

MEMORANDUM OF UNDERSTANDING

BY AND AMONG

SOUTHERN REGIONAL MEDICAL CORPORATION;

HOSPITAL SERVICE DISTRICT NO. 1
OF THE PARISH OF TERREBONNE

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

THE STATE OF LOUISIANA, THROUGH THE DIVISION OF ADMINISTRATION

AND

THE LOUISIANA DEPARTMENT OF HEALTH

DATED EFFECTIVE SEPTEMBER 11, 2016

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into effective this 11th day of September, 2016, by and among the HOSPITAL SERVICE DISTRICT NO. 1 OF THE PARISH OF TERREBONNE, a body corporate and created pursuant to La. R.S. 46:1051 et seq. (Terrebonne), SOUTHERN REGIONAL MEDICAL CORPORATION (SRMC) – a Louisiana nonprofit corporation in which

RECITALS

WHEREAS, the Parties have, effective June 23, 2013, entered into a Cooperative Endeavor Agreement (CEA) for the Public Health

role in the community in the most efficient and cost-effective manner;

WHEREAS, in maintaining this goal, the Parties also have the goal of providing the highest quality of health care services to all residents of the State in the most efficient manner possible;

WHEREAS, in order to meet these goals, the Parties agree that they must further specify key services

and during the time period in which the above-referenced CEA and Related Agreements have been in effect, the Parties have learned that the State's system for health care delivery and medical education must be further reformed in order to be sustainable;

WHEREAS, in order to begin the process of reformation of these partnerships and delivery systems, the Parties agree that some of the partnership CEAs and, to the extent applicable, the Related Agreements

WHEREAS, in order to achieve these goals, the Parties agree that the new model of care delivery will ensure that delivery of health care is budget driven in order to maintain optimal efficiency; and

WHEREAS, the Parties expressly agree, notwithstanding anything to the contrary that may appear in any contract, that the MOU shall not be construed to create any new or additional obligations for either Party beyond those set forth herein;

NOW, THEREFORE, the Parties agree as follows:

1. Notwithstanding any language to the contrary, the Parties expressly agree that the provisions of this MOU shall control where the language conflicts with any underlying Collective Bargaining Agreement provisions. Further, the Parties agree that where this MOU does not expressly contradict the CFA or a Related Agreement, the CFA shall prevail in the full and complete discharge of its obligations.

2. The Parties agree that SRMC and Terrebonne will comply with all requirements required by the State of Louisiana and the Department of Health and Hospitals, including but not limited to, all information required to be reported to the State.

3. In the event SRMC or Terrebonne has contracted with LSU for physician services, it is expressly stated herein that the Parties shall pay fair market value as determined by salary data compiled by the Association of American Medical Colleges ("AAMC") for these agreements to LSU within 15 calendar days of receipt of invoice.

4. SRMC and Terrebonne agree to evaluate their current reimbursement contracts with all entities, including but not limited to Arch Entty, to receive fair market value reimbursement for services rendered. SRMC and Terrebonne also agree to increase efforts to maximize collections from all private-pay reimbursement sources.

5. SRMC and Terrebonne agree that they will reevaluate all cost centers of the respective hospital, in order to ensure that they are cost-effective.

BY AND FOR THE BOARD OF DIRECTORS OF SRMC:

____, SRMC, and Terrebonne agree that the MOU shall not be construed to create any new or additional obligations for either Party beyond those set forth herein, and shall not be construed to create any new or additional obligations for either Party beyond those set forth herein.

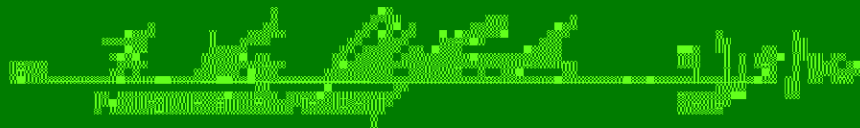
B. Payments to SRMC and Terrebonne, over and above the MOU, shall be made in accordance with the following:

9. Funding and payments received by LCU, the State of Missouri, or the State of Missouri's political subdivisions, including the Missouri Statewide Health Care Cost Review Commission, from 2010 to 2014, and the amount of such funding and payments received by LCU, the State of Missouri, or the State of Missouri's political subdivisions, including the Missouri Statewide Health Care Cost Review Commission, from 2010 to 2014.

Committee on Health Care Delivery

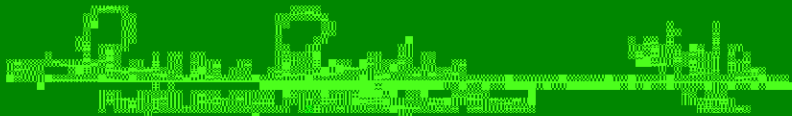
PROFESSIONAL FEE SCHEDULES FOR PHYSICIANS AND PHYSICIAN ASSISTANTS

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