

CONTRACT COVER SHEET

SCHOOL OF MEDICINE

Fully Executed ContractContract ID #: **14-89-099**Department: **Multidisciplinary**

Administrative Contact: Contracts Dept SOM Dean's Office/Contract Management, 533 Bollivar St., 3rd Floor, New Orleans, LA 70112 504-568-3891 LSUHSCMTeam@lsuhsc.edu

Other Agency: Our Lady of the Angels Hospital, Inc.

Administrative Contact: Jody Martin FMOL Health System Legal Services, 4200 Essen Lane, Baton Rouge, LA 70809
225.922.7487 Jody.Martin@fmolhs.org

Contract Dates: 3/17/2014 - 6/30/2019

Type of Contract: Affiliation Agreement (AA)

Brief Description Of Services: Academic Affiliation Agreement to provide an umbrella framework for the Student, Resident and/or Fellow training services. In accordance with a CEA signed and in effect for the OLAH partnership transfer, Section 24. Additional Assurances, revised to incorporate the CEA provisions and to specifically provide for a continuing support and best efforts to secure funding for the OLAH based FamMed Residency Program (currently in part funded by DHH grant ending 09/29/2015).

Contract Status:

- ☒ NEW CONTRACT
☐ RENEWAL OR CONTINUATION CONTRACT
☐ AMENDMENT

\$0.00 Total Amount (All years)

Annual Amounts

\$0 Resident stipend

\$0 Supervision

\$0 Professional Services

\$0 Subcontract

Other

Fiscal Status:

- ☐ LSU PAYS AGENCY
☐ AGENCY PAYS LSU
☒ NO FUNDS INVOLVED

Billing:

- ☐ ACCOUNTING
☐ SPONSORED PROJECTS
☒ NOT APPLICABLE

Legacy Account#:

P/S Speedtype#:

Req/DP# (if known):

Other:

- ☐ EXCEPTIONS ADDENDUM
☐ HIPAA / BAA
☐ NON-LSU TEMPLATE

THIS CONTRACT SUPPORTS SUPPLEMENTAL PAY: Y/N

INCOME DISTRIBUTION FORM ATTACHED: Y/N

ARE THERE ANY LEIE/SDN VIOLATIONS? Y/N

Contracts Office

Vice Chancellor's Office

CDB _____

Reviewed _____

Contract # _____

T _____

Held for _____

Sent to OCR _____

Scan/U _____

Returned _____

F/E _____



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Annual Amounts

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Other

Legacy Account#:

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INCOME DISTRIBUTION FORM ATTACHED: Y/N

ARE THERE ANY LEIE/SDN VIOLATIONS? Y/N

Contracts Office

Reviewed DKS

Held for _____

Vice Chancellor's Office

Contract # _____

Sent to OCR _____

Returned _____

CDB _____

T _____

Scan/U _____

F/E _____

AFFILIATION AGREEMENT

This Affiliation Agreement, effective as of the **March 17, 2014** by and between

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE
ON BEHALF OF ITS LOUISIANA STATE UNIVERSITY
HEALTH SCIENCES CENTER, NEW ORLEANS**

(hereinafter referred to as "University"), appearing through its authorized representative, Larry H. Hollier, M.D., Chancellor, Louisiana State University Health Sciences Center – New Orleans, , and **Steve Nelson, M.D.; Demetrius J. Porche, DNS, Ph.D., APRN, FAANP, FAAN; JM Cairo, Ph.D.; Richard Culbertson, Ph.D.; Henry Gremillion, DDS**, Deans, Louisiana State University Schools of Medicine, Nursing, Allied Health Professions, Public Health and Dentistry, respectively, in New Orleans, whose mailing address is declared to be

433 Bolivar Street
New Orleans, Louisiana 70112

and

OUR LADY OF THE ANGELS HOSPITAL, INC.

(hereinafter referred to as "Affiliating Entity"), appearing through its authorized representative(s), whose mailing address is declared to be

400 Memphis Street
Bogalusa, Louisiana 70427

WHEREAS, this Affiliation Agreement (hereinafter "Agreement") is desired in order to provide the Affiliating Entity and its medical staff with the intellectual stimulation that comes from the support of and the participation in a vigorous program of graduate and undergraduate education, or community service, and the affiliation contemplated by this Agreement should improve and enhance the care of the sick; and

WHEREAS, in a like manner, University recognizes the unique opportunities for medical, nursing and broader healthcare education, or community service, in Affiliating Entity's facilities, which will permit opportunities for enhancement of the quality of the educational experience enjoyed by the University.

NOW THEREFORE, In consideration of the terms and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall be effective as of **March 17, 2014** for an initial term ending **June 30, 2019** and may be renewed thereafter with the prior written consent of both parties hereto.

2. PROVISION OF GRADUATE AND/OR UNDERGRADUATE MEDICAL AND CLINICAL EDUCATION

The parties hereto enter into this Agreement to establish a mechanism by which University Professionals, as employees of, and under the direction, control, and supervision of the University shall perform Professional Services at Affiliating Entity for purposes of graduate and undergraduate medical and clinical education, or community service, and by which Students of the University's Schools in New Orleans, may receive medical and clinical education and training.

Graduate and undergraduate medical education, or community service, at the Affiliating Entity will be directed by the University under regulations and guidelines established by the University, and University shall be responsible for the general overall supervision of any faculty, fellow, resident, or Student educational activities at the Affiliating Entity.

University Professionals and Students shall be assigned to the Affiliating Entity by the heads of the specific University programs, departments, or schools. Coordination of University Professional and Student responsibilities and educational programs at the Affiliating Entity will be provided by the Program Director. With respect to his or her particular Program, a Program Director shall (1) be accountable to the Chairman of the appropriate Department, and jointly to the Affiliating Entity President and the Affiliating Entity Director of Medical Affairs as required; (2) meet with the Vice-President of Clinical Affairs and/or with the Affiliating Entity President and the Affiliating Entity Director of Medical Affairs as required; (3) review and monitor the quality and utilization practices of the Residents and Students in the Program; (4) answer questions and address problems that arise regarding the Program; (5) coordinate the professional services of University Professionals in the assistance of or in conjunction with members of the Medical Staff and other clinical and administrative personnel as needed; (6) direct and oversee all patient care rendered by Residents and Students; (7) recommend clinical privileges for Residents and Fellows to be assigned to Affiliating Entity in accordance with Affiliating Entity Policies; and (8) schedule the Resident, Fellow, and Student assignments to the Affiliating Entity and notify the Affiliating Entity of all changes in schedule.

All participants in the educational or community service programs shall have a moral, ethical, and legal responsibility to the Affiliating Entity and the University for the responsible management of the care of patients, and shall perform duties in a manner complementary to Affiliating Entity, consistent with its core values, and consistent with the Ethical and Religious Directives for Catholic Health Care Services. The power of appointment to the Affiliating Entity Medical Staff remains with the Affiliating Entity and the power of appointment to the Faculty of the Louisiana State University Medical School in New Orleans remains with University.

3. SUPPLEMENTS TO THIS AGREEMENT

This Agreement will provide the basic framework within which graduate and undergraduate medical education or community service shall be conducted by University and Affiliating Entity. Continuing Medical Education independently provided at or by the Affiliating Entity will not be affected by this Agreement. Each University department that wishes to provide graduate or undergraduate medical education or community service at Affiliating Entity shall propose, through University, a written Supplement to this Agreement, not inconsistent with the terms, provisions, and stipulations hereof, detailing such particulars as, but not limited to, numbers of University Professionals or Students to be involved in the particular Program, specific agreements with Affiliating Entity, objectives, mutual financial commitments, and time periods for any such Supplement.

Supplements providing for reimbursed supervision services by University faculty, Program Director, and/or any physician designated for supervisory purposes, shall be documented by schedules showing that the professional(s) listed on the invoices actually provided the services under this Agreement and the dates on which the services were provided.

All billing for Services performed by University Professionals shall be done by University and no Supplement hereto shall provide to the contrary without express written permission of all parties hereto.

4. PARTICIPATION IN EDUCATIONAL PROGRAMS

Active and associative members of the Medical Staff of the Affiliating Entity who have clinical appointments with the University Schools in New Orleans, but who are not employed by the University and are not University Professionals as designated herein, are eligible for participation in the educational programs available within their sector or department. In addition, upon recommendation of a specific Program Director, the Graduate Medical Education Director may grant Program participation privileges to physicians not having clinical appointments with the University.

5. AFFILIATING ENTITY MEDICAL STAFF

The Affiliating Entity will retain a Medical Staff open to qualified practitioners whose membership will include independent practitioners not affiliated with University's Health Sciences Center, physicians with University full-time faculty appointments, and physicians with University Schools clinical faculty appointments. The Clinical Departments of University's Schools will not replace the Affiliating Entity's Medical Staff sections which remain responsible to the Affiliating Entity. While not a requirement for membership to the Affiliating Entity Medical Staff, existing and future members are eligible to apply for a clinical appointment to the University's Schools faculty.

6. REVIEWS AND APPEALS

When differences or disagreements occur, a Review Committee will be convened consisting of the Chancellor of the University's Health Sciences Center, or designee thereof, the Deans of University's Schools in New Orleans, or designees thereof, the Medical Director of the Affiliating Entity, or equivalent thereof, and the Head of the relevant Department or Program Director for that department. The purpose of the Review Committee is to discuss program issues and interests and to recommend solutions to differences which reaffirm mutual expectations in program directions. In addition, the Review Committee also can be convened and will be responsible for developing a review and monitoring process to evaluate program results and expectations.

7. APPLICABLE LAW AND VENUE

This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Louisiana. All duties and obligations of the parties created hereunder are performable in **Washington Parish, Louisiana** and **East Baton Rouge Parish, Louisiana** shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the parties that may be brought or arise out of or in connection with or by reason of this Agreement.

8. AUTHORIZED REPRESENTATIVE

Except as may be herein more specifically provided, University and Affiliating Entity shall act with respect to all matters hereunder through the Deans and **Affiliating Entity's President and Chief Executive Officer**.

9. USE OF NAMES

Affiliating Entity shall make no use of University's name(s) or logo(s) in print without prior written approval of authorized University's representatives. Similarly, University shall make no use of Affiliating Entity's name(s) or logo(s) in print without prior written approval of Affiliating Entity, other than a joint public announcement of their affiliation. Notwithstanding the above, any Affiliating Entity physician may disclose to a patient that the patient will be seen by or treated by University who is providing Affiliating Entity services as an independent contractor, and, Affiliating Entity or University may at any time disclose affiliation with the other for informational purposes.

Subject to the foregoing, should Affiliating Entity refer to University and/or University Professional(s) in any form of communication, including but not limited to a joint public announcement of their affiliation, a disclosure of independent contractor services and/or a disclosure for informational purposes, Affiliating Entity shall use the "LSU Health" name and logo to clearly identify the status of and/or the affiliation with University or any University Professional(s) providing services pursuant to this Agreement.

When authority from University is necessary, it may be received from the Director of Information Services for University's Health Sciences Center. When authority from Affiliating Entity is necessary, it may be received from **Affiliating Entity's President and Chief Executive Officer**.

10. INSURANCE

The University agrees to furnish the Affiliating Entity, upon request, a Certificate of Insurance providing evidence that University is covered for worker's compensation and general liability under the plan administered by the Louisiana State Office of Risk Management.

The Affiliating Entity agrees to furnish the University, upon request, a Certificate of Insurance providing evidence that the Affiliating Entity and Affiliating Entity's Affiliate are covered by policies of Insurance providing statutory worker's compensation coverage, employer's liability coverage, and commercial general liability coverage with limits of liability of not less than \$2,000,000.

Affiliating Entity warrants to the University that it, Affiliating Entity's Affiliate and each of their employees, professional and non-professional, who is not, and is not acting as, a University Professional is, and shall remain during the term of this Agreement, either: (1) insured against all claims of professional liability under one or more policies of insurance with indemnity limits of not less than \$500,000 per occurrence or claim; or (2) duly qualified and enrolled as a health care provider with the Louisiana Patient's Compensation Fund pursuant to the Louisiana Medical Malpractice Act, Louisiana Revised Statutes 40:1299.41, *et seq.*

University warrants that as applicable it, its University Professionals, and Students providing services pursuant to this Agreement are provided professional liability coverage in accordance with the provisions of Louisiana Revised Statutes 40:1299.39, *et seq.*, for the services to be provided pursuant to this Agreement. With respect to liability arising out of medical malpractice, the obligation of the University shall not exceed the amount payable by the State Health Care Provider Fund pursuant to the provisions of Louisiana Revised Statutes 40:1299.39, *et seq.*

The University shall provide to its Students, at the Students' costs, health insurance coverage for testing and prophylactic treatment of blood-borne diseases following at-risk contact with blood or other body fluids from human or animal sources. This contact may include but is not limited to needle sticks. University Students shall be responsible for the costs. In addition, University Students shall be required to purchase or provide proof of health insurance for exposure to infectious and environmental hazards, or other occupational injuries.

University Professionals and Students shall not be entitled to any employment benefits whatsoever from Affiliating Entity including, but not limited to, sick leave or the fringe benefits available to employees of the Affiliating Entity, and shall not be entitled to participate in any pension plan, life insurance, or any other compensation, welfare, or benefit plan maintained by Affiliating Entity.

11. STATUS OF UNIVERSITY PHYSICIANS AND STUDENTS

University's services pursuant to this Agreement shall be as an independent contractor. University Professionals, Students, and other employees of University will be acting in the course and scope of their employment, appointment, or assignment for or on behalf of University, and shall not be entitled to receive or accept from Affiliating Entity any remuneration or other compensation whatsoever for services provided at the Affiliating Entity. It is expressly acknowledged and stipulated by University and Affiliating Entity that each University Professional and Student assigned in any capacity to the Affiliating Entity pursuant to this Agreement is and shall be an employee or Student solely of University and shall not, for any purpose whatsoever, be or be considered an employee, representative, or agent of Affiliating Entity.

Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship, or to allow Affiliating Entity to exercise control or direction over the manner or method in which University or University Professionals perform the Professional Services which are the subject matter of this Agreement. University understands and agrees that (1) University and University Professionals will not be treated as employees for federal tax purposes; (2) Affiliating Entity will not withhold on behalf of University, University Professionals, or employees pursuant to this Agreement any sums for income tax, unemployment insurance, social security or any other withholding pursuant to any law, or make available to University or University Professional any of the benefits afforded to employees of Affiliating Entity; and (3) all of such payments, withholdings, and benefits if any, are the sole responsibility of University. In the event the Internal Revenue Service or any other governmental agency should question or challenge the status of University, or University Professionals, the parties hereto mutually agree that both University and Affiliating Entity shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, irrespective of whom or by whom such discussions or negotiations are initiated.

The parties hereto agree that the benefits to Affiliating Entity or its employees hereunder do not require and are not payment directly or indirectly in return for the recommendation, referral or any other arrangement for the provision of any item or service offered by University or its employees to any patient of Affiliating Entity.

Physician members, employees or agents. Likewise, the parties agree that the benefits to University or its employees hereunder do not require and are not payment directly or indirectly in return for the recommendation, referral or any other arrangement for the provision of any item or service offered by Affiliating Entity or its employees or agents to any patient of University Physician members, employees or agents, and the amount of fees retained by University represents the fair market value of professional services provided.

12. INDEMNIFICATION

University hereby agrees to hold harmless and indemnify Affiliating Entity and Affiliating Entity's Affiliate from any claim, suit, or loss, other than expenses of litigation, sustained by Affiliating Entity, its officers, directors, or employees, or by any physician employed by the Affiliating Entity and/or Affiliating Entity's Affiliate for any asserted injury to or death of any person to the extent that it results from or is caused by the asserted negligence, error, or omission of any University Professional, employee, or agent. However, "agent" as used in this paragraph shall exclude any Affiliating Entity or Affiliating Entity's Affiliate Professional, officer, director, employee, agent, or any Affiliating Entity's non-employee Physician Staff.

Likewise, Affiliating Entity and Affiliating Entity's Affiliate hereby agree to hold harmless and indemnify University from any claim, suit, or loss, other than expenses of litigation, sustained by University for any asserted injury to or death of any person to the extent that it results from or is caused by the asserted negligence, error, or omission of Affiliating Entity, Affiliating Entity's Affiliate or their officers, directors, employees, or agents. However "agent" as used in this paragraph shall exclude any University Professional, employee, agent, or any Affiliating Entity's or Affiliating Entity's Affiliate's non-employee Physician Staff.

13. ACCESS TO RECORDS AND RECORD RETENTION

University and Affiliating Entity agree to retain this Agreement (including all amendments and Supplements hereto) and any of their books, documents, and records which may serve to verify the costs of this Agreement for the longer of six (6) years after the fiscal year in which the services contemplated herein have been performed or six (6) years after all reference value, audit, and/or litigation related to this Agreement is concluded or as otherwise required by law. All parties agree to allow the Secretary of the Department of Health and Human Services and the Comptroller General access to the Agreement, books, documents, and records in the event that such access is requested in writing and is made in accordance with applicable federal regulations. Furthermore, University's auditors and the Louisiana Legislative Auditor's office shall have the right upon reasonable written notice to inspect and audit, during Affiliating Entity's regular business hours and at no expense to Affiliating Entity, the books and records of Affiliating Entity, but only to the extent necessary to verify compliance with this Agreement.

14. CONFIDENTIALITY

All parties hereby agree to maintain the confidentiality, privacy, and security of patient information to the extent required by law and Hospital policy. All parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder ("HIPAA") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) and any regulations promulgated thereunder (all collectively referred to herein as "HIPAA Requirements") with respect to the privacy and security of "protected health information" (as defined by HIPAA) created, transmitted, maintained or received by either party pursuant to, or in connection with, the performance of either party's obligations under this Agreement. The provisions of this Section shall survive the termination of this Agreement.

15. FUND USE

University agrees not to use funds paid to University under this Agreement for services rendered, to urge any elector to vote for or against any candidate or proposition on an election ballot, or to use such funds to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on an election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority.

16. CIVIL RIGHTS

University and Affiliating Entity shall abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the requirements of the Americans with Disabilities Act of 1990.

University and Affiliating Entity agree not to discriminate in their employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, age or pregnancy.

Any act of discrimination committed by University or Affiliating Entity, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this contract.

17. USE OF PREMISES

University covenants not to use or permit any University Professional or other personnel of University acting within the Affiliating Entity to use any part of the premises of Affiliating Entity for any purpose other than those purposes related to the performance of medical services hereunder, unless otherwise mutually agreed to by the parties in writing.

18. PAYMENT OF TAXES

University accepts the responsibility for payment of all state, federal, or local taxes due from the funds received by it, if any, under this Agreement.

19. ASSIGNMENT

This Agreement may be assigned only by the written consent of all parties; provided, however, that claims for money due or to become due to the University from Affiliating Entity under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer by one party shall be furnished promptly to the other party.

20. AMENDMENT

This Agreement and amendments hereto shall be in writing and may be executed in multiple copies on behalf of Affiliating Entity by its authorized representative and on behalf of University by the Chancellor and the Vice Chancellor for Business Development. Each multiple executed copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument. Any understanding between the parties, whether oral or written, not formally denominated and executed as an amendment to this Agreement, which authorizes or approves any course of performance deviating from the terms hereof, shall be presumed to be a temporary waiver revocable at the will of any party and not an amendment of the provisions of this Agreement. Both parties agree that this Agreement may be amended as needed to comply with state and federal regulations.

21. ENFORCEMENT

In the event either party resorts to legal action to enforce the terms and provisions of this Agreement, the party prevailing in such action shall be entitled to recover the cost of such action so incurred, including, without limitation, reasonable attorney's fees.

22. FORCE MAJEURE

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of

transportation, nonappropriation, strikes or other work interruptions by either party's employees, or any similar or dissimilar cause beyond the reasonable control of either party.

23. GENDER AND NUMBER

Whenever the context here requires, the gender of all words shall include the masculine, feminine, and neuter and the number of all words the singular and plural.

24. ADDITIONAL ASSURANCES

The provisions of this Agreement shall be self-operative and shall not require further Agreement by the parties except as may be herein specifically provided to the contrary.

The terms and conditions of that certain **Cooperative Endeavor Agreement (CEA), as amended from time to time, dated January 14, 2014**, by and among Our Lady of the Angels Hospital, Inc.; the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College; the State of Louisiana through the Division of Administration; and the Louisiana Department of Health and Hospitals (DHH) and/or any successor agreement thereto are incorporated herein and made part hereof by reference and shall supersede any conflicting or contrary term or provision of this Affiliation Agreement.

University and Affiliating Entity also understand and agree that, in accordance with the provisions of the above CEA, the parties shall use their best efforts to provide continued support for the University's Family Medicine Program based at Affiliating Entity. Both parties acknowledge that there has been a grant awarded to University by DHH Health Resources and Service Administration, grant number T89HP20850, effective from September 30, 2009 through September 29, 2015 and that the said grant funding shall be used by University to supplement the resident costs incurred by Affiliating Entity. The parties also acknowledge that if such grant funding ceases and/or becomes unavailable to University in the future, the education and training of such Resident(s)/Fellow(s) as well as the Affiliating Entity's patient coverage needs will be severely disrupted. To avoid any such disruption, both parties agree to cooperate and use their best efforts to identify, secure and/or negotiate continuing funding for the said Resident(s)/Fellow(s) by the Hospital and to execute in good faith an amendment to any current agreement(s) in place as necessary to make such funding and support for the Family Medicine Program available. A notice shall be provided by each party to the other party of any circumstances and/or changes that may influence the mutual support for and/or the continuation of the University's Family Medicine Program based at Affiliating Entity.

25. SEVERABILITY

The invalidity or unenforceability of any terms or provisions hereof shall in no way affect the validity or enforcement of any other term or provision.

26. ARTICLES AND OTHER HEADINGS

The paragraph and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

27. TIME OF ESSENCE

Time shall be of the essence with respect to this Agreement.

28. WAIVER OF BREACH

Neither payment nor lapse of time, nor any other act on the part of either party or its agents, shall constitute a waiver of any breach by said party of the conditions and covenants of this Agreement.

29. NOTICE

Whenever any notice or demand is required or permitted under this Agreement, such notice or demand shall be given in writing and delivered in person or by certified mail to the following addresses:

To University:

Chancellor
Louisiana State University
Health Sciences Center – New Orleans
433 Bolivar Street
New Orleans, Louisiana 70112

And to:

LSUHSC Contract Management
Louisiana State University
Health Sciences Center – New Orleans
533 Bolivar Street, Room 323
New Orleans, Louisiana 70112

To Affiliating Entity:

President and CEO
Our Lady of the Angels Hospital
433 Plaza Street
Bogalusa, Louisiana 70427

Office of General Counsel
FMOL Health System
4200 Essen Lane
Baton Rouge, Louisiana 70809

30. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meaning ascribed thereto unless otherwise clearly required by the context in which such term is used.

Affiliating Entity's Affiliate – The term "Affiliating Entity's Affiliate" shall mean and include any entity that is owned by, controlled by, or under common control with Affiliating Entity.

Affiliating Entity Policies - The term "Affiliating Entity Policies" shall mean and include the bylaws, policies, procedures, and practices of Affiliating Entity, all as are from time to time adopted, authorized, and approved by the governing authority of Affiliating Entity.

Head -The term "Head" in connection with University shall mean the head of a Department at University.

Department - The term "Department" shall mean the organized divisions at University established by medical specialties.

Fellow - The term "Fellow" shall mean a physician enrolled in a University post residency training Fellowship Program to furnish Professional Services to patients. As applicable, each Fellow, as a continuing condition precedent of Affiliating Entity's obligations hereunder, shall: (1) hold a currently valid and unlimited license to practice medicine in Louisiana; (2) hold a currently valid and unlimited Drug Enforcement Administration license; (3) apply for, be awarded, and maintain in good standing, membership in the Medical Staff with appropriate clinical privileges, or receive and maintain temporary privileges, all in accordance with Affiliating Entity Policies; (4) obtain the initial and continuing written approval of Affiliating Entity to provide Professional Services; (5) comply with all Affiliating Entity Policies and Medical Staff bylaws, policies, procedures, rules and regulations; (6) attend a Resident orientation meeting sponsored by Affiliating Entity; (7) be covered by insurance as set forth herein for University; and (8) obtain the recommendation of the Program Director.

Medical Staff - The term "Medical Staff" shall mean the organized Medical Staff of Affiliating Entity or any duly constituted subdivision thereof.

Professional Services - The term "Professional Services" shall mean services performed by University Professionals at Affiliating Entity.

President - The term "President" shall mean the person holding the position currently titled "President" of the Affiliating Entity or such other title as may be hereafter adopted to describe the executive exercising overall authority with respect to the day-to-day operation and management of the Affiliating Entity; provided, however, that with respect to University, the term "President" shall mean the Chief Executive Officer of the Louisiana State University System.

Program - The term "Program" shall mean a Resident and Fellow and Student Training Program of the University's Health Sciences Center.

Program Director - The term "Program Director" shall mean the University faculty physician, who shall be appointed by University or its designee to assume and discharge responsibility for the administrative and supervisory services related to a Program for a Department at University, as set forth in this Agreement and any Supplement hereto. One or more Program Directors may be appointed with respect to each Affiliating Entity.

Resident - The term "Resident" shall mean a University physician enrolled in one of the Residency Training Programs of University who shall furnish Professional Services to Patients. As applicable, each Resident, as a continuing condition precedent to Affiliating Entity's obligations under this Agreement must: (1) hold a currently valid and unlimited license to practice medicine in Louisiana; (2) hold a currently valid and unlimited Drug Enforcement Administration license or be listed under institutional and/or preceptor license; (3) apply for and be awarded temporary clinical privileges, all in accordance with Affiliating Entity policies; (4) obtain the initial and continuing approval of Affiliating Entity; (5) comply with Affiliating Entity Policies and Medical Staff bylaws, policies, procedures, rules and regulations; (6) attend a Resident orientation meeting sponsored by Affiliating Entity; (7) be covered by insurance as set forth herein for University; and (8) obtain the recommendation of the Program Director.

Student - The term "Student" shall mean an individual currently participating in undergraduate medical teaching programs at University's Health Sciences Center.

University Professionals - The term "University Professionals" shall mean faculty members, Fellows, and/or Residents of the University's Schools in New Orleans, who are under the direction and supervision of the University.

31. ENTIRE AGREEMENT

Subject to the provisions of paragraph 24 above, this Agreement supersedes all previous contracts and constitutes the entire Agreement between the parties. Neither party shall be entitled to any benefits other than those specified herein. No oral statements or written material not specifically incorporated herein shall be of any force and effect and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein, such amendment(s) to become effective on the date stipulated in such amendments. Provided however, that any other language in this Agreement to the contrary notwithstanding, if there is an Exceptions Addendum, duly executed by all required authorities of the University and of the Affiliating Entity, appended to this Agreement, to the extent that the terms and conditions of said Exceptions Addendum vary from the terms or conditions of this Agreement, then the terms and/or conditions of the Exceptions Addendum shall prevail. There / **IS/ X IS NOT** an Exceptions Addendum to this Agreement, and if there is, it consists of **zero (0)** page(s) in length.

32. EXCLUDED PROVIDER

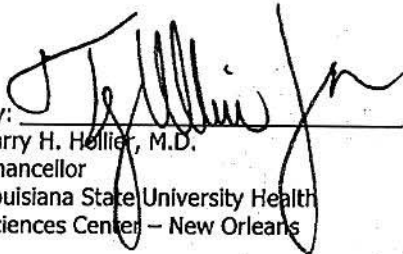
University represents and warrants that it, and its providers are not listed by a federal agency as excluded, debarred, suspended, or otherwise ineligible to participate in federal programs, including Medicare and Medicaid, and is not listed, nor has any current reason to believe that during the term of this Agreement will be so listed, on the HHS-OIG Cumulative Sanctions Report or the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs. University represents and warrants that its providers are not listed on the Specially Designated National and Blocked Persons List by the Office of Foreign Assets Control. The parties agree that either party may terminate this Agreement, upon notice to the other, in the event that Affiliating Entity or University and/or its representatives as appropriate, is listed on the HHS-OIG Cumulative Sanctions Report or on the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs or on the Specially Designated National and Blocked Persons list by the Office of Foreign Assets Control.

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IN WITNESS WHEREOF, the parties execute this Agreement as of the date first above written.

UNIVERSITY:


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

By: 
Larry H. Heiliger, M.D.
Chancellor
Louisiana State University Health
Sciences Center – New Orleans

AFFILIATING ENTITY:

OUR LADY OF THE ANGELS HOSPITAL

By: _____
Robert. L. Burgess
President and Chief Executive Officer

By: 
Keith Schroth
Vice Chancellor for Business Development
Louisiana State University Health
Sciences Center – New Orleans

By: _____

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HR 12/14 PM 3:29

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first above written.

UNIVERSITY:

BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
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AFFILIATING ENTITY:

OUR LADY OF THE ANGELS HOSPITAL

By: _____
Larry H. Hollier, M.D.
Chancellor
Louisiana State University Health
Sciences Center – New Orleans

By: Robert L. Burgess
Robert. L. Burgess
President and Chief Executive Officer

By: _____
Keith Schroth
Vice Chancellor for Business Development
Louisiana State University Health
Sciences Center – New Orleans

By: _____

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