2011
- Major research building with several scientific laboratories, including a
- Biomedical Research Center for Translational Research
- Located near the University Medical Center, which is the largest medical research facility in the region
- Major research building with several scientific laboratories, including a
- Biomedical Research Center for Translational Research
- Located near the University Medical Center, which is the largest medical research facility in the region
- Major research building with several scientific laboratories, including a
- Biomedical Research Center for Translational Research
- Located near the University Medical Center, which is the largest medical research facility in the region



## Other Mission Critical Projects



**NMCS Cardiovascular Center**

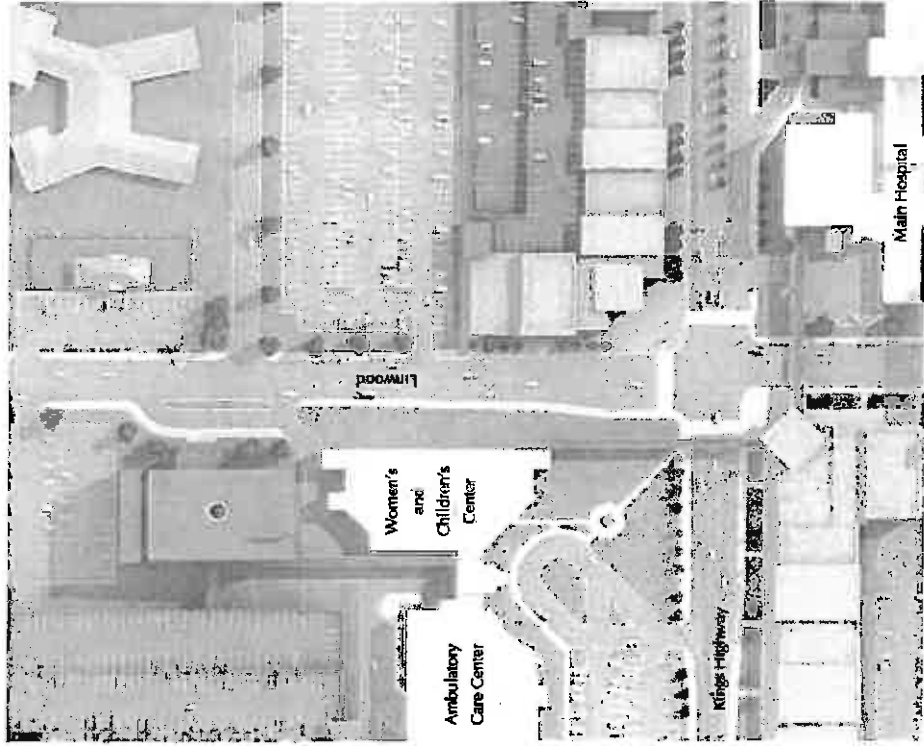
- 200,000 sq ft, 100 beds, 10000 sq ft of parking
- 100,000 sq ft, 100 beds, 10000 sq ft of parking
- 100,000 sq ft, 100 beds, 10000 sq ft of parking
- 100,000 sq ft, 100 beds, 10000 sq ft of parking
- 100,000 sq ft, 100 beds, 10000 sq ft of parking
- 100,000 sq ft, 100 beds, 10000 sq ft of parking

ES: Dallas, TX | 2012 | 100,000 sq ft | 100 beds | 10000 sq ft of parking



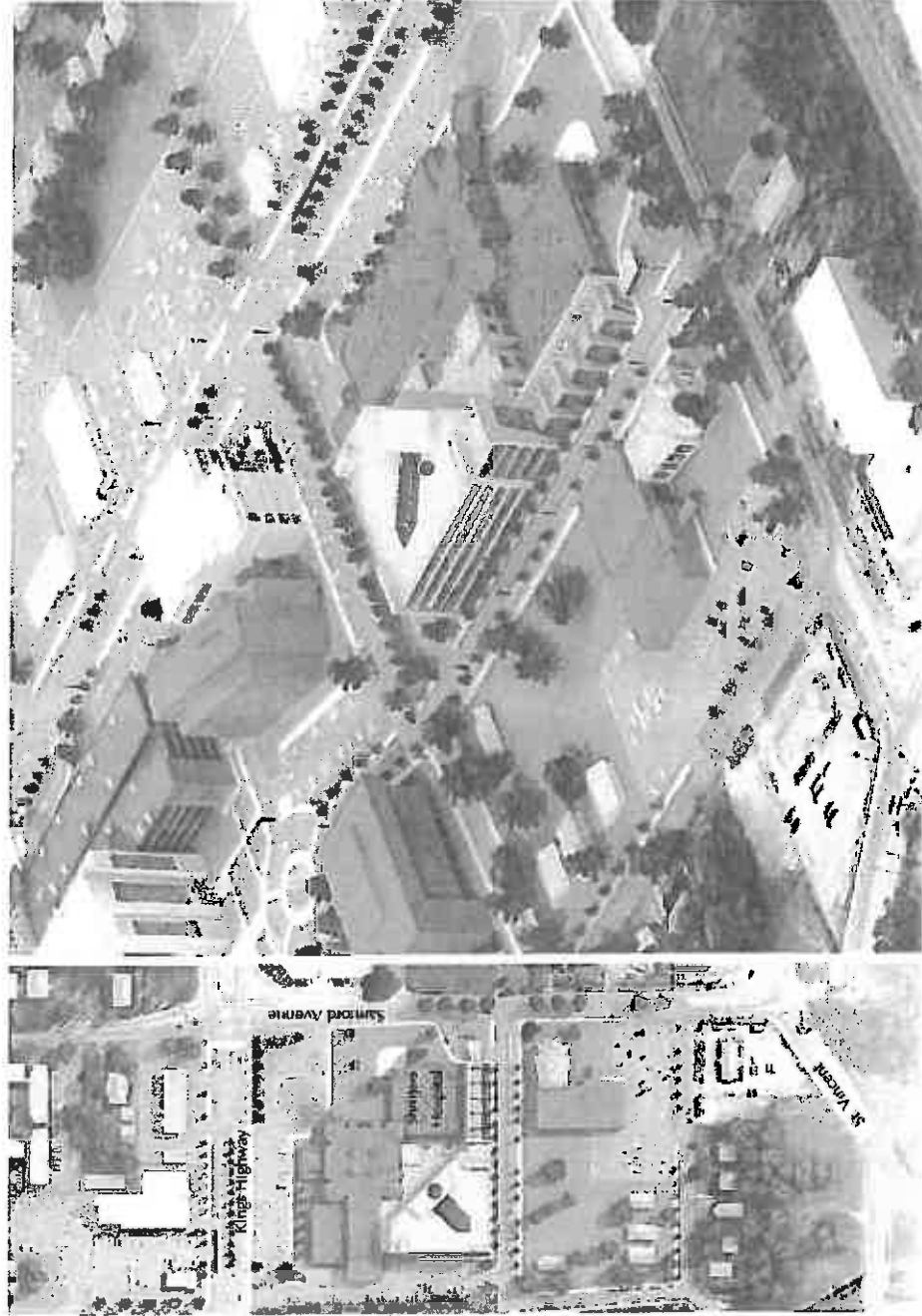


## Other Mission Critical Projects



### NMIC7 Outpatient Center Phase 2: Eye Care and Pediatric Specialty Center

- 1,000+ square feet of new (NMAC) (2010) space in King's Highway
- Construction started in Winter 2011
- Provided a new space for the Eye Center with the first 1000 sq ft of space
- Provided a new space for the Pediatric Specialty Center with the first 1000 sq ft of space
- Provided a new space for the Eye Center with the first 1000 sq ft of space
- Provided a new space for the Pediatric Specialty Center with the first 1000 sq ft of space
- Provided a new space for the Eye Center with the first 1000 sq ft of space
- Provided a new space for the Pediatric Specialty Center with the first 1000 sq ft of space

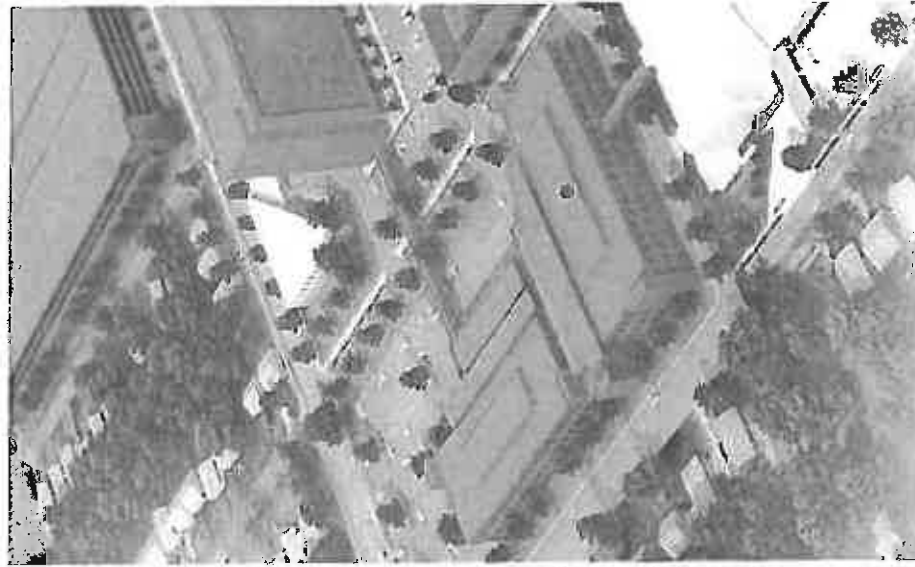
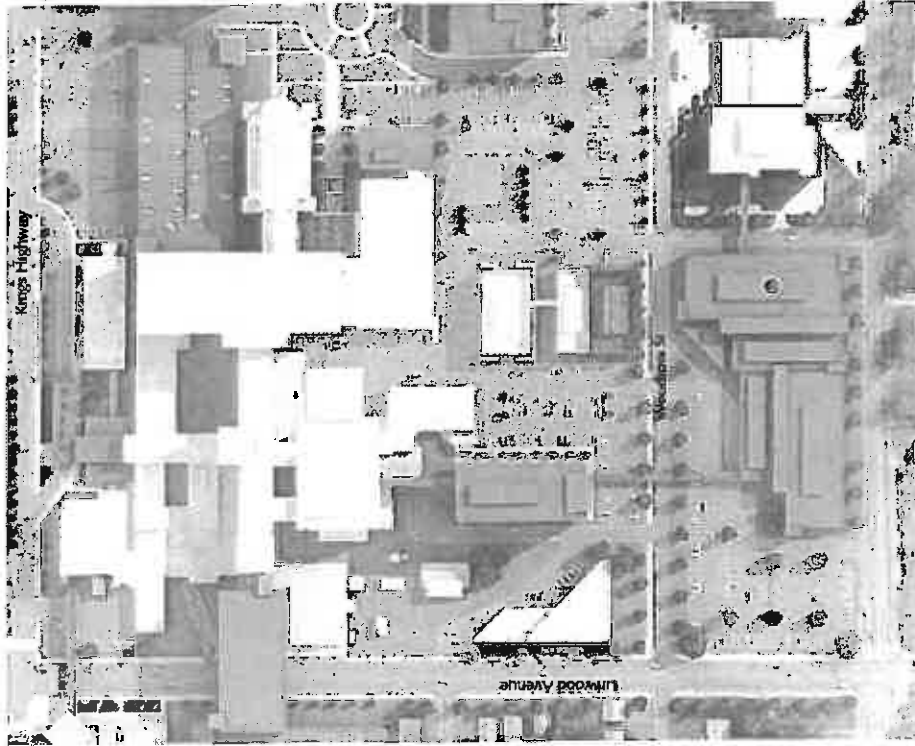


**NCM8**  
**LSU Children's Hospital**  
**Inpatient Areas in Partnership with**  
**Shriners Hospital for Children**

- Inpatient Areas in Partnership with Shriners Hospital for Children
- The project will include a 100,000 sq ft inpatient unit, including 300 beds, a 24-hour emergency department, and a 24-hour urgent care center. The project will also include a 24-hour ambulatory surgery center, a 24-hour diagnostic imaging center, and a 24-hour laboratory.
- The project will include a 24-hour ambulatory surgery center, a 24-hour diagnostic imaging center, and a 24-hour laboratory.
- The project will include a 24-hour ambulatory surgery center, a 24-hour diagnostic imaging center, and a 24-hour laboratory.

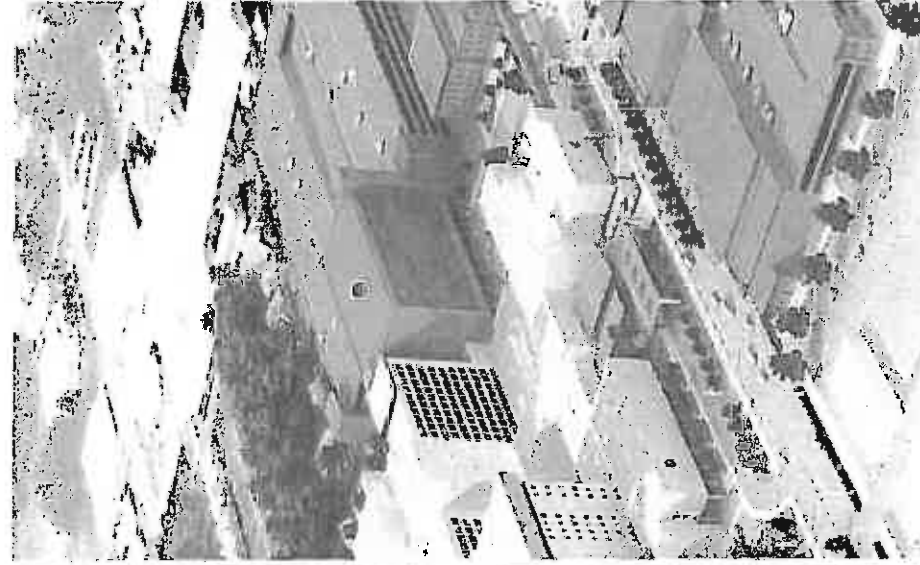
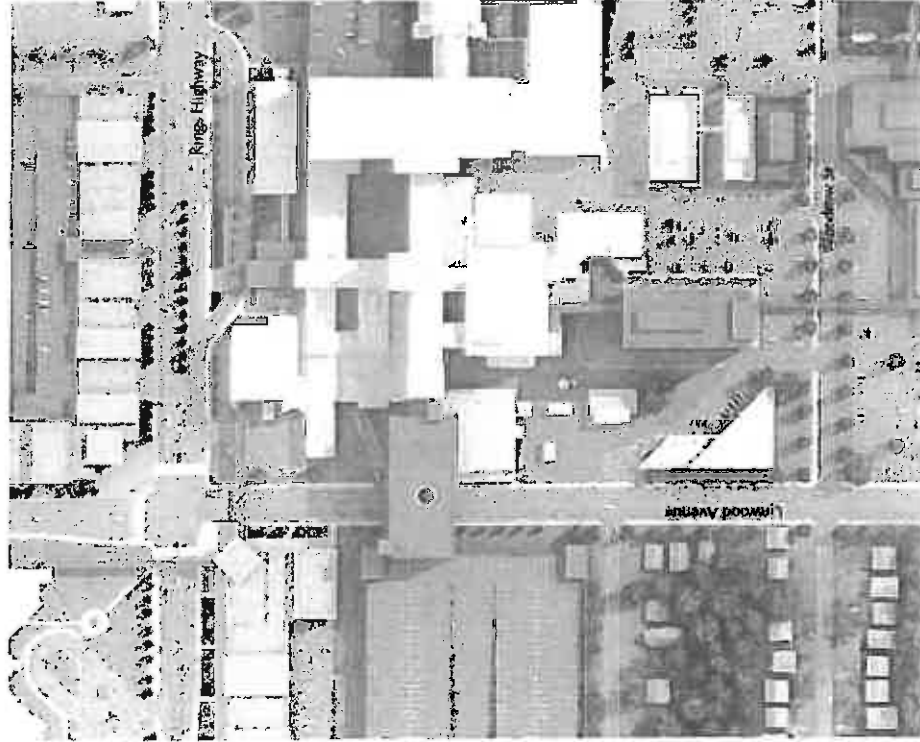
Estimated Construction Cost: \$100,000,000

## Other Mission Critical Projects



### NIMC9 Renovation Hospital

- High quality, high visibility
- Located near the intersection of Woodward Street and Littlewood Street
- 300 beds
- Since construction (by the local) will be in progress, it will be completed by the end of 2013 and the hospital will be ready to operate
- Located near the central intersection of Woodward Street and Littlewood Street
- This is the only hospital in the area that is currently operating
- This is the only hospital in the area that is currently operating
- This is the only hospital in the area that is currently operating
- This is the only hospital in the area that is currently operating



### NMCI O Psychiatric Bed Tower

- 100 beds, 24-hour care
- Specialized psychiatric services
- 24-hour care
- Multi-level design, ground floor, 2nd floor, 3rd floor, 4th floor, 5th floor, 6th floor, 7th floor, 8th floor, 9th floor, 10th floor, 11th floor, 12th floor, 13th floor, 14th floor, 15th floor, 16th floor, 17th floor, 18th floor, 19th floor, 20th floor, 21st floor, 22nd floor, 23rd floor, 24th floor, 25th floor, 26th floor, 27th floor, 28th floor, 29th floor, 30th floor, 31st floor, 32nd floor, 33rd floor, 34th floor, 35th floor, 36th floor, 37th floor, 38th floor, 39th floor, 40th floor, 41st floor, 42nd floor, 43rd floor, 44th floor, 45th floor, 46th floor, 47th floor, 48th floor, 49th floor, 50th floor, 51st floor, 52nd floor, 53rd floor, 54th floor, 55th floor, 56th floor, 57th floor, 58th floor, 59th floor, 60th floor, 61st floor, 62nd floor, 63rd floor, 64th floor, 65th floor, 66th floor, 67th floor, 68th floor, 69th floor, 70th floor, 71st floor, 72nd floor, 73rd floor, 74th floor, 75th floor, 76th floor, 77th floor, 78th floor, 79th floor, 80th floor, 81st floor, 82nd floor, 83rd floor, 84th floor, 85th floor, 86th floor, 87th floor, 88th floor, 89th floor, 90th floor, 91st floor, 92nd floor, 93rd floor, 94th floor, 95th floor, 96th floor, 97th floor, 98th floor, 99th floor, 100th floor
- 100 beds, 24-hour care
- Specialized psychiatric services
- 24-hour care
- Multi-level design, ground floor, 2nd floor, 3rd floor, 4th floor, 5th floor, 6th floor, 7th floor, 8th floor, 9th floor, 10th floor, 11th floor, 12th floor, 13th floor, 14th floor, 15th floor, 16th floor, 17th floor, 18th floor, 19th floor, 20th floor, 21st floor, 22nd floor, 23rd floor, 24th floor, 25th floor, 26th floor, 27th floor, 28th floor, 29th floor, 30th floor, 31st floor, 32nd floor, 33rd floor, 34th floor, 35th floor, 36th floor, 37th floor, 38th floor, 39th floor, 40th floor, 41st floor, 42nd floor, 43rd floor, 44th floor, 45th floor, 46th floor, 47th floor, 48th floor, 49th floor, 50th floor, 51st floor, 52nd floor, 53rd floor, 54th floor, 55th floor, 56th floor, 57th floor, 58th floor, 59th floor, 60th floor, 61st floor, 62nd floor, 63rd floor, 64th floor, 65th floor, 66th floor, 67th floor, 68th floor, 69th floor, 70th floor, 71st floor, 72nd floor, 73rd floor, 74th floor, 75th floor, 76th floor, 77th floor, 78th floor, 79th floor, 80th floor, 81st floor, 82nd floor, 83rd floor, 84th floor, 85th floor, 86th floor, 87th floor, 88th floor, 89th floor, 90th floor, 91st floor, 92nd floor, 93rd floor, 94th floor, 95th floor, 96th floor, 97th floor, 98th floor, 99th floor, 100th floor

Estimated Construction Cost: \$100,000,000

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RM1C1	Kings Highway Hospital Entryway Phase I: Vendor Control/Lighting
RM1C2	Kings Highway Hospital Entryway Phase II: Driveway – Renovation
RM1C3	Hospital Inpatient Areas: Critical Care and Semi-Private Room Conversion
RM1C4	Parkview Center Meeting and Backfill Administrative Space

## Other Mission Critical Projects



### RVCI Kings Highway Hospital Entryway Phase I Vendor Control/Lighting

One of the major goals of the hospital master plan is to improve the patient and visitor experience. The new entryway, located on Kings Highway, will provide a more welcoming and secure environment for patients and visitors. The new entryway will include a variety of lighting and security features, including:
 

- Improved lighting for safety and security
- Enhanced security measures, including cameras and access control
- Improved wayfinding and signage
- Enhanced accessibility for all users
- Improved overall appearance and curb appeal

The new entryway will be a key component of the hospital's overall security and safety program. It will provide a more secure and welcoming environment for patients and visitors, and will help to improve the hospital's overall reputation and performance.

Spencer Schalk - RVCI





## Other Mission Critical Projects

### Critical Care Area Improvement and Optimization

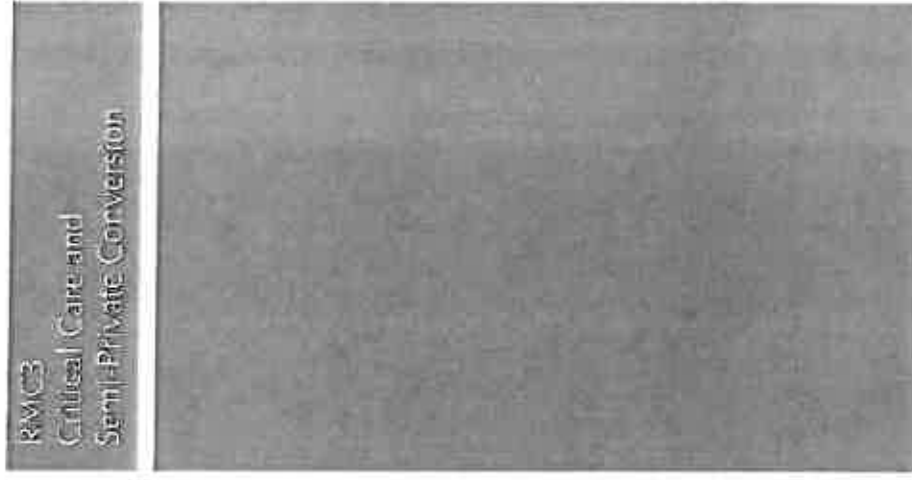
This project entails reorganizing intensive care units and creating safer single occupancy rooms. The principal units affected would be the Surgical ICU and Neuro ICU. Two of the major benefits of this project include establishment of a dedicated CCU or Cardiac ICU as well as expanded beds for the trauma center. No architect has been selected for this initiative yet. The estimated cost is \$11 million. Above the emergency department, which might house a new burn center and trauma ICU.

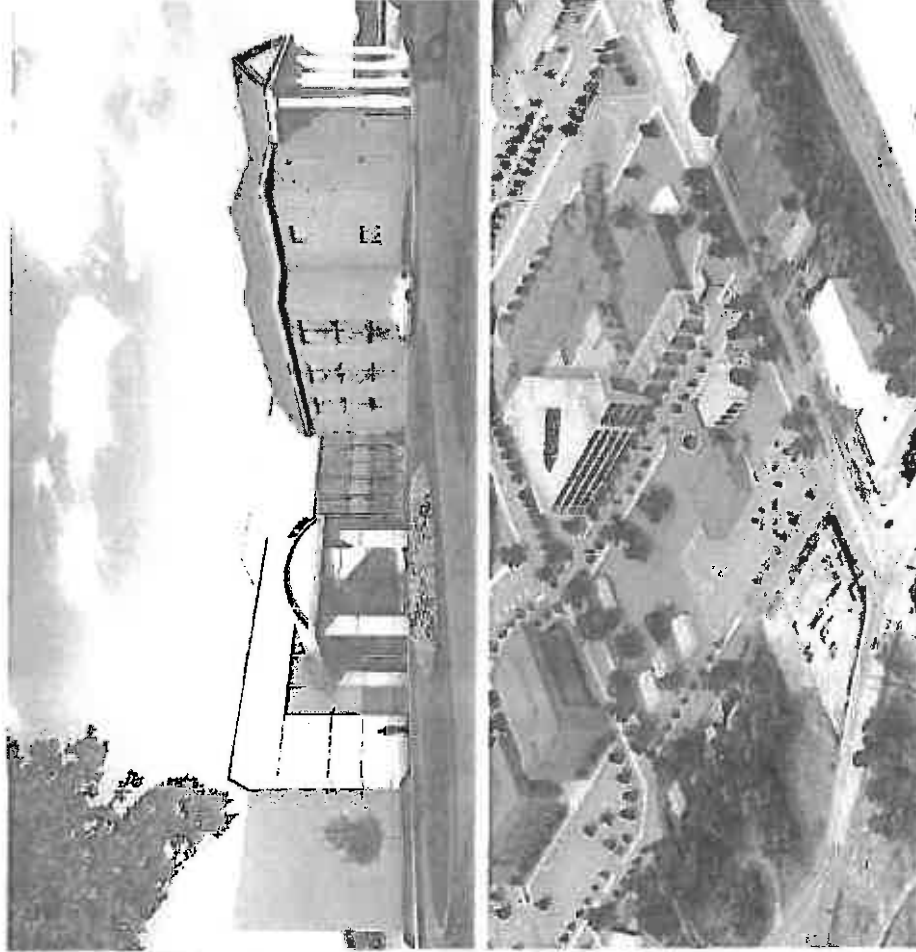
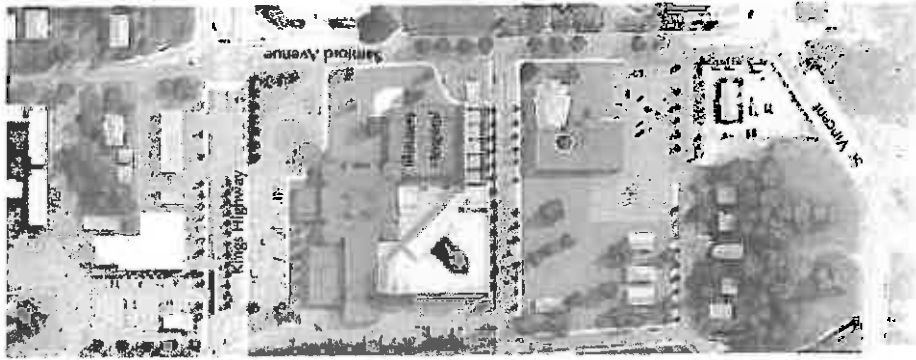
### Hospital Semi-Private Room Conversion

This project entails converting inpatient psychiatric rooms to use for medical/surgical patient use. Benefits of this project include reducing the queuing for inpatient beds. At this time the status of the project is underway. Funding was approved in August 2012 to renovate the following units. The projected completion date is October 2012. We are hoping to place Replacement inpatient psychiatric beds in service at EA Conway Medical Center during the Spring of 2013.

Recognizing the changes in health care delivery and financing, two other needs include:

- \* The development of an expanded 23 hour / clinical decision / observation unit - this could be adjacent to the Emergency Care Center, possibly in subacute space in the burn center or in another underutilized patient care location
- \* Expansion of the Neurocritical Care Unit by 2-4 beds to accommodate non-surgical neuro / stroke patients





**RMC4**  
**Parkview Center II: Meeting and Backfill Administrative Space**

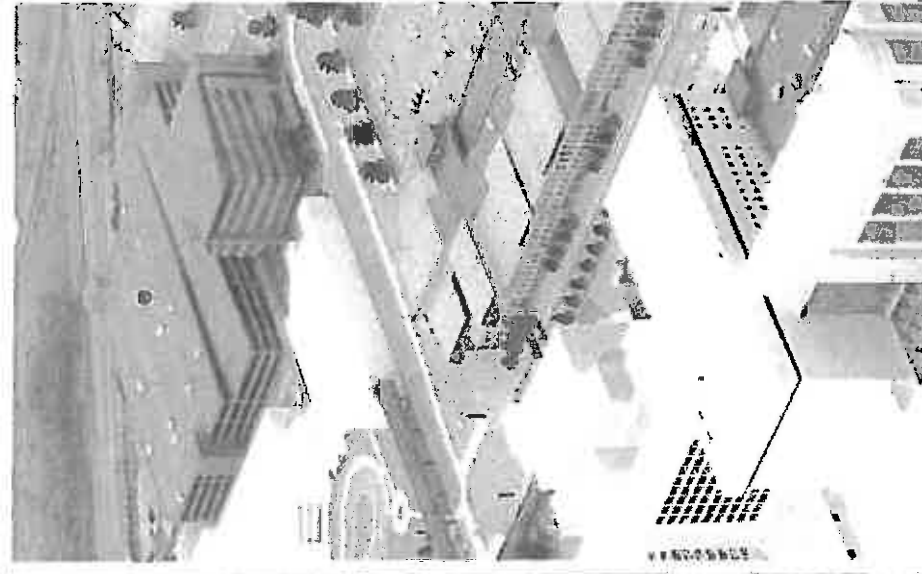
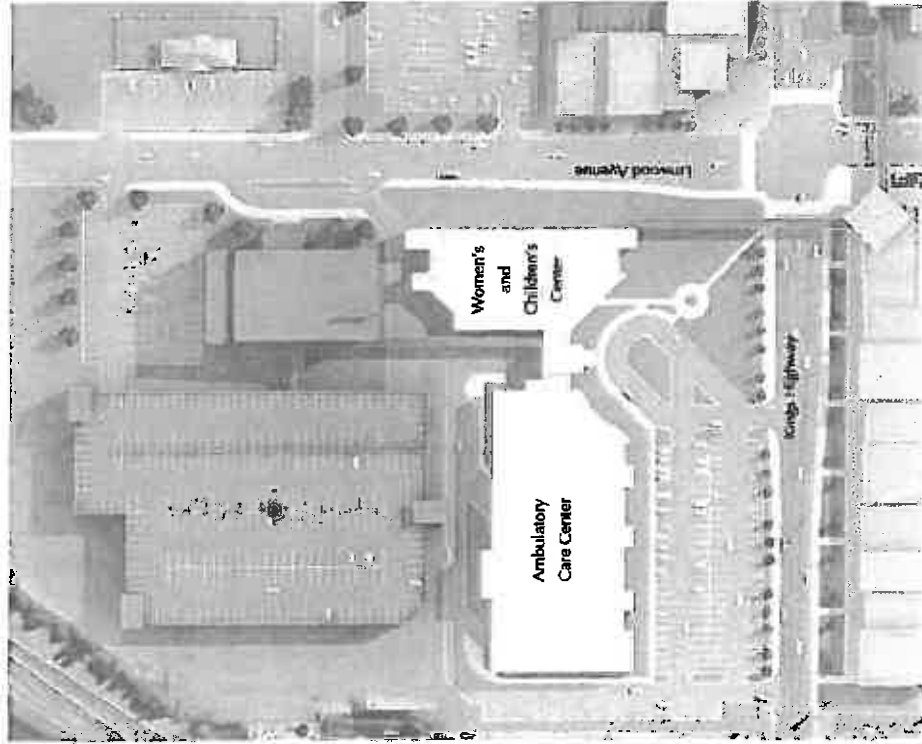
Proposed center building to house meeting space and administrative offices. The building will be a multi-story structure with a modern design. The building will be located on the east side of the campus, near the existing administrative buildings. The building will be approximately 100,000 square feet in size. The building will be designed to provide a high-quality meeting and administrative space for the university. The building will be designed to be energy efficient and sustainable. The building will be designed to be accessible to all users. The building will be designed to be secure and safe. The building will be designed to be aesthetically pleasing. The building will be designed to be a landmark building on the campus. The building will be designed to be a symbol of the university's commitment to excellence. The building will be designed to be a source of pride for the university community. The building will be designed to be a source of inspiration for the university community. The building will be designed to be a source of hope for the university community. The building will be designed to be a source of strength for the university community. The building will be designed to be a source of courage for the university community. The building will be designed to be a source of faith for the university community. The building will be designed to be a source of love for the university community. The building will be designed to be a source of peace for the university community. The building will be designed to be a source of joy for the university community. The building will be designed to be a source of life for the university community. The building will be designed to be a source of hope for the university community. The building will be designed to be a source of strength for the university community. The building will be designed to be a source of courage for the university community. The building will be designed to be a source of faith for the university community. The building will be designed to be a source of love for the university community. The building will be designed to be a source of peace for the university community. The building will be designed to be a source of joy for the university community. The building will be designed to be a source of life for the university community.

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CEUS1	Parking Deck: Ambulatory/ Outpatient Center
CEUS2	Parking Deck: Medical School/ Center Center
CEUS3	Parking Deck: Main Hospital
CEUS4	Central Plant Expansion
CEUS5	Kings and Linwood Overhead Pedestrian Crossing
CEUS6	Cancer Center Pedestrian Crossing
CEUS7	Warehouse Relocation to Old Cheswyland Facility
CEUS8	Wellness Center
CEUS9	Third Party Child Care

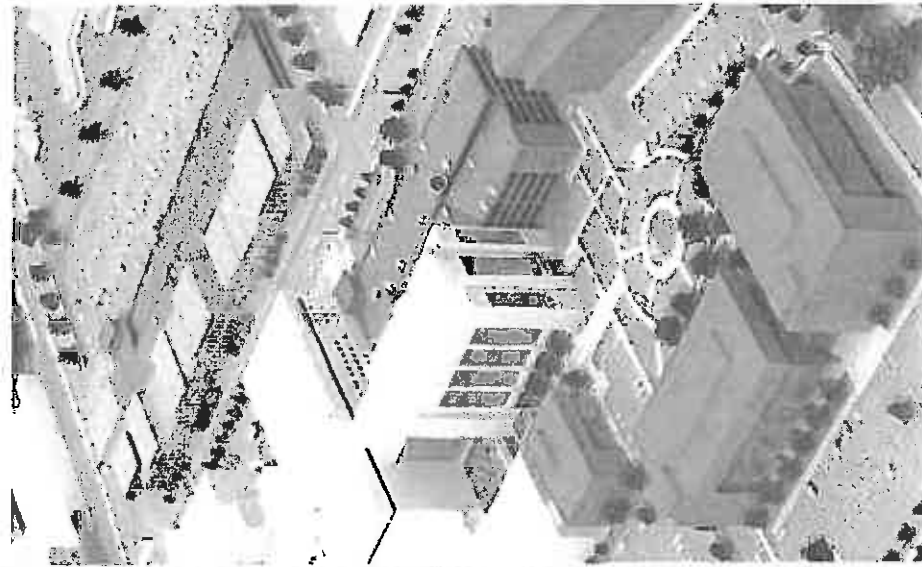
## Other Mission Critical Projects



### CIUSI Parking Deck Ambulatory/Outpatient Center

- 1,100,000 sq. ft. (2014)
- Location: Health Services Center (HSC) - Outpatient (Women's and Children's Center)
- Structure: 10-story, 100,000 sq. ft. (2014) - 100,000 sq. ft. (2014) - 100,000 sq. ft. (2014)
- The design of the building is centered around a central atrium, providing a high-quality, modern environment for patients and staff.
- The building is designed to be a model of energy efficiency and sustainability.

Spencer & Guthrie



### GEUS2 Parking Deck: Medical School/Cancer Center

#### Introduction

#### Location: (Map: 2012/01/01)

The location of this parking deck is in an area that is currently undeveloped and is a high-traffic area.

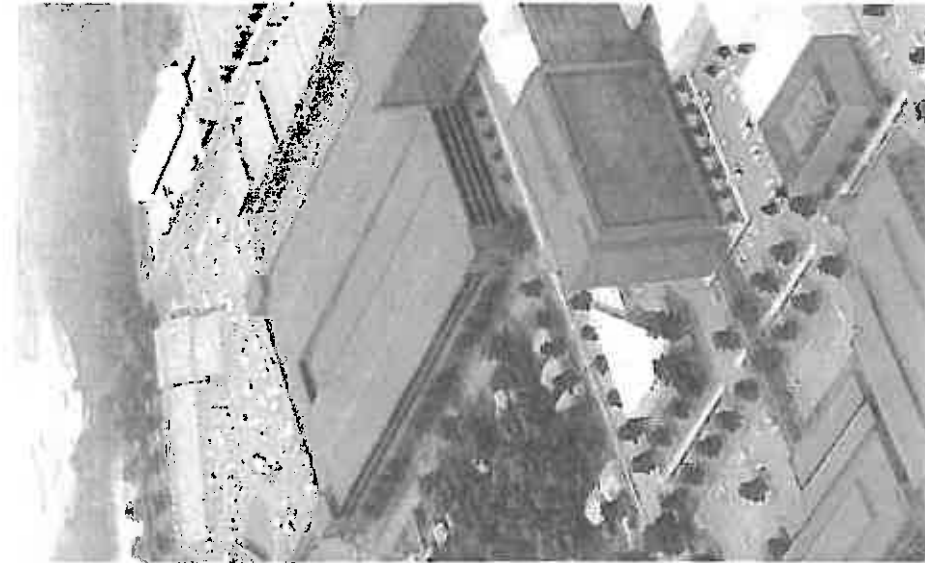
This location is convenient to the main campus and is easily accessible for the general public. It is also easily accessible for the medical school faculty.

The location of this parking deck is in an area that is currently undeveloped and is a high-traffic area.

This location is convenient to the main campus and is easily accessible for the general public. It is also easily accessible for the medical school faculty.

The location of this parking deck is in an area that is currently undeveloped and is a high-traffic area.

## Other Mission Critical Projects



### CEUS3 Parking Decks Main Hospital

- 100,000 sq ft of parking
- 100,000 sq ft of parking
- 100,000 sq ft of parking
- 100,000 sq ft of parking
- 100,000 sq ft of parking
- 100,000 sq ft of parking

Estimated Total Project Cost: \$100,000,000





## Vision 2020 Master Facilities Plan

## Other Mission Critical Projects

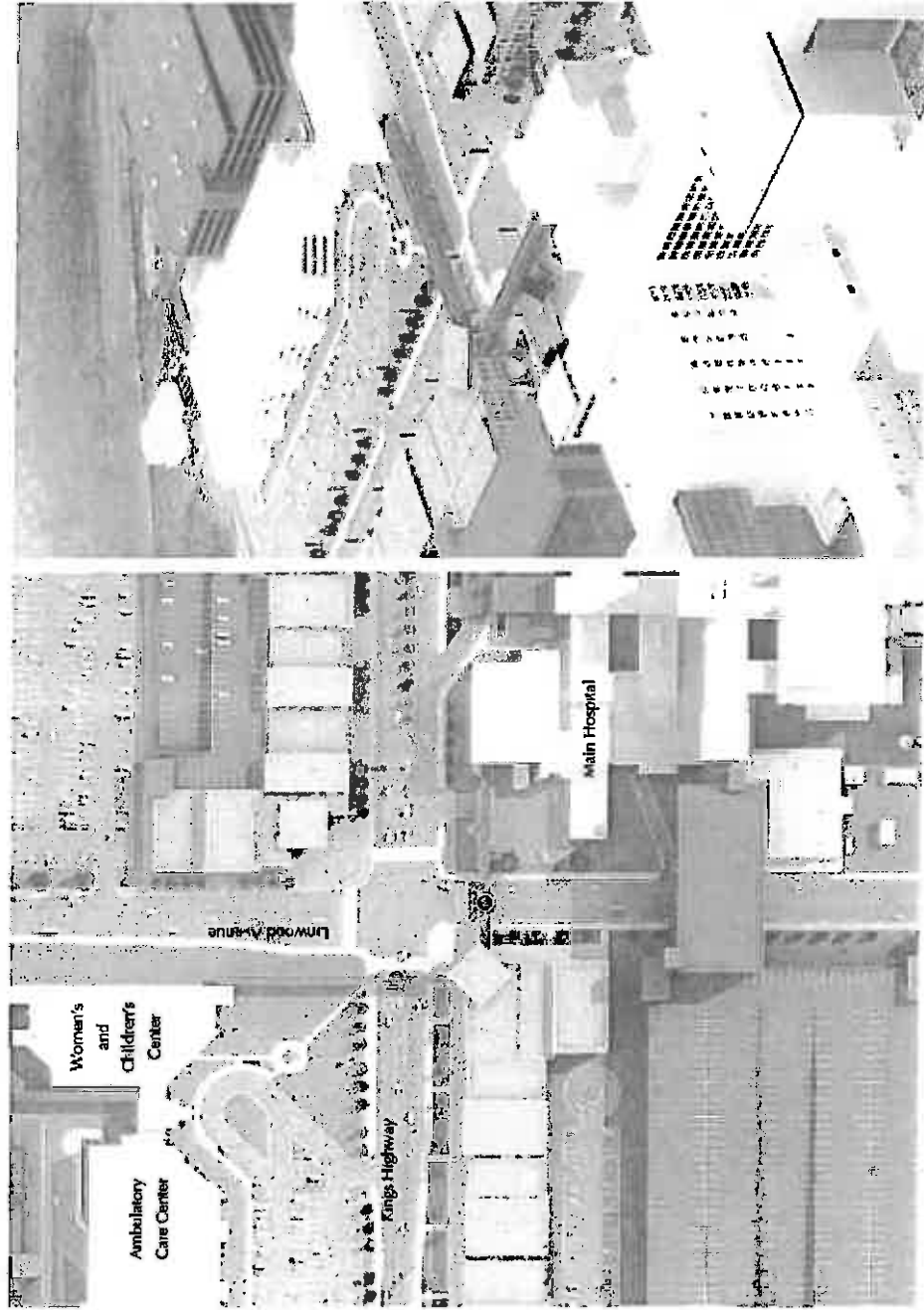


**CEUSI**  
**Central Plant Expansion**

- High capacity for
- Utilization of various steam capabilities (High, Medium, Central, Base)
- Security related infrastructure, security projects, and other projects, all in the same area
- Savings of utility billings, on campus from other
- Utilization of various water supply facilities, high capacity, distributed, equipment, and the same, on the same, security, utility, and other

continued from slide 128

## Other Mission Critical Projects



### CEUS55

## Kings and Linwood Overhead Pedestrian Crossing

- City initiative
- Overhead pedestrian crossing the Hospital, Women's and Children's Center, and the Ambulatory Care Center
- Improves flow and staff safety by eliminating the need to cross streets through traffic and through 2000+ vehicles
- Greater campus life: Health Shreveport, one of the largest hospitals in the region, and the largest multi-specialty medical group in the South

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### CEUSG Cancer Center Pedestrian Crossing

- **Site Location**
- **Project Description**
- **Project Goals**
- **Project Timeline**
- **Project Budget**
- **Project Risks**
- **Project Benefits**

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## Other Mission Critical Projects



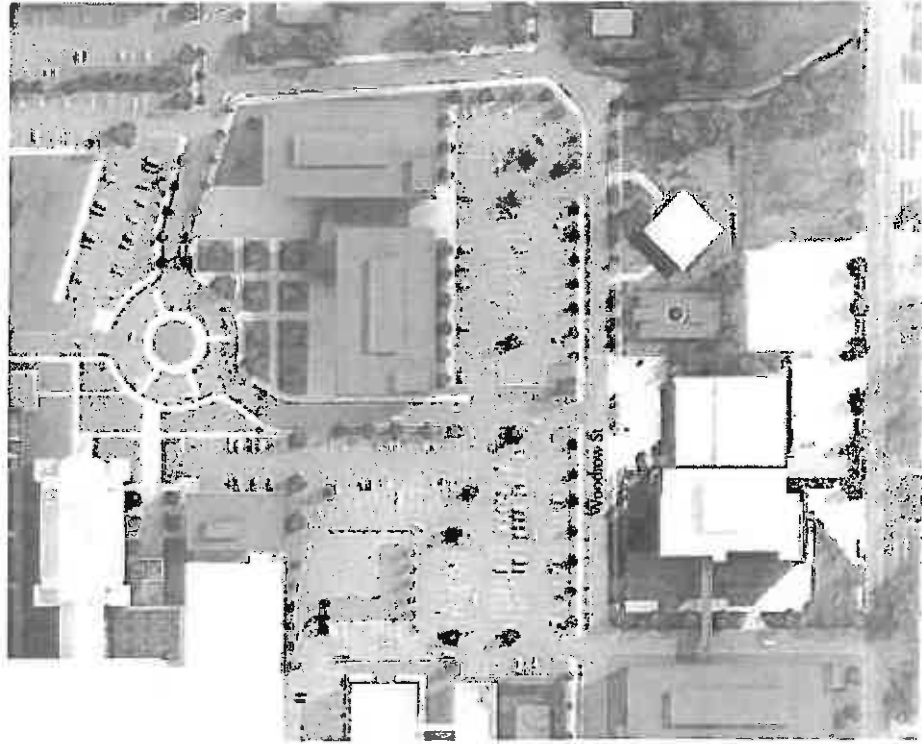
### CEUS7 Warehouse Relocation to Old Chevyland Facility

- Relocate existing facility to new location
- Warehouse Relocation is currently in progress. The new facility is being constructed on the old Chevyland Facility site.
- The new facility will be a much larger facility than the existing facility. It will be a much larger facility than the existing facility.
- The new facility will be a much larger facility than the existing facility. It will be a much larger facility than the existing facility.
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Relocation of existing facility to new location

## Vision 2020 Master Facilities Plan

## Other Mission Critical Projects

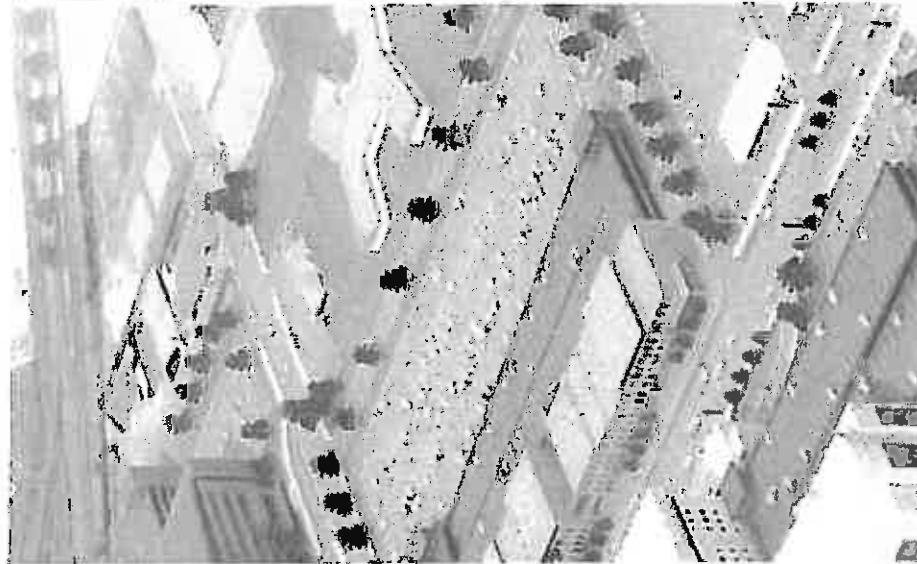
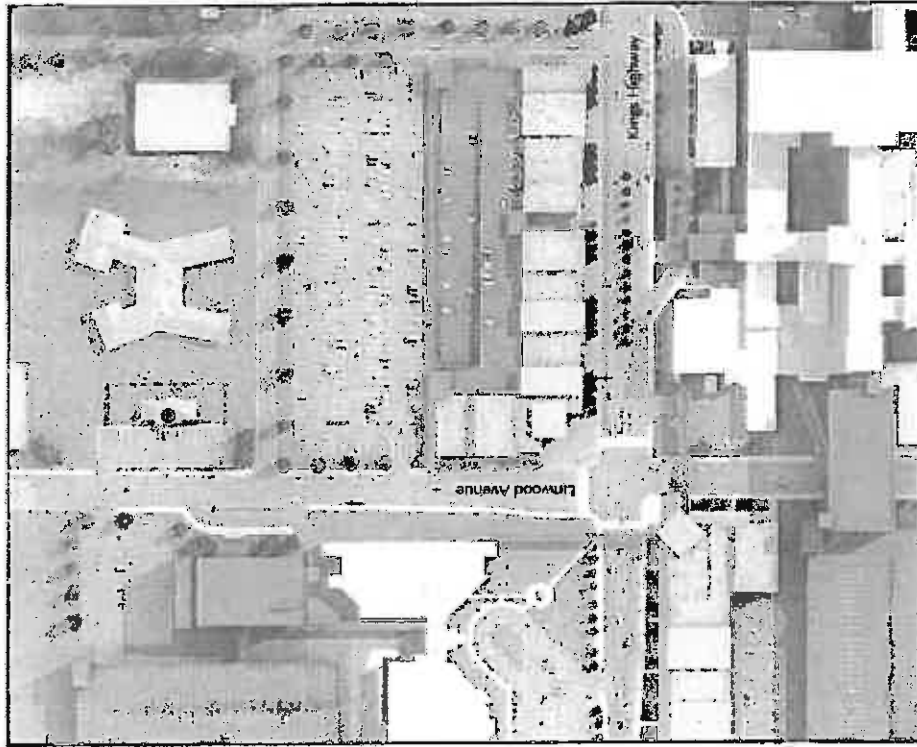


**CEUSB Wellness Center**

- 200,000 sq ft wellness center
- Includes an 80,000 sq ft multi-use gymnasium
- 100,000 sq ft multi-use community space for employees and patients
- Includes a 20,000 sq ft fitness center for employees and patients

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## Other Mission Critical Projects



### CEUS3 Third Party Child Care

- 100% occupancy
- 100% of the 100,000 sq ft of space is utilized
- The project will save the state \$10 million in child care costs
- The project will create 100 jobs
- The project will create 100 jobs
- The project will create 100 jobs
- The project will create 100 jobs
- The project will create 100 jobs
- The project will create 100 jobs

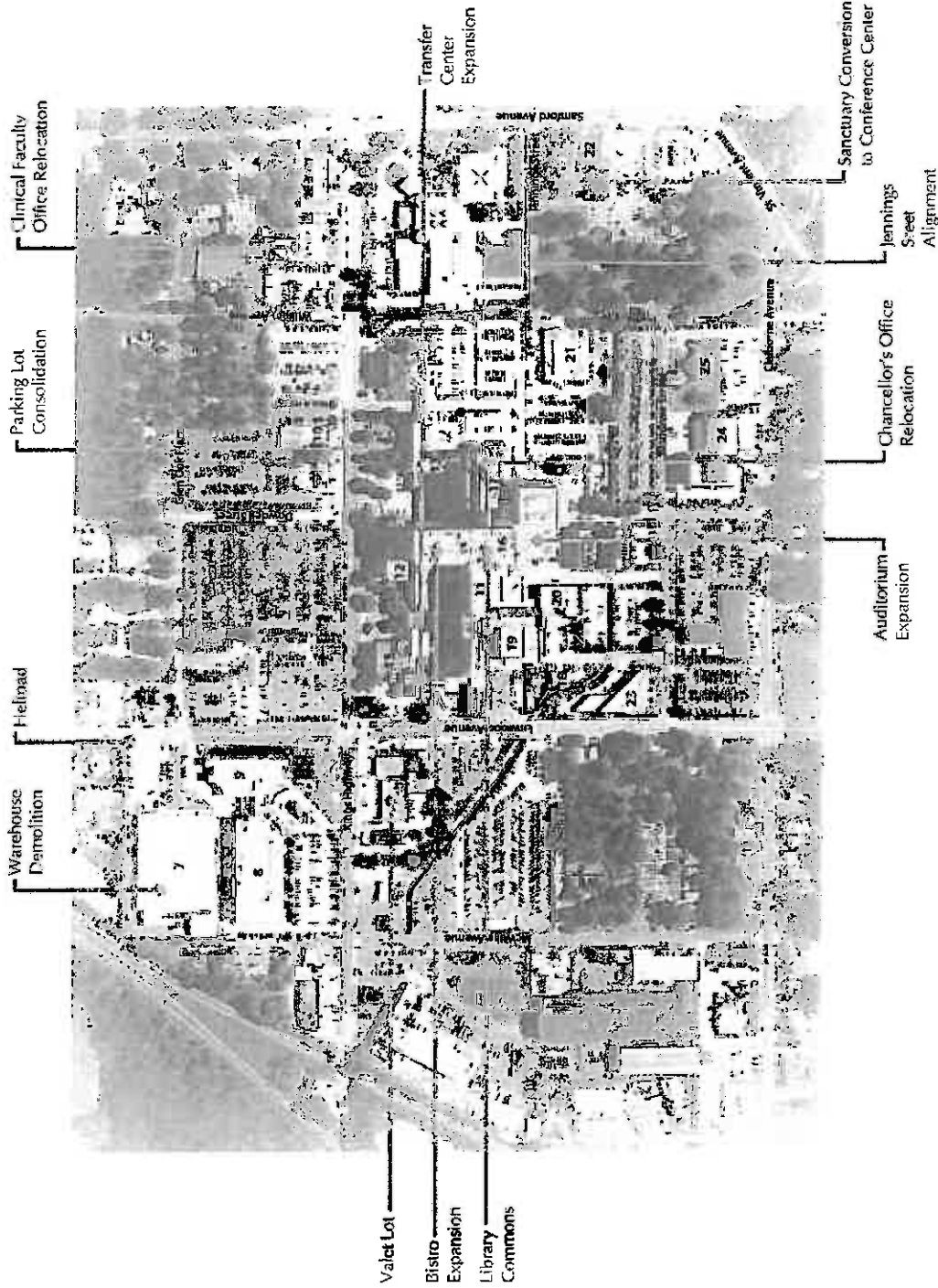
Estimated Construction Cost: \$100M



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# Vision 2020 Master Facilities Plan

# Short Term Planned Projects - Site Plan



## Building Information Legend

- 7. Warehouse
- 8. Ambulatory Care Center
- 9. Women's and Children's Center
- 10. Eye Center
- 11. Hospital
- 12. Comprehensive Care
- 13. Administration Building
- 14. Feist/Wellier Cancer Center
- 15. Outpatient Department (Hospital)
- 16. School of Medicine
- 17. Biomedical Research Institute
- 18. Print Shop
- 19. K-Wing (Hospital)
- 20. Radiation Therapy Center
- 21. Clinical Research Building
- 22. Parkview Baptist
- 23. Physical Plant Building
- 24. Allied Health
- 25. Student Union

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These investments are important in their own right. In addition, if the transformational and other critical projects are delayed, at least we will have made progress - albeit in smaller steps.

STPER1	Parkview Center Phase 1 - Sustainability Renovation/Meeting Facility
STPER2	Blood Center Optimization
STPER3	Faculty Outpatient Offices - Leased Offices
STPER4	Relocation of Chancellors Office
STPER5	Auditorium Expansion
STPER6	Library Information Commons
STPER7	Transfer Center Expansion
STPER8	Hospital Entryway - Phase 1
STPER9	Medical School HVAC System Replacement
STPER10	Medical School Laboratory Upgrade Plan
STPER11	Space Management and Planning
STPER12	Rezoning
STPER13	Mallroom / Bistro / Loading Dock
STPER14	Expanded Clinical Simulation Facilities
STPER15	Other Improvements to Interior Spaces
STPER16	Hospital Corridor and Waiting Areas

## Short Term Planned Projects - New Construction, Renovations, and Relocations

### STPER1 - Parkview Center Phase I:

#### Sanctuary Renovation/Meeting Facility

This project entails converting the former Parkview Baptist Church into a multipurpose facility. It was acquired by the Health Sciences Foundation in 2011. Located on Samford, this is situated at the planned new entrance to the academic core of the campus. The architectural firm assisting with this initiative is Prevot Design. It will be tackled in two phases:

Phase One will entail preserving the architecturally significant features of the sanctuary and using it as a meeting space. After making appropriate ADA, audiovisual and restroom modifications, it should be able to accommodate audiences up to 600 people. Work on the lease is being completed and the projected start date for Phase One work is January 2013. The estimated cost for Phase One sanctuary renovation is \$1.2 million.

### STPER2 - Support Services / Blood Center Optimization

The purpose of this project is to complete the renovation of the blood center building just south of the Cheyland property. It is partially occupied by medicine billing, graduate school archives and other offices. The intent is to relocate other administrative and financial functions to the remaining 5,000 SF.

### STPER3 - Outpatient Faculty Offices

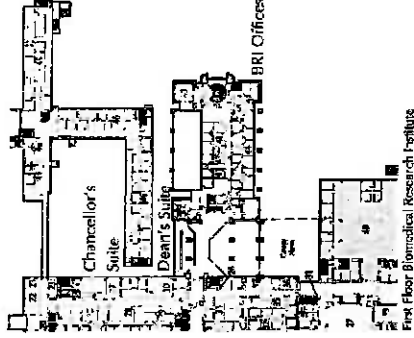
The Ambulatory Care Center does not have sufficient space for all of our faculty practitioners. Many services have opted to locate offices off-campus while others have put up with less than ideal practice settings. Over the next few months, we will be rehabilitating the DCI Building located on Kings Highway. This building has outpatient dialysis on the ground floor. We will locate some Pediatric Subspecialty Clinics, ENT/Otolaryngology, Partners in Wellness and other services to the upper floors there. This facility will be easier to reach for many patient with its ground level entrance and parking outside the building lobby.



### STPER4 - Relocation of the Chancellor's Office

At present, the Chancellor's and Medical School Dean's Offices are in the same suite on the first floor of the medical school. This is understandable as the two points used to be occupied by the same physician executive. It is desirable to separate these offices to improve role clarity for both offices. The Chancellor's Office is comparable to a health system corporate office overseeing the three hospitals and three schools. The Dean's Office focuses on the activities of the medical school faculty, staff and students. It would aid some administrative matters if the core staff were located within the wingspan of each executive. That is not possible because the HSC administrative areas are congested.

The most logical location for the Chancellor's Office and his staff are the offices currently occupied by the Biomedical Research Foundation on the first floor of the Biomedical Research Institute. This location is one of the most prominent and accessible locations at the campus core. It has its own dedicated surface lot and a ground level exterior entrance. In addition, LSU Health Shreveport already leases over 85% of the BRI. Furthermore, the BRI has additional office space available to it in the Biospace facility and other locations under its control. No recent discussions have taken place regarding this possibility. The projected relocation costs would be minimal and the benefits would be considerable.



### STPER5 - Medical School Auditorium Expansion

This project entails expanding the auditorium to accommodate larger first and second year classes. Removal of the projection booth and some re-configuration can accommodate approximately thirty new seats. Benefits of this project to LSU include increased revenue associated with a larger class. Benefits to Louisiana from this project are additional physicians to join the workforce. The source of funding for this will be medical school. The estimated cost has been in the range of \$200,000. The projected start and completion dates have not been determined.

## Vision 2020 Master Facilities Plan Short Term Planned Projects – New Construction, Renovations, and Relocations

### STPER6 - Library Information Commons

Focus groups with student indicate that they would like increased and improved study space in the library, and faculty are interested in small group rooms for classes. The information commons project would meet these needs and bring the library in line with current trends among other academic libraries in the country. The ground floor of the library will be renovated to create a space where students can work individually or collaboratively in an attractive, comfortable environment that is rich with resources. The space will include an abundance of electrical outlets; appropriate lighting; study tables that are large enough to accommodate laptops, books and writing space; as well as comfortable seating areas for reading. This secure space will be high-tech and will provide a vending area so that students do not have to leave the area when studying or working late hours. The ground floor location will make it convenient to the core labs used by students.

### STPER7 - Transfer Center Expansion

The LSUSTAT Transfer Center is a 24/7 communications resource for the institution and the community hospitals we serve. In order to meet additional needs, the Transfer Center will need to be expanded in the very near future. Ideally, it needs to remain adjacent to and integrated with the Emergency Care Center. Its expanded role will include providing Shreveport ER staff with EMS communications and routine logistics support, regional telemedicine network coordination and disaster / multi casualty logistics assistance. An additional 200-300 SF is necessary to meet the current and near term needs.

### STPER8 - Hospital Entryway Phase I

One of the pressing institutional needs is to better track vendors who visit faculty and staff. They enter principally through two entrances – the hospital main entrance and BRI lobby. We intend to establish a checkpoint at each of these locations which will require that persons present an LSU-HSCS photo ID or check in providing their own photo ID. This will allow us to better track inbound and outbound traffic. This will require reorienting the main reception desk at the hospital entrance and establishing one between the BRI and medical school lobby. When this is complete, other cosmetic improvements will be done to make the hospital entryway more inviting.

### STPER9 - Medical School HVAC Upgrades

One of the concerns raised in the recent faculty research retreat was regarding the HVAC or heating, ventilation and air condition system. The current system has been improved where possible, however some debris particulate still travels through some sections potentially compromising lab spaces. As part of the medical school maintenance and upgrade plans, a determination needs to be made whether future repairs would remedy this or if the system requires replacement.

### STPER10 - Increasing Number and Quality of Research

Faculty Research Retreat participants offered a number of suggestions for improving the setting for basic, clinical and translational research. These appear in the Appendix. They are consistent with other recommendations which appear in this document including the relocation of certain administrative functions from the academic core to other locations such as the blood center and Parkview when funding permit. In addition, based on recent successes in the Department of Anatomy and Cell Biology, a laboratory funding formula was suggested for replenishment and recruitment purposes.

### STPER11 - Space Management and Planning

This project entails improving local capacity related to space management. Organizations of our size typically have one or more architects on staff to assist with design and optimization. Space issues consume an inordinate amount of time on the part of senior management here. We propose hiring an architect and offering internships for students from area schools of architecture such as Louisiana Tech and LSU (Baton Rouge). Benefits of this project include reducing the burden on executives and improving their ability to focus on strategic matters. The estimated cost of this is \$100,000 per year. This could be recovered, in part, through user fees assessed to departments requiring their services.

### STPER12 - Rezoning

The Foundation owns a number of lots which are south of the Shriners Hospital and Jennings Street and west of Samford. Hopefully these will one day give rise to one of the multipurpose academic facilities proposed in this document. In the interim, they are well suited for surface parking areas. In order to convert existing property to mid-term parking use, we will need to address the zoning requirements. This property is currently zoned residential.

### STPER 13 - Mailroom/Loading Dock Consolidations and Ground Floor Bistro Expansion

This project entails constructing an expanded dining and lounge area on the ground floor of the medical school. It will be located in the current mailroom which will be relocated to an area adjacent to the loading dock currently used by the Annex store. The Annex will be consolidated into the bookstore location. Benefits of this project include providing students and staff with more areas to congregate and socialize. Additional benefits are new efficiencies in materials handling by consolidating the mailroom and general stores/receiving functions. The source of funding for this will be Auxiliary Services and Sodexo. The architectural firm assisting with this initiative has not been determined. The estimated cost has been in the range of \$75,000. The projected start and completion dates have not been determined.



LSU Health Shreveport

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## Short Term Planned Projects - New Construction, Renovations, and Relocations

### STPER14 - Expanded Clinical Simulation Facilities

The Health Sciences Center is fortunate having simulation labs which aid in medical student instruction. This includes specially equipped exam rooms, resuscitation and surgical spaces. Over time, these should probably migrate to a larger, state-of-the-art facility capable of supporting all caregiver students as well as LSU Health Shreveport and community practitioners. This would be a terrific resource for studies looking at patient safety initiatives and human factors engineering as applied to patient care. One such example to consider is the "Smart Hospital" at University of Texas Arlington. Please visit <https://www.uta.edu/nursing/smarthospital/> for more details about one leading and nearby facility.

### STPER15 - Other Improvements to Interior Spaces

When funding permits, investments should be made in functional improvements to the medical school and hospital regarding interior signage (directional and locational) and restrooms.

#### Digital Signage Boards

In areas where people congregate, such as waiting areas and elevator lobbies, digital signage boards can provide useful information and momentary entertainment. These have been successfully deployed in the School of Allied Health Professions. This could be added to the list of projects for the Foundation.

#### Hands-Free Bathroom Fixtures

Hands-free fixtures have been demonstrated to reduce the transmission of germs. When hands-free faucet controls are available, the likelihood of persons to use proper hand-washing techniques increases significantly. The benefits for infection control are obvious. It's for that reason that hospital operating rooms have had hands-free sinks for years. The Shreveport campus has many public restrooms and private patient bathrooms. Most bathrooms are currently equipped with traditional fixtures. While it is often easier to design these into new facilities, older facilities should be considered for retrofitting when finances permit and replacement facilities are many years off. The highest traffic lavatories should be considered. Furthermore, conversion to energy efficient hand-free dryers can reduce transmission of germs in addition to reducing the operating supply costs for paper towels. These also reduce litter build up in busier restrooms.

#### Other Possibilities

Patients, family members and caregivers benefit from healing environments with a host of thoughtful design features. This includes generous access to natural/ambient light, incandescent versus fluorescent fixtures, music/white noise, and efforts for sound dampening/control. While it is often easier to design these into new facilities, older facilities should be considered for retrofitting when finances permit and replacement facilities are many years off.





### STERLING Hospital Corridors and Waiting Areas

As part of the Sterling Hospital renovation project, the Sterling Hospital Corridors and Waiting Areas project will improve the patient experience by creating a more comfortable and functional environment. The project will include the renovation of the waiting areas, corridors, and support spaces. The project will also include the installation of new lighting, flooring, and wall treatments. The project is expected to be completed in the fall of 2013.

The Sterling Hospital renovation program has been awarded a \$10 million contract by the Sterling Hospital Board of Directors. The project will be completed in the fall of 2013. The project will include the renovation of the waiting areas, corridors, and support spaces. The project will also include the installation of new lighting, flooring, and wall treatments. The project is expected to be completed in the fall of 2013.

The Sterling Hospital renovation program has been awarded a \$10 million contract by the Sterling Hospital Board of Directors. The project will be completed in the fall of 2013. The project will include the renovation of the waiting areas, corridors, and support spaces. The project will also include the installation of new lighting, flooring, and wall treatments. The project is expected to be completed in the fall of 2013.

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STPRP1	Woodrow Street Resurfacing
STPRP2	Jennings Street Improvements
STPRP3	Kings Highway Valet Parking Lot
STPRP4	Parking Lot Consolidation
STPRP5	Naming Internal Roadways
STPRP6	Helipad

## Short Term Planned Projects - Roadways and Parking

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### STPRP1 - Woodrow Street Resurfacing and Parking Meters

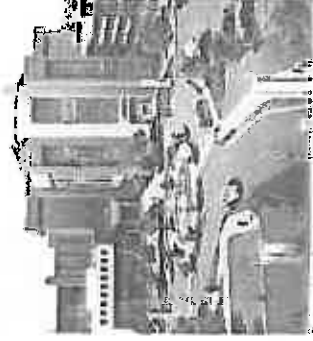
In the vicinity of the School of Allied Health Professions, the condition of Woodrow Street is poor and requires repairs. This maintenance project entails filling potholes and repaving expanses of Woodrow Street. Since there are no sidewalks, the beneficiaries would include pedestrians and vehicles alike. No engineer has been selected for this initiative as of yet. If it is a straightforward repaving, an engineer may not be necessary. The estimated cost is \$70,000. At this time the status of the project is that it will be going out to bid by August 2012. The projected completion date is October 2012. In addition, placement of parking kiosk for side of street paid parking is contemplated. This would be operated by Auxiliary / Parking Services.



Aerial View of Existing Woodrow Street

### STPRP2 - Jennings Street Realignment

This project will help in establishing a new high profile entryway to the academic campus off of Sanford next to the Parkview Center. This entails developing a thoroughfare to link Sanford and the campus core. It will improve interior circulation for employee parkers and reduce the burdens on other campus entries. The engineering work is completed and the estimated construction cost is \$450,000. It is being funded through Auxiliary/Parking Services. At this time the project is slated to begin around January 2013 with a projected completion date February 2013.



Proposed Jennings Street





## Vision 2020 Master Facilities Plan

## Short Term Planned Projects – Roadways and Parking

### STPRP3 - Kings Highway Valet Parking Lot

This project entails converting the vacant lot across from the Ambulatory Care Center into a valet only lot. This was previously the site of a small retail strip facility. This would be operated and staffed by a vendor under contract with LSUHSC. The principal beneficiaries of this project would be visitors to the hospital and ambulatory care center who could park more easily. While it would need to operate on a fee-for-service basis, it would likely improve customer service perceptions. No designee/vendor has been selected for this initiative. The estimated cost has not been determined. At this time the lease is being finalized with the Foundation and improvements will be made shortly thereafter.



Aerial View of Existing Ambulatory Care Center

### STPRP5 - Naming Internal Roadways

A few of the internal campus roadways are unnamed. To assist with general wayfinding and guiding visitors, these should be named. This includes the road between the cancer center and Administration Building. In addition, this presents a naming opportunity for the organization to honor campus or community leaders, donors or themes. Leadership should also consider the possibility of renaming Jennings Street, unless there is a compelling historical or legal reason to keep this current name in effect, a new name could be valuable in recognizing an important theme (e.g. Discovery) or individual deserving of that honor (e.g. Dr. John McDonald), if approved by the city council.

### STPRP4 - Parking Lot Consolidation

This project was envisioned as a means for reducing the number of entries to Kings Highway. Fewer entries would improve safety by reducing the number of vehicle/pedestrian conflicts. The estimated cost is \$200,000. Given fiscal constraints, this time the status of the project has been placed on hold. No projected completion date is available.



Proposed Parking Lot Consolidation

### STPRP6 - Heliport

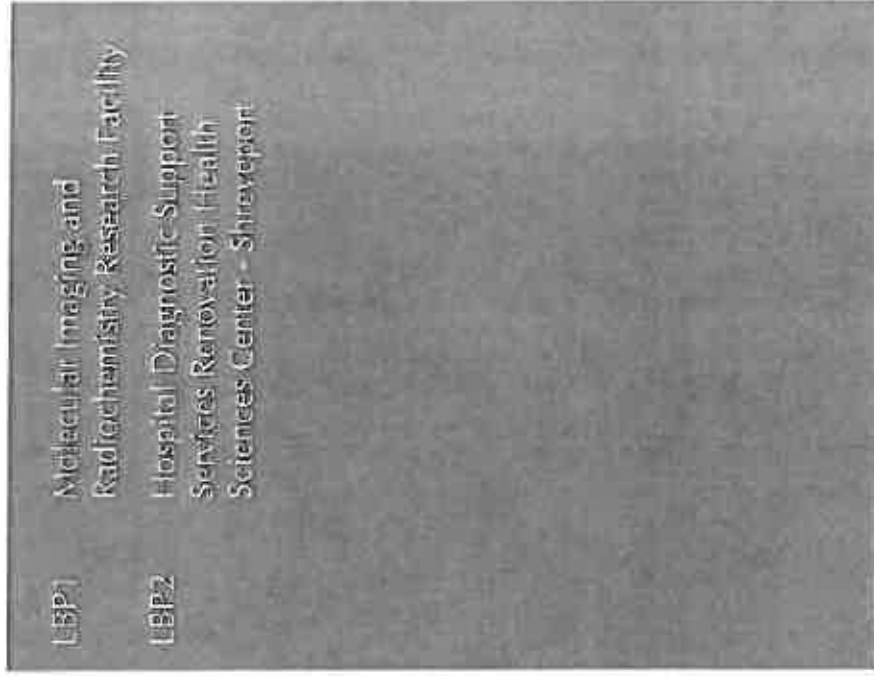
Over the next few years, we are anticipating increased numbers of interfacility patient transfers. As many of these patients will have time-sensitive conditions, we expect that we have more patients arriving via helicopter. Our hospital's rooftop helipad serves to off-load emergency patients only.

An on-campus heliport would have the following characteristics: a safe and unobstructed landing approach, ground level, refueling capability and crew quarters. This would not replace the need for the rooftop helipad. A good site for this might be the former Yokem Toyota lot on Linwood north of the Ambulatory Care Center. In addition, there are no other uses currently contemplated for this area.



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## **LBP1 - Molecular Imaging and Radiochemistry Research Facility**

The Biomedical Research Foundation and LSU have an opportunity to establish a Molecular Imaging and Radiochemistry program which links patient care, research and education across campus.

Molecular imaging allows the visualization of any cellular function and molecular processes. The ability to image fine molecular changes offers an incredible number of exciting possibilities for health care including early detection, diagnosis, and even treatment of disease. The ability to image a specific disease pathway not only increases the knowledge of the disease mechanism, but also provides new therapeutic opportunities.

We envision an on campus facility that would provide expanded PET imaging capabilities, radiochemistry research laboratories, radiopharmaceutical manufacturing facilities and other related state-of-the-art capabilities. Current collaborations include neurology, cardiology and oncology which provide obvious synergies with the proposed Feist-Weiller Cancer Center Research Building and the Academic Research Facility.

It is estimated that approximately 30,000 square feet of dedicated space is required to firmly establish this program on campus. This space will have specific requirements that address the unique nature of the program. This facility may be either freestanding or integrated into another building contemplated in this community / campus facility plan. One possibility is the Parkview Center's school and gymnasium facility. This would not impact the plans for converting the sanctuary into a much needed conference center.

Vision 2020 Master Facilities Plan

Late Breaking Projects

LBP2 - Hospital Diagnostic Support Services Renovation Health Sciences Center - Shreveport

Need

- Renovate space in the hospital to meet increasing demand for clinical laboratory services
- Improved layout of current space to increase efficiency and usage of area
- Improve turnaround time for critical laboratory tests by improving pneumatic tube access for the clinical laboratory staff
- Recapture in-patient bed space
- To comply with requirements of accrediting laboratory agencies such as CAP/CLIA which have cited our facility for lack of adequate space repeatedly

Supporting Data

- Project consolidates hospital services, improves patient flow, provides modernization for ergonomics and efficiency, and helps to relieve over crowding of patient beds
- Portions of the targeted areas have had little or no renovation from original hospital construction
- Space to support diagnostic services has not increased with the growing demand to handle the volume and type of patients involved in the last 20 years
- Enhance patient safety through improved throughput and subsequently decreasing turnaround time for critical laboratory testing

Design Description

- Total renovation of approximately 11,275 square feet of space with handicap accessibility, improved air handling, lighting, and finishes
- Cost is based on \$315 per gross square foot of space, considering inflation of current construction cost in year 2013 assuming construction starts in that year

Expected Improvements the Project Will Provide

- Consolidation of laboratory resources
- Increased output of laboratory services
- Improved organization and work flow
- Optimal utilization of current space
- Relief of over-crowding of patient beds
- Expansion of pneumatic tube system to decrease transport time and to improve utilization of medical technologist FTEs
- Meet space requirements for testing as per accrediting agencies

Project Category:	New Project
Project Costs:	100 % General Obligation Bonds
Construction	\$ 6,459,079
Planning	\$ 645,908
Contingency	\$ 645,908
Hazardous Materials	\$ 34,304
Equipment	\$ 1,414,301
<b>Total</b>	<b>\$ 9,199,500</b>

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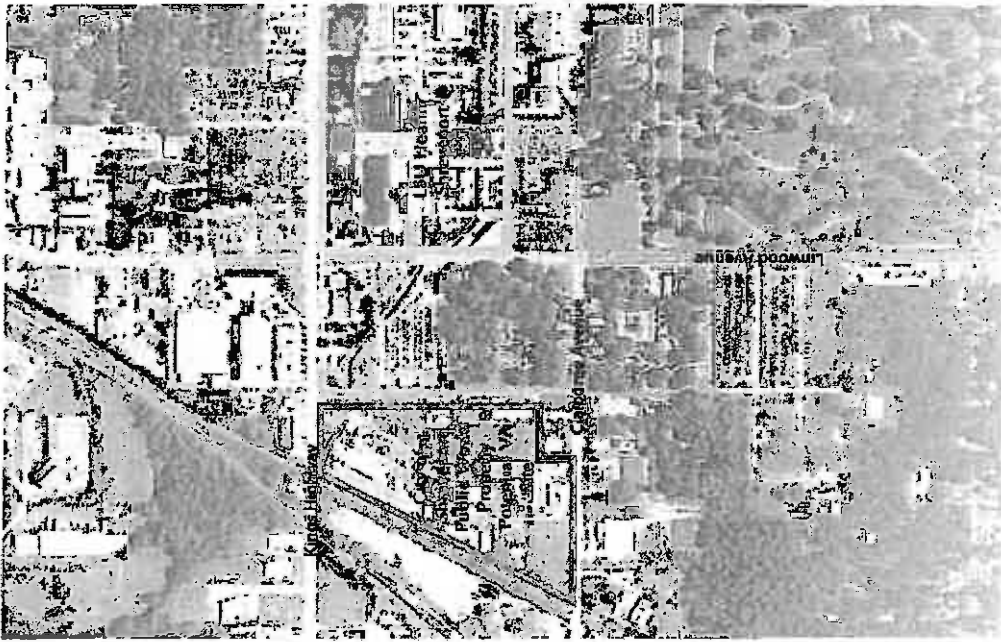
### Overton Brooks VA Medical Center

The Visioning Work Session discussed the possibility of relocating the existing Overton Brooks VA Hospital to be in closer proximity to the LSU Health Shreveport campus. Built in 1947, the existing 500,000 SF facility was designed around a largely inpatient volume. The building's age and inefficiencies stemming from changes to health care delivery make it a candidate for replacement. A large percentage of the VA's physician staffing is provided by LSU medical school faculty and residents. Locating the Overton Brooks VA in close proximity would provide great staffing efficiency and educational opportunities that would improve veteran health delivery and, potentially, outcomes. The addition of VA Medical Center resources to the Kings Highway Health Corridor would certainly strengthen the member organizations and surrounding community. One off-campus possibility that has been mentioned by Overton Brooks VAMC leadership is the development of a comprehensive women's health center off-campus. Locating this on the Public Works property presents some interesting possibilities. The proximity to the LSU Department of Obstetrics and Gynecology, and other specialty services, makes this site especially interesting and worthy of investigation.



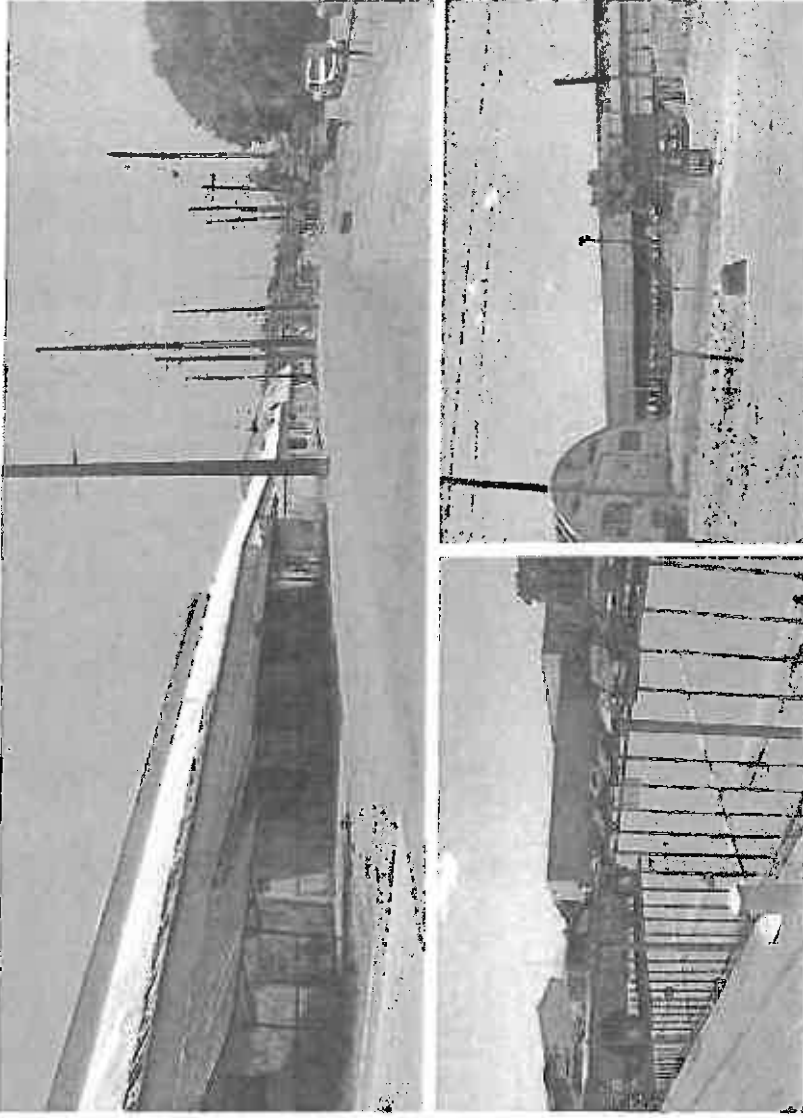
One of the intriguing aspects of this concept relates to the origins and history of the LSU Medical School. Many people look to the VA Medical Center as the genesis of the medical school. Initial classes for the medical school were held at the VA Medical Center in the late 1940s.

## VA Hospital Presentation



## City of Shreveport Public Works Property Potential VA Site

The City of Shreveport Public Works is located west of the LSU Health Shreveport campus. It is bordered by Kings Highway, McWillie Avenue, Claiborne Avenue and the railroad tracks to the west. LSU Health Shreveport views this property as a potential opportunity to relocate the Overton Brooks VA Hospital to this site. Its close proximity would foster greater collaboration between LSU Health Shreveport and the VA, where many medical students gain valuable experience. An alternative use for this site may be for a satellite of LSU or Louisiana Tech College of Engineering. The Public Works office building could serve as much needed space for LSU during construction as well. This has not been broached with the city and might require land swapping to acquire the property.



Benefits of VA Hospitals on a Medical School Campus:

- The U.S. Department of Veterans Affairs (VA) is the largest single provider of professional medical and health education in the country and, because of its educational mission and commitment to providing educational resources, is often the preferred training site for medical students and residents.<sup>1</sup>
- The affiliation also allows clinical access to diverse and medically complicated populations, and is cost-effective in sharing clinical and research resources.<sup>1</sup>
- The American Association of Medical Colleges (AAMC) data reflect that 107 of the nation's 125 accredited allopathic medical schools are currently affiliated with Veterans Affairs Medical Centers (VAMCs).<sup>1</sup>
- Leads to effective collaboration between the two campuses.<sup>2</sup>

Eight Veteran Affairs Medical Center / Medical School relationships are profiled on the following pages:

- Baltimore
- Lexington
- Cincinnati
- Nashville
- Denver
- Houston
- Orlando
- New Orleans

## VA Hospital Presentation

### Baltimore, MD Medical Center:

- Majority of the physicians who work for the VA Hospital hold dual appointments at the University of Maryland School of Medicine.<sup>3</sup>
- Over 1,000 residents, interns and students from various disciplines are trained throughout the VA and University Hospital each year.<sup>3</sup>
- This close alliance allows the health care system to offer veterans the latest clinical practices and procedures available.<sup>3</sup>



Baltimore VA  
Medical Center  
120 Beds

University of  
Maryland  
Medical School  
757 Beds



Baltimore VA Medical Center

University of Maryland Medical System

<sup>3</sup> About the VA Maryland Health Care System - VA Maryland Health Care System - U.S. Department of Veterans Affairs, 11 Jan. 2010, Web, 27 Feb. 2012. <<http://www.maryland.va.gov/about.asp>>

### Lexington, KY Medical Center:

- Lexington VA Medical Center is physically connected to the University of Kentucky Medical Center.
- Residents of the University of Kentucky Orthopaedic Residency Program serve two Reconstructive rotations at the Veterans Hospital.<sup>4</sup>



Chandler Medical  
Center  
473 Beds

Lexington  
VA Medical Center  
199 Beds



Chandler Medical Center

VA Medical Center

<sup>4</sup> The Orthopaedic Residency Program - University of Kentucky College of Medicine, 2011, Web, 27 Feb. 2012. <<http://www.mc.uky.edu/orthopaedic/resi-ency.asp>>

## Vision 2020 Master Facilities Plan

## VA Hospital Presentation

### Cincinnati, OH Medical Center:

- The Veterans Affairs Medical Center is where more than 15% of UC's medical student teaching and resident training takes place.<sup>5</sup>
- General medical research pursued by VA staff is supported by grants totaling about \$2.6 million annually.<sup>5</sup>
- The VA Medical Center provides traineeships and residencies for health care administrators, clinical training for nurses and allied health professionals, and broad postgraduate medical education for 82 residents and fellows in 24 clinical specialties.<sup>5</sup>



Cincinnati VA Medical Center  
439 Beds

University Medical College  
695 Beds



University Medical College

<sup>5</sup> "Affiliated Hospitals", University of Cincinnati. 2012. Web 28 Feb. 2012 <<http://www.uc.edu/index/index.php?mode/19>>

### Nashville, TN Medical Center:

- Located next to the Vanderbilt Medical, the VA provides inpatient and ambulatory care services by both Vanderbilt faculty and residents.<sup>6</sup>
- More than 100 full-time and part-time VA physicians have academic appointments at Vanderbilt.<sup>6</sup>



Vanderbilt University Hospital  
836 Beds

VA Tenn. Medical Center  
149 Beds



VA Medical Center

<sup>6</sup> "About Us", Vanderbilt University Medical Center. 2012. Web 27 Feb. 2012 <<http://www.mc.vanderbilt.edu/about/>>

## VA Hospital Presentation

### Denver, CO Medical Center:

- Denver VA Medical Center replacement hospital will be on the same campus as the University of Colorado Hospital complex.
- Collaboration between the VA Hospital and University Hospital exposes the trainees to many healthcare delivery systems and a diverse group of patients.<sup>7</sup>



Research Center

University of Colorado Hospital  
360 Beds

Children's Hospital  
284 Beds



University Hospital

<sup>7</sup>Brandenburg, Suzanne. University of Colorado School of Medicine. 2010. Web 28 Feb. 2012. <<http://www.ucdenver.edu/academics/colleges/medicalectool/departments/medicine/infimedipr-ages/infimedwelcome.asp>>



Future VA Medical Center

### Houston, TX Medical Center:

- Almost 3,900 health care professionals provide high quality care to our veterans. For more than 50 years, the MEDVAMC has provided clinical training for health care professionals through our major affiliate, Baylor College of Medicine.<sup>8</sup>
- MEDVAMC operates one of the largest VA residency programs with 269.7 slots in 40 subspecialties. Each academic year, more than 1,972 students are trained through 144 affiliation agreements with institutions of higher learning in 19 states.<sup>9</sup>
- As a member institution of the Texas Medical Center\* (TMC) since 1985, the MEDVAMC staff serves on various TMC oversight committees that contribute to improved patient care and hospital operations. The vast majority of MEDVAMC physicians are also faculty members of Baylor College of Medicine.<sup>9</sup>



The University of Texas Medical School and Memorial Hermann Hospital

Baylor College of Medicine

Michael E. DeBakey VA Medical Center  
580 Beds



Michael E. DeBakey VA Medical Center

University of Texas Medical School

<sup>8</sup>United States Department of Veterans Affairs. "About the Michael E. DeBakey VA Medical Center - Overview." 2012. <[http://www.houston.va.gov/about/aboutmedvamic\\_coreview.asp](http://www.houston.va.gov/about/aboutmedvamic_coreview.asp)>. (Revised/Updated May 14, 2012).

## Vision 2020 Master Facilities Plan

### Orlando / Lake Nona Medical Center:

- The new Orlando VA Medical Center will be part of the Medical City at Lake Nona, nestled across from the new University of Central Florida Medical School and near the Burnham Institute and Nemours Children's Hospital.<sup>11</sup>
- The MID Anderson Cancer Center Orlando rented lab space at one of the medical school buildings. A Veterans Affairs hospital is being built, along with a VA medical simulation training center. The University of Florida will open a research laboratory, and four incubator buildings for start-up biotech companies are in planning stages. Physicians are also faculty members of Baylor College of Medicine.<sup>12</sup>



-University of Central Florida College of Medicine  
-Orlando VA Medical Center 134 Beds (Acute and Extended Care)  
-Sanford-Burnham Medical Research Institute 314 Beds



Burnham Medical Research Institute Univ. of Fl. Medical School Orlando VA Medical Center  
9United States Department of Veterans Affairs, "Medical City at Lake Nona," 2011, <<http://www.orlando.va.gov/newmedicine/medicalcityforimedicine.aspx>> (Retrieved/Updated Date: November 29, 2011).  
10Yusef, Abdullah, "Orlando's Newest Attraction Is Medical," 2010, <<http://www.nytimes.com/2010/09/08/realestate/08medical.html>> (accessed July 13, 2011).

## VA Hospital Presentation

### New Orleans, LA Medical Center

- Political leaders praise the new medical campus, which will be shared by Louisiana State University and the US Department of Veterans Affairs, as a means to revive the crippled health care system, reverse the exodus of doctors and inaugurate a new economy based on medical research and education.<sup>11</sup>
- "To have a state-of-the-art VA hospital downtown will influence health care delivery across the state. It will influence health care education," said Benjamin Sachs, dean of Tulane's medical school, who noted that a Tulane professor who had a joint appointment at the VA won a Nobel Prize in 1977.<sup>12</sup>



Tulane University Medical Center 235 Beds  
Southeast Louisiana VA Healthcare System 200 beds  
Louisiana State University School of Medicine  
University Medical Center 424 Beds



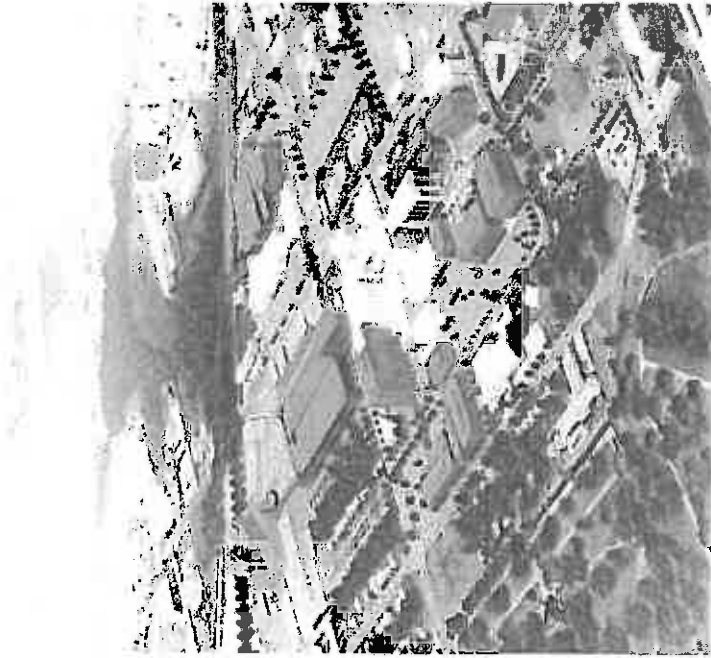
Southeast VAMC Proposal Tulane Univ. Med. Center Univ. Medical Center Proposal

11Moran, Kate, "Plans for LSU-VA Hospital Complex Stir Resentment," 2009, <[http://www.nola.com/news/index.ssf/2008/02/plans\\_for\\_buras\\_hospital\\_complex.html](http://www.nola.com/news/index.ssf/2008/02/plans_for_buras_hospital_complex.html)> (Updated Tuesday, November 24, 2009).  
12Moran, Kate, "LSU and VA to Build Joint Medical Campus in Downtown New Orleans: VA Expected To Open By 2013," <[http://www.nola.com/news/index.ssf/2008/11/kuva\\_shared\\_hospital\\_site\\_is.html](http://www.nola.com/news/index.ssf/2008/11/kuva_shared_hospital_site_is.html)> (Updated Tuesday, November 24, 2009).

## VA Hospital! Presentation

### Proposed VA Hospital Adjacent to LSU:

- 500,000 SF
- 120 beds
- 9 Stories
- Option 1 - 1,400' to existing hospital
- Option 2 - 400' new patient tower addition which will connect to existing hospital
- Located on corner of McWillie and Kings Highway



The possibility of co-locating the Overton Brooks VAMC and LSU Medical Center has not been explored with VAMC Officials as of this date.





# Vision 2020 Master Facilities Plan

## Cost Estimates - Preferred / Compiled Option

	SF / Cars	Preliminary Construction Cost	Comments	SF or Cars	\$/SF or \$/Space	Bldg. cost	Site Cost	Construction Cost
<b>Proposed Master Plan</b>								
A. Psychiatric Bed Tower	140,000 SF	\$41,818,000		140,000 SF	290	\$40,600,000	\$1,218,000	\$41,818,000
B. Neurosciences Institute	60,000 SF	\$15,450,000		60,000 SF	250	\$15,000,000	\$450,000	\$15,450,000
C. Outpatient Parking Deck	1,835 Cars	\$28,350,750		1,835 Cars	15,000	\$27,525,000	\$825,750	\$28,350,750
D. Outpatient Center Imaging, Eyecare, Pediatric Subspecialty, Surgery	105,000 SF	\$32,445,000		105,000 SF	300	\$31,500,000	\$945,000	\$32,445,000
E. Kings Highway and Linwood Avenue Overhead Pedestrian Crossing	600 LF	\$1,545,000		600 LF	2,500	\$1,500,000	\$45,000	\$1,545,000
F. New Hospital Entry	7,250 SF	\$1,344,150		7,250 SF	180	\$1,305,000	\$39,150	\$1,344,150
G. Hospital Parking Deck	2,808 Cars	\$43,383,600		2,808 Cars	15,000	\$42,120,000	\$1,263,600	\$43,383,600
H. Central Plant Expansion	19,800 SF	\$6,116,200		19,800 SF	300	\$5,940,000	\$176,200	\$6,116,200
I. Academic Core Parking Deck	600 Cars	\$9,270,000		600 Cars	15,000	\$9,000,000	\$270,000	\$9,270,000
J. Medical Education/Research	240,000 SF	\$61,800,000		240,000 SF	250	\$60,000,000	\$1,800,000	\$61,800,000
K. Wellness Center	2,000 SF	\$370,800		2,000 SF	180	\$360,000	\$10,800	\$370,800
L. Third Party Childcare	4,000 SF	\$741,600		4,000 SF	180	\$730,000	\$21,600	\$741,600
M. 224 Bed Patient Tower	182,000 SF	\$51,551,500		182,000 SF	275	\$50,050,000	\$1,501,500	\$51,551,500
N. Parkway Center On Campus Foundation Offices	38,000 SF	\$6,783,000		38,000 SF	170	\$6,460,000	\$323,000	\$6,783,000
O. Freestanding Rehabilitation Hospital	106,000 SF	\$30,024,500		106,000 SF	275	\$29,150,000	\$874,500	\$30,024,500
P. Cancer Research Institute	100,000 SF	\$38,110,000		100,000 SF	370	\$37,000,000	\$1,110,000	\$38,110,000
Q. Enclosed Overhead Pedestrian Walkway	525 LF	\$1,351,875		525 LF	2,500	\$1,312,500	\$39,375	\$1,351,875
R. Warehouse Relocation	78,000 SF	\$8,034,000		78,000 SF	100	\$7,800,000	\$234,000	\$8,034,000
S. Shrines Hospital for Children Patient Tower	180,000 SF	\$50,985,000		180,000 SF	275	\$49,500,000	\$1,485,000	\$50,985,000
<b>Total</b>								<b>\$422,476,975</b>

\*Please note that these figures do not include equipment and design fees. Total project costs would likely be around \$650-750 million when considering the future cost of capital during the period required for building out this plan's various projects.

## Financing Mechanisms

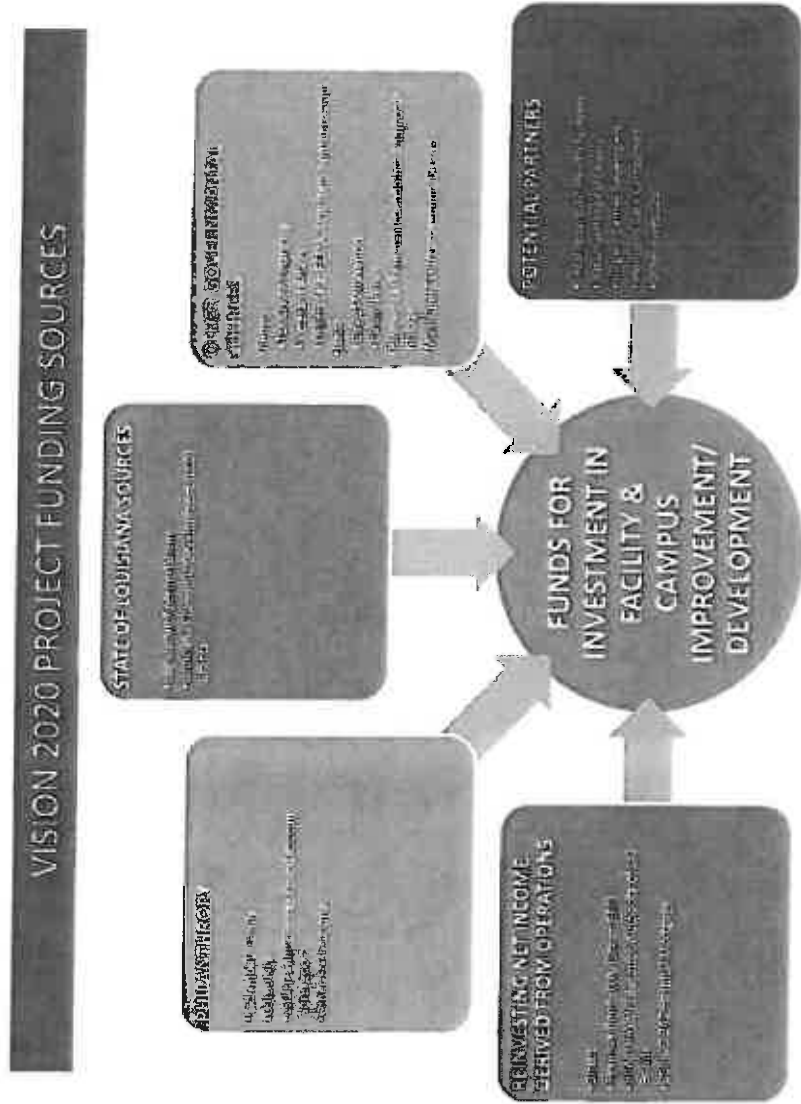
Implementation of this Master Facilities Plan will require accessing multiple sources of funding. A concerted effort will require engaging multiple funding sources including state, federal and private sector resources.

- Board of Regents Capital Outlay process
- House Bill 2 Appropriations
- State Department of Economic Development Grants (LED)
- HEAL - Higher Education Authority of Louisiana
- Federal Government
  - Congressional Appropriations/Earmarks
  - US Department of Defense (e.g. potential work with Barksdale AFB)
  - US Department of Health and Human Services (e.g. for facilities capable of supporting CDC biohazard research)
  - US Department of Homeland Security (e.g. FEMA disaster preparedness and risk mitigation due to proximity to rail lines)
  - US Department of Housing and Urban Development (e.g. Section 242 Hospital Mortgage Guarantees)
  - US Department of Veterans Affairs (Facility Development)
- Philanthropy (Individual, Family and Corporate)
- Public/Private Partnerships (e.g. Specialty Hospitals - Psychiatric and Rehabilitation)

In addition, there are a number of bodies which would need to be engaged regardless of the funding source. That includes the LSU Board of Supervisors, the Board of Regents, potentially the State Bond Commission among others. As a higher educational institution, we are obligated to provide the Board of Regents our projected capital needs for facilities and equipment.



# Vision 2020 Master Facilities Plan



### Potential Project Funding Sources

	PUBLIC APPROPRIATIONS		CAMPUS REVENUE SUPPORTED		INSTITUTIONAL PARTNERS / INVESTOR	LSU HEALTH SCIENCES FOUNDATION IN SHREVEPORT	PRIVATE INVESTORS/ VENDORS
	FEDERAL	STATE (P.C. 102 (1)(A))	CITY/ PARISH	COMMERCIAL LOAN			
<b>TRANSFORMATIVE PROJECTS</b>							
T2							
T2							
T3							
T4							
<b>OTHER MISSION CRITICAL PROJECTS - NEW CONSTRUCTION</b>							
NM1							
NM2							
NM3							
NM4							
NM5							
NM6							
NM7							
NM8							
NM9							
NM10							
<b>OTHER MISSION CRITICAL PROJECTS - RENOVATION/REPAIR</b>							
RM1							
RM2							
RM3							
RM4							



# Vision 2020 Master Facilities Plan

FACILITIES	PUBLIC APPROPRIATIONS		CAMPUS REVENUE SUPPORTED		INSTITUTIONAL PARTNERS/ INVESTOR	LSU HEALTH SCIENCES FOUNDATION IN SHREVEPORT	PRIVATE INVESTORS/ VENDORS
	FEDERAL	STATE (BIPARTISAN)	CITY/ PARISH	GRANTOR ORGANIZATION			
<b>CAMPUS ENVIRONMENT, UTILITIES AND SUPPORT FACILITIES</b>							
CEUS1				•			
CEUS2				•			
CEUS3				•			
CEUS4				•			
CEUS5				•			
CEUS6				•			
CEUS7				•			
CEUS8				•			
CEUS9				•			
<b>SHORT TERM PROJECTS - EXPANSION/RENOVATION/UPGRADE</b>							
STPER1							
STPER2							
STPER3							
STPER4							
STPER5							
STPER6							
STPER7							
STPER8							
STPER9							
STPER10							
STPER11							
STPER12							
STPER13							
STPER14							
STPER15							
STPER16							

PROJECT NAME	PUBLIC APPROPRIATIONS		CAMPUS REVENUE SUPPORTED		INSTITUTIONAL PARTNERS / INVESTOR	LSU HEALTH SCIENCES FOUNDATION IN SHREVEPORT	PRIVATE INVESTORS/ VENDORS
	FEDERAL	STATE (P.L. 102-518)	FEDERAL (P.L. 102-518)	STATE (P.L. 102-518)			
<b>SHREVEPORT AREA PROJECTS - ROADWAY IMPROVEMENTS</b>							
STPRP1							
STPRP2							
STPRP3							
STPRP4							
STPRP5							
STPRP6							

## Vision 2020 Master Facilities Plan

# 09

## Proposed Implementation and Timeline







**EXHIBIT 8.2 TO COOPERATIVE ENDEAVOR AGREEMENT**

## **EXHIBIT 8.2 TO COOPERATIVE ENDEAVOR AGREEMENT**

1. The Joint Legislative Committee on the Budget must review, but not approve, this Cooperative Endeavor Agreement and its schedules and attachments.
2. The Louisiana Office of Contractual Review must approve this Cooperative Endeavor Agreement, the Master Hospital Lease, and the Equipment Lease. OCR has formally delegated this responsibility to Elizabeth B. Murrill, Executive Counsel, Louisiana Division of Administration.

**EXHIBIT 8.2(A) TO COOPERATIVE ENDEAVOR AGREEMENT**

Minutes-Special Board Meeting  
May 28, 2013

Cooperative Endeavor Agreement by and among the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, Biomedical Research Foundation of Northwest Louisiana, BRF Hospital Holdings, L.L.C., the State of Louisiana through the Division of Administration, the Louisiana Division of Administration, and the Louisiana Department of Health and Hospitals, relating to E. A. Conway Medical Center in Monroe, Louisiana and LSU Medical Center-Shreveport in Shreveport, Louisiana.

**(AMENDED)**

Upon motion of Mr. Lasseigne, seconded by Mr. Mallett, the Board unanimously voted to approve the following resolution, as amended:

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (herein "LSU Board of Supervisors") that William L. Jenkins, Interim President of the Louisiana State University System, or his designee, is authorized on behalf of and in the name of the LSU Board of Supervisors to execute the Cooperative Endeavor Agreement by and among the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, Biomedical Research Foundation of Northwest Louisiana, BRF Hospital Holdings, L.L.C., the State of Louisiana through the Division of Administration, the Louisiana Division of Administration, and the Louisiana Department of Health and Hospitals, in substantially the form presented to the LSU Board of Supervisors.


**BE IT FURTHER RESOLVED** that William L. Jenkins, Interim President of the LSU System, or his designee, is hereby authorized by and empowered for and on behalf of and in the name of the LSU Board of Supervisors, in consultation with its legal counsel, and Dr. Opelka, to execute said Cooperative Endeavor Agreement substantially in the form presented to the LSU Board of Supervisors and any related documents necessary or desirable to accomplish and implement the purposes of the Cooperative Endeavor Agreement that he deems to be in the best interest of the LSU Board of Supervisors, including, but not limited to, Legislative Auditor Review Authority, immovable property leases and subleases, equipment leases, transfer of certain assets and liabilities, and right of use and occupancy agreements, all such related documents to contain such terms and to be in such form and content and for such price and/or consideration as he, deems appropriate, in consultation with its legal counsel and Dr. Opelka and to also authorize William L. Jenkins, Interim President of the LSU System, or his designee, to execute all such leases, subleases, equipment leases, transfer of certain assets and liabilities, right of use and occupancy agreements, and all other related documents.

**(Copy of Cooperative Endeavor Agreement presented to the LSU Board of Supervisors is on file in the Office of the LSU Board of Supervisors)**

CERTIFICATE

I, Carleen N. Smith, the duly qualified Administrative Secretary of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, hereby certify that the foregoing is a true and exact copy of the documents adopted by the Board of Supervisors at its meeting May 28, 2013, at which meeting more than a quorum was present and voted.

**IN WITNESS WHEREOF**, I have hereunto signed my name and affixed the official seal of said Board of Supervisors this 10th day of June, 2013.



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Administrative Secretary  
Board of Supervisors of Louisiana State University and  
Agricultural and Mechanical College

SEAL

Request for approval of an Amended and Revised Cooperative Endeavor Agreement originally signed September 30, 2013 by and among LSU Board of Supervisors, Biomedical Research Foundation of Northwest Louisiana, BRF Hospital Holdings, L.L.C., and the State of Louisiana through the Louisiana Division of Administration, relating to management and operation of LSU Medical Center-Shreveport in Shreveport and E.A. Conway Medical Center in Monroe.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that F. King Alexander, President of Louisiana State University, or his designee, is authorized on behalf of and in the name of the LSU Board of Supervisors to execute the Amended and Revised Cooperative Endeavor Agreement by and among by and among LSU Board of Supervisors, Biomedical Research Foundation of Northwest Louisiana, BRF Hospital Holdings, L.L.C., and the State of Louisiana through the Louisiana Division of Administration, substantially in the form attached hereto.

**BE IT FURTHER RESOLVED** that F. King Alexander, President of Louisiana State University, or his designee, is hereby authorized by and empowered for and on behalf of and in the name of the LSU Board of Supervisors, in consultation with legal counsel, to modify and execute said Amended and Restated Cooperative Endeavor Agreement and any related documents necessary or desirable to accomplish and implement the purposes of the Amended and Restated Cooperative Endeavor Agreement that he deems in the best interest of the LSU Board of Supervisors, including, but not limited to, any and all documents referenced in any Section, Exhibit or Schedule of the attached Amended and Restated Cooperative Endeavor Agreement.

CERTIFICATE

I, Kay Miller, the duly qualified Acting Administrative Secretary of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, hereby certify that the foregoing is a true and exact copy of the documents adopted by the Board of Supervisors at its meeting on October 1, 2014 at which meeting more than a quorum was present and voted.

**IN WITNESS WHEREOF**, I have hereunto signed my name and affixed the official seal of said Board of Supervisors this 21<sup>st</sup> day of October, 2014.



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Administrative Secretary  
Board of Supervisors of Louisiana State University and  
Agricultural and Mechanical College

SEAL

**SCHEDULE 8.7(B)**

**NONE**



**SCHEDULE 8.8(A)**

**N/A**

**SCHEDULE 8.8(B)**

**Schedule 8.8b - Provider agreements, non terminable agreements, JV, partnership, residency training, and affiliation agreements - Shreveport**

DEPARTMENT	CONTRACTOR	PURPOSE	EFFECTIVE DATES	
			beginning	ending
University Hospital	American Cancer Society	Memo of Agreement	04/27/04	Indefinite
University Hospital	American Heart Assoc.	Serve as Community Training Center for life support	08/01/13	08/01/15
University Hospital	Arkansas Children's Hospital	Patient Transfer Agreement - Burn and Trauma Patients	05/23/11	09/30/13
University Hospital	Ballentine Ambulance	Furnish on-line medical support	11/10/92	Indefinite
University Hospital	Barksdale Air Force	Memorandum of Understanding - Resident Rotations - All Services	07/01/96	Indefinite
University Hospital	Baylor University	Health, Human Performance and Recreation students rotate to us	04/01/10	Indefinite
University Hospital	Bayne-Jones Army Community Hospital	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Beauregard Hospital	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Biomedical Research Foundation of NW Louisiana	Nuclear Medicine Tech Rotation	09/01/12	09/30/13
University Hospital	Biomedical Research Foundation of NW Louisiana	Provide PET and CT Scans to indigent patients	01/03/13	01/02/14
University Hospital	Blue Cliff College	Medical Assistant and Hemodialysis Technician Student Rotation	04/01/13	Indefinite
University Hospital	Bossier City Fire Department	EMT Training	07/01/11	06/30/14
University Hospital	Bossier Parish Community College	EMT Training	07/01/02	Indefinite
University Hospital	Bossier Parish Community College	Medical office specialist program students	01/12/06	Indefinite
University Hospital	Bossier Parish Community College	Nursing student rotation	11/10/09	Indefinite
University Hospital	Bossier Parish Community College	OTA Student Rotation	12/09/08	Indefinite
University Hospital	Bossier Parish Community College	Pharmacy Tech Student Rotation	01/12/06	Indefinite
University Hospital	Bossier Parish Community College	Phlebotomy student rotation	12/01/07	Indefinite
University Hospital	Bossier Parish Community College	Respiratory Therapy Student Rotations	07/01/00	Indefinite
University Hospital	Bossier Parish Community College	PT Asst. Students - Rotate to LSUHSC	03/23/11	Indefinite
University Hospital	Bunkie General Hospital	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Caddo Career and Technology Center	Nursing Assistant Student rotation	07/01/13	Indefinite
University Hospital	Caddo Council on Aging	Foster Grandparent Program	01/01/11	12/31/13
University Hospital	Caddo Council on Aging	Retired Senior Volunteer Program	01/01/99	Indefinite
University Hospital	Caddo Fire District 1	Training of EMT Students	05/21/12	06/30/14
University Hospital	Caddo Fire District 3	Training of EMT Students	07/01/11	06/30/14
University Hospital	Caddo Fire District 4	Training of EMT Students	07/01/11	06/30/14
University Hospital	Caddo Fire District 5	Training of EMT Students	07/01/11	06/30/14
University Hospital	Caldwell Memorial Hospital	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Career Technology College	Medical Assisting Student Rotation	06/30/13	Indefinite
University Hospital	Career Technology College	Surgical technology student rotation	05/01/07	Indefinite
University Hospital	Center for Behavioral Health	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Christus Coughatta Healthcare Center	Patient Transfer Agreement	07/01/13	06/30/14

University Hospital	Christus Schumpert Health System	Cooperative Endeavor Equipment Loan	07/01/07	06/30/14
University Hospital	Christus Schumpert Health System	Patient Transfer Agreement	03/01/03	Indefinite
University Hospital	Christus-St. Frances Cabrini Hospital-Alexandria	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Citizens Medical Center	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	City of Shreveport	Evidence and Infectious Waste Material Disposal Agreement	01/04/10	Indefinite
University Hospital	Cornerstone Hospital of Bossier City, LLC	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Council on Alcoholism and Drug Abuse of Northwest Louisiana	Patient transfer Agreement	07/01/13	06/30/14
University Hospital	Creighton University	Pharmacy student rotation	03/01/10	Indefinite
University Hospital	Davenport University	Medical Records Student Rotation	11/01/10	Indefinite
University Hospital	DeSoto Fire District 8	Provide EMS training	01/01/13	12/31/14
University Hospital	DeSoto Regional Health System	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	DHH-Office of Public Health	Memo of Understanding-Emergency Supplies	11/19/02	Indefinite
University Hospital	DHH-Office of Public Health Children's Special Health Services	Referral of children registered with DHH-OPH-CSH-S	07/01/12	06/30/15
University Hospital	Emory University	Nursing Student Rotation	09/21/06	Indefinite
University Hospital	eQHealth Solutions	Medicare provider for Louisiana	02/22/12	Indefinite
University Hospital	First Choice Home Health	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Forensic Nurse Examiners of Louisiana, Inc.DBA SANE	Provide clinical training	09/01/13	09/30/13
University Hospital	Franklin Medical Center	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Galveston College	Radiologic Student Rotation	08/01/12	Indefinite
University Hospital	Grambling State University	Nursing Student Rotation	01/01/08	Indefinite
University Hospital	Grambling State University	Leisure Studies student rotation	09/01/07	Indefinite
University Hospital	Grambling State University	Graduate Nursing Student Rotation	05/01/09	Indefinite
University Hospital	Grambling State University	Social work student rotation	09/22/09	Indefinite
University Hospital	Hampton University	Pharmacy student rotation	07/01/10	Indefinite
University Hospital	Hardin-Simmons University	PT Students Rotate here	10/01/11	Indefinite
University Hospital	Hartner Medical Center	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Heritage Manor West	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Hodges University	Health Information Management student rotation	01/05/12	Indefinite
University Hospital	Homer Memorial Hospital	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	IASIS Healthcare (Glenwood Medical Center)	Patient Transfer Agreement	07/01/04	Indefinite
University Hospital	Idaho State University	Pharmacy Student Rotations	01/01/97	Indefinite
University Hospital	Jennings American Legion Hospital	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	KLS Physics Group, Inc.	Provide consulting services to Radiation Safety Programs	10/01/10	09/30/13
University Hospital	LaSalle General Hospital	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	LERN	Patient Registry	05/01/12	Indefinite
University Hospital	LOPA	Training in development of Donor Program	03/25/10	Indefinite
University Hospital	Louisiana Tech University	Child Life Specialties student rotation	07/01/13	06/30/14
University Hospital	Louisiana Tech University	Dietetics Ph.D. student rotation	09/01/96	Indefinite
University Hospital	Louisiana Tech University	Medical Records Training	03/28/94	Indefinite

University Hospital	Louisiana Tech University	Undergraduate and Graduate Supervised Practice Program in Dietetics	12/03/99	Indefinite
University Hospital	Louisiana Technical College - Shreveport/Bossier Campus	Provide LPN Training	06/01/12	05/31/15
University Hospital	Louisiana Technical College - Shreveport/Bossier Campus	Provide EMT Training	07/01/96	Indefinite
University Hospital	Louisiana Technical College - Shreveport/Bossier Campus	Provide EKG technician training	09/01/13	08/31/16
University Hospital	Louisiana Technical College-Mansfield Campus	LPN Rotation	07/01/13	06/30/14
University Hospital	Louisiana Tumor registry	Death certificate listing	05/25/00	Indefinite
University Hospital	Loyola University	Nursing student rotation	02/01/12	01/31/14
University Hospital	LSU - S	LPN program	07/01/13	06/30/14
University Hospital	LSUHSC-New Orleans	Memo of Understanding - Nurse practitioner and nurse anesthetist rotation	07/01/13	Pending
University Hospital	LSUHSC-New Orleans	SAHP Physical Therapy students rotate here	04/01/10	Indefinite
University Hospital	Madison Parish Hospital	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Marquette University	Physical Therapy - clinical rotation to LSUHSC	01/01/97	Indefinite
University Hospital	Medical University of South Carolina	OT and PT Student rotation to LSUHSC	07/01/11	06/30/16
University Hospital	Midwestern State University	Radiology Tech Master's Students rotate here	04/01/13	Indefinite
University Hospital	Minden Medical Center	Patient Transfer Agreement	08/01/09	Indefinite
University Hospital	Morehouse General Hospital	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Natchitoches Regional Medical Center	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	North Caddo Medical Center	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Northwestern State University of Louisiana	Radiologic Technology and Nursing Student Rotations	02/01/12	Indefinite
University Hospital	Northwestern State University of Louisiana	Social work student rotation	09/01/04	Indefinite
University Hospital	Oakwood University	Nutritional Services Student Rotation	12/15/10	Indefinite
University Hospital	Ohio Northern University	Pharmacy student rotation	09/01/05	Indefinite
University Hospital	Opelousas General Health System	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Panola College	Associate Degree & LVN nursing student rotation	08/01/13	07/31/15
University Hospital	Panola College	Occupational Therapy student rotation to LSUHSC	04/01/10	Indefinite
University Hospital	Parkland Health	Burn patient transfer agreement	07/01/06	Indefinite
University Hospital	Philadelphia Center	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Progressive Acute Care, LLC dba Avoyelles Hospital	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Promise Hospital of LA, Inc.	Patient Transfer Agreement	07/01/13	Pending
University Hospital	Rapides Regional Medical Center	Patient Transfer Agreement	08/01/13	07/31/15
University Hospital	Remington College	Nursing student rotation	11/12/08	Indefinite
University Hospital	Richland Parish Hospital	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Riverland Medical Center	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Rocky Mountain University of Health Professions, Inc.	Their PT students rotate here	02/28/11	Indefinite

University Hospital	Roseman University of Health Sciences College of Pharmacy	Student rotation	07/15/09	Indefinite
University Hospital	Sabine Medical Center	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Sacred Heart University, Inc.	Physical Therapy - clinical rotation to LSUHSC	07/01/12	06/30/15
University Hospital	Savoy Medical Center	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Shreveport Transit	Pass Program - Free Ride Tot and Teens	01/01/94	Indefinite
University Hospital	Shriners Hospitals for Children	Patient Transfer Agreement	01/01/10	12/31/14
University Hospital	Shriners Hospitals for Children	Affiliation Agreement	11/01/82	Indefinite
University Hospital	South Arkansas Community College	Physical Therapy - clinical rotation to LSUHSC	01/26/04	Indefinite
University Hospital	Southern University	Radiologic Technology Student Rotation	01/01/07	Indefinite
University Hospital	Southern University	Respiratory Therapy Students	01/01/07	Indefinite
University Hospital	Southern University	Phlebotomy Students	01/28/03	Indefinite
University Hospital	Southern University	Medical Records Students	06/01/98	Indefinite
University Hospital	Southern University	Nursing student rotation	08/17/06	Indefinite
University Hospital	Southern University	Sterile Processing Program - Student Rotation	01/01/13	06/30/16
University Hospital	Springhill Medical Services (Includes Springhill Medical Center, North Webster Medical Clinic, SMC/Doctors Clinic	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Teche Regional Medical Center	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Texas Women's University	Occupational Therapy student rotation to LSUHSC	06/27/01	Indefinite
University Hospital	Texas Women's University	Physical Therapy - clinical rotation to LSUHSC	04/01/02	Indefinite
University Hospital	U.S. Army	Physical Therapy - clinical rotation to LSUHSC	09/01/98	Indefinite
University Hospital	U.S. Army - Baylor University	Physical Therapy - clinical rotation to LSUHSC	08/31/06	Indefinite
University Hospital	Union General Hospital	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	University of Arkansas	Respiratory Therapy Student Rotation	03/15/10	Indefinite
University Hospital	University of Central Arkansas	Occupational Therapy student rotation to LSUHSC	04/09/01	Indefinite
University Hospital	University of Central Arkansas	Physical Therapy - clinical rotation to LSUHSC	01/16/13	Indefinite
University Hospital	University of Colorado-Denver	Pharmacy Student Rotation	05/01/08	Indefinite
University Hospital	University of Findlay	Pharmacy Student Rotation	02/01/11	Indefinite
University Hospital	University of Kentucky	Their PT students rotate here	04/01/09	Indefinite
University Hospital	University of Louisiana at Lafayette	Management Internship Agreement	04/01/96	Indefinite
University Hospital	University of Louisiana at Lafayette	Nursing student rotation	08/20/07	Indefinite
University Hospital	University of Louisiana at Monroe	Occupational Therapy Student Rotation	04/01/13	Indefinite
University Hospital	University of Louisiana at Monroe	Provide Pharmacy Experience	07/01/11	06/30/16
University Hospital	University of Mississippi Medical Center	OT Student Rotation	07/01/10	06/30/15
University Hospital	University of South Alabama	Nursing Student Rotation	02/28/11	02/28/14
University Hospital	University of Southern California	Physical Therapy - clinical rotation to LSUHSC	03/01/04	Indefinite

University Hospital	University of Tennessee Health Science Center	Graduate Nursing Student Rotation	11/01/07	Indefinite
University Hospital	University of Texas at Tyler	Nursing Rotation	03/01/09	Indefinite
University Hospital	University of Texas-San Antonio	Cardiopulmonary Student Rotation	05/15/02	Indefinite
University Hospital	VA Medical Center	Memorandum of Agreement - National Disaster Medical System	06/27/07	Indefinite
University Hospital	Veterans Affairs	Disaster Definitive Medical Care - mass casualty situation or military health emergency	12/01/11	11/30/16
University Hospital	Washburn University	Radiation Therapy Student Rotation	08/01/12	07/31/15
University Hospital	West Calcasieu-Cameron Hospital	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	West Carroll Memorial Hospital	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Willis-Knighton Medical Center	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Willis-Knighton Medical Center	Cooperative Endeavor Equipment Loan	07/01/07	06/30/15
University Hospital	Winn Parish Medical Center	Patient Transfer Agreement	07/01/13	06/30/14
University Hospital	Xavier University	Pharmacy Student Rotations	05/01/09	04/30/14

**Schedule 8.8b - Provider agreements, non terminable agreements, JV, partnership, residency training, and affiliation agreements - EA Conway**

DEPARTMENT	CONTRACTOR	PURPOSE	EFFECTIVE DATES	
			beginning	ending
EA Conway Hospital	Bossier Parish Community College	Respiratory Therapy Program	8/1/2012	7/31/2015
EA Conway Hospital	Caldwell Memorial Hospital	Provide lab and diagnostic studies	9/20/2010	9/19/2013
EA Conway Hospital	Career Technical College	Surgical Tech Student rotation	10/1/2012	9/30/2015
EA Conway Hospital	Career Technical College	Radiologic Tech Student rotation	12/1/2012	11/30/2015
EA Conway Hospital	DHH	Critical medical needs shelter for Region 8	5/1/2012	4/30/2015
EA Conway Hospital	DHH-OMH Region 8	MOU for coordinating services (Mental health patients)	7/1/2004	Indefinite
EA Conway Hospital	DHH-Office of Mental Health	MOU - Psychiatric unit patients	4/1/2006	Indefinite
EA Conway Hospital	DHH-OPH-OAD and OMH	MOU to screen, assess and treat pregnant women for substance abuse	1/1/2004	Indefinite
EA Conway Hospital	DHH-OPH - HIV/AIDS	Ryan White CARE Program	7/1/2011	6/30/2013
EA Conway Hospital	DHH-OPH-MCH	Nurse Family Partnership Program #700954	7/1/2011	9/30/2013
EA Conway Hospital	eQ Health Care Providers	Medicare Quality Improvement Organization for Louisiana	2/1/2012	Indefinite
EA Conway Hospital	Folse, Craig, MD	Provide Radioactive Iodine Therapy	1/1/2013	12/31/2013
EA Conway Hospital	Frontier School of Midwifery	Student Rotation	3/15/2010	3/14/2014
EA Conway Hospital	G.B. Cooley Hospital Service District	Resident Rotation	2/15/2010	6/30/2015
EA Conway Hospital	Go Care	Ambulatory/Outpatient Medical Care	4/1/2013	3/31/2014
EA Conway Hospital	Go Care	Professional services	4/1/2013	9/30/2013
EA Conway Hospital	Grambling State University	Management Intern Program	8/1/2012	7/31/2015
EA Conway Hospital	Grambling State University	School of Nursing - Undergraduate Nurse Training	3/1/2013	2/29/2016
EA Conway Hospital	Grambling State University	School of Social Work	1/1/2010	12/31/2013
EA Conway Hospital	Hayner, Jennifer, OT	Provide OT services	9/1/2013	8/31/2014
EA Conway Hospital	IASIS-Glenwood Regional Medical Center	Patient Transfer Agreement	5/1/2007	Indefinite
EA Conway Hospital	Louisiana Delta Community College	Nurse student rotation	2/1/2013	1/31/2016
EA Conway Hospital	Louisiana Immunization Network for Kids	Business associate agreement	2/10/2006	Indefinite
EA Conway Hospital	Louisiana Organ Procurement Agency	Organ donation and transplantation	1/1/2004	Indefinite
EA Conway Hospital	Louisiana Tech University	Dietetic Internship Program	8/1/2012	7/31/2015
EA Conway Hospital	Louisiana Tech University	Student rotation-Undergraduate Nurse Training	8/1/2012	7/31/2015
EA Conway Hospital	LSUHSC-New Orleans	Letter of agreement - LBCHP	6/30/2013	6/29/2014
EA Conway Hospital	LSUHSC-New Orleans	PT Student Rotation	6/1/2013	5/31/2016
EA Conway Hospital	LSUHSC-New Orleans	Tobacco Control Initiative	7/1/2012	6/30/2013
EA Conway Hospital	LSUHSC-Shreveport	Administrative Services	7/1/2013	6/30/2014



EA Conway Hospital	LSUHSC-Shreveport	Nurse Practitioner services LBCHP	7/1/2013	6/30/2014
EA Conway Hospital	LSUHSC-Shreveport	Emergency Room	7/1/2013	6/30/2014
EA Conway Hospital	LSUHSC-Shreveport	House Officer	7/1/2013	6/30/2014
EA Conway Hospital	LSUHSC-Shreveport	Judicial Commitments	7/1/2013	6/30/2014
EA Conway Hospital	LSUHSC-Shreveport	Laundry Services	7/1/2013	6/30/2014
EA Conway Hospital	LSUHSC-Shreveport	Main - Physician Support	7/1/2013	6/30/2014
EA Conway Hospital	LSUHSC-Shreveport	Medicine - Echocardiograms	7/1/2013	6/30/2014
EA Conway Hospital	LSUHSC-Shreveport	Medicine - Hematology/Oncology	7/1/2013	6/30/2014
EA Conway Hospital	LSUHSC-Shreveport	MOU Pharmacy-Residence Rotation	12/10/2007	Indefinite
EA Conway Hospital	LSUHSC-Shreveport	OB/GYN - Nurse Practitioner	7/1/2013	6/30/2014
EA Conway Hospital	LSUHSC-Shreveport	Pathology - Anatomical & Clinical, Cytology & Pap Smears and Transcription	7/1/2013	6/30/2014
EA Conway Hospital	LSUHSC-Shreveport	Pediatrics/Adolescent Neurology Services MOU	7/1/2013	6/30/2014
EA Conway Hospital	LSUHSC-Shreveport	Psychiatric Physician Services	7/1/2013	6/30/2014
EA Conway Hospital	LSUHSC-Shreveport	Ryan White Title III Viral Disease Nurse Practitioner	7/1/2013	6/30/2014
EA Conway Hospital	Monroe City Schools	Vocational Instruction Program	10/1/2012	9/30/2015
EA Conway Hospital	Monroe Regional Airport	Letter of agreement	9/30/2002	Indefinite
EA Conway Hospital	NE Louisiana War Veterans Home	Patient Transfer Agreement	2/1/2013	1/31/2016
EA Conway Hospital	NightRays, P.A.	Provide radiology interpretation and consultation	1/1/2011	12/31/2013
EA Conway Hospital	North LA AHEC	Student rotation-summer	6/11/2012	6/29/2012
EA Conway Hospital	Northeast Louisiana Radiation Oncology, LLC	Provide Radiation Oncology services	7/1/2012	9/30/2013
EA Conway Hospital	Northeast Louisiana Radiology Associates, LLC	Provide radiology services	10/1/2011	9/30/2013
EA Conway Hospital	Northwest Louisiana Lions Eye Bank	Assistance for donation program	7/1/2009	Indefinite
EA Conway Hospital	The Oaks	Patient Transfer Agreement	1/1/2012	12/31/2014
EA Conway Hospital	Ouachita Christian School	Student Rotation	10/1/2012	9/30/2015
EA Conway Hospital	Ouachita Healthcare and Rehab Center	Patient Transfer Agreement	8/1/2013	7/31/2016
EA Conway Hospital	Ouachita Parish Fire Department	Provide vaccines to Fire Department employees	11/1/2012	10/31/2013
EA Conway Hospital	Ouachita Parish School System	Vocational Instruction Program	10/1/2012	9/30/2015
EA Conway Hospital	Primary Health Services Center	OB/GYN Services	9/1/2009	Indefinite
EA Conway Hospital	Radiology Associates, APC	Provide professional interpretation of radiology images	2/1/2013	1/31/2014
EA Conway Hospital	Reed, Shannon	Provide Speech Language Pathology services	1/1/2013	12/31/2013
EA Conway Hospital	Texas Wesleyan University	CRNA Student Rotation	2/1/2013	1/31/2016
EA Conway Hospital	Therapy Associate of West Monroe, LLC	PT Services	8/1/2013	7/31/2014
EA Conway Hospital	ULM	Student rotation-Nursing	8/1/2012	7/31/2015
EA Conway Hospital	ULM	Student rotation - Occupational Therapy	9/1/2012	8/31/2015

EA Conway Hospital	ULM	Student rotation-Pharmacy	7/1/2009	12/31/2013
EA Conway Hospital	ULM	Student rotation-Practicum Program	3/1/2013	2/28/2016
EA Conway Hospital	ULM	Student rotation-Radiologic Tech	10/1/2012	9/30/2015
EA Conway Hospital	University of Louisiana at Lafayette	Nursing student rotation	2/1/2013	1/31/2016
EA Conway Hospital	Visual Communication, LLC	Provide interpreter services for deaf patients	2/1/2013	1/31/2014
EA Conway Hospital	West Monroe Guest House	Patient Transfer Agreement	1/1/2012	12/31/2014

**SCHEDULE 8.11**

**NONE**

**EXHIBIT 10.2(B) TO COOPERATIVE ENDEAVOR AGREEMENT**

**ACTION WITHOUT A MEETING  
OF  
THE SOLE MEMBER AND MANAGER  
OF  
BRF HOSPITAL HOLDINGS, L.L.C.**

The undersigned, being the sole member and manager of BRF Hospital Holdings, L.L.C., a Louisiana limited liability company (the "Company"), does hereby take the following action without a meeting by unanimous written consent as permitted under the Louisiana Limited Liability Company Law:

**WHEREAS**, there has been submitted for consideration by the sole member and manager of the Company, a draft of a Cooperative Endeavor Agreement ("CEA") regarding LSU Medical Center–Shreveport in Shreveport, Louisiana and E.A. Conway Medical Center in Monroe, Louisiana (collectively referred to herein as the "Hospitals") to be entered into by and among: (1) the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU"), (2) Biomedical Research Foundation of Northwest Louisiana, a Louisiana nonprofit corporation ("BRF"), (3) the Company, (4) the State of Louisiana through the Division of Administration (the "DOA"), and (5) the State of Louisiana through the Department of Health and Hospitals ("DHH"); and

**WHEREAS**, as set forth in the CEA, the parties to the CEA will enter into the following series of transactions:

- (a) LSU will lease the Hospitals to the Company pursuant to fair market value lease supported by appraisals;
- (b) LSU will lease all furniture, fixtures and equipment used in connection with operation of the Hospitals to the Company for fair market value;
- (c) LSU will transfer to the Company:
  - (i) All usable inventories of: (a) supplies, drugs, food, and other disposables; and (b) tangible assets valued at less than One Thousand and No/100 Dollars (\$1,000) and that are untagged and untracked by LSU and DOA, used in connection with the operation of the Hospitals, and
  - (ii) all equipment leases, contracts, permits, licenses, books and records and prepaid expenses of the Hospitals, all in accordance with and subject to the terms and conditions of the CEA;
- (d) The Company will assume all equipment leases, contracts, permits and licenses of the Hospitals, all in accordance with and subject to the terms and conditions of the CEA;

- (e) The Company will assume responsibility for operating the Hospitals in accordance with and subject to the terms and conditions of the CEA; and
- (f) The Company and BRF will commit to supporting LSU's academic, clinical and research missions.

**WHEREAS**, the sole member and manager of the Company has reviewed the terms and conditions set forth in the current draft of the CEA; and

**WHEREAS**, the sole member and manager of the Company has also been provided with a comprehensive report from the Chief Executive Officer of BRF, John F. George, Jr., and the Chairman of the Board of Directors of BRF, Stephen F. Skrivanos, on the status of negotiations (i) with LSU, DOA and DHH with respect to the terms of the CEA and (ii) with DHH with respect to the future funding for the operation of the Hospitals (collectively, the "Negotiations"); and

**WHEREAS**, the sole member and manager of the Company, after due discussion thereof, deems it in the best interest of the Company to approve the terms and conditions set forth in the current draft of the CEA and to authorized the Chief Executive Officer of BRF, John F. George, Jr., and the Chairman of the Board of Directors of BRF, Stephen F. Skrivanos, each on behalf of the Company, acting jointly or singly, to complete the Negotiations on such terms and conditions as John F. George, Jr. as the Chief Executive Officer of BRF and/or Stephen F. Skrivanos as the Chairman of the Board of Directors of BRF may determine to be appropriate; and

**NOW THEREFORE, BE IT RESOLVED**, that the sole member and manager of the Company approves the terms and conditions set forth in the current draft of the CEA.

**BE IT FURTHER RESOLVED**, that the Chief Executive Officer of BRF, John F. George, Jr., and the Chairman of the Board of Directors of BRF, Stephen F. Skrivanos, each on behalf of the Company, acting jointly or singly, are authorized to take any and all actions necessary (i) to complete the Negotiations, (ii) to finalize the draft of the CEA and (iii) to negotiate the terms and conditions of such additional documents necessary to effectuate the purposes of the CEA (the "Ancillary CEA Documents"), all as John F. George, Jr. as the Chief Executive Officer of BRF and/or Stephen F. Skrivanos as the Chairman of the Board of Directors of BRF may determine to be appropriate.

**BE IT FURTHER RESOLVED**, that upon completion of the Negotiations and upon finalizing the drafts of the CEA and the Ancillary CEA Documents, John F. George, Jr. as the Chief Executive Officer of BRF and/or Stephen F. Skrivanos as the Chairman of the Board of Directors of BRF shall present such drafts of the CEA and of the Ancillary CEA Documents to the sole member and manager of the Company for final review and approval.

**BE IT FURTHER RESOLVED**, that upon final review and approval of the drafts of the CEA and of the Ancillary CEA Documents by the sole member and manager of the Company, the Chief Executive Officer of BRF, John F. George, Jr., and the Chairman of the Board of Directors of BRF, Stephen F. Skrivanos, each on behalf of the Company, acting jointly or singly, are authorized to execute (and/or issue) the CEA and the Ancillary CEA Documents and to take any and all such further actions and to execute any and all such additional documents necessary to effectuate the purposes of the CEA as John F. George, Jr. as the Chief Executive Officer of BRF and/or Stephen F. Skrivanos as the Chairman of the Board of Directors of BRF may determine to be appropriate.

**BE IT FURTHER RESOLVED**, that any actions related to the CEA, the Ancillary CEA Documents or the Negotiations taken by John F. George, Jr. as the Chief Executive Officer of BRF and/or Stephen F. Skrivanos as the Chairman of the Board of Directors of BRF prior to the date hereof which would have been authorized hereby except that such actions occurred prior to such date be, and each hereby is ratified, confirmed, approved and adopted.

Thus done as of the 15th day of August, 2013.

SOLE MEMBER:

Biomedical Research Foundation of  
Northwest Louisiana



Name: Stephen F. Skrivanos  
Title: Chairman

**EXHIBIT 11.2(B) TO COOPERATIVE ENDEAVOR AGREEMENT**



**CERTIFIED RESOLUTIONS  
OF  
THE BOARD OF DIRECTORS  
OF  
BIOMEDICAL RESEARCH FOUNDATION OF NORTHWEST LOUISIANA**

**WHEREAS**, there has been submitted for consideration by the Board of Directors of Biomedical Research Foundation of Northwest Louisiana, a Louisiana nonprofit corporation (the "Corporation"), a draft of a Cooperative Endeavor Agreement ("CEA") regarding LSU Medical Center-Shreveport in Shreveport, Louisiana and E.A. Conway Medical Center in Monroe, Louisiana (collectively referred to herein as the "Hospitals") to be entered into by and among: (1) the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU"), (2) the Corporation, (3) BRF Hospital Holdings, L.L.C., a Louisiana limited liability company ("BRF Holdings"), (4) the State of Louisiana through the Division of Administration (the "DOA"), and (5) the State of Louisiana through the Department of Health and Hospitals ("DHH"); and

**WHEREAS**, the Corporation will be the sole member of the newly-created BRF Holdings and as a result thereof BRF Holdings will be considered a disregarded entity for federal tax purposes; and

**WHEREAS**, as set forth in Article III of the CEA, the parties to the CEA will enter into the following series of transactions:

- (a) LSU will lease the Hospitals to BRF Holdings pursuant to fair market value lease supported by appraisals;
- (b) LSU will lease all furniture, fixtures and equipment used in connection with operation of the Hospitals to BRF Holdings for fair market value;
- (c) LSU will transfer to BRF Holdings:
  - (i) all inventory and other tangible personal (corporeal movable) property used in connection with the operation of the Hospitals,
  - (ii) all accounts receivable for the Hospitals, and
  - (iii) all equipment leases, contracts, permits, licenses, books and records and prepaid expenses of the Hospitals, all in accordance with and subject to the terms and conditions of the CEA;
- (d) BRF Holdings will assume all accounts payable incurred in connection with the operations of the Hospitals and all equipment leases, contracts, permits and licenses of the Hospitals, all in accordance with and subject to the terms and conditions of the CEA;

- (e) BRF Holdings shall have the right, but not the obligations, in its sole discretion, to offset any amounts due from BRF Holdings to LSU under the Master Hospital Lease or the Equipment Lease against (i) any amounts due to BRF Holdings from LSU under the CEA or (ii) any shortfalls in payment of the State's obligation for funding for capital improvements pursuant to Section 4.3 of the CEA.
- (f) BRF Holdings will assume responsibility for operating the Hospitals in accordance with and subject to the terms and conditions of the CEA; and
- (g) The Corporation and BRF Holdings will commit to supporting LSU's academic, clinical and research missions.

**WHEREAS**, the Board of Directors of the Corporation has reviewed the terms and conditions set forth in the current draft of the CEA; and

**WHEREAS**, the Board of Directors has also been provided with a comprehensive report from the Chief Executive Officer of the Corporation, John F. George, Jr., and the Chairman of the Board of Directors of the Corporation, Stephen F. Skrivanos, on the status of negotiations (i) with LSU, DOA and DHH with respect to the terms of the CEA and (ii) with DHH with respect to the future funding for the operation of the Hospitals (collectively, the "Negotiations"); and

**WHEREAS**, the Board of Directors of the Corporation, after due discussion thereof, deems it in the best interest of the Corporation to approve the terms and conditions set forth in the current draft of the CEA and to authorized the Chief Executive Officer of the Corporation, John F. George, Jr., and the Chairman of the Board of Directors of the Corporation, Stephen F. Skrivanos, each on behalf of the Corporation, acting jointly or singly, to complete the Negotiations on such terms and conditions as John F. George, Jr. as the Chief Executive Officer of the Corporation and/or Stephen F. Skrivanos as the Chairman of the Board of Directors of the Corporation may determine to be appropriate; and

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Corporation approves the terms and conditions set forth in the current draft of the CEA.

**BE IT FURTHER RESOLVED**, that the Chief Executive Officer of the Corporation, John F. George, Jr., and the Chairman of the Board of Directors of the Corporation, Stephen F. Skrivanos, each on behalf of the Corporation, acting jointly or singly, are authorized to take any and all actions necessary (i) to complete the Negotiations, (ii) to finalize the draft of the CEA and (iii) to negotiate the terms and conditions of such additional documents necessary to effectuate the purposes of the CEA (the "Ancillary CEA Documents"), all as John F. George, Jr. as the Chief Executive Officer of the Corporation and/or Stephen F. Skrivanos as the Chairman of the Board of Directors of the Corporation may determine to be appropriate.

**BE IT FURTHER RESOLVED**, that upon completion of the Negotiations and upon finalizing the drafts of the CEA and the Ancillary CEA Documents, John F. George, Jr. as the Chief Executive Officer of the Corporation and/or Stephen F. Skrivanos as the Chairman of the Board of Directors of the Corporation shall present such drafts of the CEA and of the Ancillary CEA Documents to the Board of Directors of the Corporation for final review and approval.


**BE IT FURTHER RESOLVED**, that upon final review and approval of the drafts of the CEA and of the Ancillary CEA Documents by the Board of Directors of the Corporation, the Chief Executive Officer of the Corporation, John F. George, Jr., and the Chairman of the Board of Directors of the Corporation, Stephen F. Skrivanos, each on behalf of the Corporation, acting jointly or singly, are authorized to execute (and/or issue) the CEA and the Ancillary CEA Documents and to take any and all such further actions and to execute any and all such additional documents necessary to effectuate the purposes of the CEA as John F. George, Jr. as the Chief Executive Officer of the Corporation and/or Stephen F. Skrivanos as the Chairman of the Board of Directors of the Corporation may determine to be appropriate.

**BE IT FURTHER RESOLVED**, that any actions related to the CEA, the Ancillary CEA Documents or the Negotiations taken by John F. George, Jr. as the Chief Executive Officer of the Corporation and/or Stephen F. Skrivanos as the Chairman of the Board of Directors of the Corporation prior to the date hereof which would have been authorized hereby except that such actions occurred prior to such date be, and each hereby is ratified, confirmed, approved and adopted.

**CERTIFICATE**

As Secretary of Biomedical Research Foundation of Northwest Louisiana, a Louisiana nonprofit corporation, I hereby certify that the foregoing is a true and correct copy of resolutions duly and legally adopted by the Board of Directors of Biomedical Research Foundation of Northwest Louisiana on May 24, 2013, and that said resolutions have not been rescinded, modified or recalled, and are in full force and effect.

WITNESS my signature on this 24 day of May, 2013.

  
Edie S. Cummings, Assistant Secretary

**CERTIFIED RESOLUTIONS  
OF  
THE BOARD OF DIRECTORS  
OF  
BIOMEDICAL RESEARCH FOUNDATION OF NORTHWEST LOUISIANA**

**WHEREAS**, on September 30, 2013, a Cooperative Endeavor Agreement ("CEA") regarding LSU Medical Center–Shreveport in Shreveport, Louisiana and E.A. Conway Medical Center in Monroe, Louisiana (collectively, the "Hospitals") was entered into by and among: (1) the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU"), (2) Biomedical Research Foundation of Northwest Louisiana, a Louisiana nonprofit corporation (the "Corporation"), (3) BRF Hospital Holdings, L.L.C., a Louisiana limited liability company ("BRFHH"), (4) the State of Louisiana through the Division of Administration (the "DOA"), and (5) the State of Louisiana through the Department of Health and Hospitals ("DHH"); and

**WHEREAS**, CMS rejected the proposed State Plan Amendment submitted by DHH upon which the Medicaid funding for the Hospitals was based because DHH was a party to the CEA and required to provide Medicaid funding under Article III of the CEA; and

**WHEREAS**, in order to obtain CMS' approval of the proposed State Plan Amendment, the parties have agreed to amend the CEA to remove DHH as a party to the CEA and to remove the required Medicaid funding by DHH contained in Article III of the CEA; and

**WHEREAS**, in light of the removal of the required funding by DHH, the parties have agreed to amend Article IV of the CEA to allow for BRFHH to limit or reduce Core Services and Key Line Services provided (i) such limitation or reduction is approved by the good-faith determination by the BRFHH Board of Managers and is consistent with the mission of BRFHH and (ii) continued provision of such services at such levels would materially and adversely impact BRFHH or its subsidiaries or affiliates; and

**WHEREAS**, in light of the removal of the required funding by DHH, the parties have agreed to add Section 13.3 to the CEA to allow BRFHH to terminate the CEA upon 60 days prior written notice to LSU; and

**WHEREAS**, in light of the removal of the required funding by DHH, the parties have agreed to add Section 13.4 to the CEA to allow LSU to terminate the CEA upon 60 days prior written notice to BRFHH if BRFHH materially breaches the Public Purpose of the CEA; and

**WHEREAS**, there has been submitted for consideration by the Board of Directors of the Corporation, a final draft of the Amended and Restated Cooperative Endeavor Agreement in the form attached hereto ("Amended CEA") to be entered into by and among: (1) LSU, (2) the Corporation, (3) BRFHH and (4) the DOA; and

**WHEREAS**, the Board of Directors of the Corporation has reviewed the terms and conditions set forth in the Amended CEA; and

**WHEREAS**, the Board of Directors of the Corporation has also been provided with a report from the Chairman of the Board of Directors of the Corporation, Stephen F. Skrivanos, on the extensive negotiations that have taken place with LSU, DOA and DHH with respect to the terms and conditions of the Amended CEA; and

**WHEREAS**, the Board of Directors of the Corporation, after review thereof, deems it in the best interest of the Corporation to approve the terms and conditions set forth in the final draft of the Amended CEA and to authorize the Chairman of the Board of Directors of the Corporation, Stephen F. Skrivanos, on behalf of the Corporation, to execute (and/or issue) the Amended CEA on substantially the same terms and conditions set forth in the Amended CEA attached hereto, together with such changes, additions and deletions as to any or all of the terms and provisions thereof as the Executive Committee of the Board of Directors of the Corporation may approve by its Resolution; and

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Corporation hereby approves the terms and conditions set forth in the Amended CEA attached hereto.

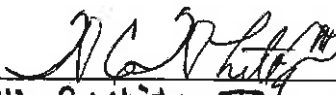
**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Directors of the Corporation, Stephen F. Skrivanos, on behalf of the Corporation, is authorized to execute (and/or issue) the Amended CEA on substantially the same terms and conditions set forth in the Amended CEA attached hereto, together with such changes, additions and deletions as to any or all of the terms and provisions thereof as the Executive Committee of the Board of Directors of the Corporation may approve by its Resolution, and to take any and all such further actions and to execute any and all such additional documents necessary to effectuate the purposes of the Amended CEA as Stephen F. Skrivanos as the Chairman of the Board of Directors of the Corporation may determine to be appropriate.

**BE IT FURTHER RESOLVED**, that any actions related to the Amended CEA taken by Stephen F. Skrivanos as the Chairman of the Board of Directors of the Corporation prior to the date hereof which would have been authorized hereby except that such actions occurred prior to such date be, and each hereby is ratified, confirmed, approved and adopted.

#### CERTIFICATE

As Secretary of Biomedical Research Foundation of Northwest Louisiana, a Louisiana nonprofit corporation, I hereby certify that the foregoing is a true and correct copy of resolutions duly and legally adopted by the Board of Directors of Biomedical Research Foundation of Northwest Louisiana on October 8, 2014, and that said resolutions have not been rescinded, modified or recalled, and are in full force and effect.

WITNESS my signature on this 8<sup>th</sup> day of October, 2014.

  
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Willie C. White, III, Secretary