

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

FEDERAL TRADE COMMISSION,

Petitioner,

v.

**LOUISIANA CHILDREN’S MEDICAL
CENTER,**

and

HCA HEALTHCARE, INC.,

Respondents.

Case No. 1:23-cv-01103-ABJ

**RESPONDENTS’ OPPOSITION TO PETITION FOR INJUNCTIVE RELIEF
PURSUANT TO SECTION 7A(g)(2) OF THE CLAYTON ACT AND
SECTION 13(b) OF THE FEDERAL TRADE COMMISSION ACT**

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INTRODUCTION

For the first time in its history, the Federal Trade Commission seeks to enforce Section 7A of the Clayton Antitrust Act against a merger exempt from “the federal antitrust laws” under the state action doctrine. *S. Motor Carriers Rate Conf., Inc. v. United States*, 471 U.S. 48, 57 (1985). The Supreme Court has long held that the “federal antitrust laws are subject to supersession by state regulatory programs.” *FTC v. Ticor Title Ins. Co.*, 504 U.S. 621, 632–33 (1992). The “federal antitrust laws” do “not apply to anticompetitive restraints imposed by the States.” *City of Columbia v. Omni Outdoor Advert., Inc.*, 499 U.S. 365, 370 (1991). This extends to “nonstate actors carrying out the State’s regulatory program.” *FTC v. Phoebe Putney Health Sys., Inc.*, 568 U.S. 216, 225 (2013). That is the case here.

The State of Louisiana enacted a regulatory program to authorize healthcare mergers and place them under State “supervision and control.” La. Stat. § 40:2254.1. The Louisiana Attorney General may authorize a merger only after finding it in the public interest of the State and issuing a “certificate[] of public advantage” (COPA). *Id.* For those mergers, the Louisiana Legislature expressly intends to “substitute state regulation ... for competition,” and to “grant[] ... state action immunity for actions that might otherwise be considered to violat[e] ... federal antitrust laws.” *Id.*

Respondents’ merger was authorized under this regulatory program. The Attorney General issued a COPA on December 28, 2022. The transaction closed on January 1, 2023, subject to a clear set of terms and conditions for the Attorney General’s active supervision.

There is no legitimate dispute that mergers attributable to the State, such as this one, are exempt from Section 7 of the Clayton Antitrust Act, the primary federal statute regulating anticompetitive mergers. The Commission insists, however, that the acquisition is nevertheless subject to Section 7A of the Clayton Antitrust Act, which imposes a waiting period and notice to the Commission before a merger is consummated.

The Commission is wrong. Every reason for exempting state action from “the federal antitrust laws” in general, and Section 7 in particular, applies equally to Section 7A. It is a federal antitrust law that regulates conduct by prohibiting mergers during a waiting period, on pain of liability in the form of daily penalties. Applying 7A to State-controlled mergers would egregiously interfere with “state regulatory programs.” *Ticor Title*, 504 U.S. at 632–33. The text of Section 7A contains the same ambiguity regarding the word “person” that the Supreme Court relied on to exclude state action from the Sherman Act and Section 7. And two other provisions in Section 7A confirm that Congress intended to exempt mergers attributable to the State. At bottom, courts may not apply federal antitrust laws to State-controlled mergers absent a clear statement to the contrary, and Section 7A contains no clear statement that Congress intended “to compromise the States’ ability to regulate their domestic commerce.” *Motor Carriers*, 471 U.S. at 56.

No court has ever held that Section 7A applies to State-controlled mergers. Nor has the Commission ever adopted that interpretation in any regulation, or even in any informal guidance before this case. The Commission’s brief makes virtually no effort to support its novel request to carve out Section 7A from the state action doctrine. Its only argument is that the “state action defense” is not an immunity from suit, unlike Eleventh Amendment immunity, and therefore it does not “immunize a merging party from being investigated.” Gov’t Br. 8. Make no mistake: Respondents do not here contend they are immune from suit or from a subpoena in the Eleventh Amendment jurisdictional sense. Respondents agree the state action doctrine means that conduct attributable to the State is “exempt” from the antitrust laws. But Section 7A is indeed one of the federal antitrust laws, and it regulates conduct by imposing a waiting period on mergers. Under the state action doctrine, State-controlled mergers are exempt from the waiting period under Section 7A for the same reasons they are exempt from “the federal antitrust laws” in general.

As for the public interest, the Commission falls far short. The State of Louisiana has determined that Respondents' merger is in the public interest of the people of the State, and the merger is a purely intrastate transaction centered in New Orleans. Before approving the merger, the Attorney General invited comments from the public and held a public hearing, but the Commission declined to participate, even though it has previously submitted comments in other COPA matters. After sitting on its hands during the review process, the Commission waited for three months after the merger was publicly consummated. The Commission now asks this Court, sitting in Washington, to reach into Louisiana and enjoin a New Orleans merger that the State has determined is in the best interest of its citizens. That extraordinary request should be denied.

This Court, in fact, should not even rule on the Commission's petition. For the reasons stated in Respondents' pending motion to transfer, and in Respondent LCMC's motion to dismiss for lack of personal jurisdiction, this matter should be resolved in the Eastern District of Louisiana, where the transaction occurred. LCMC does not consent to personal jurisdiction in this Court, and files this brief only because ordered by the Court, and subject to its pending motion to dismiss.

The petition fails on the merits and the equities, and it does not even belong in this Court.

BACKGROUND

A. Louisiana's COPA Statute Provides A Comprehensive Regulatory Program For Health Care Mergers That Displaces Federal Antitrust Law

Pursuant to the States' authority to supersede federal antitrust laws, Louisiana is one of 19 States that have enacted COPA statutes regulating domestic mergers, acquisitions, and other cooperative agreements.¹

¹ For details about each of these State COPA statutes, see Amy Y. Gu, *Updated: States with Certificate of Public Advantage (COPA) Laws*, Source on Healthcare Price & Competition (Aug. 10, 2021), <https://sourceonhealthcare.org/updated-states-with-certificate-of-public-advantage-copa-laws/>.

Enacted in 1997, Louisiana’s statute creates a regulatory program to authorize healthcare mergers and place them under State “supervision and control.” La. Stat. § 40:2254.1. The statute expressly dictates “the intent of the legislature” to “substitute state regulation of [healthcare] facilities for competition between facilities.” *Id.* And it states “the intent of the legislature” “that this regulation have the effect of granting the parties to the ... mergers ... state action immunity for actions that might otherwise be considered to be in violation of ... federal antitrust laws.” *Id.*

The State Attorney General is tasked with administering and enforcing the statute. Parties to a proposed merger agreement may apply to the State Department of Justice for a “certificate of public advantage” (COPA). *Id.* § 40:2254.4. The Department has up to 180 days to review the application, provide notice to the public, and hold a public hearing. *Id.* After review, the Department may grant a COPA only if it “finds that the agreement is likely to result in lower health care costs or is likely to result in improved access to health care or higher quality health care without any undue increase in health care costs.” *Id.* The Department is authorized to issue a COPA “subject to terms and conditions” to ensure compliance with state policy. *Id.*

After approval, the Attorney General must conduct “active supervision” of the merger. *Id.* § 40:2254.9(3). The Department has authority to promulgate supervision regulations, *id.*, and to impose supervisory terms and conditions on COPA approval, *id.* § 40:2254.4. The Attorney General always retains ultimate control—power to “revoke a certificate” if the merger is no longer consistent with state health care policy. *Id.* § 40:2254.6(A).

B. Respondents’ Acquisition Was Authorized And Supervised Under Louisiana’s COPA Program

Respondents applied for COPA approval on October 10, 2022. Ex. C. Louisiana Children’s Medical Center (LCMC) is a non-profit health system operating as an Organized Health Care Arrangement under Louisiana law. Ex. D, Petition of Intervention ¶ 3; Ex. C at B-3; Dkt.

19-1 ¶ 4. It operates nine hospitals and other facilities in Louisiana and Mississippi. Dkt. 19-1 ¶¶ 4–5. HCA Healthcare, Inc. (HCA) previously owned and operated three hospitals in Louisiana through a joint venture with Tulane University of Louisiana. Ex. C at B-7–8.

Under the transaction (the “Acquisition”), LCMC would acquire Tulane University Medical Center, Lakeview Regional Medical Center, and Tulane Lakeside Hospital from HCA. *Id.* at B-8–9. As the application explained, the Acquisition was designed to increase access to clinical services and high-quality health care in the New Orleans region and create expanded hubs for specialty care, innovation, and academic medicine in the region. *Id.* at B-10–17.

The Attorney General extensively reviewed the application. Ex. D, Petition of Intervention ¶¶ 12, 19–31; Ex. D, Motion to Intervene at 2; Dkt. 19-1 ¶ 12. The application itself contained detailed information regarding the transaction, the facilities, and the likely effects on health care and competition in the state. Ex. C at B-3–73. The State retained expert consultants for an independent review. Ex. D, Petition of Intervention ¶¶ 12; Dkt. 19-1 ¶ 12. The State held a public notice-and-comment period, and held a public hearing on December 8, 2022. Ex. D, Petition of Intervention ¶¶ 12, 14, 20–29; Ex. D, Attachments 1–8; Dkt. 19-1 ¶¶ 12–13.

Based on this review, the Louisiana Department of Justice concluded that the Acquisition “is likely to result in lower health care costs or is likely to result in improved access to health care or higher quality health care without any undue increase in health care costs.” La. Stat. § 40:2254.4; Ex. D, Petition of Intervention ¶¶ 31, 46–49. The Department accordingly approved the Acquisition and granted a COPA on December 28, 2022. Exs. A, B.

The COPA contained a set of “Terms and Conditions of Compliance,” providing comprehensive provisions for supervision. Ex. B. Under the “Rate Review” provision, LCMC “may not contract with a third-party payor for a change in rates ... without the prior written

approval of the [Louisiana] DOJ.” *Id.* at 6. LCMC must also submit quarterly, semi-annual, and annual reports, enabling the Attorney General to determine whether LCMC’s activity is consistent with the State’s policy goals. *Id.* at 7–10. The Attorney General may at any time impose “a plan to correct any deficiency” upon determining “that an activity of [LCMC] is inconsistent with the policy goals” of the State. *Id.* at 2. Finally, the Attorney General may at any time “revoke the COPA” if “the [department] is not satisfied with any submitted corrective action plan,” if LCMC fails to comply with the Terms & Conditions, “or if the [Louisiana] DOJ otherwise determines that the transaction is not resulting in lower health care costs or greater access to or quality of health care.” *Id.* at 3.

Relying on this COPA and the Attorney General’s active “supervision and control,” La. Stat. § 40:2254.1, together with the Legislature’s express intent that “this regulation” will grant “state action immunity” from “federal antitrust laws,” *id.*, Respondents closed the Acquisition on January 1, 2023, and announced the closing publicly on January 3, 2023. Ex. E.

C. Federal Law Regulates Mergers Under Sections 7 And 7A of the Clayton Antitrust Act.

Federal antitrust law regulates mergers differently, and in a way that conflicts with Louisiana’s COPA program. The primary federal statute regulating mergers is Section 7 of the Clayton Antitrust Act. 15 U.S.C. § 18. Under Section 7, “[n]o person shall acquire” ownership or assets of “another person” if “the effect of such acquisition may be substantially to lessen competition.” *Id.* As explained below (Part I.A.), the Supreme Court has long held that conduct attributable to States is exempt from the federal antitrust laws, including Section 7, because the word “person” is ambiguous as to States, *Parker v. Brown*, 317 U.S. 341, 351 (1943), and the Court requires a clear statement before concluding that Congress would “intend to compromise the States’ ability to regulate their domestic commerce.” *Motor Carriers*, 471 U.S. at 56.

The Hart-Scott-Rodino Antitrust Improvements Act (HSR) enacted Section 7A of the Clayton Antitrust Act as an enforcement tool for Section 7. Pub. L. No. 94-435, 90 Stat. 1383 (1976). Section 7A prohibits consummation of a merger without notice to the Commission and compliance with a waiting period. 15 U.S.C. § 18a. Parties who consummate mergers without observing the waiting period are subject to liability in the form of daily penalties enforceable by the Department of Justice. *Id.* § 18a(g)(1). The penalty is currently more than \$46,000 per day.² As with Section 7, Section 7A applies to “persons,” providing that “no person shall acquire” ownership or assets without observing the waiting period and submitting to FTC review. *Id.* § 18a.

D. The Commission Makes An Unprecedented Attempt To Impose Section 7A On A COPA-Approved Merger

To Respondents’ knowledge, the Commission has never applied Section 7A to COPA-approved mergers. Nor are Respondents aware of any judicial authority or regulatory authority ever holding that Section 7A of the Clayton Antitrust Act—undeniably one of the federal antitrust laws—is carved out from the state action doctrine. For many other COPA mergers, moreover, the Commission has submitted comments and participated in hearings during the COPA review process, at times urging the States to reject the COPA application, including in New York, Tennessee, Virginia, West Virginia, and Texas, without ever claiming that the mergers were subject to Section 7A or that COPA-approved mergers violate the antitrust laws.³

² See FTC, *FTC Publishes Inflation-Adjusted Civil Penalty Amounts for 2023* (Jan. 6, 2023), <https://www.ftc.gov/news-events/news/press-releases/2023/01/ftc-publishes-inflation-adjusted-civil-penalty-amounts-2023>.

³ FTC, *FTC Policy Perspectives on Certificates of Public Advantage*, at 1 n.2, 11 n.49, 12 n.62 (Aug. 15, 2022), <https://www.ftc.gov/news-events/news/press-releases/2022/08/ftc-policy-paper-warns-about-pitfalls-copa-agreements-patient-care-healthcare-workers>; FTC, *Certificates of Public Advantage (COPAs)*, <https://www.ftc.gov/news-events/features/certificates-public-advantage-copas> (last visited Apr. 25, 2023).

The Commission has apparently now reversed course. Here, the Commission remained silent and declined to participate in Louisiana’s notice-and-comment process and public hearing. Ex. D, Petition of Intervention ¶ 28. The Commission then waited three months after the Acquisition closed. Only then did the Commission inform Respondents of its view that Section 7A applies to COPA-approved mergers. During discussions in March 2023 with counsel for LCMC and April 2023 with counsel for HCA, the Commission insisted that Respondents must make a corrective filing, immediately halt the integration of the merged hospitals, and take no further steps to integrate the hospitals without observing the waiting period. *See* Dkt. 5-8, Dkt. 5-12. When Respondents informed the Commission they would not halt the merger because the Acquisition is exempt, the Commission threatened to impose daily penalties for noncompliance.

Under threat of enforcement, on April 19, 2023, LCMC filed a declaratory judgment complaint in the Eastern District of Louisiana, where the Acquisition occurred. Dkt. 20-5. The complaint seeks a ruling that a COPA-approved merger is exempt from Section 7A of the Clayton Antitrust Act under the state action doctrine. HCA followed with its own complaint, seeking the same relief. Dkt. 20-4. The Attorney General of Louisiana then moved to intervene in support of LCMC and HCA. Ex. D.

After both lawsuits were filed in Louisiana, the Commission filed its petition with this Court on April 20, 2023. Invoking Section 7A of the Clayton Antitrust Act, the petition seeks a “preliminary injunction against [LCMC] to hold separate and maintain” the hospitals acquired from HCA in the COPA-approved Acquisition. Pet. 1–2. The petition asks the Court to order compliance with the filing requirements and waiting period of Section 7A, and to maintain the standstill injunction “until thirty days after the parties have substantially complied” with the

Commission’s merger review. *Id.* at 2. As demonstrated below, the Commission’s petition should be denied.⁴

LEGAL STANDARD

Insofar as the Commission seeks preliminary injunctive relief, the Commission must demonstrate a “likelihood of success on the merits” and that the “public equities” favor an injunction. *See FTC v. CCC Holdings Inc.*, 605 F. Supp. 2d 26, 35–36 (D.D.C. 2009). Insofar as it seeks permanent injunctive relief, the Commission must prove its claim on the merits and show that the public interest favors an injunction. *See AMG Cap. Mgmt., LLC v. FTC*, 141 S. Ct. 1341, 1348 (2021) (discussing authority to obtain permanent injunctive relief).

As applied here, to obtain preliminary injunctive relief, the Commission must demonstrate a likelihood of success on its claim that Section 7A of the Clayton Antitrust Act applies to Respondent’s Acquisition, even where the merger is attributable to the State of Louisiana under the state action doctrine. The Commission must also demonstrate that the public interest favors an injunction from this Court, where the injunction would halt an intrastate Louisiana merger authorized by a Louisiana statute that was enacted expressly to displace federal antitrust law with state healthcare regulation.

Next, to obtain permanent injunctive relief, the Commission must conclusively prove its claim that Section 7A applies to the Acquisition, even where it is attributable to the State under the state action doctrine. The Commission must also show that the public interest favors a permanent injunction.

⁴ Respondents have separately moved to transfer the case, and LCMC has moved to dismiss the action for lack of personal jurisdiction. Dkts. 19–20. This response is without prejudice to those two motions, and Respondents respectfully submit that those motions should be decided before this Court considers the Commission’s request for a preliminary injunction.

ARGUMENT

The Commission’s petition should be denied because its Section 7A claim fails on the merits. First, under a straightforward application of the state action doctrine, mergers attributable to the State are exempt from Section 7A of the Clayton Antitrust Act, just as they are exempt from Section 7 of the Clayton Antitrust Act. Second, the challenged Acquisition is attributable to the State of Louisiana because it was expressly authorized and supervised under Louisiana’s COPA statute. That statute expressly and clearly articulates a state policy to displace competition with state regulation, and to immunize COPA-approved mergers federal antitrust laws. The Louisiana Attorney General actively reviewed and approved the Acquisition, and is actively supervising compliance with the COPA. The Commission cannot show a likelihood of success, let alone actual success, on its claim.

The public interest cuts strongly against the Commission as well. The Commission urges this Court to extend into Louisiana and enjoin a purely local merger that the State has determined is in the best interest of its citizens. This would plainly compromise the State’s COPA program and its ability to regulate local healthcare facilities, and it would delay or diminish the healthcare access and quality improvements that LCMC committed to provide to the State. If any court should be assessing the public interest, moreover, it should be the Eastern District of Louisiana in New Orleans, as explained in Respondents’ pending motion to transfer and motion to dismiss.

I. THE ACQUISITION IS EXEMPT FROM SECTION 7A OF THE CLAYTON ANTITRUST ACT

A. Conduct Attributable To The State Is Exempt From The Federal Antitrust Laws

The Supreme Court has long presumed that Congress—absent a clear statement to the contrary—would “not intend to compromise the States’ ability to regulate their domestic commerce.” *Motor Carriers*, 471 U.S. at 56; *Parker*, 317 U.S. at 351 (“an unexpressed purpose to nullify a state’s control over its officers and agents is not lightly to be attributed to Congress”).

Accordingly, the Court has consistently interpreted federal antitrust statutes to exempt “state action or official action directed by a state.” *Parker*, 317 U.S. at 351. “Relying on principles of federalism and state sovereignty,” the state action doctrine provides that “the federal antitrust laws” do “not apply to anticompetitive restraints imposed by the States ‘as an act of government.’” *City of Columbia*, 499 U.S. at 370.

The Court first applied this principle in *Parker*, holding that the phrase “[e]very person” in the Sherman Act was insufficiently clear to include States or “official action directed by a state.” 317 U.S. at 351. The Court has since applied the exemption many times, including to merger challenges under Section 7 of the Clayton Act, *Phoebe Putney*, 568 U.S. at 222–25, and has repeatedly confirmed “that federal antitrust laws are subject to supersession by state regulatory programs.” *Ticor Title*, 504 U.S. at 632–33; *see Yeager’s Fuel, Inc. v. Pa. Power & Light Co.*, 22 F.3d 1260, 1263 (3d Cir. 1994) (applying state action immunity to the Sherman Act, Clayton Act, and Robinson-Patman Act); *Hunnicut v. Tafoya-Lucero*, No. 21-cv-867, 2022 WL 832566, at *4 (D.N.M. Mar. 21, 2022) (“The state action exemption ... appl[ies] to all of the federal antitrust laws, including the Clayton Act and the Robinson-Patman Act.”). In sum, state action is “exempt from scrutiny under the federal antitrust laws.” *Phoebe Putney*, 568 U.S. at 219.

Crucially, the exemption extends to “nonstate actors carrying out the State’s regulatory program.” *Id.* at 225. This is essential, the Court has explained, to avoid “compromis[ing] the States’ ability to regulate their domestic commerce.” *Motor Carriers*, 471 U.S. at 56. “If *Parker* immunity were limited to the actions of public officials, ... a State would be unable to implement programs that restrain competition among private parties.” *Id.* Any “plaintiff could frustrate” the state’s regulatory program “merely by filing suit against the regulated private parties, rather than the state officials who implement the plan.” *Id.* at 56–57.

In light of those concerns, “anticompetitive acts of private parties are entitled to immunity” if they satisfy two elements designed to ensure that the conduct is attributable to the State. *Phoebe Putney*, 568 U.S. at 225; see *Cal. Retail Liquor Dealers Ass’n v. Midcal Aluminum, Inc.*, 445 U.S. 97, 105 (1980) (adopting the two-part test). **First**, the State must have authorized the challenged anticompetitive conduct—it must be “clearly articulated and affirmatively expressed as state policy.” *Phoebe Putney*, 568 U.S. at 225 (quoting *Midcal*, 445 U.S. at 105). The Court has clarified, however, that this requires “no express mention of anticompetitive conduct,” let alone an express reference to immunity from federal antitrust law. *Town of Hallie v. City of Eau Claire*, 471 U.S. 34, 41–42 (1985). “It is enough ... if suppression of competition is the ‘foreseeable result’ of what the statute authorizes.” *City of Columbia*, 499 U.S. at 373 (quoting *Town of Hallie*, 471 U.S. at 42). In other words, “the State must have foreseen and implicitly endorsed the anticompetitive effects as consistent with its policy goals.” *N.C. State Bd. of Dental Exam’rs v. FTC*, 574 U.S. 494, 507 (2015); *W. Star Hosp. Auth. Inc. v. City of Richmond*, 986 F.3d 354, 358 (4th Cir. 2021) (“A legislature need not, however, ‘expressly state in a statute or its legislative history that the legislature intends for the delegated action to have anticompetitive effects’” (quoting *Town of Hallie*, 471 U.S. at 43)).

Second, the challenged anticompetitive conduct must be “actively supervised” by the State. *Phoebe Putney*, 568 U.S. at 225 (quoting *Midcal*, 445 U.S. at 105). Active supervision means “that state officials have and exercise power to review particular anticompetitive acts of private parties and disapprove those that fail to accord with state policy.” *Dental Exam’rs*, 574 U.S. at 507. Its purpose is “not to determine whether the State has met some normative standard, such as efficiency,” *Ticor Title*, 504 U.S. at 634, but to ensure that the State “exercise[s] ultimate control over the challenged anticompetitive conduct,” *id.*

Both of these requirements “are directed at ensuring that particular anticompetitive mechanisms operate because of a deliberate and intended state policy.” *Id.* at 636. To be sure, the Court has applied these two elements with rigor. *Phoebe Putney*, 568 U.S. at 225; *Dental Exam’rs*, 574 U.S. at 507. When doing so, the Court has sometimes stated that “state-action immunity is disfavored,” meaning that it applies “only when it is clear that the challenged anticompetitive conduct is undertaken pursuant to a regulatory scheme that ‘is the State’s own.’” *Phoebe Putney*, 568 U.S. at 225. But when the two elements are satisfied, the exemption is complete. Conduct attributable to the State is wholly “exempt from scrutiny under the federal antitrust laws.” *Id.* at 219; *Motor Carriers*, 471 U.S. at 57 (holding that private parties were “shielded from the federal antitrust laws”).

B. The Acquisition Is Attributable To The State And Is Exempt From The Federal Antitrust Laws

These elements are easily met here. Indeed, the State’s express grant of immunity, along with its “supervision and control” of the merger, far exceeds them. La. Stat. § 40:2254.1.

First, for clear articulation, this is not a case lacking an “express mention of anticompetitive conduct,” *Town of Hallie*, 471 U.S. at 41–42. Nor is it a case where the State has merely “foreseen and implicitly endorsed the anticompetitive effects as consistent with its policy goals.” *Dental Exam’rs*, 574 U.S. at 507. To the contrary, the Louisiana Legislature expressly and unequivocally authorized “mergers ... and consolidations among health care facilities for which certificates of public advantage are granted.” La. Stat. § 40:2254.1. The statute expressly states “the intent of the legislature” to “substitute state regulation of facilities for competition between facilities,” and that State “supervision and control” will “grant[] ... state action immunity” from “federal antitrust laws.” *Id.*

Relying on this express authority, Respondents applied for a COPA from the Louisiana Attorney General. *Supra* pp. 4–5. The voluminous application contains extensive detail regarding the transaction, including its likely effects on health care and competition in the state. *Id.* The Attorney General’s office comprehensively reviewed the application, retained expert consultants, provided a public notice-and-comment period, received input from a wide range of stakeholders, and held a public hearing on December 8, 2022. *Id.* Based on this review, the Attorney General concluded that the Acquisition “is likely to result in lower health care costs or is likely to result in improved access to health care or higher quality health care without any undue increase in health care costs.” La. Stat. § 40:2254.4. The Attorney General accordingly approved the Acquisition and granted a COPA on December 28, 2022. *Supra* pp. 5–6. The Louisiana COPA statute plainly satisfies the clear articulation requirement. *See, e.g., W. Star Hosp.*, 986 F.3d at 359 (clear articulation satisfied because statute “expressly authorized the [defendant] to fix prices and control entry into the ... market”); *Jackson, Tenn. Hosp. Co., LLC v. W. Tenn. Healthcare, Inc.*, 414 F.3d 608, 612 (6th Cir. 2005) (clear articulation satisfied when statute provided that “[hospital] authorities may exercise such powers *regardless of the competitive consequences thereof*”) (alteration and emphasis in original).

Second, the Attorney General’s “supervision and control” easily satisfies active supervision. La. Stat. § 40:2254.1. The COPA is subject to a set of “Terms and Conditions of Compliance” spelling out comprehensive provisions for supervision. *Supra* pp. 5–6. Under these provisions, the Attorney General specifically controls prices: LCMC “may not contract with a third-party payor for a change in rates ... without the prior written approval of the DOJ.” Ex. B at 6. The Attorney General also controls the full range of LCMC’s ongoing activities. LCMC must submit quarterly, semi-annual, and annual reports, enabling the Attorney General to determine

whether LCMC’s activity is consistent with the State’s policy goals. *Id.* at 7–10. The Attorney General may at any time impose “a plan to correct any deficiency” if he determines “that an activity of [LCMC] is inconsistent with the policy goals” of the State. *Id.* at 2. Finally, the Attorney General has ultimate control: he may at any time “revoke the COPA” if “the [Louisiana] DOJ is not satisfied with any submitted corrective action plan,” if LCMC fails to comply with the terms and conditions of supervision, “or if the [Louisiana] DOJ otherwise determines that the transaction is not resulting in lower health care costs or greater access to or quality of health care.” *Id.* at 3.

This level of ongoing supervision is not just sufficient, but far exceeds what is required for supervision of a merger. Indeed, to obtain state action immunity from a merger challenge under Section 7 of the Clayton Act, there is no requirement at all for ongoing, post-merger supervision. It is the merger itself—not the ongoing operations of the merged entity—that must be actively supervised. The supervision requirement applies to the “challenged anticompetitive conduct”—the conduct that violates the antitrust laws—not any downstream effects of that conduct. *Ticor Title*, 504 U.S. at 634; *Dental Exam’rs*, 574 U.S. at 507 (requiring supervision over the “particular anticompetitive acts”). And under Section 7, the “violation [is] the merger itself.” *Midwestern Mach. Co. v. Nw. Airlines, Inc.*, 392 F.3d 265, 271 (8th Cir. 2004). “Unlike a conspiracy or the maintaining of a monopoly, a merger is a discrete act, not an ongoing scheme.” *Id.* That is why “the continuing violations doctrine does not apply to” Section 7 claims. *Z Techs. Corp. v. Lubrizol Corp.*, 753 F.3d 594, 599–600 (6th Cir. 2014). And that is why “price increases in the merger-acquisition context do not extend the statute of limitations”—“price increases following a merger or acquisition are not overt acts” of anticompetitive conduct. *Id.*

Contrast that with price-fixing cases under Section 1 of the Sherman Act, where the “challenged anticompetitive conduct” is an ongoing agreement to fix prices. *Ticor Title*, 504 U.S.

at 634. In that circumstance, the State must supervise and exercise ongoing control over “the details of the rates or prices,” *id.*, because “each price increase requires further collusion between multiple parties.” *Z Techs.*, 753 F.3d at 599. But here, where the challenged anticompetitive conduct is a merger, it is the merger agreement itself that must be supervised. *See id.*; *Midwestern Mach.*, 392 F.3d at 271. And the Attorney General supervised the transaction through an intensive review of the COPA application, his approval of the COPA, and supervision over consummation of the transaction.

Regardless, the COPA provides for ongoing supervision. The COPA’s terms and conditions provide for blanket ongoing supervision, including pre-approval for any price increases, plenary reporting and monitoring, power to impose a corrective action plan, and ultimate power to revoke the COPA at any time. *Supra* pp. 5–6; *see* Ex. D, Petition of Intervention ¶¶ 29, 32–33, 35, 49. It is beyond dispute that this is sufficient on its face to satisfy active supervision. *Cf. Yeager’s Fuel*, 22 F.3d at 1271 (active supervision satisfied because the State’s “approval of [the] rate has amounted to more than mere examination for mathematical accuracy”); *Uetrict v. Chi. Parking Meters, LLC*, No. 22-1166, 2023 WL 2818008, at *12 (7th Cir. Apr. 7 2023) (active supervision satisfied); *Cap. Tel. Co. v. N.Y. Tel. Co.*, 750 F.2d 1154, 1163 (2d Cir. 1984) (active supervision satisfied because state official had “general supervision” over the regulatory program, including power to examine books and records, investigate conduct, and “determine reasonable rates”).

Nor is there any basis for the Commission to suggest that the Attorney General will not carry out the supervisory duties. The Attorney General has expressly committed to doing so. Ex. D, Petition of Intervention ¶¶ 29, 32–33, 35, 49. Regardless, even if the Attorney General or Respondents somehow failed to comply with their mutual obligations, that would be at most a

reason for a future as-applied challenge, assuming that ongoing supervision is even required. *See, e.g., Ticor Title*, 504 U.S. at 629–31, 638–40 (reviewing an as-applied challenge to supervision of a price fixing regulation). The dispositive point here is that the Acquisition was actively supervised on January 3, 2023, which is the date when the Commission claims Respondents violated Section 7A by consummating a merger without complying with notice and the waiting period.

C. The State Action Doctrine Applies To Section 7A Of The Clayton Antitrust Act

The only question, then, is whether the state action exemption applies to Section 7A of the Clayton Antitrust Act, just as it applies to Section 7 of the Clayton Antitrust Act. It does.

The reasons are straightforward. Mergers attributable to the State are “exempt” from “the federal antitrust laws.” *Phoebe Putney*, 568 U.S. at 219. Section 7A is a federal antitrust law that imposes a merger waiting period. Section 7A contains the same ambiguity in the word “person” that the Court relied on in *Parker* to exclude state action from the Sherman Act. The principles of federalism apply just as much to Section 7A as Section 7. Other provisions in Section 7A confirm that Congress intended to exclude state action. 15 U.S.C. § 18a(c)(4)–(5). And, at minimum, the statute contains no clear statement that Congress intended to enact Section 7A “to compromise the States’ ability to regulate their domestic commerce.” *Motor Carriers*, 471 U.S. at 56.

Despite repeated holdings that state action immunity applies to “the federal antitrust laws,” the Commission now argues that Section 7A should be carved out. That novel theory should be rejected. It cannot be squared with Supreme Court precedent, fails to read the text in view of the applicable clear statement rule, and sharply undercuts federalism by impeding States’ efforts to implement mergers under state regulatory programs. Vividly illustrated by the facts of this case, the Commission’s view would “compromise the States’ ability to regulate their domestic commerce” through state-directed mergers. *Id.*

1. To begin, Section 7A of the Clayton Antitrust Act is indisputably a federal antitrust law. Section 7A is an enforcement tool for Section 7, the primary federal antitrust statute prohibiting anticompetitive mergers. And Section 7A is not just a notice statute—it substantively prohibits mergers pending a waiting period. 15 U.S.C. § 18a(a). It then imposes steep penalties for merging without observing the waiting period, enforceable “in a civil action brought by the United States.” *Id.* § 18a(g)(1). These penalties arise not merely for failure to give notice, but for *merging* too soon.

Because Section 7A fits hand-in-glove with Section 7 and is a “federal antitrust law[],” *Phoebe Putney*, 568 U.S. at 219, mergers attributable to the State are “exempt” from Section 7A, just as they are exempt from Section 7. *Id.* Stated differently, they are “exempt from antitrust liability,” *City of Columbia*, 499 U.S. at 378, and “antitrust liability” includes liability for merging in violation of Section 7A, just as it includes liability for merging in violation of Section 7. *See, e.g., United States v. Blavatnik*, 168 F. Supp. 3d 36, 41 (D.D.C. 2016) (“there can be no reasonable dispute that an HSR Act civil penalty action arises ‘under the antitrust laws’”).

2. Next, the operative provisions of Section 7A, Section 7, and the Sherman Act all use the word “person” in the same way. *See* 15 U.S.C. § 18a (“no person shall acquire”); *id.* § 18 (“No person ... shall acquire”); *id.* §§ 1–2 (“Every person who shall make any contract or engage in any combination or conspiracy”).

This should be dispositive. Under the clear statement rule adopted in *Parker*, the phrase “[e]very person” in the Sherman Act was insufficiently clear to include States or “action directed by a state.” *Parker*, 317 U.S. at 351; *see Uetracht*, 2023 WL 2818008, at *5 (recounting the Court’s reliance on “persons” as insufficiently clear). This same textual rationale applies both to Section 7 of the Clayton Act, *see Phoebe Putney*, 568 U.S. at 222–24, and to Section 7A. Likewise, just

as the Sherman Act’s legislative history contained “no suggestion of a purpose to restrain state action,” *Parker*, 317 U.S. at 351, so too the legislative history of HSR contains no hint of a purpose to restrain state action. *See* H.R. Rep. No. 94-1373 (1976).

3. *Parker*’s federalism rationale also applies forcefully to Section 7A. A key reason for the state action doctrine is “respect for ongoing regulation by the State,” *Ticor Title*, 504 U.S. at 633. To that end, the Court has consistently invoked a clear statement rule when interpreting antitrust statutes to avoid “compromis[ing] the States’ ability to regulate their domestic commerce.” *Motor Carriers*, 471 U.S. at 56; *see also Bond v. United States*, 572 U.S. 844, 858 (2014) (applying “the well-established principle that ‘it is incumbent upon the federal courts to be certain of Congress’ intent before finding that federal law overrides’ the ‘usual constitutional balance of federal and state powers.’” (quoting *Gregory v. Ashcroft*, 501 U.S. 452, 460 (1991))). As a result, “the federal antitrust laws are subject to supersession by state regulatory programs.” *Ticor Title*, 504 U.S. at 632–33.

“[R]espect for ongoing regulation by the State” is also the reason for extending immunity to private parties. *Id.* at 633. “If *Parker* immunity were limited to the actions of public officials, ... a State would be unable to implement programs that restrain competition among private parties.” *Motor Carriers*, 471 U.S. at 56. Any “plaintiff could frustrate” the State’s regulatory program “merely by filing suit against the regulated private parties, rather than the state officials who implement the plan.” *Id.* at 56–57. This would “reduce *Parker*’s holding to a formalism.” *Id.* at 57.

Applying Section 7A to mergers authorized under COPA statutes would flatly conflict with that reasoning. It would frustrate the State’s regulatory program and reduce *Parker*’s holding to a formalism. Ex. D, Petition of Intervention ¶¶ 30, 37, 41, 51. The Louisiana Legislature has

expressed the policy of the state to “substitute state regulation ... for competition” among health care facilities. La. Stat. § 40:2254.1. The Attorney General has spent countless hours in the approval process. The State has held public hearings and approved the merger as a matter of state regulation. And the State has entered into a regulatory arrangement for ongoing active supervision of the merger. *Supra* pp. 5–6. Forcing a federal waiting period on this merger—under threat of ruinous daily penalties—would egregiously interfere with Louisiana’s COPA program and would undeniably “compromise the States’ ability to regulate [its] domestic commerce.” *Motor Carriers*, 471 U.S. at 56.

After all, the waiting period would inevitably delay the merger—which is the entire point. And timing is crucial: “Delays imposed on proposed transactions result[ing] from ... lengthy review periods ... may prove fatal to a transaction.” Int’l Competition Policy Advisory Committee to the Attorney General, Final Report 93 (2000). The COPA statute itself sets time limits for the Attorney General’s review and approval of the merger. La. Stat. § 40:2254.4(C). The State’s approval can also be contingent on terms and conditions that depend on immediate integration of the facilities. Respondents, for example, made a series of specific commitments to the State that would improve healthcare in the New Orleans region, such as modernizing hospital assets, making capital investments, recruiting providers, and relocating services to increase patient access. Dkt. 19-1 ¶¶ 22–23. Many of those commitments would have been hindered or impossible if the Acquisition had been delayed by the waiting period under Section 7A. *Id.* In many instances, including the merger at issue here, compliance with Section 7A could effectively destroy the State’s COPA program.

At bottom, applying Section 7A to a COPA-approved merger is in direct conflict with the State’s regulatory approval process. Far from “respect for ongoing regulation by the State,” *Ticor*

Title, 504 U.S. at 633, it is an *affront* to ongoing regulation by the State. The Commission’s out-of-touch view of Section 7A cannot be squared with the Supreme Court’s cautious approach to Section 7 or the Sherman Act, where the Court has repeatedly emphasized that antitrust statutes must be interpreted to avoid “compromis[ing] the States’ ability to regulate their domestic commerce.” *Motor Carriers*, 471 U.S. at 56. This includes exempting private parties, or else any “plaintiff could frustrate” the state’s regulatory program “merely by filing suit against the regulated private parties, rather than the state officials who implement the plan.” *Id.* at 56–57.

4. Although they are unnecessary to hold that state action immunity applies to Section 7A for the reasons stated above, two other provisions in that statute lend further support for concluding that state action is exempt. The statute lists 12 categories of mergers that are exempt, and two of these exemptions embrace an exclusion for mergers covered by state action immunity, particularly when read in light of the clear statement rule that must be applied to antitrust statutes.

a. First are “transactions specifically exempted from the antitrust laws by Federal statute.” 15 U.S.C. § 18a(c)(5). This is sufficiently broad to include mergers that qualify for state action immunity. State action is indisputably “exempt” from “the federal antitrust laws.” *Phoebe Putney*, 568 U.S. at 219. And state action is exempted *by federal statutes*. *Parker* holds that the Sherman Act—a federal statute—exempts state action when read in light of principles of federalism. 317 U.S. at 351 (interpreting Sections 1 and 2 of the Sherman Act). *Phoebe Putney* applies that same principle to Section 7 of the Clayton Act. 568 U.S. at 222 (Section 7 of the Clayton Act). State action is therefore exempted by those federal statutes.

State action is also “specifically” exempted by those statutes, as interpreted under *Parker* and the state action cases. The category of conduct that is immune under the state action doctrine is highly “specific”—only conduct of the state itself or that is directly attributable to the state is

exempt from the antitrust laws. “Specifically” exempted does not mean “expressly” exempted. State action is specific, even if not express. Further, even if there is more than one plausible reading of “specifically exempted,” 15 U.S.C. § 18a(c)(5), the statute should be read to exempt state action out of “respect for ongoing regulation by the State,” *Ticor Title*, 504 U.S. at 633, and to avoid “compromis[ing] the States’ ability to regulate their domestic commerce.” *Motor Carriers*, 471 U.S. at 56.

b. Section 7A also exempts “transfers to or from ... a State.” 15 U.S.C. § 18a(c)(4). This, too, is sufficiently broad to include mergers that satisfy the elements for state action. After all, such mergers are by definition “properly attributable to a state.” Gov’t Br. 7. To qualify, the State must have “exercised sufficient independent judgment and control” to make the transaction “a product of deliberate state intervention,” and not simply an “agreement among private parties.” *Ticor Title*, 504 U.S. at 634–35. As a result, the merger is deemed “the State’s own” conduct. *Id.* at 635. In that light, the exemption for transactions “to or from ... a State” comfortably applies to all mergers that qualify as state action. All of those mergers are attributable to the State. All of those mergers are “the State’s own.” *Id.*

c. But it would make no difference even if those two exemptions did not apply. For all the reasons explained above, the required presumption is that Section 7A is a “federal antitrust law” to which the state action doctrine applies. That means a clear statement would be needed to carve out Section 7A from the state action doctrine.

Section 7A lacks any clear statement that comes close to rebutting that presumption. The statute nowhere says that it applies to state action. At the threshold, it applies only to “persons,” a key textual element cutting in favor of state action immunity. The only other argument the Commission can rely on is an *implicit* negative inference drawn from the list of 12 exemptions.

An implicit inference is just that—implicit. It is far from a clear statement that Congress truly meant to “compromise the States’ ability to regulate their domestic commerce.” *Motor Carriers*, 471 U.S. at 56.

The only way to adopt the Commission’s position is to draw inferences *against the State* at every turn: first in the ambiguous word “person,” then in the (c)(5) exception, then in the (c)(4) exception, and then in the statute as a whole. That is directly contrary to the mandate from the Supreme Court to apply a clear statement rule *in favor of States*, and to interpret federal antitrust laws to exempt conduct attributable to a State. There is no doubt that misinterpreting Section 7A in that way would profoundly interfere with state COPA programs.⁵

5. It also makes no sense to apply Section 7A to State-controlled mergers. Section 7A is an enforcement tool for Section 7, designed “to prevent transactions that may violate the antitrust laws.” *United States v. Smithfield Foods, Inc.*, 332 F. Supp. 2d 55, 58 (D.D.C. 2004). That purpose serves no function when there is no possibility that the Commission could ultimately enforce Section 7 or other antitrust laws against a particular transaction. That is the case when—as with Respondents’ Acquisition—a merger is exempt from the antitrust laws because it is expressly authorized, supervised, and controlled under a state COPA program.

⁵ Not surprisingly, the Petition makes no suggestion the Commission is entitled to deference for its view of state action immunity under Section 7A. The Commission has never issued a regulation interpreting Section 7A to apply to State-controlled mergers. To Respondents’ knowledge, the Commission has never even issued informal guidance before this case. The Commission has instead participated in COPA proceedings, without ever hinting that a COPA merger must comply with Section 7A. *Supra* p. 7. And even if the Commission had issued a regulation, no deference would be warranted. A clear statement is required before Courts will assume Congress meant to delegate authority over such a major question as whether to “compromise the States’ ability to regulate their domestic commerce.” *Motor Carriers*, 471 U.S. at 56. That explains why the Supreme Court has never deferred to the Commission in its state action precedent.

Nor is there is any practical problem with exempting COPA mergers from Section 7A. For one thing, COPA mergers represent a narrow category of transactions that hardly present a threat to the overall HSR review framework. This is especially obvious because Section 7A exempts a broad array of other transactions, and the Commission has exempted “29 additional categories” by regulation. Gov’t Br. 4. Moreover, as this case demonstrates, the COPA approval process not only ensures public notice and an opportunity for the Commission to comment, but it ensures that the merger will be exempt from federal antitrust laws as conduct attributable to the State. There is simply no point, other than to satisfy “official curiosity,” *id.* at 7, in subjecting such mergers to a federal waiting period and HSR review. That is not a valid way to approach the State sovereignty interests at stake here.

Finally, the Commission cannot contend that it alone must determine whether any particular COPA-approved merger satisfies the elements for immunity, and is therefore exempt from Section 7A. Merging parties routinely make their own determinations for all 12 enumerated exemptions in Section 7A plus all 29 regulatory exemptions. In every case, parties who believe they qualify for an exemption to Section 7A must make a determination that they are exempt. Those who are confident that they are exempt need not file, while those with less confidence may seek informal guidance from the Commission or make a precautionary filing. All these decisions are, of course, made under the deterring threat of crushing daily penalties.

D. The Commission’s Argument Should Be Rejected

1. The Commission spends less than two pages attempting to argue that Section 7A applies to state action. It cites no case—because there is none—ever holding that Section 7A is somehow carved out from the state action doctrine. It cites no regulatory practice of ever enforcing Section 7A against a State’s COPA program. It cites no regulation or administrative interpretation of any sort suggesting that Section 7A applies to State-approved mergers. Its sole argument attacks a

strawman and conflates the Commission’s investigatory powers with Section 7A’s regulation of conduct and imposition of liability.

According to the Commission, Respondents have “misstate[d] the scope of the state action defense” because, unlike Eleventh Amendment immunity, the “state action defense” “does not “immunize a defendant from suit,” and it “does not immunize a merging party from being investigated.” Gov’t Br. 7–8.

This is a canard. Respondents *agree* that the state action doctrine means their conduct of entering into a COPA-approved merger is exempt from the federal antitrust laws. As the Commission correctly states: “Conduct that is properly attributable to a state is not prohibited by the federal antitrust laws.” *Id.* at 7. Respondents have never claimed to be immune, in the Eleventh Amendment sense, from suit or from an investigatory subpoena.

The Commission then conflates its investigatory powers under the Federal Trade Commission Act with the regulation of conduct under Section 7A of the Clayton Act. The Commission is simply wrong when it says “the HSR Act ... is no different from other investigations that may begin with the issuance of a subpoena or other forms of compulsory process.” *Id.* at 8. To the contrary, Section 7A *prohibits conduct* and *imposes liability* for that conduct. Its operative provision imposes a waiting period on mergers. 15 U.S.C. § 18a(a). Parties who consummate acquisitions without observing the waiting period are subject to massive liability in the form of daily penalties enforced by the United States in a civil suit. *Id.* § 18a(g)(1). These provisions impose liability under the antitrust laws for consummating a merger.⁶ Of course it is

⁶ Indeed, the Commission itself characterizes Section 7A as a federal antitrust law enforced by the Commission. The petition seeks relief for Respondents’ failure to comply with Section 7A, and it invokes Section 13(b) of the FTC Act for its enforcement power. Gov’t Br. 9. In turn, Section 13(b) provides authority to seek an injunction “upon a showing ‘that any person, partnership or corporation is violating, or is about to violate, any provision of law enforced by the

true that the purpose of the waiting period is to give the Commission time to review the merger, but the waiting period remains a substantive bar on conduct. Again, as the Commission acknowledges, “Conduct that is properly attributable to a state is not prohibited by the federal antitrust laws.” Gov’t Br. 7. And applying that rule here makes good sense. Section 7A cannot tenably apply to acquisitions attributable to States without eviscerating the state action doctrine. *City of Columbia*, 499 U.S. at 378.⁷

Contrast Section 7A with the Commission’s traditional investigatory process under Section 9 of the FTC Act. 15 U.S.C. § 49. There, the Commission may issue administrative subpoenas to investigate a merger, and it may enforce compliance with those subpoenas in the courts. *See FTC v. Texaco, Inc.*, 555 F.2d 862, 871–72 (D.C. Cir. 1977). Respondents do not claim to be immune from those subpoenas in the Eleventh Amendment jurisdictional sense.⁸ But administrative subpoenas issued under the FTC Act are not antitrust laws. Quite unlike Section 7A, administrative subpoenas do not impose a waiting period. They do not block conduct or enjoin the merger in any way. A separate enforcement proceeding requiring proof on the merits—and allowing defenses on the merits—is required to enjoin a merger. *See FTC v. Weyerhaeuser Co.*, 665 F.2d 1072, 1073 (D.C. Cir. 1981). Thus, the Commission’s “other investigations that may begin with a subpoena” are materially different from Section 7A.

Federal Trade Commission.” *Id.* In the Commission’s own view, then, Section 7A is a provision of law enforced by the Commission, not merely an investigatory power of the Commission.

⁷ Moreover, the waiting period has no purpose when a merger, such as a COPA-approved merger, is exempt from all other federal antitrust laws, including Section 7.

⁸ Respondents of course reserve the right to object to a subpoena on any ground available under the law, including that a subpoena is overbroad, disproportionate, seeks irrelevant information, or is defective in any other way.

Regardless, it would make no difference even if the Commission were right that Section 7A is just a form of compulsory process. The ultimate question is not whether Section 7A is procedural or substantive, or whether the state action doctrine is more like a merits exemption or more like sovereign immunity. The question is whether Section 7A contains a clear statement that Congress truly meant to “compromise the States’ ability to regulate their domestic commerce.” *Motor Carriers*, 471 U.S. at 56. No such clear statement exists. So, just as conduct attributable to the State is exempt from the Sherman Act and from Section 7 of the Clayton Act, it is also exempt from Section 7A.

2. The Commission next asks this Court not to decide whether the Acquisition is exempt from the antitrust laws. Gov’t Br. 8. Doing so would supposedly be “premature” because the “FTC is investigating” “whether the state action defense may apply.” *Id.* Ruling on the merits may be premature, but only because the case should be transferred to the Eastern District of Louisiana, as requested in Respondents’ pending motion to transfer and LCMC’s pending motion to dismiss for lack of personal jurisdiction. Dkt. 19, 20.

If this Court rejects those motions, then it must determine whether the Commission is entitled to the injunctive relief it seeks. In turn, the Commission is entitled to relief only if it proves the Acquisition is covered by Section 7A. The Court should resolve that inquiry in two steps. First, the Court should hold that mergers attributable to a State are exempt from Section 7A. Second, because state action is exempt, Respondents are entitled to demonstrate that their merger qualifies as state action. The Court must resolve that issue before it could award any relief to the Commission.

This is perfectly consistent with the Commission’s insistence that state action is a “defense.” Gov’t Br. 7–8. In this sense, state action works the same as any one of the many

exemptions and exclusions from Section 7A—any defendant is entitled to defend against a Section 7A action on the ground that it does not fall within the scope of Section 7A. The Commission must then overcome that argument to obtain relief, either by showing a likelihood of success (for preliminary relief) or actual success (for permanent relief). The Commission cannot make either showing here. As demonstrated above, the clear-articulation and active-supervision elements easily can be decided as a matter of law based on the COPA statute and the COPA Terms and Conditions. *See supra* pp. 13–17. Nothing more is needed.

II. THE PUBLIC INTEREST STRONGLY FAVORS THE STATE AND RESPONDENTS

The Commission’s public interest argument fares no better—the public interest leans decidedly against enjoining a State-directed merger. Because states have primary regulatory authority over their own domestic affairs, the state action doctrine establishes that “federal antitrust laws are subject to supersession by state regulatory programs.” *Ticor Title*, 504 U.S. at 632–33. The Commission’s requested relief purposely undermines that basic principle. The State has expressed its policy choice to “substitute state regulation” of healthcare facilities “for competition between facilities.” La. Stat. § 40:2254.1. The Louisiana Legislature and Attorney General have applied that State policy to the Acquisition—a purely intrastate healthcare merger within the core regulatory authority of the State. The State has unequivocally determined that the Acquisition serves the public interest of the people of the State of Louisiana. On this score, the Commission’s belated request to enjoin the merger would obviously “compromise the States’ ability to regulate their domestic commerce.” *Motor Carriers*, 471 U.S. at 56.

The Commission, moreover, sat on its hands during the State’s COPA review process. The State held a public comment period and a public hearing, which the Commission ignored, despite having previously submitted comments for other COPA reviews. *Supra* p. 7. The Commission has never before suggested that COPA-approved mergers must comply with Section 7A, and it

never informed Respondents of its changed position during the COPA review process here. *See* Dkt. 19-1 ¶ 16. The Commission waited until months after the COPA was publicly approved, and the merger was publicly consummated, before notifying Respondents of its novel position on Section 7A. *Id.* ¶ 17. After all that, the Commission rushed into this Court, seeking emergency relief. The Commission could not even be bothered to file suit in Louisiana, where all of the hospitals are located, and the courts are familiar with local public interests. In light of the Commission’s own actions, it is hard to give weight to its insistence that injunctive relief truly serves the public interest of the people of Louisiana.

Indeed, enjoining the integration now will “impair patient care” and cause other affirmative harms to healthcare in Louisiana. *Id.* ¶ 21. The Acquisition was “designed to benefit the people of Louisiana by providing increased access to high quality, affordable health care,” *id.* ¶ 15, and the COPA application spelled out the plan to achieve those benefits in great detail. Ex. C at B-3–73. The Attorney General conditioned the COPA on a series of LCMC’s commitments to the State aimed at improving access to, and the quality of, healthcare in the New Orleans region, such as modernizing hospital assets, making capital investments, recruiting providers, and relocating services to increase patient access. Dkt. 19-1 ¶¶ 15, 22–23; Ex. C at B-10. Those commitments will be impossible to undertake if further integration is enjoined. Dkt. 19-1 ¶¶ 22–23.

Finally, the Commission needs no HSR filing to see that the Acquisition qualifies as state action and is properly attributable to the State. It is obvious that the Acquisition is exempt from Section 7 and cannot ultimately be enjoined on the merits under federal antitrust law. The Commission knows or should know that the Acquisition is exempt, and yet it refuses to stand down. There is no basis in the public interest to enjoin a merger under Section 7A when that merger is exempt from Section 7.

CONCLUSION

For these reasons, the Court should deny the Commission's request for preliminary and permanent injunctive relief.

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Respectfully submitted,

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*Counsel for Respondent
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APPENDIX OF EXHIBITS

- A. Respondents' Certificate of Public Advantage Application Approval (Dec. 28, 2022)
- B. Respondents' Certificate of Public Advantage with Terms and Conditions of Compliance (Dec. 28, 2022)
- C. Respondents' Public Redacted Application for a Certificate of Public Advantage (Oct. 10, 2022)
- D. State of Louisiana's Motion to Intervene, with exhibits, in *Louisiana Children's Medical Center, et al.*, No. 23-1305 (E.D. La.) (April 23, 2023)
- E. Louisiana Children's Medical Center Press Release (Jan. 3, 2023)

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

FEDERAL TRADE COMMISSION,

Petitioner,

v.

**LOUISIANA CHILDREN'S MEDICAL
CENTER,**

and

HCA HEALTHCARE, INC.,

Respondents.

Case No. 1:23-cv-01103-ABJ

DECLARATION OF ROBERT N. STANDER

I, ROBERT N. STANDER, pursuant to 28 U.S.C. § 1746, declare the following:

1. I am an attorney admitted to practice before this Court and a partner at the law firm Jones Day, which is counsel to Defendant Louisiana Children's Medical Center in this matter. I submit this declaration in support of Defendant Louisiana Children's Medical Center's and Defendant HCA Healthcare, Inc.'s Opposition to Petition for Injunctive Relief. The following exhibits are attached to this filing.

2. Exhibit A is a true and correct copy of Respondents' Certificate of Public Advantage Application Approval, issued by the Louisiana Attorney General on December 28, 2022.

3. Exhibit B is a true and correct copy of Respondents' Certificate of Public Advantage with Terms and Conditions of Compliance, issued by the Louisiana Attorney General on December 28, 2022.

4. Exhibit C is a true and correct copy of the public redacted version of Respondents' Application for a Certificate of Public Advantage, submitted on October 10, 2022.

5. Exhibit D is a true and correct copy of the State of Louisiana's Motion to Intervene, with exhibits, in *Louisiana Children's Medical Center, et al.*, No. 23-1305 (E.D. La.).

6. Exhibit E is a true and correct copy of a press release issued on January 3, 2023 by Louisiana Children's Medical Center, as reflected on Louisiana Children's Medical Center's website on April 23, 2023.

7. I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 26, 2023
Washington, D.C.

Respectfully submitted,

/s/ Robert N. Stander

Robert N. Stander

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Exhibit A



Jeff Landry
Attorney General

State of Louisiana
DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL
P.O. BOX 94005
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December 28, 2022

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300 Gibson Hall
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HCA Healthcare, Inc.
Attn: Joseph A. Sowell, III
Senior VP and Chief Development Officer
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Nashville, TN 37203

Re: Application for Certificate of Public Advantage – Louisiana Children's Medical Center/LCMC Health; The Administrators of the Tulane Educational Fund; Columbia/HCA of New Orleans, Inc.; Medical Center of Baton Rouge, Inc.; Columbia Healthcare System of Louisiana, Inc.; HCA Inc.

Dear Counsel:

This correspondence is intended to serve as notification that the above-referenced application for Certificate of Public Advantage, filed with this office pursuant to La. R.S. 40:2254.1, et seq. on October 10, 2022 and supplemented on November 2, 2022, November 4, 2022, November 10, 2022, November 15, 2022, and November 18, 2022 (collectively referred to herein as "COPA

COPA APPLICATION APPROVAL
December 28, 2022
Page-2-

Application”), is hereby approved. The approval is based on the representations and information contained in the COPA Application, criteria set forth in Louisiana law and regulations, testimony at the public hearing held on December 8, 2022, and the large number of public comments received.

The approval is subject to the following conditions:

1. The execution of all documents necessary to close the transaction as described in the COPA Application;
2. Pursuant to Louisiana Revised Statute 40:2254.11 and the regulations promulgated in accordance therewith, the submission of annual reports, as more specifically described in the Terms and Conditions of Compliance attached hereto;
3. Full compliance with all requirements described in the Terms and Conditions of Compliance attached hereto.

Please note that the annual reports will be due on or before December 28th of the applicable year (“Anniversary Date”), quarterly reports will be due in 90-day increments from the Anniversary Date, and semi-annual reports will be due in 180-day increments from the Anniversary Date.

Should you have any questions or comments, please let us know.

Sincerely,



Jeff Landry

Encl.: Terms and Conditions of Compliance

Exhibit B



Jeff Landry
Attorney General

State of Louisiana

DEPARTMENT OF JUSTICE
CIVIL DIVISION
P.O. BOX 94005
BATON ROUGE
70804-9005

CERTIFICATE OF PUBLIC ADVANTAGE

TERMS AND CONDITIONS OF COMPLIANCE FOR:

LOUISIANA CHILDREN’S MEDICAL CENTER/LCMC HEALTH; THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND; COLUMBIA/HCA OF NEW ORLEANS, INC.; MEDICAL CENTER OF BATON ROUGE, INC.; COLUMBIA HEALTHCARE SYSTEM OF LOUISIANA, INC.; HCA INC. (referred to herein as “Applicants”)

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**CERTIFICATE OF PUBLIC ADVANTAGE
TERMS AND CONDITIONS OF COMPLIANCE**

Effective: December 28, 2022

I. Legally Binding Effect of these Terms and Conditions and Corrective Action Plans

- A. Conditions of COPA Approval and Applicability of Terms and Conditions. The terms and conditions set forth herein (“Terms and Conditions”) are required as a condition for approval of the Certificate of Public Advantage (“COPA”) submitted by the above-named Applicants. The Louisiana Department of Justice, Office of the Attorney General (“DOJ”) may, at any time, alter these terms and conditions as it deems necessary to ensure that the COPA meets statutory and regulatory requirements. Pursuant to the terms of the proposed transaction among the Applicants for which a COPA application was submitted, LCMC Health will become the sole owner of Tulane University Medical Center, Tulane Lakeside Hospital, and Lakeview Regional Medical Center (collectively, the “UHS Hospitals”). As the sole owner of the UHS Hospitals and the operator of LCMC Health’s six hospitals (Children’s Hospital New Orleans, East Jefferson General Hospital, New Orleans East Hospital,¹ Touro Infirmary, University Medical Center New Orleans, and West Jefferson Medical Center) (together with the UHS Hospitals, the “Combined Entity”), LCMC Health (the “New Health System”) will serve as the sole continuing operator of the Combined Entity and the sole entity subject to these Terms and Conditions. The New Health System does not have the right to withdraw from these COPA Terms and Conditions during the term of the COPA. Further, pursuant to Louisiana Revised Statute 40:2254.4(D), any amendment to the terms of the transaction submitted by the Applicants or any material change in the operations or conduct of the New Health System shall be considered to be a new agreement and shall not take effect or occur until the DOJ has issued a new COPA approving such amendment or material change. The New Health System shall follow the timeframes and procedures set forth in the statutory and regulatory framework for COPA applications with regard to notifying the DOJ of any amendments or material changes.
- B. Corrective Action Plan. If, at any time, the DOJ determines that an activity of the New Health System is inconsistent with the policy goals described in Louisiana Revised Statute 40:2254.1, *et. seq.*, the DOJ will notify the New Health System that it must adopt a plan to correct any deficiency in its activities. Within thirty (30) calendar days of notification, the New Health System shall return a written corrective action plan to the DOJ responding to each cited deficiency, including timeframes for corrections, together with any additional evidence of compliance. If the DOJ determines that the corrective action plan does not sufficiently address each cited deficiency, it will notify the New Health System that it must submit a revised corrective action plan within twenty (20) days of notification. If the DOJ determines that the corrective action plan does sufficiently address each cited deficiency (“Corrective Action Plan”), the New Health System shall use best efforts to implement the Corrective Action Plan and submit progress reports to the DOJ as set forth therein.

¹ New Orleans East Hospital (“NOEH”) is not owned by LCMC Health; LCMC Health manages NOEH, which is not financially integrated into LCMC Health. NOEH is a Hospital Service District hospital and a political subdivision of the state. Accordingly, NOEH contracts separately and is not part of the LCMC Health payor contracting process.

**CERTIFICATE OF PUBLIC ADVANTAGE
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- C. Remedies. If the DOJ is not satisfied with any submitted corrective action plan, if the New Health System fails to comply with the terms and conditions set forth herein, fails to comply with any Corrective Action Plan, or if the DOJ otherwise determines that the transaction is not resulting in lower health care costs or greater access to or quality of health care, the DOJ reserves the right to revoke the COPA as provided for in Louisiana Revised Statute 40:2254.6. Additionally, the DOJ may pursue any other enforcement mechanisms available to it by law, including but not limited to injunctive relief.
- D. Court Costs and Attorney Fees. If it becomes necessary for the DOJ to file suit to enforce any provision of law, regulation, the terms and conditions of any Corrective Action Plan, or these terms and conditions, the New Health System shall be responsible for all costs associated with any such litigation, including but not limited to all court costs and attorneys' fees.
- E. Release of Liability for Corrective Action Plans. Subject to Louisiana Revised Statute 40:2254.7, the approval of any Corrective Action Plan does not confer any responsibility or liability for damages on the State of Louisiana or any of its officers, directors, employees, agents, or consultants. Applicants and their successors and assigns hereby RELEASE AND FOREVER DISCHARGE the State of Louisiana and all of its officers, directors, employees, agents, and consultants from any and all damages claims, debts, demands, losses, and liabilities whatsoever, known or unknown, whether in law or in equity, resulting from, respecting, relating to, or arising out of any Corrective Action Plan, which either party now has or may later discover. The New Health System may appeal a final decision on a corrective action plan or rate review decision in the manner provided in the Administrative Procedure Act.
- F. The New Health System may designate as "Confidential" and redact any document or material submitted to the DOJ that is exempt from disclosure under the Louisiana Public Records Act, including any document or material containing trade secret, proprietary, or competitively sensitive information. In accord with Louisiana Revised Statute 44:4 *et seq.* and other applicable statutes, rules, and regulations, nothing in the Terms and Conditions limits the New Health System from claiming any exceptions, exemptions, and limitations to the laws pertaining to public records.

II. Purpose and Vision – Creating Value for Louisiana Citizens

The purpose of COPA law and similar statute-regulated transactions is to better serve the citizens of Louisiana by pursuing and attaining the key aims of value-based healthcare, namely—

- Cost: Decreased costs of care
- Quality: Improved quality of care
- Access: Increased access to care

For COPA and other transactions, the State of Louisiana, through the Louisiana DOJ, aspires to work with healthcare organizations to help the DOJ and the nation to achieve these goals. For approval to be granted, the DOJ must have reasonable assurances that these goals will be met.

**CERTIFICATE OF PUBLIC ADVANTAGE
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Ultimately, decreased costs, improved quality, and increased access to healthcare aim to create better patient engagement, higher patient satisfaction, and more value for patients.

III. Guiding Principles and Expectations for Monitoring

The New Health System agrees to pursue these goals and to employ these guiding principles, which will be key to monitoring the transaction and ensuring its future success.

- A. Relevant Metrics: The New Health System will be responsible for gathering, analyzing, and presenting its performance on relevant metrics to cost, quality, and access on a regular basis. The DOJ reserves the right to change, add, or remove metrics as it deems necessary to ensure that the COPA meets statutory and regulatory requirements.
- B. Competitive Benchmarking: The New Health System will be expected to measure and report its performance in cost, quality, and access compared to national benchmark or relevant peer competitors within the markets it serves, the State of Louisiana, or any other areas (such as neighboring states or similar metropolitan areas in other states, etc.) as appropriate and as may be added at the discretion of the DOJ as it deems necessary to ensure that the COPA meets statutory and regulatory requirements, to the extent that relevant information on such competitors is publicly available.
- C. Continuous Improvement: The New Health System should strive to create, build, and maintain a culture of excellence and continuous improvement. The DOJ expects the New Health System to show meaningful improvement in cost, quality, and access every year. The New Health System should improve beyond its baseline performance (past performance for the quarter and year prior to approval), and also relative to its peer group or competitive set.

IV. Key Monitoring Elements in the Louisiana Statute

Louisiana Revised Statute 40:2254.11 provides as follows:

If the department issues a certificate of public advantage, the facilities to whom the certificate has been issued shall submit a report to the department evaluating whether the cooperative, merger, joint venture, or consolidation agreement submitted to and approved by the department has been complied with during the preceding year and, if applicable, evaluating whether any terms and conditions imposed by the department when it issued the certificate have been met or otherwise satisfied during the preceding year. The report must be submitted annually or more frequently if required by the department. The department shall in turn issue findings as to whether the terms and conditions are being met or otherwise satisfied. The department shall keep copies of all reports and findings based on the reports.

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Louisiana Admin. Code tit. 48, Part XXV, §517 outlines the information and supporting data that must be submitted by the New Health System. Annual reports following an approved COPA transaction shall include, but not be limited to, the following information:

- an update of all the information required in the COPA application;
- any change in the geographic territory that is served by the health care equipment, facilities, personnel, or services which are subject of the transaction;
- a detailed explanation of the actual effects of the transaction on each party, including any change in volume, market share, prices, and revenues;
- a detailed explanation of how the transaction has affected the cost, access, and quality of services provided by each party; and
- any additional information requested by the DOJ.

Louisiana Admin. Code tit. 48, Part XXV, §509 provides that the fee due with the filing of the reports required by Louisiana Revised Statute 40:2254.11 and described in Sections VIII-X shall be \$15,000. If the actual cost incurred by the DOJ is greater, the parties involved shall pay any additional amounts due as instructed by the DOJ.

V. Structure of Monitoring

The DOJ will direct the monitoring of an approved COPA application. At its discretion, the DOJ may assign another existing or new department within the State of Louisiana, or an external organization, to monitor the New Health System and the terms of the COPA application, or to provide monitoring support to the DOJ. (The DOJ or other organization that does the monitoring is hereafter referred to as the “Monitoring Agency” or together, the “Monitoring Agencies”).

The New Health System will be required to submit advanced written notice of certain events and reports that include specific information at the request of the Monitoring Agency. The Monitoring Agency will require reports according to the following schedule:

- Rate Review – During the term of the COPA, the New Health System will be required to submit information related to changes in rates to the Monitoring Agency as described in Section VI.
- Quarterly Reports – Quarterly reports will include an update on the transaction objectives as set forth in the COPA application and supplemental submission, with specific focus on updates on the investment and repurposing of facilities claims. Quarterly reports will be required for first three (3) years or until completion of application objectives, whichever is longer.
- Semi-Annual Reports – Semi-annual reports will require submission of a set of key metrics tied to cost, quality, and access. The reports will be submitted semi-annually for first five (5) years following the transaction.
- Annual Reports – During the term of the COPA, the New Health System will be required to submit annual reports that detail an update on its application, a description of any change

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to geographic territory, any changes in volume, market share, prices, and revenues, and a detailed explanation of how the transaction has affected cost, quality, and access.

The time periods for which quarterly and semi-annual reports will be required may be shortened or extended at the discretion of the Monitoring Agency. All annual reports should be submitted on or before the anniversary of the COPA approval date. Quarterly reports are to be submitted in 90-day increments after the anniversary of the COPA approval date and semi-annual reports are to be submitted in 180-day increments, while applicable, after the anniversary of the COPA approval date. In the event of a hurricane, earthquake, flood, tornado, natural disaster, public health emergency, epidemic, pandemic or disease outbreak, or other force majeure event or “act of God” that affects the ability of the New Health System to submit a report during the time periods outlined herein, the New Health System must contact the DOJ to determine a late report submission date that is mutually agreed upon by the New Health System and the DOJ.

VI. Rate Review

A. The New Health System may not contract with a third-party payor for a change in rates for any services provided by such New Health System without the prior written approval of the DOJ. At least sixty (60) days before the proposed implementation of any change in rates for any services provided by the New Health System under a newly negotiated third-party payor contract, the New Health System shall submit any proposed changes in rates to the DOJ for approval. The information submitted to the DOJ must include, at a minimum:

- i. Completion of any Rate Review application form which may be adopted by the DOJ;
- ii. The proposed change in rate(s);
- iii. For an agreement with a third-party payor other than an agreement with a managed care organization that provides or arranges for the provision of services under the Medicare or Medicaid programs, information showing:
 - a. That the New Health System and the third-party payor have agreed to the proposed rates;
 - b. Whether the proposed rates are less than the corresponding amounts in a relevant price index published by the Bureau of Labor Statistics of the United States Department of Labor relating to services for which the rates are proposed, or a comparable price index chosen by the DOJ if the relevant price index is abolished; and
 - c. If the proposed rates are above the corresponding amount in the relevant price index, a justification for proposing rates above the corresponding amounts in such index.

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iv. To the extent allowed by federal law, for an agreement with a managed care organization that provides or arranges for the provision of services under the Medicare or Medicaid programs, information showing:

a. Whether the proposed rates are different from rates under an agreement that was in effect before the date of the transaction;

b. Whether the proposed rates are different from the rates most recently approved by the DOJ for the New Health System, if the DOJ has previously approved rates following the issuance of the COPA; and

c. If the rates exceed the rates those described in subparagraphs (a) or (b) of this paragraph, a justification for proposing rates in excess; and

v. Any information concerning costs, patient volumes, acuity, payor mix, or other information requested by the DOJ.

a. To the extent that the DOJ requests such information, such information shall be provided no later than twenty (20) business days from the request.

B. The Monitoring Agency shall approve or deny the proposed rate change within sixty (60) days from receipt of a notice of proposed rate change.

C. The rate review process intends to ensure that rates remain at a level that is supported by economic, cost, or other growth trend indicators. The DOJ, in its sole discretion, may designate an individual or entity to review the provided materials and make a recommendation to the DOJ. The Monitoring Agency may evaluate proposed rate increases by comparing the proposed rates to: (1) price indexes, (2) cost report data and trends, (3) governmental program rates, and (4) other information as provided by the New Health System or as deemed necessary by Monitoring Agency. Based on evaluation, the DOJ shall approve the proposed rates unless the DOJ determines that rates inappropriately exceed competitive rates for comparable services in the New Health System's market area.

VII. Notice

The New Health System must provide written notice to the DOJ at least ninety (90) days in advance of any mergers, acquisitions, joint ventures, or other partnership arrangements.

VIII. Report Elements – Quarterly Reports

The New Health System must submit quarterly reports, in accordance with the schedule set forth in Section V, providing an update on the transaction objectives cited in the COPA application regarding the investments and repurposing of facilities, including but not limited to the following:

A. Changes in services at the Tulane University Medical Center New Orleans ("TUMC") facility in Orleans Parish, to the extent available, related to:

**CERTIFICATE OF PUBLIC ADVANTAGE
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- i. Creation of new nursing program in Orleans Parish;
 - ii. Development of downtown campus;
- B. Creation of a new, premier academic medical center and leading teaching institution in Jefferson Parish at East Jefferson General Hospital (“EJGH”), including:
 - i. Transition or relocation of advanced clinical services from TUMC to EJGH;
 - ii. Investment in capital improvements at EJGH, Tulane Lakeside, and Lakeview;
- C. Creation of Centers of Excellence;
- D. Engagement in medical research;
- E. Expansion of electronic medical record system to Tulane Lakeside and Lakeview;
- F. Access changes such as:
 - i. Material openings, closures, or mergers of outpatient facilities;
 - ii. Material openings, closures, or mergers of inpatient services; or
 - iii. Material service line changes.
- G. Any changes or events requiring reporting to The Joint Commission or other accrediting bodies, including any change in accreditation status.

IX. Report Elements – Semi-Annual Reports

The New Health System must submit semi-annual reports in accordance with the schedule set forth in Section V. To serve as long- and short-term baseline comparators, the New Health System should include data from one (1) year prior to the merger and one (1) quarter before the merger. Semi-annual reports should include data from these two (2) baseline comparators, in addition to the data from all preceding reports. Where possible, the New Health System should also compare the following measures to the top two (2) to four (4) competitors in the area. The semi-annual reports must include the following elements, to the extent available:

Cost

- Number of patients who benefited from charity care
- Description of capital investments
- Overall cost of agency nurses (details to be kept confidential)
- List of open care delivery positions
- Summary of charges billed and payments received for inpatient care, including drugs, from each facility
- Dollar value and service volume of programs and services for poor and underserved communities
- Final Medicare cost reports

Quality

- Patient satisfaction ratings

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- Readmission rates
- A summary of quality improvement measures for each hospital
- CMS star ratings
- Leapfrog safety rating

Access

- Staffed bed changes greater than ten percent (10%) compared to the same period in the prior year.
- Inpatient volumes, broken down by major classifications such as pediatrics, women's health, Med Surg, ICU, etc.
- Outpatient volumes, broken down by each outpatient category, such as primary and specialty clinic visits, emergency department, outpatient surgery, etc.
- Emergency department times in minutes for each hospital
- Number of providers who have privileges to practice
- Current number of physicians, nurses, PAs in the market area and employed by the New Health System
- Number of newly recruited physicians seeing patients by the New Health System to the area in the past year

X. Report Elements – Annual Reports

In addition to the quarterly and semi-annual reports, the New Health System must submit annual reports as required by Louisiana law. The report must include all report elements listed for the quarterly and semi-annual reports, in addition to the following:

- A. An update of all the information required in the application. Provide an update on the claims made in the initial and supplemental COPA applications.
- B. Any change in the geographic territory that is served by the health care equipment, facilities, personnel, or services which are subject of the transaction. Provide detailed explanation of any change in geographic territory that is served by the health care equipment, facilities, personnel, or services which are subject to the transaction.
- C. A detailed explanation of the actual effects of the transaction on each party, including any change in volume, market share, prices, and revenues:
 - i. Volume: Provide a detailed account of how volumes have been impacted by the transaction.
 - ii. Market share: Provide a detailed account of how market share has been impacted by the transaction.
 - iii. Price: Provide a detailed account of how prices have been impacted by the transaction. Provide prices for a key group of services/procedures – recommend the most common

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- ten (10) to thirty (30) procedures or services. Include charts that compare change in price to general inflation and health care inflation.
- iv. Revenue: Provide a detailed account of how revenues have been impacted by the transaction.
- D. A detailed explanation of how the transaction has affected the cost, access, and quality of services provided by each party. Provide a narrative explanation of the transaction's impact on cost, quality, and access.

XI. Release of Liability

Subject to Louisiana Revised Statute 40:2254.7, the granting of a COPA application does not confer any responsibility or liability for damages on the State of Louisiana or any of its officers, directors, employees, agents, or consultants. Applicants and their successors and assigns hereby RELEASE AND FOREVER DISCHARGE the State of Louisiana and all of its officers, directors, employees, agents, and consultants from any and all damages claims, debts, demands, losses, and liabilities whatsoever, known or unknown, whether in law or in equity, resulting from, respecting, relating to, or arising out of any COPA application or approval, which such party now has or may later discover.

Exhibit C

PUBLIC REDACTED VERSION

APPLICATION FOR CERTIFICATE OF PUBLIC ADVANTAGE

SUBMITTED BY:

Louisiana Children's Medical Center
LCMC Health

The Administrators of the Tulane Educational Fund

Columbia/HCA of New Orleans, Inc.

Medical Center of Baton Rouge, Inc.

Columbia Healthcare System of Louisiana, Inc.

HCA Inc.

**DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY
OR TRADE SECRET INFORMATION**

**WITHHELD FROM PUBLIC RELEASE
NON-PUBLIC & CONFIDENTIAL
FILED UNDER SEAL**

This document and attachments contain information that is proprietary, confidential, commercially sensitive, and/or competitive and is protected from public disclosure pursuant to La. R. S. 44:1 et seq. and any other applicable exception listed in applicable statutes, rules, and regulations.

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5(b). <i>A description of any consideration passing to any person under the agreement or transaction, including the amount, nature, source, and recipient;</i>	B-10
5(c). <i>A description of each party's contribution of capital, equipment, labor, services, or other value to the transaction, if any;</i>	B-10
5(d). <i>Identification of any other services or products that are reasonably likely to be affected by the proposed agreement or transaction;</i>	B-13
5(e). <i>A description of the geographic territory involved in the proposed agreement or transaction;</i>	B-18
5(f). <i>If the geographic territory described in item (e) is different from the territory in which the applicants have engaged in the type of business at issue over the last five years, a description of how and why the geographic territory differs;</i>	B-18
5(g). <i>Identification of all products or services that a substantial share of consumers would consider substitutes for any service or product that is the subject of the proposed agreement or transaction;</i>	B-21

5(h). Identification of whether any services or products of the proposed agreement or transaction are currently being offered, capable of being offered, utilized, or capable of being utilized by other providers or purchasers in the geographic territory described in item (e);	B-22
5(i). Identification of the steps necessary, under current market and regulatory conditions, for other parties to enter the territory described in item (e) and compete with the applicants;	B-41
5(j). A detailed explanation of the projected effects, including expected volume, change in price, and increased revenue, of the agreement or transaction on each party's current businesses, both generally as well as the aspects of the business directly involved in the proposed agreement or transaction;	B-45
5(k). Each entity's estimate of their respective present market shares and that of others affected by the proposed agreement or transaction, and projected market shares after implementation of the proposed agreement or transaction;	B-47
5(l). Identification of business plans, reports, studies, or other documents that discuss each entity's projected performance in the market, business strategies, competitive analyses and financial projections, including any documents prepared in anticipation of the cooperative agreement, merger or consolidation, as well as those prepared prior to contemplation of the transaction;	B-51
5(m). A description of each entity's performance goals, including quantitative standards for achieving the objectives of;	B-52
5(n). A description of how the anticipated efficiencies, cost savings and other benefits from the transaction will be passed on to the consumers of health care services;	B-66
5(o). A description of the net efficiencies likely to result from the transaction, including an analysis of anticipated cost savings resulting from the transaction and the increased costs associated with the transaction;...	B-69
5(q). A description of why the anticipated cost savings, efficiencies and other benefits from the transaction are not likely to result from existing competitive forces in the market;	B-69
5(p). A statement of whether competition among health care providers or health care facilities will be reduced as a result of the proposed agreement or transaction; whether there will be adverse impact on quality, availability, or cost of health care; whether the projected levels of cost, access to health care, or quality of health care could be achieved in the existing market without the proposed agreement or transaction; and, for each of the above, an explanation of why or why not;	B-72
Appendix C: Description of Negotiations of the Agreement.....	C-1
Appendix D: Proposed Agreement.....	D-1
Appendix E: Governmental Filings.....	E-1
Appendix F: Meetings with Governmental Officials	F-1
Appendix G: Letters of Intent.....	G-1
Appendix J: Meeting Minutes and Other Information	J-1
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Appendix R: Persons Involved in Decision Making or Planning.....	R-1
Appendix S: Market Studies	S-1

LOUISIANA ATTORNEY GENERAL'S
Request for Information Form for Certain
Cooperative Endeavor Agreements, Joint Ventures, Mergers
and Consolidations among Health Care Facilities

INSTRUCTIONS AND DEFINITIONS

1. All responses to the Request for Information Form must be typed or clearly printed in black ink. You must use only the official forms.

2. All documents and appendices must be provided in compliance with the following:

(a) One set of original documents and three (3) separate sets of legible and collated copies of all documents must be submitted.

(b) With respect to the submission of appendices, each appendix shall be submitted in a separate legal size folder clearly marked with the appendix number along with the name of the entity or entities submitting the information and the date of the Attorney General's Request for Information, set forth in Instruction #9. *For example, Company X, Appendix A, July 1, 1996 or Company X and Company Y, Appendix A, July 1, 1996; and*

(c) Each document must be consecutively numbered and labeled along with an abbreviation for the entity or entities. *For example, the first document of a submission by Company X, would be labeled CX0001 and the first document of a joint submission of Company X and Company Y would be labeled CXY0001.* These initials and numbers should appear in the lower right-hand corner of each document.

3. All amendments or late-filed documents or responses must be clearly labeled to indicate which Request or appendix folder the document should be placed in upon receipt by the State. Such documents must be submitted in compliance with all other instructions herein.

4. Unless otherwise indicated, documents to be produced pursuant to this Request for Information Form include each and every document prepared, sent, dated, received, in effect, or which otherwise came into existence during the last three (3) years through the date of the production of documents pursuant to this Request. Responses to the Request must be supplemented, corrected, and updated until the close of the transaction. The Attorney General, at his discretion, may require the production of additional documents.

5. Unless otherwise approved by the Department, for each Request calling for the production of documents, produce each and every responsive document in each entity's care, possession, custody, or control, without regard to the physical location of those documents.

6. If an entity possesses no documents responsive to a paragraph of this Request, that entity must state this fact, specifying the paragraph(s) or subparagraph(s) concerned, in the response. If an entity must submit documents at a later date than that set forth in Instruction #9, the following procedure is required: the entity must state this fact, specify the paragraph(s) or subparagraph(s) concerned, identify the document(s) to be produced, and state the expected date of production.

7. If an entity asserts a privilege in response to a Request, that entity must state the privilege, the basis of the privilege, and identify the documents and Request to which the privilege attaches.

8. Responses to Requests not requiring the production of documents should be typed or clearly printed in black on the Request for Information Form. If additional space is required, you should attach additional 8 ½" x 11" size pages, clearly noting at the top of the page to which Request the additional information is responsive and the identity of the entity providing the information. *For example: Company X, Continuation to Request #3.*

9. All responses to this Request for Information shall be sent by United States Mail, hand delivered, or a nationally recognized express delivery service to the following individual.

Director, Civil Division
State of Louisiana
Department of Justice
Civil Division
1885 North Third Street, 6th Floor
Baton Rouge, Louisiana 70802
Post Office Box 94005
Baton Rouge, Louisiana 70804-9005

10. The Request for Information Form is not complete or valid without completed Certification and Verification Affidavits for each entity executed under oath in the presence of a notary and attached to the Request for Information Form.

11. Copies may be submitted in lieu of originals as long as the entity indicate(s) that the documents are copies, the location of the originals, and the reason for the substitution of copies. All originals must be returned as set forth in the Certification and Verification Affidavits. Additionally, the entity must sign the Certification of Verification Affidavit(s), agreeing that the documents are authentic for the purposes of Louisiana law.

12. All questions regarding these forms, the scope of any Request, and instruction, or any definitions shall be directed to the Assistant Attorney General listed in Instruction #9.

13. This Request for Information Packet should include all of the following forms:

Form	Instructions and Definitions
Form	Request for Information Form
Form	Certification and Verification Affidavit

If your packet is missing any of the above listed forms, please contact the Assistant Attorney General listed in Instruction #9 immediately. Your response to the Request for Information Form is not complete until the Attorney General's Office has received all of the above listed forms, fully completed.

14. Each entity that is a party to the Agreement must complete the entire Request for Information Packet.

LOUISIANA ATTORNEY GENERAL'S APPLICATION

REQUEST FOR INFORMATION FORM

For Certain

COOPERATIVE ENDEAVOR AGREEMENTS, JOINT VENTURES, MERGERS AND
CONSOLIDATIONS AMONG HEALTH CARE FACILITIES

PLEASE CAREFULLY REVIEW THE INSTRUCTIONS AND
DEFINITIONS PRIOR TO COMPLETING THIS FORM

**Note: If the information is not supplied under any of the following items, provide an
Explanation of why the item is not applicable to the transaction or the parties.**

1. **Name of each Party:** Identify each entity which is a party to the cooperative endeavor agreement, joint venture, merger, or consolidation (hereinafter referred to collectively as "Agreement") in accordance with 40:2254.1, et seq., including the address of the principal business office of each party. Include in your response the identity of any (a) parent, (b) subsidiary, and/or (c) affiliate of each entity.
2. **Contact Person for each Party:** Provide the full legal name, title, address, telephone and facsimile number for the persons authorized to receive notices and communications with respect to the application.
3. **Directors and Officers:** Identify by full legal name and title each and every director and officer of each entity.
4. **Corporate Documents:** Attach as Appendix A, all corporate documents relating to each entity filing this Request. Include corporate documents of all parents, subsidiaries, or affiliates. For the purpose of this Request, "corporate documents" means the charter or articles of incorporation, bylaws, and any and all amendments to each corporate document.
5. **Description of Proposed Agreement:** Attach as Appendix B a detailed description of the proposed agreement, including:
 - (a) A list of any services or products that are the subject of the proposed agreement or transaction;
 - (b) A description of any consideration passing to any person under the agreement or transaction, including the amount, nature, source, and recipient;
 - (c) A description of each party's contribution of capital, equipment, labor, services, or other value to the transaction, if any;
 - (d) Identification of any other services or products that are reasonably likely to be affected by the proposed agreement or transaction;
 - (e) A description of the geographic territory involved in the proposed agreement or transaction;
 - (f) If the geographic territory described in item (e) is different from the territory in which the applicants have engaged in the type of business at issue over the last five years, a description of how and why the geographic territory differs;
 - (g) Identification of all products or services that a substantial share of consumers would consider substitutes for any service or product that is the subject of the proposed agreement or transaction;
 - (h) Identification of whether any services or products of the proposed agreement or transaction are currently being offered, capable of being offered, utilized, or capable of being utilized by other providers or purchasers in the geographic territory described in item (e);
 - (i) Identification of the steps necessary, under current market and regulatory conditions, for other parties to enter the territory described in item (e) and compete with the applicants;
 - (j) A detailed explanation of the projected effects, including expected volume, change in price, and increased revenue, of the agreement or transaction on each party's current businesses, both generally as well as the aspects of the business directly involved in the proposed agreement or transaction;

(k) Each entity's estimate of their respective present market shares and that of others affected by the proposed agreement or transaction, and projected market shares after implementation of the proposed agreement or transaction;

(l) Identification of business plans, reports, studies, or other documents that discuss each entity's projected performance in the market, business strategies, competitive analyses and financial projections, including any documents prepared in anticipation of the cooperative agreement, merger or consolidation, as well as those prepared prior to contemplation of the transaction;

(m) A description of each entity's performance goals, including quantitative standards for achieving the objectives of:

(1) lower health care costs; or

(2) higher quality health care or greater access to health care in Louisiana without any undue increase in health care costs.

(n) A description of how the anticipated efficiencies, cost savings and other benefits from the transaction will be passed on to the consumers of health care services;

(o) A description of the net efficiencies likely to result from the transaction, including an analysis of anticipated cost savings resulting from the transaction and the increased costs associated with the transaction;

(p) A statement of whether competition among health care providers or health care facilities will be reduced as a result of the proposed agreement or transaction; whether there will be adverse impact on quality, availability, or cost of health care; whether the projected levels of cost, access to health care, or quality of health care could be achieved in the existing market without the proposed agreement or transaction; and, for each of the above, an explanation of why or why not;

(q) A description of why the anticipated cost savings, efficiencies and other benefits from the transaction are not likely to result from existing competitive forces in the market; and

(r) If information is not supplied under any of the above items, an explanation of why the item is not applicable to the transaction or to the parties.

6. **Description of Negotiations of the Agreement:** Attach as Appendix C a detailed description of all discussions and negotiations between each entity resulting in the proposed Agreement. To the extent practicable, this response should include, but not be limited to, a summary outline in date sequence of any and all meetings held with the following parties with respect to the proposed transaction:

(a) With each entity's financial advisors or investment bankers related to the proposed Agreement (including, but not limited to, management, committees of the board of directors or meetings of the full board);

(b) With prospective networkers, merging partners of each entity, together with a brief summary of the results of such meetings; and

(c) With other parties deemed significant to the transaction (including, but not limited to, outside experts or other consultants).

7. **Closing Date:** What is the expected date of closing of the proposed Agreement? Attach as Appendix D a copy of any proposed Agreement.

8. **Governmental Filings:** Attach as Appendix E all filings with respect to the proposed Agreement, including all amendments, appendices, and attachments, and each report or document provided to each federal, state, or local governmental entity regarding the proposed Agreement. Include copies of forms to be provided to each such entity, the answer to information or questions on such forms, and each attachment submitted in connection therewith.

9. **Meetings with Governmental Officials:** Attach as Appendix F summaries of all meetings with federal, state, or local authorities regarding any filings or documents referenced in Request #8. Also, include each and every document which memorializes or discusses any and all meetings or other communications with the United States Department of Justice, Federal Trade Commission, or any other state, federal or local governmental entity in connection with the proposed transaction.

10. **Prior Agreements:** Identify all prior Agreements between the parties within the last three (3) years, including the following information for each:

- (a) Date of Agreement;
- (b) City/State;
- (c) Brief Description.

11. **Letters of Intent:** Attach as Appendix G any and all drafts and final versions of any and all letters of intent, confidentiality agreements, or other documents initiating negotiations, contact, or discussion between the parties to the Agreement.

12. **Contracts or Purchase Agreements:** If any assets are passed to any Party under the Agreement, Attach as Appendix H any and all drafts and final versions of asset purchase agreements, contracts or agreements to transfer assets. Your response must also include any attachments, amendments, schedules, or appendices to such agreements.

13. **Fairness Opinions:** If any assets are passed to any Party under the Agreement, Attach as Appendix I any and all fairness opinions analyzing the proposed Agreement along with any supplemental analysis prepared by any entity or its experts. Include in your response the name of the company and the person(s) who prepared the opinion, their business telephone numbers and addresses, the agreement or engagement letter with such company or person, and background information regarding the company or person's qualifications.

14. **Meeting Minutes and Other Information:** Attach as Appendix J the following documents with respect each meeting during which the proposed Agreement was discussed, whether regular, special, or otherwise, of the board of directors or board of trustees for each entity.

- (a) Announcements and the persons to whom the announcements were sent;
- (b) Agenda;
- (c) Minutes and/or resolutions of the board of directors or board of trustees for each entity which reflect or discuss the proposed Agreement, including those regarding the final vote;
- (d) Each written report or document provided to the board or board members, including, but not limited to, each committee report and each expert's report;
- (e) Each proposal or document referencing or regarding possible or actual Agreement;
- (f) Each presentation to the board or any committee to the board; and
- (g) Each attachment to (a) through (f).

15. **Valuation Information:** Attach as Appendix K each appraisal (with each attachment), evaluation (with each attachment), and similar document (with each attachment) concerning the financial performance of each party to the transaction for the preceding five years, their assets, their properties, their worth as a going concern, or their market value. This Request shall include, but not be limited to, any appraisals of the common stock of any entity, any appraisals involving property held by any entity.

16. **Information Regarding Other Offers:** Attach as Appendix L each appraisal (with each attachment), evaluation (with each attachment), and similar document (with each attachment) concerning any negotiation, or proposal either initiated or received by any entity regarding the proposed Agreement, and the dollar value of such proposed Agreement.

17. **Mission Statement:** Attach as Appendix M any and all mission statements of each entity.

18. **Press Releases and Related Information:** Attach as Appendix N any and all press releases, newspaper articles, radio transcripts, audiotapes and videotapes of any television commercials or reports regarding the proposed transaction and any other offers identified in Request # 16.

19. **Financial Records:** Attach as Appendix O all of the following for the last six (6) fiscal years for each entity, unless otherwise indicated:

- (a) Audited and unaudited financial statements. Audits are sometimes presented in abbreviated form or in fuller form, with detailed supplements. Provide the most detailed form of your audit that is available.
- (b) Consolidating statements (balance sheets and income statements for each fiscal year);

- (c) Year-to-date internal financial statements for the most recent month-end available during the current year. Be sure that the statements are comparative (with the same period of the previous fiscal year), otherwise provide last year's internal financial statements for the corresponding period as well;
- (d) If separate audited financial statements are prepared for any of your affiliates, or any parent or, please provide those audits, together with comparative year-to-date financial statements for each such member, affiliate, parent or subsidiary;
- (e) Projected capital expenditure requirements for the next three (3) years;
- (f) Each balance sheet, profit and loss statement, statement of change in financial position of each entity or company it controls, operates, manages, or is affiliated with and also the same information for the acquirer and any entity which you reasonably believe it owns, operates, manages, or controls;
- (g) A detailed schedule of operating expenses, unless already provided with the audits;
- (h) An analysis (aging) of accounts receivable by major category, of receivables as of the most recent month-end available, indicating the amounts ultimately considered collectable;
- (i) Management compensation (salary, bonus, other benefits) for the five (5) officers receiving the greatest amount of compensation;
- (j) Identify any material off-balance sheet assets or liabilities (i.e., any assets or liabilities not reflected on the most recent audited financial statements) and provide documentation concerning such assets or liabilities. Examples of such items would include a significant under-or over-funding in the pension plan or a current litigation judgment not reflected in the most recent audit;
- (k) Identify any material contingent assets or liabilities, and the conditions that must occur for any such contingent assets to be realized or for any such contingent liabilities to be incurred; and
- (l) Identify all accounting firms, including the name, address, and telephone number of the accountant(s) primarily responsible for accounting and auditing of the entities for the last six (6) years.
- (m) If information is not supplied under any of the above items, explain why the information is not applicable to the transaction or parties.

20. **Conflict of Interest, Self-Interest, and Self-Dealing Issues:**

- (a) Attach as Appendix P an affidavit for each officer and director of each entity.
- (b) Attach as Appendix Q any and all documents reflecting any possible conflict of interest, self-interest, or self-dealing of any board member, officer, or director in connection with the proposed Agreement. Such documents shall include evidence of any disclosures or other curative measures taken by the board and any documents suggesting or referencing financial or employment incentives or inducements offered to any board member, director or officer.

21. **Persons Involved in Decision Making of Planning:** Attach as Appendix R a list of the full legal names, titles, addresses, and telephone numbers of each and every officer, director, representative, manager, executive, expert or other persons having substantial input, at any phase of decision making or planning, into the decision or plan for the proposed Agreement.

22. **Market Studies:** Attach as Appendix S each market study (and attachments) done for or by each entity, or otherwise received by each entity. Include an analysis of an entity's market share from the perspectives which are normally tracked by the entity's board.

23. **Registered Agents for Service or Process:** Identify the registered agent for service of process, including his or her complete address, for each entity.

1. **Name of each Party:** Identify each entity which is a party to the cooperative endeavor agreement, joint venture, merger, or consolidation (hereinafter referred to collectively as “Agreement”) in accordance with 40:2254.1, et seq., including the address of the principal business office of each party. Include in your response the identity of any (a) parent, (b) subsidiary, and/or (c) affiliate of each entity.

Response to Specification 1:

The entities listed below are parties to the Academic Affiliation Agreement, Membership Interest Transfer Agreement, and Unit Purchase Agreement (collectively, the “Agreement”), as described in more detail in response to Specification 5(a).

The following entities are parties (the “Parties”) to the Academic Affiliation Agreement and Membership Interest Transfer Agreement:

Louisiana Children’s Medical Center (“LCMC Health”)
Energy Centre, 1100 Poydras St., Suite 2500
New Orleans, LA 70163

The Administrators of the Tulane Educational Fund (“Tulane”)
6823 St. Charles Avenue
New Orleans, LA 70118

The following entities are parties to the Unit Purchase Agreement:

The Administrators of the Tulane Educational Fund (“Tulane”)
6823 St. Charles Avenue
New Orleans, LA 70118

Columbia/HCA of New Orleans, Inc.
One Park Plaza, Bldg. 1
Nashville, TN 37203

Medical Center of Baton Rouge, Inc.
One Park Plaza, Bldg. 1
Nashville, TN 37203

Columbia Healthcare System of Louisiana, Inc.
One Park Plaza, Bldg. 1
Nashville, TN 37203

HCA Inc.¹
One Park Plaza, Bldg. 1
Nashville, TN 37203

¹ HCA Inc. joins the Unit Purchase Agreement as a guarantor solely for the purposes set forth in the Unit Purchase Agreement.

Table 1-1 lists the subsidiaries and affiliates of LCMC Health. **Table 1-2** lists the subsidiaries and affiliates of Tulane. **Table 1-3** lists the subsidiaries and/or affiliates of Columbia/HCA of New Orleans, Inc., Medical Center of Baton Rouge, Inc., and Columbia Healthcare System of Louisiana, Inc.

Table 1-1: Subsidiaries and Affiliates of LCMC Health

- Audubon Retirement Village, Inc.
- Children's Hospital
- Children's Hospital Anesthesia Corporation d/b/a LCMC Health Anesthesia Corporation
- Children's Hospital Medical Practice Corporation d/b/a Children's Pediatrics
- Community Services Collaborative, LLC
- Crescent City Physicians, Inc.
- Crescent City Surgical Centre Operating Co, LLC
- East Jefferson Surgery Center, L.L.C. / East Jefferson Ambulatory Surgery Center, LLC
- East Jefferson Physicians Group, L.L.C.
- East Jefferson Radiation Oncology, L.L.C.
- Gulf South Quality Network – New Orleans, L.L.C.
- LCMC Health Clinical Services, LLC d/b/a NOLA Physician Group
- LCMC Health Clinical Support, LLC
- LCMC Health Holdings, Inc. d/b/a East Jefferson General Hospital
- LCMC Health Pharmacy Services, LLC
- LCMC Healthcare Partners, LLC
- LCMC Urgent Care, LLC
- LHP Accountable Care, LLC
- Metairie Physician Services, Inc.
- New Orleans Clinical Services, LLC
- New Orleans Physician Services, Inc.
- TIJV, L.L.C.
- Touro Infirmary
- Touro Infirmary Foundation
- University Medical Center Management Corporation d/b/a University Medical Center New Orleans
- West Jefferson Holdings, LLC d/b/a West Jefferson Medical Center
- West Jefferson Industrial Medicine, L.L.C.
- West Jefferson MRI, L.L.C.
- Woldenberg Village, Inc.

Table 1-2: Subsidiaries and Affiliates of Tulane

- Howard Memorial Library Association
- Olive and Blue Insurance Company, Ltd.
- Riversphere One, L.L.C.
- Riversphere Two, L.L.C.
- Square 245, L.L.C.
- Tulane Cary Land, LLC
- Tulane Cary Royalty Interests, LLC
- Tulane Cary Working Interests, LLC
- Tulane International, LLC
- Tulane Law Review Association
- Tulane Living Well, LLC
- Tulane Murphy Foundation, Inc.
- Tulane Pharmacy LLC
- Tulane Quality Care Network, LLC
- University Healthcare System, L.C.
- Warwick Apartments, Inc.

Table 1-3: Subsidiaries and Affiliates of Columbia/HCA of New Orleans, Inc., Medical Center of Baton Rouge, Inc., and Columbia Healthcare System of Louisiana, Inc.

- Center for Digestive Diseases, LLC
- Lakeside Women's Services, LLC
- Lakeview Cardiology Specialists, LLC
- Lakeview Regional Physician Group, LLC
- Metairie Primary Care Associates, LLC
- Tchefuncte Cardiology Associates – Lakeview, LLC
- TUHC Anesthesiology Group, LLC
- TUHC Hospitalist Group, LLC
- TUHC Physician Group, LLC
- TUHC Primary Care and Pediatrics Group, LLC
- TUHC Radiology Group, LLC
- Tulane Clinic, LLC
- Tulane Professionals Management, LLC
- Uptown Primary Care Associates, LLC
- University Healthcare System, L.C.

2. **Contact Person for each Party:** Provide the full legal name, title, address, telephone and facsimile number for the persons authorized to receive notices and communications with respect to the application.

Response to Specification 2:

Jody B. Martin
Senior Vice President, Chief Legal Officer
LCMC Health
Energy Centre
1100 Poydras St., Suite 2500
New Orleans, LA 70163
Phone number: 504-894-6734
Facsimile number: 504-896-9290

Victoria D. Johnson
General Counsel
Tulane University
6823 St. Charles Ave.
300 Gibson Hall
New Orleans, LA 70118
Phone number: 504-865-5783
Facsimile number: 504-865-5784

Joseph A. Sowell, III
Senior VP and Chief Development Officer
HCA Healthcare, Inc.
One Park Plaza, Bldg. 2
Nashville, TN 37203
Phone number: 615-344-9551
Facsimile number: 615-344-2824

Michael R. McAlevey
Chief Legal Officer
HCA Healthcare, Inc.
One Park Plaza, Bldg. 2
Nashville, TN 37203
Phone number: 615-344-9551
Facsimile number: 615-344-1531

3. **Directors and Officers:** Identify by full legal name and title each and every director and officer of each entity.

Response to Specification 3:

The following individuals serve as directors and officers of LCMC Health:

LCMC Health – Directors

Name	Title
Ruth Kullman	Chair
Ted LeClercq	Vice Chair
Stephen Hales	Secretary/Treasurer
Ralph O. Brennan	Director
Elwood Cahill	Director
Katie Crosby	Director
Frank DiVincenti, M.D.	Director
Julie George	Director
A. Whitfield Huguley IV	Director
Alden J. McDonald, Jr.	Director
Dottie Reese	Director
Monica R. Sylvain, Ph.D.	Director
Cindy Weinmann	Director
Sharonda Williams	Director
Leon J. (“Trey”) Reymond, III	Director (Past Chair)
Boysie Bollinger	Director (Ex-Officio)
Harry L. (“Chip”) Cahill	Director (Ex-Officio)
Gregory C. Feirn	Director (Ex-Officio)
Julie George	Director (Ex-Officio)
Paul Gladden, M.D.	Director (Ex-Officio)
John Heaton, M.D.	Director (Ex-Officio)
Jill Israel	Director (Ex-Officio)
Robert Matheney, M.D.	Director (Ex-Officio)
Christopher Roth, M.D.	Director (Ex-Officio)
William von Almen, M.D.	Director (Ex-Officio)

LCMC Health – Officers

Name	Title
Gregory C. Feirn	Chief Executive Officer
John F. Heaton, M.D.	President & Chief Medical Officer
JoAnn L. Kunkel	Chief Financial Officer
Jody B. Martin	Chief Legal Officer
Gregory Nielsen	Chief Operating Officer

The following individuals serve as directors and officers of Tulane University:

Tulane University – Directors

Name	Title
Carol L. Bernick	Chair
David M. Mussafer	Chair-Elect
Elizabeth Connolly Alexander	Director
Jeff R. Balser	Director
Brad Beers	Director
Regina M. Benjamin	Director
Gayle M. Benson	Director
Kim M. Boyle	Director
Michael A. Corasaniti	Director
Glenn M. Darden	Director
Michelle S. Diener	Director
Arnold W. Donald	Director
David F. Edwards	Director
Stephanie S. Feoli	Director
Michael A. Fitts	Director
Timothy B. Francis	Director
Suzanne Barton Grant	Director
Robert I. Grossman	Director
Lisa P. Jackson	Director
Jennifer Kottler	Director
Wayne J. Lee	Director
Richard M. Lerner	Director
Barry Alan Malkin	Director
William A. Marko	Director
E. Pierce Marshall Jr.	Director
Michael F. McKeever	Director
Martha W. Murphy	Director
Steven M. Paul	Director
Donald J. “Don” Peters	Director
Michael D. Rubenstein	Director
Irwin D. Simon	Director
Albert H. Small Jr.	Director
Ann G. Tenenbaum	Director
Mark W. Tipton	Director

Tulane University – Officers

Name	Title
Michael Fitts	President
Robin Forman	Senior Vice President for Academic Affairs and Provost
Lee Hamm, M.D.	Senior Vice President and Dean, School of Medicine
Victoria D. Johnson	General Counsel
Patrick J. Norton	Senior Vice President, Chief Operating Officer, and Treasurer
Virginia Wise	Senior Vice President for Advancement

The following individuals serve as directors and officers of University Healthcare System, L.C. (“UHS”):²

UHS – Directors

Name	Title
Patrick Norton	Chairman
Erol Akdamar	Director
Mary Brown	Director
Dan Castillo	Director
John Donahue	Director
Dr. Aaron Dumont	Director
Dr. Robin Forman	Director
Jon Foster	Director
Dr. Jacques Guillot	Director
Dr. Lee Hamm	Director
Ashley Johnson	Director
Ronnie Midgett	Director
Zachary Mueller	Director
Dr. Joseph Parra	Director
Tom Patrias	Director
Dr. Gabriella Pridjian	Director
Dr. Sandra Robinson	Director
Dr. Raju Thomas	Director
Dr. Jeffrey G. Wiese	Director
Jamie Youssef	Director

² UHS is a joint venture between Tulane and affiliates of HCA Healthcare, Inc. Columbia/HCA of New Orleans, Inc. is the majority owner of UHS. UHS is a multi-hospital system that serves as the primary health system partner of Tulane and operates Tulane University Medical Center, Tulane Lakeside Hospital, and Lakeview Regional Medical Center (collectively, the “UHS Hospitals”). See the response to Specification 5(a) for more detail.

UHS – Officers

Name	Title
Chad Cathey	Chief Operating Officer, Lakeview Regional Medical Center
Sean Flinn	Chief Operating Officer, Tulane University Medical Center
Deon Guidroz	Interim Chief Nursing Officer, Tulane University Medical Center
Dr. Jacques Guillot	Chief Medical Officer, Lakeview Regional Medical Center
Dr. Brandon Mauldin	Chief Medical Officer, Tulane University Medical Center
Ashley McGaha	Chief Financial Officer, Tulane University Medical Center
James Miller	Chief Financial Officer, Lakeview Regional Medical Center
Randy Moresi	Interim Chief Executive Officer, Lakeview Regional Medical Center
Jennifer Schmidt	Chief Nursing Officer, Lakeview Regional Medical Center
Amy Smallwood	Interim Chief Nursing Officer, Tulane University Medical Center
Tom Patrias	Interim Chief Executive Officer, Tulane University Medical Center

The following individuals serve as directors and officers of Columbia/HCA of New Orleans, Inc.:

Columbia/HCA of New Orleans, Inc. – Directors

Name	Title
John M. Franck II	Director
Samuel N. Hazen	Director
Christopher F. Wyatt	Director

Columbia/HCA of New Orleans, Inc. – Officers

Name	Title
Samuel N. Hazen	President
Erol R. Akdamar	Senior Vice President
Jon M. Foster	Senior Vice President
John M. Hackett	Senior Vice President and Treasurer
Michael R. McAlevey	Senior Vice President
A. Bruce Moore, Jr.	Senior Vice President
Joseph A. Sowell, III	Senior Vice President

Christopher F. Wyatt	Senior Vice President
Kevin A. Ball	Vice President and Assistant Secretary
Mike T. Bray	Vice President
Monica Cintado	Vice President
Natalie H. Cline	Vice President and Secretary
Jaime DeRensis	Vice President and Assistant Secretary
Eric Descher	Vice President
John M. Franck II	Vice President and Assistant Secretary
Ronald Lee Grubbs, Jr.	Vice President
Ashley Johnson	Vice President
Seth A. Killingbeck	Vice President and Assistant Secretary
Robert Lynch	Vice President
Jeff McInturff	Vice President
Ronnie Midgett	Vice President
T. Scott Noonan	Vice President
Nicholas L. Paul	Vice President
Doug L. Downey	Assistant Secretary
Deborah H. Mullin	Assistant Secretary
Shirley Scharf-Cheatham	Assistant Secretary
John I. Starling	Assistant Secretary

The following individuals serve as directors and officers of Medical Center of Baton Rouge, Inc.:

Medical Center of Baton Rouge, Inc. – Directors

Name	Title
John M. Franck II	Director
Samuel N. Hazen	Director
Christopher F. Wyatt	Director

Medical Center of Baton Rouge, Inc. – Officers

Name	Title
Samuel N. Hazen	President
Jon M. Foster	Senior Vice President
John M. Hackett	Senior Vice President and Treasurer
Michael R. McAlevey	Senior Vice President
A. Bruce Moore, Jr.	Senior Vice President
Joseph A. Sowell, III	Senior Vice President
Christopher F. Wyatt	Senior Vice President
Keith Zimmerman	Senior Vice President
Kevin A. Ball	Vice President and Assistant Secretary
Mike T. Bray	Vice President
Monica Cintado	Vice President

Natalie H. Cline	Vice President and Secretary
Jaime DeRensis	Vice President and Assistant Secretary
Eric Descher	Vice President
John M. Franck II	Vice President and Assistant Secretary
Ronald Lee Grubbs, Jr.	Vice President
Ashley Johnson	Vice President
Seth A. Killingbeck	Vice President and Assistant Secretary
Jeff McInturff	Vice President
Clifton Mills	Vice President
T. Scott Noonan	Vice President
Nicholas L. Paul	Vice President
Doug L. Downey	Assistant Secretary
Deborah H. Mullin	Assistant Secretary
Shirley Scharf-Cheatham	Assistant Secretary
John I. Starling	Assistant Secretary

The following individuals serve as directors and officers of Columbia Healthcare System of Louisiana, Inc.:

Columbia Healthcare System of Louisiana, Inc. – Directors

Name	Title
John M. Franck II	Director
William B. Rutherford	Director
Christopher F. Wyatt	Director

Columbia Healthcare System of Louisiana, Inc. – Officers

Name	Title
Michael S. Cuffe, M.D.	President
Jon M. Foster	Senior Vice President
John M. Hackett	Senior Vice President and Treasurer
Samuel N. Hazen	Senior Vice President
Michael R. McAlevey	Senior Vice President
A. Bruce Moore, Jr.	Senior Vice President
William B. Rutherford	Senior Vice President
Joseph A. Sowell, III	Senior Vice President
Christopher F. Wyatt	Senior Vice President
Keith Zimmerman	Senior Vice President
Kevin A. Ball	Vice President and Assistant Secretary
Mike T. Bray	Vice President
Jim Brown	Vice President
Monica Cintado	Vice President
Natalie H. Cline	Vice President and Secretary
Jaime DeRensis	Vice President and Assistant Secretary

Eric Descher	Vice President
Brian Dietrich	Vice President
John M. Franck II	Vice President and Assistant Secretary
Ronald Lee Grubbs, Jr.	Vice President
Ashley Johnson	Vice President
Louis Joseph	Vice President
Seth A. Killingbeck	Vice President and Assistant Secretary
John Lavery	Vice President
Jeff McInturff	Vice President
Clifton Mills	Vice President
T. Scott Noonan	Vice President
Nicholas L. Paul	Vice President
Jerry Rooker	Vice President
Ed Stevinson	Vice President
Kenneth Washington	Vice President
Albert Williams	Vice President
Doug L. Downey	Assistant Secretary
Deborah H. Mullin	Assistant Secretary
Shirley Scharf-Cheatham	Assistant Secretary
John I. Starling	Assistant Secretary

The following individuals serve as directors and officers of HCA Inc.:

HCA Inc. – Directors

Name	Title
Meg G. Crofton	Director
Robert J. Dennis	Director
Nancy-Ann DeParle	Director
Thomas F. Frist III	Director
William R. Frist	Director
Samuel N. Hazen	Director
Charles O. Holliday, Jr.	Director
Hugh F. Johnston	Director
Michael W. Michelson	Director
Wayne J. Riley, M.D.	Director
Andrea B. Smith	Director

HCA Inc. – Officers

Name³	Title
Samuel N. Hazen*	Chief Executive Officer

³ *Designates an Executive Officer

Jennifer Berres*	Senior Vice President and Chief Human Resources Officer
Phillip G. Billington*	Senior Vice President – Internal Audit Services
Jeff E. Cohen*	Senior Vice President – Government Relations
Dr. Michael S. Cuffe*	Executive Vice President and Chief Clinical Officer
Jon M. Foster*	President – American Group
Charles J. Hall*	President – National Group
Michael R. McAlevey*	Senior Vice President and Chief Legal Officer
A. Bruce Moore, Jr.*	President – Service Line and Operations Integration
Sammie S. Mosier*	Senior Vice President and Chief Nurse Executive
P. Martin Paslick*	Senior Vice President and Chief Information Officer
Deborah M. Reiner*	Senior Vice President – Marketing and Communications
William B. Rutherford*	Executive Vice President and Chief Financial Officer
Joseph A. Sowell, III*	Senior Vice President and Chief Development Officer
Kathryn Torres*	Senior Vice President – Payer Contracting and Alignment
Kathleen M. Whalen*	Senior Vice President and Chief Ethics and Compliance Officer
Christopher F. Wyatt*	Senior Vice President and Controller
Shannon Dauchot	President and Chief Executive Officer – Parallon Business Performance Group
Edward Jones	President and Chief Executive Officer – Healthtrust Purchasing Group
Eric H. Paul	President – Behavioral Health Services
Gregg A. Stanley	President – Post-Acute Services
Amy Casseri	Senior Vice President – Provider Relations and Women’s Services
John M. Hackett	Senior Vice President – Finance and Treasurer
Dr. Steven V. Manoukian	Senior Vice President – Strategic Services Lines
Dr. Michael Schlosser	Senior Vice President – Care Transformation and Clinical Innovation
Ashley Johnson	Chief Financial Officer – American Group
Ricardo Pavon	Chief Financial Officer – National Group

Jerry Rooker	Chief Financial Officer – Physician Services Group
Jarrold Watson	Chief Financial Officer – Outpatient Services Group
Frederick L. Adams	Vice President – Information Management & Analytics
Becky Adix	Vice President – Group Human Resources
Thomas M. Beck	Vice President – Human Resources
Michael T. Berry	Vice President – Internal Audit
William Blaufuss	Vice President – Innovation and Strategic Planning
Monica Cintado	Vice President – Development
Brent Clark	Vice President – Capital Asset Management
Paul M. Connelly	Vice President – Information Security
Michelle Cotton	Vice President and Chief Financial Officer – Clinical Operations Group
Brendan A. Courtney	Vice President and Chief Executive Officer – Workforce Management Solutions
Laura DeMotte	Vice President – Human Resources
Lisa W. Doyle	Vice President – Human Resources
Matthew Edman	Vice President – Internal Audit
Mark E. Edwards	Vice President and Chief Labor/Employment Counsel
Dr. Randy Fagin	Vice President – Clinical Operations Group and Chief Medical Officer – National Group
Shahzad M. Fakhar	Vice President – IT&S Field Operations
John M. Franck II	Vice President – Legal and Corporate Secretary
Kelly Furbee	Vice President – Human Resources
Jan M. Gannon	Vice President and Group Chief Nurse Executive
Gail Garrett	Vice President – Regulatory Compliance Support
James T. Glasscock	Vice President – Investments
Connie S. Glover	Vice President – Internal Audit
R. Lee Grubbs	Vice President – Tax and Chief Tax Officer
Kimberly F. Hatley	Vice President – Internal Audit
Rachel A. Hawksworth	Vice President – Human Resources
Sherri Henry	Vice President – Employee Benefits
Benjamin L. Hickok	Vice President – Internal Audit
MaryAnn Hodge	Vice President – Communications

Edmund S. Jackson	Vice President and Chief Data Scientist – Clinical Operations Group
J. Clint Jennings	Vice President and Chief Financial Officer – IT&S
Dr. Jim N. Jirjis	Vice President and Chief Health Information Officer
Jeff McInturff	Vice President and Chief Accounting Officer
Dr. Pranav C. Mehta	Vice President – Clinical Operations Group and Chief Medical Officer – American Group
Frank Morgan	Vice President – Investor Relations
Sherri L. Neal	Chief Diversity Officer
T. Scott Noonan	Vice President – Operations Counsel
Nicholas L. Paul	Vice President – Real Estate
Erica Rossitto	Vice President and Assistant Chief Nurse Executive – Clinical Operations Group
Michelle Rozen	Vice President – Group Human Resources
Brett Rungwerth	Vice President – Performance Improvement
Clint Russell	Vice President – Capital Deployment, Construction and Equipment
Dr. Kenneth E. F. Sands	Vice President, Chief Epidemiologist and Chief Patient Safety Officer – Clinical Operations Group
Kathryn Hays Sasser	Vice President – Litigation
Ritu Saxena	Vice President – Compensation
Kathy F. Smeykal	Vice President – Performance Improvement
Dee Anna Smith	Vice President and President – Sarah Cannon Cancer Services
Eric Smith	Vice President – Reimbursement
Brad Spicer	Vice President – Risk and Insurance
Donald Street, Jr.	Vice President – Financial Reporting
Elise R. Taylor	Vice President – Human Resources
Chadd M. Tierney	Vice President – Legal Development
Nicole Tremblett	Vice President – IT&S Shared Services & Planning
Wendy Warren	Vice President – Legal, Payer Contracting and Alignment and Parallon
Kenneth L. Washington	President – Practice Operations – Physicians Services Group
Chad Wasserman	Vice President – IT&S Infrastructure Services & Operations
Curtis Watkins	Vice President – Parallon

Brian R. Weldy	Vice President – Facility Management
Chris Wobensmith	Vice President – IT&S
Nathine H. Cline	Assistant Secretary

4. **Corporate Documents:** Attach as Appendix A, all corporate documents relating to each entity filing this Request. Include corporate documents of all parents, subsidiaries, or affiliates. For the purpose of this Request, “corporate documents” means the charter or articles of incorporation, bylaws, and any and all amendments to each corporate document.

Response to Specification 4:

Information responsive to this request is attached as **Appendix A**.

5. **Description of Proposed Agreement:** Attach as Appendix B a detailed description of the proposed agreement, including:
- (a) A list of any services or products that are the subject of the proposed agreement or transaction;
 - (b) A description of any consideration passing to any person under the agreement or transaction, including the amount, nature, source, and recipient;
 - (c) A description of each party's contribution of capital, equipment, labor, services, or other value to the transaction, if any;
 - (d) Identification of any other services or products that are reasonably likely to be affected by the proposed agreement or transaction;
 - (e) A description of the geographic territory involved in the proposed agreement or transaction;
 - (f) If the geographic territory described in item (e) is different from the territory in which the applicants have engaged in the type of business at issue over the last five years, a description of how and why the geographic territory differs;
 - (g) Identification of all products or services that a substantial share of consumers would consider substitutes for any service or product that is the subject of the proposed agreement or transaction;
 - (h) Identification of whether any services or products of the proposed agreement or transaction are currently being offered, capable of being offered, utilized, or capable of being utilized by other providers or purchasers in the geographic territory described in item (e);
 - (i) Identification of the steps necessary, under current market and regulatory conditions, for other parties to enter the territory described in item (e) and compete with the applicants;
 - (j) A detailed explanation of the projected effects, including expected volume, change in price, and increased revenue, of the agreement or transaction on each party's current businesses, both generally as well as the aspects of the business directly involved in the proposed agreement or transaction;
 - (k) Each entity's estimate of their respective present market shares and that of others affected by the proposed agreement or transaction, and projected market shares after implementation of the proposed agreement or transaction;
 - (l) Identification of business plans, reports, studies, or other documents that discuss each entity's projected performance in the market, business strategies, competitive analyses and financial projections, including any documents prepared

in anticipation of the cooperative agreement, merger or consolidation, as well as those prepared prior to contemplation of the transaction;

- (m) A description of each entity's performance goals, including quantitative standards for achieving the objectives of:
 - (1) lower health care costs; or
 - (2) higher quality health care or greater access to health care in Louisiana without any undue increase in health care costs.
- (n) A description of how the anticipated efficiencies, cost savings and other benefits from the transaction will be passed on to the consumers of health care services;
- (o) A description of the net efficiencies likely to result from the transaction, including an analysis of anticipated cost savings resulting from the transaction and the increased costs associated with the transaction;
- (p) A statement of whether competition among health care providers or health care facilities will be reduced as a result of the proposed agreement or transaction; whether there will be adverse impact on quality, availability, or cost of health care; whether the projected levels of cost, access to health care, or quality of health care could be achieved in the existing market without the proposed agreement or transaction; and, for each of the above, an explanation of why or why not;
- (q) A description of why the anticipated cost savings, efficiencies and other benefits from the transaction are not likely to result from existing competitive forces in the market; and
- (r) If information is not supplied under any of the above items, an explanation of why the item is not applicable to the transaction or to the parties.

Response to Specification 5:

[This Item contains proprietary, competitively sensitive information redacted from the public version.]

Information responsive to this request is attached as **Appendix B**.

6. **Description of Negotiations of the Agreement:** Attach as Appendix C a detailed description of all discussions and negotiations between each entity resulting in the proposed Agreement. To the extent practicable, this response should include, but not be limited to, a summary outline in date sequence of any and all meetings held with the following parties with respect to the proposed transaction:
- (a) With each entity's financial advisors or investment bankers related to the proposed Agreement (including, but not limited to, management, committees of the board of directors or meetings of the full board);
 - (b) With prospective networkers, merging partners of each entity, together with a brief summary of the results of such meetings; and
 - (c) With other parties deemed significant to the transaction (including, but not limited to, outside experts or other consultants).

Response to Specification 6:

[This Item contains proprietary, competitively sensitive information redacted from the public version.]

Information responsive to this request is attached as **Appendix C**.

7. **Closing Date:** What is the expected date of closing of the proposed Agreement? Attach as Appendix D a copy of any proposed Agreement.

Response to Specification 7:

[This Item contains proprietary, competitively sensitive information redacted from the public version.]

The Transaction is expected to close on or about January 1, 2023, dependent upon the issuance of a certificate of public advantage by the Department of Justice.

A copy of the Academic Affiliation Agreement, Membership Interest Transfer Agreement, and Unit Purchase Agreement is attached as **Appendix D**.

8. **Governmental Filings:** Attach as Appendix E all filings with respect to the proposed Agreement, including all amendments, appendices, and attachments, and each report or document provided to each federal, state, or local governmental entity regarding the proposed Agreement. Include copies of forms to be provided to each such entity, the answer to information or questions on such forms, and each attachment submitted in connection therewith.

Response to Specification 8:

Attached as **Appendix E** are the filings that have been identified to date as responsive to Specification 8. The Parties have not submitted any governmental filings as of the date of submission of this Application. Any necessary filings will be submitted to the appropriate federal, state, or local governmental entity by the Parties once finalized. Accordingly, the filings identified in Appendix E are subject to change.

9. **Meetings with Governmental Officials:** Attach as Appendix F summaries of all meetings with federal, state, or local authorities regarding any filings or documents referenced in Request #8. Also, include each and every document which memorializes or discusses any and all meetings or other communications with the United States Department of Justice, Federal Trade Commission, or any other state, federal or local governmental entity in connection with the proposed transaction.

Response to Specification 9:

[This Item contains proprietary, competitively sensitive information redacted from the public version.]

Information responsive to this request is attached as **Appendix F**.

10. Prior Agreements: Identify all prior Agreements between the parties within the last three (3) years, including the following information for each:

- (a) Date of Agreement;
- (b) City/State;
- (c) Brief Description.

Response to Specification 10:

Information responsive to this request is attached as **Table 10**.

Table 10: Prior Agreements

Date	City/State	Brief Description
3/31/1995	New Orleans, LA	Academic Affiliation Agreement, as amended, between Columbia/HCA of New Orleans, Inc., HCA Inc., and UHS.
7/16/2007	New Orleans, LA	Affiliation Agreement between LCMC Health and Tulane University School of Social Work (7/16/2007 to 7/15/2027) through which students enrolled at Tulane University will be provided clinical experience in patient care and related instruction at Children's Hospital.
6/1/2008	New Orleans, LA	Professional and Administrative Services Agreement between LCMC Health and Tulane for transplant services provided by Tulane.
9/1/2010	Metairie, LA	Dietetic Internship Affiliation Agreement between LCMC Health (EJGH) and Tulane School of Public Health.
7/1/2012	New Orleans, LA	Letter of Agreement between LCMC Health and Tulane University, Department of Anesthesiology (7/1/2012 to 6/30/2032) through which Tulane School of Medicine Anesthesiology residents will rotate at Children's Hospital.
6/24/2013	New Orleans, LA	Tulane University School of Medicine Hospitalist Agreement between LCMC Health and Tulane University School of Medicine for hospitalist physician services, including resident supervision, administrative, and clinical services.
6/24/2013	New Orleans, LA	Professional Services Agreement between LCMC Health and Tulane for on-call pediatric intensivist services provided by Tulane.
7/1/2014	New Orleans, LA	Master Affiliation Agreement for Graduate Education Program Residents from Tulane University between Children's Hospital and The Administrators of the Tulane Education Fund.
4/1/2015	New Orleans, LA	Neurology Medical Director Agreement between LCMC Health (NOEH) and Tulane University School of Medicine.
4/1/2015	New Orleans, LA	Neurology Services Agreement between LCMC Health (NOEH) and Tulane University School of Medicine.
3/1/2016	New Orleans, LA	Affiliation Agreement between LCMC Health (University Medical Center New Orleans) and Tulane University School of Public Health.
4/20/2016	New Orleans, LA	AAMC Uniform Clinical Training Affiliation Agreement between LCMC Health and Tulane University School of Medicine for Tulane medical students to participate in clinical training at Children's Hospital.

Date	City/State	Brief Description
5/12/2016	New Orleans, LA	AAMC Uniform Clinical Training Affiliation Agreement between LCMC Health and Tulane University School of Medicine for Tulane medical students to participate in clinical training at University Medical Center New Orleans.
7/18/2016	Metairie, LA	AAMC Uniform Clinical Training Affiliation Agreement between LCMC Health and Tulane University School of Medicine for Tulane medical students to participate in clinical training at EJGH.
8/11/2016	New Orleans, LA	Pulmonary Hypertension Clinic Agreement for Tulane University School of Medicine physicians to staff University Medical Center New Orleans' pulmonary hypertension clinic.
12/5/2016	New Orleans, LA	Guidelines for the 4th Year School of Psychology Practicum Placement: Department of Psychology to clarify expectations, responsibilities, and obligations of the off-site faculty supervisor, on-site supervisor, and the extern for education at Children's Hospital Department of Psychology.
1/1/2017	New Orleans, LA	Professional, Medical Director, and On Call Services Agreement between LCMC Health and The Administrators of the Tulane Educational Fund on behalf of the Tulane University School of Medicine for pediatric anesthesiologists services.
1/1/2017	New Orleans, LA	Dietetic Internship Affiliation Agreement between West Jefferson Holdings LLC and Tulane University School of Public Health.
3/1/2017	New Orleans, LA	Trauma Services Agreement between LCMC Health and Tulane University School of Medicine under which Tulane provides trauma surgery services to University Medical Center New Orleans.
5/3/2017	New Orleans, LA	Employee Services Agreement between Columbia/HCA of New Orleans, Inc. and UHS.
6/1/2017	New Orleans, LA	Lease between University Medical Center Management Center and Tulane University for space located on the University Medical Center campus at 2000 Canal St, New Orleans.
7/1/2017	New Orleans, LA	Professional Services Agreement between LCMC Health and Tulane for psychiatry services provided by Tulane (behavioral health).
7/1/2017	New Orleans, LA	Medical Director Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane University Medical Group for medical director services provided by Tulane (multi-specialty)

Date	City/State	Brief Description
8/1/2017	New Orleans, LA	Professional Services and Medical Director Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane for Palliative Care Services provided by Tulane.
10/1/2017	New Orleans, LA	Professional Services Agreement between LCMC Health (Children's Hospital) and Tulane for dermatology services provided by Tulane.
1/1/2018	New Orleans, LA	Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane for blood bank/transfusion call services provided by Tulane (Nielsen).
4/5/2018	Marrero, LA	AAMC Uniform Clinical Training Affiliation Agreement between LCMC Health and Tulane University School of Medicine for Tulane medical students to participate in clinical training at WJMC.
6/1/2018	New Orleans, LA	Affiliation Agreement for Graduate Education Programs for Academic Year 18-19 (Children's Hospital).
6/1/2018	Metairie, LA	Affiliation Agreement for Graduate Education Programs for Academic Year 18-19 (EJGH).
6/1/2018	New Orleans, LA	Affiliation Agreement for Graduate Education Programs for Academic Year 18-19 (Touro).
6/1/2018	New Orleans, LA	Affiliation Agreement for Graduate Education Programs for Academic Year 18-19 (University Medical Center New Orleans).
6/1/2018	Marrero, LA	Affiliation Agreement for Graduate Education Programs for Academic Year 18-19 (WJMC).
6/24/2018	New Orleans, LA	Academic Affiliation Agreement between LCMC Health and Tulane for Tulane University School of Social Work students to train at University Medical Center New Orleans.
7/1/2018	New Orleans, LA	Department of Anesthesiology Residency Affiliation Agreement between LCMC Health and Tulane University School of Medicine.
7/1/2018	New Orleans, LA	Department of Dermatology Letter of Agreement Supplement to a Master Affiliation Agreement between LCMC Health and Tulane University School of Medicine.
7/1/2018	New Orleans, LA	Department of Pathology and Laboratory Medicine Letter of Agreement between LCMC Health and Tulane University School of Medicine.
7/1/2018	New Orleans, LA	Graduate Medical Education Affiliation Agreement and Supplemental Agreement for Department of Surgery between LCMC Health and Tulane University School of Medicine

Date	City/State	Brief Description
7/1/2018	New Orleans, LA	Hospitalist Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane University Medical Group under which Tulane provides such services to University Medical Center New Orleans.
7/1/2018	New Orleans, LA	Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane for primary care physician services (Gugel, Tate, Smith).
7/1/2018	New Orleans, LA	Professional Services Agreement between LCMC Health and Tulane for psychiatry services provided by Tulane.
7/1/2018	New Orleans, LA	Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane for psychologist services provided by Tulane.
7/1/2018	New Orleans, LA	Resident Supervision Agreement between LCMC Health (University Medical Center New Orleans) and Tulane University Medical Group under which Tulane provides resident supervision to University Medical Center New Orleans.
7/1/2018	New Orleans, LA	Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane for bariatrics surgery services provided by Tulane to University Medical Center New Orleans (Killackey, Ducoin, and Hamner).
7/25/2018	New Orleans, LA	Classroom Use Agreement between LCMC Health (University Medical Center New Orleans) and Tulane for use of classroom space to offer free nutrition and healthy living classes through the Krewe de Lose program.
8/1/2018	New Orleans, LA	Professional Services and Medical Director Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane for palliative care services.
9/1/2018	New Orleans, LA	Academic Affiliation Agreement for Pediatric Academic Program between LCMC Health (Children's Hospital) and The Administrators of the Tulane Educational Fund on behalf of the Tulane University School of Medicine.
9/1/2018		Academic Affiliation Agreement between LCMC Health and Tulane University School of Medicine transferring the Tulane Pediatric Academic Program, including its medical education and training components, from Tulane University Hospital and Clinic to Children's Hospital.
9/1/2018	New Orleans, LA	Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane for endocrinology services (Sihota).
9/1/2018	New Orleans, LA	Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane

Date	City/State	Brief Description
		University Medical Group for primary care physicians' services provided by Tulane (Callie Linden, MD).
11/01/2018	New Orleans, LA	Professional Services Agreement between LCMC Health and The Administrators of the Tulane Educational Fund on behalf of the Tulane University School of Medicine to engage Tulane University to make available to Children's Hospital the services of those Tulane providers.
11/1/2018	New Orleans, LA (primary location)	Professional Services Agreement between LCMC Health and Tulane for Tulane to provide pediatrics professional services including adolescent med, allergy, ambulatory, cardiology, community and global health, critical care, obesity/diabetes, gastroenterology, HEM/ONC, hospitalists, infectious disease, neonatology, nephrology, neurology, pulmonary, human genetics.
12/1/2018	New Orleans, LA	Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane University School of Medicine for orthopedic physician services provided by Tulane (Billings).
1/1/2019	New Orleans, LA	Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane for hematology/oncology services provided by Tulane (Atkinson).
1/1/2019	New Orleans, LA	Supplement to Master Affiliation Agreement between LCMC Health (WJMC) and Tulane University Orthopaedic Surgery Program.
2/1/2019	New Orleans, LA	Research Action for Health Network Data Sharing and Use Agreement between University Medical Center Management Corporation d/b/a University Medical Center New Orleans and The Louisiana Public Health Institute and Tulane for LEAD Study: Louisiana Experiment Assessing Diabetes Outcomes: Impact of a CMS reimbursement policy supporting care coordination in Louisiana.
2/15/2019	New Orleans, LA	Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane for bariatrics surgery services provided by Tulane to University Medical Center New Orleans.
2/28/2019	Metairie, LA	Clinical Services Agreement between LCMC Health (EJGH) and Tulane to provide outpatient dietitian services to former NFL patients.
3/1/2019	New Orleans, LA	Letter of Agreement between LCMC Health and Tulane University School of Medicine for Department of Pediatrics Section of Infectious Diseases.

Date	City/State	Brief Description
3/1/2019	New Orleans, LA	Letter of Agreement between LCMC Health and Tulane University School of Medicine for Department of Psychiatry Behavioral Sciences.
3/1/2019	New Orleans, LA	Amendment to Professional Services Agreement between Children's Hospital and Tulane to add ortho service line.
3/1/2019	New Orleans, LA	Professional Services Agreement between Children's Hospital and Tulane for on call pediatric pulmonary services (Kolls).
3/1/2019	New Orleans, LA	Interim Research Agreement between Children's Hospital and Tulane under which Tulane physicians and other personnel in the Tulane Pediatric Academic Program may conduct research at Children's Hospital.
3/1/2019	Metairie, LA	Professional Services Agreement between Children's Hospital and Tulane for resident supervision in the Triple Board Clinic.
3/1/2019	New Orleans, LA	Amendment to Extend Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane under which Tulane provides trauma surgery services to University Medical Center New Orleans (Duchesne).
4/1/2019	New Orleans, LA	Professional Services Agreement between LCMC Health and Tulane University Medical Group to provide anesthesia coverage at Tulane University Hospital and Clinic and Lakeside Campuses.
5/1/2019	New Orleans, LA	Professional Services Agreement between LCMC Health and Tulane for psychiatry and psychology services to be provided by Tulane (Gap Coverage and ER services).
6/1/2019	New Orleans, LA	Affiliation Agreement for Graduate Education Programs for Academic Year 19-20 (Children's Hospital).
6/1/2019	Metairie, LA	Affiliation Agreement for Graduate Education Programs for Academic Year 19-20 (EJGH).
6/1/2019	New Orleans, LA	Affiliation Agreement for Graduate Education Programs for Academic Year 19-20 (Touro).
6/1/2019	New Orleans, LA	Affiliation Agreement for Graduate Education Programs for Academic Year 19-20 (University Medical Center New Orleans).
6/1/2019	Marrero, LA	Affiliation Agreement for Graduate Education Programs for Academic Year 19-20 (WJMC).
6/11/2019	New Orleans, LA	Lab Services Agreement between Children's Hospital and Tulane for Tulane's Hayward Genetics Center to provide molecular genetics testing services.

Date	City/State	Brief Description
7/1/2019	New Orleans, LA	Letter of Agreement between LCMC Health and Tulane University School of Medicine for Department of Neurology.
7/1/2019	New Orleans, LA	Letter of Agreement between LCMC Health and Tulane University School of Medicine for Department of Orthopaedic Surgery.
7/1/2019	New Orleans, LA	Letter of Agreement between LCMC Health and Tulane University School of Medicine for Department of Pediatrics.
7/1/2019	New Orleans, LA	Letter of Agreement between LCMC Health and Tulane University School of Medicine for Ochsner Clinic Plastic Surgery Residency Program.
7/1/2019	New Orleans, LA	Letter of Agreement between LCMC Health and Tulane University School of Medicine for Radiology Program.
7/1/2019	New Orleans, LA	Letter of Agreement between LCMC Health and Tulane University School of Medicine for Surgery Program.
7/1/2019	New Orleans, LA	Letter of Agreement between LCMC Health and Tulane University School of Medicine for Urology Program.
7/1/2019	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine for the Internal Medicine residency program.
7/1/2019	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine for the Urology Residency program.
7/1/2019	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine outlining details of the Plastic and Reconstructive Surgery program.
7/1/2019	New Orleans, LA	Letter of Agreement between LCMC Health and Tulane University School of Medicine for Department of Urology.
7/1/2019	Metairie, LA	Imaging Services Agreement between LCMC Health (EJGH) and Tulane to provide X-ray services Tulane Institute for Sports Medicine (TISM) patients.
7/1/2019	New Orleans, LA	Amendment to Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane for Primary Care Physician Services (Gugel, Tate, Smith).
7/1/2019	New Orleans, LA	Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane for psychiatry services provided by Tulane (O'Neill).
7/1/2019	New Orleans, LA	Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane for psychologist services provided by Tulane (Gallagher).

Date	City/State	Brief Description
7/1/2019	New Orleans, LA	Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane University Medical Group under which Tulane provides resident supervision to University Medical Center New Orleans.
7/1/2019	New Orleans, LA	Amendment to Medical Director Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane University Medical Group under which Tulane provides medical director services for multiple positions.
7/3/2019	New Orleans, LA	Amendment to Diagnostic and Autopsy Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane University Medical Group under which Tulane provides such services to University Medical Center New Orleans.
7/12/2019	New Orleans, LA	Professional Services Agreement between LCMC Health and Tulane Lakeside for On-Call General Surgery services.
8/1/2019	New Orleans, LA	Defining the Role of Management Factors in Outcome Disparity in Pediatric T1D - National Institutes of Health.
8/15/2019	New Orleans, LA	Professional Services Agreement between LCMC Health (Children's Hospital) and Tulane for neurotology services (Jackson).
9/1/2019	New Orleans, LA	Data Transfer and Use Agreement between LCMC Health (University Medical Center Management Corporation d/b/a University Medical Center New Orleans) and Tulane to disclose data for non-funded non-commercial research quality improvement and assessment.
9/1/2019	New Orleans, LA	Academic Affiliation Agreement for Dietetic Internship Program between LCMC Health (Children's) and Tulane University School of Public Health.
9/1/2019	New Orleans, LA	Amendment to Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane University Medical Group for Primary Care Physician Services (Linden).
9/2/2019	New Orleans, LA	Delegated Credentialing Agreement between LCMC Health (Children's Hospital) and Tulane University Medical Group for the provision of professional and consulting services by Tulane relating to Children's Hospital credentialing and enrollment process.
9/10/2019	New Orleans, LA	Affiliation Agreement between LCMC Health (Children's) and Tulane University School of Public Health & Tropical Medicine for Dietetic Intern Program.

Date	City/State	Brief Description
10/1/2019	New Orleans, LA	Amendment to Agreement for Medical Director Services between LCMC Health (University Medical Center New Orleans) and Tulane University Medical Group for medical director services provided by Tulane (multi-specialty).
10/14/2019	Metairie, LA	Professional Services Agreement between LCMC Health (EJGH) and Tulane to provide diagnostic imaging services for former NFL players.
12/19/2019	New Orleans, LA	Fifth Side Letter regarding Professional Services Agreement between LCMC Health and Tulane University Medical Group for Academic Research Agreements.
1/16/2020	New Orleans, LA	Data Use Agreement between LCMC Health (Children's) and Tulane under which Children's provides data to Tulane in connection with funded multi-site study of breastfeeding support practices.
1/16/2020	New Orleans, LA	Amendment to Professional and Administrative Services Agreement between LCMC Health (Children's Hospital) and Tulane for transplant services provided by Tulane.
1/20/2020	New Orleans, LA	Amendment to Professional Services Agreement between Children's Hospital and Tulane to add ENT and SURG service lines.
2/24/2020	New Orleans, LA	Data Use Agreement between LCMC Health and The Administrators of the Tulane Educational Fund on behalf of the Tulane University School of Medicine.
3/16/2020	New Orleans, LA	Second Amendment to Professional Services and Medical Director Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane for Palliative Care Services.
4/20/2020	New Orleans, LA	Professional Services Agreement between LCMC Health (Children's Hospital) and Tulane University Medical Group for pediatric psychiatry and psychology services (Sonnier).
5/1/2020	New Orleans, LA	Data Use Agreement between LCMC Health and Tulane for participation and provision of data in a Kellogg Grant Express Yourself Initiative, which focuses on breast feeding challenges for the very low birth weight infant.
5/1/2020	New Orleans, LA	Resident Employment Agreement between NOEH and Tulane University School of Public Health & Tropical Medicine (Andres).
5/1/2020	New Orleans, LA	Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane for Pulmonary Diseases and Critical Care Medicine provided by Tulane (Denson, Zifodya, Bojanowski, Becnel, Saito)
5/27/2020	New Orleans, LA	Confidentiality and Data Transfer and Use Agreement between LCMC Health (University Medical Center New Orleans) and Tulane to provide clinical care data for research

Date	City/State	Brief Description
		study related to concentrations of CoV-2 RNA in wastewater samples.
6/1/2020	New Orleans, LA	Student Affiliation Agreement between Children's Hospital and The Administrators of the Tulane Educational Fund on behalf of the Tulane University School of Medicine for clinical training of Tulane Pathologists' Assistant Program students at Children's Hospital.
6/1/2020	New Orleans, LA	Affiliation Agreement for Graduate Education Programs for Academic Year 20-21 (Children's Hospital).
6/1/2020	Metairie, LA	Affiliation Agreement for Graduate Education Programs for Academic Year 20-21 (EJGH).
6/1/2020	New Orleans, LA	Affiliation Agreement for Graduate Education Programs for Academic Year 20-21 (Touro).
6/1/2020	New Orleans, LA	Affiliation Agreement for Graduate Education Programs for Academic Year 20-21 (University Medical Center New Orleans).
6/1/2020	Marrero, LA	Affiliation Agreement for Graduate Education Programs for Academic Year 20-21 (WJMC).
6/1/2020	Metairie, LA	Imaging Services Agreement between LCMC Health (EJGH) and Tulane for EJGH to provide X-ray services Tulane Institute for Sports Medicine (TISM) patients.
6/24/2020	New Orleans, LA	Sixth Side Letter regarding Professional Services Agreement between LCMC Health and Tulane University School of Medicine.
6/30/2020	New Orleans, LA	Medical Student Training Agreement between LCMC Health (Touro) and Tulane University School of Medicine for provision of Medical Education to Graduate and Undergraduate Students at Tulane University.
6/30/2020	New Orleans, LA	Master Affiliation Agreement for Graduate Education Program between LCMC Health and The Administrators of the Tulane Educational Fund on behalf of the Tulane University School of Medicine.
6/30/2020	New Orleans, LA	Agreement between LCMC Health and Tulane University School of Medicine for HIV/Infectious Disease services.
6/30/2020	New Orleans, LA	Agreement between LCMC Health and Tulane University School of Medicine for pediatric intensivist call services.
6/30/2020	New Orleans, LA	Trauma Call Agreement between LCMC Health and Tulane University School of Medicine for trauma call services.

Date	City/State	Brief Description
7/1/2020	New Orleans, LA	American Heart Association (AHA) Training Site Agreement between LCMC Health (University Medical Center New Orleans) and Tulane for University Medical Center New Orleans to offer AHA courses.
7/1/2020	New Orleans, LA	American Heart Association (AHA) Training Site Agreement between LCMC Health (WJMC) and Tulane to allow WJMC to continue its designation as an approved American Heart Association Training site to conduct courses and authorize instructors for BLS, ACLS, and PALS.
7/1/2020	New Orleans, LA	American Heart Association (AHA) Training Site Agreement between Children's Hospital and Tulane for Children's Hospital to offer AHA courses.
7/1/2020	New Orleans, LA	Professional Services Agreement between LCMC Health and Tulane for psychologist services provided by Tulane (Gallagher).
7/1/2020	New Orleans, LA	Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane University Medical Group under which Tulane provides resident supervision to University Medical Center New Orleans.
7/1/2020	New Orleans, LA	Professional Services Agreement between LCMC Health (Children's Hospital) and Tulane for Tulane to provide dermatology call coverage.
7/1/2020	New Orleans, LA	Professional Services Agreement between LCMC Health (Children's Hospital) and Tulane for on call internal medicine and pediatric professional services (Cummings and Mai).
7/1/2020	New Orleans, LA	Amendment to Professional Services Agreement between LCMC Health (Children's Hospital) and Tulane for psychiatry and psychology services to be provided by Tulane (Gap Coverage and ER services).
7/1/2020	New Orleans, LA	Professional Services Agreement between LCMC Health (Children's Hospital) and Tulane for on call interventional radiology services.
7/1/2020	New Orleans, LA	Amendment to Professional Services Agreement between LCMC Health and The Administrators of the Tulane Educational Fund on behalf of the Tulane University School of Medicine for psychiatry and psychology services (Fowler).
7/1/2020	New Orleans, LA	Letter of Agreement between LCMC Health and Tulane University School of Medicine for Department of Orthopaedic Surgery.
7/1/2020	New Orleans, LA	Professional Services Agreement between LCMC Health and The Administrators of the Tulane Educational Fund on

Date	City/State	Brief Description
		behalf of the Tulane University School of Medicine for Dermatology Call Coverage (Bog, Williams, Ragland).
7/1/2020	New Orleans, LA	Professional Services Agreement between LCMC Health and Tulane University Medical Group for Interventional Radiology On-Call Coverage (Caridi).
7/1/2020	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine for Cardiac Electrophysiology Fellowship program.
7/1/2020	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine for Cardiovascular Diseases Fellowship program.
7/1/2020	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine for Endocrinology Diseases Fellowship program.
7/1/2020	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine for gastroenterology (GI) residency program.
7/1/2020	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine for Interventional Cardiology Fellowship residency program.
7/1/2020	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine for Otolaryngology-Head and Neck Surgery Residency program.
7/1/2020	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine for Psychiatry Residency program.
7/1/2020	New Orleans, LA	Cardiology Agreement between LCMC Health and Tulane University School of Medicine for Tulane to provide cardiology physician services, including resident supervision, medical direction, and clinical services.
7/1/2020	New Orleans, LA	Diagnostics Agreement between LCMC Health (University Medical Center New Orleans) and Tulane University School of Medicine for as needed autopsy and diagnostic services that cannot be performed at University Medical Center New Orleans.
7/27/2020	New Orleans, LA	Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane for direct care (non-teaching) hospitalist and nocturnist physicians services to be provided by Tulane.
8/1/2020	New Orleans, LA	Professional Services Agreement between LCMC Health (Children's Hospital) and Tulane for Tulane to provide early childhood mental health consultations (Finelli, Kelley).

Date	City/State	Brief Description
8/1/2020	New Orleans, LA	Subaward Agreement between LCMC Health (Children's) and Tulane University School of Public Health (Leann Myers, PhD).
8/1/2020	New Orleans, LA	Amendment No. 1 to Research Subaward Agreement between LCMC Health and Tulane University for Gulf South Minority/Underserved Clinical Trials Network.
8/1/2020	New Orleans, LA	Letter of Agreement between LCMC Health and Tulane University School of Medicine for Neurosurgery Residents.
8/10/2020	New Orleans, LA	Confidentiality Agreement between LCMC Health Anesthesia Corporation and Tulane School of Medicine.
8/17/2020	New Orleans, LA	Duke University Subcontract from Tulane to LCMC Health (University Medical Center New Orleans) to conduct study activities at University Medical Center New Orleans.
9/1/2020	New Orleans, LA	Letter of Agreement between LCMC Health (Touro) and Tulane University School of Medicine for Ophthalmology Residency Program.
9/5/2020	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine for its Hospice and Palliative Medicine Fellowship program.
9/15/2020	New Orleans, LA	Cooperative Endeavor Lease Agreement between Parish Hospital Service District for the Parish of Orleans, District A d/b/a NOEH and Tulane University for space in the NOEH parking lot to locate trailers for COVID-19 vaccine trials.
9/15/2020	Marrero, LA	Sub-Sublease Agreement between West Jefferson Holdings, LLC d/b/a West Jefferson Medical Center and Tulane University for space in the WJMC parking lot at 4413 Wichers Drive, Marrero to locate trailers for COVID-19 vaccine trials.
10/1/2020	New Orleans, LA	Transfer Agreement between University Health System, LC d/b/a Tulane Medical Center, Tulane Lakeside Hospital, Lakeview Regional Medical Center, a campus of Tulane Medical Center and University Medical Center Management Corporation d/b/a University Medical Center New Orleans.
10/3/2020	Metairie, LA	Eastern Louisiana Clinical Services (ELCS) Fourth Amendment to Coverage Agreement between LCMC Health (EJGH) and Tulane to extend EJGH Emergency Department on-call neurosurgery services coverage.
10/3/2020	Metairie, LA	EJGH District No. 2 Third Amendment to Neurosurgery Services Agreement between LCMC Health (EJGH) and Tulane to extend agreement under which Tulane provides professional neurosurgery and other administrative services to EJGH.

Date	City/State	Brief Description
10/8/2020	New Orleans, LA	Amendment to Professional Services Agreement between LCMC Health (Children's Hospital) and Tulane for neurotology services (Jackson).
10/19/2020	New Orleans, LA	Professional Services Agreement between LCMC Health and Tulane University School of Medicine for endocrinology services provided by Tulane (Lovre).
11/15/2020	New Orleans, LA	Amendment to Hospitalist Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane University Medical Group under which Tulane provides such services to University Medical Center New Orleans.
12/1/2020	New Orleans, LA	Professional Services Agreement between LCMC Health and Tulane for forensic psychiatry services provided by Tulane at the Juvenile Justice Intervention Center (JJIC) (Sonnier, Weiss, Fritzsche, Tregre, Fowler).
12/1/2020	New Orleans, LA	Memorandum of Understanding between University Medical Center Management Corporation d/b/a University Medical Center New Orleans and University Healthcare System, LC d/b/a Tulane Medical Center.
1/1/2021	New Orleans, LA	Memorandum of Agreement between LCMC Health (University Medical Center New Orleans) and Tulane for clinical training of Tulane Pathologists' Assistant Program at University Medical Center New Orleans.
1/1/2021	New Orleans, LA	Affiliation Agreement between LCMC Health and Tulane University School of Medicine for pathologist assistant students to train at University Medical Center New Orleans.
1/27/2021	New Orleans, LA	Seventh Side Letter regarding Professional Services Agreement between LCMC Health and Tulane University School of Medicine.
2/8/2021	New Orleans, LA	Professional Services Agreement between LCMC Health and Tulane University School of Medicine for outpatient hepatology services (Amankonah, Regenstein, Moehlen).
2/22/2021	New Orleans, LA	Professional Services Agreement between LCMC Health (Children's Hospital) and Tulane for weekend and holiday psychiatry and psychology call coverage.
2/28/2021	New Orleans, LA	Interim Research Agreement between LCMC Health and The Administrators of the Tulane Educational Fund on behalf of the Tulane University School of Medicine for Tulane University physicians and the Department of Pediatrics research scientists, staff, medical students, and Residents and Fellows currently engaged in and conduct clinical, translational, and population science research.
3/1/2021	New Orleans, LA	Academic Affiliation between LCMC Health (University Medical Center New Orleans) and Tulane University School

Date	City/State	Brief Description
		of Public Health for dietetic internship students to train at University Medical Center New Orleans.
3/1/2021	Metairie, LA	Professional Services Agreement between LCMC Health (EJGH) and Tulane for Tulane to provide on-call hand surgery services to patients in EJGH's Emergency Department (Medvedev).
3/1/2021	New Orleans, LA	Amendment to extend Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane under which Tulane provides trauma surgery services to University Medical Center New Orleans (Duchesne).
4/1/2021	New Orleans, LA	Services Agreement between Children's Hospital and Tulane for Cystic Fibrosis Center of Louisiana coordinator services to be provided by Children's Hospital.
5/1/2021	Metairie, LA	Fifth Amendment to extend Neurosurgery Services Agreement between LCMC Health (EJGH) and Tulane under which Tulane provides professional neurosurgery and other administrative services to EJGH.
5/1/2021	Metairie, LA	Professional Services Agreement between LCMC Health (EJGH) and Tulane for Tulane to provide on-call neurosurgery services to patients in EJGH's Emergency Department.
6/1/2021	New Orleans, LA	Affiliation Agreement for Graduate Education Programs for Academic Year 21-22 (Children's Hospital).
6/1/2021	Metairie, LA	Affiliation Agreement for Graduate Education Programs for Academic Year 21-22 (EJGH).
6/1/2021	New Orleans, LA	Affiliation Agreement for Graduate Education Programs for Academic Year 21-22 (Touro).
6/1/2021	New Orleans, LA	Affiliation Agreement for Graduate Education Programs for Academic Year 21-22 (University Medical Center New Orleans).
6/1/2021	Marrero, LA	Affiliation Agreement for Graduate Education Programs for Academic Year 21-22 (WJMC).
6/23/2021	New Orleans, LA	Professional Services Agreement between Children's Hospital and The Administrators of the Tulane Educational Fund on behalf of the Tulane University School of Medicine for Tulane to provide pediatric ophthalmology surgical and professional services, including ROP screenings for NICU (Hinkle).

Date	City/State	Brief Description
6/30/2021	New Orleans, LA	On Call Professional Services Agreement between LCMC Health and The Administrators of the Tulane Educational Fund on behalf of the Tulane University School of Medicine for on call pediatric professional services to be provided as needed and as scheduled by the Tulane Section Chief of General Pediatrics (Cummings, Mai).
7/1/2021	New Orleans, LA	Amendment to extend Professional Services Agreement between LCMC Health (Children's Hospital) and Tulane for Tulane to provide dermatology call coverage.
7/1/2021	New Orleans, LA	Amendment to Professional Services Agreement between LCMC Health (Children's Hospital) and Tulane to add psych service line.
7/1/2021	New Orleans, LA	Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane for non-teaching critical care services provided by Tulane (MICU red team).
7/1/2021	New Orleans, LA	Amendment to extend Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane for orthopedic surgery services provided by Tulane (Billings).
7/1/2021	New Orleans, LA	Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane for psychologist services provided by Tulane (Gallagher).
7/1/2021	New Orleans, LA	Resident Supervision Agreement between LCMC Health (University Medical Center New Orleans) and Tulane under which Tulane provides resident supervision to University Medical Center New Orleans.
7/1/2021	New Orleans, LA	Amendment to Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane for bariatric surgery services provided by Tulane to University Medical Center New Orleans.
7/1/2021	New Orleans, LA	Amendment to Professional Services Agreement between LCMC Health and The Administrators of the Tulane Educational Fund on behalf of the Tulane University School of Medicine for Psychiatry and Psychology Services (Fowler, Sonnier, Myint).
7/1/2021	New Orleans, LA	Amendment to Professional Services Agreement between LCMC Health and The Administrators of the Tulane Educational Fund on behalf of the Tulane University School of Medicine for pediatric dermatology call coverage, including consults for inpatients and Emergency Department (Boh, Williams, Ragland).
7/1/2021	New Orleans, LA	Letter of Agreement between LCMC Health and Tulane University School of Medicine for Surgery Program.

Date	City/State	Brief Description
7/1/2021	New Orleans, LA	Eighth Side Letter regarding Professional Services Agreement between LCMC Health and The Administrators of the Tulane Educational Fund on behalf of the Tulane University School of Medicine.
7/1/2021	New Orleans, LA	Academic Affiliation Agreement between LCMC Health (Touro) and Tulane University School of Medicine for Tulane medical students to participate in clinical training at Touro.
7/1/2021	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine for Anesthesiology Residency program.
7/1/2021	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine for Dermatology Residency program.
7/1/2021	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine for Dermatopathology Fellowship program.
7/1/2021	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine for Hematology/Oncology fellowship program.
7/1/2021	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine for Infectious Diseases program.
7/1/2021	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine for Internal Medicine/Pediatrics Residency program.
7/1/2021	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine for nephrology program.
7/1/2021	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine for Neurology Residency program.
7/1/2021	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine for Obstetrics and Gynecology Residency program.
7/1/2021	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine for Ophthalmology Residency program.
7/1/2021	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine for Pathology Residency program.
7/1/2021	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine for Pulmonary Diseases/Critical Care Fellowship program.

Date	City/State	Brief Description
7/1/2021	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine for surgery residency program.
7/1/2021	New Orleans, LA	Inpatient Psychologist Agreement between LCMC Health and Tulane University School of Medicine for psychologist services.
7/1/2021	New Orleans, LA	Primary Care Services Agreement between LCMC Health and Tulane University School of Medicine for primary care services (Ruth Fertel Clinic).
7/1/2021	New Orleans, LA	Affiliation Agreement between LCMC Health and The Administrators of the Tulane Educational Fund on behalf of the Tulane University School of Medicine for Graduate Education Programs at Tulane University.
7/1/2021	New Orleans, LA	Letter of Agreement between LCMC Health and Tulane University School of Medicine for Obstetrics and Gynecology Program.
7/1/2021	New Orleans, LA	Medical Direction Agreement between LCMC Health and Tulane University School of Medicine for medical direction services.
7/1/2021	New Orleans, LA	Resident Agreement between LCMC Health and Tulane University School of Medicine for graduate medical education.
7/1/2021	New Orleans, LA	Resident Supervision Agreement between LCMC Health (University Medical Center New Orleans) and Tulane University School of Medicine for resident supervision and education services at University Medical Center New Orleans.
7/1/2021	New Orleans, LA	Amendment to Professional Services Agreement between LCMC Health (Children's Hospital) and Tulane for weekend and holiday psychiatry and psychology call coverage.
7/1/2021	New Orleans, LA	Contract Between State of Louisiana Department of Health and Tulane University Medical Center.
7/2/2021	New Orleans, LA	Psychiatry Agreement between LCMC Health and Tulane University School of Medicine for psychiatry services.
7/7/2021	New Orleans, LA	Human Milk Transportation Agreement between LCMC Health (Children's) and Tulane School of Medicine.
7/29/2021	New Orleans, LA	Subcontract from Tulane to LCMC Health (University Medical Center New Orleans) to conduct study activities at University Medical Center New Orleans (A Phase 3 Randomized, Double-Blind, Placebo-Controlled, Parallel Group, Multicenter Study Evaluating the Efficacy and Safety of Remdesivir in Participants with Severely Reduced Kidney Function who are Hospitalized for COVID-19).

Date	City/State	Brief Description
7/30/2021	New Orleans, LA	Professional Services Agreement between LCMC Health and The Administrators of the Tulane Educational Fund on behalf of the Tulane University School of Medicine for services of physicians specializing in psychiatry and psychology (Finelli, Kelley).
8/1/2021	New Orleans, LA	Third Amendment to extend Professional Services and Medical Director Agreement between LCMC Health (University Medical Center New Orleans) and Tulane University School of Medicine for Palliative Care Services.
8/1/2021	New Orleans, LA	Subcontract from Tulane to LCMC Health (University Medical Center New Orleans) to conduct study activities at University Medical Center New Orleans (EDORA Trial).
8/1/2021	New Orleans, LA	Subcontract from Tulane to LCMC Health (UMC) to conduct study activities at University Medical Center New Orleans (ADVENT: A Prospective Randomized Pivotal Trial of the FARAPULSE Endocardial Ablation System Compared with Standard of Care Ablation in Patients with Paroxysmal Atrial Fibrillation).
9/1/2021	New Orleans, LA	Professional Services Agreement between LCMC Health (Children's Hospital) and Tulane University Medical Group under which Tulane provides dermatology services to patients of Children's Hospital and trains and supervises medical students and residents in pediatric dermatology (Boh, Clark).
9/1/2021	New Orleans, LA	Outpatient Psychologist Agreement between LCMC Health and Tulane University School of Medicine/Tulane University Medical Group for outpatient psychologists services (Terrebonne).
10/1/2021	New Orleans, LA	Human Milk Transportation Agreement between LCMC Health (Touro) and Tulane.
10/1/2021	New Orleans, LA	Human Milk Transportation Agreement between LCMC Health (EJGH) and Tulane School of Medicine.
10/1/2021	New Orleans, LA	Letter of Agreement between LCMC Health and Tulane University School of Medicine for Department of Orthopaedic Surgery.
10/1/2021	New Orleans, LA	Amendment to extend Professional Services Agreement between LCMC Health and Tulane for endocrinology patient care services provided by Tulane (Lovre).
10/01/2021	New Orleans, LA	ACGME Letter of Agreement between LCMC Health and Tulane University School of Medicine for Orthopedics Residency program.
10/1/2021	Metairie, LA	Amendment to Neurosurgery Services Agreement between LCMC Health (EJGH) and Tulane under which Tulane

Date	City/State	Brief Description
		provides professional neurosurgery and other administrative services to EJGH.
10/1/2021	New Orleans, LA	Subcontract from LCMC Health (University Medical Center New Orleans) to Tulane to conduct study activities at University Medical Center New Orleans (Phase 2a Randomized Controlled Trial of MIB-626 (β Nicotinamide Mononucleotide, NMN) vs. Placebo in Adults with COVID-19 Infection and Early Acute Kidney Injury).
10/1/2021	New Orleans, LA	W.K. Kellogg Foundation Striving for Systemic Equality Subcontract between LCMC Health (Children's Hospital) and Tulane.
11/1/2021	New Orleans, LA	Human Milk Transportation Agreement between LCMC Health (Touro) and Tulane School of Medicine.
11/30/2021	New Orleans, LA	Professional Services Agreement between LCMC Health and Tulane University Medical Group for Forensic Psychiatry at Juvenile Justice Intervention Center (JJIC).
12/1/2021	Metairie, LA	Diagnostic Services Agreement between LCMC Health (EJGH) and Tulane for EJGH to provide professional medical services including CT scans for participants identified by NFL Player Care Foundation.
12/31/2021	New Orleans, LA	Dietetic Internship Affiliation Agreement between LCMC Health and Tulane University School of Public Health & Tropical Medicine to provide students with educational, learning, and experiential opportunities through the off-campus educational experience.
1/1/2022	New Orleans, LA	Professional Services Agreement between LCMC Health (Children's Hospital) and Tulane for Tulane to provide pediatrics ophthalmology services (Ellis).
1/13/2022	Metairie, LA	Sixth Amendment to Neurosurgery Services Agreement between LCMC Health (EJGH) and Tulane under which Tulane provides professional neurosurgery and other administrative services to EJGH to update list of physicians.
1/14/2022	New Orleans, LA	Confidentiality and Non-Disclosure Agreement between LCMC Health and Tulane.
2/8/2022	New Orleans, LA	Amendment to extend Professional Services Agreement between LCMC Health (University Medical Center New Orleans) and Tulane for outpatient hepatology services (Amankonah, Regenstein, Moehlen).
2/15/2022	New Orleans, LA	Tulane Bariatric Surgery Services Agreement between LCMC Health and Tulane University School of Medicine for bariatric surgery clinical services (Baker).

Date	City/State	Brief Description
2/15/2022	New Orleans, LA	Confidentiality and Non-Disclosure Agreement between LCMC Health (EJGH) and Tulane.
2/21/2022	New Orleans, LA	Weekend and Holiday Coverage Agreement between LCMC Health and Tulane University Medical Group to provide On-Call coverage.
2/28/2022	New Orleans, LA	Professional Services Agreement between LCMC Health and The Administrators of the Tulane Educational Fund on behalf of the Tulane University School of Medicine for Resident Supervision for Tulane Triple Board Clinic.
2/28/2022	New Orleans, LA	Professional Services Agreement between LCMC Health and Tulane University Medical Group to provide pediatric pulmonology on call services (Kolls).
3/1/2022	New Orleans, LA	Academic Affiliation Agreement between LCMC Health and Tulane University School of Social Work for students to train at LCMC facilities.
3/1/2022	New Orleans, LA	Letter of Agreement with Ryan White Part A community partner, Tulane Total Health Clinic.
3/9/2022	New Orleans, LA	Confidentiality and Non-Disclosure Agreement between LCMC Health and Tulane University School of Medicine.
3/15/2022	New Orleans, LA	Subcontract agreement between LCMC Health and Tulane University School of Medicine for REMAP-CAP study awarded to Tulane by Global Coalition for Adaptive Research (GCAR).
3/31/2022	New Orleans, LA	Services Agreement between LCMC Health and Tulane University School of Medicine for Cystic Fibrosis Center of Louisiana Coordinator (Savant).
3/31/2022	New Orleans, LA	Professional Services Agreement between LCMC Health and Tulane University Medical Group for Pediatric Anesthesiologists.
4/1/2022	New Orleans, LA	First Amendment to extend Lease between LCMC Health (University Medical Center New Orleans) and Tulane for Hemophilia Treatment Center located at 2000 Canal Street, New Orleans, LA.
5/1/2022	New Orleans, LA	Critical Care Physician Services Agreement between LCMC Health and Tulane University Medical Group for services of critical care physicians.
5/15/2022	New Orleans, LA	Letter of Intent to Establish a Subaward Agreement between LCMC Health and Tulane University for study re: Respiratory Virus Vaccine Effectiveness in a Minority-Enriched Cohort.

Date	City/State	Brief Description
5/31/2022	New Orleans, LA	Blood Bank/Transfusion Call Agreement between LCMC Health and Tulane University School of Medicine for blood bank/transfusion physician call services (Nielsen).
5/31/2022	New Orleans, LA	Subcontract Agreement between LCMC Health and Tulane relating to A Randomized Controlled Study of Dapagliflozin Heart Failure Readmission: Effect of Dapagliflozin on Hospital Re-Admissions in Patients with Acutely Decompensated Heart Failure and Reduced Ejection Fraction.
6/6/2022	Metairie, LA	Professional and Administrative Services Agreement between LCMC Health (EJGH) and Tulane for family medicine residency program director (Pejic).
8/1/2022	New Orleans, LA	Academic Affiliation Agreement for Dietetic Internship Program between LCMC Health and Tulane University School of Public Health.

11. **Letters of Intent:** Attach as Appendix G any and all drafts and final versions of any and all letters of intent, confidentiality agreements, or other documents initiating negotiations, contact, or discussion between the parties to the Agreement.

Response to Specification 11:

[This Item contains proprietary, competitively sensitive information redacted from the public version.]

Information responsive to this request is attached as **Appendix G**.

12. **Contracts or Purchase Agreements:** If any assets are passed to any Party under the Agreement, Attach as Appendix H any and all drafts and final versions of asset purchase agreements, contracts or agreements to transfer assets. Your response must also include any attachments, amendments, schedules, or appendices to such agreements.

Response to Specification 12:

As noted in the response to Specification 7, attached as **Appendix D** are the Academic Affiliation Agreement, Membership Interest Transfer Agreement, and Unit Purchase Agreement that outline all assets transferred as part of the Transaction.

13. **Fairness Opinions:** If any assets are passed to any Party under the Agreement, Attach as Appendix I any and all fairness opinions analyzing the proposed Agreement along with any supplemental analysis prepared by any entity or its experts. Include in your response the name of the company and the person(s) who prepared the opinion, their business telephone numbers and addresses, the agreement or engagement letter with such company or person, and background information regarding the company or person's qualifications.

Response to Specification 13:

No fairness opinions responsive to Specification 13 have been prepared.

14. **Meeting Minutes and Other Information:** Attach as Appendix J the following documents with respect each meeting during which the proposed Agreement was discussed, whether regular, special, or otherwise, of the board of directors or board of trustees for each entity.
- (a) Announcements and the persons to whom the announcements were sent;
 - (b) Agenda;
 - (c) Minutes and/or resolutions of the board of directors or board of trustees for each entity which reflect or discuss the proposed Agreement, including those regarding the final vote;
 - (d) Each written report or document provided to the board or board members, including, but not limited to, each committee report and each expert's report;
 - (e) Each proposal or document referencing or regarding possible or actual Agreement;
 - (f) Each presentation to the board or any committee to the board; and
 - (g) Each attachment to (a) through (f).

Response to Specification 14:

[This Item contains proprietary, competitively sensitive information redacted from the public version.]

Information responsive to Specification 14 is attached as **Appendix J**.

15. **Valuation Information:** Attach as Appendix K each appraisal (with each attachment), evaluation (with each attachment), and similar document (with each attachment) concerning the financial performance of each party to the transaction for the preceding five years, their assets, their properties, their worth as a going concern, or their market value. This Request shall include, but not be limited to, any appraisals of the common stock of any entity, any appraisals involving property held by any entity.

Response to Specification 15:

[This Item contains proprietary, competitively sensitive information redacted from the public version.]

Attached as **Appendix K** is information responsive to Specification 15.

16. **Information Regarding Other Offers:** Attach as Appendix L each appraisal (with each attachment), evaluation (with each attachment), and similar document (with each attachment) concerning any negotiation, or proposal either initiated or received by any entity regarding the proposed Agreement, and the dollar value of such proposed Agreement.

Response to Specification 16:

LCMC Health, Tulane, and HCA have not identified any documents responsive to Specification 16.

17. **Mission Statement:** Attach as Appendix M any and all mission statements of each entity.

Response to Specification 17:

Attached as **Appendix M** is information responsive to Specification 17.

18. **Press Releases and Related Information:** Attach as Appendix N any and all press releases, newspaper articles, radio transcripts, audiotapes and videotapes of any television commercials or reports regarding the proposed transaction and any other offers identified in Request # 16.

Response to Specification 18:

LCMC Health, Tulane, and HCA do not have information responsive to Specification 18.

19. Financial Records: Attach as Appendix O all of the following for the last six (6) fiscal years for each entity, unless otherwise indicated:

- (a) Audited and unaudited financial statements. Audits are sometimes presented in abbreviated form or in fuller form, with detailed supplements. Provide the most detailed form of your audit that is available.
- (b) Consolidating statements (balance sheets and income statements for each fiscal year);
- (c) Year-to-date internal financial statements for the most recent month-end available during the current year. Be sure that the statements are comparative (with the same period of the previous fiscal year), otherwise provide last year's internal financial statements for the corresponding period as well;
- (d) If separate audited financial statements are prepared for any of your affiliates, or any parent or, please provide those audits, together with comparative year-to-date financial statements for each such member, affiliate, parent or subsidiary;
- (e) Projected capital expenditure requirements for the next three (3) years;
- (f) Each balance sheet, profit and loss statement, statement of change in financial position of each entity or company it controls, operates, manages, or is affiliated with and also the same information for the acquirer and any entity which you reasonably believe it owns, operates, manages, or controls;
- (g) A detailed schedule of operating expenses, unless already provided with the audits;
- (h) An analysis (aging) of accounts receivable by major category, of receivables as of the most recent month-end available, indicating the amounts ultimately considered collectable;
- (i) Management compensation (salary, bonus, other benefits) for the five (5) officers receiving the greatest amount of compensation;
- (j) Identify any material off-balance sheet assets or liabilities (i.e., any assets or liabilities not reflected on the most recent audited financial statements) and provide documentation concerning such assets or liabilities. Examples of such items would include a significant under-or over-funding in the pension plan or a current litigation judgment not reflected in the most recent audit;
- (k) Identify any material contingent assets or liabilities, and the conditions that must occur for any such contingent assets to be realized or for any such contingent liabilities to be incurred; and
- (l) Identify all accounting firms, including the name, address, and telephone number of the accountant(s) primarily responsible for accounting and auditing of the entities for the last six (6) years.

- (m) If information is not supplied under any of the above items, explain why the information is not applicable to the transaction or parties.

Response to Specification 19:

[This Item contains proprietary, competitively sensitive information redacted from the public version.]

Information responsive to this request is attached as **Appendix O**.

20. Conflict of Interest, Self-Interest, and Self-Dealing Issues:

- (a) Attach as Appendix P an affidavit for each officer and director of each entity.
- (b) Attach as Appendix Q any and all documents reflecting any possible conflict of interest, self-interest, or self-dealing of any board member, officer, or director in connection with the proposed Agreement. Such documents shall include evidence of any disclosures or other curative measures taken by the board and any documents suggesting or referencing financial or employment incentives or inducements offered to any board member, director or officer.

Response to Specification 20:

LCMC Health, Tulane, and HCA have not identified any conflicts of interest, self-interest, or self-dealing for any LCMC Health, Tulane, or HCA board member, officer, or director in connection with the Transaction.

21. **Persons Involved in Decision Making or Planning:** Attach as Appendix R a list of the full legal names, titles, addresses, and telephone numbers of each and every officer, director, representative, manager, executive, expert or other persons having substantial input, at any phase of decision making or planning, into the decision or plan for the proposed Agreement.

Response to Specification 21:

Attached as **Appendix R** is information responsive to Specification 21.

22. **Market Studies:** Attach as Appendix S each market study (and attachments) done for or by each entity, or otherwise received by each entity. Include an analysis of an entity's market share from the perspectives which are normally tracked by the entity's board.

Response to Specification 22:

[This Item contains proprietary, competitively sensitive information redacted from the public version.]

Attached as **Appendix S** is information responsive to Specification 22.

23. **Registered Agents for Service or Process:** Identify the registered agent for service of process, including his or her complete address, for each entity.

Response to Specification 23:

The registered agent for service of process for LCMC Health is:

Jody Martin
LCMC Health
Energy Centre, 1100 Poydras St., Suite 2500
New Orleans, LA 70163

The registered agent for service of process for Tulane is:

Victoria D. Johnson
The Administrators of the Tulane Educational Fund
6823 St. Charles Avenue
New Orleans, LA 70118

The registered agent for service of process for Columbia/HCA of New Orleans, Inc., Medical Center of Baton Rouge, Inc., and Columbia Healthcare System of Louisiana, Inc. is:

CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

The registered agent for service of process for HCA Inc. is:

The Corporation Trust Company
1209 Orange Street
Corporation Trust Center
Wilmington, DE 19801

CERTIFICATION AND VERIFICATION AFFIDAVIT

To be completed by President or Chief Executive Officer

This Request for Information Form, together with any and all appendices and attachments thereto, was prepared and assembled under my supervision in accordance with the instructions and definitions issued by the Attorney General. Subject to the recognition that, where so indicated, reasonable estimates have been made because books and records do not provide the required data, the information is, to the best of my knowledge, true, correct, and complete. If copies were submitted in lieu of originals, the documents submitted are true and exact copies. I understand that my obligation to provide information pursuant to this Request shall be continuing in nature and shall forthwith notify the Attorney General, in writing, of any representations that have been made or that might have been made in accordance with this Request which need to be updated, corrected or modified. The copies also are authentic for the purposes of Louisiana law. If copies were submitted, I also agree to retain the originals under my care, custody, and control, and I will not destroy or alter the originals without express written consent of the Attorney General or his appointed designee.

I certify, upon personal knowledge, that the attached form has been completed with true and accurate information, under penalty or perjury.

STATE of LOUISIANAParish/County ORLEANSAffiant's
Signature: [Signature]
Date: 9/30/22Sworn and subscribed before me this 30th Sept.
day of 20 22Notary Public [Signature] (Brian Schwartz)My Commission expires:
at death

To be completed by Affiant:

Name Gregory FeinTitle CEO
Address: 1100 Poydras St. Ste 2500
New Orleans, LA 70113Telephone No. 504-896-8035
Facsimile No. _____

CERTIFICATION AND VERIFICATION AFFIDAVIT

To be completed by President or Chief Executive Officer

This Request for Information Form, together with any and all appendices and attachments thereto, was prepared and assembled under my supervision in accordance with the instructions and definitions issued by the Attorney General. Subject to the recognition that, where so indicated, reasonable estimates have been made because books and records do not provide the required data, the information is, to the best of my knowledge, true, correct, and complete. If copies were submitted in lieu of originals, the documents submitted are true and exact copies. I understand that my obligation to provide information pursuant to this Request shall be continuing in nature and shall forthwith notify the Attorney General, in writing, of any representations that have been made or that might have been made in accordance with this Request which need to be updated, corrected or modified. The copies also are authentic for the purposes of Louisiana law. If copies were submitted, I also agree to retain the originals under my care, custody, and control, and I will not destroy or alter the originals without express written consent of the Attorney General or his appointed designee.

I certify, upon personal knowledge, that the attached form has been completed with true and accurate information, under penalty or perjury.

STATE of LouisianaParish/County Orleans

Affiant's

Signature: Michael A. FittsDate: 10/2/2022Sworn and subscribed before me this _____
day of 20 _____Notary Public Howard T. Boyd, III

My Commission expires: _____

To be completed by Affiant:

Name Michael A. FittsTitle PresidentAddress: 8823 St. Charles Ave., New Orleans, LA 70118Telephone No. 504-865-5201Facsimile No. 504-865-5202

HOWARD T. BOYD, III
NOTARY PUBLIC
Parish of Orleans, State of Louisiana
Bar Number: 27186
My Commission is issued for Life

CERTIFICATION AND VERIFICATION AFFIDAVIT

To be completed by President or Chief Executive Officer

This Request for Information Form, together with any and all appendices and attachments thereto, was prepared and assembled under my supervision in accordance with the instructions and definitions issued by the Attorney General. Subject to the recognition that, where so indicated, reasonable estimates have been made because books and records do not provide the required data, the information is, to the best of my knowledge, true, correct, and complete. If copies were submitted in lieu of originals, the documents submitted are true and exact copies. I understand that my obligation to provide information pursuant to this Request shall be continuing in nature and shall forthwith notify the Attorney General, in writing, of any representations that have been made or that might have been made in accordance with this Request which need to be updated, corrected or modified. The copies also are authentic for the purposes of Louisiana law. If copies were submitted, I also agree to retain the originals under my care, custody, and control, and I will not destroy or alter the originals without express written consent of the Attorney General or his appointed designee.

I certify, upon personal knowledge, that the attached form has been completed with true and accurate information, under penalty or perjury.

STATE of TennesseeParish/County DavidsonAffiant's
Signature: [Signature]
Date: Oct. 4, 2022Sworn and subscribed before me this 4th
day of OctoberNotary Public Alexandria KreibergMy Commission expires:
July 7, 2025

To be completed by Affiant:

Name Joseph A. Sawell, IIITitle Senior Vice President
Address: 1 Park Plaza
Nashville, TN 37203Telephone No. 615-344-9551Facsimile No. 615-344-1784

CERTIFICATION AND VERIFICATION AFFIDAVIT

To be completed by President or Chief Executive Officer

This Request for Information Form, together with any and all appendices and attachments thereto, was prepared and assembled under my supervision in accordance with the instructions and definitions issued by the Attorney General. Subject to the recognition that, where so indicated, reasonable estimates have been made because books and records do not provide the required data, the information is, to the best of my knowledge, true, correct, and complete. If copies were submitted in lieu of originals, the documents submitted are true and exact copies. I understand that my obligation to provide information pursuant to this Request shall be continuing in nature and shall forthwith notify the Attorney General, in writing, of any representations that have been made or that might have been made in accordance with this Request which need to be updated, corrected or modified. The copies also are authentic for the purposes of Louisiana law. If copies were submitted, I also agree to retain the originals under my care, custody, and control, and I will not destroy or alter the originals without express written consent of the Attorney General or his appointed designee.

I certify, upon personal knowledge, that the attached form has been completed with true and accurate information, under penalty or perjury.

STATE of TennesseeParish/County Davidson

Affiant's

Signature: [Signature]Date: Oct. 4, 2022Sworn and subscribed before me this 24th
day of 22 OctoberNotary Public Alexandria Kreiberg

My Commission expires:

July 7, 2025

To be completed by Affiant:

Name Joseph A. Sowell, IIITitle Senior Vice PresidentAddress: 1 Park Plaza
Nashville, TN 37203Telephone No. 615-344-9551Facsimile No. 615-344-1784

CERTIFICATION AND VERIFICATION AFFIDAVIT

To be completed by President or Chief Executive Officer

This Request for Information Form, together with any and all appendices and attachments thereto, was prepared and assembled under my supervision in accordance with the instructions and definitions issued by the Attorney General. Subject to the recognition that, where so indicated, reasonable estimates have been made because books and records do not provide the required data, the information is, to the best of my knowledge, true, correct, and complete. If copies were submitted in lieu of originals, the documents submitted are true and exact copies. I understand that my obligation to provide information pursuant to this Request shall be continuing in nature and shall forthwith notify the Attorney General, in writing, of any representations that have been made or that might have been made in accordance with this Request which need to be updated, corrected or modified. The copies also are authentic for the purposes of Louisiana law. If copies were submitted, I also agree to retain the originals under my care, custody, and control, and I will not destroy or alter the originals without express written consent of the Attorney General or his appointed designee.

I certify, upon personal knowledge, that the attached form has been completed with true and accurate information, under penalty or perjury.

STATE of TennesseeParish/County Davidson

Affiant's

Signature: Joseph A. Sawell IIIDate: Oct 4, 2023Sworn and subscribed before me this 4th
day of 22 OctoberNotary Public Alexandria Kreiberg

My Commission expires:

July 7, 2025

To be completed by Affiant:

Name Joseph A. Sawell, IIITitle Senior Vice PresidentAddress: 1 Park Plaza
Nashville, TN 37203Telephone No. 615-344-9551Facsimile No. 615-344-1784

CERTIFICATION AND VERIFICATION AFFIDAVIT

To be completed by President or Chief Executive Officer

This Request for Information Form, together with any and all appendices and attachments thereto, was prepared and assembled under my supervision in accordance with the instructions and definitions issued by the Attorney General. Subject to the recognition that, where so indicated, reasonable estimates have been made because books and records do not provide the required data, the information is, to the best of my knowledge, true, correct, and complete. If copies were submitted in lieu of originals, the documents submitted are true and exact copies. I understand that my obligation to provide information pursuant to this Request shall be continuing in nature and shall forthwith notify the Attorney General, in writing, of any representations that have been made or that might have been made in accordance with this Request which need to be updated, corrected or modified. The copies also are authentic for the purposes of Louisiana law. If copies were submitted, I also agree to retain the originals under my care, custody, and control, and I will not destroy or alter the originals without express written consent of the Attorney General or his appointed designee.

I certify, upon personal knowledge, that the attached form has been completed with true and accurate information, under penalty or perjury.

STATE of TennesseeParish/County Davidson

Affiant's

Signature: Joseph A. Sawell IIIDate: Oct. 4, 2022Sworn and subscribed before me this 4th
day of October 2022Notary Public Alexandria Kreiberg

My Commission expires:

July 7, 2025

To be completed by Affiant:

Name Joseph A. Sawell, IIITitle Senior Vice PresidentAddress: 1 Park Plaza
Nashville, TN 37203Telephone No. 615-344-9551Facsimile No. 615-344-1884

Appendix A: Corporate Documents

Attached as **Appendix A – LCMC Health** are the following corporate documents for LCMC Health:

Entity	Corporate Document	Number
Audubon Retirement Village, Inc.	<ul style="list-style-type: none"> Articles of Incorporation Bylaws 	<ul style="list-style-type: none"> A-000001 A-000007
Children's Hospital	<ul style="list-style-type: none"> Articles of Amendment and Restatement of the Articles of Incorporation Amended and Restated Bylaws 	<ul style="list-style-type: none"> A-000013 A-000020
Children's Hospital Anesthesia Corporation d/b/a LCMC Health Anesthesia Corporation	<ul style="list-style-type: none"> Amended and Restated Articles of Incorporation and Amendment to Article Two of the Amended and Restated Articles of Incorporation Third Amended and Restated Bylaws 	<ul style="list-style-type: none"> A-000039 A-000046
Children's Hospital Medical Practice Corporation d/b/a Children's Pediatrics	<ul style="list-style-type: none"> Articles of Incorporation and Amendment Bylaws 	<ul style="list-style-type: none"> A-000052 A-000059
Community Services Collaborative, LLC	<ul style="list-style-type: none"> Partnership Registration Partnership Agreement 	<ul style="list-style-type: none"> A-000072 A-000073
Crescent City Physicians, Inc.	<ul style="list-style-type: none"> Articles of Incorporation Bylaws 	<ul style="list-style-type: none"> A-000086 A-000093
Crescent City Surgical Centre Operating Company, L.L.C.	<ul style="list-style-type: none"> Articles of Organization Second Amended and Restated Operating Agreement 	<ul style="list-style-type: none"> A-000101 A-000106
East Jefferson Surgery Center, L.L.C. / East Jefferson Ambulatory Surgery Center, L.L.C.	<ul style="list-style-type: none"> Articles of Organization Operating Agreement 	<ul style="list-style-type: none"> A-000199 A-000202
East Jefferson Physicians Group, L.L.C. (formerly East Jefferson Primary Care, L.L.C.)	<ul style="list-style-type: none"> Articles of Organization Amended Operating Agreement 	<ul style="list-style-type: none"> A-000256 A-000259
East Jefferson Radiation Oncology, L.L.C.	<ul style="list-style-type: none"> Articles of Organization Operating Agreement 	<ul style="list-style-type: none"> A-000263 A-000267
Gulf South Quality Network – New Orleans, L.L.C.	<ul style="list-style-type: none"> Articles of Organization and Amendment 	<ul style="list-style-type: none"> A-000285

	<ul style="list-style-type: none"> • Second Amended and Restated Operating Agreement 	<ul style="list-style-type: none"> • A-000289
LCMC Health Clinical Services, LLC d/b/a NOLA Physician Group	<ul style="list-style-type: none"> • Articles of Organization • Company Agreement 	<ul style="list-style-type: none"> • A-000320 • A-000322
LCMC Health Clinical Support, LLC	<ul style="list-style-type: none"> • Articles of Organization • Operating Agreement 	<ul style="list-style-type: none"> • A-000336 • A-000338
LCMC Health Holdings, Inc. d/b/a East Jefferson General Hospital	<ul style="list-style-type: none"> • Articles of Incorporation • Amended and Restated Bylaws 	<ul style="list-style-type: none"> • A-000350 • A-000355
LCMC Health Pharmacy Services, LLC	<ul style="list-style-type: none"> • Articles of Organization • Operating Agreement 	<ul style="list-style-type: none"> • A-000375 • A-000377
LCMC Healthcare Partners, LLC	<ul style="list-style-type: none"> • Articles of Organization • Amended and Restated Operating Agreement 	<ul style="list-style-type: none"> • A-000389 • A-000391
LCMC Urgent Care, LLC	<ul style="list-style-type: none"> • Certificate of Formation • Operating Agreement and First Amendment 	<ul style="list-style-type: none"> • A-000400 • A-000401
LHP Accountable Care, LLC	<ul style="list-style-type: none"> • Articles of Organization • Operating Agreement 	<ul style="list-style-type: none"> • A-000453 • A-000455
Louisiana Children's Medical Center	<ul style="list-style-type: none"> • Articles of Incorporation • Amended and Restated Bylaws 	<ul style="list-style-type: none"> • A-000466 • A-000473
Metairie Physician Services, Inc.	<ul style="list-style-type: none"> • Third Amended and Restated Articles of Incorporation • Second Amended and Restated Bylaws 	<ul style="list-style-type: none"> • A-000487 • A-000492
New Orleans Clinical Services, LLC	<ul style="list-style-type: none"> • Articles of Organization • Company Agreement 	<ul style="list-style-type: none"> • A-000499 • A-000501
New Orleans Physician Services, Inc.	<ul style="list-style-type: none"> • Articles of Incorporation • Second Amended and Restated Bylaws 	<ul style="list-style-type: none"> • A-000515 • A-000518
TIJV, L.L.C.	<ul style="list-style-type: none"> • Articles of Organization • Amended and Restated Operating Agreement and First Amendment 	<ul style="list-style-type: none"> • A-000531 • A-000535
Touro Infirmary	<ul style="list-style-type: none"> • Articles of Incorporation • Amended and Restated Bylaws 	<ul style="list-style-type: none"> • A-000573 • A-000579
Touro Infirmary Foundation	<ul style="list-style-type: none"> • Articles of Incorporation • Amended and Restated Bylaws 	<ul style="list-style-type: none"> • A-000601 • A-000623
University Medical Center Management Corporation d/b/a	<ul style="list-style-type: none"> • Restated Articles of Incorporation • Amended and Restated Bylaws 	<ul style="list-style-type: none"> • A-000637 • A-000648

University Medical Center New Orleans		
West Jefferson Holdings, LLC d/b/a West Jefferson Medical Center	<ul style="list-style-type: none"> Articles of Organization Second Amended and Restated Operating Agreement 	<ul style="list-style-type: none"> A-000673 A-000677
West Jefferson Industrial Medicine, L.L.C.	<ul style="list-style-type: none"> Articles of Organization Operating Agreement 	<ul style="list-style-type: none"> A-000699 A-000701
West Jefferson MRI, L.L.C.	<ul style="list-style-type: none"> Articles of Organization Operating Agreement and First Amendment 	<ul style="list-style-type: none"> A-000766 A-000769
Woldenberg Village, Inc.	<ul style="list-style-type: none"> Second Amended and Restated Articles of Incorporation Amended and Restated Bylaws 	<ul style="list-style-type: none"> A-000805 A-000825

Attached as **Appendix A – Tulane** are the following corporate documents for Tulane:

Entity	Corporate Document	Number
The Administrators of the Tulane Educational Fund	<ul style="list-style-type: none"> • Charter • Bylaws 	<ul style="list-style-type: none"> • A-000833 • A-000836
University Healthcare System, L.C.	<ul style="list-style-type: none"> • Articles of Organization • Amended and Restated Operating Agreement and Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment 	<ul style="list-style-type: none"> • A-000846 • A-000848
Howard Memorial Library Association	<ul style="list-style-type: none"> • Act of Incorporation • Bylaws 	<ul style="list-style-type: none"> • A-000932 • A-000940
Olive and Blue Insurance Company, Ltd.	<ul style="list-style-type: none"> • Articles of Association • Memorandum of Association 	<ul style="list-style-type: none"> • A-000943 • A-000982
Riversphere One, L.L.C.	<ul style="list-style-type: none"> • Articles of Organization • Operating Agreement 	<ul style="list-style-type: none"> • A-000985 • A-000986
Riversphere Two, L.L.C.	<ul style="list-style-type: none"> • Articles of Organization • Operating Agreement 	<ul style="list-style-type: none"> • A-000987 • A-000988
Square 245, L.L.C.	<ul style="list-style-type: none"> • Articles of Organization • Operating Agreement 	<ul style="list-style-type: none"> • A-000989 • A-000990
Tulane Cary Land, LLC	<ul style="list-style-type: none"> • Articles of Organization • Operating Agreement 	<ul style="list-style-type: none"> • A-000993 • A-000995
Tulane Cary Royalty Interests, LLC	<ul style="list-style-type: none"> • Articles of Organization • Operating Agreement 	<ul style="list-style-type: none"> • A-001003 • A-001005
Tulane Cary Working Interests, LLC	<ul style="list-style-type: none"> • Articles of Organization • Operating Agreement 	<ul style="list-style-type: none"> • A-001013 • A-001015
Tulane International, LLC	<ul style="list-style-type: none"> • Certificate of Formation • Limited Liability Company Agreement 	<ul style="list-style-type: none"> • A-001023 • A-001025
Tulane Law Review Association	<ul style="list-style-type: none"> • Charter • Bylaws 	<ul style="list-style-type: none"> • A-001029 • A-001038
Tulane Living Well, LLC (Formerly Tulane University Physician Organization, L.L.C.)	<ul style="list-style-type: none"> • Amended and Restated Articles of Organization • Operating Agreement 	<ul style="list-style-type: none"> • A-001053 • A-001057
Tulane Murphy Foundation, Inc.	<ul style="list-style-type: none"> • Amended, Restated and Superseding Articles of Incorporation • Amended and Restated Bylaws 	<ul style="list-style-type: none"> • A-001076 • A-001087

Tulane Pharmacy LLC	<ul style="list-style-type: none"> Articles of Organization Operating Agreement 	<ul style="list-style-type: none"> A-001097 A-001099
Warwick Apartments, Inc.	<ul style="list-style-type: none"> Articles of Incorporation Bylaws 	<ul style="list-style-type: none"> A-001119 A-001123

Attached as **Appendix A – HCA** are the following corporate documents for Columbia/HCA of New Orleans, Inc., Medical Center of Baton Rouge, Inc., and Columbia Healthcare System of Louisiana, Inc.:

Entity	Corporate Document	Number
Columbia/HCA of New Orleans, Inc.	<ul style="list-style-type: none"> Articles of Incorporation Bylaws 	<ul style="list-style-type: none"> A-001144 A-001146
Columbia Healthcare System of Louisiana, Inc.	<ul style="list-style-type: none"> Articles of Incorporation Bylaws 	<ul style="list-style-type: none"> A-001154 A-001157
HCA Inc.	<ul style="list-style-type: none"> Amended and Restated Certificate of Incorporation Amended and Restated Bylaws 	<ul style="list-style-type: none"> A-001165 A-001169
Medical Center of Baton Rouge, Inc.	<ul style="list-style-type: none"> Articles of Incorporation Bylaws 	<ul style="list-style-type: none"> A-001177 A-001181
Center for Digestive Diseases, LLC	<ul style="list-style-type: none"> Articles of Organization Operating Agreement 	<ul style="list-style-type: none"> A-001183 A-001184
Lakeside Women's Services, LLC	<ul style="list-style-type: none"> Articles of Organization Operating Agreement 	<ul style="list-style-type: none"> A-001194 A-001197
Lakeview Cardiology Specialists, LLC	<ul style="list-style-type: none"> Articles of Organization Operating Agreement 	<ul style="list-style-type: none"> A-001207 A-001208
Lakeview Regional Physician Group, LLC	<ul style="list-style-type: none"> Articles of Organization Amended and Restated Operating Agreement 	<ul style="list-style-type: none"> A-001217 A-001220
Metairie Primary Care Associates, LLC	<ul style="list-style-type: none"> Articles of Organization Operating Agreement 	<ul style="list-style-type: none"> A-001230 A-001231
Tchefuncte Cardiology Associates – Lakeview, LLC	<ul style="list-style-type: none"> Articles of Organization Operating Agreement 	<ul style="list-style-type: none"> A-001241 A-001242
TUHC Anesthesiology Group, LLC	<ul style="list-style-type: none"> Articles of Organization Limited Liability Company Agreement 	<ul style="list-style-type: none"> A-001251 A-001252
TUHC Hospitalist Group, LLC	<ul style="list-style-type: none"> Articles of Organization Operating Agreement 	<ul style="list-style-type: none"> A-001262 A-001263
TUHC Physician Group, LLC	<ul style="list-style-type: none"> Articles of Organization Limited Liability Company Agreement 	<ul style="list-style-type: none"> A-001273 A-001276

TUHC Primary Care and Pediatrics Group, LLC	<ul style="list-style-type: none"> Articles of Organization Limited Liability Company Agreement 	<ul style="list-style-type: none"> A-001286 A-001287
TUHC Radiology Group, LLC	<ul style="list-style-type: none"> Articles of Organization Amended & Restated Operating Agreement 	<ul style="list-style-type: none"> A-001297 A-001298
Tulane Clinic, LLC	<ul style="list-style-type: none"> Articles of Organization Amended & Restated Operating Agreement 	<ul style="list-style-type: none"> A-001303 A-001304
Tulane Professionals Management, LLC	<ul style="list-style-type: none"> Articles of Organization Limited Liability Company Agreement 	<ul style="list-style-type: none"> A-001309 A-001310
Uptown Primary Care Associates, LLC	<ul style="list-style-type: none"> Articles of Organization Operating Agreement 	<ul style="list-style-type: none"> A-001319 A-001321
University Healthcare System, L.C.	<ul style="list-style-type: none"> Articles of Organization Amended and Restated Operating Agreement and Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment 	<ul style="list-style-type: none"> A-000846 A-000848

Appendix B: Description of Proposed Agreement

[This Item contains proprietary, competitively sensitive information redacted from the public version.]

- 5(a). *A list of any services or products that are the subject of the proposed agreement or transaction;B-3*
- 5(b). *A description of any consideration passing to any person under the agreement or transaction, including the amount, nature, source, and recipient;B-10*
- 5(c). *A description of each party's contribution of capital, equipment, labor, services, or other value to the transaction, if any;B-10*
- 5(d). *Identification of any other services or products that are reasonably likely to be affected by the proposed agreement or transaction;B-13*
- 5(e). *A description of the geographic territory involved in the proposed agreement or transaction;B-18*
- 5(f). *If the geographic territory described in item (e) is different from the territory in which the applicants have engaged in the type of business at issue over the last five years, a description of how and why the geographic territory differs;B-18*
- 5(g). *Identification of all products or services that a substantial share of consumers would consider substitutes for any service or product that is the subject of the proposed agreement or transaction;B-21*
- 5(h). *Identification of whether any services or products of the proposed agreement or transaction are currently being offered, capable of being offered, utilized, or capable of being utilized by other providers or purchasers in the geographic territory described in item (e);B-22*
- 5(i). *Identification of the steps necessary, under current market and regulatory conditions, for other parties to enter the territory described in item (e) and compete with the applicants;B-41*
- 5(j). *A detailed explanation of the projected effects, including expected volume, change in price, and increased revenue, of the agreement or transaction on each party's current businesses, both generally as well as the aspects of the business directly involved in the proposed agreement or transaction;B-45*
- 5(k). *Each entity's estimate of their respective present market shares and that of others affected by the proposed agreement or transaction, and projected market shares after implementation of the proposed agreement or transaction;B-47*
- 5(l). *Identification of business plans, reports, studies, or other documents that discuss each entity's projected performance in the market, business strategies, competitive analyses and financial projections, including any*

documents prepared in anticipation of the cooperative agreement, merger or consolidation, as well as those prepared prior to contemplation of the transaction;B-51

5(m). A description of each entity’s performance goals, including quantitative standards for achieving the objectives:B-52

5(n). A description of how the anticipated efficiencies, cost savings and other benefits from the transaction will be passed on to the consumers of health care services;B-66

5(o). A description of the net efficiencies likely to result from the transaction, including an analysis of anticipated cost savings resulting from the transaction and the increased costs associated with the transaction;B-69

5(q). A description of why the anticipated cost savings, efficiencies and other benefits from the transaction are not likely to result from existing competitive forces in the market;B-69

5(p). A statement of whether competition among health care providers or health care facilities will be reduced as a result of the proposed agreement or transaction; whether there will be adverse impact on quality, availability, or cost of health care; whether the projected levels of cost, access to health care, or quality of health care could be achieved in the existing market without the proposed agreement or transaction; and, for each of the above, an explanation of why or why not;B-72

5(a). A list of any services or products that are the subject of the proposed agreement or transaction;

Response to Specification 5(a):

The Entities

1. LCMC Health

LCMC Health is a non-profit, community-based health system based in New Orleans, Louisiana. LCMC Health was founded as Louisiana’s first freestanding children’s hospital and has grown into a health care system built to serve the unique needs of communities and families across New Orleans, the Gulf Coast, and beyond. With a total of 1,862 beds, over 2,700 physicians and providers, and a family of six hospitals, LCMC Health offers the largest and most comprehensive children’s hospital in Louisiana, a Level I trauma center, cancer center, burn center, and stroke center, among other innovative services. With its focus on providing high-quality health care for every person and parish in Louisiana and beyond, LCMC Health is accredited by The Joint Commission, and recognized by U.S. News and World Report, the American Heart Association, Leapfrog, and other organizations for its high-quality services. LCMC Health has outperformed certain state data for healthcare-associated infections (“HAIs”), as compiled by the Centers for Medicare & Medicaid Services. For example, LCMC Health’s aggregate rate of catheter-associated urinary tract infections (“CAUTI”) (0.569) is significantly lower than the Louisiana average (0.689).⁴ In 2022, *Becker’s Hospital Review* recognized LCMC Health as one of the “150 Top Places to Work in Healthcare” and in 2021, LCMC Health was named to the list of *Forbes’* “Best Employers.” Also in 2021, LCMC Health earned the “Brand of the Year” award from Sprout Social; the “Joy in Medicine” recognition from the American Medical Association; and the “Digital Health Most Wired” recognition from the College of Healthcare Information Management Executives (“CHIME”). *Modern Healthcare* awarded LCMC Health two “Gold” designations—the highest honor in each category—in 2021 for its vaccination campaign and Physician Directory Redesign Project.

LCMC Health has consistently proven itself a committed community health partner. Since its start, when it was formed through the combination of Children’s Hospital and Touro Infirmary (“Touro”), staving off Touro’s financial distress in 2009, LCMC Health has established a proven track record of investing in the strength of individual hospitals. Its role in shaping the landscape of New Orleans communities is shown by its historic partnerships with state and local governments, which have positioned LCMC Health to operate hospitals in underserved communities. For example, in 2012 through 2013, LCMC Health partnered with the State of Louisiana to operate the Interim LSU Hospital and the future University Medical Center New Orleans, following the shuttering of Charity Hospital during Hurricane Katrina. This public-private partnership, along with eight other public-private partnership hospitals in the state, provided a nearly \$2.7 billion boost to the Louisiana budget while reducing emergency room wait times, increasing outpatient

⁴ See Gabrielle Masson, *States Ranked by Healthcare-associated CAUTI Rates*, *Becker’s Hospital Review* (Feb 25, 2022), <https://www.beckershospitalreview.com/infection-control/states-ranked-by-healthcare-associated-cauti-rates.html>.

visits, eliminating waiting lists for prescriptions and primary care, and expanding specialty services.⁵

LCMC Health also has a strong track record of successfully partnering with academic institutions to provide world-class health care services and training, as demonstrated by its decades-long partnership with Louisiana State University (“LSU”). Through its partnerships with LSU and other universities, thousands of medical, dentistry, nursing, and allied health students train in LCMC Health hospitals every year. LCMC Health employs more LSU faculty as medical staff than any system in the state, [REDACTED]

Most recently, LCMC Health committed \$75 million to LSU over the next five years for cancer research and treatment for patients and revolutionary STEM education programs for future health care professionals. As LSU’s lead clinical partner in the vision for ascending the LCMC Health/LSU Cancer Center to a National Cancer Institute (“NCI”)-Designated Cancer Center, LCMC Health aims to develop world-class, multidisciplinary cancer care and clinical research programs driven toward earning NCI designation for Louisiana. The investment will help transform health care in the region by offering enhanced care and access for cancer patients and additional resources and training for students.⁶ As evidenced by such commitments, LCMC Health is dedicated to playing a vital role in employing and training the next generation of Louisiana health care professionals.

LCMC Health’s commitment is further demonstrated through its capital investments of more than [REDACTED] across the LCMC Health system over the past five years. LCMC Health is dedicated to offering care broadly, with special emphasis on underserved communities, and its proposed relationship with Tulane University will expand its ability to do so.

Today, LCMC Health offers six hospital locations that provide a continuum of care to the families of the Gulf South region and beyond:

- **Children’s Hospital New Orleans (“Children’s Hospital”).** Founded in 1955 and located in New Orleans, Children’s Hospital is a 257-bed, not-for-profit, Magnet-certified pediatric academic medical center offering over 40 pediatric specialties for infants, children, and adolescents from Louisiana’s 64 parishes, nearly every U.S. state, and nine countries. Children’s Hospital is Louisiana’s first and only full-service hospital operated exclusively for children and provides training opportunities for both LSU and Tulane University. In 2022, Children’s Hospital was recognized as a Best Children’s Hospital by *U.S. News & World Report*. Children’s Hospital provides

⁵ See Loren C. Scott & Associates, Inc., *Measuring the Economic Impact of Privatizing Louisiana’s Public Hospital System*, (Mar. 2017), https://www.lcmchealth.org/sub/59170/documents/PPP_Economic_Impact_2017.pdf; *New Report Shows Public-Private Partnership Hospitals Have \$2.7 Billion State Budget Boost*, LCMC Health (Apr. 8, 2017), <https://www.lcmchealth.org/university-medical-center-new-orleans/blog/2017/april/new-report-shows-public-private-partnership-hosp/>.

⁶ *LCMC Health Partners with LSU for Historic Investment in Cancer Care and Educational Programs*, LCMC Health (Feb. 17, 2022), <https://www.lcmchealth.org/blog/2022/february/lcmc-health-partners-with-lsu-for-historic-inves/>.

inpatient services in all pediatric, medical, surgical, and psychiatric subspecialties with a staff of more than 600 pediatric providers, and provides outpatient services in more than 50 subspecialties. Children's Hospital also provides a large array of community benefit and wellness programs, including research activities and special programs for the handicapped and medically underserved. Between 2019 and 2021, nearly 73% of patients served at Children's Hospital were Medicaid patients.

In 2017, Children's Hospital broke ground on the most significant expansion project in the hospital's history: a new medical tower with expanded cancer, emergency, cardiac intensive care, and surgical centers, along with a freestanding behavioral health center. This \$300 million investment brought together infrastructure, technology, and unmatched expertise to deliver health care for Louisiana's children.

Children's Hospital has been recognized for offering unparalleled educational enhancement, innovation, and improved access to high quality pediatric health care.

- **East Jefferson General Hospital ("EJGH").** EJGH is a 407-bed community hospital located in Metairie, Louisiana. Founded in 1971, EJGH has deep roots in Jefferson Parish. LCMC Health committed to investing \$100 million over a five-year period in EJGH after acquiring EJGH in 2020. EJGH has grown with the East Bank community, offering a breadth of expertise across all areas of care, including brain and spine care; cancer care; heart and vascular care; primary care; orthopedics; surgery; and women's health. EJGH has consistently received awards for quality of care,⁷ including numerous accreditations by The Joint Commission on Accreditation of Healthcare Organizations, as well as Magnet certification from the American Nurses Credentialing Center for a fifth consecutive term. Only 32 organizations out of more than 6,000 in the U.S. have received a fifth designation, and EJGH is the only hospital in Louisiana to receive Magnet certification for five consecutive terms.
- **New Orleans East Hospital ("NOEH").** NOEH is a 50-bed full-service hospital that provides primary and secondary services to the city of New Orleans, including complete surgical, intensive, and stroke care; diagnostic imaging; laboratory; rehabilitation; sports medicine; and emergency care. LCMC Health's partnership at NOEH has secured vital health care services for the surrounding community since its doors opened in 2014. That year, the City of New Orleans agreed with LCMC Health—the only provider organization willing to consider the role—to serve as its partner in operations, bringing NOEH, a full-service hospital, back to New Orleans East for the first time since Hurricane Katrina. Today, NOEH employs over 120 physicians, who are dedicated to improving the health of residents in New Orleans East, Gentilly, St. Bernard, the Lower Ninth Ward, and beyond.

In 2020, NOEH was awarded hospital accreditation from The Joint Commission and a Get with the Guidelines Silver Plus Stroke Quality Award. It has received a Primary Stroke Center certification from The Joint Commission since 2019. In 2017, NOEH

⁷ See the response to Specification 5(m) for more detail.

opened the Rhesa & Alden J. McDonald Jr. and Sue Ellen & Joseph C. Canizaro Diabetes Center offering comprehensive care and support to those affected by diabetes. The hospital has subsequently been recognized by the American Diabetes Association and American Heart Association as a provider of high-quality care.

- **Touro Infirmary (“Touro”).** Touro is a long-standing community-based, not-for-profit hospital located in New Orleans. Providing 360 inpatient beds and employing 387 physicians, Touro has served the New Orleans community for over 169 years, offering a full suite of primary and specialty services, including women’s health, surgery, intensive care, skilled nursing inpatient services, inpatient and outpatient rehabilitation services, emergency care, and specialized care through its Woldenberg Village retirement community. As one of Louisiana’s busiest delivery hospitals, with over 2,500 deliveries in 2021, the Family Birthing Center at Touro is equipped with private labor/delivery and postpartum suites, acute neonatal intensive care services, and a comprehensive infant security system. In 2009, Touro and Children’s Hospital formed LCMC Health.

Touro has garnered a number of quality awards and certifications, including a rank of #1 on Newsweek’s list of America’s Best Physical Rehabilitation Centers and The Joint Commission’s Gold Seal of Approval for Chest Pain Certification and Advanced Certification for primary Stroke Centers. The Commission on Accreditation of Rehabilitation Facilities (“CARF”) has also accredited Touro for several programs, including Comprehensive Integrated Inpatient Rehabilitation; Spinal Cord System of Care; Brain Injury Rehabilitation; Stroke Specialty; Amputation; and Cancer Rehabilitation.

- **University Medical Center New Orleans.** University Medical Center New Orleans is an academic medical center located in downtown New Orleans, as well as a public-private partnership with the State of Louisiana with a commitment to provide care to uninsured, high-risk Medicaid patients. With 446 inpatient beds, almost 3,000 full-time employees, 5 trauma rooms, 19 surgical suites, 60 behavioral health beds, and 2.3 million square feet for health care services, the hospital provides exceptional patient-centered care and a world-class academic experience through advanced research, leading technology, and innovation. From expert primary care and the widest variety of specialty care to cutting edge emergency care and a Level 1 Trauma Center, University Medical Center New Orleans offers the area the widest breadth of health care services. In conjunction with its research partners, including the Tulane University School of Medicine, University Medical Center New Orleans is home to the Avery C. Alexander Academic Research Hospital and the largest training center for health care professionals in Louisiana. It seeks to become a leading world-class academic medical center and the destination of choice for exceptional health care. In 2021, University Medical Center New Orleans launched a second \$6.2 million linear accelerator machine in the Cancer Center. The LCMC Health/LSU Cancer Center seeks to develop into a distinguished center for cancer treatment in the heart of Louisiana.

University Medical Center New Orleans has earned several prestigious awards, including, for example, The Joint Commission's Gold Seal of Approval, a symbol of quality that reflects an organization's commitment to providing safe and effective patient care, and the American Heart Association/American Stroke Association Target: Stroke Honor Roll Gold Plus Quality Achievement Award. The hospital also hosts an Advanced Primary Stroke Center; an accredited Center of Comprehensive Care for Pulmonary Hypertension; The Joint Commission-certified Primary Stroke Center; and American Burn Association-verified Burn Center. The Infectious Diseases Society of America has designated the hospital as an Antimicrobial Stewardship Center of Excellence, recognizing the hospital's achievement in meeting standards for responsible antimicrobial use.

- **West Jefferson Medical Center ("WJMC").** WJMC operates a 377-bed hospital located in Marrero, Louisiana. In 2015, through an agreement with Jefferson Parish, WJMC joined the LCMC Health system. At a time that WJMC was facing significant financial challenges, LCMC Health stepped in to provide financial stability and capital investment to modernize the facility and clinical capabilities, including committing to funding \$340 million in capital improvements. Today, with over 1,460 employees, including 471 physicians, WJMC provides general acute care, clinical care, and other health care operations at several locations in the region. Its specialties include brain and spine care; cancer care; ear, nose and throat care; emergency care; gastrointestinal care; women's health; general surgery; heart and vascular care; orthopedics; respiratory care; urology; and more.

WJMC has been recognized repeatedly by national and state organizations that measure quality and excellence in clinical care. In 2020 and 2021, WJMC was awarded Healthgrades Patient Safety Excellent Award. In 2019, WJMC was named by Healthgrades one of America's 250 Best Hospital; achieved an "A" Leapfrog Hospital Safety Grade; and was recognized by Blue Cross and Blue Shield for Louisiana as providing higher quality Bariatric Surgery and Maternity Care. That same year, WJMC also earned The Joint Commission's Gold Seal of Approval and the American Heart Association/American Stroke Association's Advanced Certification for Comprehensive Stroke Centers. WJMC has achieved a Level 2 Geriatric Emergency Department Accreditation.

In providing comprehensive care in the region, LCMC Health also has a series of partnerships and investments, including multi-site urgent care centers through a partnership with Premier Health; partial ownership of Crescent City Surgical Centre; and two retirement and rehabilitation communities, Audubon Retirement Village and Woldenberg Village.

2. HCA-Affiliated Entities

HCA Healthcare, Inc. is a publicly traded, for-profit health system based in Nashville, Tennessee. Columbia/HCA of New Orleans, Inc., Medical Center of Baton Rouge, Inc., Columbia Healthcare System of Louisiana, Inc., and HCA Inc. are the parties to the Unit Purchase Agreement and are affiliates of HCA Healthcare, Inc. (such affiliates collectively referred to herein as "HCA").

University Healthcare System, L.C. (“UHS”) is a multi-hospital system that serves as the primary health system partner of Tulane. UHS operates Tulane University Medical Center, Tulane Lakeside Hospital, and Lakeview Regional Medical Center (collectively, the “UHS Hospitals”). UHS is a joint venture between Tulane and affiliates of HCA Healthcare, Inc., Columbia/HCA of New Orleans, Inc. and Medical Center of Baton Rouge, Inc., which hold a majority stake in UHS. UHS offers nationally renowned and award-winning medical research capabilities, and is a vital institution for serving patients in New Orleans and the surrounding communities.

3. Tulane

Tulane School of Medicine is the medical school of Tulane, a top-ranked university and research institution located in New Orleans, Louisiana. The Tulane School of Medicine began as a medical college in 1834, and has grown into one of the foremost research universities in the country. The Tulane School of Medicine is one of the oldest medical universities in the South and represents a vital medical education resource for the region. The Tulane School of Medicine provides training and clinical oversight to the three UHS facilities described below.

This transaction involves the following UHS Hospitals:

- **Tulane University Medical Center (“TUMC”).** TUMC is Tulane’s current academic center based in downtown New Orleans. An acclaimed teaching, research, and medical facility serving the greater New Orleans area, TUMC has served patients in New Orleans and beyond since 1976. With 235 beds, TUMC offers primary, secondary, and tertiary care through 26 UHS clinics across seven locations and several centers, including the Tulane Abdominal Transplant Center, Cancer Center, Center for Wound Healing, Hernia Center, and Cardiovascular Institute. In 2021, TUMC had almost 7,000 discharges.
- **Tulane Lakeside Hospital (“Tulane Lakeside”).** Tulane Lakeside is located in Metairie, Louisiana. Since 1964, Tulane Lakeside has delivered more than 100,000 babies and today emphasizes women’s health services, as well as ambulatory surgery, orthopedic surgery, and neonatal care. Its 121-bed hospital is home to Tulane Breast Health Center, a surgical center, and a Level III neonatal intensive care unit. In 2021, Tulane Lakeside had almost 2,650 discharges.
- **Lakeview Regional Medical Center (“Lakeview”).** Lakeview is a 167-bed, full-service, acute-care hospital offering medical care throughout St. Tammany Parish. Located in Covington, Louisiana, Lakeview delivers a variety of inpatient and outpatient services to Louisiana’s Northshore region, including nationally recognized heart and stroke care, diabetes care, orthopedic services, outpatient rehabilitation services, women’s and senior care, award-winning behavioral health services, and a comprehensive range of outpatient services. Its emergency department is the only Level II trauma center in St. Tammany Parish. In 2021, Lakeview had over 7,000 discharges.

Description of the Transaction

On January 14, 2022, LCMC Health and Tulane signed a letter of intent⁸ to enter a transaction involving a long term academic and clinical affiliation, which contemplated that HCA will transfer its ownership interest in UHS to Tulane and LCMC Health will then acquire the membership interests of UHS from Tulane to become the sole member of UHS (the “Transaction”).⁹ UHS, including the three UHS Hospitals described above, will become a locally operated, not-for-profit entity as a part of the broader not-for-profit LCMC Health organization.

As outlined in the Academic Affiliation Agreement, Membership Interest Transfer Agreement, and Unit Purchase Agreement,¹⁰ LCMC Health, Tulane, and HCA will enter into a series of financial arrangements, commitments, and investments to support the goals of the Transaction.¹¹ Specifically, to allow for an academic affiliation between LCMC Health and Tulane under the Academic Affiliation Agreement, two prior agreements will be executed to convey the ownership interests in UHS from HCA to LCMC Health. First, through the Unit Purchase Agreement, HCA will convey its respective interests in UHS to Tulane. Next, under the Membership Interest Transfer Agreement, and immediately following HCA’s conveyance of its interests to Tulane, Tulane will convey its interests in UHS to LCMC Health. As the sole owner of the UHS Hospitals, LCMC Health will be positioned to enter into an Academic Affiliation Agreement with Tulane to support the goals of the Transaction discussed throughout this Application.

Post-Transaction, the Parties will be better positioned to provide access to enhanced clinical services and high-quality health care to patients residing in the New Orleans region and throughout the entire state of Louisiana. The Parties have the unique opportunity to create a world-class, destination academic health system that advances and delivers health care services for all patients of Louisiana. LCMC Health and Tulane will remain steadfast in their commitment to restoring and improving the combined health care system to provide patients with much needed health care services.

⁸ Attached as Appendix G.

⁹

[REDACTED] EJGH will become a premier, destination academic medical center in Jefferson Parish while the Parties bolster University Medical Center New Orleans’ downtown operations and relocate certain academic specialty care from TUMC to EJGH.

¹⁰ Attached as Appendix D.

¹¹ See the response to Specifications 5(b) and 5(c) for more detail.

5(b). A description of any consideration passing to any person under the agreement or transaction, including the amount, nature, source, and recipient;

5(c). A description of each party's contribution of capital, equipment, labor, services, or other value to the transaction, if any;

Response to Specifications 5(b) and 5(c):

The Transaction will empower LCMC Health and Tulane to leverage each other's strengths, drive greater collaboration, and promote the delivery of quality health care in the New Orleans region.

A primary driver of the Transaction is the Parties' shared desire to invest in the future of health care in the community and increase the quality of and access to academic medicine. The Parties intend to anchor this effort in two ways: first, by enhancing services at University Medical Center New Orleans to serve Orleans Parish; and second, by establishing a new, premier academic medical center and a leading teaching institution in Jefferson Parish. The Parties believe these efforts will advance health care services in the greater New Orleans area by combining clinical service offerings and, through a newly established academic medical center, supporting additional medical training, recruitment, and retention of high-caliber clinicians.

Further, LCMC Health and Tulane currently engage in a significant amount of medical research, with Tulane alone spending approximately \$230 million on research. Additionally, LCMC Health, for example, currently supports research "across the biomedical spectrum, from lab-based science and translational research to clinical trials in all major disease areas."¹² Tulane also conducts an array of medical research,¹³ including supporting its Clinical Trials Cooperative Core Laboratory that provides "specialized services to investigators who conduct basic, translational, and clinical research."¹⁴ Together, the Parties will be able to collaborate in further research endeavors, such as combined clinical trials, to push the boundaries of medical practice to provide patients and students access to enhanced health care services.

To effectuate the Transaction, as more specifically described in the Unit Purchase Agreement, [REDACTED]

[REDACTED] will be paid to HCA at the closing as consideration for the Transaction under the Agreement. Beyond these payments, LCMC Health and Tulane will also collectively contribute substantial capital, equipment, labor, and services to accomplish their goals and enable significant benefits from the Transaction. LCMC Health will enter into a series of ongoing financial arrangements with Tulane, including a commitment to provide at least \$220 million in

¹² *Medical Research*, LCMC Health, <https://lcmchealth.org/university-medical-center-new-orleans/academic-medical-center/medical-research/>.

¹³ *Research*, Tulane University School of Medicine, <https://medicine.tulane.edu/research>.

¹⁴ *CTC Core Laboratory*, Tulane University School of Medicine, <https://medicine.tulane.edu/research/ctc-core-laboratory>.

capital investments to EJGH, Tulane Lakeside, and Lakeview in the first five years following the close of the Transaction.

The Parties intend to focus these investments on improving physical clinical space and enhancing the academic capabilities required to establish a premier academic medical center in Jefferson Parish. The Parties will transition or relocate advanced clinical services currently provided at TUMC to EJGH, including services not currently offered at EJGH. As described above, the Parties intend to fund at least \$220 million worth of initial capital improvements at EJGH, Tulane Lakeside, and Lakeview to increase capacity for higher acuity patients, expand space for teaching requirements, and modernize facility infrastructure. These funds will be used to update equipment, expand critical care assets [REDACTED] add specialty care units [REDACTED] improve procedural space, and promote strategic investments.

Beyond the initial capital commitment of at least \$220 million, LCMC Health plans to invest [REDACTED] to expand its Electronic Medical Records (“EMR”) system, the Epic platform, to Tulane Lakeside and Lakeview. Using a unified EMR system enables physicians to transition care seamlessly across facilities and allows patients to more easily access clinicians through their Epic MyChart patient portal, to the benefit of patients throughout the greater New Orleans area, including on the Northshore.¹⁵

In addition, LCMC Health has also committed to support Tulane’s academic health care mission. Examples of these academic support areas will include:

- **Academic Support:** Academic funding to support the Tulane School of Medicine’s goal of delivering the highest quality patient care and preparing the next generation of distinguished clinical and scientific leaders, including annual mission support payments. Tulane plans to use the funds for clinical, research, and academic purposes. LCMC Health will also provide sufficient administrative, personnel, facility, and equipment support for Tulane’s undergraduate and graduate medical education teaching programs. In turn, the improvements will aid the Parties’ ability to recruit and retain medical students, medical residents, Tulane medical school faculty, physicians, and other health care providers.
- **Clinical Services:** Annual funding to support clinical and lab services, faculty support, and recruitment at EJGH, TUMC, Tulane Lakeside, and Lakeview. The funding commitment and the Parties’ combined clinical service offerings will further advance providers’ clinical capabilities, improve health care quality, and create a practice environment that attracts and retains talent.
- **Payment for Residents and Fellows:** Annual funding of the actual cost of all salaries, benefits, and reasonable expenses for Residents and Fellows providing services at TUMC, Tulane Lakeside, and Lakeview.

¹⁵ See the response to Specification 5(m) for more detail.

PUBLIC REDACTED VERSION

Through the Transaction, LCMC Health and Tulane are focused on investing in the future of health care in New Orleans and beyond. LCMC Health and Tulane believe that combining their capabilities will enable the Parties to promote a shared community-oriented mission to drive quality health care for all patients in Louisiana.

5(d). Identification of any other services or products that are reasonably likely to be affected by the proposed agreement or transaction;

Response to Specification 5(d):

The Transaction brings together two mission-driven, local organizations with one shared goal—preserving and expanding access to high-quality, personalized health care throughout the greater New Orleans community.

LCMC Health and Tulane intend to combine resources to address the health care needs of patients in the greater New Orleans area and throughout Louisiana. The social determinants of health—the conditions in the environments where people are born, live, learn, work, play, worship, and age, which contribute to wide health disparities and inequities—present difficult challenges to improving the health of patients in the region.¹⁶ Post-Transaction, the combined system will be better equipped to address these health issues by providing increased access to enhanced clinical services, as discussed throughout this Application.¹⁷

1. Developing EJGH as a premier academic medical center.

As described in the response to Specifications 5(b) and 5(c), a sizable portion of LCMC Health’s preliminary \$220 million commitment combined with the Parties’ shared vision will transform EJGH into a premier academic medical center that provides new and enhanced clinical service offerings, as described below.

Clinical relocation and unit improvements – The Parties have a three-pronged approach for enhancing clinical services at EJGH. First, the Parties are exploring establishing new health care service offerings that are not currently provided at EJGH. Second, LCMC Health and Tulane plan to combine the Parties’ existing clinical capabilities, such as neurosurgical services, to provide patients with enhanced capabilities at EJGH. Third, the Parties plan to improve emergency services by modernizing the emergency department at EJGH and combining the Parties’ existing trauma services.

Strategic capital investment – LCMC Health is also planning to invest additional funding to improve facilities by increasing operating room capacity, establishing new intensive care space and specialty care space, and modernizing the emergency department.

Routine capital – The Parties plan to make several other enhanced infrastructure investments at EJGH to create a world-class academic medical center. These efforts would address current facility maintenance issues and also equip the Parties with the resources and infrastructure to support cutting-edge medical research. For example, the Parties will explore purchasing new, high-end equipment, such additional, upgraded robotic surgical systems and a linear accelerator, installing updated inpatient beds, renovating the emergency room, among other strategic facility

¹⁶ See *Social Determinants of Health*, U.S. Department of Health and Human Services, <https://health.gov/healthypeople/priority-areas/social-determinants-health>.

¹⁷ See the response to Specification 5(m) for more detail.

updates. Beyond EJGH, LCMC Health and Tulane also plan to enhance operational capabilities at Tulane Lakeside and Lakeview, including the pre-natal and newborn health care currently provided at Tulane Lakeside, to the benefit of patients throughout the greater New Orleans area, including on the Northshore.

2. Repurposing TUMC to advance medical education, workforce development, clinical research, and health care delivery.

As part of the Transaction, the Parties plan to enhance clinical services in downtown New Orleans and the surrounding communities.

Relocation of clinical services – Importantly, the Parties do not plan to discontinue any services currently provided by LCMC Health or Tulane. Instead, the Parties will transfer several clinical services from TUMC to EJGH and University Medical Center New Orleans, maintaining access to all of the same services and making more efficient use of those locations. Additionally, the Transaction will allow the combined system to add certain tertiary and quaternary medical services that are not currently available at LCMC Health for adults, including kidney and pancreas transplant, liver transplant, and bone marrow and stem cell transplant services. Similarly, specialized oncology services will also be added and/or enhanced, including urologic oncology, neuro-oncology, a comprehensive lung cancer program, and gynecologic oncology services. LCMC Health is committed to ensuring no jobs are lost as a result of the Transaction.

Table 5(d) outlines the services currently offered by the Parties; these services will continue to be offered post-Transaction and will be better coordinated and enhanced through the combined system.

Repurposing current facilities – Tulane is planning to repurpose the existing 600,000 square feet of developed space on which the TUMC facility is located in Orleans Parish. Tulane plans to establish a new Nursing Program in excess of 25,000 square feet, with the goal of graduating approximately 220 new nursing students each year;¹⁸

Tulane is also evaluating a plan to develop a new medical and surgical education and training center that uses advanced technological models and robust video communication platforms to advance physician and patient education and training.

The Parties are also exploring ways to address the nationwide shortage of forensic pathologists burdening coroners' offices.¹⁹ These new and expanded facilities would aid in recruiting and retaining medical school students, residents, faculty, and physicians, as well as high caliber teachers to Orleans Parish.

¹⁸ Louisiana, like many states, faces a significant and persisting shortage of nurses, with thousands of nursing positions currently open in the state. See Sabrina Wilson, *As COVID Cases Increase The Nurses' Shortage Persists*, 7KPLC News (July 20, 2022), <https://www.kplctv.com/2022/07/21/covid-cases-increase-nurses-shortage-persists/>.

¹⁹ See the response to Specification 5(n) for more detail.

Table 5(d): Clinical Services Offered by the Parties

Clinical Service Lines		
Allergy/Immunology	Infectious Diseases	Pediatrics
Anesthesiology	Intensive Care Unit (ICU)	Primary Care
Behavioral Health (Adult & Pediatric)	Intensivists (Pulmonary / CCU ICU)	Psychiatry
Bone Marrow Transplant	Interventional Radiology	Pulmonology
Cardiology	Lab & Imaging Services	Radiation Oncology
Cardiovascular Surgery	Labor & Delivery	Radiation Therapy
Cath Lab	Neonatal Intensive Care Unit (NICU)	Rehabilitation
Dermatology	Neonatology	Rheumatology
Diagnostic Imaging Services	Nephrology	Stroke Program
Electrophysiology	Neurology	Surgery – Bariatrics
Endocrinology	Neurosurgery	Surgery – Critical Care/Trauma
Family Medicine	Nursery	Surgery – General
Gastroenterology	OBGYN	Surgery – Oncology
General Internal Medicine	Ophthalmology	Surgery – Plastics
	Orthopedics	Transplant
Hematology/Oncology	Otolaryngology	Urology
Hospital Medicine	Pathology	Women's Services
Human Genetics	Pediatric Intensive Care Unit (PICU)	

Enhanced medical research capabilities – Tulane's nationally renowned and award-winning medical research capabilities are a vital aspect of serving patients in New Orleans and the surrounding communities. The Transaction allows Tulane to solidify its reputation and advance its campus by investing in additional innovative medical research facilities and capabilities. Tulane and other developers committed approximately [REDACTED] to further develop Tulane's downtown campus, including: (1) the development of the shuttered Charity Hospital facility into a new, cutting-edge research facility, including adding graduate programs and a dedicated research space with the capacity of hosting 600 research personnel on site to further attract and retain clinical talent; (2) redevelopment of 55,000 square feet of lab space in the Tulane School of Medicine building; (3) development of a Tulane residence in the old Warwick Hotel; (4) development of a Tulane police station; (5) development of a 12,000 square foot gym; and (6) repurposing of the TUMC building.

Creating Centers of Excellence – Together, LCMC Health and Tulane can establish several Centers of Excellence. For example:

- The Joint Commission and the American Heart Association have previously recognized the Tulane Stroke Program as a Comprehensive Stroke Center; the Center is one of

only two Joint Commission Certified Comprehensive Stroke Centers in Louisiana, and the only one in Orleans Parish. [REDACTED]

- LCMC Health and Tulane plan to improve the post-Transaction level of quality of cardiac care services [REDACTED]

- [REDACTED]

3. Enhanced recruitment and retention of clinical talent to the community.

Post-Transaction, a destination academic health system that consolidates patient volumes across a single system of care will drive the Parties' ability to attract and retain high caliber specialty physicians. Higher volumes and higher quality physicians will support enhanced clinical services, opportunities for continued medical education, medical research, and development of Centers of Excellence. All of this will ultimately improve quality and access to health care. The significance and effect of combined patient volumes on health care quality, access, and cost is described in more detail in response to Specification 5(m).

Attracting medical students, residents, and fellows – Post-Transaction, Tulane medical students, residents, and fellows will be able to train across a larger health care system and develop clinical proficiency through a larger patient population and expertise in more research and teaching opportunities. Medical students are attracted to a health care system that offers a top-of-the-line clinical experience, combining a high-caliber faculty, wide selection of nationally recognized health care services, mentoring programs, and updated facilities and technology. Further, medical students and residents will be afforded the opportunity to train in an interdisciplinary environment in coordination with the planned Tulane Nursing Program. Additional training opportunities, including in rural care delivery settings, may be provided to residents through the Family Medicine residency program, further expanding training opportunities for medical professionals. Consistent with Tulane's academic mission, the Parties plan to invest in new lecture rooms, clinical research labs, student lounges, and study areas.

Attracting and retaining physicians – The Parties' financial commitment to the establishment of a premier academic health system with combined service lines and enhanced capabilities will allow LCMC Health not only to retain medical students, residents, fellows, and existing practitioners but to attract providers to the broader New Orleans community. The Parties' enhanced suite of clinical support resources, such as an enhanced electronic medical record platform, additional support staff to streamline dictation and charting, continued training and

access to training facilities, and an increased concentration of medical professional peers, are all aimed at enhancing the clinical experience and reducing potential burnout.

* * *

The Parties' post-Transaction efforts to repurpose existing facilities serve their shared goal of improving access to and promoting high-quality health care. Enhanced service lines and a new premier academic medical center reflect LCMC Health and Tulane's shared mission of expanding access to services for patients in New Orleans, the surrounding communities, and beyond.

5(e). A description of the geographic territory involved in the proposed agreement or transaction;

5(f). If the geographic territory described in item (e) is different from the territory in which the applicants have engaged in the type of business at issue over the last five years, a description of how and why the geographic territory differs;

Response to Specifications 5(e) and 5(f):

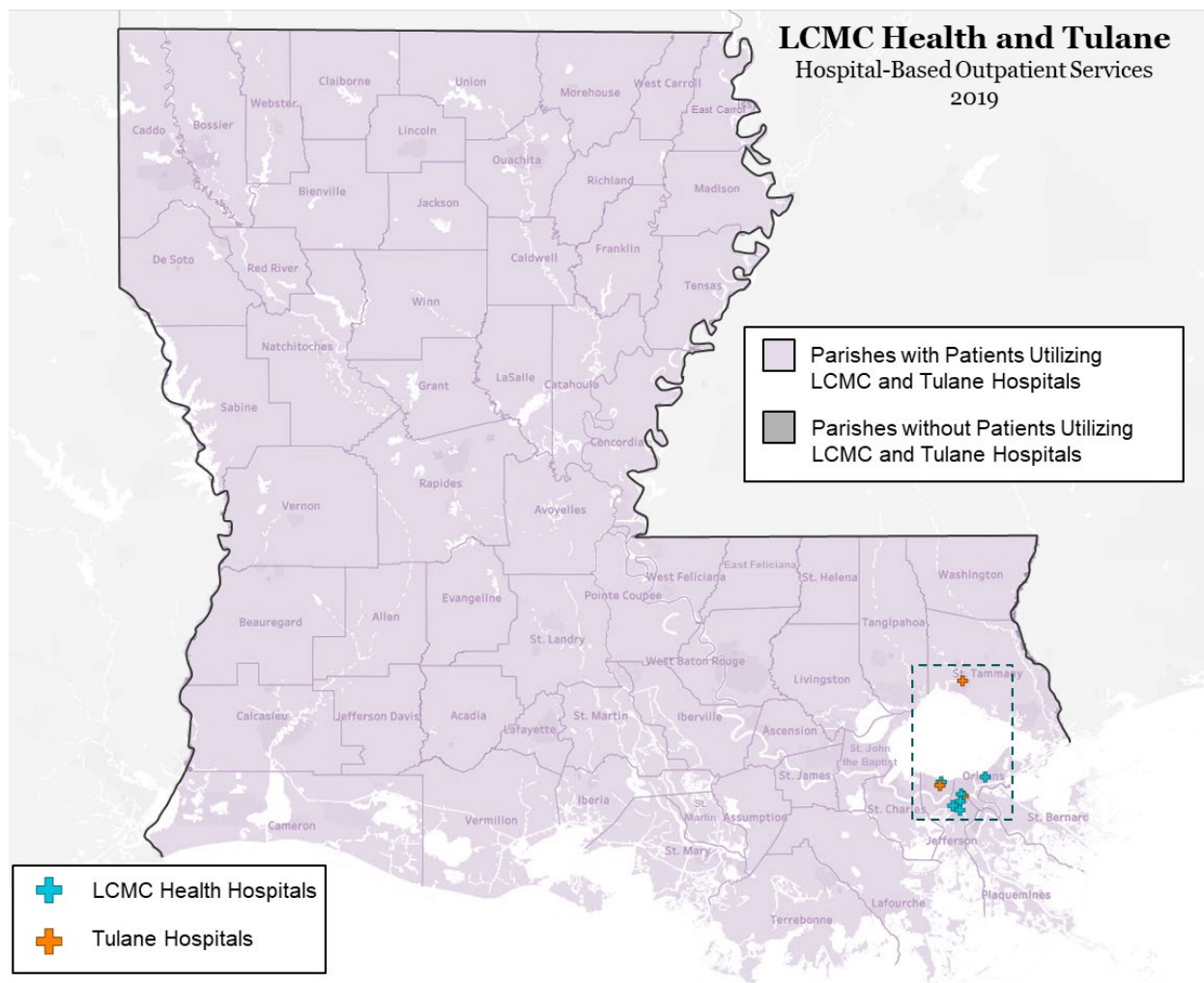
The Parties provide health care services to patients throughout the greater New Orleans region, an area with a population of over 1.2 million people.²⁰ With hospitals in Orleans, Jefferson, and St. Tammany parishes, LCMC Health and the UHS hospitals serve patients in communities throughout Southeast Louisiana, including New Orleans, Metairie, and on the Northshore. The Parties also draw a significant number of patients from the adjoining parishes of St. Bernard, St. Charles, Plaquemines, Lafourche, St. John the Baptist, Tangipahoa, and Washington.

Additionally, the Parties have locations throughout Louisiana, including in Alexandria, Baton Rouge, Covington, Destrehan, Gretna, Harvey, Kenner, Lafayette, Lake Charles, LaPlace, Luling, Marrero, Metairie, Monroe, New Orleans, River Ridge, Slidell, and Terrytown parishes, and beyond. Accordingly, the Parties provide services to patients throughout the state, including at LCMC Health's Children's Hospital Specialty Care centers in Monroe (more than 280 miles from New Orleans in the northern part of the state) and Lake Charles (more than 200 miles from New Orleans in the southwestern part of the state). Post-Transaction, the combined health care system will be better positioned to bridge geographic divides and provide high-quality health care to patients in the surrounding communities and throughout Louisiana.

Thus, the Parties' geographic territories span the state of Louisiana, drawing patients from all 64 parishes for inpatient and outpatient services. Although a sizeable portion of the Parties' patients live in immediate parishes—including Orleans, Jefferson, St. Charles, St. Tammany, and St. Bernard—both LCMC Health and the UHS hospitals also serve many patients residing throughout the entire state. In 2019, for example, the Parties provided inpatient services to patients from 61 out of 64 of Louisiana's parishes and hospital-based outpatient services to patients from all 64 parishes. Over the last five years, this geography has not changed.

As depicted in the maps in **Table 5(e)-1** and **Table 5(e)-2**, LCMC Health and Tulane currently provide health care services to patients from every corner of the state. Post-Transaction, the Parties will be capable of providing high-quality, personalized health care services to patients residing in all parishes in Louisiana.

²⁰ *Population of the New Orleans-Metairie Metro Area in the United States from 2010 to 2021*, Statista, <https://www.statista.com/statistics/815751/new-orleans-metro-area-population/>.

Table 5(e)-2: LCMC Health and Tulane Geographic Area for Hospital-Based Outpatient Visits

5(g). Identification of all products or services that a substantial share of consumers would consider substitutes for any service or product that is the subject of the proposed agreement or transaction;

Response to Specification 5(g):

As outlined in response to Specification 5(d), LCMC Health and Tulane each provide a wide breadth of inpatient and outpatient services across each of the Parties' locations. As discussed in response to Specification 5(h), patients are increasingly comfortable with electing for care in outpatient settings. Patients view outpatient services, such as ambulatory surgery centers, as viable alternatives for treating certain acute conditions.²¹ Thus, both LCMC Health and Tulane will continue to face competition, not only from other inpatient care providers, but also from a growing number of outpatient facilities, as outlined in more detail in response to Specification 5(h).

²¹ Zack Budryk, *Alternatives to Inpatient Stays May Improve Patient Satisfaction*, Fierce Healthcare (Oct. 4, 2016), <https://www.fiercehealthcare.com/healthcare/alternatives-to-inpatient-stays-may-improve-patient-satisfaction> ("As the healthcare industry increasingly tilts in the direction of outpatient services, research shows numerous acute conditions can be treated in outpatient settings at no cost to quality or patient satisfaction.").

5(h). Identification of whether any services or products of the proposed agreement or transaction are currently being offered, capable of being offered, utilized, or capable of being utilized by other providers or purchasers in the geographic territory described in item (e);

Response to Specification 5(h):

1. LCMC Health and Tulane face competition from a number of hospitals, health systems, and other facilities that provide general acute inpatient care and outpatient services in the region.

As detailed below, the services the Parties provide are currently offered to patients in LCMC Health and Tulane's service areas by numerous competing health care providers. Patients from throughout the state of Louisiana receive services at the Parties' hospitals. Therefore, the Parties compete with a vast number of health care providers located throughout the state, beyond those highlighted in this Application. Post-Transaction, the combined health system will continue to face competition from these providers, including large and significant health systems with substantial market share. As the Parties expand services, combine existing resources, and continue to recruit physicians and other health care providers, these providers will spur competition among other inpatient and outpatient facilities in the region.

- (a) LCMC Health and Tulane compete with myriad other inpatient facilities and offsite emergency departments throughout Louisiana.

Many competing providers offer inpatient and outpatient services in the Parties' service areas. Post-Transaction, robust competition for inpatient hospital services will continue from more than 35 other hospitals, listed in **Table 5(h)-1**, located in surrounding parishes. As discussed below, the Parties will continue to compete with large and significant health systems in the region, many of which are expanding and gaining strength.

The Parties also face competition from offsite emergency departments, which are separate facilities that provide emergency services and often provide related ancillary services such as laboratory and pharmacy services. Notably, LCMC Health and Tulane both face competition from offsite emergency departments, including two in Jefferson and St. Tammany Parishes, as listed in **Table 5(h)-2**.

- (b) The combined entity will continue to face competition from other health systems in the region and beyond.

Several large and significant health systems in the region compete vigorously with LCMC Health and Tulane, including Ochsner Health System ("Ochsner") and Franciscan Missionaries of Our Lady Health System. The Parties expect continued competition from these and other large health systems in Louisiana, many of which are undergoing substantial facility and service expansions. For example:

- **Ochsner Health System ("Ochsner").** With 40 hospitals and more than 300 health and urgent care centers in Louisiana and the surrounding region, Ochsner is the largest health care system operating in the state. Its flagship hospital, Ochsner Medical Center,

is a 767-bed acute care hospital located approximately six miles from EJGH, University Medical Center, and TUMC. Ochsner Medical Center has established three Centers of Excellence (Ochsner Cancer Institute, Ochsner Multi-Organ Transplant Center, and Ochsner Heart and Vascular Institute). In 2022, Ochsner earned a Leapfrog Hospital Safety Grade of “A” and Magnet Recognition for Excellence in Nursing Services. Other Ochsner hospitals in the greater New Orleans area include Ochsner Medical Center – Kenner, Ochsner Medical Center – West Bank, Ochsner Medical Center – North Shore, Ochsner Baptist, and Ochsner St. Anne Hospital, among numerous additional hospitals that have partnered with or are managed by Ochsner. For example, on the Northshore, Ochsner has joint operating agreements with Slidell Memorial Hospital, a 223-bed public acute care hospital in Slidell, and St. Tammany Parish Hospital, a 281-bed public acute care hospital in Covington.

In the past few years, Ochsner has expanded through several partnerships, acquisitions, and investments, including a multi-year \$360 million expansion across multiple facilities and major centers.²² For example, in 2016, as part of a \$12.8 million project, Ochsner opened a 20,000-square-foot cancer treatment center in its O’Neal Lane campus in Baton Rouge.²³ In 2018, Ochsner opened its new West Campus in Jefferson Parish, a 130,000-square-foot building that includes a skilled nursing facility, a long-term acute care unit, and an inpatient physical rehabilitation hospital in a new five-story building.²⁴ More recently, in 2021, Ochsner and St. Tammany Health System opened a new cancer center following the completion of a 75,000-square-foot, \$50 million facility, doubling the size of the previous cancer center.²⁵ Also in 2021, Ochsner opened a new outpatient center in Metairie, a 12,500-square-foot, newly renovated facility that offers women’s health, primary, and pediatric care services onsite and features 27 examination rooms, a blood draw lab, an X-ray room, and two waiting areas.²⁶ Earlier this year, Ochsner completed a planned merger with Rush Health Systems—the largest healthcare system in eastern Mississippi and western Alabama—

²² Tommy Santora, *Top Construction Projects 2022: 8. Ochsner Health Expansion*, New Orleans City Business (Feb 9, 2022), <https://neworleanscitybusiness.com/blog/2022/02/09/top-construction-projects-2022-8-ochsner-health-expansion/>.

²³ Ted Griggs, *Ochsner plans Baton Rouge cancer center on O’Neal Lane campus*, The Advocate (Mar. 12, 2016, updated Mar. 25, 2021), https://www.theadvocate.com/baton-rouge/news/business/article_e9e0flad-7315-571d-b4ac-1a88f2a5b085.html.

²⁴ Maria Clark, *Ochsner completes part of \$360 million expansion with new West Campus*, NOLA.com (Mar. 15, 2018, updated July 12, 2019), https://www.nola.com/entertainment-life/health-fitness/article_183f19dd-31bd-51e3-a417-78661595daeb.html.

²⁵ *Ochsner Health and St. Tammany Health System Celebrate Cancer Center Grand Opening*, Ochsner Health (June 7, 2021), <https://news.ochsner.org/news-releases/ochsner-health-and-st-tammany-health-system-celebrate-cancer-center-grand-opening>.

²⁶ *Ochsner Health Center in Old Metairie is Now Open*, Ochsner Health (Jan. 7, 2022), <https://www.bizneworleans.com/ochsner-health-center-in-old-metairie-is-now-open/>.

through which Ochsner added seven hospitals and more than 30 clinics.²⁷ In 2018, Ochsner and LSU Health Shreveport formed Ochsner LSU Health Shreveport, a public-private partnership providing care to patients in North Louisiana, with a Level 1 Trauma Center and Level II Pediatric Trauma Center, a Level 4 Epilepsy Center, a Level III Trauma Program at its Monroe Medical Center, a Thrombectomy-Capable Stroke Center, and Louisiana's first Advanced Interventional Cardiology Suite, among others. Ochsner LSU Health Shreveport recently invested more than \$200 million in capital improvements; renovated more than 225,000 square feet at its St. Mary Medical Center; expanded its ICU capacity; and increased from seven to more than 20 outpatient locations.²⁸ Ochsner has announced plans for additional multimillion dollar expansions for 2022 and beyond, including a \$15 million investment in community health care clinics and senior clinics in St. Tammany Parish and Baton Rouge.²⁹ Finally, Ochsner has announced it will continue to expand its cancer treatment services in Baton Rouge, including building a specialty pharmacy for cancer drugs as a part of a \$10 million project.³⁰ The planned expansion will also include new patient exam rooms, treatment rooms, and consultation rooms for a wide variety of oncology services.

- **Franciscan Missionaries of Our Lady Health System (“Franciscan Missionaries”).** With a total of 1,747 licensed beds, Franciscan Missionaries is one of the largest health systems in Louisiana. Franciscan Missionaries operates ten hospitals and numerous clinics and other facilities located throughout Louisiana and Mississippi, including Our Lady of the Angels Hospital in Washington Parish, Our Lady of the Lake Ascension in Ascension Parish, and Our Lady of the Lake Regional Medical Center in Baton Rouge.³¹ Our Lady of the Lake Regional Medical Center includes a 988-bed hospital and a Level I Trauma Center, as well as two freestanding emergency rooms, outpatient imaging and surgery centers, and nearly 15 urgent care clinics.³² In 2019, Our Lady of the Lake was awarded Magnet status for excellence in nursing services by the American Nurses Credentialing Center and was named Hospital of the Year in the large hospital category by the Louisiana State Nurses Association and the Louisiana Nurses Foundation.³³

²⁷ Dave Muoio, *Ochsner Health Closes Merger with 7-Hospital Rush Health Systems, Pledges Higher Minimum Wages to New Employees*, Fierce Healthcare (Aug. 1, 2022), <https://www.fiercehealthcare.com/providers/ochsner-health-closes-merger-7-hospital-rush-health-systems-pledges-higher-minimum-wages>.

²⁸ *Our Progress*, Ochsner LSU Health Shreveport, <https://www.ochsnerlsuhs.org/who-we-are/progress>.

²⁹ Tommy Santora, *Top Construction Projects 2022: 8. Ochsner Health Expansion*, New Orleans City Business (Feb 9, 2022), <https://neworleanscitybusiness.com/blog/2022/02/09/top-construction-projects-2022-8-ochsner-health-expansion/>.

³⁰ Robert Stewart, *Ochsner Continues to Grow its Baton Rouge Cancer Center; See What Else Is In the Works* (Apr. 12, 2022), https://www.theadvocate.com/baton_rouge/news/business/article_ff201036-baa5-11ec-b215-8701495b489f.html.

³¹ *About Us*, Franciscan Missionaries of Our Lady Health System, <https://fmolhs.org/about-us/>.

³² *About Us*, Our Lady of Lake, <https://ololrhc.com/about-us/>.

³³ *A Culture of Excellence*, Our Lady of the Lake, <https://ololrhc.com/about-us/awards-and-recognition>.

In 2021, Our Lady of the Lake Regional Medical Center announced plans for a \$100 million investment in a new state-of-the-art cancer center serving Baton Rouge and the Gulf South region.³⁴ The health system also announced that it purchased nearly 13 acres in St. Tammany Parish to construct a new facility, which will join the system's numerous clinics and surgical centers in the area.³⁵ In 2022, Our Lady of the Angels Hospital opened a new Family Medicine Clinic in Washington Parish, while Our Lady of the Lake Regional Medical Center announced the acquisition of a children's developmental center that provides outpatient pediatric therapy clinic in the Greater Baton Rouge area.³⁶

- (c) The combined entity will continue to face competition from outpatient facilities and post-acute care facilities.

Patients have many independent alternatives for outpatient services.³⁷ Outpatient care includes ambulatory surgery centers, primary care clinics, retail clinics, community health clinics, urgent care centers, skilled nursing homes, specialized outpatient clinics, imaging service facilities, and emergency departments.³⁸ In general, the shift to outpatient settings is due to clinical innovation, patient preferences, and financial incentives. This is reflected by the vast number of competing—and growing—independent outpatient facilities, nursing homes, assisted living facilities, and hospice care facilities located in the greater New Orleans area that compete for patients with the Parties.³⁹

³⁴ *Our Lady of the Lake to Make Historic Investment in Cancer Care*, Our Lady of the Lake (Oct. 4, 2021), <https://ololrmc.com/news/our-lady-of-the-lake-to-make-historic-investment-in-cancer-care>.

³⁵ *Franciscan Missionaries of Our Lady Health System Purchases Undeveloped Land in Covington*, Franciscan Missionaries of Our Lady Health System (Feb. 3, 2021), <https://fmolhs.org/news/franciscan-missionaries-of-our-lady-health-system-purchases-undeveloped-land-in-covington>.

³⁶ *Our Lady of the Angels Opens New Family Medicine Clinic on Avenue B*, Our Lady of the Angels Hospital (June 7, 2022), <https://oloah.org/news/our-lady-of-angels-opens-new-family-medicine-clinic-on-avenue-b>; *Our Lady of the Lake Children's Health Announces Expansion of Developmental Medicine with acquisition of McMains Children's Developmental Center*, Our Lady of the Lake Children's Health (Feb. 7, 2022), <https://ololchildrens.org/news/our-lady-of-the-lake-childrens-health-announces-expansion-of-developmental-medicine-with-acquisition-of-mcmains-childrens-d>.

³⁷ *The Outpatient Shift Continues: Outpatient Revenue Now 95% of Inpatient Revenue, New Report Reveals*, Advisory Board (Jan. 8, 2019), <https://www.advisory.com/daily-briefing/2019/01/08/hospital-revenue> (reporting hospitals' net outpatient revenue in 2017 was \$472 billion, while net inpatient revenue totaled almost \$498 billion).

³⁸ *Growth in Outpatient Care – The Role of Quality and Value Incentives*, Center for Health Solutions, Deloitte (2018), at 5, <https://www.modernhealthcare.com/assets/pdf/CH116784829.PDF>.

³⁹ This Application presents competing outpatient and post-acute care facilities in Jefferson, Orleans, and St. Tammany parishes only. While patients are often willing to travel for better care or faster access to inpatient services, studies have shown that most patients prefer to remain within their local areas for treatment of minor medical conditions. See, e.g., Paul H. Keckley et al., *2011 Survey of Health Care – Consumers in the United States – Key Findings, Strategic Implications*, Deloitte Center for Health Solutions, Deloitte, at 17 (2011), http://www.statecoverage.org/files/Deloitte_US_CHS_2011ConsumerSurveyinUS_062111.pdf.

Table 5(h)-2 provides a listing of other health care facilities within LCMC Health's and Tulane's immediate community.

- (d) The combined entity will continue to face competition from non-traditional providers, including telehealth and retail competitors that are expanding in the region and beyond.

The use of telehealth services as alternatives to traditional in-person health care has increased exponentially in recent years.⁴⁰ Though the rise in telehealth has since slowed after an initial surge during earlier stages of the COVID-19 pandemic, the number of telehealth visits remain substantially greater than pre-pandemic levels.⁴¹ Patients continue to seek health care services outside of hospital settings, choosing instead to receive care through telemedicine and other alternative providers like urgent care centers rather than emergency departments.⁴² Hospitals and other traditional in-person providers face competition from virtual care providers that offer patients convenient and efficient access to services.⁴³ Post-Transaction, the Parties will continue to compete with both retailers and telehealth providers, many of which are expanding.⁴⁴ Major retailers are expanding into the health care space to offer both in-person and remote care alternatives to traditional brick-and-mortar-based practices. For example, with its recently proposed acquisition of concierge primary care company One Medical, Amazon has sought to

⁴⁰ See, e.g., Lok Wong Samson et al., *Medicare Beneficiaries' Use of Telehealth in 2020: Trends by Beneficiary Characteristics and Location*, U.S. Department of Health and Human Services Office of the Assistant Secretary for Planning and Evaluation (Dec. 3, 2021), <https://aspe.hhs.gov/sites/default/files/documents/a1d5d810fe3433e18b192be42dbf2351/medicare-telehealth-report.pdf>.

⁴¹ See, e.g., Oleg Bestseny et al., *Telehealth: A Quarter-Trillion-Dollar Post-COVID-19 Reality?*, McKinsey & Company (July 9, 2021), <https://www.mckinsey.com/industries/healthcare-systems-and-services/our-insights/telehealth-a-quarter-trillion-dollar-post-covid-19-reality>; Andrew J. Thomson et al., *Outpatient Virtual Visits and the "Right" Amount of Telehealth Going Forward*, 27 *Telemedicine & e-Health* 1372, <https://pubmed.ncbi.nlm.nih.gov/33794123/> (Dec. 13, 2021).

⁴² See Erik Swanson, *National Hospital Flash Report*, Kaufman Hall (May 2022), <https://www.kaufmanhall.com/sites/default/files/2022-05/KH-NHFR-05-2022-May.pdf>.

⁴³ See Shilpa N. Gajarawala & Jessica N. Pelkowski, *Telehealth Benefits and Barriers*, 17 *J Nurse Pract.* 218 (Feb. 2021), <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7577680/>; *Why Efficient Remote Care is a Competitive Advantage for a Healthcare Provider's COVID-19 Recovery Plan*, B Capital Group (July 23, 2020), <https://www.bcapgroup.com/why-efficient-remote-care-is-a-competitive-advantage-for-a-healthcare-providers-covid-19-recovery-plan/>; (noting that the "surge in telemedicine adoption . . . has been at the expense of the brick-and-mortar providers"); Vince Kuraitis & Thomas Wilson, Ph.D., *Do Virtual Care Platforms Compete With Local Care Providers? It's Complicated*, *Healthcare Innovation* (May 26, 2021), <https://www.hcinnovationgroup.com/population-health-management/telehealth/article/21224283/do-virtual-care-platforms-compete-with-local-care-providers-its-complicated> (noting various factors that influence the competition local care providers face from virtual care platforms).

⁴⁴ See, e.g., *Amwell Closes Acquisitions of SilverCloud Health and Conversa Health*, Amwell (Aug. 31, 2021), <https://business.amwell.com/press-release/amwell-closes-acquisitions-of-silvercloud-health-and-conversa-health/>; *Teladoc Health and Livongo Merge to Create New Standard in Global Healthcare Delivery, Access and Experience*, Teladoc Health (Aug. 5, 2020), <https://ir.teladochealth.com/news-and-events/investor-news/press-release-details/2020/Teladoc-Health-and-Livongo-Merge-to-Create-New-Standard-in-Global-Healthcare-Delivery-Access-and-Experience/default.aspx>.

expand into the role of a health care provider.⁴⁵ Other retailers, like CVS, Walgreens, and Walmart, have similarly announced their intentions to expand their health care offerings by moving into the primary care and home health space.⁴⁶

2. The Transaction will enhance competition.

Louisiana law provides that the Department may not issue a certificate of public advantage (“COPA”) unless it finds that a transaction “is likely to result in lower health care costs or is likely to result in improved access to health care or higher quality health care without any undue increase in health care costs.” R.S. § 40:2254.4. This proposed Transaction will result in higher quality and improved access to health care without any undue increase in health care costs because it will not result in a meaningful reduction in competition for inpatient and outpatient services in the area.

Competition is valuable because it can benefit consumers. The “principal objective of antitrust policy is to maximize consumer welfare by encouraging firms to behave competitively.”⁴⁷ If the Transaction is consummated, the net effect will be to promote, not lessen, the traditional benefits of competition in the Parties’ geographic service areas.

The Transaction will allow the combined entity to compete more effectively against large and significant health systems in the area, many of which are growing themselves, as evidenced by Ochsner’s recent merger with Rush Health Systems, for example.⁴⁸ As the combined entity expands services, increases investment in Tulane Lakeside and Lakeview, and recruits physicians and other health care providers post-Transaction, LCMC Health and Tulane will increase the number of providers in the community and spur competition among other inpatient and outpatient facilities in the region. Moreover, the Transaction will allow the Parties to develop a premier academic medical center, through a portion of the \$220 million investment aimed at furthering Tulane’s academic mission. In so doing, the Transaction will expand access to Tulane’s world-class medicine at new, destination-level sites of care, thereby naturally promoting competition for such services while improving access to and choice of health care services for patients in the region. Additionally, as detailed above, the combined entity will continue to face competition from several general acute care hospitals, outpatient facilities, and post-acute care facilities in the geographic service area.

⁴⁵ See *Amazon and One Medical Sign an Agreement for Amazon to Acquire One Medical*, Amazon (July 21, 2022), <https://press.aboutamazon.com/news-releases/news-release-details/amazon-and-one-medical-sign-agreement-amazon-acquire-one-medical>; Justin Greiwe, *Telemedicine Lessons Learned During the COVID-19 Pandemic*, 22 *Curr Allergy Asthma Rep.* 1 (Jan. 21, 2022), <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC8781708/>.

⁴⁶ Heather Landi, *Healthcare plays by CVS, Walgreens and Amazon will drive more partnerships, tech investment, experts say*, *Fierce Healthcare* (Sept. 15, 2022), <https://www.fiercehealthcare.com/health-tech/healthcare-plays-cvs-walgreens-and-amazon-will-drive-more-partnerships-tech-investment> (noting that “hospitals and physician practices stand to lose younger, healthier patients to these non-traditional models”).

⁴⁷ Philip E. Areeda & Herbert Hovenkamp, *Antitrust Law: An Analysis of Antitrust Principles and Their Application*: Vol. 1, 4 (2nd ed. 2000).

⁴⁸ See, e.g., *Rush Health Systems Officially Becomes Ochsner Rush Health*, Ochsner Health (Aug. 1, 2022), <https://news.ochsner.org/news-releases/rush-health-systems-officially-becomes-ochsner-rush-health>.

Finally, the statutory framework in effect in Louisiana protects against competitive harms by providing several avenues for ongoing, active supervision of the combined entity by the Louisiana Department of Justice, Office of the Attorney General. The approval of any COPA is conditioned upon “the periodic submission of specific data relating to cost, access, and quality.” LAC 48:XXV.515. LCMC Health must submit an annual report “evaluating whether the [approved agreement] has been complied with during the preceding year.” R.S. § 40:2254.11. Specifically, the reports must provide “information relative to the continued benefits, any disadvantages of the agreement, and sufficient information to evaluate whether any terms and conditions imposed by the department have been met or otherwise satisfied,” including “a detailed explanation of the actual effects of the agreement on each party, including any change in volume, market share, prices, and revenues.” LAC 48:XXV.517. The Department, in turn, must determine “whether the terms and conditions are being met or otherwise satisfied.” R.S. § 40:2254.11. Importantly, the Department has the authority to revoke a previously-granted COPA if it determines that the Transaction “is not resulting in lower health care costs or greater access to or quality of health care than would occur in [its] absence.” R.S. § 40:2254.6. Thus, supervision by the Department will ensure that the combined entity will act in furtherance of the public policies that underlie the Louisiana legislation’s statutory provisions.

Table 5(h)-1: Competing Inpatient Facilities in the Parishes Surrounding LCMC Health's and Tulane's Hospitals

Hospital Name ⁴⁹	Address	Parish
Ochsner Medical Center	1514 Jefferson Hwy. New Orleans, LA 70121	Jefferson
Ochsner Medical Center – Kenner	180 W. Esplanade Ave. Kenner, LA 70065	Jefferson
Ochsner Medical Center – West Bank	2500 Belle Chasse Hwy. Gretna, LA 70056	Jefferson
Omega Hospital	2525 Severn Ave. Metairie, LA 70002	Jefferson
Ochsner Baptist	2700 Napoleon Ave. New Orleans, LA 70115	Orleans
New Orleans VA Medical Center	2400 Canal Street New Orleans, LA 70119	Orleans
St. Charles Surgical Hospital	1717 St Charles Ave. New Orleans, LA 70130	Orleans
Ochsner Medical Center – North Shore	100 Medical Center Dr. Slidell, LA 70461	St. Tammany
Slidell Memorial Hospital (Partner of Ochsner)	1001 Gause Blvd. Slidell, LA 70458	St. Tammany
St. Tammany Parish Hospital (Partner of Ochsner)	1202 S Tyler St. Covington, LA 70433	St. Tammany
Avala Hospital	67252 Industry Lane Covington, LA 70433	St. Tammany
Sterling Surgical Hospital	989 Robert Blvd. Slidell, LA 70458	St. Tammany
Our Lady of the Lake Ascension	1125 West Hwy. 30 Gonzales, LA 70737	Ascension
Prairieville Family Hospital	37358 Market Place Dr. Prairieville, LA 70769	Ascension
Prevost Memorial Hospital	301 Memorial Dr. Donaldsonville, LA 70346	Ascension
Villa Feliciana Medical Complex	5002 Hwy. 10 Jackson, LA 70748	East Feliciana
Ochsner Lafayette General Medical Center	1214 Coolidge Ave. Lafayette, LA 70503	Lafayette
Ochsner University Hospital And Clinics	2390 West Congress St. Lafayette, LA 70506	Lafayette
Our Lady of Lourdes Regional Medical Center, Inc.	4801 Ambassador Caffery Pkw. Lafayette, LA 70508	Lafayette

⁴⁹ Hospitals, Program Provider Directory, Louisiana Department of Health, <https://ldh.la.gov/page/3008>.

Ochsner St. Anne Hospital	4608 Hwy. 1 Raceland, LA 70394	Lafourche
Lady of the Sea General Hospital	200 West 134 Pl. Cut Off, LA 70345	Lafourche
Thibodaux Regional Medical Center	602 North Acadia Rd. Thibodaux, Louisiana 70301	Lafourche
North Oaks – Livingston Parish Medical Complex	17199 Spring Ranch Rd. Livingston, LA 70754	Livingston
St. Bernard Parish Hospital (Managed by Ochsner)	8000 W. Judge Perez Dr. Chalmette, LA 70043	St. Bernard
St. Charles Parish Hospital (Managed by Ochsner)	1057 Paul Maillard Rd. Luling, LA 70070	St. Charles
St. Helena Parish Hospital	16874 Hwy. 43 Greensburg, LA 70441	St. Helena
St. James Parish Hospital	1645 Lutchter Ave. Lutchter, LA 70071	St. James
Cypress Pointe Surgical Hospital	42570 S Airport Rd. Hammond, LA 70403	Tangipahoa
Hood Memorial Hospital	301 Walnut St. Amite, LA 70422	Tangipahoa
North Oaks Medical Center	15790 Paul Vega MD Dr. Hammond, LA 70403	Tangipahoa
Leonard J. Chabert Medical Center (Managed by Ochsner)	1978 Industrial Blvd. Houma, LA 70363	Terrebonne
Physicians Medical Center of Houma	218 Corporate Dr. Houma, LA 70360	Terrebonne
Terrebonne General Health System	8166 Main St. Houma, LA 70360	Terrebonne
Our Lady of the Angels Hospital	433 Plaza St. Bogalusa, LA 70427	Washington
Riverside Medical Center	1900 South Main St. Franklinton, LA 70438	Washington
West Feliciana Parish Hospital	5266 Commerce St. Saint Francisville, LA 70775	West Feliciana

**Table 5(h)-2: Other Competing Health Care Facilities
In Jefferson, Orleans, and St. Tammany Parishes**

Name	Address	Parish
Ambulatory Surgical Centers ⁵⁰		
Advanced Surgery Center of Metairie	720 Veterans Blvd. Metairie, LA 70005	Jefferson
Alliance Endoscopy Center	3717 Houma Blvd. Metairie, LA 70006	Jefferson
Crescent View Surgery Center	3434 Houma Blvd. Metairie, LA 70006	Jefferson
Doctors Same Day Surgery Center	4633 Wichers Dr. Marrero, LA 70072	Jefferson
Harvard Surgery Center	2520 Harvard Ave. Metairie, LA 70001	Jefferson
Houma Outpatient Surgery Center	3717 Houma Blvd. Metairie, LA 70006	Jefferson
Jefferson Ambulatory Surgery Center	2701 Lake Villa Dr. Metairie, LA 70002	Jefferson
MGA GI Diagnostic & Therapeutic Center	1111 Medical Center Blvd. Marrero, LA 70072	Jefferson
MGA GI Diagnostic & Therapeutic Center – Metairie	3333 Kingman St. Metairie, LA 70006	Jefferson
Ochsner Hospital for Orthopedics & Sports Medicine	1221 S. Clearview Pkwy. Jefferson, LA 70121	Jefferson
West Bank Surgery Center	3704 Lapalco Blvd. Harvey, LA 70058	Jefferson
Gamma Radiosurgery Center of New Orleans	3434 Prytania St. New Orleans, LA 70115	Orleans
Hedgewood Surgical Center	2427 St. Charles Ave. New Orleans, LA 70130	Orleans
MGA GI Diagnostic & Therapeutic Center	2820 Napoleon Ave. New Orleans, LA 70115	Orleans
Vivere-Audubon Surgery Center	2701 Napoleon Ave. New Orleans, LA 70115	Orleans
Cardiovascular Specialty Care Center	71070 Hwy. 21 Covington, LA 70433	St. Tammany
EndoCenter – Slidell	58515 Pearl Acres Rd. Slidell, LA 70461	St. Tammany
EndoCenter – Covington	131-A Cherokee Rose Lane	St. Tammany

⁵⁰ *Ambulatory Surgical Centers*, Program Provider Directory, Louisiana Department of Health,
<https://ldh.la.gov/page/3008>.

	Covington, LA 70433	
NGA Endoscopy Center	7015 Hwy. 190, East Service Rd. Covington, LA 70433	St. Tammany
Northshore Surgical Center	71207 Hwy. 21 Covington, LA 70433	St. Tammany
Ochsner Outpatient Surgery Suite	103 Medical Center Dr. Slidell, LA 70461	St. Tammany
Our Lady of the Lake Surgery Center – Pontchartrain	4407 Hwy. 190 Service Rd. Covington, LA 70433	St. Tammany
Our Lady of the Lake Surgical Hospital	1700 W. Lindberg Dr. Slidell, LA 70458	St. Tammany
Pinnacle Surgery Center	1234 Pinnacle Pkwy. Covington, LA 70433	St. Tammany
SLENT Surgery Center	1420 N. Causeway Blvd. Mandeville, LA 70471	St. Tammany
Summit Surgery Center	7015 Hwy. 190 E. Service Rd. Covington, LA 70433	St. Tammany
Adult Residential Care ⁵¹		
Academy House	4324 Academy Dr. Metairie, LA 70003	Jefferson
Audubon Care Homes Dreyfous House	4713 Dreyfous Ave. Metairie, LA 70006	Jefferson
Beau Maison	3520 Cleary Ave. Metairie, LA 70002	Jefferson
Fidelis Care I	916 Martin Behrman Walk Metairie, LA 70005	Jefferson
Fidelis Care II	4000 Kent Ave. Metairie, LA 70006	Jefferson
Fidelis Care IV	4801 Tartan St. Metairie, LA 70003	Jefferson
Fidelis Janice House	4421 Janice St. Metairie, LA 70003	Jefferson
Fidelis Scofield House	3721 Scofield St. Metairie, LA 70002	Jefferson
Harvard House	4012 Harvard Ave. Metairie, LA 70006	Jefferson
Henican House	5511 Meadowdale St. Metairie, LA 70003	Jefferson

⁵¹ *Adult Residential Care*, Program Provider Directory, Louisiana Department of Health, <https://ldh.la.gov/page/3008>.

Inspired Living at Kenner	3801 Loyola Dr. Kenner, LA 70065	Jefferson
Lafreniere Assisted Living and Memory Care	6555 Park Manor Dr. Metairie, LA 70003	Jefferson
Lake Villa House	4212 Lake Villa Dr. Metairie, LA 70002	Jefferson
Laketown Village, Residential Care & Memory Care	1600 Joe Yenni Blvd. Kenner, LA 70065	Jefferson
Old Metairie Gardens	344 Lake Ave. Metairie, LA 70005	Jefferson
Peace of Home EldeResidences	1009 Colonial Club Dr. Harahan, LA 70123	Jefferson
Peristyle Lake Louise	4613 Lake Louise Ave. Metairie, LA 70006	Jefferson
Peristyle Metairie Heights	2701 Metairie Heights Ave. Metairie, LA 70002	Jefferson
Peristyle Richland	3521 Richland Ave. Metairie, LA 70002	Jefferson
Schouest House	7004 Schouest St. Metairie, LA 70003	Jefferson
Serenity Senior Residences	3949 Meadowdale St. Metairie, LA 70002	Jefferson
Serenity Senior Residence 2	817 Aurora Ave. Metairie, LA 70005	Jefferson
St. Francis Villa Assisted Living	10411 Jefferson Hwy. River Ridge, LA 70123	Jefferson
St. Michael's Assisted Living	314 Transcontinental Dr. Metairie, LA 70001	Jefferson
Sunrise of Metairie	3732 West Esplanade Ave. Metairie, LA 70002	Jefferson
The Blake at Colonial Club	7904 Jefferson Hwy. Harahan, LA 70123	Jefferson
The Jefferson	224 Central Ave. Jefferson, LA 70121	Jefferson
Tranquil Living	4500 Leo St. Marrero, LA 70072	Jefferson
Tranquil Living II	613 Ave. E Marrero, LA 70072	Jefferson
Ville Ste. Marie Senior Living Community	4112 Jefferson Hwy. Jefferson, LA 70121	Jefferson
A & D Adult Residential Care – Westbank	3081 Elmwood Park Dr. New Orleans, LA 70114	Orleans
Chateau de Notre Dame Assisted Living	2820 Burdette St.	Orleans

	New Orleans, LA 70125	
Lakeview House	858 Mouton St. New Orleans, LA 70124	Orleans
Lambeth House Assisted Living	150 Broadway St. New Orleans, LA 70118	Orleans
Oak House Assisted Living	5354 Magazine St. New Orleans, LA 70115	Orleans
SummerHouse Vista Shores	5958 Saint Bernard Ave. New Orleans, LA 70122	Orleans
The Suites at Algiers Point	813 Pelican Ave. New Orleans, LA 70114	Orleans
Trinity House	1422 Kerlerec St. New Orleans, LA 70116	Orleans
Westbank Lighthouse	1712 Holiday Dr. New Orleans, LA 70114	Orleans
Anderson Memory Care	4108 Dauphine St. Slidell, LA 70458	St. Tammany
Avanti Senior Living at Covington	2234 Watercross Pkwy. Covington, LA 70433	St. Tammany
Azalea Estates of Slidell	354 Robert Blvd. Slidell, LA 70458	St. Tammany
Beau Provence Memory Care Assisted Living	100 Beau West Dr. Mandeville, LA 70471	St. Tammany
Brookdale Mandeville	1414 N. Causeway Blvd. Mandeville, LA 70471	St. Tammany
Christwood Retirement Community	100 Christwood Blvd. Covington, LA 70433	St. Tammany
Creole Cottage Residential Care Home	29506 Sticker Bay Rd. Lacombe, LA 70445	St. Tammany
Fidelis Northshore I	5011 Sharp Rd. Mandeville, LA 70471	St. Tammany
Fidelis Northshore II	2045 Olene Dr. Mandeville, LA 70448	St. Tammany
Oak Park Village of Slidell	2200 Gause Blvd. Slidell, LA 70461	St. Tammany
Restoration Senior Living of Covington	1444 Andrew Dr. Covington, LA 70433	St. Tammany
St Anthony's Gardens	601 Holy Trinity Dr. Covington, LA 70433	St. Tammany
Summerfield Retirement Community	4104 Dauphine St. Slidell, LA 70458	St. Tammany
SummerHouse Park Provence	1925 Possum Hollow Dr. Slidell, LA 70458	St. Tammany
The Trace Senior Community	19432 Crawford Rd. Covington, LA 70433	St. Tammany

The Windsor Senior Living Community	1770 N. Causeway Blvd. Mandeville, LA 70471	St. Tammany
Emergency Medical Care Facilities ⁵²		
Ochsner Emergency Room – Marrero	4837 Lapalco Blvd. Marrero, LA 70072	Jefferson
St. Tammany Health System Mandeville Emergency Department (Ochsner)	2929 US-190 Mandeville, LA 70471	St. Tammany
Hospice Agencies ⁵³		
Anvoi Hospice	1013 N. Causeway Blvd. Metairie, LA 70001	Jefferson
Guardian Angel Hospice	825 Little Farms Ave. Metairie, LA 70003	Jefferson
Gulf South Hospice of New Orleans	812 Hesper Ave. Metairie, LA 70005	Jefferson
Harmony Hospice	3621 Ridgelake Dr. Metairie, LA 70002	Jefferson
Heart of Hospice	1700 Belle Chasse Hwy. Gretna, LA 70056	Jefferson
Hospice Associates of New Orleans	3941 Houma Blvd. Metairie, LA 70006	Jefferson
Lakeside Hospice	4300 S. I-10 Service Rd. West Metairie, LA 70001	Jefferson
Louisiana Hospice & Palliative Care of New Orleans	3500 N. Causeway Blvd. Metairie, LA 70002	Jefferson
My Hospice	3510 N. Causeway Blvd. Metairie, LA 70002	Jefferson
NOLA SJH II	507 Upstream St. River Ridge, LA 70123	Jefferson
Serenity Hospice Services	3445 N. Causeway Blvd. Metairie, LA 70002	Jefferson
Canon Healthcare	3600 Prytania St. New Orleans, LA 70115	Orleans
Notre Dame Hospice	1000 Howard Ave. New Orleans, LA 70113	Orleans
Passages Hospice	605A Dublin St. New Orleans, LA 70118	Orleans
St. Margaret Home Health and Hospice	3525 Bienville St. New Orleans, LA 70119	Orleans
Canon Hospice	19374 3rd St.	St. Tammany

⁵² Ochsner Emergency Room – Marrero, Ochsner Health, <https://www.ochsner.org/locations/ochsner-emergency-room-marrero>; St. Tammany Health System Mandeville Emergency Department, Ochsner Health, <https://www.ochsner.org/locations/st-tammany-parish-hospital-mandeville-emergency-department>.

⁵³ Hospice, Program Provider Directory, Louisiana Department of Health, <https://ldh.la.gov/page/3008>.

	Covington, LA 70433	
Concerned Care Hospice	19550 N 10th St. Covington, LA 70433	St. Tammany
Egan Hospice	121 Park Pl. Covington, LA 70433	St. Tammany
Enhabit Hospice of the Northshore	112 Innwood Dr. Covington, LA 70433	St. Tammany
Heart of Hospice	1001 Hwy. 190 E. Service Rd. Covington, LA 70433	St. Tammany
Hospice Compassus – Greater New Orleans	1301 W. Causeway Approach Mandeville, LA 70471	St. Tammany
Interim Healthcare Hospice of East Louisiana	2637 N. Causeway Blvd. Mandeville, LA 70471	St. Tammany
St. Joseph Hospice and Palliative Care Northshore	19500 Helenberg Rd. Covington, LA 70433	St. Tammany
St. Tammany Hospital Hospice	1010 South Polk St. Covington, LA 70433	St. Tammany
Traditions Health	303 West 21st Ave. Covington, LA 70433	St. Tammany
Nursing Homes ⁵⁴		
Bayside Healthcare Center	3201 Wall Blvd. Gretna, LA 70056	Jefferson
Chateau Living Center of Kenner	716 Village Rd. Kenner, LA 70065	Jefferson
Colonial Oaks Living Center	4312 Ithaca Street Metairie, LA 70006	Jefferson
Jefferson Healthcare Center	2200 Jefferson Hwy. Jefferson, LA 70121	Jefferson
Maison DeVille Nursing Home of Harvey	2233 8th St. Harvey, LA 70058	Jefferson
Marrero Healthcare Center	5301 August Ln. Marrero, LA 70072	Jefferson
Metairie Health Care Center	6401 Riverside Dr. Metairie, LA 70003	Jefferson
Ochsner Medical Center Skilled Nursing Facility	2614 Jefferson Hwy. Jefferson, LA 70121	Jefferson
Park Place Healthcare	535 Commerce St. Gretna, LA 70056	Jefferson
St. Anthony Community Care Center	6001 Airline Hwy. Metairie, LA 70003	Jefferson

⁵⁴ *Nursing Homes*, Program Provider Directory, Louisiana Department of Health, <https://ldh.la.gov/page/3008>.

St. Joseph of Harahan	405 Folse Dr. Harahan, LA 70123	Jefferson
Waldon Health Care Center	2401 Idaho St. Kenner, LA 70062	Jefferson
Wynhoven Health Care Center	1050 Medical Center Blvd. Marrero, LA 70072	Jefferson
Chateau De Notre Dame	2832 Burdette St. New Orleans, LA 70125	Orleans
Covenant Home	5919 Magazine St. New Orleans, LA 70115	Orleans
Ferncrest Manor Living Center	14500 Haynes Blvd. New Orleans, LA 70128	Orleans
Good Samaritan Rehab & Nursing Center	4021 Cadillac St. New Orleans, LA 70122	Orleans
Jo Ellen Smith Convalescent Center	4502 General Meyer Ave. New Orleans, LA 70131	Orleans
Lafon Nursing Facility of the Holy Family	6900 Chef Menteur Hwy. New Orleans, LA 70126	Orleans
Maison Orleans Healthcare of New Orleans	1420 General Taylor St. New Orleans, LA 70115	Orleans
Our Lady of Wisdom Health Care Center	5600 General De Gaulle Dr. New Orleans, LA 70131	Orleans
Poydras Home	5354 Magazine St. New Orleans, LA 70115	Orleans
River Palms Nursing & Rehab	5301 Tullis Dr. New Orleans, LA 70131	Orleans
St. Anna's at Lambeth House	150 Broadway New Orleans, LA 70118	Orleans
St. Luke Nursing Home	4201 Woodland Dr. New Orleans, LA 70131	Orleans
St. Margaret's at Mercy Nursing Home	3525 Bienville St. New Orleans, LA 70119	Orleans
St. Jude's Nursing Home	450A S. Claiborne Ave. New Orleans, LA 70112	Orleans
Christwood Nursing Home	100 Christwood Blvd. Covington, LA 70433	St. Tammany
Forest Manor Nursing and Rehabilitation Center	1330 Ochsner Blvd. Covington, LA 70433	St. Tammany
Greenbriar Community Care Center	505 Robert Blvd. Slidell, LA 70458	
Heritage Manor of Mandeville	1820 W. Causeway Approach Mandeville, LA 70471	St. Tammany

Heritage Manor of Slidell	106 Medical Center Dr. Slidell, LA 70461	St. Tammany
Lacombe Nursing Centre	28119 Hwy. 190 Lacombe, LA 70445	St. Tammany
Pontchartrain Health Care Center	1401 Hwy. 190 Mandeville, LA 70448	St. Tammany
Trinity Neurologic Rehabilitation Center	1400 Lindberg Dr. Slidell, LA 70458	St. Tammany
Trinity Trace Community Care Center	612 Holy Trinity Dr. Covington, LA 70433	St. Tammany
Select Other Health Care Facilities		
Doctors After Hours Urgent Care – Clearview	1000 Clearview Pkwy. Metairie, LA 70001	Jefferson
Doctors After Hours Urgent Care – Oaklawn	545 Oaklawn Dr. Metairie, LA 70005	Jefferson
In & Out Urgent Care – Metairie	100 N.Labarre Rd. Metairie, LA 70001	Jefferson
MinuteClinic – Metairie	2105 Cleary Ave. Metairie, LA 70001	Jefferson
Ochsner Rehabilitation Hospital	2614 Jefferson Hwy. New Orleans, LA 70121	Jefferson
Ochsner Urgent Care – Kenner	3417 Williams Blvd. Kenner, LA 70065	Jefferson
Ochsner Urgent Care – Metairie	2215 Veterans Blvd. Metairie, LA 70002	Jefferson
Rapid Urgent Care – Metairie	3908 Veterans Memorial Blvd. Metairie, LA 70002	Jefferson
The Urgent Care – Veterans	4517 Veterans Blvd. Metairie, LA 70006	Jefferson
United Medical Healthwest – New Orleans	3201 Wall Blvd. Gretna, LA 70056	Jefferson
Urgent Care of Metairie	3440 Division St. Metairie, LA 70002	Jefferson
Bliant Specialty Hospital	14500 Hayne Blvd. New Orleans, LA 70128	Orleans
Bausey Urgent Care	8070 Crowder Blvd. New Orleans, LA 70127	Orleans
Concentra Urgent Care	318 Baronne St. New Orleans, LA 70112	Orleans
Doctors After Hours Urgent Care – Lakeview	101 W. Robert E. Lee Blvd. New Orleans, LA 70124	Orleans
Downman Urgent Healthcare Clinic	4543 Downman Rd. New Orleans, LA 70126	Orleans

In & Out Urgent Care – Uptown	6225 S. Claiborne Ave. New Orleans, LA 70125	Orleans
Maxem Health Urgent Care	4304-6 S Claiborne Ave. New Orleans, LA 70125	Orleans
MinuteClinic – New Orleans	4401 S Claiborne Ave. New Orleans, LA 70125	Orleans
Ochsner Urgent Care – Lakeview	111 Allen Toussaint Blvd. New Orleans, LA 70124	Orleans
Ochsner Urgent Care – Mid-City at Canal	4100 Canal St. New Orleans, LA 70119	Orleans
Ochsner Urgent Care – Uptown	4605 Magazine St. New Orleans, LA 70115	Orleans
Ochsner Urgent Care – UNO	2000 Lakeshore Dr. New Orleans, LA 70148	Orleans
Ochsner Urgent Care – Warehouse District	900 Magazine St. New Orleans, LA 70130	Orleans
The Urgent Care – Mid-City	231 N Carrollton Ave. New Orleans, LA 70119	Orleans
Urgent Care Eleven – Claude Ave.	3218 St. Claude Ave. New Orleans, LA 70117	Orleans
Urgent Care Eleven – Broad St.	1780 N. Broad St. New Orleans, LA 70119	Orleans
AMG Physical Rehabilitation Hospital – Covington	5025 Keystone Blvd. Covington, LA 70433	St. Tammany
Doctors Urgent Care	971 Robert Blvd. Slidell, LA 70458	St. Tammany
GreenLight Urgent Care – Covington	1200 Business, U.S. Hwy. 190 Covington, LA 70433	St. Tammany
In & Out Urgent Care – Covington/ Madisonville	13130 LA-1085 Covington, LA 70433	St. Tammany
In & Out Urgent Care – Mandeville	925 LA-59 Mandeville, LA 70448	St. Tammany
Maxem Health Urgent Care – Mandeville	3810 LA-22 Mandeville, LA 70471	St. Tammany
Maxem Health Urgent Care – Slidell	170 Northshore Blvd. Slidell, LA 70460	St. Tammany
MinuteClinic – Covington	1850 N. Hwy. 190 Covington, LA 70433	St. Tammany
MinuteClinic – Slidell	2103 Gause Blvd. E. Slidell, LA 70461	St. Tammany
North Shore Rehabilitation Hospital	64030 Hwy. 434 Lacombe, LA 70445	St. Tammany
Northshore Extended Care Hospital	64030 Hwy. 434 Lacombe, LA 70445	St. Tammany

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Ochsner Urgent Care – Covington	1111 Greengate Dr. Covington, LA 70433	St. Tammany
Ochsner Urgent Care – Mandeville	2735 U.S. Hwy. 190 Mandeville, LA 70471	St. Tammany
PAM Specialty Hospital of Covington	20050 Crestwood Blvd. Covington, LA 70433	St. Tammany
Pelican Urgent Care Slidell	2375 Gause Blvd. Slidell, LA 70461	St. Tammany
Rapid Urgent Care – Covington	218 E Boston St. Covington, LA 70433	St. Tammany
Rapid Urgent Care – Mandeville	1111 N. Causeway Blvd. Mandeville, LA 70471	St. Tammany
Rapid Urgent Care – Slidell	2170 Gause Blvd. W. Slidell, LA 70460	St. Tammany
Redi-Med Urgent Care	4430 LA-22 Mandeville, LA 70471	St. Tammany
SouthStar Urgent Care	3333 Pontchartrain Dr. Slidell, LA 70458	St. Tammany
Total Health Urgent Care	73015 LA-25 Covington, LA 70435	St. Tammany

5(i). Identification of the steps necessary, under current market and regulatory conditions, for other parties to enter the territory described in item (e) and compete with the applicants;

Response to Specification 5(i):

Louisiana law promotes competition among health care providers by maintaining low barriers to entry for providers seeking to establish new services and expand existing services, because the state does not require a “certificate of need” (“CON”). Consequently, several hospitals are undergoing or have undergone significant facility and service expansions in New Orleans and the surrounding area.

1. Louisiana does not require hospitals to apply for certificates of need.

Many states limit hospitals’ abilities to expand services by requiring them to seek government approval before entering or expanding in the state. State CON laws typically establish requirements for state approval before a new health care provider can enter a market or an existing provider can make certain capital improvements. In such states, if a hospital wants to build a wing or add additional beds, for example, it must first seek regulatory approval. The state will determine whether there is sufficient public “need” for the capital improvement and either grant or deny the provider’s application. These restrictions typically lead to reduced competition and innovation, as the laws impose additional regulation and prevent new providers from expanding or entering.⁵⁵ By eliminating competition, CON laws drive up cost, lower quality, and limit the availability of needed services.⁵⁶

Hospitals in Louisiana are not shielded by CON laws.⁵⁷ Louisiana hospitals can decide how to best serve their patients—whether by expanding facilities, offering new services, or purchasing new equipment—without seeking such government approval. As detailed below, the Parties will continue to face the threat of significant competition from other potential providers—in addition to substantial existing competition—that can challenge the hospitals simply by arriving at their doorstep or improving existing nearby facilities.

2. Health care providers in surrounding parishes are currently undergoing significant expansions, demonstrating the ease of entry for inpatient and outpatient services in the area.

⁵⁵ Maureen K. Ohlhausen, *Certificate of Need Laws: A Prescription for Higher Costs*, 30 Antitrust 50 (Fall 2015), https://www.ftc.gov/system/files/documents/public_statements/896453/1512fall15-ohlhausenc.pdf.

⁵⁶ Patrick A. Rivers, Myron D. Fottler, & Jemima A. Frimpong, *The Effects of Certificate of Need Regulation on Hospital Costs*, 36 J. Health Care Fin. 1, 11 (2010) (finding that CON laws “may actually increase costs”); Thomas Stratmann & David Wille, *Certificate-of-Need Laws and Hospital Quality*, Mercatus Center (Sept. 2016) (“CON regulations lead to lower-quality care for some measures of quality”).

⁵⁷ In Louisiana, certain licensed health care facilities, including certain adult residential care providers, nursing facilities, and hospice providers, are subject to a Facility Need Review (“FNR”) process, which requires a determination of need for additional units, providers, or facilities before licensure is granted; however, FNR does not apply to acute care hospitals. R.S. § 40:2116. *See also Certificate of Need (CON) State Laws*, National Conference of State Legislatures, <https://www.ncsl.org/research/health/con-certificate-of-need-state-laws.aspx>.

Hospitals, health systems, and other facilities—including both Louisiana and out-of-state providers—have recently entered into or expanded service in the Parties’ geographic service area.⁵⁸ These substantial expansions demonstrate the ease with which hospitals and other health care service providers can enter the market under current market and regulatory conditions. For example:

- **Ochsner.** Ochsner broke ground in 2021 on a “super clinic” in Metairie, a 185,000-square-foot facility that will include, among others, primary and specialty care clinics, outpatient surgery, physical therapy, a drive-through pharmacy, endoscopy suites, a Medi-Spa, behavioral health services, and a cardiology and catheterization lab. The clinic, which is expected to open in early 2023, will be equipped with technology for telemedicine and will also feature a 10-bed “micro-hospital” to accommodate overnight stays.⁵⁹ Ochsner also recently announced plans to build a 132,000-square-foot neuroscience center near Ochsner Medical Center that will include an Innovation Center, integrative and aquatic therapies, and a neurological rehabilitation center.⁶⁰

In 2018, Ochsner opened a new campus as part of a \$360 million expansion of its Jefferson Highway complex. The campus includes a skilled nursing facility, an inpatient rehabilitation hospital and a long-term acute care unit.⁶¹ Ochsner also recently opened a \$25 million, 51,600-square-foot health clinic in Ascension Parish with 18 exam rooms, a laboratory, a full radiology suite, and a second floor built for future growth;⁶² an outpatient health center offering women’s health, primary, and pediatric care services in Metairie in December 2021;⁶³ and a new primary health care clinic located in New Orleans East providing primary and specialty care, such as cardiology, diabetes management and education, podiatry, and smoking cessation services, in October 2020.⁶⁴ Recently, Ochsner has also significantly expanded its cancer care capabilities, including a 115,000-square-foot, \$56 million addition to the Gayle and Tom Benson Cancer Center located in New Orleans in September 2020 and a new

⁵⁸ See also the response to Specification 5(h).

⁵⁹ *Ochsner Health and Clearview Announce Super Clinic and Micro-Hospital Development at Clearview City Center*, Ochsner Health (Dec. 3, 2020), <https://news.ochsner.org/news-releases/ochsner-health-and-clearview-announce-super-clinic-and-micro-hospital-development-at-clearview-city-center>; Tommy Santora, *Top Construction Projects 2022: 8. Ochsner Health Expansion*, New Orleans City Business (Feb. 9, 2022), <https://neworleanscitybusiness.com/blog/2022/02/09/top-construction-projects-2022-8-ochsner-health-expansion/>.

⁶⁰ *Ochsner to build neuroscience center on Jefferson Highway*, New Orleans City Business (Sept. 27, 2022), <https://neworleanscitybusiness.com/blog/2022/09/27/ochsner-to-build-neuroscience-center-on-jefferson-highway>.

⁶¹ *Ochsner Health Celebrates Opening of New West Campus Location*, Ochsner Health (Mar. 15, 2018), <https://news.ochsner.org/news-releases/ochsner-health-system-celebrates-opening-of-new-west-campus-location>.

⁶² *Ochsner Health Center – Gonzales*, Ochsner Health, <https://www.ochsner.org/locations/ochsner-health-center-gonzales>.

⁶³ *Ochsner Health Center – Old Metairie is Now Open*, Ochsner Health (Jan. 6, 2022), <https://news.ochsner.org/news-releases/ochsner-health-center-old-metairie-is-now-open>.

⁶⁴ *Ochsner Community Health Brees Family Center Now Open in New Orleans East*, Ochsner Health (Oct. 14, 2020), <https://news.ochsner.org/news-releases/ochsner-community-health-brees-family-center-now-open-in-new-orleans-east>.

75,000-square-foot cancer care center in St. Tammany Parish, through a partnership with St. Tammany Health System, that more than doubled its existing cancer care space in Covington.⁶⁵ Ochsner has also planned a \$10 million expansion for its Cancer Center in Baton Rouge, which will include a new pharmacy, additional examination, and consultation rooms. These additions are just a few examples among Ochsner's many new and expanded facilities throughout the state, including in Baton Rouge, Lafayette, Shreveport, and more.⁶⁶ Ochsner has also announced plans for additional expansions, including a \$15 million investment in community health care clinics and senior clinics in St. Tammany and other parishes planned for 2022.⁶⁷

- **St. Tammany Health System.** A Covington, Louisiana hospital, St. Tammany Health System announced in October 2021 that it plans to construct a \$75 million comprehensive surgical center in St. Tammany Parish. The new center will include twelve surgery suites as well as supporting departments and services, including preoperative and postoperative care, beds for overnight stays, surgical sterilization, imaging, lab, pharmacy, rehabilitation, and more.⁶⁸
- **The Surgery Center.** In May 2021, a New Orleans board-certified plastic and reconstructive surgeon announced plans to build a \$5 million ambulatory surgical center in New Orleans. The facility, The Surgery Center, primarily serves the physician's practice and offers cosmetic and reconstructive surgery to patients in the New Orleans area.⁶⁹
- **Montecito Medical.** A privately held company specializing in health care-related real estate acquisitions and funding the development of medical real estate headquartered in Tennessee, Montecito Medical is "currently pursuing additional opportunities in

⁶⁵ *The Gayle and Tom Benson Cancer Center Celebrates Expansion with Grand Re-Opening*, Ochsner Health (Sept. 29, 2020), <https://news.ochsner.org/news-releases/the-gayle-and-tom-benson-cancer-center-celebrates-expansion-with-grand-re-opening>.

⁶⁶ *Online Newsroom*, Ochsner Health, <https://news.ochsner.org/news-releases>; Tommy Santora, *Top Construction Projects 2022: 8. Ochsner Health Expansion*, New Orleans City Business (Feb. 9, 2022), <https://neworleanscitybusiness.com/blog/2022/02/09/top-construction-projects-2022-8-ochsner-health-expansion/>.

⁶⁷ Tommy Santora, *Top Construction Projects 2022: 8. Ochsner Health Expansion*, New Orleans City Business (Feb. 9, 2022), <https://neworleanscitybusiness.com/blog/2022/02/09/top-construction-projects-2022-8-ochsner-health-expansion/>.

⁶⁸ *St. Tammany Health Will Build \$75 Million Surgical Center*, Nola.com (Oct. 11, 2021), https://www.nola.com/news/communities/st_tammany/article_a74bf6ce-225a-11ec-89c0-33a535427cad.html.

⁶⁹ Patsy Newitt, *Physician Opening \$5M Plastic Surgery ASC*, Becker's ASC Review (May 21, 2021), <https://www.beckersasc.com/new-asc-development/physician-opening-5m-plastic-surgery-asc.html>.

Louisiana.”⁷⁰ In June 2022, Montecito Medical acquired a 7,064-square-foot ambulatory surgical center building in Shreveport.⁷¹

- **Arise Vascular.** In August 2021, Austin, Texas-based Arise Vascular, in conjunction with local Louisiana physicians, opened a 10,800-square-foot cardiovascular surgery center in Lafayette, the first ambulatory surgical center in the area to exclusively perform cardiovascular procedures.⁷²
- **Mary Bird Perkins Cancer Center.** In November 2021, Mary Bird Perkins Cancer Center (“Mary Bird”), with locations in Baton Rouge and Covington, finalized an agreement to partner with OneOncology, a national platform for independent oncology practices.⁷³ The partnership enabled Mary Bird to expand oncology services and recruitment of additional medical oncologists at its location in Covington.
- **Cardiovascular Specialty Care Center of Covington.** In May 2017, the Cardiovascular Specialty Care Center of Covington opened in Covington, Louisiana. The practice provides various cardiology and internal medical services.
- **CHRISTUS Shreveport-Bossier Health System.** In 2022, CHRISTUS Shreveport-Bossier Health System opened a new Cardiovascular Center of Excellence at CHRISTUS Highland Medical Center in Shreveport. The heart center is the result of a \$43 million investment over the past five years and includes an emergency room, 16 new patient beds, new ICU beds, surgical suites, and labs. The medical staff includes CHRISTUS Shreveport-Bossier’s cardiology partners at Advanced Cardiovascular Specialists, a practice based in Shreveport.⁷⁴

These expansions demonstrate that competition is alive and well in Louisiana. Hospitals and other providers of inpatient and outpatient services are able to enter Louisiana and expand, as needed, to meet patient needs in the state. Post-Transaction, the Parties expect to continue to face competition from new and existing competitors.

⁷⁰ *Montecito Medical Acquires Surgery Center Property in Shreveport*, Business Wire (June 16, 2022), <https://www.businesswire.com/news/home/20220616005673/en/Montecito-Medical-Acquires-Surgery-Center-Property-in-Shreveport>.

⁷¹ Armani Washington, *Christus Health ASC Acquired in Louisiana*, Becker’s ASC Review (June 22, 2022), <https://www.beckersasc.com/asc-transactions-and-valuation-issues/louisiana-asc-property-acquired-christus-health-asc-acquired-in-louisiana.html>.

⁷² *Arise Vascular Opens First Outpatient Cardiovascular Center in Lafayette, La.*, PR Newswire (Aug. 30, 2021), <https://www.prnewswire.com/news-releases/lafayette-la-gains-first-outpatient-cardiovascular-center-301365422.html>.

⁷³ *Mary Bird Perkins Cancer Center and OneOncology Finalize Agreement to Take Giant Leap Forward in Cancer Care*, Mary Bird Perkins Cancer Center (Nov. 2, 2021), <https://marybird.org/press-release/mary-bird-perkins-cancer-center-and-oneoncology-finalize-agreement-to-take-a-giant-leap-forward-in-cancer-care/>.

⁷⁴ Advanced Cardiovascular Specialists, <https://acsdoctors.com/>.

5(j). A detailed explanation of the projected effects, including expected volume, change in price, and increased revenue, of the agreement or transaction on each party's current businesses, both generally as well as the aspects of the business directly involved in the proposed agreement or transaction;

Response to Specification 5(i):

Following the Transaction, the Parties expect to retain existing patient volumes and revenue through expanded clinical services, improved access to quality care, enhanced patient experience, and an academic health system accessible to all residents of Louisiana. The Parties also expect to attract new patients and associated revenues and operate more efficiently to drive costs down for patients.

1. The Parties' combined patient volumes will fuel improved quality of care post-Transaction.

The Parties' proposal to create a combined academic health system will increase patient volume by retaining prior patient volumes and attracting new patients through better care coordination, greater combined expertise, and higher-quality care. The Parties expect that, system-wide, volumes will not be reduced because the Parties will be able to better coordinate clinical services and improve access to care. Moreover, the combined volumes and clinical expertise will lead to improvements in the quality of services offered at the combined system.⁷⁵ Improvements include the Parties' plans to enhance training and recruitment of additional primary care physicians, specialists, and subspecialists; develop Centers of Excellence; and upgrade catheterization lab suites at University Medical Center New Orleans, among many others.⁷⁶ The Parties expect these enhanced facilities and higher quality services to increase retention and attract new patients. Moreover, patients that would have otherwise left the region or the state for high-end services may instead choose to receive care locally at either EJGH or University Medical Center New Orleans.

Additionally, the Parties anticipate that the Transaction will lead to increased patient volumes at certain facilities following the relocation of clinical services from TUMC. For example, the Parties expect increased patient volumes at EJGH after relocating services from TUMC to EJGH, [REDACTED].⁷⁷ Similarly, the Parties anticipate increased patient volumes at University Medical Center New Orleans and Touro following the relocation of certain services from TUMC to LCMC Health's downtown New Orleans hospital. These increased volumes will in turn improve quality, as increased patient volumes correspond with increased quality across a number of services.⁷⁸

2. The Parties expect to increase revenue post-Transaction, which can be reinvested locally to improve health care in the region.

⁷⁵ See the response to Specification 5(m)(3)(b), (4) for more detail.

⁷⁶ See the responses to Specifications 5(d) and 5(m)(6), (8) for more detail.

⁷⁷ See the response to Specification 5(m)(4) for more detail.

⁷⁸ See the response to Specification 5(m)(4) for more detail.

The Parties also expect to both retain existing revenue and grow revenues following the Transaction. Planned investments in the combined health system, development of centers of excellence, and enhanced clinical services will continue to draw the Parties' existing patient population, but it will also draw new patients to the combined entity. Increased revenues can be reinvested locally to improve health care in the region, thereby benefitting patients and the community at large.⁷⁹

3. The Transaction will not lead to "unduly increased" prices.

The Parties remain committed to providing access to high-quality health care at low costs and will continue to do so post-Transaction. There are several factors that will prevent "unduly increased" prices post-Transaction, including:

- A COPA participant must submit price data in its annual report. LAC 48:XXV.517(B)(3). The Attorney General may then disapprove any changes to hospital service rates through informal mechanisms, through an enforcement action, or through revocation. R.S. §§ 40:2254.9–40:2254.11; LAC 48:XXV.517. This authority to provide ongoing supervision ensures that costs do not balloon for patients.⁸⁰
- The Transaction will not reduce competition among health care providers or health care facilities. Rather, the Parties will continue to face robust competition from large and significant health systems, hospitals, and other facilities. This competition, in turn, will incentivize the Parties to keep costs down to remain competitive with other providers of health care services in the area, including Ochsner's many hospitals in the greater New Orleans region.
- The Transaction will result in substantial efficiencies and cost savings,⁸¹ which will allow the Parties to improve health care quality without unduly increasing costs.
- Post-Transaction, the Parties will continue to provide services at low or no cost to patients in underserved populations, including by continuing to provide charity care and services to sizeable Medicaid and Medicare populations.⁸²

⁷⁹ See the response to Specification 5(n) for more detail.

⁸⁰ See the response to Specification 5(m) for more detail.

⁸¹ See the response to Specification 5(o) for more detail.

⁸² LCMC Health provides medical care without charge or at reduced costs to residents of its community through financial assistance. In addition, consistent with its charitable purpose, LCMC Health funds a broad range of community programs, including health seminars, health screenings, in-home caregiver services, counseling, pastoral care, health enhancement and wellness programs, to serve the health needs of the community. See the response to Specification 5(m) for more detail.

5(k). Each entity's estimate of their respective present market shares and that of others affected by the proposed agreement or transaction, and projected market shares after implementation of the proposed agreement or transaction;

Response to Specification 5(k):

The Parties' resulting combined market shares for inpatient and outpatient services as part of the Transaction will enable the combined system to provide better quality, personalized health care services for patients living throughout the entire state of Louisiana. However, the Parties will continue to face robust competition from large and significant health systems, hospitals, and other facilities.

Tables 5(k)-1 and 5(k)-2 contain the projected post-Transaction, state-wide market shares, based on data from 2019, for the Parties and other health care systems in the surrounding communities for both inpatient and outpatient services. Together, LCMC Health and Tulane account for only 12% share of inpatient share for commercial payors and 15% share of hospital-based outpatient services for commercial payors, compared to Ochsner, which accounts for 27% and 35%, respectively. Both Parties draw patients from all 64 parishes in Louisiana, which will continue post-Transaction given the Parties' commitment to enhancing clinical service and quality, advancing medical education and research, and ultimately improving overall patient experience.

Table 5(k)-1: Inpatient Discharge Market Shares for All Patients

System/Hospital	All Patients	
	All Payors	Commercial Payors Only
<u>LCMC Health</u>	12%	9%
<u>Tulane</u>	4%	3%
Ochsner Health System ⁸³	30%	27%
Franciscan Missionaries of Our Lady Health System	14%	14%
CHRISTUS Health	5%	8%
Willis-Knighton Health System	7%	7%
North Oaks Health System	2%	1%
Woman's Hospital	3%	7%
Baton Rouge General Medical Center	3%	5%
Allegiance Health Management	3%	2%
HCA (Rapides Regional Medical Center)	3%	2%
Lake Charles Memorial Health System	3%	3%
Opelousas General Health System	1%	1%
Glenwood Regional Medical Center ⁸⁴	2%	5%
Other LA Hospitals	8%	6%
TOTAL	100%	100%

⁸³ Ochsner has a partnership with LSU Health Shreveport and a joint venture with CHRISTUS Health. *See Ochsner Health and LSU Health Shreveport Join Forces to Improve Healthcare in North Louisiana*, Ochsner Health (Sept. 24, 2018), <https://news.ochsner.org/news-releases/ochsner-health-system-and-lsu-health-shreveport-join-forces-to-improve-health>; *CHRISTUS Health and Ochsner Health Finalize Partnership in Lake Charles*, Ochsner Health (Sept. 5, 2018), <https://news.ochsner.org/news-releases/christus-health-and-ochsner-health-system-finalize-partnership-in-lake-char>.

⁸⁴ Operated by Steward Health Care System.

Table 5(k)-2: Outpatient Hospital-Based Market Shares for All Patients

System/Hospital	All Patients	
	All Payors	Commercial Payors Only
<u>LCMC Health</u>	15%	10%
<u>Tulane</u>	4%	5%
Ochsner Health System ⁸⁵	31%	35%
Franciscan Missionaries of Our Lady Health System	15%	13%
CHRISTUS Health	4%	5%
Willis-Knighton Health System	4%	4%
North Oaks Health System	2%	1%
Woman's Hospital	3%	7%
Baton Rouge General Medical Center	1%	2%
Allegiance Health Management	3%	2%
HCA (Rapides Regional Medical Center)	2%	1%
Lake Charles Memorial Health System	3%	2%
Opelousas General Health System	2%	1%
Glenwood Regional Medical Center ⁸⁶	1%	1%
Other LA Hospitals	10%	11%
TOTAL	100%	100%

Inpatient Services – Post-Transaction, Ochsner would remain the largest health care system in Louisiana, serving more patients than LCMC Health and Tulane combined. In 2019, Ochsner had a 30% share of inpatient services in Louisiana. Then, Franciscan Missionaries of Our Lady had a 14% share. In contrast, LCMC Health had a 12% share of inpatient discharges in Louisiana in 2019, and Tulane had a 4% share. Post-Transaction, the Parties would have a combined 16% of inpatient visits throughout the state of Louisiana. Furthermore, as outlined in response to Specifications 5(h) and 5(i), the Parties will continue to face considerable competition from several leading health care systems as well as a litany of other regional centers providing health care services to patients throughout Louisiana.

⁸⁵ Ochsner has a partnership with LSU Health Shreveport and a joint venture with CHRISTUS Health. *See Ochsner Health and LSU Health Shreveport Join Forces to Improve Healthcare in North Louisiana*, Ochsner Health (Sept. 24, 2018), <https://news.ochsner.org/news-releases/ochsner-health-system-and-lsu-health-shreveport-join-forces-to-improve-health>; *CHRISTUS Health and Ochsner Health Finalize Partnership in Lake Charles*, Ochsner Health (Sept. 5, 2018), <https://news.ochsner.org/news-releases/christus-health-and-ochsner-health-system-finalize-partnership-in-lake-char>.

⁸⁶ Operated by Steward Health Care System.

Outpatient Services – Ochsner currently provides the biggest share of outpatient services to patients in Louisiana, with 31% of hospital-based outpatient visits, and would likely maintain this position post-Transaction. As for other health care systems, Franciscan Missionaries of Our Lady Health System had a 15% share, CHRISTUS Health had a 4% share, and Willis-Knighton Health System had a 4% share of hospital-based outpatient visits in 2019. Post-Transaction, the Parties would have a combined 19% of outpatient visits throughout Louisiana.

As noted in response to Specification 5(e), the Transaction will allow the Parties to better address the current health needs for patients across the state – an impact neither party can accomplish individually.

5(l). Identification of business plans, reports, studies, or other documents that discuss each entity's projected performance in the market, business strategies, competitive analyses and financial projections, including any documents prepared in anticipation of the cooperative agreement, merger or consolidation, as well as those prepared prior to contemplation of the transaction;

Response to Specification 5(l):

The following business plans, reports, studies, and other documents have been identified as responsive to Specification 5(l):

Table 5(l): Business Plans, Reports, and Studies

Entity	Document Title
LCMC Health	Acute Discharges – University Medical Center New Orleans (2021–Apr. 2022)
	East Jefferson General Hospital & Berkely Research Group Assessment Report Out (dated 4/30/2019)
	East Jefferson General Hospital – Strategy & Business Development Briefing (dated March 2019)
	LCMC Health – Acute Discharges & ED Visits (2017–2022)
Tulane	Market Scenario Planner (dated 5/25/2022)
	New Orleans Market Next Generation Growth (dated 9/4/2019)
HCA	NOLA Market Study (through Q3 2021)
	HCA New Orleans Market Projections (dated 6/12/2019)
	Analysis of Tulane Divestiture (dated 3/28/2021)
	Breakeven Analysis (dated June 2022)

5(m). A description of each entity's performance goals, including quantitative standards for achieving the objectives of:

(1) lower health care costs; or

(2) higher quality health care or greater access to health care in Louisiana without any undue increase in health care costs.

Response to Specification 5(m):

The Transaction will allow the Parties to achieve their goals of providing greater access to higher quality health care without an undue increase in health care costs, to the benefit of the greater New Orleans community. As detailed below, the Parties plan to achieve these goals through specific commitments that will produce numerous quantitative benefits to the community.

1. The Parties' non-profit status, post-Transaction, will allow the entities to continue providing care to underserved populations.

After the Transaction returns UHS' operations to a local, not-for-profit institution, the Parties will continue providing access to higher-quality services at low or no cost to underserved populations. These services, which include providing health care to significant Medicaid and Medicare populations, serve as a continuation of the Parties' historic commitment to providing care for these patients. For example:

- LCMC Health and Tulane serve a higher percentage of Medicaid and Medicare patients, based on the number of discharges, than many competitors in the region.⁸⁷ In 2019, for example, 78% of LCMC Health discharges and 74% of Tulane discharges were Medicaid and Medicare patients, compared to 70% for Ochsner.⁸⁸
- When considering Medicaid patients only, the Parties serve a significantly higher percentage of such patients than many other hospitals and health systems in the area. For example, in 2019, 42% of patients served at LCMC Health were Medicaid patients, as compared to just 32% of patients served at Ochsner and 28% of patients at Franciscan Missionaries of Our Lady Health System.⁸⁹
- Compared to other hospitals and health systems in the state, LCMC Health and Tulane serve a more varied mix of payors while other hospitals serve more commercial payors. For example, in 2019, just 18% of LCMC Health discharges and 19% of Tulane discharges were commercial patients, whereas 21% of Ochsner discharges and 23% of

⁸⁷ Payor data from Louisiana Health Information Network ("LHIN") (2019). See *LHIN User Group and Data Training - Overview*, Louisiana Hospital Association Management Corporation, http://www.lhaonline.org/resource/resmgr/edu_17/10.5_LHIN_User_Grp_and_Data.pdf.

⁸⁸ *Id.*

⁸⁹ *Id.*

discharges at Franciscan Missionaries of Our Lady Health System were commercial patients for that same time period.

Additionally, the hospitals' non-profit status post-Transaction will allow them to continue to provide charity care to individuals without the ability to pay. Non-profit hospitals receive the benefit of tax exemption in exchange for providing benefits to the community.⁹⁰ The benefit of this tax exemption, in turn, allows non-profit hospitals to provide charity care and other financial assistance services to patients. A recent report found that tax-exempt hospitals provided more than \$110 billion in total benefits to their communities in 2019 alone, the most recent year for which comprehensive data is available.⁹¹

The Parties' hospitals provide charity care—unbilled and uncollected expenses for patients unable to pay for services—in addition to the Medicare and Medicaid services discussed above, and will continue to do so post-Transaction. LCMC Health's hospitals already operate as non-profit hospitals, a tradition that stretches back to its original children's hospital, and they will continue to do so after the Transaction. Today, LCMC Health provides both financial assistance, defined as medical care without charge or at reduced costs to residents of its community, as well as community support, which includes a broad range of community programs designed to meet the health needs of the community that are funded and resourced by LCMC Health.⁹² Community support includes educational programs such as health seminars, health screenings, in-home caregiver services, counseling for patients and families, pastoral care, health enhancement and wellness programs, telephone information services, and the donation of space for use by community groups.

The provision of charity care by the UHS Hospitals will only be enhanced by the Transaction. These hospitals will take not-for-profit status following the Transaction, allowing them to provide more significant charity care and other services at low or no cost to patients in the area. As non-profits, the UHS Hospitals will join in LCMC Health's tradition of providing both financial assistance and community support to Louisiana's patient populations.

2. The COPA statute's supervision provisions will ensure costs are contained for the benefit of patients.

The Louisiana Department of Justice, Office of the Attorney General, has authority to supervise COPA recipients, ensuring that health care costs will not be unduly increased. Specifically, a party to a COPA must submit regular reports with "specific data relating to cost, access, and quality" to the Office of the Attorney General for review.⁹³ LAC 48:XXV.515. The reports must include detailed explanations of any changes in prices and a description of "how the

⁹⁰ *Charitable Hospitals – General Requirements for Tax-Exemption Under Section 501(c)(3)*, Internal Revenue Service, <https://www.irs.gov/charities-non-profits/charitable-hospitals-general-requirements-for-tax-exemption-under-section-501c3>.

⁹¹ *Results from 2019 Tax-Exempt Hospitals' Schedule H Community Benefit Reports*, American Hospital Association (June 2022), <https://www.aha.org/system/files/media/file/2022/06/aha-2019-schedule-h-reporting.pdf>.

⁹² Financial assistance includes direct and indirect costs associated with providing financial assistance.

⁹³ See the response to Specification 5(h) for more detail.

agreement has affected the cost”—as well as quality and access—“of services provided by each party.” LAC 48:XXV.517. After reviewing these reports, the Department has the authority to revoke a previously granted COPA if it determines that the Transaction “is not resulting in lower health care costs or greater access to or quality of health care than would occur in [its] absence.” R.S. § 40:2254.6. Post-Transaction, LCMC Health will submit annual reports in accordance with these requirements.

Additionally, the applicable statute requires “direct” and “active” supervision of the implementation of an agreement for which a COPA has been granted, thereby granting the Attorney General the authority to approve or deny future changes to hospital service rates. R.S. §§ 40:2254.1; 40:2254.9. In doing so, the statute prevents a party from increasing inpatient and outpatient prices without justifying such increases to, and receiving approval from, the Attorney General. Thus, by providing for supervision by the Attorney General, the statutes in effect in Louisiana will ensure that health care costs do not unduly increase as a result of the Transaction.

3. Post-Transaction, the Parties will be well-equipped to improve quality, measured quantitatively, by combining services and sharing clinical expertise.

The Parties’ hospitals have proven track records of providing quality care to patients in the greater New Orleans area, as demonstrated by a number of awards, designations, and certifications. Though the hospitals’ current performances have been recognized and awarded, opportunities remain to improve the quality of care delivered. By consolidating clinical programming and patient care, the Transaction will allow the Parties to improve quality across the combined health system, measured quantitatively by various national metrics and rankings, through increased patient volumes and by combining services at University Medical Center New Orleans, Touro, and the new academic medical center located at EJGH. In doing so, patients will benefit from the quality and expertise each hospital brings to the combined entity post-Transaction.

- (a) The Parties’ hospitals have been awarded numerous accolades and designations demonstrating high levels of quality care.

Recognition of EJGH’s Quality. EJGH has consistently been awarded a number of accolades related to quality of care. For example, in July 2022, EJGH received an overall CMS 4-Star rating, the region’s highest rating,⁹⁴ based on how well it performed across different areas of quality, such as treating heart attacks and pneumonia, readmission rates, and safety of care.⁹⁵ EJGH received a CMS 3-Star rating in Patient Experience, which is based on patients’ evaluations of communication with doctors and nurses, responsiveness of hospital staff, communication about medicines, cleanliness and quietness of the hospital, discharge information, transition to post-

⁹⁴ For hospitals within 25 miles of New Orleans, Louisiana. See *Care Compare*, Centers for Medicare & Medicaid Services (“CMS”), <https://www.medicare.gov/care-compare/results?searchType=Hospital&page=1&city=New%20Orleans&state=LA&zipcode=&radius=25&sort=closest>.

⁹⁵ *Care Compare*, CMS, <https://www.medicare.gov/care-compare>.

hospital care, and overall rating of the hospital.⁹⁶ Similarly, in 2021, EJGH received Healthgrades' Patient Safety Excellence Award, recognizing EJGH as top in the nation for providing excellence in patient safety by preventing infections, medical errors, and other preventable complications.⁹⁷ In 2022, EJGH was named one of America's 100 Best Hospitals for Prostate Surgery, according to Healthgrades. Additionally, in spring 2022, EJGH was one of only 932 hospitals nationwide to receive Leapfrog's highly-coveted "A" safety grade—the highest possible marker—based on its performance in preventing medical errors, infections, and other harms.⁹⁸ EJGH was also ranked in the top 10% of all hospitals in America by CareChex for overall medical excellence and patient safety in four specialties, was designated #1 in its market by CareChex in five specialties, and was designated in the top 10% of its market by CareChex in four specialties.⁹⁹

EJGH's quality of care has also been recognized through numerous awards from highly-regarded national and state organizations, including: the Joint Commission (Gold Seal of Approval); the American Heart Association (Gold Award); the American Nurses Credentialing Center (Magnet Recognition); and Blue Cross Blue Shield of Louisiana (Blue Distinction Center for Knee and Hip Replacement).¹⁰⁰ Additionally, EJGH has numerous accreditations, certifications, and designations, which demand a high level of quality to obtain and maintain, including: Louisiana Birth Ready Plus Designation; Baby Friendly Redesignation; American College of Cardiology Transcatheter Valve Certification; Joint Commission Thrombectomy Capable Stroke Recertification; American Association of Cardiovascular & Pulmonary Rehabilitation – Pulmonary Rehabilitation Program Certification and Cardiac Rehabilitation Program Certification; American Heart Association (Mission: Lifeline EMS Recognition); and American College of Radiology Accreditation in CT, Mammogram, MRI, Nuclear Med, Ultrasound, Radiation Oncology, and PET.¹⁰¹

Recognition of University Medical Center New Orleans's Quality. University Medical Center New Orleans has also been recognized through accolades and designations that require a high level of quality to obtain and maintain, including The Joint Commission's Gold Seal of Approval, designation as an Antimicrobial Stewardship Center of Excellence by the Infectious Diseases Society of America, and the American Heart Association/American Stroke Association's

⁹⁶ HCAHPS: Patients' Perspectives of Care Survey, Medicare, <https://www.cms.gov/Medicare/Quality-Initiatives-Patient-Assessment-Instruments/HospitalQualityInits/HospitalHCAHPS>.

⁹⁷ East Jefferson General Hospital, Healthgrades, <https://www.healthgrades.com/hospital-directory/louisiana-la-new-orleans/east-jefferson-general-hospital-hgst4a064176190146>.

⁹⁸ East Jefferson General Hospital, Leapfrog Hospital Safety Grade, <https://www.hospitalsafetygrade.org/h/east-jefferson-general-hospital>; *Explanation of Hospital Safety Grades*, Leapfrog Hospital Safety Grade (Spring 2022), https://www.hospitalsafetygrade.org/media/file/ExplanationofSafetyGrades_Spring2022.pdf.

⁹⁹ Awards and Accreditations, LCMC Health, <https://www.lcmchealth.org/about-us/awards-and-accreditations/>.

¹⁰⁰ *Quality & Patient Safety*, East Jefferson General Hospital, <https://www.lcmchealth.org/east-jefferson-general-hospital/about-us/quality-patient-safety/>.

¹⁰¹ Based on data available December 31, 2021. See *Fact Sheet*, East Jefferson General Hospital <https://www.lcmchealth.org/documents/content/EJGH-2021-Fact-Sheet.pdf>.

Get With The Guidelines Target: Stroke Honor Roll Gold Plus Quality Achievement Award.¹⁰² University Medical Center New Orleans has a Level 1 trauma center, as well as an American Burn Association Verified Burn Center, a Pulmonary Hypertension Association Accredited Center of Comprehensive Care, a Nationally-Certified Primary Stroke Center by The Joint Commission, and a Commission on Cancer Accredited Cancer Program.¹⁰³ Additionally, LCMC Health, together with LSU, is currently in the process of pursuing NCI designation for a Cancer Center located at University Medical Center New Orleans, which will further enhance the quality of cancer care provided. In July 2022, University Medical Center New Orleans received a CMS 3-Star patient survey rating.¹⁰⁴

Recognition of TUMC's Quality. Similarly, TUMC has received various awards and recognitions demonstrating quality, including The Joint Commission's Gold Seal of Approval, Aetna Institutes of Quality recognition, and a Certificate for Outstanding Contribution in Promoting Patient Safety With Medical Devices from the Food and Drug Administration and MedSun Patient Safety Staff.¹⁰⁵ TUMC received a CMS 3-Star patient survey rating in July 2022 and a "B" Leapfrog safety grade in spring 2022.¹⁰⁶ The hospital was rated High Performing in stroke, heart attack, and five other procedures or conditions by U.S. News, and according to CMS in July 2022, only 1% of patients left the emergency department before being seen, less than the national average of 2%.¹⁰⁷ Left without being seen ("LWBS") data is commonly used as an indication of quality, with lower rates demonstrating higher quality.¹⁰⁸

Additionally, TUMC has been awarded Advanced Comprehensive Stroke Designation by The Joint Commission; Carotid Artery Stenting Facility Certification by CMS; Chest Pain Center Accreditation by the Society of Cardiovascular Patient Care; Echocardiography Accreditation by the Intersocietal Accreditation Commission; Accreditation by the Foundation for the Accreditation of Cellular Therapy; Bariatric Surgery Program Accreditation by the Metabolic and Bariatric Surgery Accreditation and Quality Improvement Program; Accreditation by the Commission on Cancer Accreditation Program; Mammography Accreditation by the American College of Radiology; and Laboratory Accreditation by the College of American Pathologists.¹⁰⁹

¹⁰² *Recognitions & Awards*, University Medical Center, <https://www.lcmchealth.org/university-medical-center-new-orleans/about-us/recognitions-awards/>.

¹⁰³ *Medical Services & Programs*, University Medical Center, <https://www.lcmchealth.org/university-medical-center-new-orleans/our-services/>.

¹⁰⁴ *Care Compare*, CMS, <https://www.medicare.gov/care-compare>.

¹⁰⁵ *Awards*, Tulane Medical Center, <https://tulanehealthcare.com/about/awards.dot>.

¹⁰⁶ *Tulane University Hospital and Clinic*, Leapfrog Hospital Safety Grade, <https://www.hospitalafetygrade.org/h/tulane-university-hospital-and-clinic>; *Care Compare*, CMS, <https://www.medicare.gov/care-compare>.

¹⁰⁷ *Tulane Health System – New Orleans*, U.S. News Best Hospitals, <https://health.usnews.com/best-hospitals/area/la/tulane-medical-center-6720032>; *Care Compare*, CMS, <https://www.medicare.gov/care-compare>.

¹⁰⁸ See, e.g., Kendra P. Parekh et al., *Who Leaves the Emergency Department Without Being Seen?*, BMC Emergency Medicine (June 21, 2013), <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3699376>.

¹⁰⁹ *Accreditations and Certifications*, Tulane Medical Center, <https://tulanehealthcare.com/about/awards.dot>.

Recognition of Tulane Lakeside's Quality. Tulane Lakeside has received many recent accolades and accreditations for its quality. The hospital received an "A" grade on the Spring 2022 Leapfrog Safety update and was named a Top Teaching Hospital nationally by The Leapfrog Group for the second time in December 2021.¹¹⁰ Also in 2021, Newsweek named Tulane Inpatient Rehabilitation Center at Tulane Lakeside one of America's Best Physical Rehabilitation Centers.¹¹¹ Tulane Lakeside is a GIFT-Designated Birthing Facility, and in 2021 was awarded the Birth Ready+ Designation by the Louisiana Department of Health for the highest level of consistent application of practices that promote safe, equitable, and dignified birth.¹¹² Tulane Lakeside has received Accreditation by The Joint Commission, Laboratory Accreditation by the College of American Pathologists, and Mammography Accreditation by the American College of Radiology.¹¹³

Recognition of Lakeview's Quality. Tulane's Lakeview Regional Medical Center has been recognized for providing quality care on a number of metrics. The hospital has earned The Joint Commission's Gold Seal of Approval.¹¹⁴ In June 2022, Lakeview was awarded a Top Workplace honor by *The Times-Picayune* and *The New Orleans Advocate*.¹¹⁵ Lakeview has also received the following awards demonstrating quality: 2022 Gold Recognition by the National Hospital Organ Donation Campaign; American Heart Association and American Stroke Association Get With The Guidelines – Stroke GOLD PLUS with Honor Roll and Target: Type 2 Diabetes Honor Roll; Healthgrades Stroke Care Excellence Award 2022; and Hospital of the Year Award for Respiratory Care by the Louisiana Society for Respiratory Care.¹¹⁶ The hospital has received American Association of Cardiovascular and Pulmonary Rehabilitation Certification; Advanced Certification in Stroke (Primary Stroke Center) by The Joint Commission; Aetna Institutes of Quality Designation; Baby-Friendly Designation; GIFT Designation; and Accreditations in

¹¹⁰ *Tulane Lakeside Hospital*, Leapfrog Hospital Safety Grade, <https://www.hospitalsafetygrade.org/h/tulane-lakeside-hospital>; *Tulane Lakeside Named Top Teaching Hospital by Leapfrog*, Tulane Lakeside Hospital (Dec. 7, 2021), <https://tulanelakeside.com/about/newsroom/tulane-lakeside-named-top-teaching-hospital-by-leapfrog>.

¹¹¹ *America's Best Physical Rehabilitation Centers 2021*, Newsweek, <https://www.newsweek.com/best-physical-rehabilitation-centers-2021/louisiana>.

¹¹² GIFT stands for Guided Infant Feeding Techniques and is endorsed by the Louisiana Chapters of the American Academy of Pediatrics and American College of Obstetricians and Gynecologists and the Louisiana Commission on Perinatal Care and the Prevention of Infant Mortality. See *Awards*, Tulane Lakeside Hospital, <https://tulanelakeside.com/about/awards.dot>. See also *Tulane Lakeside Named Top Teaching Hospital by Leapfrog*, Tulane Lakeside Hospital (Dec. 7, 2021), <https://tulanelakeside.com/about/newsroom/tulane-lakeside-named-top-teaching-hospital-by-leapfrog>.

¹¹³ *Fact Sheet*, Tulane Lakeside Hospital, <https://tulanelakeside.com/util/documents/TMC-Fact-Sheet-2020.pdf>.

¹¹⁴ *Lakeview Regional Medical Center*, Leapfrog Hospital Safety Grade, <https://www.hospitalsafetygrade.org/h/lakeview-regional-medical-center-a-campus-of-tulane-medical-center>; *Accreditations and Certifications*, Lakeview Regional Medical Center, <https://lakeviewregional.com/about/awards.dot>.

¹¹⁵ *The Times-Picayune and New Orleans Advocate Name Lakeview Regional Top Workplace*, Lakeview Regional Medical Center (June 28, 2022), <https://lakeviewregional.com/about/newsroom/the-times-picayune-and-new-orleans-advocate-name-lakeview-regional-top-workplace>.

¹¹⁶ *Awards*, Lakeview Regional Medical Center, <https://lakeviewregional.com/about/awards.dot>.

Mammography, MRI, Nuclear Medicine, and Ultrasound from the ACR Committee on Accreditation.¹¹⁷

- (b) After the Transaction, the Parties will continue to improve and maintain high quality of care.

As part of the Transaction, the Parties plan to relocate and combine clinical services from TUMC to University Medical Center New Orleans and a new academic medical center located at EJGH. Doing so will allow the Parties to enhance quality by sharing the clinical expertise and practices that led to the various accolades and accreditations earned by EJGH, University Medical Center New Orleans, and TUMC separately.

After clinical services are transitioned to EJGH, patients that currently receive these services at TUMC will benefit from the high-quality care being provided at EJGH. The combined entity will be well-equipped post-Transaction to continue making use of the best practices, protocols, and programs that have led to EJGH's CMS 4-Star rating, "A" Leapfrog grade, and multiple other quality awards. At the same time, patients that receive care post-Transaction at EJGH and University Medical Center New Orleans will have the benefit of TUMC's excellence in stroke, heart attack, and various other procedures that have been recognized as high performing at TUMC. Similarly, where TUMC currently outperforms EJGH on quality measures—such as in LWBS rates—the combined entity post-Transaction will have the benefit of TUMC's expertise in improving quality in these areas.¹¹⁸

The Transaction will also allow the Parties to amplify each individual hospital's quality achievements by increasing both patient volumes and coordination of care between facilities and providers. As discussed in more detail below, higher volumes are associated with better outcomes, and increased care coordination can reduce medical errors—and costs—such as those associated with treatments by different physicians who do not coordinate with each other.¹¹⁹ Thus, by combining patient volumes and through relocating clinical services, the Transaction will enable the Parties to improve quality, measured by various national metrics and rankings.

4. The Transaction will lead to higher patient volumes, which are associated with better outcomes.

The Transaction will help the Parties to improve the quality of care through increased patient volumes. Higher volumes are strongly associated with better outcomes across a wide range

¹¹⁷ *Accreditations and Certifications*, Lakeview Regional Medical Center, <https://lakeviewregional.com/about/awards.dot>.

¹¹⁸ In July 2022, EJGH reported 2% of patients left the emergency department before being seen, compared to 1% at TUMC. *Care Compare*, CMS, <https://www.medicare.gov/care-compare>.

¹¹⁹ See Maria Hewitt, *Interpreting the Volume-Outcome Relationship in the Context of Health Care Quality: Workshop Summary*, Institute of Medicine at 4-5 (2000), <https://www.nap.edu/catalog/10005/interpreting-the-volumeoutcome-relationship-in-the-context-of-health-care-quality>; *Improve Care Coordination*, Office of the National Coordinator for Health Information Technology, <https://www.healthit.gov/topic/health-it-and-health-information-exchange-basics/improve-care-coordination>.

of procedures and conditions.¹²⁰ For example, patients with myocardial infarctions admitted to hospitals with low volumes were 17% more likely to die within 30 days after admission than in high-volume hospitals.¹²¹ Similarly, stroke patients in high-volume units had better outcomes than those at low-volume units, as reflected by shorter lengths of stay at the initial hospital and reduced bed use in the first year after a stroke.¹²² Mortality and length of stay also significantly improve when trauma volume exceeds a certain threshold of cases per year.¹²³ Thus, patient volume can serve as a proxy for quality of care and as a driver of recognition for clinical excellence, and, in light of that correlation, patient volume is one factor in ranking clinical programs.¹²⁴

Here, the Parties plan to increase patient volumes—and corresponding improvements in quality of care—by combining the clinical programming currently offered at EJGH and TUMC at one location. At the same time, moving clinical services from TUMC to EJGH will also increase patient volumes at University Medical Center New Orleans, resulting in improved outcomes for patients across the state.

This relocation is a direct result of the Transaction. [REDACTED]

[REDACTED] Post-Transaction, the Parties estimate that the expanded EJGH facility will see significant increases in patient volumes, with increases in patient volumes also expected at University Medical Center New Orleans. LCMC Health's facilities will be able to absorb TUMC's volumes, given the respective current licensed bed count at each facility, while also maintaining available capacity for additional patients.

In sum, post-Transaction, volume will shift from [REDACTED] TUMC to LCMC Health's nearby locations through the relocation of services to EJGH and University Medical Center New Orleans, allowing better utilization of the facilities even as additional capacity at each facility will remain available for incremental patients. This increased volume can be expected to lead to better outcomes for patients in Jefferson and Orleans Parishes and beyond.

¹²⁰ See Maria Hewitt, *Interpreting the Volume-Outcome Relationship in the Context of Health Care Quality: Workshop Summary*, Institute of Medicine at 4-5 (2000), <https://www.nap.edu/catalog/10005/interpreting-the-volumeoutcome-relationship-in-the-context-of-health-care-quality>.

¹²¹ David R. Thiemann et al., *The Association between Hospital Volume and Survival after Acute Myocardial Infarction in Elderly Patients*, 340 *New England Journal of Medicine* 1640 (May 27, 1999), <https://www.nejm.org/doi/full/10.1056/NEJM199905273402106>.

¹²² Marie Louise Svendsen et al., *Higher Stroke Unit Volume Associated With Improved Quality of Early Stroke Care and Reduced Length of Stay*, 43 *Stroke* 3041 (Nov. 2012), <https://www.ahajournals.org/doi/full/10.1161/STROKEAHA.111.645184>.

¹²³ Avery B. Nathens et al., *Relationship Between Trauma Center Volume and Outcomes*, 285 *JAMA* 9 (Mar. 7, 2001), <https://jamanetwork.com/journals/jama/fullarticle/193615>.

¹²⁴ See, e.g., 2020-2021 Best Hospitals Rankings, U.S. News.

5. LCMC Health will implement an integrated Epic-based EMR system to increase care coordination and reduce medical errors, thereby improving quality and efficiency for the overall patient experience.

The Parties also seek to improve quality, efficiency, and patient experience post-Transaction by implementing a uniform EMR system across all facilities. Currently, LCMC Health uses a fully integrated electronic records system, Epic, across all facilities it owns and manages. The Tulane facilities, on the other hand, currently use a different system, Meditech. In recent surveys, Epic has outperformed Meditech on a number of measures, including meeting business needs, ease of use, quality of ongoing product support, and feature updates.¹²⁵ Further, Epic enables the Parties to build a platform that is very user-friendly for patients, allowing direct communication with providers, access to appointment scheduling, and the ability to make payments online, all of which directly enhance the patient care experience. Additionally, Meditech does not communicate seamlessly with LCMC Health's EMR system. This lack of interoperability can create inefficiencies when a patient is treated by both LCMC Health-affiliated and Tulane-affiliated providers, as it requires LCMC Health and Tulane to use inefficient, costly processes to collect and transmit patient information to the other system. Because of the relatively close proximity of the Parties' hospitals, patients obtain services from both systems on a regular basis.

After the Transaction, additional capital, estimated at [REDACTED] will be invested to implement Epic at Tulane Lakeside and Lakeview. The unified EMR system will make patient histories and treatment records—from any of the Parties' various locations—readily available to providers in real time and allow for seamless communication among providers. A single records system can also lead to improved patient outcomes, including reducing medical errors and decreasing unnecessary duplication of health care services,¹²⁶ all leading to more efficient and higher quality care for patients living in the greater New Orleans area, including on the Northshore in St. Tammany Parish.¹²⁷ For example, studies have found associations between EMR use and a lower number of medication errors, higher guideline adherence, and reduced documentation time.¹²⁸ In studies of ambulatory quality, specifically, EMR use was associated with higher quality of care overall and in various specific measures, including certain blood testing

¹²⁵ See, e.g., *Compare Epic and Meditech Expanse*, G2, <https://www.g2.com/compare/epic-vs-meditech-expanse>; Anuja Vaidya, *Epic v Cerner v Meditech v Allscripts: Who is winning Canada's EHR Battle?*, MedCity News (Jan. 14, 2021), <https://medcitynews.com/2021/01/epic-v-cerner-v-meditech-v-allscripts-who-is-winning-canadas-ehr-battle/>.

¹²⁶ See Jack O'Brien, *Advocate Unifies her Platform Ahead of Merger with Aurora*, HealthLeaders (Feb. 1, 2018), <https://www.healthleadersmedia.com/innovation/advocate-unifiherehr-platform-ahead-merger-aurora> (Advocate Health Care touting its plan to transition to a single EHR by Epic ahead of Advocate's planned merger with Aurora Health Care, which is in line with the health system's efforts to improve consumer experience, improve coordination and operational efficiency, and provide "the highest quality and safest care" for patients).

¹²⁷ Lisa Kern et al., *Electronic Health Records and Ambulatory Quality of Care*, 28 Journal of General Internal Medicine 496 (Oct. 3, 2012), <https://pubmed.ncbi.nlm.nih.gov/23054927/>; *Improved Diagnostics & Patient Outcomes*, Office of the National Coordinator for Health Information Technology, <https://www.healthit.gov/topic/health-it-and-health-information-exchange-basics/improved-diagnostics-patient-outcomes>.

¹²⁸ Paolo Campanella et al., *The Impact of Electronic Health Records on Healthcare Quality: A Systematic Review and Meta-Analysis*, 26 Eur. J. Public Health 60 (June 30, 2015), <https://pubmed.ncbi.nlm.nih.gov/26136462/>.

in diabetes, breast cancer screening, chlamydia screening, and colorectal cancer screening.¹²⁹ Additionally, implementing a single EMR system will allow patients to more easily access clinicians through their Epic MyChart patient portal. These benefits cannot be achieved without the Transaction, as implementation of a single EMR system is not financially or operationally feasible without the Transaction.

6. LCMC Health's initial capital investment of at least \$220 million will enhance facilities to improve quality and patient experience post-Transaction.

LCMC Health prides itself on its longstanding commitment to reinvesting in its operations with the goal of improving patient experience and patient care. Since 2017, LCMC Health's capital spending has totaled [REDACTED]. These capital improvements, from renovating existing facilities to opening a new 48,000 square-foot medical center in Metairie, show LCMC Health's commitment to enhancing quality and increasing access in its community. Representative capital improvements in recent years include:

- Transforming the Children's Hospital campus with a \$300 million expansion that created 230,000 square feet of new clinical care space, including a new, 57,000 square-foot Surgery Center, expanded Emergency Department, new Cardiac Intensive Care Unit, and new main concourse, lobby, and registration center, among others;¹³⁰
- Investing [REDACTED] in infrastructure, IT, and other projects to expand, renovate, and improve EJGH in 2021;
- Building the Ridgelake Health Center in Metairie, a \$30 million, 48,000 square-foot medical space offering specialty pediatric services; multi-specialty adult practices including Primary Care, Cardiology, Urology, General Surgery, and Obstetrics/Gynecology; an Oncology and Infusion Center; and an Imaging Center;
- Opening a Level 1 Burn Center and a Primary Care Center; the launch of a Center for Weight Loss and Bariatric Surgery and Palliative Medicine Program; and constructing a \$14 million Ambulatory Surgery Center at University Medical Center New Orleans;¹³¹
- Investing \$86 million to modernize WJMC, including renovating and expanding the Outpatient Surgery Center; remodeling the Emergency Room to increase capacity; and

¹²⁹ See *id.*; Paul G. Shekelle et al., *Assessment of Variation in Electronic Health Record Capabilities and Reported Clinical Quality Performance in Ambulatory Care Clinics, 2014-2017*, 4 JAMA Network Open 4 (Apr. 1, 2021), <https://pubmed.ncbi.nlm.nih.gov/33885774/>.

¹³⁰ *Campus Transformation*, Children's Hospital New Orleans, <https://www.chnola.org/about/campus-transformation/>.

¹³¹ *Growth Continues with Construction Project, Expansion of Services at University Medical Center New Orleans*, LCMC Health (July 2, 2019), <https://www.lcmchealth.org/university-medical-center-new-orleans/blog/2019/july/growth-continues-with-construction-project-expan/>.

relocating the Endoscopy department to a brand new space, spanning over 10,000 square feet, with a new dedicated entrance, parking, and large waiting room;¹³² and

- Adding four Urgent Care locations and four Primary Care clinics and acquiring new pediatric clinics across the region, including the Northshore, in 2018.¹³³

Post-Transaction, LCMC Health will continue to improve patient experience through significant capital investments, including an investment of at least \$220 million over the initial five-year term of the Academic Affiliation Agreement.¹³⁴ Through this initial investment, LCMC Health plans to support growth and modernization of Tulane Lakeside and Lakeview, and transform EJGH into a premier academic medical center, focusing on investments that will increase capacity for higher-acuity patients, expand space for teaching requirements, and modernize the facility's infrastructure. For example, LCMC Health estimates funding:

- Clinical relocation and unit improvements for, among other improvements, operating rooms and ICU/CCU;
- Strategic capital investments towards information technology updates, emergency/ambulatory expansion, and academic research space (such as meeting rooms, office space, library, and computer center); and
- Routine capital investments towards modernization of EJGH, Tulane Lakeside, and Lakeview and investments in medical equipment (such as acquiring a linear accelerator, Varian TrueBeam, and Da Vinci robotic surgical system).

Beyond this dedicated capital investment of at least \$220 million, after the first five years, LCMC Health has plans to continue funding quality-enhancing capital expenditures at EJGH, Tulane Lakeside, and Lakeview consistent with its past practice of funding similar capital expenditures at its other hospitals.¹³⁵ Through the Transaction, capital needs will be met, benefitting not only patients but also physicians and employees in Orleans, Jefferson, and St. Tammany Parishes and throughout Louisiana. Additionally, LCMC Health's commitment to providing capital investment as a means of achieving and maintaining high quality services will ensure that future needs are met as they arise, further enhancing outcomes and patient experiences.

7. Educational initiatives will address community health needs to improve quality and ensure access to care.

The Parties seek to address community health needs, including increasing access to care, as indicated by the Parties' participation in Community Health Needs Assessments for the greater

¹³² *Renovation*, West Jefferson Medical Center, <https://www.lcmchealth.org/west-jefferson-medical-center/about-us/renovation/>.

¹³³ *LCMC Health Investing \$400 Million in Growth and Expansion Across System*, LCMC Health (Feb. 8, 2019), <https://www.lcmchealth.org/blog/2019/february/lcmc-health-investing-400-million-in-growth-and-/>.

¹³⁴ See the response to Specifications 5(b) and 5(c) for more detail.

¹³⁵ See the response to Specification 5(d) for more detail.

New Orleans area last year. LCMC Health and Tulane both completed yearlong Community Health Needs Assessments in 2021 (“2021 CHNA”) to determine significant needs and concerns in the community and identify the top priorities for each Party’s various hospitals in the area.¹³⁶

LCMC Health and TUMC’s 2021 CHNA reports both identified (1) access to care and (2) health literacy as predominant health needs in the community, among others. Concerns about access to care and continuity of care are evident among community members, and low health literacy is a key factor contributing to poor health outcomes in the community, because it affects patients’ ability to access care and manage their health.

In response to the 2021 CHNA, LCMC Health has identified a number of success measures and actions to address the priorities of access and health literacy, which the Parties intend to continue and approach jointly post-Transaction. For example:

Access to and continuity of care. LCMC Health aims to increase the accessibility of health services (both primary care and specialty care) through strategies that expand patients’ options and decrease barriers to access. For example, LCMC Health offers telehealth options for a wide variety of services for both adults and children, including urgent care virtual visits for adults, and for children, general pediatrics for both check-ups and sick care, 24/7 on demand urgent care, specialty care in more than 30 specialties, and pediatric mental and behavioral health services.¹³⁷ LCMC Health also offers a free “Ask a Nurse” hotline to address any health-related concerns or questions for both new and existing patients.¹³⁸ Recent studies have shown that telehealth services and virtual care offerings like these can serve key roles in reaching rural communities, especially, where access remains a primary obstacle for patients seeking care.¹³⁹ Post-Transaction, the Parties will be better equipped to expand the reach and variety of virtual care options available to patients in both rural and urban communities through the combined entity’s enhanced service offerings. For example, these services may be provided by expanding telemedicine to rural and critical-access hospitals and through expanded physician network coverage in remote physician office locations. Additionally, LCMC Health aims to increase transportation options for patients. In July 2022, LCMC Health was awarded American Cancer Society transportation grants for its hospitals totaling \$83,000, which will provide patients and families reliable and safe transportation options to and from cancer-related treatment appointments.¹⁴⁰

Health education and literacy. LCMC Health aims to increase its ability to improve patient education, by, for example:

¹³⁶ LCMC Health’s 2021 CHNA report includes findings not only for LCMC Health hospitals, but also for other hospitals in the area, including various Ochsner facilities.

¹³⁷ *Virtual Care*, LCMC Health, <https://www.lcmchealth.org/our-services/virtual-care/>.

¹³⁸ *Free Ask a Nurse Hotline*, LCMC Health, <https://www.lcmchealth.org/for-patients/free-ask-a-nurse-hotline/>.

¹³⁹ Walter Panzirer, *Survey Confirms Effectiveness of Telehealth in Rural America and Beyond*, HealthAffairs (Oct. 21, 2021), <https://www.healthaffairs.org/doi/10.1377/forefront.20211019.985495/>.

¹⁴⁰ *LCMC Health Awarded American Cancer Society Community Transportation Grants*, LCMC Health (Jul. 2022), <https://www.lcmchealth.org/blog/2022/july/lcmc-health-awarded-american-cancer-society-comm/>.

- Documenting patient satisfaction with educational materials;
- Assessing and reviewing patient education materials through a patient's eye for ease of understanding;
- Providing employees with educational opportunities related to patient education; and
- Partnering with the City of New Orleans Health Department in its "Be in the KNOW" campaign to educate local residents on the importance of health care advocacy and to empower communities for better health.¹⁴¹

In setting these goals in a CHNA implementation plan and determining the appropriate actions needed to achieve them, LCMC Health anticipates decreasing barriers to services and growing initiatives related to appropriate educational and literacy level materials to the benefit of patients in New Orleans.

8. The Parties will ensure greater access to higher quality care by preserving hospital services and through capacity improvements, clinical optimization, and improved recruitment opportunities fostered by the Transaction.

The Parties also aim to improve access to higher-quality health care services for Louisiana residents, which the Transaction will facilitate in a number of ways. For example:


- The Parties do not plan to discontinue any services currently provided by LCMC Health or Tulane. Rather, the Parties are considering transferring and enhancing several advanced clinical services to EJGH, which will increase access to these new services for patients of Jefferson Parish.¹⁴² Meanwhile, University Medical Center New Orleans will remain the premier academic medical center location for LCMC Health in Orleans Parish. Patients will then benefit from access to the improved quality of these services enabled by the Transaction, as previously discussed. These efforts will allow the Parties' patient care personnel to develop additional proficiency in care delivery, improve outcomes, and enhance patient experience. More robust clinical programming will also offer providers a more rewarding practice environment, contributing to a greater ability to recruit and retain clinical talent.
- The Parties plan to modernize the Emergency Department at EJGH. Patients in Jefferson Parish will have access to enhanced emergency and other services afforded by the new and improved spaces. Additionally, the Transaction will allow for a more efficient use of space across all facilities,

Post-Transaction, the

¹⁴¹ LCMC Health and City of New Orleans Department of Health Launch Exclusive Health Literacy Partnership, University Medical Center New Orleans (Apr. 4, 2022), <https://www.lcmchealth.org/blog/2022/april/lcmc-health-and-city-of-new-orleans-department-o/>.

¹⁴² See the response to Specification 5(d) for more detail.

Parties expect capacity to remain available for additional patients, ensuring access across all facilities.

- The Parties plan to combine certain service lines to increase patient volumes and optimize the use of resources, resulting in more-efficient, higher-quality care for patients. Increased volumes will allow providers to improve their skills by performing procedures more regularly, thereby reducing adverse events.¹⁴³ Additionally, the more efficient use of existing resources will free up capital to be reinvested in expenditures that can further enhance patient services.
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- Recruitment and retention of medical providers will increase access to care. The Parties seek to create a new, premier academic medical center with expanded clinical services and opportunities for top-tier providers to improve their skills in facilities with higher volumes.¹⁴⁴ The addition of this academic medical center, coupled with the LCMC Health system and University Medical Center New Orleans, creates a broader, more appealing organization for physicians to build their career, thus supporting improved recruitment and retention. In addition, Tulane plans to open a new Nursing Program and other mixed-use offerings at the existing TUMC facility, in order to train and, ultimately, employ the next generation of New Orleans nurses.

¹⁴³ Corinna Hentschker & Roman Mennicken, *The Volume-Outcome Relationship Revisited: Practice Indeed Makes Perfect*, 53 Health Services Research 15 (Sept. 4, 2017), <https://onlinelibrary.wiley.com/doi/full/10.1111/1475-6773.12696>.

¹⁴⁴ See the response to Specification 5(d) for more detail.

5(n). A description of how the anticipated efficiencies, cost savings and other benefits from the transaction will be passed on to the consumers of health care services;

Response to Specification 5(n):

The Transaction's benefits will be passed on to consumers and the local community through reinvestments aimed at improving health care quality and revitalizing downtown New Orleans.

The Transaction will lead to numerous cost savings and efficiencies, which will allow the Parties to reinvest in their facilities and clinical service offerings to the benefit of patients and the greater New Orleans community. Specifically, the Parties anticipate that the Transaction will lead to at least [REDACTED] in annual, recurring efficiencies.¹⁴⁵ These efficiencies include, among others, cost savings resulting from the relocation of TUMC to EJGH; the elimination and reinvestment of annual management fees; and the optimized use of capital spending. The cost savings resulting from these efficiencies can be reinvested locally to improve health care to the benefit of patients in the surrounding communities and felt by patients throughout Louisiana.

1. The Transaction will support the local and regional economy to the benefit of the greater New Orleans community.

The benefits of the Transaction will be passed on to New Orleans and Louisiana by bolstering the local economy. [REDACTED]

2. The Transaction will lead to repurposing TUMC to the benefit of the greater New Orleans community.

The Transaction will allow the Parties to engage in various Tulane-led projects to revitalize downtown New Orleans. As described in the response to Specification 5(d), Tulane is considering ways to repurpose the facility currently being used as TUMC, which includes more than 600,000 square feet of facility space, as well as significant and necessary parking space in downtown New Orleans, [REDACTED].¹⁴⁷ The Parties plan to relocate clinical services to EJGH and repurpose the TUMC facility for other uses that will benefit the community—including, for example, developing a new Nursing Program, [REDACTED]

[REDACTED] These new offerings will aid in attracting patients throughout the region and recruiting and retaining physicians, nurses, medical students, residents, and faculty, while also providing additional employment and training

¹⁴⁵ See the response to Specification 5(o) for more detail.

¹⁴⁶ See the response to Specification 5(o) for more detail.

¹⁴⁷ See the response to Specification 5(d) for more detail.

opportunities for local students and cutting-edge medical research opportunities. Furthermore, new job opportunities will be created to staff the new Nursing Program, expanded labs, the traumatic brain injury evaluation and rehabilitation program for veterans, and expanded educational space, among others. The Parties plan to fill these expected future job opportunities with New Orleans community members, further augmenting the benefits of the proposed Transaction to the community.

The Parties also seek to improve education for the local community and infuse Orleans Parish with additional capital and employment opportunities. In addition to developing a new Nursing Program and expanding labs, [REDACTED]

[REDACTED] Tulane is also evaluating a plan to develop a new medical and surgical education and training center that uses advanced technological models and robust video communication platforms to advance physician and patient education and training. [REDACTED]

Additionally, LCMC Health and Tulane are exploring ways to collaborate to address the nationwide shortage of forensic pathologists—highly-specialized physicians with intensive training to determine cause and manner of death through post mortem examination, evaluate reports of anatomic and laboratory evidence, and give expert testimony in court regarding their investigations of deaths and sexual assaults. Due to dwindling enrollment, the number of accredited forensic pathology programs nationwide has fallen from 72 to 45, with only approximately 40 new forensic pathologists graduating each year. The Parties are considering the following strategies to address this shortage and alleviate the burden on coroners' offices nationwide:

- identifying, cultivating, and providing financial support for interested Tulane University School of Medicine residents to seek training through an existing fellowship program, under the condition that such fellows return as faculty of Tulane and spend their clinical time contracted with regional coroners' offices to build in-state expertise in the sub-specialty;
 - supporting more senior hires to the faculty at Tulane to teach residents and pathology assistants and support regional coroners' offices with their clinical time;
 - providing expanded training opportunities for Tulane University School of Medicine pathology residents in coroners' offices across South Louisiana;
 - attracting more pathologists' assistants to the market from existing and future Tulane classes of students through additional training in forensic pathology.
3. Cost savings and efficiencies can be reinvested to improve health care quality to the benefit of consumers of health care services.

The anticipated efficiencies and cost savings resulting from the Transaction will allow the Parties to fund significant investments aimed at improving the quality of health care services provided to patients in the region. Such capital investments will be above and beyond the initial investment of at least \$220 million already committed by LCMC Health. LCMC Health has a long history of funding significant capital expenditures as a means of achieving and maintaining high quality services. The cost savings and efficiencies resulting from the Transaction will contribute to LCMC Health's ability to fund such projects to ensure that future capital needs are met as they arise. Patients will benefit directly from these improvements in the form of new medical equipment, modernized facilities, and improved patient experience. Additionally, continued investment in the Parties' facilities, including a new, premier academic medical center at EJGH, will allow the Parties to recruit more highly-skilled physicians—thereby offering enhanced clinical services and benefiting patients in the surrounding communities.

4. Significant competition from surrounding health care providers will incentivize the Parties to pass on cost savings to patients.

In addition to benefitting patients by improving the quality of health care services accessible to them, the Parties will be incentivized to pass on cost savings to patients. Studies have shown that competition among hospitals strongly correlates with lower prices.¹⁴⁸ The Parties will continue to face strong competition post-Transaction from a myriad of large and significant health systems, hospitals, and other providers of inpatient and outpatient services in the region.¹⁴⁹ To compete effectively as a combined system, the Parties will need to offer a wide variety of high-quality services and unparalleled patient experience compared to their competitors to attract patients—including keeping costs low—as there are numerous alternatives available to patients in New Orleans, the surrounding parishes, and throughout the state of Louisiana.

¹⁴⁸ See, e.g., Zack Cooper et al., *The Price Ain't Right? Hospital Prices and Health Spending on the Privately Insured*, *The Quarterly Journal of Economics* (2019), [https://healthcarepricingproject.org/sites/default/files/Updated the price aint right qje.pdf](https://healthcarepricingproject.org/sites/default/files/Updated%20the%20price%20aint%20right%20qje.pdf).

¹⁴⁹ See the response to Specification 5(h) for more detail.

5(o). A description of the net efficiencies likely to result from the transaction, including an analysis of anticipated cost savings resulting from the transaction and the increased costs associated with the transaction;

...

5(q). A description of why the anticipated cost savings, efficiencies and other benefits from the transaction are not likely to result from existing competitive forces in the market;

Response to Specifications 5(o) and 5(q):

The Transaction will allow a better coordination of resources and decision-making, resulting in significant efficiencies that can be reinvested locally to improve health care in the region. LCMC Health estimates that the combined system may achieve [REDACTED] in annual, recurring efficiencies that could not be realized without the Transaction.¹⁵⁰

Annual, Recurring Savings:

- Relocation of Tulane University Medical Center to East Jefferson General Hospital:

LCMC Health plans to relocate TUMC to EJGH and University Medical Center New Orleans. Currently, both TUMC and EJGH campuses are operating with significant available bed capacity. [REDACTED]

The planned relocation will not only create a new academic health anchor facility at EJGH in Jefferson Parish, but it will also strengthen clinical services at LCMC Health's existing academic medical center of University Medical Center New Orleans in Orleans Parish, and allow the combined system to realize significant cost savings. [REDACTED]

[REDACTED] These savings include, for example, utilities costs, facility maintenance costs, contracted services, and other savings.

- Elimination and Reinvestment of HCA Management Fees and Replacement of HCA Corporate Services: [REDACTED]

UHS pays HCA annual Management Fees as consideration for HCA providing day-to-day management and other services to UHS. The Management Fees support HCA corporate-level

¹⁵⁰ The Transaction will also allow for a more efficient use of capital spending. The efficiencies that have been quantified as of this filing are included below and do not include the significant, incremental efficiencies and quality improvements that the Parties expect to achieve through enhanced and expanded clinical service lines.

¹⁵¹ Based on 2021 volumes and licensed bed counts.

administrative functions, such as audit fees, real estate and design, and other corporate costs. [REDACTED] Post-Transaction, the Parties are no longer obligated to pay Management Fees and, instead, can reinvest in local operations.

In addition, HCA provides a number of corporate shared services (“Corporate Services”) to its member hospitals, including revenue cycle services, human resources services, payroll, health information management, credentialing, information technology infrastructure and services, and supply chain services. Out-of-state employees and HCA or its affiliates provide these services. [REDACTED] Post-Transaction, LCMC Health will offer these services locally by integrating UHS within its own corporate services infrastructure and hiring additional local support.

LCMC Health estimates that by eliminating HCA’s Management Fees and by offering Corporate Services locally could conservatively achieve [REDACTED] in cost savings.

- Increased 340B Funding: [REDACTED]

Currently, neither TUMC nor EJGH qualify to participate in the 340B Program, a federal program that limits the cost of outpatient drugs to hospitals serving vulnerable communities to manage rising prescription drug costs (“Covered Entities”).¹⁵² The purpose of the 340B Program is to enable Covered Entities to stretch scarce federal resources, reach more eligible patients, and provide more comprehensive services.¹⁵³ For-profit entities do not qualify, and EJGH currently does not meet a statutory threshold tied to low-income patient services.

[REDACTED] These savings will be reinvested locally to improve health care in the region, thereby benefitting patients and the community at large.¹⁵⁴

Optimized Use of Capital Spending:

The Parties’ plans to relocate TUMC to EJGH will allow the Parties not only to achieve annual, recurring cost savings [REDACTED]

¹⁵²Fact Sheet: The 340B Drug Pricing Program, American Hospital Association (March 2021), <https://www.aha.org/fact-sheets/2020-01-28-fact-sheet-340b-drug-pricing-program>.

¹⁵³ Notice Regarding 340B Drug Pricing Program-Contract Pharmacy Services, Health Resources and Services Administration (Mar. 5, 2010), <https://www.federalregister.gov/documents/2010/03/05/2010-4755/notice-regarding-340b-drug-pricing-program-contract-pharmacy-services>.

¹⁵⁴ See the response to Specification 5(n) for more detail.

[REDACTED] Rather, LCMC Health will invest at least \$220 million over the next five years to, in part, transform the EJGH facility into a modern academic medical center.

The Transaction will allow the Parties to forego these costly and duplicative expenditures, while also improving quality and access for the patients currently served by this facility.

One-Time Costs to Achieve Savings:

As described in the response to Specification 5(m), LCMC Health plans to implement its Epic electronic medical record (“EMR”) platform at Tulane Lakeside and Lakeview. [REDACTED]

Using one platform will help physicians provide seamless care to the same patients across several locations. This projected one-time cost is estimated at approximately

5(p). A statement of whether competition among health care providers or health care facilities will be reduced as a result of the proposed agreement or transaction; whether there will be adverse impact on quality, availability, or cost of health care; whether the projected levels of cost, access to health care, or quality of health care could be achieved in the existing market without the proposed agreement or transaction; and, for each of the above, an explanation of why or why not;

Response to Specification 5(p):

1. The Transaction will enhance competition.

Following the Transaction, the Parties will continue to face robust competition from large and significant health systems and inpatient and outpatient facilities in the region and beyond.¹⁵⁷ The Transaction is procompetitive and will not reduce competition among health care providers or health care facilities. Ochsner in particular will continue to serve as a significant competitor post-Transaction. Ochsner is already the largest health care system operating in the state, with 40 hospitals, more than 300 health and urgent care centers, and substantial market share in the greater New Orleans area. The system continues to grow and compete for patients, as evidenced by its recently completed \$360 million expansion. By combining resources to create a stronger network of hospitals, however, the Transaction will allow the Parties to compete more effectively against Ochsner and others, thereby promoting competition to the benefit of patients in the greater New Orleans area by, for example, allowing patients to have more options in their selection of providers.

2. The Transaction will not have an adverse impact on quality, availability, or cost of health care.

The Transaction will allow the Parties to provide greater access to higher quality health care without an undue increase in health care costs, to the benefit of the New Orleans community and the state of Louisiana. The Transaction enables the Parties to combine patient volumes and share clinical expertise, leading to better patient outcomes through increased volumes.¹⁵⁸ The Parties will also improve quality through substantial investments in EJGH, Tulane Lakeside, and Lakeview, including investments in facility modernization to improve patient experience and implementation of a unified EMR system across all hospitals to improve care coordination.

Additionally, the Transaction will not have an adverse impact on availability of health care services, as the Parties do not plan to discontinue any services currently provided by LCMC Health or Tulane. Instead, the Parties plan to relocate clinical services from TUMC to EJGH and University Medical Center New Orleans.¹⁵⁹ TUMC will then be repurposed for other needs, such as expanded outpatient programs, clinical labs, and Tulane's forthcoming Nursing Program.

Finally, the Transaction will not have an adverse impact on health care costs, as various mechanisms are in place to ensure costs do not unduly increase for patients. Importantly, the

¹⁵⁷ See the response to Specification 5(h) for more detail.

¹⁵⁸ See the response to Specification 5(m) for more detail.

¹⁵⁹ See the response to Specifications 5(d) and 5(m) for more detail.

Parties will be subject to ongoing active supervision by the Louisiana Department of Justice (the “Department”).¹⁶⁰ Active supervision includes submission to and review by the Attorney General of an annual report, as well as the authority to approve or deny future changes to hospital rates. This supervision will ensure that the Parties will not increase inpatient and outpatient prices unduly. Additionally, the combined entity will continue to face robust competition, thereby incentivizing the Parties to keep costs down.

3. The anticipated benefits to quality, access, and cost cannot be achieved without the Transaction.

Without the Transaction, the Parties will not achieve the same level of benefits that the proposed Transaction will provide. Today, the UHS Hospitals are jointly owned by Tulane University and HCA, a for-profit management company based in Nashville, Tennessee. The Transaction, on the other hand, would bring together two mission-driven, local organizations with the shared goal of providing access to high-quality health care to patients in the greater New Orleans community. The Parties are uniquely suited to work together to achieve this goal.

LCMC Health has consistently proven itself as a committed community health partner, including through multiple partnerships with local and state government to operate hospitals in underserved communities, beginning with the formation of LCMC Health in 2009. Over the following decade, LCMC Health partnered with the City of New Orleans, Jefferson Parish, and the State of Louisiana to operate geographically isolated and financially distressed hospitals, including, most recently, purchasing EJGH in 2020.

At the same time, the UHS Hospitals and Tulane’s Medical School are vital assets in the New Orleans health care landscape, offering numerous clinical services, specialties, and research capabilities. By combining the resources of both entities, LCMC Health and Tulane can more effectively serve patients together. Without the Transaction, the Parties would not be able to improve quality by relocating clinical services and combining patient volumes; [REDACTED]

[REDACTED] Nor would the Parties be able to establish the planned premier academic medical center at EJGH or to repurpose the TUMC space. These facilities are crucial to the Parties’ plans for recruiting and retaining highly skilled physicians, nurses, and other providers, as well as bringing additional jobs and economic benefit to both Jefferson and Orleans Parishes. [REDACTED]

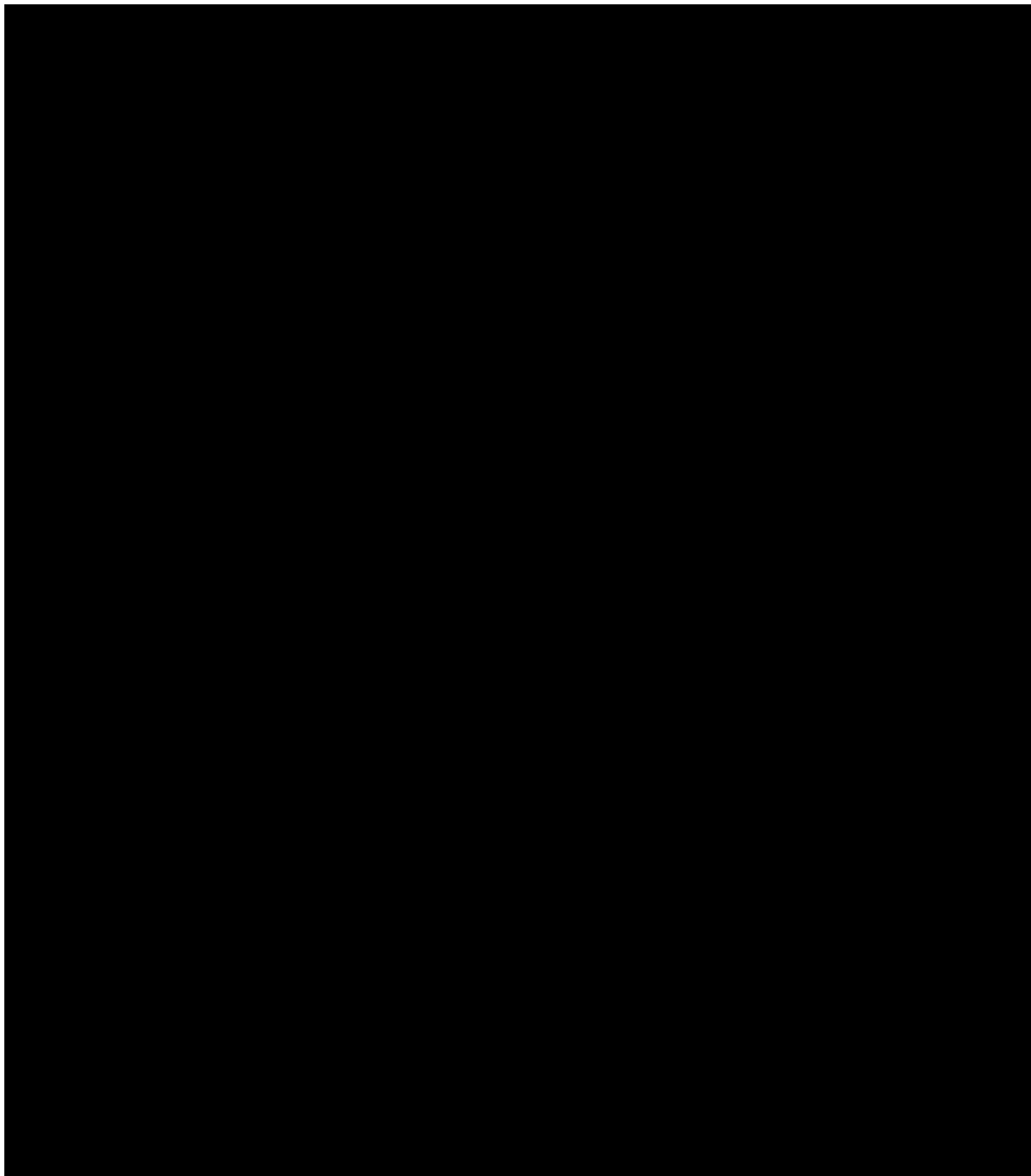
[REDACTED] Finally, implementing an integrated electronic medical record system across all hospitals—and the associated benefits of reduced medical errors, increased care coordination, and better population health management—is not financially or operationally feasible without the Transaction.

These benefits, as well as many others discussed throughout this Application, could be lost to the community if the Application is not approved.

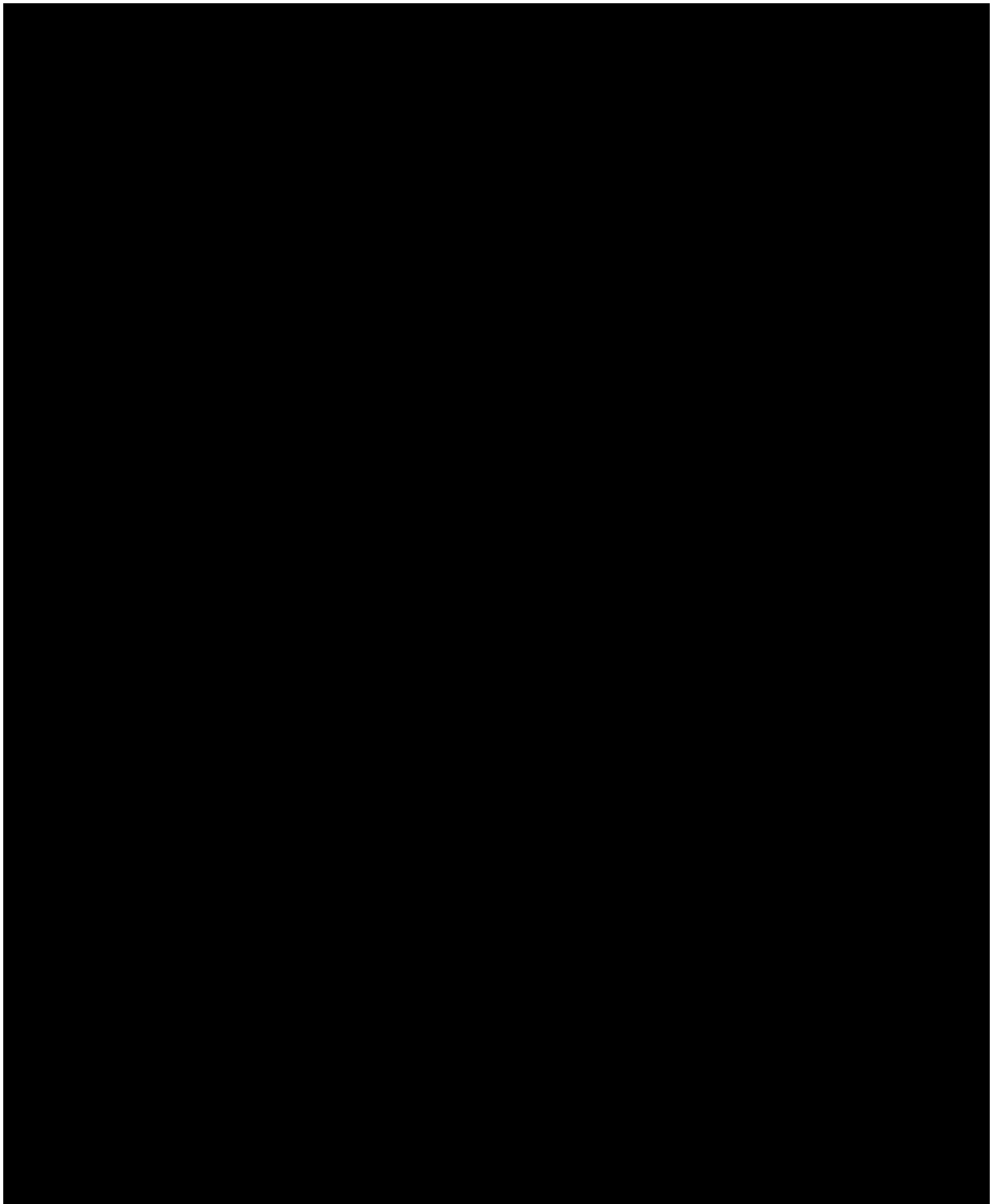
¹⁶⁰ See the response to Specification 5(m) for more detail.

Appendix C: Description of Negotiations of the Agreement

[This Item contains proprietary, competitively sensitive information redacted from the public version.]



¹⁶¹ These advisors include Jones Day, Ropes & Gray, Grant Thornton, Bradley Arant Boult Cummings, Deloitte, Chartis, Juniper Advisory, Simpson Thacher & Bartlett, Waller Lansden Dortch & Davis, and Ernst & Young.



- **January 14, 2022.** LCMC Health and Tulane amended and resigned a non-binding LOI (“2022 LOI”). The 2022 LOI established the initial terms for LCMC Health and Tulane’s academic and clinical affiliation, such as (i) the foundation for a long-term

¹⁶² The content of discussions between LCMC Health and its outside counsel, Tulane and its outside counsel, and HCA and its outside counsel is protected by attorney-client privilege.

academic and clinical affiliation between LCMC Health and Tulane, as well as LCMC Health's proposed financial support for Tulane's School of Medicine; (ii) a potential real estate joint venture between the Parties; (iii) LCMC Health's acquisition of University Healthcare System, L.C. and its affiliated hospitals from Tulane; and (iv) a post-closing governance framework.

- **February 2022 – August 2022.** During this period, LCMC Health and Tulane, as well as their outside legal and financial advisors, attended weekly or bi-weekly meetings to negotiate the definitive terms and related agreements for the academic and clinical affiliation. These discussions have generally concerned the structure of the Agreement, the nature of the relationship between LCMC Health and Tulane under the Agreement, financial considerations related to the Transaction, and benefits associated with the Agreement and related topics. In February 2022, the Parties also entered into an amended non-disclosure agreement.
- **February 2022 – October 2022.** During this period, LCMC Health, HCA, and Tulane, as well as their outside legal and financial advisors, held various conferences to discuss the HCA Sale and the transition services HCA would continue to provide to UHS after the close of the HCA Sale.

As outlined above, the conversations between LCMC Health and Tulane have deepened their working relationship and continued to promote a collaborative engagement upon which to build the post-Transaction relationship. Through these productive discussions, the Parties identified four goals concerning the Transaction:

- Develop a renowned, premier academic medical center with at least a \$220 million investment aimed at furthering Tulane's academic mission of delivering the highest level of evidence-based patient care, education, and research to the New Orleans community.
- Provide strong and sustained community investments in the local New Orleans community and focus investments by offering expanded employment opportunities and providing high-quality, differentiated care.
- Streamline daily clinical operations supported by advanced, leading technology, including implementing a system-wide EMR platform.
- Expand access by creating an innovative model of inpatient care, allowing for expanded access to Tulane's world class medicine at new, destination-level sites of care.

Appendix D: Proposed Agreement

[This Item contains proprietary, competitively sensitive information redacted from the public version.]

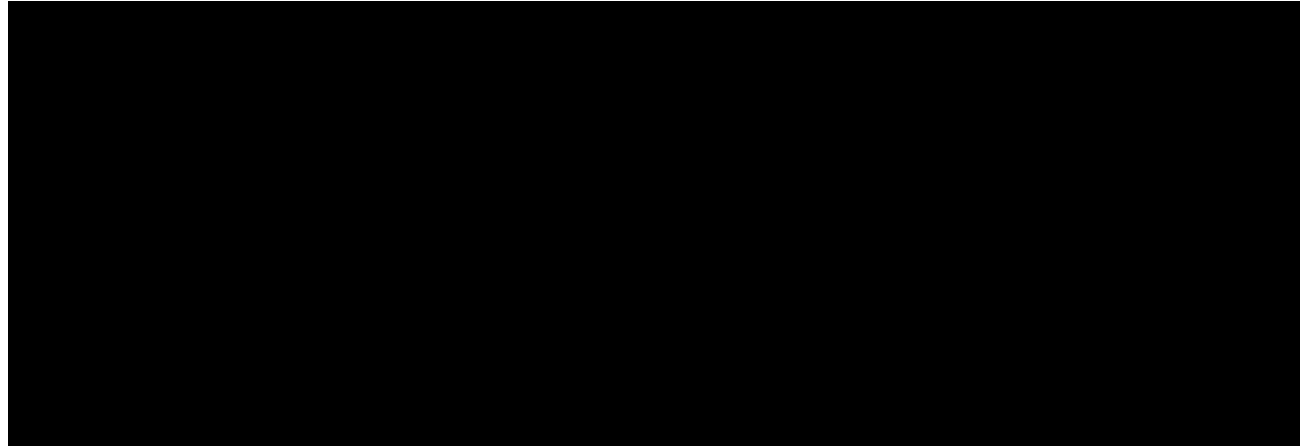
Attached is a copy of the Academic Affiliation Agreement, Membership Interest Transfer Agreement, and Unit Purchase Agreement responsive to Specification 7.

Appendix E: Governmental Filings

Governmental Entity	Filing(s)
Centers for Medicare & Medicaid Services	Medicare Enrollment Application CMS Form 855A
Federal Communications Commission	Radio Station Authorization Form 603
Louisiana Board of Pharmacy	Application for New Louisiana Pharmacy Permit; Application for New Controlled Dangerous Substance License
Louisiana Department of Environmental Quality, Office of Environmental Compliance, Radiation Licensing	Radioactive Materials License Addendum to Permit Applications Form and Name/Owner Change Form
Louisiana Department of Health	Hospital License Letter of Intent and Change of Ownership Packet
Louisiana Department of Health, Health Standards Section, CLIA Program	CLIA Change of Ownership Packet
Louisiana Department of Health, Office of Public Health	Permit to Operate a Food Service Establishment Plans Review Questionnaire
Louisiana Medicaid	Entity/Business Ownership Disclosure Information Form
U.S. Drug Enforcement Administration	Controlled Substance Registration Notice Letter and Form 224

Appendix F: Meetings with Governmental Officials

[This Item contains proprietary, competitively sensitive information redacted from the public version.]

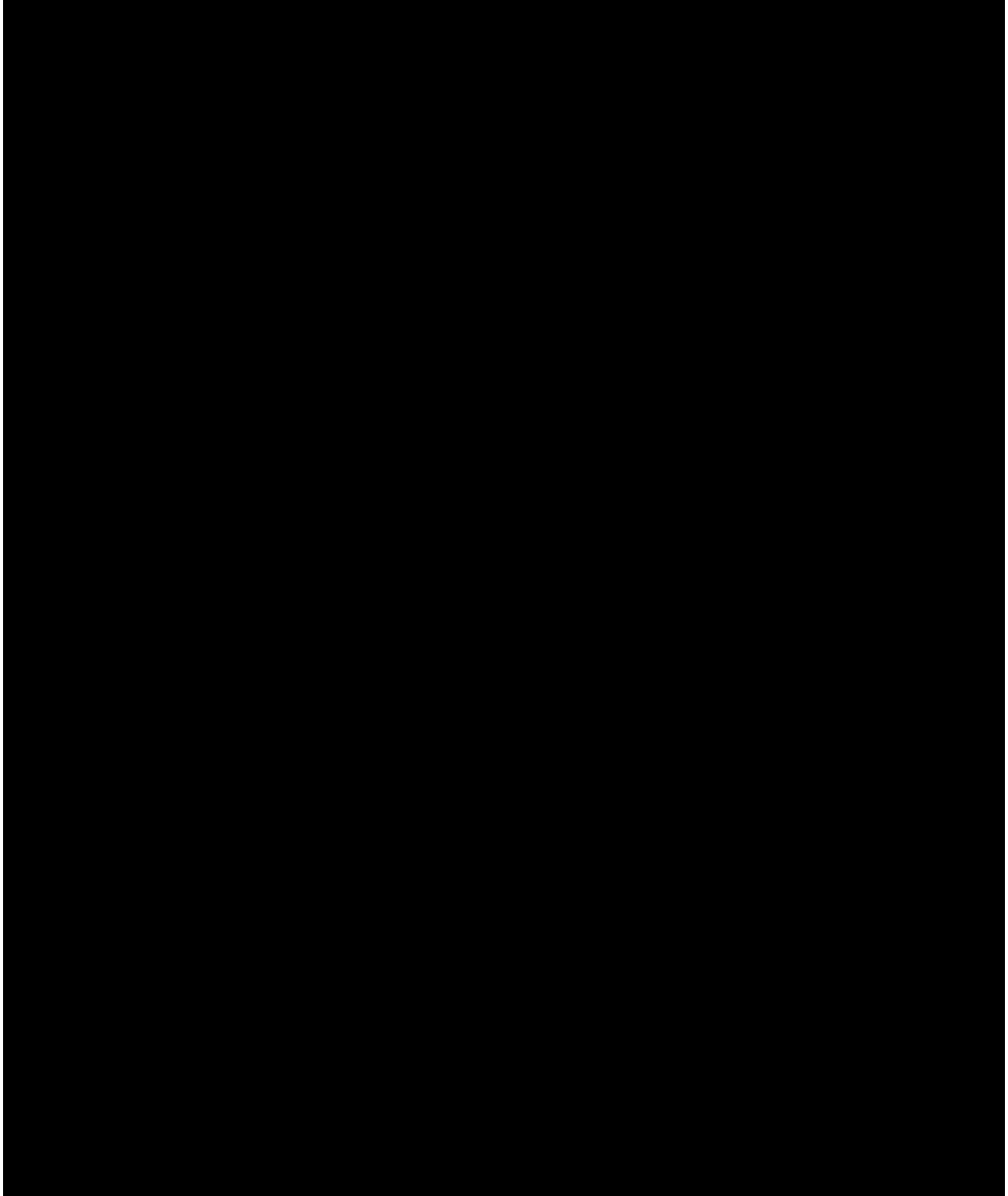


LCMC Health, Tulane, and HCA confirm that there have been no other meetings with federal, state, or local authorities regarding any filings or documents provided in response to Specification 8.

LCMC Health, Tulane, and HCA confirm that there are no documents which memorialize or discuss any meetings or other communications with the United States Department of Justice, Federal Trade Commission, or any other state, federal, or local governmental entity in connection with the proposed Transaction.

Appendix G: Letters of Intent

[This Item contains proprietary, competitively sensitive information redacted from the public version.]



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Appendix J: Meeting Minutes and Other Information

[This Item contains proprietary, competitively sensitive information redacted from the public version.]

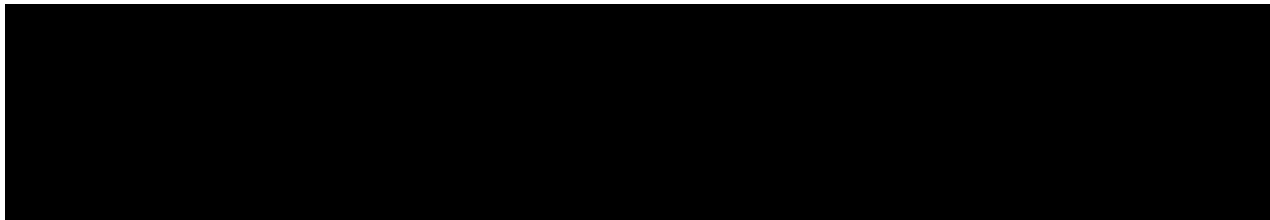
Attached are documents for each meeting, whether regular, special, or otherwise, of the board of directors or board of trustees for LCMC Health and Tulane during which the Transaction was discussed, as outlined in **Table 14**. Written reports and documents were not provided to LCMC Health's board or board members in connection with any meetings discussing the Transaction. Proposals or documents referencing or regarding the Transaction were not provided to LCMC Health's board or board members in connection with any meetings discussing the Transaction. Documents responsive to Specification 14 were not provided by HCA as of the time of filing.

Table 14: Meeting Minutes and Other Information

Entity	Document	Date	Number
LCMC Health	LCMC Health Executive Committee Meeting Agenda	4/7/2020	J-000001
	LCMC Health Executive Committee Meeting Agenda	2/2/2021	J-000002
	LCMC Health Executive Committee Meeting Agenda	5/26/2021	J-000003
	LCMC Health Executive Committee Meeting Agenda	6/17/2021	J-000004
	LCMC Health Executive Committee Meeting Agenda	7/27/2021	J-000005
	LCMC Health Executive Committee Meeting Agenda	8/11/2021	J-000006
	LCMC Health Executive Committee Meeting Agenda	9/24/2021	J-000007
	LCMC Health Executive Committee Meeting Agenda	12/1/2021	J-000008
	LCMC Health Executive Committee Meeting Agenda	1/28/2022	J-000009
	LCMC Health Executive Committee Meeting Agenda	4/6/2022	J-000010
	LCMC Health Executive Committee Meeting Agenda	5/25/2022	J-000011
	LCMC Health Executive Committee Meeting Minutes	7/14/2022	J-000012
	LCMC Health Executive Committee Meeting Agenda	7/27/2022	J-000013
	LCMC Health Board Meeting Presentation	10/10/2022	J-000014
Tulane	Tulane Transaction Briefing for Board's Healthcare Sub-Committee	4/22/2021	J-000040
	Tulane Healthcare Sub-Committee Updates & FAQs	4/22/2021	J-000058
	Tulane Transaction Summary for Healthcare Sub-Committee	7/1/2022	J-000079
	Tulane Healthcare Sub-Committee FAQs	7/1/2022	J-000086
	Tulane Transaction Summary for Healthcare Sub-Committee	8/19/2022 8/23/2022	J-000102
	Tulane Healthcare Sub-Committee FAQs	8/19/2022 8/23/2022	J-000109
	Tulane Board Meeting Presentation	10/10/2022	J-000121

Appendix K: Valuation Information

[This Item contains proprietary, competitively sensitive information redacted from the public version.]



Appendix M: Mission Statement

The following is LCMC Health's mission statement:¹⁶³

- **Mission:** Health, care, and education beyond extraordinary.
- **Vision:** Creating a culture of wellness.
- **Values:** We bring heart and soul. We're in it together. We give a little extra.

The following is Tulane's mission statement:¹⁶⁴

- **Mission:** We improve human health and foster healthy communities through discovery and translation of the best science into clinical practice and education; to deliver the highest quality patient care and prepare the next generation of distinguished clinical and scientific leaders.
- **Vision:** To be a distinctive, preeminent research-intensive medical school, transforming health through discovery, lifelong learning, and patient-centered health care.
- **Core Values:** Accountability, Compassion, Quality, Collaboration, Integrity, Diversity, and Creativity.

The following is the mission statement of Tulane Lakeside Hospital,¹⁶⁵ Lakeview Regional Medical Center,¹⁶⁶ and Tulane University Medical Center:¹⁶⁷

- **Mission:** Our Mission is to provide world-class patient care, education, and research.
- **Vision:** Our Vision is to set the standard for healthcare in our community through acts of kindness, innovation, and discovery.
- **Values:** When at work, we always uphold our T-CARE Values:
 - Truth: "We are honest in all we do and say."
 - Compassion: "We embrace the whole person and respond to their physical and emotional needs."
 - Accountability: "We hold ourselves responsible for our actions."
 - Respect: "We treat every individual as a person of worth."
 - Excellence: "We strive to be the best."

¹⁶³ See *About Us*, LCMC Health, <https://www.lcmchealth.org/about-us/>.

¹⁶⁴ See *Mission, Vision, Core Values*, Tulane University School of Medicine, <https://medicine.tulane.edu/about-us/mission-vision-core-values>.

¹⁶⁵ See *About Us*, Tulane Lakeside Hospital, <https://tulanelakeside.com/about/>.

¹⁶⁶ See *About Us*, Lakeview Regional Medical Center, <https://lakeviewregional.com/about/>.

¹⁶⁷ See *About Us*, Tulane University Medical Center, <https://tulanehealthcare.com/about/#:~:text=Mission,care%2C%20education%2C%20and%20research>.

The following is HCA's mission statement:¹⁶⁸

Mission and Values: Above all else, we are committed to the care and improvement of human life. In pursuit of our mission, we stand by the following value statements:

- We recognize and affirm the unique and intrinsic worth of each individual.
- We treat all we serve with compassion and kindness.
- We trust our colleagues as valuable members of our healthcare team and pledge to treat one another with loyalty, respect and dignity.
- We act with absolute honesty, integrity and fairness in the way we conduct our business and the way we live our lives.

¹⁶⁸ See *Our Mission and Values*, HCA Healthcare, <https://hcahealthcare.com/about/our-mission-and-values.dot>. The mission statement of HCA Healthcare, Inc. applies to Columbia/HCA of New Orleans, Inc., Medical Center of Baton Rouge, Inc., Columbia Healthcare System of Louisiana, Inc., and HCA Inc.

Appendix O: Financial Records

[This Item contains proprietary, competitively sensitive information redacted from the public version.]

Table 19 outlines the materials responsive to Specification 19 provided by LCMC Health, Tulane, and HCA. LCMC Health, Tulane, and HCA do not have any materials responsive to Specifications 19(j) or 19(k).

The following firm has handled LCMC Health's accounting and auditing services in response to Specification 19(l):

LaPorte, APAC
Attn: Gregory P. Romig, CPA
111 Veterans Blvd., Suite 600
Metairie, LA 70005
504-835-5522

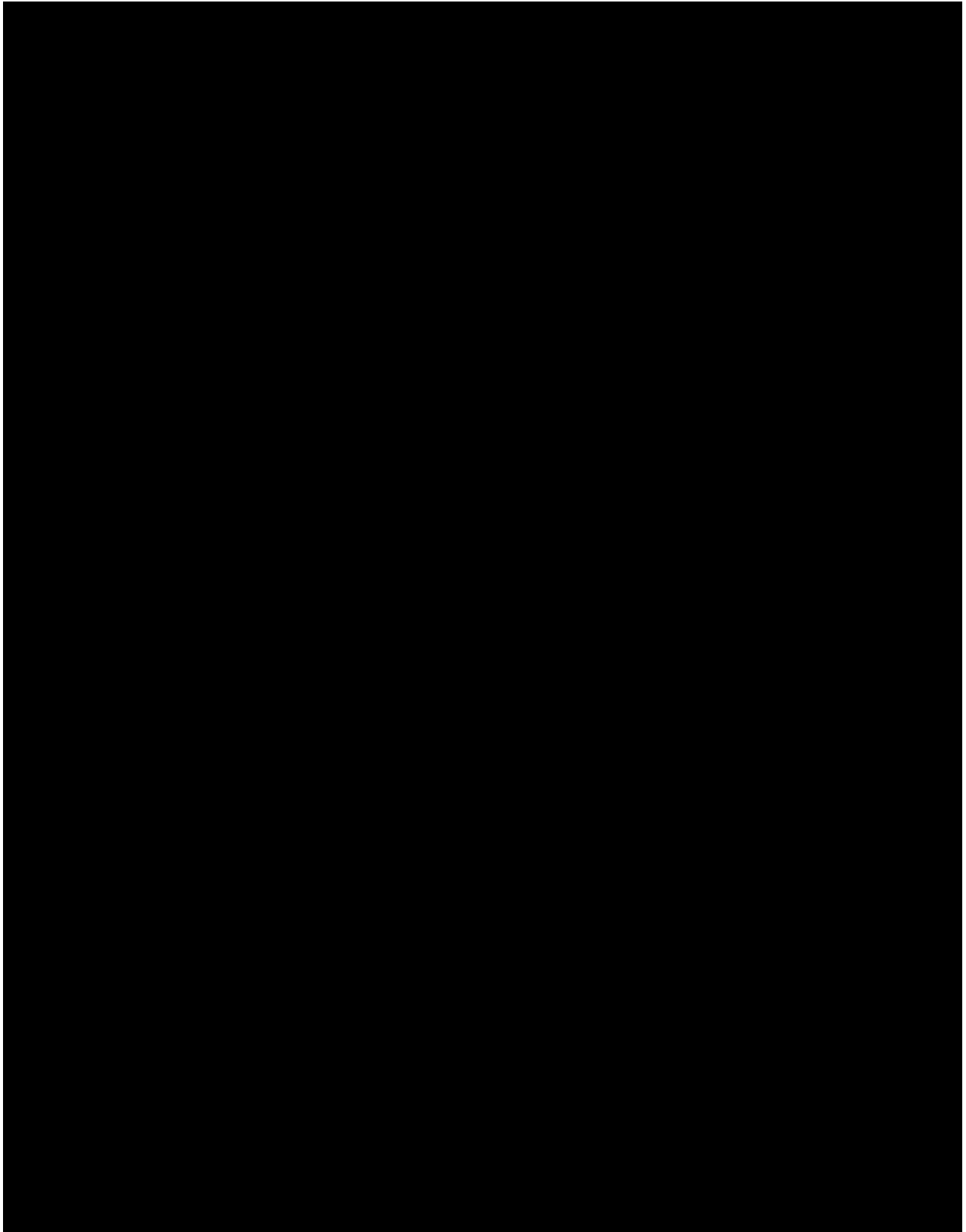
The following firm has handled Tulane's accounting and auditing services in response to Specification 19(l):

Deloitte & Touche, LLP
Attn: Elaine Reyes, Managing Director, Audit
701 Poydras Street, Suite 4200
New Orleans, LA 70139
504-561-7154

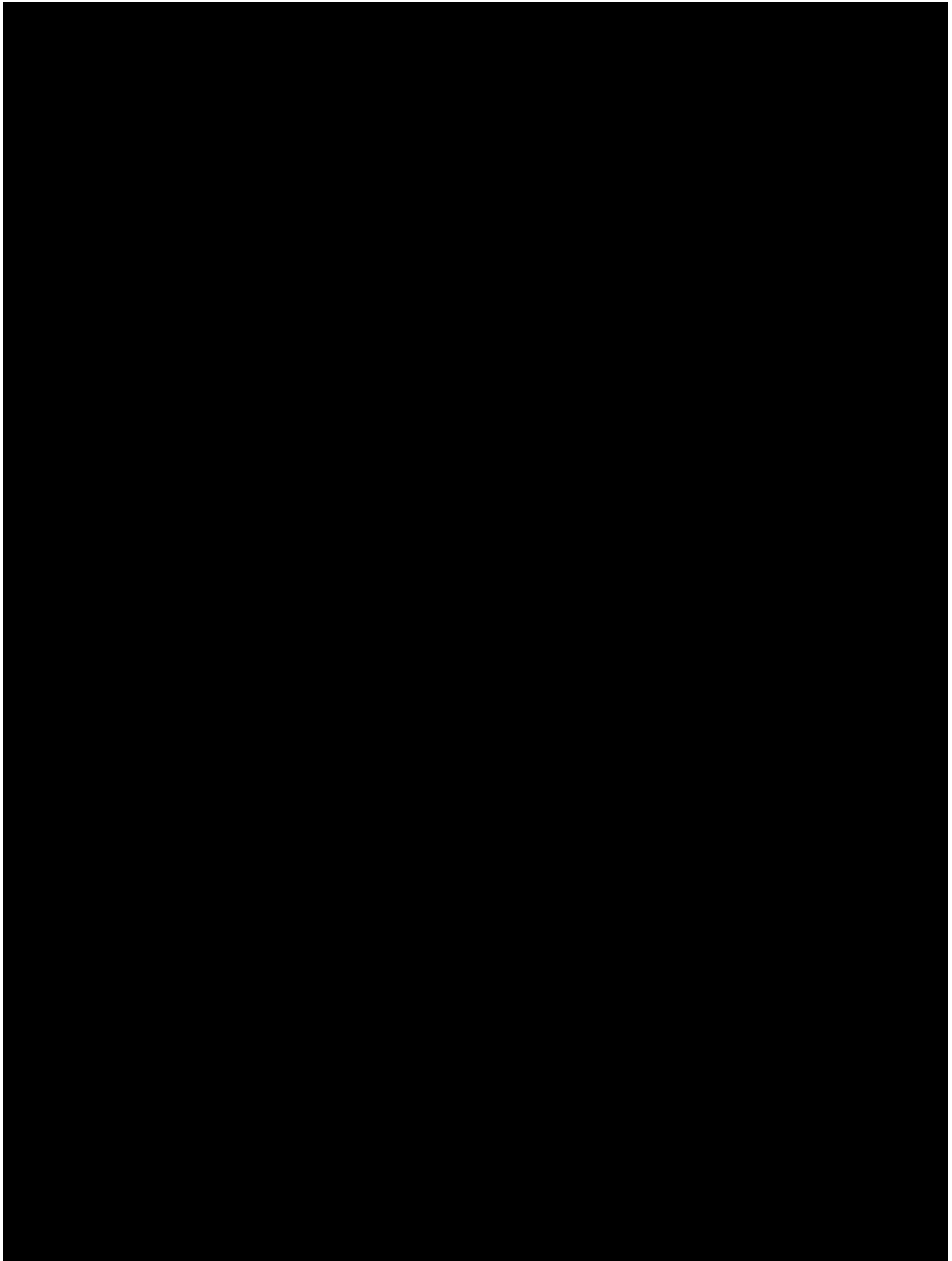
The following firm has handled HCA's accounting and auditing services for UHS in response to Specification 19(l):

Ernst & Young
Contact: Bobby Moran, HCA Development
One Park Plaza, Bldg. 1
Nashville, TN 37203
615-344-2528

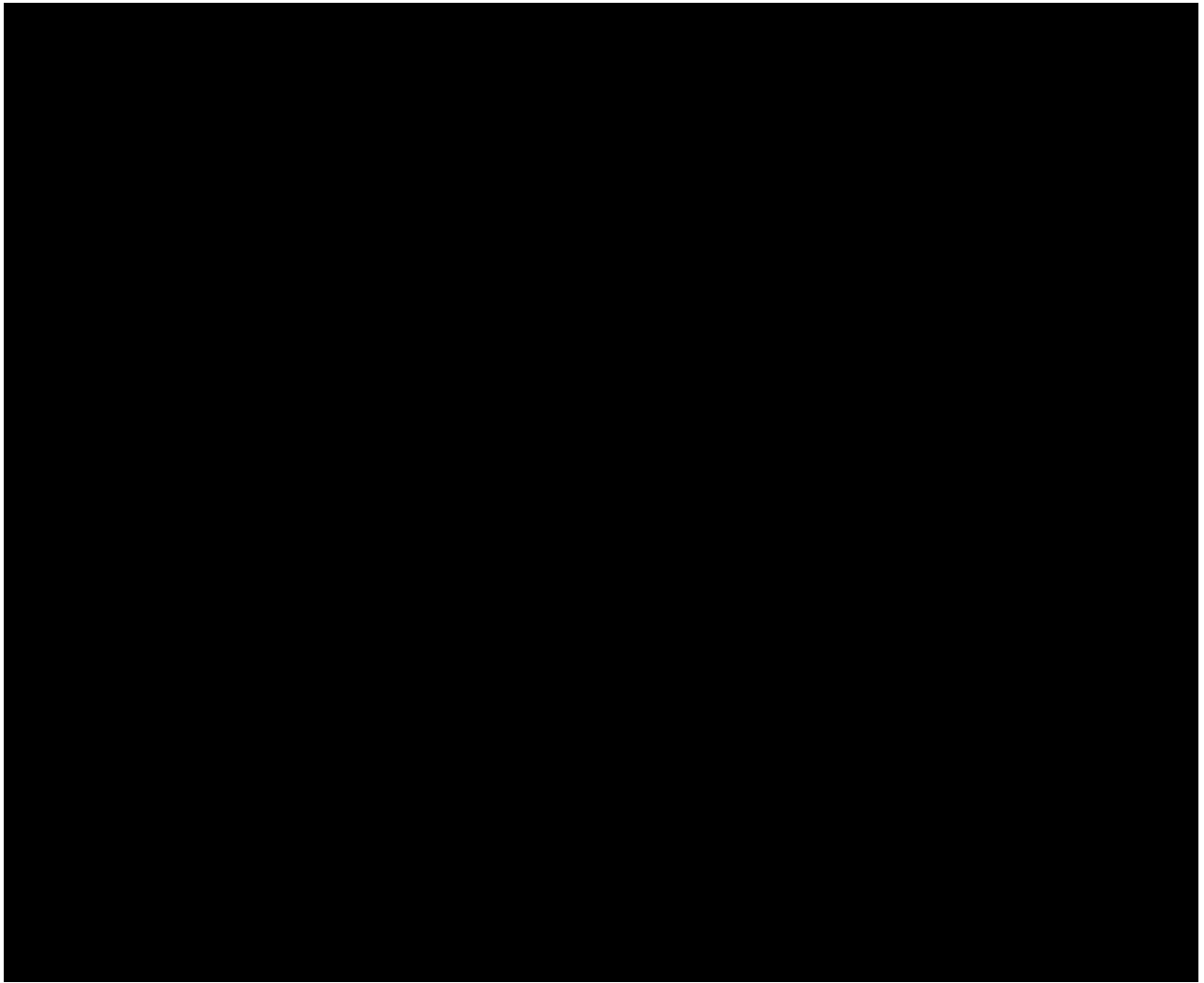
Table 19: Financial Records



PUBLIC REDACTED VERSION



PUBLIC REDACTED VERSION



Appendix R: Persons Involved in Decision Making or Planning

The following individuals were involved in the decision or planning for the Transaction on behalf of LCMC Health, Tulane, and HCA, as outlined in **Table 21(a)**, **Table 21(b)**, and **Table 21(c)**.

Table 21(a): LCMC Health

Name / Title	Contact Information
Gregory C. Feim, Chief Executive Officer	Energy Centre, 1100 Poydras St., Suite 2500 New Orleans, LA 70163 (504) 896-3035
John F. Heaton, MD, President & Chief Medical Officer	Energy Centre, 1100 Poydras St., Suite 2500 New Orleans, LA 70163 (504) 894-6702
JoAnn L. Kunkel, Chief Financial Officer	Energy Centre, 1100 Poydras St., Suite 2500 New Orleans, LA 70163 (504) 702-5029
Jody B. Martin, Chief Legal Officer	Energy Centre, 1100 Poydras St., Suite 2500 New Orleans, LA 70163 (504) 894-6734
Greg Nielsen, Chief Operating Officer	Energy Centre, 1100 Poydras St., Suite 2500 New Orleans, LA 70163 (504) 702-2673
Richard Tanzella, Chief Executive Officer, East Jefferson General Hospital	4200 Houma Blvd. Metairie, LA 70006 (504) 503-4000

Table 21(b): Tulane

Name / Title	Contact Information
Dr. Patrice Delafontaine, Executive Dean, Professor of Medicine, Pharmacology, and Physiology	1430 Tulane Avenue New Orleans, LA 70112 (504) 988-5459
Mike Fitts, President of Tulane University	6823 St. Charles Avenue 218 Gibson Hall New Orleans, LA 70118 (504) 865-5201
Dr. L. Lee Hamm, III, Senior Vice President and Dean, Tulane School of Medicine	1430 Tulane Avenue, #8001 New Orleans, LA 70112 (504) 988-5462
Victoria D. Johnson, General Counsel for Tulane University	6823 St. Charles Avenue 300 Gibson Hall New Orleans, LA 70118 (504) 865-5783
Patrick J. Norton, Senior Vice President, Chief Operating Officer, and Treasurer	1555 Poydras Street, Suite 836 New Orleans, LA 70112 (504) 862-8698

Table 21(c): HCA

Name / Title	Contact Information
Samuel N. Hazen, Chief Executive Officer	1 Park Plaza Nashville, TN 37203 (615) 344-9551
William B. Rutherford, Chief Financial Officer & Executive Vice President	1 Park Plaza Nashville, TN 37203 (615) 344-9551
Jon Foster, President, American Group	1 Park Plaza Nashville, TN 37203 (615) 344-9551
Ashley Johnson, Chief Finance Officer, American Group	1 Park Plaza Nashville, TN 37203 (615) 344-9551
Mel Lagarde, Former President and CEO, HCA MidAmerica Division	400-5440 West 110 th Street Overland Park, KS 66211 (816) 508-4000
Michael R. McAlevey, Senior Vice President and Chief Legal Officer	1 Park Plaza Nashville, TN 37203 (615) 344-9551
Joseph A. Sowell, III, Senior Vice President and Chief Development Officer	1 Park Plaza Nashville, TN 37203 (615) 344-9551
Chadd Tierney, Vice President and Senior Counsel – Legal Development	1 Park Plaza Nashville, TN 37203 (615) 344-2897
Bobby Moran, Associate Vice President, Development	1 Park Plaza Nashville, TN 37203 (615) 344-2528
Erol Akdamar, President, North Texas Division	13155 Noel Road Suite 2000 Dallas, TX 75240 (972) 401-8750

Appendix S: Market Studies

[This Item contains proprietary, competitively sensitive information redacted from the public version.]

Attached are the market studies listed in **Table 22**, which have been identified by the LCMC Health, Tulane, and HCA as responsive to Specification 22. LCMC Health, Tulane, and HCA evaluate market shares in multiple ways, depending on time period, geographic area, type of patient, and other criteria, as evidenced in the attached market studies.

Table 22: Market Studies

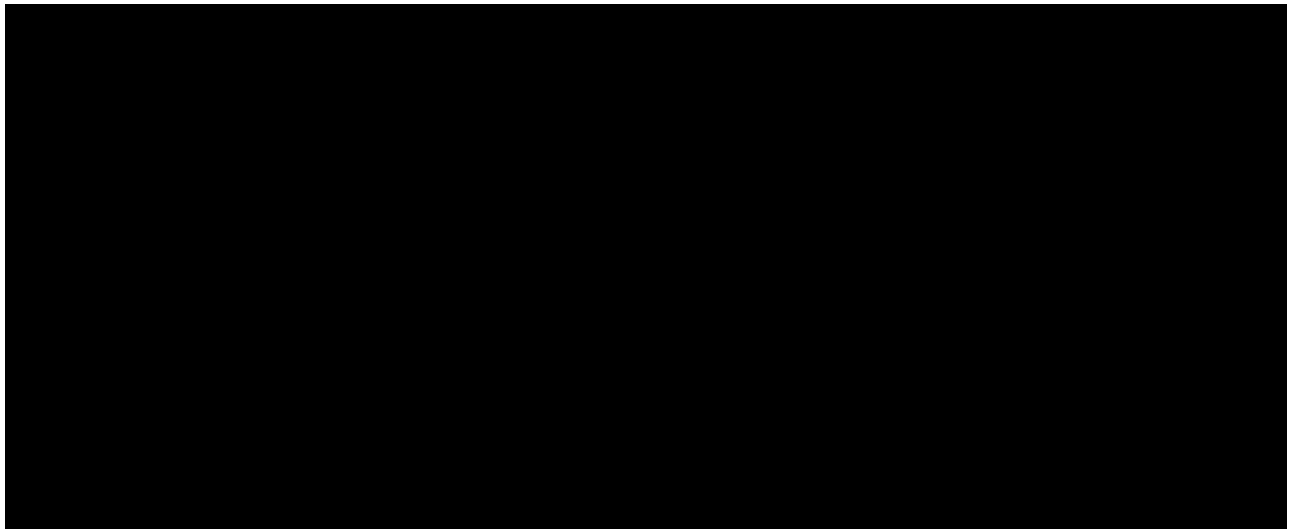


Exhibit D

**UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF LOUISIANA**

LOUISIANA CHILDREN'S MEDICAL
CENTER, d/b/a LCMC HEALTH,

Plaintiff,

v.

MERRICK GARLAND, in his official
capacity as ATTORNEY GENERAL OF
THE UNITED STATES,

UNITED STATES DEPARTMENT OF
JUSTICE,

FEDERAL TRADE COMMISSION,

and

UNITED STATES OF AMERICA,

Defendants

CIVIL ACTION
No. 23-1305

THE STATE OF LOUISIANA'S MOTION TO INTERVENE

The State of Louisiana, by and through Attorney General Jeff Landry, moves to intervene pursuant to Federal Rule of Civil Procedure 24. The Court should grant the State's motion to intervene because it satisfies the requirements of intervention as of right and of permissive intervention under Federal Rule of Civil Procedure 24.

BACKGROUND

This action seeks a declaratory judgment that the Hart-Scott-Rodino Antitrust Improvements Act ("HSR Antitrust Act") does not apply to transactions that are immune from federal antitrust laws under the doctrine of state action immunity. A

declaratory judgment is needed to vindicate an important policy choice of the State of Louisiana concerning the health care services available to its citizens.

Louisiana has, to the benefit of its citizens, chosen to regulate the issuance of a Certificate of Public Advantage (“COPA”) in accordance with and in furtherance of the articulated state interest set forth at La. R.S. 40:2254.1. This lawsuit comes more than one hundred days after the Attorney General issued a COPA and authorized Louisiana Children’s Medical Center (“LCMC”) to acquire Tulane University Medical Center, Lakeview Regional Medical Center, and Tulane Lakeside Hospital from HCA Healthcare, Inc.—a for-profit provider network that previously operated three hospitals through a joint venture with the Tulane University of Louisiana (“Tulane”).

Prior to issuance of the COPA, the Louisiana Department of Justice (“LADOJ”) conducted a lengthy review of the proposed COPA application. Despite the comprehensive review, providing notice to the public that an application was received and pending with the Attorney General’s office, holding a public comment period, and a public hearing, the Federal Trade Commission (“FTC”) never contacted the LADOJ or Attorney General to express any concern or issues with the proposed COPA. To this date, the FTC has never reached out to the LADOJ or Attorney General.

Upon information and belief, the FTC now demands that the acquisition previously approved by Louisiana be halted and submitted to the FTC for review under the HSR Antitrust Act. The FTC’s complete disregard towards Louisiana and failure to communicate on this issue is a blatant attack on Louisiana’s COPA law found at La. R.S. 40:2254.1, *et seq.*, and Louisiana’s state sovereignty.

Under the state action immunity doctrine, LCMC and the other parties to the acquisition, are not subject to the HSR Antitrust Act. The state action immunity doctrine, grounded in the sovereign rights of the States, exempts “from the federal antitrust laws” private parties who are “carrying out the State’s regulatory program.” *FTC v. Phoebe Putney Health Sys., Inc.*, 568 U.S. 216, 224-25 (2013). Private conduct—including transactions like the acquisition—is exempted from enforcement of “the federal antitrust laws” where the conduct is authorized by clearly articulated and affirmatively expressed state policy and actively supervised by a state actor. *Id.*

ARGUMENT

Federal Rule of Civil Procedure 24(a) requires a federal court to permit intervention of a non-party who “claims an interest relating to the property or transaction that is the subject of the action, and is so situated that disposing of the action may as a practical matter impair or impede the movant’s ability to protect its interest, unless existing parties adequately represent that interest.” Fed. R. Civ. P. 24(a)(2). Rule 24(b) permits a federal court to allow intervention of non-parties that tender “a claim or defense that shares with the main action a common question of law or fact.” Fed. R. Civ. P. 24(b) (1)(B). “Rule 24 is to be liberally construed” in favor of intervention. *Brumfield v. Dodd*, 749 F.3d 339, 341 (5th Cir. 2014); accord *Wal-Mart Stores, Inc. v. Tex. Alcoholic Beverage Comm’n*, 834 F.3d 562, 565 (5th Cir. 2016). “The inquiry is a flexible one, and a practical analysis of the facts and circumstances of each case is appropriate.” *Brumfield*, 749 F.3d at 341 (internal quotation marks

omitted). “Intervention should generally be allowed where no one would be hurt and greater justice could be attained.” *Ross v. Marshall*, 426 F.3d 745, 753 (5th Cir. 2005).

I. LOUISIANA SATISFIES THE REQUIREMENTS FOR INTERVENTION AS OF RIGHT.

Under Rule 24, “[a] party seeking to intervene as of right must satisfy four requirements: (1) The application must be timely; (2) the applicant must have an interest relating to the property or transaction that is the subject of the action; (3) the applicant must be so situated that the disposition of the action may, as a practical matter, impair or impede its ability to protect its interest; and (4) the applicant’s interest must be inadequately represented by the existing parties to the suit.” *Brumfield*, 749 F.3d at 341 (citation omitted). The State satisfies each of these elements.

A. The State’s Application Is Timely.

This intervention motion is timely. The Complaint was filed on April 20, 2023, the deadline for responsive pleadings has not yet passed, and no meaningful case events have occurred. As a result, “timeliness is not at issue.” *Brumfield*, 749 F.3d at 342; *see also Edwards v. City of Houston*, 78 F.3d 983, 1000 (5th Cir. 1996) (finding that delays of “only 37 and 47 days . . . are not unreasonable”); *Ross*, 426 F.3d at 755 (permitting post-judgment intervention); *United States v. Virginia*, 282 F.R.D. 403, 405 (E.D. Va. 2012) (“Where a case has not progressed beyond the initial pleading stage, a motion to intervene is timely.”); *Mullins v. De Soto Securities Co.*, 3 F.R.D. 432, 433 (W.D. La. 1944) (finding motion to intervene timely during the initial pleading stage).

B. The State Has the Requisite Interest in the Subject of this Case.

The State “has a ‘direct, substantial, legally protectable interest in the proceedings.’” *Edwards*, 78 F.3d at 1004 (quoting *New Orleans Pub. Serv., Inc. v. United Gas Pipe Line Co.*, 732 F.2d 452, 463 (5th Cir. 1984)). “A ‘legally protectable’ right” for intervention purposes “is not identical to a ‘legally enforceable’ right, such that ‘an interest is sufficient if it is of the type that the law deems worthy of protection, even if the intervenor . . . would not have standing to pursue her own claim.’” *DeOtte v. Nevada*, 20 F.4th 1055, 1068 (5th Cir. 2021) (citations omitted); accord *Wal-Mart Stores*, 834 F.3d at 566. Rather, “[a] movant found to be a ‘real party in interest’ generally establishes sufficient interest.” *League of United Latin Am. Citizens, Council No. 4434 v. Clements*, 884 F.2d 185, 187 (5th Cir. 1989) (“LULAC, Council No. 4434”). “[A] ‘real party in interest’ may be ascertained by determining whether that party caused the injury and, if so, whether it has the power to comply with a remedial order of the court.” *Id.* at 187.

Louisiana regulates the issuance of a COPA in accordance with and in furtherance of the articulated state interest set forth at La. R.S. 40:2254.1. Louisiana’s goal of authorizing COPA’s is to control health care costs and improve the quality of and access to health care, which the State acknowledges will be significantly enhanced in some cases by cooperative agreements and by mergers and consolidations among health care facilities. La. R.S. 40:2254.1.

The State, through Attorney General Jeff Landry and the Louisiana Department of Justice (“LADOJ”), has direct supervision and control over the

implementation of cooperative agreements, mergers, joint ventures, and consolidations among healthcare facilities for which a COPA is granted. La. R.S. 40:2254.1, *et seq.* The process for approving a COPA requires voluminous submissions by applicants, consultation with experts, notice to the public, input from a wide range of stakeholders, a public hearing, and consideration by State officials. Only applications that clearly benefit the public are approved.

On December 28, 2022, the State issued a COPA. The State determined that LCMC and Tulane exceeded the statutory burden of proof required to issue a COPA. The merger will enhance competition, lead to greater access to health care, result in higher quality health care, and will likely not result in undue increases to costs. The agreement guarantees ongoing oversight to ensure fair prices for consumers. What's more: it will provide a world-class medical education program for both medical students and nursing students, at a time when the State and the Nation are faced with a nursing shortage.

The State intended for LADOJ's supervision and control over the COPA to have the effect of granting the parties to the agreements, mergers, joint ventures, or consolidations state action immunity for actions that might otherwise be considered to be in violation of state antitrust laws, *federal antitrust laws*, or both. La. R.S. 40:2254.1.

C. The Disposition of this Case May Substantially Impair or Impede the State's Interests.

Without intervention, the disposition of this case will impair the State of Louisiana's ability to protect its interests, and it will impair and impede the Attorney

General from carrying out his constitutional duties to defend and uphold the laws of the State of Louisiana.

Louisiana Revised Statutes 40:2254.4 authorizes issuance of a COPA if the Louisiana Department of Justice “finds that an agreement is likely to result in lower health care costs or is likely to result in improved access to health care or higher quality health care without any undue increase in health care costs.” Louisiana’s COPA statute requires active supervision by the LADOJ, oversight which comprises regular reporting and a detailed review of the effects of the transaction, including the actual effects on prices. Pursuant to the terms of the COPA, LCMC is approaching an upcoming reporting deadline imposed by the State. However, the FTC wants to halt the transaction and impede the ability for LCMC to make progress relative to the COPA. This interferes with the States’ ability to provide active state supervision, and it is an infringement on the State’s rights.

The Supreme Court has made clear that where private parties are actively supervised in carrying out a clearly articulated anticompetitive policy of the State, they are treated as the State for purposes of state action immunity. *FTC v. Ticor Title Ins. Co.*, 504 U.S. 621, 635 (1992) (the private anticompetitive conduct is the “State’s own”). For the doctrine to apply, the State must have clearly articulated and affirmatively expressed as State policy the alleged restraint on competition, and must actively supervise the anticompetitive act. Here, Louisiana’s COPA statute and the COPA concerning the acquisition does just that. *See La. R.S. 40:2254.1 et seq.* This doctrine is grounded in constitutional principles of federalism, in accordance with the

“dual system of government in which, under the Constitution, the states are sovereign, save only as Congress may constitutionally subtract from their authority.” *Parker v. Brown*, 317 U.S.341 at 351 (1943).

Despite issuance of the COPA, which is expressly intended to grant and does grant state action immunity from liability under the antitrust laws, the FTC is unlawfully attempting to force LCMC and HCA to submit a notification of the Acquisition and observe a waiting period pursuant to the HSR Antitrust Act and to pay the HSR Filing fee. The FTC’s actions constitute a significant violation of federal law and Louisiana’s sovereignty.

D. The State’s Interests are Inadequately Represented by the Existing Parties.

The State’s interests are inadequately represented by the existing parties to the suit. The Attorney General has an interest in defending the injury to the State that would result if the State is prevented from implementing its COPA statutes. If the FTC subjects state-authorized mergers to Section 7A of the Clayton Act, it will impede the ability for states to authorize COPAs and other time-sensitive mergers, especially here where the State of Louisiana approved the transaction months prior to the FTC’s purported objection.

In *Miller v. Vilsack*, the Fifth Circuit recently discussed two presumptions of adequate representation that must be considered when determining if representation by the current parties is, in fact, inadequate. No. 21-11271, 2022 WL 851782 (5th Cir. Mar. 22, 2022). The burden for the proposed intervenor to demonstrate inadequate representation is minimal. *Id.* (citing *Sierra Club v. Espy*, 18 F.3d 1202, 1207 (5th

Cir. 1994)). The burden, however, “cannot be treated as so minimal as to write the requirement completely out of the rule.” *Id.* The first presumption applies “when the would-be intervenor has the same ultimate objective as a party to the lawsuit.” *Id.* The second presumption applies in cases where a party “is presumed to represent the interests of all of its citizens,” *Hopwood v. Texas*, 21 F.3d 603, 605 (5th Cir. 1994) (per curiam), such as “when the putative representative is a governmental body or officer charged by law with representing the interests of the [intervenor],” *Texas*, 805 F.3d at 661 (quotation omitted). This presumption is limited, however, to “suits involving matters of sovereign interest.” *Edwards*, 78 F.3d at 1005. Neither presumption applies here.

There is no reason to believe that the State’s sovereign interests will be represented by existing parties. This is not a case where “the would-be intervenor has the same ultimate objective as a party to the lawsuit.” See *Entergy Gulf States*, 817 F.3d (citation omitted). The State has unique sovereign interests not shared by the other parties. Any proposed judgment or federal oversight would have future consequences for the State and necessarily involve the State’s sovereign interests.

II. IN THE ALTERNATIVE, THE STATE SHOULD BE GRANTED PERMISSIVE INTERVENTION.

The Attorney General fulfills the requirements for permissive intervention. Federal Rule of Civil Procedure 24(b)(1) provides that “[o]n timely motion, the court may permit anyone to intervene who: (A) is given a conditional right to intervene by a federal statute; or (B) has a claim or defense that shares with the main action a common question of law or fact.” “In exercising its discretion, the court must consider

whether the intervention will unduly delay or prejudice the adjudication of the original parties' rights.” Fed. R. Civ. P. 24(b)(3). Permissive intervention under Rule 24(b) “is wholly discretionary with the [district] court . . . even though there is a common question of law or fact, or the requirements of Rule 24(b) are otherwise satisfied.” *Kneeland v. Nat’l Collegiate Athletic Ass’n*, 806 F.2d 1285, 1289 (5th Cir. 1987). Intervention is appropriate when: “(1) timely application is made by the intervenor, (2) the intervenor's claim or defense and the main action have a question of law or fact in common, and (3) intervention will not unduly delay or prejudice the adjudication of the rights of the original parties.” See *Frazier v. Wireline Solutions, LLC*, 2010 WL 2352058, at *4 (S.D. Tex. June 10, 2010) (citation omitted); *In re Enron Corp. Sec., Derivative & “ERISA” Litig.*, 229 F.R.D. 126, 131 (S.D. Tex. 2005).

As discussed above, the intervention is timely; the State’s claims or defense and the main action have a question of law or fact in common; and the intervention will not unduly delay or prejudice the adjudication of the rights of the original parties. Moreover, the State’s intervention will facilitate an equitable result. The State can provide a crucial perspective on the important issues implicated by the Complaint. This case has significant implications; therefore, it is essential that all arguments related to the viability of the COPA and the approved acquisition receive full attention. For the reasons stated above, this Court should grant this motion permissively, if it does not grant it as of right.

CONCLUSION

The Court should grant the State of Louisiana's Motion to Intervene, and Louisiana Attorney General Jeff Landry should be allowed to fulfill his constitutional duty to represent the State's interests.

Dated: April 23, 2023

Respectfully Submitted,

Jeff Landry
Louisiana Attorney General

/s/ Angelique Duhon Freel
Elizabeth B. Murrill (LSBA No. 20685)
Solicitor General
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CERTIFICATE PURSUANT TO LR 7.6

I do hereby certify that, on the 21st day of April 2023, undersigned counsel reached out to counsel for plaintiffs and defendants in this matter and obtained consent for the filing of the State's intervention. Counsel for the United States Defendants noted that they have not yet been served with the Plaintiff's Complaint and they do not waive service of the original complaint.

/s/ Angelique Duhon Freel
Angelique Duhon Freel

CERTIFICATE OF SERVICE

I do hereby certify that, on this 23rd day of April 2023, the foregoing was electronically filed with the Clerk of Court using the CM/ECF system, which gives notice of filing to all counsel of record. And the United States Defendants were served via email through counsel of record, Suzanne Morris at Suzanne.Morris@usdoj.gov .

/s/ Angelique Duhon Freel
Angelique Duhon Freel

**UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF LOUISIANA**

LOUISIANA CHILDREN'S MEDICAL
CENTER, d/b/a LCMC HEALTH,

Plaintiff,

v.

MERRICK GARLAND, in his official
capacity as ATTORNEY GENERAL OF
THE UNITED STATES,

UNITED STATES DEPARTMENT OF
JUSTICE,

FEDERAL TRADE COMMISSION,

and

UNITED STATES OF AMERICA,

Defendants

CIVIL ACTION
No. 23-1305

ORDER

Upon consideration of the State of Louisiana's motion to intervene, and considering the grounds presented, it is hereby ORDERED that the motion is GRANTED; and further ORDERED that the Proposed Intervenor-Plaintiffs are permitted to participate in the above captioned matter as Intervenor-Plaintiffs; SO ORDERED.

This ____ day of _____ 2023.

United States District Judge

**UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF LOUISIANA**

LOUISIANA CHILDREN'S MEDICAL
CENTER, d/b/a LCMC HEALTH,

Plaintiff,

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MERRICK GARLAND, in his official
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LOUISIANA'S ORIGINAL PETITION OF INTERVENTION

The State of Louisiana, appearing through Attorney General Jeff Landry, respectfully sets forth the factual and legal basis of its right to intervene herein as Plaintiff-Intervenor, as follows:

INTRODUCTION

1.

This action seeks a declaratory judgment that the Hart-Scott-Rodino Antitrust Improvements Act ("HSR Antitrust Act") does not apply to transactions that are immune from federal antitrust laws under the doctrine of state action immunity. A

declaratory judgment is needed to vindicate an important policy choice of the State of Louisiana concerning the health care services available to its citizens.

2.

PARTIES

Plaintiff-Intervenor State of Louisiana (“State”), through Attorney General Jeff Landry and the Louisiana Department of Justice (“LADOJ”), has direct supervision and control over the implementation of cooperative agreements, mergers, joint ventures, and consolidations among healthcare facilities for which a Certificate of Public Advantage (“COPA”) is granted. La. R.S. 40:2254.1, *et seq.* Moreover, the Attorney General is the chief legal officer of the State of Louisiana charged with the assertion and protection of the rights and interests of the State, its taxpayers and citizens. La. Const. art. IV, § 8. The Attorney General has a sworn duty to uphold the Constitution and laws of this State. The Attorney General also serves as executive head and chief administrative officer of the LADOJ. La. Const. art. IV, § 8.

3.

Plaintiff Louisiana Children’s Medical Center (“LCMC”) is a non-profit health system operating as an Organized Health Care Arrangement under Louisiana law. It is a nonprofit network of health care providers, which operate nine hospitals and a number of locations in Louisiana and Mississippi. Its principal place of business is 1100 Poydras Street, New Orleans, LA 70163.

4.

Defendant Merrick Garland is the Attorney General of the United States. He is sued in his official capacity.

5.

Co-Defendant United States Department of Justice is an Executive Department of the United States.

6.

Co-Defendant Federal Trade Commission (“FTC”) is an administrative agency of the United States government, established by the FTC Act, 15, U.S.C. §§ 41-58, with its principal offices at 600 Pennsylvania Avenue, N.W., Washington D.C. 20580

7.

Co-Defendant is the United States of America.

CERTIFICATES OF PUBLIC ADVANTAGE

8.

Louisiana has, to the benefit of its citizens, chosen to regulate the issuance of a Certificate of Public Advantage (“COPA”) in accordance with and in furtherance of the articulated state interest set forth at La. R.S. 40:2254.1.

9.

Louisiana’s goal of authorizing COPA’s is to control health care costs and improve the quality of and access to health care, which the State acknowledges will be significantly enhanced in some cases by cooperative agreements and by mergers and consolidations among health care facilities. La. R.S. 40:2254.1.

10.

The purpose of Louisiana's regulatory scheme is to provide the State, through the LADOJ, with direct supervision and control over the implementation of cooperative agreements, mergers, joint ventures, and consolidations among health care facilities for which a COPA is granted. La. R.S. 40:2254.1.

11.

The State also intended for LADOJ's supervision and control over these agreements, mergers, joint ventures, and consolidations substitute state regulation of facilities for competition between facilities and that this regulation have the effect of granting the parties to the agreements, mergers, joint ventures, or consolidations state action immunity for actions that might otherwise be considered to be in violation of state antitrust laws, federal antitrust laws, or both. La. R.S. 40:2254.1

12.

The process for approving a COPA requires voluminous submissions by applicants, consultation with experts, notice to the public, input from a wide range of stakeholders, a public hearing, and consideration by State officials. Only applications that clearly benefit the public are approved

13.

Parties to a cooperative agreement, merger, joint venture, or consolidation may apply to the LADOJ for a COPA. La. R.S. 40:2254.4.

14.

The LADOJ shall publish notice of the COPA application, allow for public comment, and hold a public hearing before acting upon a COPA application. La. R.S. 40:2254.4.

15.

The LADOJ may not issue a COPA unless it finds that the agreement is likely to result in lower health care costs or is likely to result in improved access to health care or higher quality health care without any undue increase in health care costs. La. R.S. 40:2254.4.

16.

The LADOJ shall deny the application for a COPA or issue a COPA within ninety days after receipt of a completed application or within one ninety-day extension, which may be granted by the LADOJ upon a showing of good cause by the applicants. If the LADOJ does not issue a COPA within that time, the application is considered to have been denied. La. R.S. 40:2254.4.

17.

A COPA may be issued subject to terms and conditions, as the LADOJ may determine are appropriate, in order to best achieve lower health care costs or greater access to or quality of health care. La. R.S. 40:2254.4.

18.

Any amendment to a cooperative, merger, joint venture, or consolidation agreement and any material change in the operations or conduct of any party to a

cooperative, merger, joint venture, or consolidation agreement shall be considered to be a new agreement and shall not take effect or occur until the LADOJ has issued a new certificate of public advantage approving the amendment or change. La. R.S. 40:2254.4.

COPA APPLICATION SUBMITTED BY LCMC AND HCA

19.

The LADOJ received an application for a COPA regarding a proposed transaction between HCA Healthcare, Inc. (“HCA”), Tulane University (“Tulane”), University Healthcare System, L.C. (“UHS”), and LCMC Health on October 10, 2022.

20.

The LADOJ required supplementation of the application before deeming the application complete on November 18, 2022. Once the application was deemed complete, it triggered the time period set forth in the law by which the Attorney General provided notice to the public, requested public comment, held a public hearing, and made a determination on the application.

21.

Notice of the pending COPA application, instructions to provide public comment relative to the proposed acquisition, and notice of a public hearing in connection with the COPA was timely published in the St. Tammany Farmer. The notice first ran on November 24, 2022. It also ran on November 30, 2022. (Exhibits 1, 2, 3, and 4)

22.

Notice of the pending COPA application, instructions to provide public comment relative to the proposed acquisition, and notice of the hearing in connection with the COPA was timely published in the Times- Picayune/The New Orleans Advocate. The notice ran in in the Times Picayune/The New Orleans Advocate on November 21, 22, and 23, 2022. (Exhibits 5 and 6)

23.

Notice of the hearing on the COPA application was posted on the LADOJ website on December 5, 2022 at <https://agjefflandry.com/Article/13095> . (Exhibit 7)

24.

Notice of the hearing on the COPA application was also posted at the Claiborne Building 1201 N. 3rd St., Baton Rouge, Louisiana on December 5, 2022. (Exhibit 8)

25.

Written comments were submitted to the LADOJ in advance of the public hearing.

26.

A public hearing on the COPA application was held on December 8, 2022. All interested persons were allowed to present testimony, facts or evidence related to the COPA application, and permitted to ask questions.

27.

At the public hearing, the Director of the Civil Division of the Department of Justice announced that she would continue to accept comments through Tuesday, December 13, 2022.

28.

The FTC did not provide any public comment or express concerns or issues with the COPA application.

29.

On December 28, 2022, in response to the comprehensive application submitted by LCMC and HCA, and following the public notice-and-comment period and a public hearing, the State Attorney General issued a COPA authorizing the acquisition and adopting a set of terms and conditions establishing active supervision of the acquisition by the Attorney General and the LADOJ. (See Exhibit 9 and 10)

30.

In issuing the COPA, the State of Louisiana expressly and unequivocally adopted a State policy authorizing the acquisition and removing it from regulation under the antitrust laws.

31.

The State found that the agreement is likely to result in lower health care costs or is likely to result in improved access to health care or higher quality health care without an undue increase of health care costs. La. R.S. 40:2254.4.

32.

The COPA expressly provides for Louisiana's active supervision of the acquisition's implementation and the subsequent operations of the merged entity.

33.

The Louisiana COPA statute itself provides for active supervision of the acquisition and the subsequent operations of the merged entity by permitting the State Attorney General to enforce the terms of the COPA, La. R.S. 40:2254.10, and via the annual reporting requirements for the merged entity subject to the COPA, La. R.S. 40:2254.11. Additionally, the LADOJ has authority to revoke the COPA. La. R.S. 40:2254.6.

34.

On January 1, 2023, the parties to the acquisition closed the transaction. Since then, LCMC has been integrating the UHS Hospitals and physician clinics into its health care network to deliver on the promised benefits for the people of Louisiana.

35.

The first round of reports, post approval of the COPA, are due to the LADOJ within a few weeks pursuant to the terms and conditions issued by the Attorney General.

36.

Upon information and belief, despite Louisiana's express authorization and supervision of the acquisition, and the applicability of state action immunity, the FTC

has ordered LCMC to halt the acquisition, submit notice of the acquisition under the HSR Antitrust Act, and pay a filing fee.

37.

The FTC's action is interfering with the State's right to implement and actively supervise the COPA.

STATE ACTION IMMUNITY DOCTRINE

38.

The Supreme Court has made clear that where private parties are actively supervised in carrying out a clearly articulated anticompetitive policy of the State, they are treated as the State for purposes of state action immunity. *FTC v. Ticor Title Ins. Co.*, 504 U.S. 621, 635 (1992) (the private anticompetitive conduct is the "State's own").

39.

For the doctrine to apply, the State must have clearly articulated and affirmatively expressed as State policy the alleged restraint on competition, and must actively supervise the anticompetitive act. Here, the Louisiana COPA statute and the COPA concerning the acquisition does just that. *See* La. R.S. 40:2254.1 *et seq.*

40.

This doctrine is grounded in constitutional principles of federalism, in accordance with the "dual system of government in which, under the Constitution, the states are sovereign, save only as Congress may constitutionally subtract from their authority." *Parker v. Brown*, 317 U.S.341 at 351 (1943).

41.

Despite issuance of the COPA, which is expressly intended to grant and does grant state action immunity from liability under the antitrust laws, the FTC is unlawfully attempting to force LCMC and HCA to submit a notification of the Acquisition and observe a waiting period pursuant to the HSR Antitrust Act and to pay the HSR Filing fee.

42.

The FTC's actions constitute a significant violation of federal law and Louisiana's sovereignty.

STANDARD FOR INTERVENTION

43.

Federal Rules of Civil Procedure Rule 24(a) (1) gives an intervention of right to any party who "is given an unconditional right to intervene by a federal statute." Under Rule 24 "[a] party seeking to intervene as of right must satisfy four requirements: (1) The application must be timely; (2) the applicant must have an interest relating to the property or transaction that is the subject of the action; (3) the applicant must be so situated that the disposition of the action may, as a practical matter, impair or impede its ability to protect its interest; and (4) the applicant's interest must be inadequately represented by the existing parties to the suit."

Brumfield v. Dodd, 749 F.3d at 341 (5th Cir. 2014) (citation omitted). The State satisfies each of these elements.

44.

This intervention motion is timely. The Complaint was filed on April 20, 2023, the deadline for responsive pleadings has not yet passed, and no meaningful case events have occurred. As a result, “timeliness is not at issue.” *Brumfield*, 749 F.3d at 342; *see also Edwards v. City of Houston*, 78 F.3d 983, 1000 (5th Cir. 1996) (finding that delays of “only 37 and 47 days . . . are not unreasonable”); *Ross*, 426 F.3d at 755 (permitting post-judgment intervention); *United States v. Virginia*, 282 F.R.D. 403, 405 (E.D. Va. 2012) (“Where a case has not progressed beyond the initial pleading stage, a motion to intervene is timely.”); *Mullins v. De Soto Securities Co.*, 3 F.R.D. 432, 433 (W.D. La. 1944) (finding motion to intervene timely during the initial pleading stage).

45.

The State “has a ‘direct, substantial, legally protectable interest in the proceedings.’” *Edwards*, 78 F.3d at 1004 (quoting *New Orleans Pub. Serv., Inc. v. United Gas Pipe Line Co.*, 732 F.2d 452, 463 (5th Cir. 1984)). “

46.

The State found that the goals of controlling health care costs and improving the quality of and access to health care will be significantly enhanced in some cases by these COPA applications.

47.

The State determined that LCMC and Tulane exceeded the statutory burden of proof required to issue a COPA.

48.

The merger will enhance competition, lead to greater access to health care, result in higher quality health care, and will likely not result in undue increases to costs.

49.

The agreement guarantees ongoing active state supervision to ensure fair prices for consumers. What's more: it will provide a world-class medical education program for both medical students and nursing students, at a time when the State and the Nation are faced with a nursing shortage.

50.

Without intervention, the disposition of this case will impair the State of Louisiana's ability to protect its interests, and it will impair and impede the Attorney General from carrying out his constitutional duties to defend and uphold the laws of the State of Louisiana, including actively supervising the COPA.

51.

The State's interests are inadequately represented by the existing parties to the suit. The Attorney General has an interest in defending the injury to the State that would result if the State is prevented from implementing its COPA statutes.

52.

The State has unique sovereign interests not shared by the other parties. Any proposed judgment or federal oversight would have future consequences for the State and necessarily involve the State's sovereign interests.

53.

Alternatively, the Attorney General fulfills the requirements for permissive intervention. Federal Rule of Civil Procedure 24(b)(1) provides that “[o]n timely motion, the court may permit anyone to intervene who: (A) is given a conditional right to intervene by a federal statute; or (B) has a claim or defense that shares with the main action a common question of law or fact.” “In exercising its discretion, the court must consider whether the intervention will unduly delay or prejudice the adjudication of the original parties' rights.” Fed. R. Civ. P. 24(b) (3).

54.

Permissive intervention under Rule 24(b) “is wholly discretionary with the [district] court . . . even though there is a common question of law or fact, or the requirements of Rule 24(b) are otherwise satisfied.” *Kneeland v. Nat’l Collegiate Athletic Ass’n*, 806 F.2d 1285, 1289 (5th Cir. 1987). Intervention is appropriate when: “(1) timely application is made by the intervenor, (2) the intervenor's claim or defense and the main action have a question of law or fact in common, and (3) intervention will not unduly delay or prejudice the adjudication of the rights of the original parties.” *See Frazier v. Wireline Solutions, LLC*, 2010 WL 2352058, at *4

(S.D. Tex. June 10, 2010) (citation omitted); *In re Enron Corp. Sec., Derivative & “ERISA” Litig.*, 229 F.R.D. 126, 131 (S.D. Tex. 2005).

55.

As discussed above, the intervention is timely; the State’s claims or defense and the main action have a question of law or fact in common; and the intervention will not unduly delay or prejudice the adjudication of the rights of the original parties. Moreover, the State’s intervention will facilitate an equitable result. The State can provide a crucial perspective on the important issues implicated by the Complaint. This case has significant implications; therefore, it is essential that all arguments related to the continued viability of the COPA and the approved acquisition receive full attention.

WHEREFORE, the State of Louisiana respectfully prays for the following relief:

- I. An appearance for the State of Louisiana be entered in this matter;
- II. A declaration, order, and judgment holding that the parties to the acquisition, including LCMC and HCA, are not obligated to submit an HSR Filing concerning the acquisition or to pay a related filing fee as defined at 16 C.F.R. § 803.9;
- III. A declaration, order, and judgment holding that the parties to the acquisition, including LCMC and HCA, are not subject to any fine or penalty under 15 U.S.C. § 18a(g)(1) or any other antitrust law in connection with the acquisition;

IV. Award any further relief that the Court may deem proper in law or equity.

Dated: April 23, 2023

Respectfully Submitted,

Jeff Landry
Louisiana Attorney General

/s/ Angelique Duhon Freel
Elizabeth B. Murrill (LSBA No. 20685)
Solicitor General
Angelique Duhon Freel (LSBA No. 28561)
Carey Tom Jones (LSBA No. 07474)
Terrence J. Donahue, Jr. (LSBA No. 32126)
ASSISTANT ATTORNEYS GENERAL
OFFICE OF THE ATTORNEY
GENERAL
LOUISIANA DEPARTMENT OF
JUSTICE
1885 N. Third St.
Baton Rouge, LA 70804
(225) 326-6000 phone
(225) 326-6098 fax
murrille@ag.louisiana.gov
freela@ag.louisiana.gov
jonescar@ag.louisiana.gov
donahuet@ag.louisiana.gov

CERTIFICATE PURSUANT TO LR 7.6

I do hereby certify that, on the 21st day of April 2023, undersigned counsel reached out to counsel for plaintiffs and defendants in this matter and obtained consent for the filing the State's intervention. Counsel for the United States

Defendants noted that they have not yet been served with the Plaintiff's Complaint and they do not waive service of the original complaint.

/s/ Angelique Duhon Freel
Angelique Duhon Freel

CERTIFICATE OF SERVICE

I do hereby certify that, on this 23rd day of April 2023, the foregoing was electronically filed with the Clerk of Court using the CM/ECF system, which gives notice of filing to all counsel of record. And the United States Defendants were served via email through counsel of record, Suzanne Morris at Suzanne.Morris@usdoj.gov

/s/ Angelique Duhon Freel
Angelique Duhon Freel

Exhibit 1

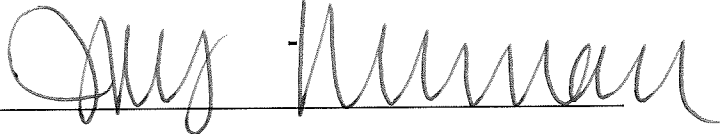
ST. TAMMANY FARMER

STATE OF LOUISIANA PARISH OF ST. TAMMANY

PROOF OF PUBLICATION

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TAMMANY FARMER, a weekly newspaper of general
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11/24/2022



Joy Newman, Public Notices Representative

Sworn and subscribed before me, by the person whose signature
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29 Nov 2022

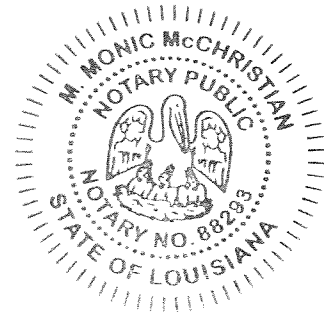


M. Monic McChristian,

Notary Public ID#88293

State of Louisiana

My Commission Expires: Indefinite



Ad No: 14609

Brett Robinson
Louisiana Department of Justice
1885 North 3rd Street
BATON ROUGE, LA 70802

PUBLIC NOTICE

NOTICE OF HEARING FOR AN APPLICATION FOR A CERTIFICATE OF PUBLIC ADVANTAGE REGARDING A PROPOSED TRANSACTION BETWEEN HCA HEALTHCARE, INC., TULANE UNIVERSITY, UNIVERSITY HEALTHCARE SYSTEM, L.C., AND LOUISIANA CHILDREN'S MEDICAL CENTER d/b/a LCMC HEALTH

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THE PUBLIC IS INVITED TO ATTEND A HEARING ON THIS MATTER THAT WILL TAKE PLACE ON DECEMBER 8, 2022 AT 10:00 A.M. AT:

CLAIBORNE BUILDING
1201 NORTH THIRD STREET
LOUISIANA PURCHASE ROOM, 1-100
BATON ROUGE, LA 70802

All interested persons shall be allowed to present testimony, facts or evidence related to the Application and shall be permitted to ask questions. The Department shall also receive comments regarding the transaction from any interested person by December 7, 2022. For further information or to provide comments regarding the transaction, please contact:

Angellique Freel
Director, Civil Division
Office of the Attorney General
Louisiana Department of Justice
1885 North 3rd Street,
6th Floor
Baton Rouge LA 70802
(225) 326-6000
(Telephone)
(225) 326-6096 (Fax)

14603 STF NOV 24,30
TP NOV 22

Exhibit 2

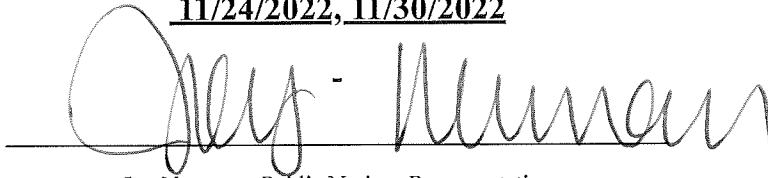
ST. TAMMANY FARMER

STATE OF LOUISIANA PARISH OF ST. TAMMANY

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A handwritten signature in cursive script, appearing to read "Joy Newman", written over a horizontal line.

Joy Newman, Public Notices Representative

Sworn and subscribed before me, by the person whose signature
appears above

30 Nov 2022

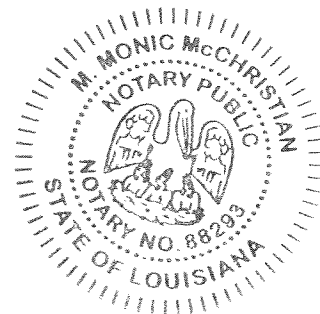
A handwritten signature in cursive script, appearing to read "M. Monic McChristian", written over a horizontal line.

M. Monic McChristian,

Notary Public ID#88293

State of Louisiana

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Louisiana Department of Justice
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(Telephone)
(225) 326-6096 (Fax)

14603 STF NOV 24,30
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Exhibit 3

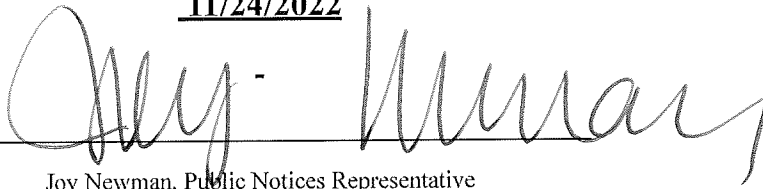
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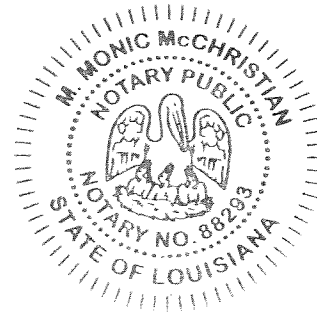


M. Monic McChristian,

Notary Public ID#88293

State of Louisiana

My Commission Expires: Indefinite



Ad No: 14583

Brett Robinson
Louisiana Department of Justice
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Exhibit 4

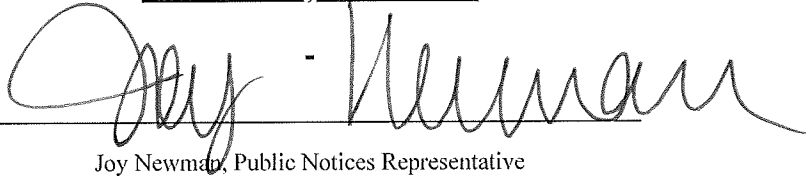
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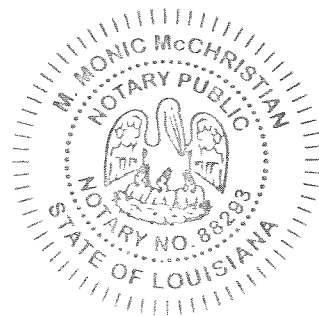

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Exhibit 5

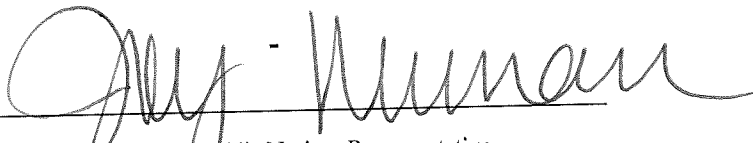
CAPITAL CITY PRESS

Publisher of
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29 Nov 2022



M. Monic McChristian,

Notary Public ID#88293

State of Louisiana

My Commission Expires: Indefinite



Ad No: 14609

PUBLIC NOTICE

NOTICE OF HEARING FOR
AN APPLICATION FOR A
CERTIFICATE OF PUBLIC
ADVANTAGE REGARDING
A PROPOSED TRANSAC-
TION BETWEEN HCA
HEALTHCARE, INC., TU-
LANE UNIVERSITY, UNI-
VERSITY HEALTHCARE
SYSTEM, L.C., AND
LOUISIANA CHILDREN'S
MEDICAL CENTER d/b/a
LCMC HEALTH

The Department of Jus-
tice, Office of the Attor-
ney General, State of
Louisiana, hereby pro-
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CEMBER 8, 2022 AT 10:00
A.M. AT:

CLAIBORNE BUILDING
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Exhibit 6

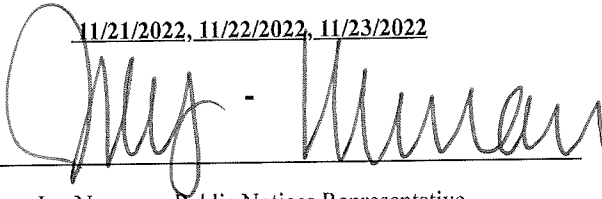
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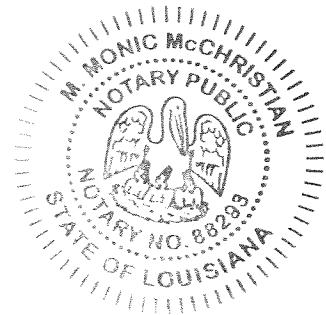


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State of Louisiana

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(Telephone)
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14583 STF Nov 24 TP 21-25

Exhibit 7



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PUBLIC HEARING NOTICE

APPLICATION FOR A CERTIFICATE OF PUBLIC ADVANTAGE (“COPA”) REGARDING A PROPOSED TRANSACTION BETWEEN HCA HEALTHCARE, INC., TULANE UNIVERSITY, UNIVERSITY HEALTHCARE SYSTEM, L.L.C., AND LOUISIANA CHILDREN’S MEDICAL CENTER d/b/a LCMC HEALTH

December 8, 2022

10:00 AM

Claiborne Building

1201 North Third Street

Louisiana Purchase Room, 1-100

Baton Rouge, LA 70802

AGENDA

- I. Call to Order - Presiding, Angelique Freel, Director
of the Civil Division, Louisiana Department of
Justice, Representative of the Attorney General
- II. Opening Remarks and Introduction of the Parties by
Angelique Freel
- III. Overview of COPA Process by Angelique Freel
- IV. History and General Description of HCA Healthcare,
Inc., Tulane University, University Healthcare
System, L.L.C., and LCMC Health, Description of
Proposed Transaction, and Benefits of Joint Venture
by Applicant

V. Comments and/or Questions by Representatives of

Attorney General

VI. Public Comment

VII. Closing Remarks by Applicant

VIII. Adjournment

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Exhibit 8



Jeff Landry
Attorney General

State of Louisiana
DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL
P.O. BOX 94005
BATON ROUGE
70804-9005

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REGARDING A PROPOSED TRANSACTION BETWEEN
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Exhibit 9



Jeff Landry
Attorney General

State of Louisiana
DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL
P.O. BOX 94005
BATON ROUGE
70804-9005

December 28, 2022

Kenneth W. Field
Jones Day
51 Louisiana Avenue N.W.
Washington, D.C. 20001

Louisiana Children's Medical Center
Attn: Jody Martin
Senior Vice President, Chief Legal Officer
1100 Poydras St., Suite 2500
New Orleans, LA 70163

Tulane Educational Fund
Tulane University
Attn: Victoria D. Johnson
General Counsel
6823 St. Charles Ave.
300 Gibson Hall
New Orleans, LA 70118

HCA Healthcare, Inc.
Attn: Joseph A. Sowell, III
Senior VP and Chief Development Officer
One Park Plaza, Bldg. 2
Nashville, TN 37203

Re: Application for Certificate of Public Advantage – Louisiana Children's Medical Center/LCMC Health; The Administrators of the Tulane Educational Fund; Columbia/HCA of New Orleans, Inc.; Medical Center of Baton Rouge, Inc.; Columbia Healthcare System of Louisiana, Inc.; HCA Inc.

Dear Counsel:

This correspondence is intended to serve as notification that the above-referenced application for Certificate of Public Advantage, filed with this office pursuant to La. R.S. 40:2254.1, et seq. on October 10, 2022 and supplemented on November 2, 2022, November 4, 2022, November 10, 2022, November 15, 2022, and November 18, 2022 (collectively referred to herein as "COPA

COPA APPLICATION APPROVAL

December 28, 2022

Page-2-

Application”), is hereby approved. The approval is based on the representations and information contained in the COPA Application, criteria set forth in Louisiana law and regulations, testimony at the public hearing held on December 8, 2022, and the large number of public comments received.

The approval is subject to the following conditions:

1. The execution of all documents necessary to close the transaction as described in the COPA Application;
2. Pursuant to Louisiana Revised Statute 40:2254.11 and the regulations promulgated in accordance therewith, the submission of annual reports, as more specifically described in the Terms and Conditions of Compliance attached hereto;
3. Full compliance with all requirements described in the Terms and Conditions of Compliance attached hereto.

Please note that the annual reports will be due on or before December 28th of the applicable year (“Anniversary Date”), quarterly reports will be due in 90-day increments from the Anniversary Date, and semi-annual reports will be due in 180-day increments from the Anniversary Date.

Should you have any questions or comments, please let us know.

Sincerely,



Jeff Landry

Encl.: Terms and Conditions of Compliance

Exhibit 10



Jeff Landry
Attorney General

State of Louisiana

DEPARTMENT OF JUSTICE
CIVIL DIVISION
P.O. BOX 94005
BATON ROUGE
70804-9005

CERTIFICATE OF PUBLIC ADVANTAGE

TERMS AND CONDITIONS OF COMPLIANCE FOR:

LOUISIANA CHILDREN’S MEDICAL CENTER/LCMC HEALTH; THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND; COLUMBIA/HCA OF NEW ORLEANS, INC.; MEDICAL CENTER OF BATON ROUGE, INC.; COLUMBIA HEALTHCARE SYSTEM OF LOUISIANA, INC.; HCA INC. (referred to herein as “Applicants”)

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**CERTIFICATE OF PUBLIC ADVANTAGE
TERMS AND CONDITIONS OF COMPLIANCE**

Effective: December 28, 2022

I. Legally Binding Effect of these Terms and Conditions and Corrective Action Plans

- A. Conditions of COPA Approval and Applicability of Terms and Conditions. The terms and conditions set forth herein (“Terms and Conditions”) are required as a condition for approval of the Certificate of Public Advantage (“COPA”) submitted by the above-named Applicants. The Louisiana Department of Justice, Office of the Attorney General (“DOJ”) may, at any time, alter these terms and conditions as it deems necessary to ensure that the COPA meets statutory and regulatory requirements. Pursuant to the terms of the proposed transaction among the Applicants for which a COPA application was submitted, LCMC Health will become the sole owner of Tulane University Medical Center, Tulane Lakeside Hospital, and Lakeview Regional Medical Center (collectively, the “UHS Hospitals”). As the sole owner of the UHS Hospitals and the operator of LCMC Health’s six hospitals (Children’s Hospital New Orleans, East Jefferson General Hospital, New Orleans East Hospital,¹ Touro Infirmary, University Medical Center New Orleans, and West Jefferson Medical Center) (together with the UHS Hospitals, the “Combined Entity”), LCMC Health (the “New Health System”) will serve as the sole continuing operator of the Combined Entity and the sole entity subject to these Terms and Conditions. The New Health System does not have the right to withdraw from these COPA Terms and Conditions during the term of the COPA. Further, pursuant to Louisiana Revised Statute 40:2254.4(D), any amendment to the terms of the transaction submitted by the Applicants or any material change in the operations or conduct of the New Health System shall be considered to be a new agreement and shall not take effect or occur until the DOJ has issued a new COPA approving such amendment or material change. The New Health System shall follow the timeframes and procedures set forth in the statutory and regulatory framework for COPA applications with regard to notifying the DOJ of any amendments or material changes.
- B. Corrective Action Plan. If, at any time, the DOJ determines that an activity of the New Health System is inconsistent with the policy goals described in Louisiana Revised Statute 40:2254.1, *et. seq.*, the DOJ will notify the New Health System that it must adopt a plan to correct any deficiency in its activities. Within thirty (30) calendar days of notification, the New Health System shall return a written corrective action plan to the DOJ responding to each cited deficiency, including timeframes for corrections, together with any additional evidence of compliance. If the DOJ determines that the corrective action plan does not sufficiently address each cited deficiency, it will notify the New Health System that it must submit a revised corrective action plan within twenty (20) days of notification. If the DOJ determines that the corrective action plan does sufficiently address each cited deficiency (“Corrective Action Plan”), the New Health System shall use best efforts to implement the Corrective Action Plan and submit progress reports to the DOJ as set forth therein.

¹ New Orleans East Hospital (“NOEH”) is not owned by LCMC Health; LCMC Health manages NOEH, which is not financially integrated into LCMC Health. NOEH is a Hospital Service District hospital and a political subdivision of the state. Accordingly, NOEH contracts separately and is not part of the LCMC Health payor contracting process.

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- C. Remedies. If the DOJ is not satisfied with any submitted corrective action plan, if the New Health System fails to comply with the terms and conditions set forth herein, fails to comply with any Corrective Action Plan, or if the DOJ otherwise determines that the transaction is not resulting in lower health care costs or greater access to or quality of health care, the DOJ reserves the right to revoke the COPA as provided for in Louisiana Revised Statute 40:2254.6. Additionally, the DOJ may pursue any other enforcement mechanisms available to it by law, including but not limited to injunctive relief.
- D. Court Costs and Attorney Fees. If it becomes necessary for the DOJ to file suit to enforce any provision of law, regulation, the terms and conditions of any Corrective Action Plan, or these terms and conditions, the New Health System shall be responsible for all costs associated with any such litigation, including but not limited to all court costs and attorneys' fees.
- E. Release of Liability for Corrective Action Plans. Subject to Louisiana Revised Statute 40:2254.7, the approval of any Corrective Action Plan does not confer any responsibility or liability for damages on the State of Louisiana or any of its officers, directors, employees, agents, or consultants. Applicants and their successors and assigns hereby RELEASE AND FOREVER DISCHARGE the State of Louisiana and all of its officers, directors, employees, agents, and consultants from any and all damages claims, debts, demands, losses, and liabilities whatsoever, known or unknown, whether in law or in equity, resulting from, respecting, relating to, or arising out of any Corrective Action Plan, which either party now has or may later discover. The New Health System may appeal a final decision on a corrective action plan or rate review decision in the manner provided in the Administrative Procedure Act.
- F. The New Health System may designate as "Confidential" and redact any document or material submitted to the DOJ that is exempt from disclosure under the Louisiana Public Records Act, including any document or material containing trade secret, proprietary, or competitively sensitive information. In accord with Louisiana Revised Statute 44:4 *et seq.* and other applicable statutes, rules, and regulations, nothing in the Terms and Conditions limits the New Health System from claiming any exceptions, exemptions, and limitations to the laws pertaining to public records.

II. Purpose and Vision – Creating Value for Louisiana Citizens

The purpose of COPA law and similar statute-regulated transactions is to better serve the citizens of Louisiana by pursuing and attaining the key aims of value-based healthcare, namely—

- Cost: Decreased costs of care
- Quality: Improved quality of care
- Access: Increased access to care

For COPA and other transactions, the State of Louisiana, through the Louisiana DOJ, aspires to work with healthcare organizations to help the DOJ and the nation to achieve these goals. For approval to be granted, the DOJ must have reasonable assurances that these goals will be met.

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Ultimately, decreased costs, improved quality, and increased access to healthcare aim to create better patient engagement, higher patient satisfaction, and more value for patients.

III. Guiding Principles and Expectations for Monitoring

The New Health System agrees to pursue these goals and to employ these guiding principles, which will be key to monitoring the transaction and ensuring its future success.

- A. Relevant Metrics: The New Health System will be responsible for gathering, analyzing, and presenting its performance on relevant metrics to cost, quality, and access on a regular basis. The DOJ reserves the right to change, add, or remove metrics as it deems necessary to ensure that the COPA meets statutory and regulatory requirements.
- B. Competitive Benchmarking: The New Health System will be expected to measure and report its performance in cost, quality, and access compared to national benchmark or relevant peer competitors within the markets it serves, the State of Louisiana, or any other areas (such as neighboring states or similar metropolitan areas in other states, etc.) as appropriate and as may be added at the discretion of the DOJ as it deems necessary to ensure that the COPA meets statutory and regulatory requirements, to the extent that relevant information on such competitors is publicly available.
- C. Continuous Improvement: The New Health System should strive to create, build, and maintain a culture of excellence and continuous improvement. The DOJ expects the New Health System to show meaningful improvement in cost, quality, and access every year. The New Health System should improve beyond its baseline performance (past performance for the quarter and year prior to approval), and also relative to its peer group or competitive set.

IV. Key Monitoring Elements in the Louisiana Statute

Louisiana Revised Statute 40:2254.11 provides as follows:

If the department issues a certificate of public advantage, the facilities to whom the certificate has been issued shall submit a report to the department evaluating whether the cooperative, merger, joint venture, or consolidation agreement submitted to and approved by the department has been complied with during the preceding year and, if applicable, evaluating whether any terms and conditions imposed by the department when it issued the certificate have been met or otherwise satisfied during the preceding year. The report must be submitted annually or more frequently if required by the department. The department shall in turn issue findings as to whether the terms and conditions are being met or otherwise satisfied. The department shall keep copies of all reports and findings based on the reports.

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Louisiana Admin. Code tit. 48, Part XXV, §517 outlines the information and supporting data that must be submitted by the New Health System. Annual reports following an approved COPA transaction shall include, but not be limited to, the following information:

- an update of all the information required in the COPA application;
- any change in the geographic territory that is served by the health care equipment, facilities, personnel, or services which are subject of the transaction;
- a detailed explanation of the actual effects of the transaction on each party, including any change in volume, market share, prices, and revenues;
- a detailed explanation of how the transaction has affected the cost, access, and quality of services provided by each party; and
- any additional information requested by the DOJ.

Louisiana Admin. Code tit. 48, Part XXV, §509 provides that the fee due with the filing of the reports required by Louisiana Revised Statute 40:2254.11 and described in Sections VIII-X shall be \$15,000. If the actual cost incurred by the DOJ is greater, the parties involved shall pay any additional amounts due as instructed by the DOJ.

V. Structure of Monitoring

The DOJ will direct the monitoring of an approved COPA application. At its discretion, the DOJ may assign another existing or new department within the State of Louisiana, or an external organization, to monitor the New Health System and the terms of the COPA application, or to provide monitoring support to the DOJ. (The DOJ or other organization that does the monitoring is hereafter referred to as the “Monitoring Agency” or together, the “Monitoring Agencies”).

The New Health System will be required to submit advanced written notice of certain events and reports that include specific information at the request of the Monitoring Agency. The Monitoring Agency will require reports according to the following schedule:

- Rate Review – During the term of the COPA, the New Health System will be required to submit information related to changes in rates to the Monitoring Agency as described in Section VI.
- Quarterly Reports – Quarterly reports will include an update on the transaction objectives as set forth in the COPA application and supplemental submission, with specific focus on updates on the investment and repurposing of facilities claims. Quarterly reports will be required for first three (3) years or until completion of application objectives, whichever is longer.
- Semi-Annual Reports – Semi-annual reports will require submission of a set of key metrics tied to cost, quality, and access. The reports will be submitted semi-annually for first five (5) years following the transaction.
- Annual Reports – During the term of the COPA, the New Health System will be required to submit annual reports that detail an update on its application, a description of any change

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to geographic territory, any changes in volume, market share, prices, and revenues, and a detailed explanation of how the transaction has affected cost, quality, and access.

The time periods for which quarterly and semi-annual reports will be required may be shortened or extended at the discretion of the Monitoring Agency. All annual reports should be submitted on or before the anniversary of the COPA approval date. Quarterly reports are to be submitted in 90-day increments after the anniversary of the COPA approval date and semi-annual reports are to be submitted in 180-day increments, while applicable, after the anniversary of the COPA approval date. In the event of a hurricane, earthquake, flood, tornado, natural disaster, public health emergency, epidemic, pandemic or disease outbreak, or other force majeure event or “act of God” that affects the ability of the New Health System to submit a report during the time periods outlined herein, the New Health System must contact the DOJ to determine a late report submission date that is mutually agreed upon by the New Health System and the DOJ.

VI. Rate Review

A. The New Health System may not contract with a third-party payor for a change in rates for any services provided by such New Health System without the prior written approval of the DOJ. At least sixty (60) days before the proposed implementation of any change in rates for any services provided by the New Health System under a newly negotiated third-party payor contract, the New Health System shall submit any proposed changes in rates to the DOJ for approval. The information submitted to the DOJ must include, at a minimum:

- i. Completion of any Rate Review application form which may be adopted by the DOJ;
- ii. The proposed change in rate(s);
- iii. For an agreement with a third-party payor other than an agreement with a managed care organization that provides or arranges for the provision of services under the Medicare or Medicaid programs, information showing:
 - a. That the New Health System and the third-party payor have agreed to the proposed rates;
 - b. Whether the proposed rates are less than the corresponding amounts in a relevant price index published by the Bureau of Labor Statistics of the United States Department of Labor relating to services for which the rates are proposed, or a comparable price index chosen by the DOJ if the relevant price index is abolished; and
 - c. If the proposed rates are above the corresponding amount in the relevant price index, a justification for proposing rates above the corresponding amounts in such index.

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iv. To the extent allowed by federal law, for an agreement with a managed care organization that provides or arranges for the provision of services under the Medicare or Medicaid programs, information showing:

a. Whether the proposed rates are different from rates under an agreement that was in effect before the date of the transaction;

b. Whether the proposed rates are different from the rates most recently approved by the DOJ for the New Health System, if the DOJ has previously approved rates following the issuance of the COPA; and

c. If the rates exceed the rates those described in subparagraphs (a) or (b) of this paragraph, a justification for proposing rates in excess; and

v. Any information concerning costs, patient volumes, acuity, payor mix, or other information requested by the DOJ.

a. To the extent that the DOJ requests such information, such information shall be provided no later than twenty (20) business days from the request.

B. The Monitoring Agency shall approve or deny the proposed rate change within sixty (60) days from receipt of a notice of proposed rate change.

C. The rate review process intends to ensure that rates remain at a level that is supported by economic, cost, or other growth trend indicators. The DOJ, in its sole discretion, may designate an individual or entity to review the provided materials and make a recommendation to the DOJ. The Monitoring Agency may evaluate proposed rate increases by comparing the proposed rates to: (1) price indexes, (2) cost report data and trends, (3) governmental program rates, and (4) other information as provided by the New Health System or as deemed necessary by Monitoring Agency. Based on evaluation, the DOJ shall approve the proposed rates unless the DOJ determines that rates inappropriately exceed competitive rates for comparable services in the New Health System's market area.

VII. Notice

The New Health System must provide written notice to the DOJ at least ninety (90) days in advance of any mergers, acquisitions, joint ventures, or other partnership arrangements.

VIII. Report Elements – Quarterly Reports

The New Health System must submit quarterly reports, in accordance with the schedule set forth in Section V, providing an update on the transaction objectives cited in the COPA application regarding the investments and repurposing of facilities, including but not limited to the following:

A. Changes in services at the Tulane University Medical Center New Orleans ("TUMC") facility in Orleans Parish, to the extent available, related to:

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- i. Creation of new nursing program in Orleans Parish;
 - ii. Development of downtown campus;
- B. Creation of a new, premier academic medical center and leading teaching institution in Jefferson Parish at East Jefferson General Hospital (“EJGH”), including:
 - i. Transition or relocation of advanced clinical services from TUMC to EJGH;
 - ii. Investment in capital improvements at EJGH, Tulane Lakeside, and Lakeview;
- C. Creation of Centers of Excellence;
- D. Engagement in medical research;
- E. Expansion of electronic medical record system to Tulane Lakeside and Lakeview;
- F. Access changes such as:
 - i. Material openings, closures, or mergers of outpatient facilities;
 - ii. Material openings, closures, or mergers of inpatient services; or
 - iii. Material service line changes.
- G. Any changes or events requiring reporting to The Joint Commission or other accrediting bodies, including any change in accreditation status.

IX. Report Elements – Semi-Annual Reports

The New Health System must submit semi-annual reports in accordance with the schedule set forth in Section V. To serve as long- and short-term baseline comparators, the New Health System should include data from one (1) year prior to the merger and one (1) quarter before the merger. Semi-annual reports should include data from these two (2) baseline comparators, in addition to the data from all preceding reports. Where possible, the New Health System should also compare the following measures to the top two (2) to four (4) competitors in the area. The semi-annual reports must include the following elements, to the extent available:

Cost

- Number of patients who benefited from charity care
- Description of capital investments
- Overall cost of agency nurses (details to be kept confidential)
- List of open care delivery positions
- Summary of charges billed and payments received for inpatient care, including drugs, from each facility
- Dollar value and service volume of programs and services for poor and underserved communities
- Final Medicare cost reports

Quality

- Patient satisfaction ratings

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- Readmission rates
- A summary of quality improvement measures for each hospital
- CMS star ratings
- Leapfrog safety rating

Access

- Staffed bed changes greater than ten percent (10%) compared to the same period in the prior year.
- Inpatient volumes, broken down by major classifications such as pediatrics, women's health, Med Surg, ICU, etc.
- Outpatient volumes, broken down by each outpatient category, such as primary and specialty clinic visits, emergency department, outpatient surgery, etc.
- Emergency department times in minutes for each hospital
- Number of providers who have privileges to practice
- Current number of physicians, nurses, PAs in the market area and employed by the New Health System
- Number of newly recruited physicians seeing patients by the New Health System to the area in the past year

X. Report Elements – Annual Reports

In addition to the quarterly and semi-annual reports, the New Health System must submit annual reports as required by Louisiana law. The report must include all report elements listed for the quarterly and semi-annual reports, in addition to the following:

- A. An update of all the information required in the application. Provide an update on the claims made in the initial and supplemental COPA applications.
- B. Any change in the geographic territory that is served by the health care equipment, facilities, personnel, or services which are subject of the transaction. Provide detailed explanation of any change in geographic territory that is served by the health care equipment, facilities, personnel, or services which are subject to the transaction.
- C. A detailed explanation of the actual effects of the transaction on each party, including any change in volume, market share, prices, and revenues:
 - i. Volume: Provide a detailed account of how volumes have been impacted by the transaction.
 - ii. Market share: Provide a detailed account of how market share has been impacted by the transaction.
 - iii. Price: Provide a detailed account of how prices have been impacted by the transaction. Provide prices for a key group of services/procedures – recommend the most common

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- ten (10) to thirty (30) procedures or services. Include charts that compare change in price to general inflation and health care inflation.
- iv. Revenue: Provide a detailed account of how revenues have been impacted by the transaction.
- D. A detailed explanation of how the transaction has affected the cost, access, and quality of services provided by each party. Provide a narrative explanation of the transaction's impact on cost, quality, and access.

XI. Release of Liability

Subject to Louisiana Revised Statute 40:2254.7, the granting of a COPA application does not confer any responsibility or liability for damages on the State of Louisiana or any of its officers, directors, employees, agents, or consultants. Applicants and their successors and assigns hereby RELEASE AND FOREVER DISCHARGE the State of Louisiana and all of its officers, directors, employees, agents, and consultants from any and all damages claims, debts, demands, losses, and liabilities whatsoever, known or unknown, whether in law or in equity, resulting from, respecting, relating to, or arising out of any COPA application or approval, which such party now has or may later discover.

Exhibit E



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Collaboration to bring multi-faceted and lasting benefits to New Orleans and Louisiana

NEW ORLEANS, La. (January 3, 2023) – LCMC Health and Tulane University today announced that the organizations have finalized their partnership, following approval from the Louisiana Department of Justice. Through this partnership, Tulane Medical Center, Lakeview Hospital , and Lakeside Hospital will join LCMC Health.

This partnership brings wide-ranging benefits to New Orleans and Southeast Louisiana by expanding access to comprehensive and specialty care, advancing academic medicine, boosting innovation and training in the region, and providing investment and other benefits to the community.

“The shared vision between LCMC Health and Tulane University to provide unparalleled patient care and medical research advancements in Southeast Louisiana made this partnership a natural fit,” said **LCMC Health CEO Greg Feirn**. “As we integrate our operations, we are able to make locally-based decisions that best serve the comprehensive and specialty care needs of patients in our region.”

All employees at the three LCMC Health hospitals – Tulane Medical Center, Lakeside Hospital, and Lakeview Hospital – will continue to have jobs under the partnership as well as new and expanded opportunities for growth and advancement. The combined organization will also mean more investment in groundbreaking research, innovative technology, and lifesaving treatments.

“I can’t overstate how important this partnership will be to improving healthcare and boosting medical research in our community,” said **Tulane University President Michael A. Fitts**. “Combining the best community healthcare with the latest advances in academic medicine will provide the best care for our families, friends, and neighbors while helping to drive our region’s economy.”

Optimizing the Patient Experience

The integration of Tulane University’s facilities with LCMC Health will take place over the next 12-24 months. Operations at all facilities will continue as normal while LCMC Health and Tulane collaborate to ensure a seamless transition for patients, physicians, and staff.

Over time, Tulane Medical Center will shift the majority of its services to East Jefferson General Hospital and University Medical Center New Orleans. This will create expanded opportunities for comprehensive, integrated care at facilities that can support new growth and provide an enhanced patient experience.

This approach will increase access to comprehensive care in downtown New Orleans and create expanded hubs for specialty care, innovation, and academic medicine in both Orleans and Jefferson Parishes.

Investing in Louisiana

This partnership is part of Tulane University’s transformative commitment of \$1 billion to Louisiana’s economy. This commitment will emphasize commercialization of research and entrepreneurship and include reimaging of the Charity Hospital and Tulane Medical Center buildings. Together these facilities will house a new nursing program, clinical research programs, educational space for students, an exponential increase in space dedicated to research, as well as graduate programs in public health, social work, and medicine. All told, these efforts will create an estimated 2,300 jobs in New Orleans and across Louisiana.

These jobs will come in areas across clinical, educational, and support departments, helping to attract and retain talent in the local community. Through this partnership, Tulane University’s new nursing program will help address the nursing shortage in Louisiana by expanding the pipeline of students entering the nursing field – making meaningful progress towards addressing the 2,475 unfilled full-time nursing positions projected in New Orleans by 2025.

For more information, please visit www.lcmchealth.org/extraordinarytogether.

###

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About LCMC Health

Established in 2009, LCMC Health is a Louisiana-based, not-for-profit hospital system serving the healthcare needs of the Gulf Coast region. LCMC Health currently manages Children's Hospital New Orleans, East Jefferson General Hospital, New Orleans East Hospital, Touro, University Medical Center New Orleans, and West Jefferson Medical Center.

About Tulane University

Founded in 1834, Tulane University is one of the country's most highly ranked, sought-after universities. It is a member of the prestigious Association of American Universities, a select group of the 63 leading research universities in the United States and Canada with "preeminent programs of graduate and professional education and scholarly research." Tulane also is ranked by the Carnegie Foundation for the Advancement of Teaching as a university with "very high research activity." Of more than 4,300 higher educational institutions rated by the foundation, Tulane remains in a prestigious category that includes only two percent of universities nationwide.

###

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LCMC Health is committed to providing individuals with disabilities equal opportunity to participate in and benefit from LCMC Health programs and services. We offer reasonable accommodations, including access to service animals, to ensure our programs and services are accessible to and usable by individuals with disabilities.

Service animals are welcome throughout all of our clinics and hospitals. We apply the Americans with Disabilities Act (ADA) requirements, which define a service animal as "one that is trained to do work or perform tasks for the benefit of a person with a disability." Persons with service animals will be accommodated unless LCMC Health formally determines such service animal constitutes a "direct threat" or requires a "fundamental alteration" of its facilities or services.

[ADA frequently asked questions](#) [More information about service animals](#)