

School of Medicine  
School of Dentistry  
School of Nursing  
School of Allied Health Professions  
School of Graduate Studies  
School of Public Health

June 11, 2008

Larry M. Graham, Pres., CEO  
Lake Charles Memorial Hospital  
1525 Oak Park Blvd.  
Lake Charles, LA 70601

RE: Affiliation Agreement

Dear Mr. Graham,

A fully executed original of the Affiliation Agreement for resident services and training is enclosed for your files.

Thank you for your assistance to go forward with these agreements. Please feel free to contact me at 504-568-2353 if I can assist you in the future.

Sincerely,

Leeana Cook, J.D., MBA  
Contract Management

Enclosure

## AFFILIATION AGREEMENT

This Affiliation Agreement, effective as of the July 1, 2008 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 representatives, Larry H. Hollier, M.D., Chancellor, Louisiana State University Health Sciences Center – New Orleans, and Steve Nelson, M.D., Dean, Louisiana State University School of Medicine in New Orleans, whose mailing address is declared to be

433 Bolivar Street  
New Orleans, Louisiana 70112

and

**LAKE CHARLES MEMORIAL HOSPITAL**

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

1701 Oak Park Boulevard  
Lake Charles, Louisiana 70601

**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 medical 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 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 July 1, 2008 for an initial term ending June 30, 2013 and may be renewed thereafter with the prior written consent of both parties hereto.

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

The parties hereto enter into this Agreement to establish a mechanism by which University Physicians, as employees of, and under the direction, control, and supervision of the University shall perform Physician Services at Affiliating Entity for purposes of graduate medical education, or community service, and by which Students of the University's School of Medicine in New Orleans, may receive medical 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 Physicians and Students shall be assigned to the Affiliating Entity by the heads of the specific University programs, departments, or schools. Coordination of University Physician 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 Physicians in the assistance of or in conjunction with members of the Medical Staff; (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. The power of appointment to the Affiliating Entity Medical Staff remains with the Affiliating Entity and the power of appointment to the Faculty of University's School of Medicine in New Orleans remains with the 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 Physicians 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.

All billing for Physician Services performed by University Physicians 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 School of Medicine in New Orleans, but who are not employed by the University and are not University Physicians 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 School of Medicine clinical faculty appointments. The Clinical Departments of University's School of Medicine 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 School of Medicine 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 Dean of University's School of Medicine in New Orleans, or designee 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 Calcasieu Parish Louisiana and, Orleans 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 Dean and Larry M. Graham, 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. 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 Larry M. Graham, 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 is 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 per occurrence.

Affiliating Entity warrants to the University that it and each of its employees, professional and non-professional, who is not, and is not acting as, a University Physician 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 it, its University Physicians, 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.*

University Physicians 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 Physicians, 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 Physician 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 Physicians perform the Physician Services which are the subject matter of this Agreement. University understands and agrees that (1) University and University Physicians will not be treated as employees for federal tax purposes; (2) Affiliating Entity will not withhold on behalf of University, University Physicians, 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 Physician 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 Physicians, 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 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 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 Physician, employee, or agent. However, "agent" as used in this paragraph shall exclude any Affiliating Entity physician, employee, or agent.

Likewise, Affiliating Entity hereby agrees 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, or of its officers, directors, employees, or agents. However "agent" as used in this paragraph shall exclude any University Physician, employee, or agent.

## **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 that they shall comply with all applicable Federal and State laws, rules, and regulations which pertain to patient/client confidentiality, including the regulations implementing the Health Insurance Portability and Accountability Act of 1996, ("HIPAA"), 45 C.F.R. Parts 160 and 164 ("the Privacy Rule").

#### **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, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

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 Physician 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 Dean. 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.

**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.

**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 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:**

Dean  
Louisiana State University  
LSU School of Medicine – New Orleans  
533 Bolivar Street  
New Orleans, Louisiana 70112

**To Affiliating Entity:**

Alan LeBato, M.D., Program Director  
 Lake Charles Memorial Hospital  
 1525 Oak Park Blvd.  
 Lake Charles, LA 70601

Larry M Graham, Pres. and CEO  
 Lake Charles Memorial Hospital  
 1701 Oak Park Blvd.  
 Lake Charles, LA 70601

**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 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 Physician Services to patients. 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 Physician 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.

**Physician Services** - The term "Physician Services" shall mean services performed by University Physicians 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 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 Physician Services to Patients. 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 School of Medicine in New Orleans.

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

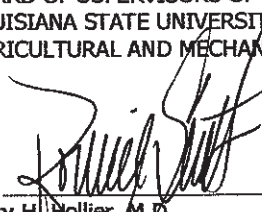
### 31. ENTIRE AGREEMENT

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.

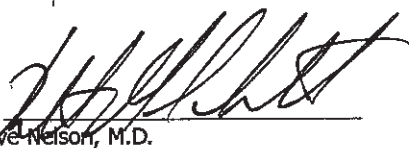
**IN WITNESS WHEREOF**, The parties execute this Agreement as of the date first above written.

#### UNIVERSITY:

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

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

Date: 6/9/08

By:   
Steve Nelson, M.D.  
Dean  
Louisiana State University  
School of Medicine in New Orleans

Date: 6/4/08

#### AFFILIATING ENTITY:

LAKE CHARLES MEMORIAL HOSPITAL

By:   
Larry M. Graham, President and  
Chief Executive Officer

Date: 5.20.08

By: \_\_\_\_\_

Date: \_\_\_\_\_

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LSUHSC-VOAF  
2008 JUN -5 PM 1:21

## Contract Routing/Cover Sheet

Name of individual initiating contract:

System Legal Entity:

Tax ID:

New Agreement

Renewal Agreement

Current Agreement Expiration date:

Vendor/Contracting Entity:

Tax ID:

Type of Agreement:

Purchase Agreement

Purchased Services

Maintenance

Rental

Affiliation Agreement

Other

Lease

Employment Agreement

Specific Services/Goods covered:

Summary of Terms:

Term of Agreement:

Auto-Renew?

Y/N

(Circle One)

Non-Renew Notice Required on or before: (Date)

Insurance Coverage Required?

Property/Casualty

Malpractice

Termination:

With Cause on days notice

Without Cause on days notice

Comments:

BAA Required: Yes No

BAA Approval

Bernita Loyd

Date

Approvals:

Department Head

Date

Division VP

Date

CFO

Date

CEO

Date

CONTRACT COVER SHEET

SCHOOL OF MEDICINE

**FULLY  
EXECUTED**Contract ID #: **14-63-035**

Succeeds Contract # 13-63-035

Department: **Family Medicine**

Administrative Contact: Karen Cappiello, Business Manager 1542 Tulane Ave., Room 123, New Orleans, LA 70112  
504-568-7608 KCappl@lsuhsc.edu

Other Agency: **Lake Charles Memorial Hospital**

Administrative Contact: Julla Hutchinson 1525 Oak Park Boulevard, Lake Charles, La 70601 337-494-2023  
jhutchinson@lcmh.com

Contract Dates: 7/1/2013 - 6/30/2014

Type of Contract: Resident Stipend

Brief Description Of Services: Contract will pay for resident stipends at cost reimbursement based on the actual number of Resident FTEs rotating at the Affiliated Entity. The estimated compensation will cover

Eight HO1-50,307.36/ea/per yr. TTL HO1- 402,458.82

Eight HO2-51,824.50/ea/per yr. TTL HO2- 414,596.00

Eight HO3-53,736.89/ea/per yr. TTL HO3- 429,895.05

TTL includes Fringe rate at 13.9%

ACGME fees-20,448.00 (71.00 pp/per month)

## Contract Status:

☐  
☒  
☐

RENEWAL OR CONTINUATION CONTRACT  
AMENDMENT

1,267,398.00

Total Amount (All years)

Annual Amounts

1,267,398

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#: 449-63-6092

P/S Speedtype#: 149150013A

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 \_\_\_\_\_

## SUPPLEMENT TO AFFILIATION AGREEMENT

This Supplement to Affiliation Agreement ("Supplement") is entered into and effective as of July 1, 2013, by and between

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

#### DEPARTMENT OF Family Medicine

(hereinafter referred to as "University"), appearing through its authorized representatives, Larry H. Hollier M.D., Chancellor, Louisiana State University Health Sciences Center – New Orleans, and Steve Nelson, M.D., Dean, Louisiana State University School of Medicine in New Orleans, and Herbert Muncie, M.D., Head, Department of Family Medicine, Louisiana State University School of Medicine in New Orleans,

and

Lake Charles Memorial Hospital

(hereinafter referred to as "Affiliating Entity"), herein represented by Larry M. Graham  
Its duly authorized Chief Executive Officer

#### WITNESSETH:

**WHEREAS**, Affiliating Entity and University entered into an Affiliation Agreement (hereinafter "Agreement") effective as of, or renewed effective as of, July 1, 2012, and they are now desirous of executing a Supplement described therein; and

**WHEREAS**, University and Affiliating Entity desire to implement an affiliation that integrates common goals of patient care and educational and community service; and

**WHEREAS**, the Department of Family Medicine at the Louisiana State University School of Medicine in New Orleans wishes to enter into this Supplement and provide the services as set forth herein; and

**WHEREAS**, the Program will provide the Affiliating Entity Medical Staff with professional stimulation that is associated with a medical educational environment; and

**WHEREAS**, the Program will be implemented such that it will assure quality of care and safety of patients; and

**WHEREAS**, the medical educational opportunities in a private hospital setting will enhance the quality of the medical educational experience enjoyed by University; and

**WHEREAS**, this Supplement and the Agreement are additionally designed to complement the requirements of the Accreditation Council for Graduate Medical Education ("ACGME") for a Letter of Agreement as that term is defined by the ACGME for graduate medical education (hereinafter referred to as "ACGME Letter of Agreement"), which has been, or will be, executed between University's Program Director and an authorized representative of the Affiliating Entity;

**NOW THEREFORE**, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

#### **A. SERVICES TO BE PROVIDED BY UNIVERSITY**

In addition to its responsibilities set forth in the Agreement and for the consideration set forth herein, University agrees to provide the following services and to assign the following Residents, Fellows, and/or Students in the Department of Family Medicine to Affiliating Entity during the term of this Supplement, in accordance with the terms set forth herein and heretofore in the Agreement:

##### **1. Duties of Residents, Fellows, and/or Students**

All Residents, Fellows, and/or Students will participate in accordance with the highest standards of the medical profession, will conduct themselves in a manner consistent with the principles of medical ethics of the American Medical Association, and will comply with Medical Staff Bylaws, rules, regulations, and policies of Affiliating Entity.

Any other specific and/or additional duties set forth hereinafter, as well as a list of the current Resident(s), Fellow(s) and/or Student(s) are set forth in Appendix A, attached hereto and made part hereof.

##### **2. Educational Goals and Objectives**

Educational goals and objectives for each Program are contained within the "ACGME Letter of Agreement".

##### **3. Supervision of Residents, Fellows, and Students**

The Residents, Fellows, and/or Students will be under the direct supervision of faculty assigned by the Program Director. Said faculty will be responsible for tracking, supervision and evaluation of Residents, Fellows, and/or Students as directed by the Program Director.

The official(s) at the Affiliating Entity who will assume administrative, educational, and supervisory responsibility for the Resident, Fellows, and/or Students Program are contained within the "ACGME Letter of Agreement".

##### **4. Program Director**

The Initial Program Director is Alan LeBato, MD

University Residents, Fellows, and/or Students shall be assigned to the Affiliating Entity by the head of the specific University programs, departments, or schools. Coordination of University Resident, Fellow, and/or Student responsibilities and educational programs at Affiliating Entity will be provided by the Program Director. With respect to his or her particular Program, the Program Director shall: (1) be accountable to the Head of the appropriate Department, and jointly to the Affiliating Entity President and the Affiliating Entity's designated Administrative Official and/or Director of Medical Staff as required; (2) meet with the Director of Clinical Affairs and/or with Affiliating Entity's designated Administrative Official and/or the Affiliating Entity Director of medical staff; (3) review and monitor the quality and utilization practices of the Residents, Fellows, and/or Students in the Program; (4) answer questions and address problems that arise regarding the Program; (5) coordinate the professional services of University Physicians in the assistance of or in conjunction with members of the medical staff; (6) direct and oversee all patient care rendered by Residents, Fellow, and/or 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/or Student assignments to the Affiliating Entity and notify the Affiliating Entity of all changes in schedule.

Any other specific or additional faculty duties set forth hereinafter are set forth in Appendix B, attached hereto and made part hereof.

##### **5. Scheduling**

All scheduling and staffing decisions will be made by the Dean of the Louisiana State University School of Medicine in New Orleans and/or the Head of the Department of Family Medicine



## **6. Billing**

With respect to any professional fees for services rendered by University Physicians, University shall have unilateral and sole control over the setting and determination of professional physician fees to be charged to those patients affected by the provision of these services and shall bill and collect all physician fees related to those services. The term "University Physicians" shall mean Faculty Members, Fellows, and/or Residents of the University's School of Medicine in New Orleans, who are under the direct control and supervision of the University.

## **7. Nonexclusivity**

The above services are provided to Affiliating Entity on a nonexclusive basis and this Supplement in no way shall be construed to limit or impede University's right to provide similar or related services to any person or entity. Neither University nor any of its Physicians shall have any obligation to refer patients to Affiliating Entity, nor shall Affiliating Entity have any obligation to refer any patient to University Physicians. **Under no circumstances is any University Physicians required to refer any patient to Affiliating Entity.**

In the event a University Physician hospitalizes a patient or deems any ancillary service necessary, University Physician shall be free to use any hospital or ancillary services he or she selects.

## **B. AFFILIATING ENTITY OBLIGATIONS AND RESPONSIBILITIES**

Affiliating Entity agrees to provide free parking for Residents, Fellows, and/or Students assigned to Affiliating Entity. Affiliating Entity will also provide scrubs for the use of each Resident, Fellow, and/or Student assigned to Affiliating Entity, which will be returned to Affiliating Entity at the conclusion of the Resident, Fellow, and/or Student rotation.

Any other specific obligations and/or responsibilities set forth hereinafter, including any additional provisions, are set forth in Appendix C, attached hereto and made part hereof.

### **1. Rotation**

Rotations will be of one month duration unless Affiliating Entity is otherwise notified in accordance with Section A(1) of this Supplement.

Affiliating Entity agrees, at the commencement of each rotation, to provide the Resident assigned to Affiliating Entity with a general orientation to the Affiliating Entity. Each Resident will be informed of appropriate Affiliating Entity rules, regulations, policies and procedures and of his or her obligation to abide by same. Resident(s) and/or Fellow(s) will be assigned by Affiliating Entity to a qualified member of Affiliating Entity's Medical Staff who shall facilitate the clinical rotation in accordance with written guidelines developed by Affiliating Entity and approved by University.

### **2. Compensation**

Affiliating Entity agrees to compensate the University for the Resident(s) and/or Fellow(s) assigned to Affiliating Entity under the Agreement or this Supplement. This compensation shall be based upon the pay scale currently in effect at LSU Health Sciences Center Health Care Services Division (HCSD) or any successor entity thereto, for Residents and/or Fellows. A copy of the pay scale for the term of this Supplement is attached hereto as Appendix D, and made part hereof. Should the pay scale of HCSD, or any successor entity thereto, increase during the period of this Agreement, Affiliating Entity agrees to pay compensation at the increased rate effective upon the same date that such increase is effective at HCSD or any successor entity thereto.

### **3. Fringe Benefits**

Affiliating Entity also agrees to compensate University for the costs of payroll fringe benefits of Resident(s) and/or Fellow(s) assigned to the Affiliating Entity, as approved by the Department of Health and Human Services (DHHS). Fringe benefits are listed in Appendix D, incorporated herein by reference and made part hereof. Should said fringe benefits increase during the period of the Agreement or this Supplement, Affiliating Entity agrees to pay University at the increased rate effective upon the same date that such increase is effective at University or any successor entity thereto.

**4. Vacation Leave**

Appropriate vacation leave shall be compensated for each salary line; three (3) weeks per annum non-cumulative for House Officer I positions and four (4) weeks per annum non-cumulative for all other levels, and shall be scheduled in accordance with the length of the rotation and appropriate approval by Program Director and Affiliating Entity.

**5. Sick Leave**

Resident(s) and/or Fellow(s) are allowed two (2) weeks per annum non-cumulative paid sick leave for each House Officer level, which must be approved by the Program Director.

**6. Educational Leave**

Resident(s) and/or Fellow(s) are allowed five (5) days per annum non-cumulative paid educational leave for each House Officer level, and shall be scheduled in accordance with the length of the rotation and appropriate approval by Program Director and Affiliating Entity.

**7. Military Leave**

Resident(s) and/or Fellow(s) are allowed fifteen (15) days non-cumulative annual paid military leave for each House Officer level.

**8. Beeper**

Affiliating Entity agrees to compensate University, in addition to the monthly stipends and other benefits for each Resident and/or Fellow, the rate of \$16.00 per month per House Officer, assigned per month for beepers used by Resident(s) and/or Fellow(s).

**9. Resident Support Service Fee**

In order to assist University in providing workshops, seminars, and other programs for the Resident(s) and/or Fellow(s), Affiliating Entity agrees to pay University a Resident Support Service Fee of \$71.00 per Resident and/or Fellow per month for each Resident and/or Fellow assigned to the Affiliating Entity.

The foregoing payments will be made monthly to University on or about ten (10) days following receipt of a monthly itemized bill provided by University.

**10. Resident Supervision and Additional Costs**

The costs of Resident Supervision and other additional costs, if any, will be set forth in Appendix C, attached hereto and made part hereof.

**C. TERM AND TERMINATION**

Notwithstanding anything contained herein, this Supplement shall be effective as of July 1, 2013, for an initial term to expire on June 30, 2014 (one year(s) only) and may be renewed under like terms with the prior written consent of both parties; provided, however, that in the event that Affiliating Entity or University shall, with or without cause, at any time give to the other party at least sixty (60) days written notice, this Supplement shall terminate on the future date specified in such notice. Upon termination of this Supplement as is hereinabove provided, neither party shall have any further obligation hereunder except for: (1) obligations accruing prior to the date of termination; and (2) obligations, promises, or covenants contained herein which are expressly made to extend beyond the term of this Supplement.

**D. INCORPORATION OF AFFILIATION AGREEMENT**

All of the definitions, terms, and conditions contained in the Agreement previously entered into between University and Affiliating Entity are hereby incorporated and made a part of this Supplement in their entirety.

**E. AMENDMENTS**

This Supplement may be amended only with the prior written consent of all parties hereto. Any other language in the Agreement or Supplement to the contrary notwithstanding, the parties may revise, at any time, by subsequent execution, any or all of the Residency Programs contained within the Supplement or any amendment(s) thereto, the Educational Goals and Objectives found in the ACGME Letter of Agreement and/or the official(s) at the Affiliating Entity who will assume administrative, educational, and supervisory responsibility for the Residents, Fellows, and/or Students, found in the ACGME Letter of Agreement, or University's Program Director; such changes(s) shall be in the format of an ACGME Letter of Agreement to be furnished by University's Office of Graduate Medical Education, and signed by University's Program Director and by an authorized representative of Affiliating Entity. In the event of any conflict between the ACGME Letter of Agreement, other than the types of changes specified in the sentence immediately preceding, the terms of the Agreement and any amendment(s) thereto, and of this Supplement and any amendment(s) thereto, shall govern in the order of precedence listed in this sentence.

**F. ENTIRE AGREEMENT**


This Supplement along with any Amendments thereto, together with the 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 Supplement 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 Supplement 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 Supplement, to the extent that the terms and conditions of said Exceptions Addendum vary from the terms or conditions of this Supplement, then the terms and/or conditions of the Exceptions Addendum shall prevail. There x **IS/** **IS NOT** an Exceptions Addendum to this Supplement, and if there is, it consists of two ( 2 ) page(s) in length.


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

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

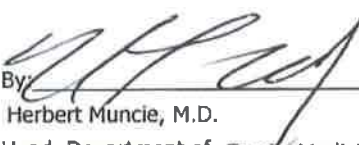
Lake Charles Memorial Hospital

By:  Date: 2/19/14  
Larry H. Moller, M.D.  
Chancellor  
Louisiana State University  
Health Sciences Center - New Orleans

By:  Date: 12-16-13  
Larry M. Graham  
Chief Executive Officer

By:  Date: 1/6/14  
Steve Nelson, M.D.  
Dean  
LSU School of Medicine in New Orleans

By: \_\_\_\_\_ Date: \_\_\_\_\_

By:  Date: 12/19/13  
Herbert Muncie, M.D.  
Head, Department of Family Medicine

+

**APPENDIX A  
DUTIES OF RESIDENT(S), FELLOW(S) AND STUDENT(S)**

University agrees to assign to Affiliating Entity an average annual number of Resident/Fellow physicians as follow:

24

-

House Officer Level

1, 2, & 3

All Resident(s)/Fellow(s) engaged in the Residency Program will have the following specific duties:

1. Provide outpatient and Inpatient care to Hospital's patients as designated by Affiliating Entity and the Program.
2. Provide on call coverage as designated by each Program for Affiliating Entity's patients.
3. Render clinical services required by Affiliating Entity and the Residency Program as designated.
4. Participate in safe, effective and appropriate patient care, under the supervision, commensurate with his/her level of advancement and authorized responsibility.
5. Participate in Hospital Medical Staff and Program Staff Committees, especially those related to patient care, quality and utilization effectiveness review.
6. Perform these duties in accordance with the established practices, procedures and policies of the Affiliating Entity, and those of its programs, departments and other institutions to which the house staff physician is assigned. Resident(s)/Fellow(s) shall comply in a timely fashion with reasonable and necessary documentation requirements of Affiliating Entity, including those for Resident/Fellow activity and medical records.
7. Participate in and complete educational activities designated by the Program.
8. Participate in residency related activities including but not limited to Student/Resident/Fellow education, curriculum development, and resident social committees.
9. University, through its Departments, agrees to timely inform Affiliating Entity in the event that a new Program Director is named or if a new Resident and/or Fellow is assigned to the Affiliating Entity.

The Initial Residents and/or Fellows assigned are:  
See attached

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**LSUHSC FAMILY MEDICINE RESIDENCY PROGRAM**  
**at Lake Charles Memorial Hospital**  
**1525 Oak Park Blvd., Lake Charles, LA**

**RESIDENT/PHYSICIANS- Academic Year: 7/1/2013- 6/30/2014:**

**Post Graduate Year- 3, Graduate 6/2014**

Stewart Greathouse, M.D.  
Ashley Greenman, M.D.  
Jason Hagen, M.D.  
David Landry, M.D.  
Spencer Launey, M.D.  
Micah LeLeux, M.D.  
Ben Proctor, M.D.  
Amy Soileau, M.D.

**Post Graduate Year- 2, Graduate 6/2015**

Robert Bernauer, Jr., M.D.  
Rebecca Braud, M.D.  
Jaeson Courseault, M.D.  
Sara Doguet, M.D.  
Whitney Hardy, M.D.  
Jessica Langevin, M.D.  
Ashley Mullins, M.D.  
David Palombo, M.D.

**Post Graduate Year- 1, Graduate 6/2016**

Maxime Demers, M.D.  
Amandeep Kaur, M.D.  
Arupa Khusiai, M.D.  
Bhavini Patel, M.D.  
Gudrun Reed, M.D.  
Ryan Rhodes, M.D.  
Michael Sonier, M.D.  
Kim Tran, M.D.



**APPENDIX B**  
**DUTIES OF THE PROGRAM DIRECTOR AND/OR FACULTY MEMBERS**

The Program Director shall provide Affiliating Entity on a monthly basis a list of Resident(s) and/or Fellow(s) participating in an Educational Program at Affiliating Entity ("Participant List"). The Participant List shall be due to Affiliating Entity no later than ten (10) days prior to the first day of each month for the upcoming month.

The initial Program Director and/or any designated resident supervisor will perform the following duties:

1. Maintain involvement in recruitment, orientation, retention, educational development, training, counseling, disciplinary actions and objective evaluations of residents.
2. Coordinate all medical functions to provide a smooth operation of patient care and services performed by residents. Perform administrative responsibilities with regard to each individual residency program and the Hospital.
3. Be responsible for overall supervision including scheduling and assignments of residents. Manage time and resources through planning, prioritizing, directing and delegating effectively.
4. Review, approve and coordinate with physicians at Affiliating Entity for participation in House Officer training and supervision in accordance with the Affiliation Agreement.
5. Obtain and maintain credentialing, certification and continuing education as required. Develop and maintain an understanding of current Joint Commission requirements, safety policies, human resource policies, departmental policies, etc.
6. Plan and participate in educational activities for medical Students, Residents, and Post-Graduate Physicians working at the Hospital.
7. Monitor progress of Resident(s)/Fellow(s) education.
8. Offer counseling to Residents and/or Fellows as appropriate.

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### **APPENDIX C DUTIES OF AFFILIATING ENTITY**

Subject to the foregoing considerations, Affiliating Entity has the following obligations:

#### **A. Additional Duties**

1. Permit the Residents to participate in those available and appropriate practice fields within the Affiliating Entity, as well as permit the Residents to attend applicable and appropriate lectures when and as might be scheduled.
2. Provide orientation to the Residents as may be appropriate.
3. Provide an individual to act as liaison to coordinate activities and address the Residents' questions about the program.
4. Permit the use of Affiliating Entity's educational facilities as appropriate, subject to previous arrangements.
5. Provide immediate emergency care in the event of an accident or illness of a Resident. Affiliating Entity shall not be responsible for the cost of such care, follow up treatment or hospitalization.
6. Affiliating Entity shall reserve the right to request the University to withdraw a Resident from the assigned clinical education experience when his/her clinical performance is unsatisfactory and his/her behavior is disruptive or detrimental to the Affiliating Entity and/or patients.

#### **B. Staff, Space & Supplies**

1. Affiliating Entity agrees to provide supplies and equipment, as Affiliating Entity deems necessary for Resident(s) and/or Fellow(s) to effectively perform their duties.
2. Affiliating Entity also agrees to provide appropriate medical records forms and charts for patient care documentation and record keeping.

#### **C. Payment**

The foregoing payments shall be made monthly to University within ten (10) days of receipt of an appropriate invoice from University for services rendered in the prior month. Payment check or accompanying check stub shall indicate facility name and invoice number. All payments shall be sent to:

LSU Health Sciences Center  
Office of Accounting Services  
433 Bolivar Street  
New Orleans, Louisiana 70112

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**APPENDIX D**  
**SUPPLEMENT TO AFFILIATION AGREEMENT**

**LSUHSC 2013-2014 House Officer Pay Scales**

**Assumptions**

Number of Days in 2013-2014                      365  
Hours per day    8 House Officers work 8 hrs. a day, seven days a week.  
Total Annual Hours                                      2920

	<u>2013-14</u> <u>Annual</u>	<u>2013-14</u> <u>Monthly</u>	<u>2013-14</u> <u>Semi-Monthly</u>	<u>2013-14</u> <u>Hourly</u>
HO 1	\$44,168.00	\$3,680.67	\$1,840.33	\$15.13
HO 2	\$45,500.00	\$3,791.67	\$1,895.83	\$15.58
HO 3	\$47,179.00	\$3,931.58	\$1,965.79	\$16.16
HO 4	\$49,029.00	\$4,085.75	\$2,042.88	\$16.79
HO 5	\$50,720.00	\$4,226.67	\$2,113.33	\$17.37
HO 6	\$54,029.00	\$4,502.42	\$2,251.21	\$18.50
HO 7	\$54,029.00	\$4,502.42	\$2,251.21	\$18.50

**LSUHSC 2013-2014 Fringe Benefit Rate Calculation and Fees:**

FICA    3.2%  
Unemployment                                      0.1%  
Group Health Insurance                          9.9%  
Worker's Compensation                          0.7%  
Total Fringe Benefits                              13.9%

GME    852.00  
Total Per HO    852.00

### Exceptions Addendum to the Supplement to the Affiliation Agreement

Pursuant to Section F of that certain Supplement to the Affiliation Agreement by and between the **Board of Supervisors of the Louisiana State University and Agricultural and Mechanical College**, on behalf of its LSU Health Sciences Center, LSU School of Medicine in New Orleans, and Lake Charles Memorial Hospital, for the period of July 1, 2013, through June 30, 2014, the following terms and conditions are revised to read as follows:

1. Delete Section A.5 as originally written and insert in lieu thereof the following:

**5. Scheduling**

All scheduling and staffing decisions will be made by Program Director in consultation and/or head of the Department and/or Dean of the LSU School of Medicine in New Orleans providing services hereunder, or his or her designee.

2. Delete Section A.6 as originally written and insert in lieu thereof the following:

**6. Billing**

With respect to any professional fees for services rendered by University Physicians, Program Director or his designee shall have unilateral and sole control over the setting and determination of professional physician fees to be charged to those patients affected by the provision of these services and shall bill and collect all physician fees related to those services. The term "University Physicians" shall mean Faculty Members, Fellows, and/or Residents of the University's School of Medicine in New Orleans, who are under the direct control and supervision of the University. Billing and collections will be done by Affiliating Entity and all revenue collected will be retained by Affiliating Entity.

3. Delete Section B.2 as originally written and/or subsequently amended and insert in lieu thereof the following:

**2. Compensation**

Affiliating Entity agrees to compensate the University for Residents and/or Fellows assigned to Affiliating Entity under this Agreement. This compensation shall be based upon the pay scale currently in effect at Louisiana State University Health Sciences Center in New Orleans, or any successor Entity thereto, as 2013-2014 for Residents and/or Fellows. A copy of the pay scale for the term of the supplement is attached hereto as Appendix D and made part hereof. Should the pay scale of LSUHSC, or any successor entity thereto, increase during the period of this increase during the period of this Supplement, Affiliating Entity agrees to pay compensation at the increased rate effective upon the same date that such increase is effective at LSUHSC or any successor entity thereto.

4. Delete Section B.4 as originally written and insert in lieu thereof the following:

**4. Vacation Time**

Appropriate vacation time will be set by Program Director and shall be compensated for each salary line: two (2) weeks non-cumulative for House Officer I positions, three (3) weeks non-cumulative for House Officer II positions and four (4) weeks non-cumulative for House Officer III positions, per annum, and shall be scheduled in accordance with the length of the rotation and appropriate approval by Program Director and Affiliating Entity.

5. Delete Section B.5 as originally written and insert in lieu thereof the following:

**5. Sick Time**

Residents and/or Fellows are allowed one week non-cumulative annual paid sick leave for each House Officer level, per annum, which must be set and approved by the Program Director.

6. Delete Section B.6 as originally written and insert in lieu thereof the following:

**6. Educational Leave**

Residents and/or Fellows are allowed five(5) days non-cumulative annual paid educational leave for House Officer 2 and House Officer 3 levels only, per annum, and shall be scheduled in accordance with the length of the rotation and with appropriate approval by Program Director and Affiliating Entity.


7. Delete Section B.8 in its entirety.


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ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

Lake Charles Memorial Hospital

By:  Date: 2/19/14  
Larry H. Holler, M.D.  
Chancellor  
Louisiana State University  
Health Sciences Center - New Orleans

By:  Date: 12-16-13  
Larry M. Graham  
Chief Executive Officer

By:  Date: 12/16/14  
Steve Nelson, M.D.  
Dean  
LSU School of Medicine in New Orleans

By: \_\_\_\_\_ Date: \_\_\_\_\_

By:  Date: 12/19/13  
Herbert Muncie, M.D.  
Head, Department of Family Medicine