CLINICAL SERVICES AGREEMENT

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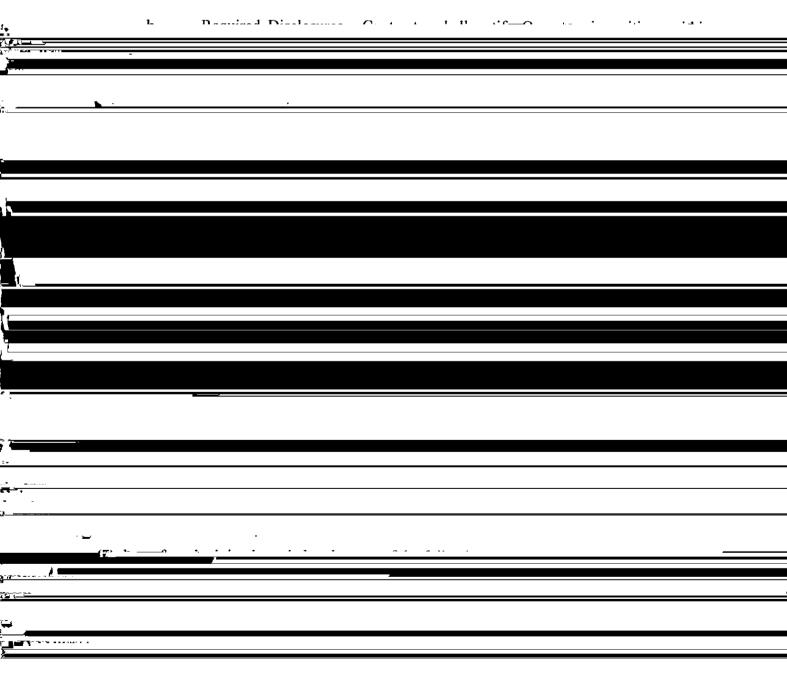
the "Parties", each a "Party".

	a. Clinical Services. The term "Clinical Services" shall mean the services
	a. <u>Clinical Services.</u> The term <i>Clinical Services</i> shall mean the services spanshing the services and incorporated harain by reference.
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	b. <u>Hospital Policies</u> . The term " <i>Hospital Policies</i> " shall mean and include the
	policies and procedures of the Hospital, the Bylaws and rules and regulations of the Medical Staff
	and other policies, practices and procedures of the Hospital and the Manager all as are from time to time adopted, authorized and approved.
	c. <u>Medical Staff</u> . The term " <i>Medical Staff</i> " shall mean the organized medical staff of the Hospital or any duly constituted subdivision thereof.
	2. CONTRACTOR'S OBLIGATIONS.
	a. <u>Clinical Services</u> . During the Term (as defined in Section 6 below) of this
	Agreement, Contractor shall provide Health Care Providers to perform the Clinical Services
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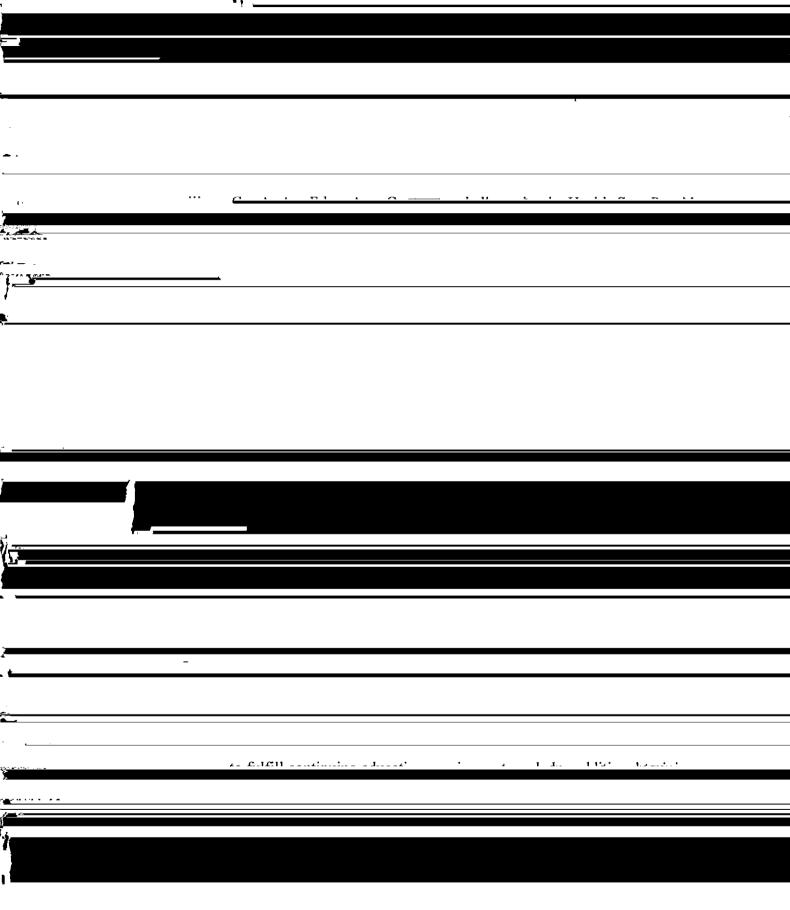
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the terms of this Agreement; provided, however, that Contractor and/or the Health Care Providers shall have the right to access, inspect or obtain copies of such reports, records and supporting documents upon reasonable request, for continuing care and for billing purposes.

iii. Contractor shall retain all books, records and other documents relevant to this Agreement and/or the Clinical Services for at least four (4) years after the furnishing the Clinical Services and shall make available upon the request of federal officials or their representatives, this Agreement and Contractor's books, documents and records as may be necessary to certify the nature and extent of the cost incurred by Operator and/or the Hospital for the Clinical Services provided pursuant to this Agreement.



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	Hospital setting forth the appropriate details of the costs incurred by
	Contractor. Contractor shall ensure that, at a minimum: (A) each Health
	Care Provider is validly licensed to practice in his/her respective field
	Care Florider is variety incensed to practice in his/her respective field
	(medicine, advanced nursing, etc.) in the State of Louisiana; and (B) to the
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the Hospital;

viii. assistance to Contractor in its billing and collection efforts by obtaining and providing to Contractor accurate and complete demographic, insurance and employment information on Hospital patients treated by the Health Care Providers; and

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program.

c. <u>Participation in Medicaid</u>. The Hospital shall participate in Medicaid

	Contractor shall recruit a mutually agreeable equivalent replacement or substitute Health Care
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	Provider can be recruited, for any reason whatsoever, Exhibit A shall be amended to reflect the change in the scope of the Clinical Services to be provided under this Agreement and Exhibit B
	shall be amended to reflect any corresponding changes in compensation due to Contractor nereunder.
I	iereunder.
	e. <u>Billing</u> .
	i. Schedule of Contractor Charges. Contractor shall, upon the Manager's
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are not allowable costs under this Agreement, the Hospital shall have the right to set off and withhold said amounts from any amount due to Contractor hereunder.

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Hundred Twenty (120) days prior to the expiration of the Term, Operator and Contractor shall enter into negotiations to determine the Clinical Services and compensation to be provided in a new agreement between the Parties commencing on July 1, 2014, if any.

7. TERMINATION.

- a. <u>Termination by Mutual Consent or Without Cause</u>. This Agreement may be terminated by the mutual, written consent of the Parties. Further, either Party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other Party.
- b. <u>Termination for Breach</u>. Except as more specifically set forth below, either Party may terminate this Agreement upon breach by the other Party of any material provision of this Agreement, provided such material breach continues for thirty (30) days after receipt by the breaching Party of written notice of such breach from the non-breaching Party without the breaching Party commencing a cure of said breach within the thirty (30) day period and diligently prosecuting

receive or accept from Operator or the Manager any remuneration or other compensation whatsoever for the Clinical Services. It is expressly acknowledged and stipulated by the Parties that each Health Care Provider providing Clinical Services to the Hospital is and shall be an employee or contractor solely of Contractor and shall not, for any purpose whatsoever, be or be considered an employee, representative, or agent of Operator.

	b.	No Employer/I	Employee Rela	tionship. No	hing in this	Agreement is	intended,
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		ne Clinical Servic					
y Contra	ctor and t	he Health Care F	Providers in a	manner consi	stent with th	ne standards	governing
	cal Servic	es and the provis	ions of this Ag			set forth in th	is Section

challenge the status of Contractor or the Health Care Providers, the Parties hereto mutually agree that both Contractor and Operator shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, irrespective of whom or by whom such discussions or negotiations are initiated.

	7. Hibolitator
	a. <u>Contractor's Insurance Obligations</u> . Contractor agrees to furnish Operator,
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except by mutual written agreement.

f. Governing Law and Venue. This Agreement has been executed and delivered in and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Louisians. All during and obligations of the Darting created because are not forweakly in	e. <u>Incorporation of Recitals and Exhibits</u> . The Parties agree and acknowledge that the foregoing recitals are true and correct, are incorporated herein by reference and are made a part hereof in their entirety. The Parties agree and acknowledge that the Exhibits attached hereto are
f. Governing Law and Venue. This Agreement has been executed and delivered in and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of	
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	shall not be deemed to define or limit the provisions of this Agreement.
*	p. <u>Assignment; Binding Effect</u> . Except as expressly set forth in this Agreement, 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
	q. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed

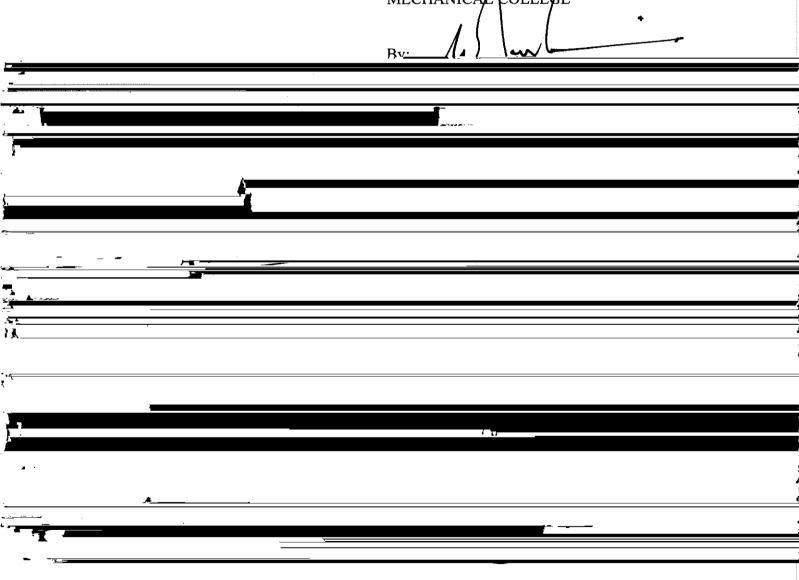
Signature Page for Clinical Services Agreement

THUS DONE AND SIGNED by Contractor as of the 23'day of June

2013:

CONTRACTOR:

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



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	THUS DONE AND SIGNED by Operator as of the 23 day of June, 2013:
	THOS DONE AND SIGNED by Operator as of the 20 day of, 2015.
	OPERATOR:
	SOUTHERN REGIONAL MEDICAL
	CORPORATION
	By: Ruy Rodes
	By. Prodec
	Name: Phyllis Peoples
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