

HEALTH CARE TRANSACTIONS
Spring 2026, LAW 7397 Section 20592
University of Houston Law Center
Professors Jessica Mantel, Amanda Gusart, and Robert McStay

Time and Location.

Credits: Three (3) credit hours
Time: Wednesday evenings, 6:00-8:30pm
Office hours: By appointment (e-mail or see us after class to set up a mutually convenient time)

Professors' Contact Information

Prof. Jessica Mantel
Email: jmantel@central.uh.edu

Prof. Amanda Gusart
Associate General Counsel
Memorial Hermann Health System
Email: amanda.gusart@memorialhermann.org

Prof. Robert McStay
Chief Compliance Officer, Senior Vice President
Memorial Hermann Health System
Email: robert.mcstay@memorialhermann.org

COURSE DESCRIPTION, REQUIREMENTS, AND LEARNING OUTCOMES

In this advanced health law course students learn and apply substantive laws and lawyering skills to model health care transactions. Working in teams of associates under the supervision of the professors, including practicing health care attorneys, students will engage in health care contract drafting, client interviews, negotiations, due diligence, and regulatory analysis. The model health care transactions are based on deals commonly entered into by hospitals and health systems, including hospital-physician employment agreements, health care joint ventures, and acquisitions. Groups will rotate throughout the semester so that students have the opportunity to work with different colleagues and represent different parties to the transactions.

Prerequisite: Enrolled students must have previously taken Health Law Finance and Transactions (Law 6365).

Required Reading: The required text for this course is TINA L. STARK, DRAFTING CONTRACTS: HOW AND WHY LAWYERS DO WHAT THEY DO, 3rd ed. (Wolters Kluwer 2024). ISBN: 9781543803907

Handouts, PowerPoint slides, the syllabus, and links to supplemental materials will be posted on the course Canvas site.

Attendance, Group Participation: This course is being offered in-person. Due to the hands-on and participatory nature of the class, students with more than 2 absences or whose participation in the development of group work product repeatedly falls below that of the other group members, may receive a grade reduction at the discretion of the Professors.

Students are expected to complete the readings and assignments in advance of each class, arrive at class on time, attend and participate in class discussions, work cooperatively with classmates in group projects, and be respectful of all other class members. Much of the course will involve working within groups of associates.

Course Learning Objectives:

1. Synthesize substantive health law doctrine with the practice of law by affording you the opportunity to exercise lawyering skills in an instructional environment.
2. Integrate and apply the knowledge gathered from health law courses to real-life situations you are likely to encounter after graduation if your practice involves health care transactions and regulatory compliance.
3. Develop professional judgment by analyzing ethical and professionalism issues; and
4. Engage in exercises that will promote team work and cooperation.

Skills Development:

1. Review health care contracts for regulatory compliance issues, legally significant provisions, and business terms.
2. Draft and edit contract language and engage in negotiations with counterparties.
3. Plan and execute the steps needed to close health care transactions from information gathering, regulatory review, licensure and certification issues, notifications, and other closing checklist items.
4. Conduct regulatory analysis of proposed health care transactions and document in written legal memoranda and oral reports to supervising attorney.
5. Advise client of regulatory issues and gather business and other information necessary to construct term sheets, letters of intent, and health care transactional documents.
6. Develop professionalism and communication skills for working with colleagues, clients, and counterparties.

EVALUATION AND GRADING

Students will be evaluated on the basis of the completion of three transactional projects including (a) a physician employment contract, a professional services agreement, and a physician practice asset purchase agreement; (b) written legal memoranda; and (c) other work products including oral communication and presentations, closing checklists, and board resolution materials. As

agreements are, in the real world, a product of a team's effort, your ability to work together to create a quality product is a realistic and fair basis on which to grade. In most cases, all students in the same group will receive the same grade for group-produced work products. In extraordinary circumstances where one group member's contribution to the group is substantially lacking, Professors will reserve the right to adjust grades accordingly.

Students will also be given **individual participation grades** that will be based upon: (d) in-class preparation, attendance, and participation; (e) self-evaluations for transactional projects; and (f) the quality of peer-review evaluations provided to others. Participation grades shall constitute 20% of the final grade.

Individual grades will be awarded based on the cumulative total of your groups' performance on graded documents, negotiations, and presentations; individual memoranda and work products (if any); and your individual participation.

Grade calculation:

Physician Employment Agreement & Negotiation	15%
Professional Services Agreement, Board Resolutions	25%
Physician Practice Acquisition Agreement, Diligence Memorandum, Closing Checklist	40%
Individual Participation	20%
Total	100%

Use of AI: Generative artificial intelligence tools, such as ChatGPT, Claude.ai, Lexis+ AI, and other large language models, can generate text in response to prompts and/or input of other text/documents/code/images. AI Generated Text also can include computer code or programs as well as human language content. The output generated by these tools appears to have human-mimicking "intelligence" and is thus potentially usable as a substitute for written or oral work product that you might otherwise generate on your own or in collaboration with your peers.

Your continuing enrollment in this course is deemed to be a pledge by you under the Honor Code to not prompt, generate, obtain, read, or use any AI Generated Text in any manner not expressly permitted by below. This applies to AI Generated Text from yourself or others. Specifically, this pledge includes that any assessment work product for the course submitted by you is without any contribution from AI Generated Text and that AI Generated Text was not used in the development or drafting of any assessment work product, except as expressly permitted below. This pledge extends to the plagiarism policy and unauthorized aid/materials parts of the Honor Code; AI Generated Text will be treated as from another/other in applying the plagiarism policy to this course.

The term “assessment” means any work product generated for this course that is submitted to the instructor, that is presented in a class session, regardless of whether the content is graded or not. This includes all drafts of the Physician Employment Agreement, Professional Services Agreement, Physician Practice Acquisition Agreement, board resolutions, the due diligence memorandum, the closing checklist, and client emails.

Notwithstanding the foregoing, you may use AI Generated Text for this course as follows:

- You may use AI for the *sole purpose* of checking your text for misspellings, grammar and punctuation errors, strength and clarity of prose, verbosity, effective transitional language and thesis sentences, word choice, excessive passive voice, and like things.
- You may use AI Generated Text in connection with any course-related activity other than the development or drafting of an assessment, such as to assist you in preparing for class or to enhance your understanding of relevant legal principles. For example, you may use AI Generated Text to help you better understand a relevant Anti-Kickback safe harbor or how indemnification provisions work.

The professors reserve the right to authorize your use of AI to assist your drafting of text incorporated into specific provisions of the Professional Services Agreement and Physician Practice Acquisition Agreement. Use of AI to assist in the drafting of text incorporated into the Physician Employment Agreement is strictly prohibited.

Collaboration with Students and Others: We encourage you to cooperate with each other in all aspects of this course. You should feel free to share ideas with each other. However, each group must do its own writing. Please do NOT collaborate with the other group assigned to your party (i.e., other Physician group if you are also representing the Physician, other Hospital group if you are representing the Hospital) for the purposes of drafting agreements. Do not co-write memoranda or other work products with classmates outside of your own group. From a learning perspective, it is important to preserve the ability for different groups to reach different solutions to similar drafting problems.

You may not solicit or receive the aid of anyone outside this class, such as practicing lawyers (other than the Professors). A violation of the rules in this paragraph is an honor code violation.

ASSIGNMENTS

The schedule of readings, assignments, and class activities is set forth in the assignment chart (separate document). Additional readings and course materials will be posted on the course web site or emailed to you. The schedule for topics and assignments are subject to revision over the course of the semester, so please check the course website regularly for updates.

Instructions for submitting assignments:

- Group assignments are due on either the Friday or Monday following class, as indicated in the chart below. Assignments due on Friday must be submitted by 5 p.m. and assignments due on Monday must be submitted by 9.a.m.
- All assignments shall be submitted via email to Professor Mantel and titled as follows: *LastName-LastName-Assignment title* (e.g., Smith-Jacobs-Employment Agreement).
- Put your name(s) on every page in the header.
- Formatting: use one-inch margins all around, 12-point font, paginate any document longer than one page.

Week	Class Meeting Date
1	1/14
2	1/21
3	1/28
4	2/4
5	2/11
6	2/18
7	2/25
8	3/4
9	3/18
10	3/25
11	4/1
12	4/8
13	4/15
14	4/22

COURSE GUIDELINES AND POLICIES

Video Recordings: Any asynchronous lectures and recorded class lectures will be available on Canvas. These recordings are for the sole educational purposes of allowing students to review asynchronous lectures and class recaps and may not be shared with others not enrolled in the class. Your contributions to class discussion, whether voluntary or while on call, will be included in the recording. Your continued registration in this class indicates your acquiescence to any such recording for the purposes described above.

Recording of Class by Students: Students may not record all or part of class, livestream all or part of class, or make/distribute screen captures, without advanced written consent of Professor Mantel. If you have or think you may have a disability such that you need to record class-related activities, please contact the [Justin Dart, Jr. Student Accessibility Center](#). If you have an accommodation to record class-related activities, those recordings may not be shared with any other student, whether in this course or not, or with any other person or on any other platform. Classes may be recorded by the instructor. Students may use the instructor's recordings for their own studying and notetaking. Instructor's recordings are not authorized to be shared with *anyone* without the prior written approval of the instructor. Failure to comply with requirements regarding recordings will result in a disciplinary referral to the Dean of Students Office and may result in disciplinary action.

Course Communications: All communications from the professors will be either posted on Canvas or sent to your official UH email address. Faculty use the CougarNet email to respond to course-related inquiries such as grade queries or progress reports for reasons related to compliance with FERPA. To access your CougarNet email, login to your Microsoft 365 account with your CougarNet credentials. Visit University Information Technology (UIT) for instructions on how to connect your CougarNet e-mail on a mobile device.

Webcams: Access to a webcam is required for students participating remotely in this course. Webcams must be turned on (state when webcams are required to be on and the academic basis for requiring them to be on). (Example: Webcams must be turned on during exams to ensure the academic integrity of exam administration.)

Syllabus Changes: Please note that the professors may need to make modifications to the course syllabus and may do so at any time. Notice of such changes will be announced as quickly as possible through email and/or Canvas.

Honor Code: The UHLC Honor Code applies to all aspects of the class. *You are responsible for knowing all Honor Code provisions and for complying with the Honor Code.* Please ask Professor Mantel if you have any questions regarding how the Honor Code's provisions apply to specific activities or situations related to the course. *It is an Honor Code violation to review the graded or ungraded assignments distributed to, or written by, any of students from prior years.* Your continuing enrollment in this course is deemed to be a pledge by you under the Honor Code to comply with the Honor Code in relation to this course and to comply with the instructions in the course syllabus.

OTHER INFORMATION

Chosen Names/Preferred Pronouns: We will gladly honor requests to use alternate names or gender pronouns—including non-binary ones such as they/them/theirs. Please advise us of your preference early in the semester so that we may make appropriate changes to our records.

COVID Policies and Information: If you are experiencing any COVID symptoms that are not clearly related to a pre-existing medical condition, please do not come to class. Please see [Student Protocols](#) for what to do if you experience symptoms and [Potential Exposure to Coronavirus](#) for what to do if you have potentially been exposed to COVID-19. Students are encouraged to visit the University's [COVID-19](#) website for important information including diagnosis and symptom protocols, on-campus testing, and vaccine information. Please check the website throughout the semester for updates. Data suggests that vaccination remains the best intervention for reliable protection against COVID-19. Students are asked to familiarize themselves with pertinent [vaccine information](#) and to consult with their health care provider. Students are encouraged to visit the University's [COVID-19](#) website for important information including diagnosis and symptom protocols, testing, vaccine information, and post-exposure guidance. Please check the website throughout the semester for updates.

Inclusive Learning Space This is an inclusive learning space. At UHLC, we are committed to ensuring inclusive online and classroom learning spaces, where you'll be treated with respect and dignity, and where everyone is provided the equitable opportunity to participate, to contribute, and to succeed. In this course, all students are welcome regardless of socio-economic status, age, race, ethnicity, disability, religion, national origin, veteran's status, sex, sexual orientation, gender identity, gender expression, political affiliation, marital status and other diverse identities that we each bring to class. Inclusive learning spaces facilitate the innovation and creative thought that enhance student success. This success arises from the participation, support, and understanding of you and your colleagues. We encourage you to speak up and to share your views appropriately throughout the semester, but also understand that you are doing so in a learning environment in which we're all expected to engage respectfully and with regard to the dignity of all others. If you feel like your class performance is impacted in any way by your experiences inside or outside of class, please reach out to us. We want to be a resource for you. If you feel more comfortable speaking with someone besides the professors, the Office of Student Affairs (OSA) is an excellent resource.

Mental Health and Wellness Resources: The University of Houston has a number of resources to support students' mental health and overall wellness, including CoogsCARE and the UH Go App. UH Counseling and Psychological Services (CAPS) offers 24/7 mental health support for all students, addressing various concerns like stress, college adjustment and sadness. CAPS provides individual and couples counseling, group therapy, workshops and connections to other support services on and off-campus. For assistance visit uh.edu/caps, call 713-743-5454, or visit a Let's Talk location in-person or virtually. Let's Talk are daily, informal confidential consultations with CAPS therapists where no appointment or paperwork is needed.

The Student Health Center offers a Psychiatry Clinic for enrolled UH students. Call 713-743-5149 during clinic hours, Monday through Friday 8 a.m. - 4:30 p.m. to schedule an appointment.

The A.D. Bruce Religion Center offers spiritual support and a variety of programs centered on well-being.

Need Support Now? - If you or someone you know is struggling or in crisis, help is available. Call CAPS crisis support 24/7 at 713-743-5454, or the National Suicide and Crisis Lifeline: call or text 988, or chat 988lifeline.org.

The Texas Lawyers' Assistance Program ("TLAP") also supports law students who are dealing with stress, anxiety, depression, substance abuse, and other mental health problems. You can reach TLAP at any time at 1-800-343-8527. TLAP's website includes a page with links to sources about mental health that are of interest to law students: <https://www.tlaphelps.org/law- students>.

Discrimination and Sexual Misconduct: The Law Center and the University are committed to maintaining and strengthening an educational, working and living environment where students, faculty, staff, and visitors are free from discrimination and sexual misconduct. If you have experienced an incident of discrimination or sexual misconduct, there are places on campus where you can make a report in confidence. You can find more information about resources on the Title IX website at <https://uh.edu/equal-opportunity/title-ix-sexual-misconduct/resources/>. Please be aware that per the UHS Sexual Misconduct Policy, your instructor is a "responsible employee" for reporting purposes under Title IX regulations and state law and must report incidents of sexual misconduct (sexual harassment, non-consensual sexual contact, sexual assault, sexual exploitation, sexual intimidation, intimate partner violence, or stalking) about which they become aware to the Title IX office. Please know there are places on campus where you can make a report in confidence. You can find more information about resources on the Title IX website at <https://uh.edu/equal-opportunity/title-ix-sexual-misconduct/resources/>.

Women and Gender Resource Center: The mission of the WGRC is to advance the University of Houston and promote the success of all students, faculty, and staff through educating, empowering, and supporting the UH community. The WGRC suite is open to you. Stop by the office for a study space, to take a break, grab a snack, or check out one of the WGRC programs or resources. Stop by Student Center South room B12 (Basement floor near Starbucks and down the hall from Creation Station) from 9 am to 5 pm Monday through Friday.

Reasonable Academic Adjustments/Auxiliary Aids: The University of Houston is committed to providing an academic environment and educational programs that are accessible for its students. Any student with a disability who is experiencing barriers to learning, assessment or participation is encouraged to contact the Justin Dart, Jr. Student Accessibility

Center (Dart Center) to learn more about academic accommodations and support that may be available to them. Students seeking academic accommodations will need to register with the Dart Center as soon as possible to ensure timely implementation of approved accommodations. Please contact the Dart Center by visiting the website: <https://uh.edu/accessibility/> calling (713) 743-5400, or emailing jdcenter@Central.UH.EDU.

Accessibility and Accommodations: UHLC is committed to ensuring that all students enjoy equal access and full participation. If you anticipate or experience barriers based on a disability (including any chronic or temporary medical or mental health condition), please feel free to reach out to us so that we may discuss options. If you require any support services, you may contact Ms. Samantha Ary, Academic Records Coordinator. Ms. Ary is located in room 44A TU-II in the Office of Student Services suite, and she can be reached at sary@central.uh.edu or 713-743-7466. Requests for accommodation that involve graded assignments **must be directed to Ms. Ary** and should be made as soon as possible to allow adequate time to document and to process the request. If you observe religious or cultural holidays that will coincide with synchronous class sessions or conferences, please let us know as soon as possible, so that we may make arrangements.

Resources for Online Learning: The University of Houston is committed to student success, and provides information to optimize the online learning experience through our [Power-On](#) website. Please visit this website for a comprehensive set of resources, tools, and tips including: obtaining access to the internet, AccessUH, and Canvas; requesting a laptop through the Laptop Loaner Program; using your smartphone as a webcam; and downloading Microsoft Office 365 at no cost. For questions or assistance contact UHOnline@uh.edu.

Academic Enrichment Program: The Academic Enrichment Program (AEP) is designed to provide academic support, counseling, and advice to first year students. In order to assist new students with developing the skills necessary for successful completion of law school, AEP offers open tutorial programs in the fall and spring. Second and third year law students with strong academics serve as Academic Enrichment Tutors, for first year fall classes. The tutors meet regularly, with first year students in the open sessions, to assist them with enhancing their law school study skills.

Security Escorts and Cougar Ride: UHPD continually works with the University community to make the campus a safe place to learn, work, and live. The security escort service is designed for the community members who have safety concerns and would like to have a Security Officer walk with them, for their safety, as they make their way across campus. Based on availability either a UHPD Security Officer or Police Officer will escort students, faculty, and staff to locations beginning and ending on campus. If you feel that you need a Security Officer to walk with you for your safety, please call 713-743-3333. Arrangements may be made for special needs.

Parking and Transportation Services also offers a late-night, on-demand shuttle service called “Cougar Ride” that provides rides to and from all on-campus shuttle stops, as well as the MD Anderson Library, Cougar Village/Moody Towers and the UH Technology Bridge. Rides can

be requested through the UH Go app. Days and hours of operation can be found at <https://uh.edu/af-university-services/parking/cougar-ride/>.

Other Helpful Information:

Coogs Care: <https://uh.edu/dsa/coogscare/>

Student Health Center: <https://www.uh.edu/healthcenter/>
<https://www.uh.edu/healthcenter/>

HEALTH TRANSACTIONS

Course Schedule:

Weeks 1-4: Hospital-Physician Employment Agreement

Weeks 5-8: Professional Service Agreement

Weeks 9-14: Physician Practice Acquisition

WEEK	ASSIGNMENT	FOR SUBMISSION BY FOLLOWING FRIDAY AT 5 PM	FOR SUBMISSION BY FOLLOWING MONDAY AT 9 AM
PART 1: HOSPITAL-PHYSICIAN EMPLOYMENT AGREEMENT			
1	<u>Read:</u> - Tina Stark, Part A (ch. 1-7) <u>In-Class:</u> - Exercise 13B in groups	<u>Submit:</u> - Exercise 13B	

WEEK	ASSIGNMENT	FOR SUBMISSION BY FOLLOWING FRIDAY AT 5 PM	FOR SUBMISSION BY FOLLOWING MONDAY AT 9 AM
2	Read: - Tina Stark, Ch. 13, 32 (Parts I, II, III, V, VI, VII, VIII (skip IV)), 14, 15, 16 (Parts I, II, and IV), 9 (Parts, I, II, and IV), 10, 11 (Parts I, II.A and C, III, V, and VI), 12 (Part I but skip Representations and Warranties), and 18 - Materials on Texas's law on restrictive covenants for physicians - o Texas Business and Commerce Code §15.50 - o Neil Burger, Physician Non-Compete Agreements - Memo on physician employment agreement - Employment Agreement Template – Class #2 version - Examples of Force Majeure Provisions - Contract Grading Rubric – Physician Employment Agreement (just an FYI) <u>In-Class:</u> Draft physician employment contract provisions: - Introductory provisions - Physician duties - Term - Benefits - Restrictive covenant - Miscellaneous provisions		<u>Submit:</u> Draft physician employment contract provisions: - Introductory provisions - Physician duties - Term - Benefits - Restrictive covenant - Miscellaneous provisions

WEEK	ASSIGNMENT	FOR SUBMISSION BY FOLLOWING FRIDAY AT 5 PM	FOR SUBMISSION BY FOLLOWING MONDAY AT 9 AM
3	<u>Read:</u> - Tina Stark, Ch. 16 Part III (Payment Provisions), 26, 19, 25 (Part VI), 23, 33 - Materials on Federal Anti-Kickback and Stark laws for employment arrangements - o All Children's Health System - o Halifax Medical Center (opinion) - o Halifax Medical Center (order) - o Tuomey Healthcare System - Memo on Employment Agreement - Form of Employment Agreement <u>In-Class:</u> Draft physician employment contract provisions: - Compensation Draft email with fraud and abuse analysis		<u>Submit:</u> Draft physician employment contract provisions: - Compensation - Signature pages Email to partner with fraud and abuse analysis

WEEK	ASSIGNMENT	FOR SUBMISSION BY FOLLOWING FRIDAY AT 5 PM	FOR SUBMISSION BY FOLLOWING MONDAY AT 9 AM
4	<u>Read:</u> - Tina Stark, Ch. 8, 12 (Part I -- Representations and Warranties), 17, 31 (Parts I-III) - Sample Reps, Warranties, and Termination Provisions - Sue Payne: Contract Drafting Checklist <u>In-Class:</u> Draft physician employment agreement provisions: - Representations and warranties - Termination - All remaining terms		<u>Submit:</u> Final physician employment agreement

WEEK	ASSIGNMENT	FOR SUBMISSION BY FOLLOWING FRIDAY AT 5 PM	FOR SUBMISSION BY FOLLOWING MONDAY AT 9 AM
PART II: PROFESSIONAL SERVICES AGREEMENT (PSA)			
5	<u>Complete:</u> Evaluation of self and peers from Part I of course <u>Read:</u> - Tina Stark, Ch. 32 (Part IV) - Form of Professional & Administrative Services Agreement - Sample Exclusive Services Agreement - OIG Supplemental Compliance Guidance for Hospitals - <i>US ex rel. Goodstein v. McLaren Regional Medical Center</i> <u>In-Class:</u> - Interview clients for professional services agreement - Exercise: Professional Services Agreement Scavenger Hunt	<u>Exercise:</u> Professional Services Agreement Scavenger Hunt	

WEEK	ASSIGNMENT	FOR SUBMISSION BY FOLLOWING FRIDAY AT 5 PM	FOR SUBMISSION BY FOLLOWING MONDAY AT 9 AM
6	<u>Read:</u> - NAWL Beyond the Bar: Effective Legal Negotiation Toolkit - Negotiations – Issue List Examples 1 and 2 - Exhibit for PSA – Mercy Medical Group Physician Employment Agreement <u>Prepare:</u> - Read notes on PSA and prepare negotiation issues assigned to you. - Review proposed arrangement for any tax issues and prepare analysis for client (to be presented to client verbally). <u>In-Class:</u> Interview client in preparation for PSA negotiations and explain any tax issues.		
7	<u>In-Class:</u> Negotiation of PSA		<u>Submit:</u> Draft Professional Services Agreement (PSA) as negotiated and agreed to by parties
8	<u>Read:</u> - Secretary’s Certificate Example - Example Board Resolutions <u>In-Class:</u> - Draft board resolutions - Revise PSA		<u>Submit:</u> - Final PSA - Board resolution

WEEK	ASSIGNMENT	FOR SUBMISSION BY FOLLOWING FRIDAY AT 5 PM	FOR SUBMISSION BY FOLLOWING MONDAY AT 9 AM
PART III: PHYSICIAN PRACTICE ACQUISITION AGREEMENT			
9	<u>Complete:</u> Evaluation of self and peers from Part II of course <u>Read:</u> - Tina Stark, Ch. 20, 16.V, 9.III, 11.IV, 25.V.A, 30, 31.IV. - Mercy TGS Letter of Intent - Form of Asset Purchase Agreement for Assignment - Sample Asset Purchase Agreement - List of TGS Physicians (APA exhibit) - Sample Due Diligence Request List - Demystifying Fair Market Value - OIG 1992 Letter on practice acquisitions - OIG 1993 response on practice acquisitions - <i>US v. Bradford Regional Medical Center</i> - Begin reviewing due diligence room documents		

WEEK	ASSIGNMENT	FOR SUBMISSION BY FOLLOWING FRIDAY AT 5 PM	FOR SUBMISSION BY FOLLOWING MONDAY AT 9 AM
10	<u>Read:</u> - DOJ and FTC Release 2023 Merger Guidelines - DOJ Withdraws Outdated Enforcement Policy Statements - FTC Withdraws Healthcare Enforcement Statements - Holland & Knight, A Year in Review in Healthcare Antitrust <u>Review:</u> - Data Room materials - Start filling in deal-terms into Asset Purchase Agreement, eliminating irrelevant provisions - Sample Exhibit – Asset List - Sample Exhibit – Assumed Contracts - Sample Exhibit – Bill of Sale and Assignment <u>In-Class:</u> - Discuss data room findings with group - Draft due diligence memo		<u>Submit:</u> Due diligence memorandum
11	<u>Read:</u> - Memo on APA Negotiations <u>In-Class:</u> - Interview client in preparation for APA negotiations - Begin drafting closing conditions, indemnification, and termination provisions		

WEEK	ASSIGNMENT	FOR SUBMISSION BY FOLLOWING FRIDAY AT 5 PM	FOR SUBMISSION BY FOLLOWING MONDAY AT 9 AM
12	<u>Read:</u> - Closing Checklist Article - Sample Closing Checklist M&A - Sample Health Care Closing Checklist 1 and 2 <u>In-Class:</u> - Negotiation of select provisions of agreement		
13	<u>In-Class:</u> - Draft checklist - Continue drafting Asset Purchase Agreement	<u>Submit:</u> Draft closing checklist Draft Asset Purchase Agreement	
14	<u>Complete:</u> Evaluation of self and peers <u>In-Class:</u> Guest Lecture Lecture on other types of health transactions		<u>Submit:</u> - Final APA - Final closing checklist