

RESIDENT AFFILIATION AGREEMENT

This Resident Affiliation Agreement, effective as of the 1st day of October, 2014, is 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 AT SHREVEPORT**

(hereinafter referred to as "University"), appearing through its authorized representative, Robert A. Barish, M.D., MBA, Chancellor, Louisiana State University Health Sciences Center at Shreveport, John Marymont, M.D., MBA, Interim Dean, Louisiana State University School of Medicine in Shreveport, and Joseph McCulloch, Ph.D., Dean, School of Allied Health Professions in Shreveport, whose mailing address is declared to be

1501 Kings Highway
Shreveport, LA 71103

and

BRFHH SHREVEPORT, L.L.C. D/B/A UNIVERSITY HEALTH SHREVEPORT

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

1541 Kings Highway
Shreveport, LA 71103

WHEREAS, this Resident Affiliation Agreement (hereinafter this "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, and allied health education, 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 allied health education, 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 October 1, 2014 and shall automatically renew for additional successive one (1) year terms under the same terms and conditions unless either party notifies the other party in writing within thirty (30) calendar days of the expiration of the Renewal Term of this Agreement.

2. PROVISION OF GRADUATE AND/OR UNDERGRADUATE MEDICAL AND ALLIED HEALTH EDUCATION

The parties hereto enter into this Agreement to establish a mechanism by which University Faculty, as employees of, and under the direction, control, and supervision of the University shall perform Medical Services at Affiliating Entity for purposes of graduate medical education and by which Students of the University's School of Medicine in Shreveport and School of Allied Health Professions in Shreveport, may receive medical education and allied health training.

Graduate and undergraduate medical and allied health education 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 Faculty and Students shall be assigned to the Affiliating Entity by the heads of the specific University

programs, departments, or schools. Coordination of University Faculty 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 CEO and the Affiliating Entity Director of Medical Affairs as required; (2) meet with the Interim Dean or his designee and/or with the Affiliating Entity CEO 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 Faculty with 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 and/or the School of Allied Health in Shreveport remains with the University.

3. SUPPLEMENTS TO THIS AGREEMENT

This Agreement will provide the basic framework within which graduate and undergraduate medical education or allied health education 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 allied health education 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 Faculty 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. A guide to the ACGME requirements is made a part and attached to this Agreement as Exhibit A.

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

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

4. REVIEWS AND APPEAL

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 Shreveport, or designee thereof, the Dean of University's School of Allied Health Professions in Shreveport, 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.

5. 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 Caddo Parish Louisiana and Caddo 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.

6. 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 of their respective schools and the CEO of BRF Hospital Holdings, L.L.C. or the Chairman of the Board of BRF Hospital Holdings, L.L.C.

7. 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 medical personnel who are 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 Faculty 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 Executive Director for Communications and Public Affairs for LSU Health Sciences Center at Shreveport. When authority from Affiliating Entity is necessary, it may be received from the CEO of the Affiliating Entity.

8. INSURANCE

The University agrees to furnish the Affiliating Entity, upon request, a Certificate of Insurance providing evidence that University is covered for statutory 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.

The 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 Faculty 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 Faculty 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 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 Agreement 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 Faculty 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.

9. STATUS OF UNIVERSITY FACULTYS AND STUDENTS

University's services pursuant to this Agreement shall be as an independent contractor. University Faculty, 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 Faculty 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 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 Faculty perform the medical Services which are the subject matter of this Agreement. University understands and agrees that (1) University and University Faculty will not be treated as employees for federal tax purposes; (2) Affiliating Entity will not withhold on behalf of University, University Faculty, 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 Faculty 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 Faculty, 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 or its 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 Faculty members, employees or agents, and the amount of fees retained by University represents the fair market value of professional services provided.

10. INDEMNIFICATION

University hereby agrees, to the extent permitted by law, 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 Faculty 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 Faculty, Resident, Student, employee, or agent. However, "agent" as used in this paragraph shall exclude any Affiliating Entity Faculty, 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 Faculty, Resident, Student, employee, or agent.

11. 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.

12. 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").

13. 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.

14. 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, 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.

15. USE OF PREMISES

University covenants not to use or permit any University Faculty 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.

16. 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.

17. 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.

18. 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 Deans. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. TIME OF ESSENCE

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

26. WAIVER OF BREACH

Neither payment nor lapse of time, nor any other action 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.

27. 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
LSU Health Sciences Center
1501 Kings Highway
Shreveport, LA 71103

And to:

Office of Legal Affairs
LSU Health Sciences Center
1501 Kings Highway
Shreveport, LA 71103

To Affiliating Entity:

BRFHH Shreveport, L.L.C.
d/b/a University Health Shreveport
1541 Kings Hwy.
Shreveport, LA 71103
Attn: CEO

And to:

BRFHH Shreveport, L.L.C.
d/b/a University Health Shreveport
1541 Kings Hwy.
Shreveport, LA 71103
Attention: General Counsel

28. 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 Faculty enrolled in a University post residency training Fellowship Program to furnish Faculty 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 Faculty 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.

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

CEO - The term "CEO" shall mean the person holding the position currently titled "CEO" 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, 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 Shreveport and training programs of the School of Allied Health Professions in Shreveport.

Faculty - The term "University Faculty" shall mean Faculty members, Fellows, and/or Residents of the University's School of Medicine in Shreveport or School of Allied Health Professions, who are under the direction and supervision of the University.

29. CODE OF CONDUCT

Affiliating Entity warrants that it has not been sanctioned or excluded from eligibility to participate in any federal reimbursement program, has no knowledge that it is currently under investigation by any governmental reimbursement program, and agrees to immediately notify University should a sanction or exclusion from participation in any federal reimbursement program occur. Affiliating Entity further warrants that it has received herewith, and attached to this Agreement and made a part as Exhibit B, a copy of University's Code of Conduct, has read and understands, and agrees to abide by it.

30. 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.


[SIGNATURES FOLLOW ON NEXT PAGE]


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 ON BEHALF OF
ITS LOUISIANA STATE UNIVERSITY
HEALTH SCIENCES CENTER AT SHREVEPORT**

By:  Date: 9/30/14
Robert A. Barish, M.D., MBA
Chancellor
LSU Health Sciences Center at Shreveport

By:  Date: 9/30/14
John Marymont, M.D.
Interim Dean
LSU School of Medicine in Shreveport

By:  Date: 9/30/14
Joseph McCulloch, Ph.D.
Dean
LSU School of Allied Health Professions in Shreveport

AFFILIATING ENTITY:

**BRFHH SHREVEPORT, L.L.C. D/B/A UNIVERSITY HEALTH
SHREVEPORT**

By:  Date: 9/30/14
Rod Huebbers, CEO

EXHIBIT A

Items to be addressed to Institutional Agreements regarding Resident/Fellow Rotations

- 1) Identify the officials at the participating institution or facility who will assume administrative, educational, and supervisory responsibility for the resident(s);**
- 2) Outline the educational goals and objectives to be attained within the participating institutions;**
- 3) Specify the period of assignment of the residents to the participating institution, the financial arrangements, and the details for insurance and benefits;**
- 4) Determine the participating institution's responsibilities for teaching, supervision, and formal evaluation of the resident's performances; and**
- 5) Establish with the participating institution the policies and procedures that govern the residents' education while rotating to the participating institution.**

**EXHIBIT B
CODE OF CONDUCT
LSUHSC-S**

This Code provides standards by which everyone, regardless of position, will conduct themselves in an ethical, legal, and responsible manner, providing all services in full compliance with all applicable laws, regulations and guidelines, as well as LSUHSC-S policies and procedures.

All employees, directors, members of the medical staff, contractors, vendors and agents of LSUHSC-S shall conduct all activities in a manner that will promote integrity and compliance while practicing sound ethical and professional judgment.

All employees, directors, members of the medical staff, contractors, vendors and agents of LSUHSC-S shall abide by all requirements of state and federal healthcare programs and their appointed agents in conjunction with the policies and procedures established by LSUHSC-S.

LSUHSC-S employees, directors, members of the medical staff, contractors, vendors and agents shall prepare complete and accurate medical records, financial information and claims for payment.

LSUHSC-S employees, directors, members of the medical staff, contractors, vendors and agents shall report suspected non-compliant behavior that is believed to violate any statute, regulation or guideline applicable to a state or federal healthcare program or LSUHSC-S policies to the Compliance Officer. All who report suspected non-compliant behavior have the right to remain anonymous and/or to use the Confidential Disclosure hotline. LSUHSC-S will not retaliate upon any employee that reports suspect behavior in any form or fashion.

All employees, directors, members of the medical staff, contractors, vendors and associates shall satisfy the mandated annual training requirements.

All employees, directors, members of the medical staff, contractors, vendors and associates shall participate in reviews, investigations, or audits whether conducted by an internal or external agency.

All employees, directors, members of the medical staff, contractors, vendors and associates shall refuse any type of illegal offers, remuneration or payments to induce referrals or preferential treatment from a third party.

All employees, directors, members of the medical staff, contractors, vendors and associates shall disclose to the Compliance Officer any information received from the state or federal healthcare programs or their agents, such as requests for information/records or notices of recoupment.

All employees, directors, members of the medical staff, contractors, vendors and associates shall adhere to the Code of Conduct as a condition of employment at LSUHSC-S. All employees and affiliated professionals can be disciplined, unto and including suspension, termination or be barred from further employment or affiliation with LSUHSC-S for failure to comply with Federal health care program requirements, LSUHSC-S's policies and procedures, or the failure to report non-compliance.

BRFHH Shreveport, L.L.C. d/b/a University Health Shreveport

By: _____

Rod Huebbers, CEO

Date _____



**University Health Shreveport
University Health Conway**

The University Health Code of Conduct applies to every employee, director, member of the medical staff, contractor, vendor, agent, student and volunteer. New employees, directors, members of the medical staff, contractors, vendors and agents are required to read and sign the document immediately upon employment/association with University Health. Annually, all employees, directors, members of the medical staff, contractors, vendors and agents shall certify that they have received, read, understand and agree to abide by the Code of Conduct. Adherence to the Code of Conduct is a condition of employment and/or continued association with University Health.

University Health Code of Conduct

All employees, directors, members of the medical staff, contractors, vendors and agents of University Health shall conduct all activities in a manner that will promote integrity and compliance while practicing sound ethical and professional judgment.

All employees, directors, members of the medical staff, contractors, vendors and agents of University Health shall abide by all requirements of state and federal healthcare programs and their appointed agents in conjunction with the policies and procedures established by University Health.

University Health employees, directors, members of the medical staff, contractors, vendors and agents shall prepare complete and accurate medical records, financial information and claims for payment.

University Health employees, directors, members of the medical staff, contractors, vendors and agents shall report suspected non-compliant behavior that is believed to violate any statute, regulation or guideline applicable to a state or federal healthcare program or University Health policies to the Compliance Officer. All who report suspected non-compliant behavior have the right to remain anonymous and/or to use the Confidential Disclosure hotline. University Health will not retaliate upon any employee that reports suspect behavior in any form or fashion.

All employees, directors, members of the medical staff, contractors, vendors and associates shall satisfy the mandated annual training requirements.

All employees, directors, members of the medical staff, contractors, vendors and associates shall participate in reviews, investigations, or audits whether conducted by an internal or external agency.

Revised 10/22/2013



**University Health Shreveport
University Health Conway**


All employees, directors, members of the medical staff, contractors, vendors and associates shall refuse any type of illegal offers, remuneration or payments to induce referrals or preferential treatment from a third party.

All employees, directors, members of the medical staff, contractors, vendors and associates shall disclose to the Compliance Officer any information received from the state or federal healthcare programs or their agents, such as requests for information/records or notices of recoupment.

All employees, directors, members of the medical staff, contractors, vendors and associates shall adhere to the Code of Conduct as a condition of employment at University Health. All employees and affiliated professionals can be disciplined, unto and including suspension, termination or be barred from further employment or affiliation with University Health for failure to comply with Federal health care program requirements, University Health's policies and procedures, or the failure to report non-compliance.

I certify that I have read and understood University Health's Code of Conduct. I agree to conduct all of my activities in a manner consistent with the standards set forth in this Code of Conduct.

LOUISIANA STATE UNIVERSITY
HEALTH SCIENCES CENTER

 Robert Barish MD
PRINTED NAME


SIGNATURE

9/30/14
DATE