

MASTER TRANSITION SERVICES AGREEMENT

This Master Transition Services Agreement (“Transition Agreement”) is made and entered into as of January 14, 2014 by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), acting through the Louisiana State University Health Sciences Center at New Orleans (“LSUHSC-NO”) and its Health Care Services Division (“HCSD”), and Our Lady Of The Angels Hospital, Inc. (“OLOAH”).

WHEREAS, OLOAH, LSU, State of Louisiana, Division of Administration, and State of Louisiana, Department of Health and Hospitals have agreed to enter into a Cooperative Endeavor Agreement (“CEA”) whereby OLOAH has agreed to provide specified healthcare operations and services through the Bogalusa Medical Center (the “Hospital”);

WHEREAS, OLOAH recognizes that the comprehensive transitions provided under the CEA contemplate an orderly and global transformation of multiple services in timely fashion without material disruption of services and therefore desires for the HCSD to provide certain specified transition services to OLOAH during this transition period;

WHEREAS, the HCSD currently provides various information technology and related services to the Hospital while operating under the direction and control of LSUHSC-NO and the HCSD and is willing, pursuant to the CEA and the transactions contemplated therein, to continue maintaining certain such services for and on behalf of the Hospital and OLOAH during the Transition Period, as more fully set forth herein;

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:

1. DEFINITIONS

1.1 Any capitalized terms not otherwise defined in this Transition Agreement shall have the same meanings as set forth in the CEA.

1.2 “CEA” shall mean the Cooperative Endeavor Agreement identified in the opening preamble above, as amended.

1.3 “Hosting Services” shall mean the services described in Exhibit C hereto.

1.4 “IT Services” shall mean the information technology services described in Exhibit A hereto.

1.5 “Parties” shall mean the parties to this Transition Agreement, and each may be referred to as a “Party.”

1.6 “PHI” has the meaning given to the term “Protected Health Information” under the Standards for Privacy of Individually Identifiable Health Information that is codified at 45 CFR parts 160 and 164, Subparts A and E, including but not limited to, 45 CFR §164.501.

1.7 “Services” shall collectively include and mean the IT Services, the Support Services and the Hosting Services.

1.8 “Software” shall mean the software licensed to the HCSD by Third Party Vendors that is provided to OLOAH for use in the Hospital pursuant to this Transition Agreement.

1.9 “Support Services” shall mean the support and maintenance services described in Exhibit B hereto.

1.10 “Third Party Contracts” shall mean information technology contracts, software license agreements, support agreements and various other contracts and agreements associated with and essential to the on-going operations of the Hospital, specifically including, without limitation, the existing contracts with the vendors identified on Exhibit D.

1.11 “Third Party Vendors” shall mean the various third parties that have licensed or otherwise provide essential software, services and related technology to the HCSD pursuant to Third Party Contracts for use by the Hospital in providing on-going healthcare services and operations throughout the Hospital, including those licensors and vendors identified in Exhibit D hereto.

1.12 “Transition Period” shall mean the period of time during which the HCSD will provide the various services specified hereunder, as specifically set forth in Section 4.1 hereof.

1.13 In this Transition Agreement, unless the contrary intention appears:

(a) headings are for ease of reference only and do not affect the meaning of this Transition Agreement;

(b) the singular includes the plural and vice versa and words importing a gender include other genders;

(c) the terms “including” and “includes” shall be deemed to be followed by the statement “without limitation” and any obligation not to do something shall include restriction against permitting such thing to be done by a third party.

(d) a reference to a specific time for the performance of an obligation is a reference to that time in the place where that obligation is to be performed;

(e) a reference to a Party includes its executors, administrators, successors and permitted assigns; and

(f) the following schedules are incorporated into and made a part of this Transition Agreement:

Exhibit A	IT Services
Exhibit B	Support Services
Exhibit C	Hosting Services
Exhibit D	Third Party Vendors
Exhibit E	Business Associate Agreement
Exhibit F	HIPAA Compliance Agreement

2. TRANSITION SERVICES

2.1 Information Technology Services. During the Transition Period, the HCSD will maintain and provide to OLOAH for the Hospital the information technology services described on Exhibit A and attached hereto (collectively, the "IT Services"). OLOAH agrees and acknowledges: (i) to the extent such IT Services consist of Third Party Contracts or Software, LSU is merely a licensee of said software, services and technology and is not the software developer or owner of said technology and therefore makes no representations, warranties or commitments whatsoever regarding the operations, functions or performance of any such software, services and/or technology from Third Party Vendors utilized by LSU for purposes of providing the IT Services hereunder; and (ii) to the extent such IT Services consist of Third Party Contracts or Software, LSU shall have no liability whatsoever regarding the operations, functions, performance, non-performance, defects and/or inoperability of any software, services and/or technology from Third Party Vendors utilized by LSU for purposes of providing the IT Services hereunder.

2.2 Support and Maintenance Services. During the Transition Period, the HCSD will provide OLOAH, for the Hospital, the support and maintenance services described on Exhibit B and attached hereto (collectively, the "Support Services") to support the Software.

2.3 Hosting Services. During the Transition Period, the HCSD will make available or provide to OLOAH, for the Hospital, the hosting services described on Exhibit C and attached hereto (collectively, the "Hosting Services"). OLOAH agrees and acknowledges : (i) LSU is merely making available or providing the limited Hosting Services described in Exhibit C and therefore makes no representations, warranties or commitments whatsoever regarding the operations, functions or performance of any such software, services and technology licensed to LSU and/or any data or other operations hosted by the HCSD hereunder; (ii) LSU does not control the transfer of data over telecommunications facilities, including the Internet, and therefore LSU does not warrant secure operation of third party telecommunications facilities or that it will be able to prevent third party disruptions of the Hosting Services and (iii) LSU shall have no liability whatsoever regarding the operations, functions, performance, non-performance, defects and/or inoperability of any software, data, services and technology from Third Party Vendors hosted by LSU or the hosting services provided by any Third Party Vendor.

2.4 Change in Services. HCSD may subcontract all or any part of the Services to be provided or performed by HCSD hereunder *provided, however*, that HCSD must obtain OLOAH's prior written consent before materially reducing the quality or quantity of any Services performed by HCSD and shall in all cases retain responsibility for the provision of Services performed by any subcontractor in place of HCSD. If at any time during the Transition Period, OLOAH requests a material change in any of the Services, the Parties hereto will negotiate diligently and in good faith with respect to the scope and cost of any such requested change(s).

2.5 Transition of Services. HCSD represents and warrants that (i) the Services are substantially similar to the services previously made available to the Hospital while under the control and direction of LSU; (ii) it will perform all Services in good faith, in compliance with the law, and in a timely, professional and workmanlike manner; (iii) it will assign sufficient

resources and qualified personnel as are reasonably required to perform the Services in accordance with the standards set forth in the preceding clauses; (iv) it will employ industry standard practices, including the maintenance of virus protection software, to protect the integrity of data submitted by OLOAH and not cause the data to become inaccurate; and (v) to the best of its knowledge, HCSD (a) has all the necessary rights to provide the Services to OLOAH ; and (b) will not knowingly introduce any virus, Trojan horse, time bomb or other disabling device, defective code or malware into the Services or Software.

Notwithstanding any statement or other provision to the contrary, OLOAH agrees and acknowledges that HCSD has previously provided the Services to the Hospital while under the control and direction of LSU and the primary purpose of this Transition Agreement is to transition these existing Services, as is, to OLOAH with the understanding that OLOAH will use the Transition Period to make its own arrangements for continued access and use of similar services from various third party providers beyond the Transition Period, as deemed necessary and appropriate by OLOAH.

2.6 Cooperative Endeavor Agreement. OLOAH and LSU agree that this Transition Agreement is ancillary to the CEA and is one component of the various engagements and transactions contemplated under the CEA.

2.7 LSU Not a Medical Provider. OLOAH agrees and acknowledges that the Software and Services are merely a conduit for information only and in no way a substitute for competent medical advisors or related clinicians. All medical practice management and patient care decisions made in which the Software and/or Services may be utilized, and the consequences thereof, will remain the exclusive responsibility of the respective physicians and other health care providers with privileges to use the Software and/or Services. The successful operation of the Software and/or Services are dependent, in part, on use of proper procedures and systems for the management of the data being processed and input of correct data, and LSU shall have no responsibility for the accuracy and adequacy of any data input and/or PHI after the date of this Transition Agreement for processing through the Software and/or Services.

2.8 Hospital Access and Reasonable Cooperation. OLOAH shall provide HCSD with access to and use of Hospital (or equivalent space) as reasonably necessary for HCSD to comply with the terms of this Transition Agreement and to provide the Services to and/or on behalf of OLOAH. In addition, the Parties agree to mutually cooperate for HCSD to provide the Services to OLOAH as set forth herein. In addition, to the extent HCSD requests additional space at the Hospital to complete transition-related tasks, OLOAH will use reasonable efforts to accommodate HCSD's request.

3. THIRD PARTY CONTRACTS

3.1 Existence of Third Party Contracts and Other Agreements. The Parties agree and acknowledge: (i) LSU has previously entered into a significant number of agreements common to the healthcare industry with various third party software and service vendors, including without limitation certain Third Party Contracts essential to the on-going healthcare services and operations of the Hospital; (ii) assignment of the Third Party Contracts from LSU to OLOAH was not feasible within the existing time constraints to permit an efficient and effective

transition of healthcare services and therefore OLOAH has requested that HCSD provide the Services to OLOAH by generally continuing operations under the Third Party Contracts during the Transition Period for and on behalf of OLOAH; (iii) LSU will be required to maintain and continue operating under these Third Party Contracts in order to provide the requested Services to OLOAH during the Transition Period; (iv) LSU would otherwise seek to immediately terminate the Third Party Contracts and other agreements and/or allow them to immediately expire were it not for OLOAH's need and desire for the LSU to maintain the Third Party Contracts in order to provide a continuation of the Services to the Hospital during the Transition Period; (v) LSU's on-going contractual obligations under the Third Party Agreements will continue to exist under the Third Party Contracts as a result of OLOAH's request for continuation of Services by the HCSD through the Transition Period; (vi) LSU generally intends and/or expects to terminate and/or not renew these Third Party Contracts immediately upon the expiration of the Transition Period; and (vii) LSU generally intends and/or expects to immediately terminate and/or not renew all other third party agreements that are not identified by OLOAH as being essential to the continued on-going healthcare services and operations of the Hospital.

3.2 Liability Under Third Party Contracts. OLOAH agrees and acknowledges that LSU and OLOAH have agreed for LSU to provide Services to OLOAH by continuing operations under the Third Party Contracts during the Transition Period for and on behalf of OLOAH with the general objective of redirecting LSU's existing obligations under the Third Party Contracts to OLOAH during the Transition Period through this Transition Agreement and payment of the Fees set forth in subsection 5.1.

3.3 Indemnity Under Third Party Contracts. OLOAH agrees to fully indemnify and hold LSU, its board members, agents, officers, representatives, employees and Affiliates (collectively the "Indemnitees") harmless from and against any and all claims, damages, losses, fees or expenses (including attorney's fees and other litigation expenses) asserted against any Indemnitee by any Third Party Vendor that arises out of any act or omission by OLOAH and/or its officers, employees, affiliates, representatives and/or agents in violation of any Third Party Contracts for any Third Party Vendors specifically identified in Exhibit D hereto; provided, however, that nothing in this Transition Agreement shall obligate OLOAH to indemnify any Indemnitee for any claims, damages, losses, fees or expenses that arise out of the violation of any Third Party Contract solely as a result of OLOAH's access to and use of the Third Party Contracts and Software pursuant to the terms of this Transition Agreement. LSU is entitled to participate at its option and expense through counsel of its own selection, and may join in any legal actions related to any such claims, demands, damages, losses and expenses arising hereunder.

3.4 Third Party Vendors. OLOAH agrees and acknowledges: (i) the various third party software, services and technology licensed to the HCSD for use by OLOAH in the Hospital for providing on-going healthcare services and operation of the Hospital are provided and/or licensed through or by various Third Party Vendors and/or providers; (ii) LSU is not a software vendor or developer and shall have no liability to OLOAH for any software, products and/or services that are offered or provided by any Third Party Vendor; (iii) LSU does not warrant, guarantee, endorse or otherwise make any representations, warranties or commitments or otherwise obligate itself in any manner whatsoever regarding any products and/or services

licensed by any Third Party Vendor and the performance or operation of any such Third Party Vendor products or services; (iv) LSU shall have no liability, responsibility or other obligation whatsoever for defects existing in any Software licensed to LSU by Third Party Vendors and/or any products and/or services that OLOAH separately licenses from any third party vendor or other person or entity (“OLOAH-Licensed Software”) and/or the operation, performance and/or non-performance of any OLOAH-Licensed Software; and (v) LSU shall have no liability, responsibility or other obligation whatsoever for any delays, failure, deficiency, inoperability, error and/or other unsatisfactory performance of the Services that is caused by any OLOAH-Licensed Software.

4. TRANSITION PERIOD AND TERMINATION

4.1 Transition Period. Unless earlier terminated as provided herein, the Transition Period shall commence as of March 17, 2014 (the “Commencement Date” or “Effective Date”) and shall terminate as of the close of business on June 24, 2015.

4.2 Extension of Transition Period. Upon written agreement of the Parties, the Transition Period may be extended for an additional one (1) year period. Any Party that wishes to extend the Transition Period for another year must provide written notice to the other Party of the requested extension at least two hundred (200) calendar days prior to the expiration of the Transition Period (or any extension thereof) so that LSU may take action to renew or terminate the applicable Third Party Contracts, as may be appropriate.

4.3 Cooperation. Each of the Parties hereto agrees to cooperate with the other in connection with the performance of their respective obligations under this Transition Agreement, including but not limited to (i) notifying the other Party if a Party becomes aware of a violation of the other Party’s policies or procedures by any person; and (ii) providing reasonable assistance to document and resolve such violation; (iii) negotiating and executing any documents and/or additional agreements and/or amendments as may reasonably be deemed necessary to further document the transactions completed under this Transition Agreement and/or to cure or correct any deficiencies and/or omissions in the documentation of the transactions contemplated hereunder; and (iv) working together to establish, strengthen and maintain such technical controls and safeguards as are commercially feasible and appropriate to protect PHI against unauthorized access and/or use in compliance with federal and state laws and regulations.

4.4 Post Transition Period. To the extent they are reasonably able, upon any termination or expiration of the Transition Agreement for any reason, each Party agrees to reasonably assist the other Party with any transitions required as a result of any termination or expiration of this Transition Agreement, including working with any third party retained by OLOAH to take over the services provided hereunder. Any obligations of LSU hereunder are conditioned on (i) receiving timely written request from OLOAH for the transition assistance contemplated hereunder, and (ii) OLOAH paying LSU on a time and materials basis at LSU’s then current rates or \$175 per hour, whichever amount is higher, for all such assistance provided by LSU. Neither party shall be required to provide any transition assistance under this subsection for more than three (3) months from termination or expiration of this Transition Agreement.

4.5 Termination of CEA. Unless specifically and expressly agreed otherwise in writing by the Parties hereto, any termination of the CEA shall result in the automatic termination of this Transition Agreement, subject to Section 4.4 and any applicable Wind Down Period as set forth in the CEA, effective as of the effective date of the expiration or termination of the CEA as the case may be, provided that the applicable provisions of the Business Associate Agreement and the HIPAA Agreements, shall remain in effect so long as either Party has access to PHI of any other party or entity, as provided in the Business Associate Agreement and the HIPAA Agreements.

4.6 Obligation for Service Fees. OLOAH shall remain fully obligated to pay any and all Service fees and charges that have been incurred and/or earned by LSU hereunder prior to any termination or expiration of this Transition Agreement.

4.7 Survival. The provisions of this Transition Agreement which should by their nature survive termination or expiration, shall survive termination or expiration of this Transition Agreement.

5. PAYMENT FOR SERVICES

5.1 Fees for Services. The annual fees to be paid by OLOAH to LSU for the Services provided hereunder are set forth in Exhibit A hereto. The total Services fees shall be billed by LSU monthly on a pro-rata basis over the Transition Period by submission of monthly billing invoices setting forth the amount of fees for the services rendered as described above. In the event OLOAH requests early termination of specific Services set forth on Exhibit A prior to expiration of the Transition Period, LSU will, in good faith, seek to obtain a corresponding reduction, credit or refund of the related fees that LSU has paid or otherwise pays to the applicable Third Party Vendor for such Services. In the event LSU is successful in obtaining any such reduction, credit or refund as a result of OLOAH's request for early termination, LSU will pass through to OLOAH a pro-rata proportion of such reduction, credit or refund to the extent it is reasonably able to do so. Otherwise, OLOAH shall have no right hereunder to any reduction, credit or refund for its early termination of any Services. OLOAH shall make payments in respect of any such invoice within thirty (30) days after the date of receipt of such invoice. Any fees chargeable upon any extension or renewal of the Transition Period shall be reasonably negotiated by the Parties if said extension and/or renewal is mutually desired by the Parties.

5.2 Others Charges. In the event OLOAH requests that LSU provide additional and/or supplemental services for the Hospital that are not contemplated or specified herein, the Parties agree to reasonably negotiate in good faith to allocate additional applicable fees and/or charges as may be mutually agreed upon in advance by OLOAH and LSU in connection with any such unanticipated charges, expenses and/or supplemental services.

5.3 Past Due Fees. Any and all fees payable to LSU hereunder shall accrue interest at the rate of the official cash rate plus 1.5% per annum calculated monthly, from the due date until paid. All payments to be made by OLOAH under this Transition Agreement shall be made free of any deduction, set-off or counterclaim, except for any portion of an invoice that is subject to a genuine dispute by the OLOAH. Failure by OLOAH to timely pay any fees payable to LSU

hereunder shall be considered a Default pursuant to Section 9.1 until such time as the overdue fees have been fully paid.

6. COMPLIANCE

6.1 Provision of Services. HCSD will continue to provide the Services to OLOAH in good faith and with due care consistent with the care the HCSD has previously exercised in performing such Services while the Hospital was under the control and direction of LSU.

6.2 Compliance with Laws. LSU shall provide the Services in material compliance with all applicable federal, state and local laws, ordinances and regulations and OLOAH shall operate the Hospital and otherwise perform its duties and obligations hereunder in material compliance with all applicable federal, state and local laws, ordinances and regulations.

6.3 HIPAA Agreements. The Parties acknowledge and agree that HCSD is acting a Business Associate of OLOAH, as that term is defined by the regulations issued under the Health Information Portability and Accountability Act of 1996 ("HIPAA"), in providing the Transition Services hereunder. As such, LSU and OLOAH shall comply with the terms of the Business Associate Agreement attached hereto as Exhibit E, as applicable, as well as the HIPAA Compliance Agreement attached hereto as Exhibit F and related HIPAA confidentiality agreements executed between the Parties and attached as exhibits to the HIPAA Compliance Agreement (collectively, the "HIPAA Agreements"). The Parties shall amend the HIPAA Agreements as is necessary to comply with the requirements of the Privacy and Security Regulations (as such term is defined in the HIPAA Agreements). Notwithstanding any of the foregoing (i) to the extent that any provisions of this Transition Agreement conflict with the provisions of the HIPAA Agreements, the HIPAA Agreements shall control, and (ii) to the extent that any of the provisions of the HIPAA Agreements conflict with the provisions of HIPAA, HIPAA shall control.

6.4 Availability to Secretary and Others. If required by applicable law, the Parties agree that until the expiration of four (4) years after the furnishing of services under this Agreement, HCSD will make available to the Secretary of the United States Department of Health and Human Services and the United States Comptroller General, and their duly authorized representatives, this Transition Agreement and all books, documents and records reasonably necessary to certify the nature and extent of the costs of the goods and services provided under this Transition Agreement.

6.5 Wages and Taxes. For such time as any employees of LSU or HCSD or any of their affiliates are providing the Services to OLOAH under this Agreement, (a) such employees will remain employees of LSU, HCSD or such affiliate, as applicable, and shall not be deemed to be employees of OLOAH for any purpose, and (b) LSU, HCSD or such affiliate, as applicable, shall be solely responsible for the payment and provision of all wages, bonuses and commissions, employee benefits, including severance and worker's compensation, and the withholding and payment of applicable Taxes relating to such employment.

7. WAIVER OF WARRANTY AND LIMITATION OF LIABILITY

7.1 Disclaimer and Waiver of Warranty. UNLESS AND EXCEPT AS SPECIFICALLY STATED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LSU MAKES NO REPRESENTATIONS OR WARRANTIES, AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, TIMELINESS, FITNESS FOR A PARTICULAR PURPOSE, OR QUALITY. UNLESS AND EXCEPT AS SPECIFICALLY STATED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, (I) ALL SERVICES ARE PROVIDED "AS IS"; AND (II) LSU DOES NOT WARRANT THAT THE SERVICES WILL MEET OLOAH'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE ENTIRELY ERROR FREE, FREE FROM VIRUSES, OR UNINTERRUPTED OR FUNCTION PRECISELY AS DESCRIBED IN ANY ACCOMPANYING DOCUMENTATION. LSU SPECIFICALLY DISCLAIMS ANY DIRECT OR CONSEQUENTIAL LIABILITY FOR LOSS OF ANY FORM OF DATA. IN ADDITION, AND FOR CERTAINTY, LSU SHALL HAVE NO LIABILITY FOR FAILURE TO PROVIDE SERVICES IF SUCH FAILURE ARISES FROM CAUSES BEYOND LSU'S CONTROL.

7.2 Limitation of Liability. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER UNDER THIS TRANSITION AGREEMENT (EXCEPT FOR THE PAYMENT OF FEES OWED TO LSU, VIOLATIONS OF THE BUSINESS ASSOCIATE AGREEMENT AND THE BREACH OF OBLIGATIONS OF CONFIDENTIALITY AND INDEMNIFICATION OF EACH PARTY HEREUNDER) FOR ANY ALLEGED DAMAGES ARISING OUT OF, BASED ON, OR RELATING TO THIS TRANSITION AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO SAID PARTY'S ACTUAL DAMAGES UP TO THE SUM OF THE TOTAL SERVICE FEES PAYABLE TO LSU AS SET FORTH ON EXHIBIT A. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

7.3 Waiver of Certain Special Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY LEGAL THEORY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUES, (EVEN IF ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATED TO THIS TRANSITION AGREEMENT OR THE SERVICES PROVIDED HEREUNDER. LIABILITY FOR DAMAGES SHALL BE LIMITED AND/OR EXCLUDED AS PROVIDED IN THIS TRANSITION AGREEMENT, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS TRANSITION AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

7.4 Exclusive Remedy for Breach of Non-Excludable Warranties and Conditions. Certain statutes, rules and regulations may imply certain non-excludable warranties or conditions. To the extent such are not permitted to be excluded or waived, LSU's (including its

employees, agents, and officers) total aggregate liability for breach of such conditions or warranties shall be limited to correction or substitution of any non-conforming Services.

7.5 Waiver of Vicarious Liability. Subject to any express provision of this Transition Agreement to the contrary, no Party has liability to the other for (i) errors and omissions of third parties beyond such Party's control and (ii) any acts of any third party, software vendor or licensor, third party service provider and/or Third Party Vendor.

7.6 Pass-through of Warranties and Indemnifications; Assistance with Vendors. LSU will use commercially reasonable efforts, at OLOAH's cost, to attempt to provide OLOAH the benefit of any warranties and indemnifications available under the Third Party Contracts and Software to the maximum extent permissible under the Third Party Contracts and Software. If OLOAH is not entitled to the direct benefit of such warranties, LSU agrees to use commercially reasonable efforts, at OLOAH's cost, to assert LSU's warranty and indemnification claims under the Third Party Contracts and Software and seek to provide OLOAH the benefit of any such claims as requested in writing by OLOAH. LSU agrees to use good faith efforts to assist OLOAH, at OLOAH's cost, in working with Third Party Vendors to resolve any issues related to performance of the Services and any issues reported by OLOAH to LSU, including without limitation requests for fixes, updates, and modifications; provided, however, that OLOAH acknowledges such assistance is not a representation by LSU that the Third Party Vendors are obligated to resolve any such issues.

8. INDEMNIFICATION

8.1 Indemnity for Services. OLOAH agrees to fully indemnify and hold LSU, its board members, agents, officers, representatives, employees and Affiliates ("LSU Indemnitees") harmless from and against any and all claims, damages, losses, fees or expenses (including attorney's fees and other litigation expenses) and legal costs arising from any lawsuits, administrative agency or other actions by third parties (collectively, "Losses") asserted against any LSU Indemnatee that arises out of or is attributed, directly or indirectly, to the intentional misconduct or gross negligence of OLOAH or any of its employees, officers, agents, subcontractors or representatives. LSU is entitled to participate at its option and expense through counsel of its own selection, and may join in any legal actions related to any such Losses hereunder. Notwithstanding the foregoing, OLOAH shall not be required to defend, indemnify and hold harmless LSU and/or any LSU Indemnatee in respect of any such Losses that have resulted from LSU's or an LSU Indemnatee's intentional misconduct or gross negligence.

8.2 Indemnity of OLOAH. LSU agrees to fully indemnify and hold OLOAH and its board members, agents, officers, representatives, employees and Affiliates ("OLOAH Indemnitees") harmless from and against any and all Losses asserted against any OLOAH Indemnatee that arise out of or is attributed, directly or indirectly, to the intentional misconduct or gross negligence of LSU or the HCSO or any of its or their employees, officers, agents, subcontractors, or representatives in performing Services under this Transition Agreement. OLOAH is entitled to participate at its option and expense through counsel of its own selection, and may join in any legal actions related to any such Losses hereunder. Notwithstanding the foregoing, LSU shall not be required to defend, indemnify and hold harmless OLOAH and/or

any OLOAH Indemnitee in respect of any such Losses that have resulted from OLOAH's or an OLOAH Indemnitee's intentional misconduct or gross negligence.

9. DEFAULT

9.1 Default Procedures. Subject to the dispute resolution procedures set forth in subsection 13.3, if either Party fails to perform its obligations in accordance with this Transition Agreement ("Default"), the non-breaching Party may give the Party in Default written notice of such Default and the Party in Default shall have thirty (30) days from the date of such notice (the "Cure Period") to cure such Default to the reasonable satisfaction of the non-breaching Party. If the Party in Default does not cure such Default within the Cure Period, the non-breaching Party, at its option, may terminate this Transition Agreement.

10. TECHNICAL ENVIRONMENT

10.1 Required Technical Environment. OLOAH shall be and remain responsible for ensuring that, prior to the commencement of the Services, and at all times during the Transition Period, OLOAH will reasonably meet and maintain, in all material respects, the minimum hardware and software configuration or interfaces (the "Technical Environment") that the Hospital must have in order for OLOAH to be able to access and use the Services. LSU shall have no liability for a corresponding failure of the Services to operate as provided herein where OLOAH has not met or maintained the Technical Environment in all material respects and the failure directly results therefrom.

10.2 Modifications to Technical Environment. OLOAH acknowledges that modifications to the configuration of its systems or the Technical Environment may impact the Services, and agrees to advise LSU in writing prior to materially modifying systems or configurations that may materially affect the Technical Environment for the Hospital and/or OLOAH. LSU shall use reasonable commercial efforts to notify OLOAH within thirty (30) days of any known material impact that the notified change may have on the performance of the Services, provided that any such notification by LSU (or failure by LSU to provide such notification) shall not be construed as authorization by LSU of the change.

11. SECURITY MEASURES

11.1 Password Restricted Access. Consistent with HIPAA and the services previously provided by LSU to the Hospital, the Parties acknowledge that OLOAH shall only be entitled to access the Services by using unique user identifications and passwords, and agrees that each Party and its employees, staff and users have sole responsibility for the creation of such unique identifiers and reasonably maintaining the confidentiality and security of the passwords used to access or provide the Services. Neither Party shall have liability to the other Party whatsoever for unauthorized access to the Services resulting from a failure of the other Party or its users to reasonably maintain the confidentiality and security of its passwords.

11.2 Reliance. The Parties warrant and confirm that unless the circumstances reasonably indicate otherwise, the other Party may rely upon any information and/or instructions set forth in any transmission from that Party using an assigned password, without making further

investigation or inquiry, and regardless of the actual identity of the individual transmitting the same.

11.3 OLOAH Security Solutions. Consistent with HIPAA, OLOAH agrees that it will install and maintain appropriate and commercially reasonable physical, electronic and administrative security solutions to deter unauthorized access to the Services, its network, including adequate firewall, intrusion detection, anti-virus and security solutions.

11.4 LSU Security Solutions. Consistent with HIPAA and the services previously provided by LSU to the Hospital, LSU agrees that it will maintain appropriate and commercially reasonable security solutions to deter unauthorized access to the Services, including adequate firewall, intrusion detection, anti-virus and security solutions.

11.5 IT Security. Consistent with HIPAA and the services previously provided by LSU to the Hospital, LSU shall, in good faith, continue to exercise due diligence using generally accepted commercial business practices for IT security, to provide the Services in a secure manner, and will continue to employ the management, operational and technical controls currently employed to generally maintain security of systems and data.

11.6 Network Conditions. The Services are provided via public and private networks which are not maintained by LSU. LSU disclaims any and all liability for performance, unavailability or deterioration of the Services to the extent caused by network latency or unavailability of third party networks.

11.7 Back-ups. Consistent with HIPAA and the services previously provided by LSU to the Hospital, LSU will use reasonable efforts to ensure that all transactions processed using the Services are backed up regularly and in accordance with the backup standards and policies previously adopted by HCSD in providing such Services to the Hospital and other hospitals under LSU's control. LSU will maintain thirty days' worth of verified backups. Except as otherwise provided in this Transition Agreement, LSU shall have no liability for lost or corrupted data files or transactions unless the loss or corruption is caused by the intentional misconduct or gross negligence of HCSD. In the event that the OLOAH's data files or transactions are lost or corrupted, LSU shall promptly reinstate, to the extent reasonably possible, said data files and transactions using the abovementioned backups. In addition to the foregoing, LSU shall promptly investigate the cause of any such data loss and report its findings and proposed solutions to OLOAH and thereafter implement reasonable measures to avoid similar loss of data.

11.8 Email Usage. OLOAH agrees and acknowledges that the LSU/HCSD email system made available to OLOAH is not encrypted and therefore the sharing, exchanging, dissemination and/or transmitting of PHI or any other patient data or protected information through the LSU/HCSD email system is strictly prohibited by any Party. Each Party agrees to fully train all staff, employees and other authorized email users regarding such restrictions and prohibitions against sharing, exchanging and/or transmitting PHI or any other patient data or information through the LSU/HCSD email system and shall fully defend, indemnify and hold the other Parties harmless against any claims, losses, damages, penalties and/or other charges arising out any violation of this Section and/or HIPAA regulations or other federal and/or state laws by that Party, its staff, employees, agents and/or authorized users.

11.9 Access to PHI by Multiple Partner Hospitals. Notwithstanding anything else in this Transition Agreement to the contrary, the Parties agree that (i) LSU has previously controlled and managed multiple hospitals throughout Louisiana; (ii) these LSU hospitals have shared and maintained access to each other's PHI through various software systems; (iii) these LSU hospitals are being respectively transitioned to and taken over by various private partners through cooperative endeavor agreements much the way OLOAH is doing in connection with the Hospital pursuant to its CEA with LSU; (iv) through the execution of agreements similar to this Transition Agreement these other hospitals will continue to use the same software systems that enabled these hospitals to share and maintain access to each other's PHI while under the control of LSU; (v) these hospitals will continue to use these software systems while under the control of other private partners and when appropriate will thereby continue to have shared access to each hospital's PHI, including access to OLOAH's PHI; (vi) LSU and the various private partners, including OLOAH, have executed the HIPAA Agreements to govern and control such access to PHI in accordance with federal and state laws; and (vii) LSU and the various private partners, including OLOAH, have agreed to continue throughout the respective Transition Periods to work with various Third Party Vendors to implement and/or enhance such technical safeguards as are commercially reasonable and appropriate under the circumstances to restrict any unauthorized access and/or use of PHI in violation of the HIPAA Agreements or federal and/or state laws.

12. OWNERSHIP AND INTELLECTUAL PROPERTY

12.1 LSU Retains Proprietary Rights. LSU reserves and retains for itself and its licensors all rights, title and interest in and to the Services and any and all underlying software and related technology licensed to LSU. Except for any rights expressly granted in this Transition Agreement, no express or implied license, right or interest in or to any intellectual property of LSU or its licensors is conferred by this Transition Agreement. OLOAH shall not assign, transfer or encumber its rights to use the Services.

12.2 OLOAH Restrictions On Use. OLOAH shall not: (i) copy, distribute or modify any Software or otherwise violate the copyrights, trademarks or other intellectual property rights of LSU or any Third Party Vendors or other LSU licensors; (ii) access the Services to build or have built a competitive product or services, (iii) copy any features, functions, or graphics of the Services; or (iv) permit any competitors of the Third Party Vendors and/or software systems identified in Exhibit A to access the Software identified in Exhibit A.

12.3 OLOAH Proprietary Rights. Nothing in this Agreement shall be interpreted and/or construed as conveying, assigning or otherwise transferring to LSU any proprietary rights that OLOAH may have in its own intellectual property, all of which is expressly reserved by OLOAH. Except for any rights expressly granted in this Transition Agreement, no express or implied license, right or interest in or to any intellectual property of OLOAH or its licensors is conferred by this Transition Agreement.

12.4 LSU's Right to Use. OLOAH hereby grants LSU, a non-transferable, non-exclusive license during the Transition Period to use OLOAH data and information solely for the provision of Services to OLOAH.

13. MISCELLANEOUS PROVISIONS

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

If to OLOAH:

Our Lady Of The Angels Hospital, Inc.
433 Plaza St.
Bogalusa, Louisiana 70427
Attn: Chief Executive Officer

with a copy to:

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

If to LSU:

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

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

with a copy to:

Board of Supervisors of Louisiana State University and
Agricultural and Mechanical College
Health Care Services Division
5429 Airline Highway
Baton Rouge, Louisiana 70805
Attn: Chief Executive Officer

with a copy to:

Taylor, Porter, Brooks & Phillips, L.L.P.
Attn: Pat Seiter
451 Florida St., 8th Floor
Baton Rouge, Louisiana 70801

13.2 Choice of Law and Jurisdiction. This Transition Agreement shall be construed, governed, interpreted and applied according to United States and Louisiana law (disregarding choice of law provisions).

13.3 Dispute Resolution Procedures. In the event of a controversy or claim arising out of or relating to this Transition Agreement, or the breach, validity, or termination of this Transition Agreement, the Parties shall first negotiate in good faith for a period of thirty (30) days to try to resolve the controversy or claim. If the controversy or claim is unresolved after these negotiations, the Parties shall then make good-faith efforts for sixty (60) days to mediate the controversy or claim in Baton Rouge, Louisiana before a mediator selected by the Parties from the American Health Lawyers Association Dispute Resolution Service ("AHLA DRS") , under the AHLA DRS Rules of Procedure in effect as of the Effective Date. If the controversy

or claim is unresolved after mediation, on the written demand of either Party any controversy arising out of or relating to this Transition Agreement or to the breach, termination, or validity of this Transition Agreement shall be settled by binding arbitration in Baton Rouge, Louisiana in accordance with the AHLA DRS Rules in effect as of the Effective Date, before a single arbitrator. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All applicable statutes of limitation and defenses based on the passage of time shall be tolled while the procedures described in this Paragraph are pending. The Parties shall each take such action, if any, required to effectuate this tolling. Each Party is required to continue to perform its obligations under this Transition Agreement pending final resolution of any dispute arising out of or relating to this Transition Agreement. Otherwise, any controversy arising under or relating to this Transition Agreement, or the breach, termination, or validity of this Transition Agreement, may be adjudicated only in a court, state or federal, having jurisdiction over the subject matter and including Baton Rouge, Louisiana within its territorial district. Both Parties consent to the jurisdiction and venue of such a court. A Party's right to demand arbitration of a particular dispute arising under or related to this Transition Agreement, or the breach, termination, or validity of this Transition Agreement, shall be waived if that party either: (1) brings a lawsuit over that controversy or claim against the other party in any state or federal court; or (2) does not make a written demand for mediation, arbitration, or both within sixty (60) days of service of process on that Party of a summons or complaint from the other Party instituting such a lawsuit in a state or federal court of competent jurisdiction.

13.4 Severability. If an arbitrator or a court of competent jurisdiction finds any term of this Transition Agreement to be invalid, illegal, or unenforceable, then that term will be curtailed, limited or deleted, but only to the extent necessary to remove the invalidity, illegality, or unenforceability, and without in any way affecting or impairing the remaining terms.

13.5 Waiver. No waiver by either Party of any breach of this Transition Agreement, no matter how long continuing nor how often repeated, shall be construed as a waiver of any subsequent breach; nor shall any delay or omission by either Party to exercise any right under this Transition Agreement be construed as a waiver of that right. No waiver shall be deemed valid unless it is in writing and signed by an authorized representative of each affected Party.

13.6. Independent Contractors. The relationship between the Parties is that of independent contractors. Neither Party is an agent of the other, and neither has any right or authority to assume or create any obligation or responsibility on behalf of the other.

13.7 Force Majeure. Neither Party hereto shall be in default of any provision of this Transition Agreement for any failure in performance resulting from acts or events beyond the reasonable control of such Party, such as Acts of God, acts of civil or military authority, civil disturbance, war, strikes, fires, power failures, natural catastrophes or other "force majeure" events.

13.8 Assignment. OLOAH may not assign this Transition Agreement without the prior written consent of LSU, and shall not pledge any of the license rights granted in this Transition Agreement as security for any creditor. Any attempted pledge of any of the rights under this

Transition Agreement or assignment of this Transition Agreement without the prior consent of LSU will be void from the beginning. No assignment by OLOAH will be effective until the intended assignee agrees in writing to accept all of the terms and conditions of this Transition Agreement, and such writing is provided to LSU, and LSU has consented in writing to the assignment. Notwithstanding the foregoing, OLOAH may, without LSU's consent, assign its rights under this Transition Agreement to a purchaser of all or substantially all of OLOAH's business relating to the subject matter of this Transition Agreement, so long as such assignee provides a statement in writing to LSU that it agrees to accept all terms and conditions of this Transition Agreement in the place of OLOAH.

13.9 Attorneys' Fees. If it becomes necessary for one Party to employ the services of an attorney for the protection and enforcement of its rights under this Transition Agreement, or to compel performance of the other party's obligations under the Transition Agreement, upon final judgment or award by a court of competent jurisdiction or by an arbitrator, the court or arbitrator in its discretion may order the defaulting Party to pay the other Party's reasonable attorney's fees at both trial and appellate levels.

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

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

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

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

SIGNATURE PAGE FOLLOWS

THUS DONE AND SIGNED as of January 14, 2014.

**OUR LADY OF THE ANGELS
HOSPITAL, INC.**

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

By: _____

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

Date: _____

Date: _____

THUS DONE AND SIGNED as of January 14, 2014.

**OUR LADY OF THE ANGELS
HOSPITAL, INC.**

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

By: Robert Burgess
Robert Burgess
President and CEO

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

Date: _____

Date: _____

EXHIBIT A

IT Services

The IT Services to be provided to OLOAH through HCSD during the Transition Period are as follows:

	Description	Type	IT System Interactions	Original Budget 12 Months	Additional 3 Months	Total Term 15 Month
MD Staff - Credentialing	-Medical Staff Credentialing software and support -Electronic Privilege Information -Provider Interface into clinical systems -Provider Interface to userid provisioning software -vendor hosted application	Business Function	-Provider Interface to Epic -Provider Interface to Siemens -Provider Interface to SunQuest -Provider Interface to Userid Provisioning	\$18,756.24	\$4,689.06	\$23,445.30
RIS-PACS (GE HEALTHCARE)	-GE Radiology Information System -PACS Imaging System -includes voice recognition with self-correction -radiology document imaging - electronic peer review -tech QI -critical test result notification with closed loop reporting	Clinical Function	-ADT inbound from Epic/Siemens -Orders inbound from Epic/Siemens -Order Status Updates Outbound to Epic/Siemens -Results outbound to Epic/CLIQ -Charges outbound to Epic/Siemens -Outbound Modality Interfaces -Inbound Provider Interface -Orders outbound to remote reading partners -Results inbound from remote reading partners	\$78,034.68	\$19,508.67	\$97,543.35
RIS-PACS (GE HEALTHCARE IITS USA CORP)	See above	See above	See above	\$52,023.12	\$13,005.78	\$65,028.90
MSDS Online	-Online Material Safety Data Sheet Information	Business Function		\$0.00	\$0.00	\$0.00
AutoMed	-340B Split Billing Software -Automated Packager Software	Clinical Function		\$1,200.00	\$300.00	\$1,500.00
KRAMES on demand	-Patient Education Material -Vendor hosted application	Clinical Function	-Integrated into Epic workflow -Available to non-Epic hospitals via Web Interface	\$5,695.28	\$1,423.82	\$7,119.10
Pharmacy One Source	-Formulary Management software and support -ADR recording -Pharmacy Intervention documentation -USP 797 monitoring compliance -Nursing unit floor checks	Clinical Function		\$17,603.00	\$4,400.75	\$22,003.75

Care Fusion	-Pyxis machines and scanners -Pyxis hardware and software support -Alaris infusion pumps. (Pumps, PCA, CO2 and PSO2 monitors, syring pump, epidural pumps and drug library)	Clinical Function	-ADT inbound from McKesson Pharmacy -Orders inbound from McKesson Pharmacy -Charge/Dispense outbound to McKesson Pharmacy	\$111,877.00	\$27,969.25	\$139,846.25
Patient Touch	-Electronic Patient Verification -Medication Administration Check System -Handheld devices and hardware support for handheld devices -Software and support included	Clinical Function	-ADT inbound from McKesson Pharmacy -Med Admin outbound to McKesson Pharmacy	\$63,484.69	\$15,871.17	\$79,355.86
3M	-HIM System Software and support -chart tracking -chart deficiency reporting (Excl Epic Sites) -transcription system -chart review -coding software.	Clinical and Business Function	-ADT inbound from Siemens/Epic -Transcription Outbound to Siemens/Epic	\$41,538.63	\$10,384.66	\$51,923.29
Avatar	-Patient Satisfaction Survey	Business Function		\$0.00	\$0.00	\$0.00
Press Ganey	-Core Measures Tracking/Reporting -vendor hosted application	Business Function	-file interface of qualifying accounts and some clinical data	\$0.00	\$0.00	\$0.00
McKesson Pharmacy Maintenance (Horizon Meds Manager)	-Inpatient Pharmacy System Software and support	Clinical Function	-ADT inbound from Siemens -charge interface outbound to Siemens -ADT outbound to Pyxis -ADT outbound to Alaris -Medication outbound to Pyxis -charges inbound from Pyxis	\$16,743.60	\$4,185.90	\$20,929.50
Oracle (License for Pharmacy System)	-Required for McKesson Pharmacy System			\$5,004.59	\$1,251.15	\$6,255.74
CLIQ	-Software use for in-house developed clinical inquiry system -results reporting system -medical reconciliation.	Clinical Function	-ADT inbound from Epic/Siemens -Results inbound from SunQuest -Results inbound from RIS/PACS -Results inbound from 3M Transcription -Medication inbound from Pharmacy	\$91,200.00	\$22,800.00	\$114,000.00

Siemens	-Siemens Software and Support -patient management -patient accounting -electronic order entry -document imaging -resource scheduling (appointment scheduling) -decision support -bill scrubber -transaction based fees for various functions	Clinical and Business Function	-ADT outbound to Ancillary Systems -Orders outbound to Ancillary Systems -Provider inbound from MDStaff -Special outbound interfaces to state and federal regulatory systems	\$578,779.88	\$144,694.97	\$723,474.85
Sunquest	-SunQuest Software and support fees -general lab -blood bank -microbiology -anatomical pathology -RALS Point of Care Testing -TELCOR Point of Care Testing -salaries for analysts -hardware	Clinical Function	-ADT inbound from Epic/Siemens -Orders inbound from Epic/Siemens -Order Status Updates outbound to Epic/Siemens -Results outbound to Epic/CLIQ -Charges outbound to Epic/Siemens -ADT outbound to RALS -ADT outbound to Telcor -results inbound from RALS -results inbound from Telcor -bi-directional lab instrument interface	\$132,692.22	\$33,173.06	\$165,865.28
Hospital Phone and Data Circuits	-Existing OTM Phone and Data Circuits for the Hospitals	Business Function		\$141,444.00	\$35,361.00	\$176,805.00
LSUHSC NO IT Support	-See MOU Document	Infrastructure Support for both Clinical and Business Functions		\$240,744.45	\$60,186.11	\$300,930.56
LSUHSC HCSD E-mail Support	-Venu Data Center Costs -Network Connectivity to Data Center -Hosting for Exchange Server Mailbox servers -Avarar backup system and appropriate media	Business Function		\$21,755.94	\$5,438.99	\$27,194.93
RIS-PACS (ITB DATACENTER SPACE)	Secondary Data Center for RIS-PACS			\$7,283.24	\$1,820.81	\$9,104.05
Telecom services, local, linc, computer related, data lines, circuits	-Data Center Connectivity for the Epic and RIS-PACS Data Centers (Shreveport, Venu and ITB Data Center)	Clinical Function		\$13,005.78	\$3,251.45	\$16,257.23
HCSD Hosting (Datacenter/Networking)	-Venu Data Center Costs -Network Connectivity to Data Center -Hosting for CLIQ -HCSD Virtual Server Farm -related backups and media -McKesson CareEnhance (Interqual)	Clinical and Business Function		\$13,000.00	\$3,250.00	\$16,250.00

Allocated Overhead				\$171,033.92	\$42,758.48	\$213,792.40
Total Services Fees				\$1,822,900.26	\$455,725.07	\$2,278,625.33

EXHIBIT B

SUPPORT AND MAINTENANCE SERVICES

Support Services. The HCSD agrees to provide the following Support Services to OLOAH to support and maintain the CLIQ software provided through HCSD and the Software licensed to the HCSD by Third Party Vendors for use by OLOAH in providing on-going healthcare services and operation of the Hospital:

(i) Reasonably providing OLOAH with known solutions and bug-fixes to correct any material errors that have been reproduced and verified by LSU as existing in the current supported version of the Software and/or CLIQ;

(ii) Installing new versions, updates, revisions and enhancements of the Software when and if said products are provided to LSU by Third Party Vendors;

(iii) Furnishing reasonable telephone, electronic mail and other communication and technical support to OLOAH consistent with the services previously provided by LSU to the Hospital in the form of counsel, instruction and advice on the use and operation of CLIQ and the Software and technical support for the resolution of any material problems involving the use or operation of CLIQ and the Software by OLOAH in the Hospital; and

(iv) Reasonably meeting with OLOAH representatives to discuss and address integration and implementation of any new versions, updates, revisions and/or enhancements provided by Third Party Vendors in connection with the Software and/or CLIQ.

OLOAH Support Contact. All support communications from OLOAH to the HCSD shall be exclusively managed through Kurt M. Scott, who OLOAH identifies as its OLOAH Support Contact hereunder. All support inquires to the HCSD hereunder shall be exclusively directed to the HCSD Support Contact identified below.

HCSD Support Contact. All support communications from the HCSD to OLOAH shall be exclusively managed by Susan Arceneaux, Deputy CIO, HCSD, the HCSD Support Contact, through the OLOAH Support Contact identified by OLOAH above.

EXHIBIT C

HOSTING SERVICES

HCSO will continue to provide Hosting Services to OLOAH for the Hospital that is materially consistent with the hosting services provided by HCSO during the period of time in which the Hospital was under the control and direction of LSU and for the same periods of time (within two percent) as it was during the one (1) year period prior to the Effective Date (excluding system unavailability due to scheduled maintenance). The Parties will work together to implement a downtime policy for the Hosting Services.

All such Hosting Services will be provided in accordance with existing LSU policies and procedures, as amended by HCSO from time to time during the Transition Period and made available to OLOAH; provided that LSU HCSO will, to the extent it is reasonable able, provide OLOAH at least thirty (30) days advance written notice of any amendment and provided further that to the extent the amendments materially diminish rather than enhance the Hosting Services provided to OLOAH pursuant to this Transition Agreement, LSU will, to the extent it is reasonably able, provide sixty (60) days advance written notice to OLOAH and the Services fees will be ratably reduced.

EXHIBIT D

THIRD PARTY VENDORS

3M (Softmed, Transcription)

Applied Statistics

Automed

CareFusion

GE

McKesson

Patient Safe Solutions

Pharmacy One Source

RALS

Siemens

Sunquest

Telecor

EXHIBIT E

BUSINESS ASSOCIATE AGREEMENT

See attachment.

EXHIBIT F

HIPAA COMPLIANCE AGREEMENT