

CLINICAL SERVICES AGREEMENT

THIS CLINICAL SERVICES AGREEMENT (this "*Agreement*") is made and entered into as of 12:00:01 am CST on March 17, 2014 (the "*Effective Time*"), by and between Our Lady of the Angels Hospital, Inc. ("*Operator*"), a Louisiana non-profit corporation, and The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("*Contractor*"), a public constitutional corporation organized under the laws of the State of Louisiana, on behalf of its Health Care Services Division. Operator and Contractor may also be collectively hereinafter referred to as the "*Parties*", each a "*Party*".

RECITALS:

WHEREAS, prior to the Effective Time, Contractor operated the state hospital located in Bogalusa, Louisiana, known as Bogalusa Medical Center ("*BMC*"), with the public purpose of providing efficient and effective health care to the community;

WHEREAS, the availability of the Clinical Services (as defined below) to be provided pursuant to this Agreement are critical to the health and welfare of the community;

WHEREAS, pursuant to that certain Cooperative Endeavor Agreement (the "*CEA*") executed effective January 14, 2014, by and among Operator, Contractor, the State of Louisiana (through its Division of Administration) and the Louisiana Department of Health and Hospitals, from the Effective Time and thereafter during the term of the CEA, Operator shall provide inpatient, outpatient and other services at the BMC facility (the "*Hospital*") under the terms and conditions set forth in the CEA and any ancillary documents contemplated therein;

WHEREAS, Contractor employs or otherwise contracts with certain health care providers, including, but not limited to, physicians, physician assistants, nurse practitioners, and certified registered nurse anesthetists, duly licensed and qualified in the State of Louisiana;

WHEREAS, Contractor desires to provide health care providers (the "*Health Care Providers*") to Operator for coverage and delivery of patient care to patients of the Hospital as further described on Exhibit A, all in accordance with the terms and conditions hereof; and

WHEREAS, this Agreement is desired by the Parties in order to provide Operator with necessary Health Care Providers for coverage and delivery of efficient and effective patient care to patients of the Hospital;

WHEREAS, except as may be herein more specifically provided, the Parties agree that the terms and conditions of the CEA are incorporated herein and made part hereof by reference and shall supersede any conflicting or contrary term or provision of this Agreement;

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. **DEFINITIONS.** Capitalized terms in this Agreement, not defined elsewhere in this Agreement, shall have the following meanings:

a. Clinical Services. The term "*Clinical Services*" shall mean the services generally described on Exhibit A, which is attached hereto and incorporated herein by reference.

b. Hospital Policies. The term "*Hospital Policies*" shall mean and include the Bylaws and policies and procedures of Operator and/or the Hospital, the Bylaws and rules and regulations of the Medical Staff, the Ethical and Religious Directives (as defined in the CEA) and other policies, practices and procedures of Operator all as are from time to time adopted, authorized and approved.

c. Medical Staff. The term "*Medical Staff*" shall mean the organized medical staff of the Hospital or any duly constituted subdivision thereof.

2. **CONTRACTOR'S OBLIGATIONS.**

a. Clinical Services. During the Term (as defined in Section 6 below) of this Agreement, Contractor shall provide the Health Care Providers to perform the Clinical Services described on Exhibit A at locations as agreed to in writing by Operator and Contractor. Contractor shall also provide Health Care Providers to supervise the operation and provision of such Clinical Services in accordance with Contractor's obligations hereunder. Should any Health Care Provider cease providing or become unavailable to provide Clinical Services (including, but not limited to, a revocation of Staff Privileges), the Parties shall collaborate using reasonable efforts to recruit a mutually agreeable equivalent replacement or substitute Health Care Provider. Exhibit A shall be amended to reflect any corresponding changes to the scope of the Clinical Services to be provided under this Agreement due to any such addition, substitution, deletion or other change in Health Care Providers. Notwithstanding anything to the contrary herein, upon forty-five (45) days' prior written notice from Operator to Contractor, Operator shall be entitled to amend Exhibit A to remove any of the Clinical Services listed thereon, in which case Contractor shall not be obligated to provide such Clinical Services and Exhibit B shall be amended to remove the cost for such Clinical Services.

b. Scheduling. All scheduling decisions regarding the Clinical Services shall be made by collaboration between the Contractor's Director of Provider Services, or his or her designee (the "*Contractor's Representative*") and the Operator's medical director, or his or her designee (the "*Operator's Representative*"). The Contractor's Representative and Operator's Representative shall meet, as is reasonable, to (i) discuss scheduling; (ii) answer questions and address problems that arise regarding scheduling; and (iii) coordinate the Clinical Services of the Health Care Providers.

c. Applicable Standards. Contractor shall, and shall require the Health Care Providers to, at all times render the Clinical Services to patients in a competent, professional and ethical manner in accordance with the prevailing standards of health care practice and in material compliance with all applicable statutes, regulations, rules, orders, and directives of any and all applicable governmental and regulatory bodies having competent jurisdiction, including, without limitation, the Department of Health and Hospitals, the U.S. Department of Health and Human Services, the Centers for Medicare and Medicaid Services and the Joint Commission, and the execution of the Clinical Services shall serve the best interest of the patients. Without limiting the generality of the foregoing, Contractor and the Health Care Providers shall adhere to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990; Sec. 503 of the

Rehabilitation Act of 1973; and Sec. 202 of Executive Order 11246; all as amended. Furthermore, Contractor and the Health Care Providers shall not discriminate in the rendering of the Clinical Services because of race, color, religion, sex, sexual orientation, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor. In addition, Contractor shall require each Health Care Provider to perform all of his/her Clinical Services in accordance with all Hospital Policies, including, without limitation, those relating to timely completion of medical records.

d. Use of Premises. Contractor covenants not to use, or permit any Health Care Provider to use, any part of the premises of the Hospital for any purpose other than those purposes related to the performance of the Clinical Services required hereunder, unless otherwise mutually agreed to by the Parties in writing.

e. Payment Programs with Third Parties. Contractor shall, and shall cause all Health Care Providers to, participate in any third-party payment programs in which the Hospital participates, including, without limitation, Medicare and Medicaid.

f. Medical Records.

- i. Contractor, in accordance with Hospital Policies, shall cause the Health Care Providers to prepare and promptly file with the appropriate staff member of the Hospital, reports of all examinations and procedures performed in the Hospital and shall maintain an accurate, legible and complete file within the Hospital of all such reports and supporting documents in order to, among other matters, document the medical necessity of the Clinical Services provided and to support the proper coding of claims. Contractor, in accordance with Hospital Policies, shall cause the Health Care Providers to timely prepare and file such additional or supplementary reports as the Hospital and/or Operator may reasonably request and be prepared to analyze and interpret such reports upon reasonable request by the Hospital and/or Operator.
- ii. The ownership and right of control of all reports, records and supporting documents prepared in connection with the Clinical Services shall vest exclusively in Operator and shall not be removed or transferred from the Hospital except in accordance with applicable state and federal laws and regulations, Hospital Policies, and/or the terms of this Agreement; provided, however, that Contractor and/or the Health Care Providers shall have the right to access, inspect or obtain copies of such reports, records and supporting documents upon reasonable request, subject to the requirements and restrictions of all applicable laws.

g. Required Disclosures. Contractor shall notify Operator, in writing, within seven (7) days after obtaining knowledge that any of the following events has occurred:

- i. Any Health Care Provider's license to practice in the State or any other jurisdiction lapses or is denied, suspended, revoked, terminated, relinquished or made subject to terms of probation or other restriction;
- ii. Any Health Care Provider's Medical Staff membership and/or privileges at any health care facility are denied, suspended, revoked, terminated, relinquished (under threat of disciplinary action), or made subject to terms of probation or other restriction;
- iii. Any Health Care Provider has at any time been excluded from participation in any federally funded health care program including, without limitation, Medicare and Medicaid;
- iv. Contractor or any Health Care Provider is required to pay damages in any malpractice action by way of judgment or settlement;
- v. Contractor or any Health Care Provider becomes the subject of an investigatory, disciplinary, or other proceeding before any governmental, professional, licensing board, medical staff, or peer review body; or
- vi. Contractor's or any Health Care Provider's conviction of a criminal offense related to health care or Contractor's or any Health Care Provider's listing by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation.

h. Qualifications and Privileges.

- i. *Qualifications of the Health Care Providers.* The Clinical Services to be rendered hereunder shall be performed by such qualified Health Care Providers as may be employed by or under contract with Contractor.
- ii. *Medical Staff Privileges.* The right to grant privileges to any Health Care Provider as Medical Staff shall remain with Operator. Health Care Providers presented by Contractor to Operator shall be granted Medical Staff privileges ("**Staff Privileges**") at the Hospital in accordance with the Hospital Policies, except that neither Contractor nor any Health Care Provider shall be responsible for any fees charged by Operator, the Hospital or the Medical Staff in conjunction with applying for or maintaining Staff Privileges. Contractor shall require all Health Care Providers to complete Operator's standard application documents including, without limitation, standard waivers and releases. Subject to the requirements of qualifying for Staff Privileges, Operator and/or the Hospital shall grant Staff Privileges to qualified Health Care Providers identified by Contractor, shall not unreasonably withhold the granting of Staff Privileges to qualified Health Care Providers, and shall process all applications for Staff Privileges in the same manner as it processes applications for other providers. Health Care Providers granted Staff

Privileges shall receive the rights and privileges, and be subject to the responsibilities, of membership on the Medical Staff; provided however, the Health Care Providers shall: (i) be subject to removal from the Medical Staff pursuant to Section 4(d) below; and (ii) lose any Medical Staff membership automatically when such Health Care Provider is no longer authorized by Contractor to serve hereunder.

i. Obligations of the Health Care Providers.

- i. *Cooperation with Risk Management and Quality Initiatives.* Contractor shall require that the Health Care Providers participate in Operator's quality assurance, risk management, patient safety, and cost management programs, as reasonably requested by Operator and only as said Health Care Provider may be otherwise available. Contractor covenants that, at all times hereunder, prompt and impartial medical diagnosis and treatment shall be given to all patients under the care of the Health Care Providers.
- ii. *Marketing.* The Health Care Providers shall participate in Operator sponsored events intended to improve awareness of the Hospital's comprehensive services or to create community awareness about the Hospital's services, as reasonably requested by Operator and only as said Health Care Provider may be otherwise available. Operator will be responsible for marketing the appropriate aspects of the Clinical Services.
- iii. *Continuing Education.* The Health Care Providers shall fulfill continuing education requirements and also additional training as required with respect to new procedures, techniques and treatments related to their field of practice.
- iv. *Medical Staff Participation.* As reasonably requested by Operator and only as said Health Care Provider is otherwise available: (i) the Health Care Providers shall participate in the development of Hospital Policies, specifically Medical Staff policies and procedures that impact their field of practice; and (ii) the Health Care Providers shall actively participate, as available, in Medical Staff activities by attending meetings, attending Medical Staff functions, and serving on appropriate committees.

3. OPERATOR'S OBLIGATIONS.

a. Policies and Procedures. Operator agrees to make available to Contractor, as well as the Health Care Providers, copies of the Hospital Policies. Operator agrees to notify Contractor, in a timely manner, of any proposed, anticipated or actual changes to the Hospital Policies in the same manner it notifies its employees of such changes.

b. Support Provided by Operator. Operator shall make the following available to Contractor and the Health Care Provider at the Hospital's sole cost and expense and in such quality to facilitate the efficient and effective provision of the Clinical Services.

- i. *Office Space.* Operator shall provide sufficient office space equipped with desks, chairs, and telephone and such other equipment and amenities as are generally provided to other Hospital professional providers to the extent necessary for providing the Clinical Services at the Hospital.
- ii. *Clinical Personnel.* Operator shall provide qualified clinical personnel to assist the Health Care Providers in providing the Clinical Services at the Hospital as determined reasonably necessary by the Operator.
- iii. *Office Personnel.* Operator shall provide qualified office personnel to assist the Health Care Providers in providing the Clinical Services at the Hospital as determine reasonably necessary by Operator.
- iv. *Equipment.* Operator shall supply equipment for use by Health Care Providers to provide the Clinical Services at the Hospital as determined reasonably necessary by Operator.
- v. *Monthly Call List.* The Operator's Representative shall prepare and publish monthly a call list of Medical Staff health care providers with Staff Privileges who will be available to provide consultation and follow-up care to patients of the Health Care Providers.
- vi. *Medical Records.* Operator shall provide medical record support to Health Care Providers in a manner consistent with the medical record support provided to other health care providers of the Hospital.

c. Participation in Medicaid. Operator shall participate in Medicaid programs, in accordance with the CEA.

4. MUTUAL COVENANTS.

a. Use of Names. Operator shall not use Contractor's name or logo, or the name or logo of any of Contractor's affiliates, except upon written approval of Contractor Representative. Contractor shall not use Operator's name or logo, or the name or logo of any of Operator's affiliates, except upon written approval of the Operator Representative. Notwithstanding the foregoing, any employee or representative of the Hospital may disclose to a patient of the Hospital that the patient will be seen by or treated by a Health Care Provider who is providing Clinical Services as an independent contractor of the Hospital.

b. Access to Records and Record Retention. Contractor and Operator 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 a period of four (4) years after the provision of any Clinical Services, 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 to access this Agreement, as well as the books, documents, and records kept in connection with the Clinical Services in the event that such access is requested in writing and is made in

accordance with applicable federal regulations. Furthermore, Contractor's auditors, the Louisiana Legislative Auditor's office and the Office of the Governor – Division of Administration auditors shall have the right upon reasonable written notice to inspect and audit, during Operator's regular business hours and at no expense to Operator, the books and records of Operator and the Hospital.

c. Cooperation in Litigation. Each Party shall provide information and testimony and otherwise assist the other Party in defending against litigation brought against a Party, its directors, officers or employees based upon a claim of negligence, malpractice or any other cause of action, arising under this Agreement, except when the other Party is a named adverse party.

d. Dispute Resolution. Operator agrees to advise Contractor promptly of any questions which arise concerning the professional qualifications, clinical performance or interpersonal problems associated with any Health Care Provider. Contractor agrees to use its best efforts to attempt to resolve any such questions promptly to the satisfaction of Operator including, without limitation, meeting and/or counseling with the Health Care Provider. If Contractor is unable to resolve such question to the satisfaction of Operator, and Operator determines in good faith that the underlying problem is sufficiently serious to warrant disciplinary action, Contractor shall require that such Health Care Provider refrain from providing Clinical Services at the Hospital for a period of no less than two (2) weeks to permit Contractor to investigate and evaluate the problem further. Following such investigation and evaluation, Contractor shall discuss the problem with Operator. If the problem has not been resolved to the satisfaction of Operator, Operator reserves the right to require the removal of the subject Health Care Provider from service at the Hospital. In such cases, Contractor shall send notice to the Health Care Provider revoking their authorization to provide Clinical Services under this Agreement, and, in accordance with Section 2(a) of this Agreement, the Parties shall collaborate using reasonable efforts to recruit a mutually agreeable equivalent replacement or substitute Health Care Provider. In the event that no mutually agreeable equivalent replacement or substitute Health Care Provider can be recruited, for any reason whatsoever, **Exhibit A** shall be amended to reflect the change in the scope of the Clinical Services to be provided under this Agreement and **Exhibit B** shall be amended to reflect any corresponding changes in compensation due to Contractor hereunder.

e. Civil Rights. Contractor and Operator 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 as amended, the 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. Contractor and Operator agree not to discriminate in their employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

f. Compliance with HIPAA. Each Party agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d (“**HIPAA**”) and any current and future regulation promulgated thereunder including, but without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “**Federal Privacy Regulations**”), the federal security standards contained in 45 C.F.R. Part 142, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as “**HIPAA Requirements**”, to the extent applicable. Each Party agrees not to use or further disclose any Protected Health Information or Individually Identifiable Health Information

(both as defined in HIPAA and/or the HIPAA Requirements), other than as permitted by the HIPAA Requirements and the terms of this Agreement. To the extent applicable under HIPAA, each Party shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

5. COMPENSATION.

a. Payment to Contractor. The Parties agree to the compensation terms and provisions set forth on Exhibit B with respect to the Clinical Services, attached hereto and incorporated herein by reference in its entirety. In addition to the compensation terms and provisions set forth on Exhibit B, Operator shall pay to Contractor: (i) an annual administrative fee of \$250,000.00 (the "*Administrative Fee*"), which shall be paid in two payments of \$125,000.00 each January 1 and July 1 for each year of the Term; and (ii) the full ORM invoiced amount for malpractice insurance for the Health Care Providers for each fiscal year, which amount shall not exceed the actual costs to HCSD and which shall be payable within thirty (30) days of any invoices related thereto. Notwithstanding the foregoing, the first payment on the Administrative Fee shall be due and payable from Operator to Contractor as of the Effective Time.

b. Timing of Payment. Contractor shall submit monthly invoices to Operator, and Operator shall pay the amounts due within fifteen (15) days of receipt of such invoices.

c. Submission of Timesheets. Contractor shall cause the Health Care Providers to complete and submit timesheets or other documentation of time as reasonably requested by Operator setting forth with particularity the date, time, and duration of the Clinical Services provided under this Agreement.

d. Assignment of Billing. All income and fees that the Health Care Providers earn or generate from the provision of Clinical Services during the term of this Agreement shall belong to Operator, except as the Parties otherwise mutually agree. Exhibit C attached hereto reflects the Health Care Providers for whom the Parties have otherwise mutually agreed that income and fees shall not be assigned to Operator, and Exhibit C shall be promptly amended by the Parties to reflect any mutually agreed changes thereto. Except as otherwise mutually agreed, Contractor, on its behalf and on behalf of the Health Care Providers, hereby assigns to Operator all of its right to bill and collect for the Clinical Services rendered pursuant to this Agreement, and will cause the Health Care Providers to execute any additional documents required by Operator in order to effectuate such assignment of billing and collections rights to Operator. Except for those Health Care Providers for whom the Parties have otherwise mutually agreed that income and fees shall not be assigned to Operator, if Contractor receives any payments from any party other than Operator for any items or services provided by Contractor or the Health Care Providers under this Agreement, Contractor shall, immediately upon receipt, remit to Operator or its agent any and all such payments. Contractor agrees to cooperate with and cause the Health Care Providers to cooperate with Operator in providing information necessary for the prompt and accurate billing of the Clinical Services.

6. **TERM.** This Agreement shall be effective as of the Effective Time and shall continue in full force and effect until June 30, 2015, which term shall automatically renew for successive twelve (12) month intervals on a year-by-year basis until the earlier of: (a) the termination of the CEA; or (b) the termination of this Agreement pursuant to Section 7 below (the "*Term*").

7. TERMINATION.

a. Termination by Mutual Consent or Without Cause. This Agreement may be terminated by the mutual, written consent of the Parties. Further, either Party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other Party.

b. Termination for Breach. Except as more specifically set forth below, either Party may terminate this Agreement upon breach by the other Party of any material provision of this Agreement, provided such material breach continues for thirty (30) days after receipt by the breaching Party of written notice of such breach from the non-breaching Party without the breaching Party commencing a cure of said breach within the thirty (30) day period and diligently prosecuting said cure (even if the cure is not complete within such thirty [30] day period).

c. Termination by Operator for Cause. Operator may terminate its obligations under this Agreement, if Contractor fails to maintain the insurance required under this Agreement.

d. Termination by Contractor for Cause. Contractor may terminate this Agreement immediately by written notice to Operator upon the occurrence of any of the following events: (i) failure by Operator to maintain the insurance required under this Agreement; and/or (ii) Operator's conviction of a criminal offense related to health care, or Operator's listing by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation.

e. Termination for Changes in Law. Should any law, regulation or procedure of the government or any governmental agency, or the Parties reasonable interpretation thereof, require a change which materially affects the ability of a Party to satisfy any provision of this Agreement, the Parties shall renegotiate, in good faith, the affected provision so that such provision can be satisfied in accordance with such law, regulation or procedure, and the Parties agree to add an addendum to this Agreement bringing the Agreement into compliance with such law. If the Parties are unable, within ninety (90) days, to agree on an acceptable change to the affected provision, the provision shall be severed in accordance with Section 10(I) below. If such severance materially affects the administration of this Agreement, either Party may terminate this Agreement upon no less than thirty (30) days' prior written notice to the other Party.

f. Effect of Termination. As of the effective date of termination of this Agreement, neither Party shall have any further rights or obligations hereunder except:

- i. as otherwise provided herein;
- ii. for rights and obligations accruing prior to such effective date of termination; or
- iii. for rights and obligations arising as a result of any breach of this Agreement.

8. STATUS OF CONTRACTOR AND HEALTH CARE PROVIDERS.

a. Independent Contractor. The Clinical Services provided by Contractor pursuant to this Agreement shall be as an independent contractor. In providing the Clinical Services to Operator, the Health Care Providers will be acting in the course and scope of their employment,

appointment, or assignment for, or on behalf of, Contractor and shall not be entitled to receive or accept from Operator any remuneration or other compensation whatsoever for the Clinical Services. It is expressly acknowledged and stipulated by the Parties that each Health Care Provider providing Clinical Services to Operator is and shall be an employee or contractor solely of Contractor and shall not, for any purpose whatsoever, be or be considered an employee, representative, or agent of Operator.

b. No Employer/Employee Relationship. Nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to create an employer/employee relationship or a joint venture relationship between the Parties or to allow Operator to exercise control or direction over the manner or method in which Contractor or the Health Care Providers perform the Clinical Services. The provisions set forth in this Section 8 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

c. Incurring Liabilities. Neither Party shall have the authority to bind the other Party under any contract or agreement or incur any debts or other obligations on behalf of the other Party.

d. Statutory Employer. Notwithstanding the foregoing, and to the extent allowed by law, for purposes of the Louisiana Workers' Compensation Law, LA R.S. 23:1021 *et seq.*, Operator and Contractor agree that the Clinical Services performed by Contractor and the Health Care Providers are an integral part of and are essential to the ability of Operator to generate Operator's goods, products and/or services, and that the Clinical Services of Contractor and/or the Health Care Providers shall be considered part of Operator's trade, business, and occupation, for purposes of LA R.S. 23:1061(a)(1). Furthermore, Operator and Contractor agree that Operator is the principal or statutory employer of the Health Care Providers for purposes of LA R.S. 23:1061(a) only. Irrespective of Operator's status either as the statutory employer or as the special employer (as defined in LA R.S. 23:1031(C)) of the Health Care Providers, and regardless of any other relationship or alleged relationship between Operator and the Health Care Providers, Contractor shall be and remain at all times primarily responsible for the payment of Louisiana Workers' Compensation benefits to its employees, and neither Contractor nor its underwriters shall be entitled to seek contribution for any such payments from Operator.

e. Tax Treatment. Contractor understands and agrees that:

- i. Contractor and the Health Care Providers will not be treated as employees of Operator for federal tax purposes;
- ii. Operator will not withhold on behalf of Contractor or the Health Care Providers any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law, or make available to Contractor or the Health Care Providers any of the benefits afforded to employees of the Operator; and
- iii. All such payments, withholdings, and benefits, if any, are the sole responsibility of Contractor.

In the event that the Internal Revenue Service or any other governmental agency should question or challenge the status of Contractor or the Health Care Providers, the Parties hereto mutually agree that both Contractor and Operator 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.

9. INSURANCE AND INDEMNIFICATION.

a. Contractor's Insurance Obligations. Contractor agrees to furnish Operator, upon request, a Certificate of Insurance providing evidence that Contractor is covered for worker's compensation and general liability under the plan administered by the Louisiana State Office of Risk Management. Contractor warrants that Contractor and the Health Care Providers are provided professional liability coverage in accordance with the provisions of Louisiana Revised Statutes 40:1299.39, *et seq.*, for the Clinical Services. With respect to liability arising out of medical malpractice, the obligation of Contractor 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.*

b. Operator's Insurance Obligations.

- i. *Professional Liability Insurance.* Operator and/or the Hospital, as the case may be, shall be enrolled, and maintain such enrollment at all times hereunder, as a qualified health care provider in the Louisiana Patients' Compensation Fund ("*PCF*") and maintain in effect at all times hereunder (i) commercial professional liability insurance or self-insurance coverage with limits of not less than \$100,000 per occurrence, or such other amount as may be required to maintain its status as a qualified provider in the PCF, and (ii) such additional coverage as shall be obtained by paying the applicable surcharge to remain qualified for PCF coverage, in form and substance acceptable to Contractor.
- ii. *General Liability Insurance.* Operator and/or the Hospital, as the case may be, shall provide and maintain general liability insurance in amounts that are reasonable and customary in the hospital industry with contractual liability coverage for the obligations of Operator and the Hospital hereunder. Operator agrees to name Contractor as an additional named insured on such policy.
- iii. *Worker's Compensation Insurance.* Operator and/or the Hospital, as the case may be, shall maintain Worker's Compensation insurance with Louisiana Statutory Benefits and Employer's Liability Coverage with limits as statutorily required under Louisiana law.
- iv. *Certificates.* All insurance coverage required to be maintained by Operator shall be obtained from an insurance carrier acceptable to Contractor. Certificates of Insurance shall be provided to Contractor evidencing all coverage required to be maintained by Operator hereunder and each such certificate shall contain a provision that the insurance coverage evidenced thereby shall not be terminated, canceled, reduced, or not renewed without first providing a minimum of sixty (60) calendar days' notification of such information to Contractor.

- v. Revisions. All of the requirements provided for in this Section 9(b) shall be subject to revision from time to time consistent with industry practice.

c. Contractor's Indemnity Obligations. To the extent permitted by applicable law, Contractor hereby agrees to defend, indemnify and hold harmless Operator, its shareholders, members, directors, managers, officers, representatives, agents, and employees (collectively, "***Operator Indemnified Parties***"), which shall specifically exclude any Health Care Providers) from and against any and all claims, demands, damages, suits, causes of action, losses and expenses of any nature (including, without limitation, any court costs and reasonable attorneys' fees) (collectively, "***Claims***"), resulting from, but not limited to, death, personal injury, illness, property damage, or products liability arising from or in connection with the negligence, error or omission of Contractor or any Health Care Provider, but only to the extent that such Claims are caused by the negligence, error or omission of Contractor or any Health Care Provider. Contractor shall not indemnify or defend Operator or hold Operator harmless against any claim, suit or loss to the extent such claim, suit or loss is covered by Operator's insurance or is caused by Operator or Operator Indemnified Parties.

d. Operator's Indemnity Obligations. Operator hereby agrees to defend, indemnify and hold harmless Contractor, its members, directors, managers, officers, representatives, agents, and employees (collectively, "***Contractor Indemnified Parties***") from and against any Claims resulting from, but not limited to, death, personal injury, illness, property damage or products liability arising from or in connection with the negligence, error or omission of Operator or any of its employees (specifically excluding any employee, agent or Health Care Provider of Contractor), but only to the extent that such Claims are caused by the negligence, error or omission of Operator or any of its employees. Operator shall not indemnify or defend Contractor or hold Contractor harmless against any claim, suit or loss to the extent such claim, suit or loss is covered by Contractor's insurance or is caused by Contractor, Contractor Indemnified Parties or any Health Care Provider.

e. Mutual Indemnity. Notwithstanding any other provision in this Agreement, each Party shall comply with, and shall hold harmless, indemnify, protect, and defend the other (and their respective Indemnified Parties) from and against such Party's violation of any applicable provisions of federal, state and/or local statutes, rules and regulations, including, without limitation, HIPAA, COBRA, the fraud and abuse and anti-kickback statutes.

f. Survival. The indemnity obligations of the Parties under this Agreement, including, but not limited to, those obligations set forth in this Section 9, shall survive the termination of this Agreement for a period of time equal to the prescriptive period for any Claim which is indemnifiable under this Agreement.

g. Overpayments. Notwithstanding the provisions of this Section 9, each Party shall be responsible for refunding any excess amounts or overpayments which that Party receives or received from third-party payers.

10. GENERAL PROVISIONS.

a. Nonexclusivity. The Clinical Services are provided to Operator on a nonexclusive basis, and this Agreement in no way shall be construed to limit or impede Contractor's right to provide similar or related services to any other person or entity or Operator's right to

purchase or otherwise acquire similar or related services from any other person or entity.

b. Legal Representation of the Parties. This Agreement and the Exhibits attached hereto were negotiated by the signatories hereto with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement and/or the Exhibits attached hereto to be construed or interpreted against any signatory hereto shall not apply to any construction or interpretation hereof.

c. Expenses. Except as otherwise provided in this Agreement, each Party to this Agreement will bear its respective fees and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement, including all fees and expenses of its representatives. If this Agreement is terminated, the obligation of each Party to pay its own fees and expenses will be subject to any rights of such Party arising from a breach of this Agreement by another Party.

d. Entire Agreement; Modification. This Agreement and the Exhibits attached hereto, all as amended, contain the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. Notwithstanding the foregoing, the Parties acknowledge that in the event that any provisions of this Agreement conflict with the provisions of the CEA, the provisions of the CEA shall govern. This Agreement may not be amended or modified except by mutual written agreement.

e. Incorporation of Recitals and Exhibits. The Parties agree and acknowledge that the foregoing recitals are true and correct, are incorporated herein by reference and are made a part hereof in their entirety. The Parties agree and acknowledge that the Exhibits attached hereto are incorporated herein by reference and are made a part hereof in their entirety.

f. Governing 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 Louisiana, and East Baton Rouge Parish, Louisiana, shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding between the Parties that may be brought or arise out of or in connection with or by reason of this Agreement. The provisions set forth in this Section 10(f) shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

g. Counterparts. This Agreement and any amendments hereto shall be in writing and may be executed in multiple copies by Operator and Contractor. Each multiple executed copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

h. Enforcement and Attorneys' Fees. If it becomes necessary for one Party to employ the services of an attorney for the protection and enforcement of its rights under this Agreement, or to interpret this Agreement, or to compel performance of the other Party's obligations under this Agreement, the Party prevailing in such action shall be entitled to recover from the other Parties the cost of such action so incurred, including, without limitation, reasonable attorneys' fees, costs and necessary disbursements prior to trial, at trial and on appeal, in addition to any other relief to which such Party shall be entitled.

i. Authority. Each Party represents and warrants that it has the right, authority and power to enter into this Agreement. Each individual who has executed this Agreement is of the full age of majority, is competent, and has the authority to execute this Agreement on behalf of the entity which he/she represents.

j. Gender and Number. Whenever the context herein requires, the gender of all words shall include the masculine, feminine, and neuter and the number of all words the singular and plural.

k. 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. Notwithstanding the foregoing, each of the Parties shall, at any time and from time to time at and after the execution of this Agreement, upon the reasonable request of another Party, take any and all steps reasonably necessary to consummate this Agreement and the transactions contemplated hereby, and will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to consummate this Agreement and the transactions contemplated hereby.

l. Severability. If an arbitrator or a court of competent jurisdiction finds any term of this Agreement or any Exhibit attached hereto to be invalid, illegal, or unenforceable, then that term will be curtailed, limited or deleted, but only to the extent necessary to remove the invalidity, illegality, or unenforceability, and without in any way affecting or impairing the remaining terms.

m. Notices. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to

have been duly given when delivered personally or three (3) days after being deposited in the United States mail, postage prepaid, or one (1) day after being deposited with the overnight courier, addressed as follows:

If to Operator:

Our Lady of the Angels Hospital, Inc.
4200 Essen Lane
Baton Rouge, Louisiana 70809
Attn: Chief Executive Officer

with a copy to:

Franciscan Missionaries of Our Lady
Attn: General Counsel
4200 Essen Lane
Baton Rouge, Louisiana 70810

If to Contractor:

Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808
Attn: Executive Vice President for Health Care

with a copy to:

LSU System Office
3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808
Attn: Vice President of Health Affairs

with a copy to:

LSU Health Care Services Division
5429 Airline Highway
Baton Rouge, Louisiana 70805
Attn: Chief Executive Officer

with a copy to:

Taylor, Porter, Brooks & Phillips, L.L.P.
Attn: Jon N. "Blue" Loupe
451 Florida St., 8th Floor
Baton Rouge, Louisiana 70801

or to such other persons or places as either Party may from time to time designate by written notice pursuant to this Section 10(m).

n. Waiver. No waiver by any Party of any breach of this Agreement no matter how long continuing nor how often repeated, shall be construed as a waiver of any subsequent breach; nor shall any delay or omission by any Party to exercise any right under this Agreement be construed as a waiver of that right. No waiver shall be deemed valid unless it is in writing and signed by an authorized representative of each affected Party.

o. Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

p. Assignment; Binding Effect. Except as expressly set forth in this Agreement, no Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted

assigns of the Parties.

q. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as conferring any benefit, either directly or indirectly, on any person or entity not a Party to this Agreement.

r. Referrals. The Parties acknowledge that none of the benefits granted Contractor or any Health Care Provider hereunder are conditioned on any requirement that Contractor or any Health Care Provider make referrals to, be in a position to make or influence referrals to, or otherwise generate business for, Operator or the Hospital. The Parties further acknowledge that no Health Care Provider is restricted from establishing staff privileges at, referring any patient to, or otherwise generating any business for, any other hospital or health care facility of his/her choosing. In the event a Health Care Provider hospitalizes a patient, or if a Health Care Provider deems any ancillary service necessary, said Health Care Provider shall be free to use any hospital or ancillary services he or she deems appropriate, in his or her sole discretion. Furthermore, the Parties agree that the compensation paid to Contractor under this Agreement represents the fair market value of the Clinical Services provided.

s. 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 deemed 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.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGES]**

[Signature page for Clinical Services Agreement]

IN WITNESS WHEREOF, the Parties have executed this Clinical Services Agreement effective the 17th day of March, 2014.

**Board of Supervisors of
Louisiana State University and
Agricultural and Mechanical College**

By: Frank J. Gellha OPELKA
Title: Executive Vice President, LSU

Our Lady of the Angels Hospital, Inc.

By: _____

Title: _____

[Signature page for Clinical Services Agreement]

IN WITNESS WHEREOF, the Parties have executed this Clinical Services Agreement effective the 17th day of March, 2014.

**Board of Supervisors of
Louisiana State University and
Agricultural and Mechanical College**

By: _____

Title: _____

Our Lady of the Angels Hospital, Inc.

By: Robert S. Surjus

Title: President/ CEO

**EXHIBIT A
CLINICAL SERVICES**

GARY A PARKER, DDS CFMS#713302

Provide primary care and special care dental services to HIV/AIDS women, children, infants and youth patients through funding from Part D of the Ryan White HIV/AIDS Treatment and Modernization Act of 2006. Will be responsible for working with hospital to coordinate dental services for the HIV/Aids patients. Will send reports to hospital staff as to how many patients have been served and the services provided.

WOMAN'S HOSPITAL FOUNDATION CFMS#701473

Provide professional medical services in the field of Maternal-Fetal Medicine for the treatment of high risk obstetrical patients. Will provide 24/7/365 coverage of clinic patients during non scheduled clinic hours by telephone consultation only. Provide administrative, professional and teaching functions within related departments of hospital as necessary to assure hospitals' compliance with requirements of accrediting and licensing bodies. Handle all complaints concerning the clinic from fellow physicians, patients, nurses and clerical staff at whatever level the problem lies and report such complaints and their resolution to Hospital. Meet with hospital administration on a regular basis to discuss status, progress and future of the clinic, including plans to updating equipment and procedures. Ensure proper quality assurance activity relating to standards of patient care and participate fully in hospitals quality assurance, risk management and utilization review programs.

SOUTH LOUISIANA ENT, FACIAL PLASTICS & HAIR RESTORATION CFMS#726936

Provide physician services in the specialty of Ear, Nose and Throat care. These services shall include at a minimum (1) 8-hour clinic per week. Perform surgical procedures as required. Work with and assist in training resident physicians and medical students as requested. Provide administrative duties which include completing patient reports needed for patient evaluations and diagnoses and staff instruction on procedures and care of special patients. Participate in medical staff and peer review duties, serve on committees and in work groups as required.

FLORIDA PARISHES SURGICAL ASSOCIATES, LLC CFMS#701331

Provide and be responsible for coordinating and delivering surgical care and providing surgical care on-call coverage for hospital and emergency room, 24/7/365. Provide a minimum of 20 hrs/wk of surgery clinic hours, 20 hrs/wk for surgical consults, perform major and minor surgical procedures and provide post-procedure patient care and follow up.

SUSAN ANTHONY CRAWFORD, M.D., EAR-NOSE & THROAT SPECIALIST, INC; APMC CFMS#712377

Provide services in the specialty of otolaryngology (ear, nose and throat) to patients. Services will be provided on an as needed basis to assure appropriate patient treatment and care and will include ear, nose and throat procedures as necessary. Provide clinic services as requested. Services will include administrative and medical staff duties and participation on committees, peer review groups and on work groups as needed and required.

will work with contractor in utilization of services by emergency department and other physicians to ensure appropriate use of radiology services. Physician will provide monthly educational offerings to the staff technologists in coordination with the department director. Physician will participate in peer review, all radiology CQI activities, Radiology department meetings and in-service training and will regularly attend medical staff meetings. Will also provide administrative duties.

MEDIPOINT STAFFING, LLC **CFMS#715373**

Provide physician(s) acceptable to hospital for the provision of physician coverage on dates agreed upon by both parties.

LOCUMTENENS.COM, LLC **CFMS#715214**

Provide qualified professionals as requested by hospital.

JOE E. JOHNSON, JR., M.D., APMC **CFMS#726758**

Provide clinical pulmonary services. See patients in clinic setting, read pulmonary function tests, perform bronchoscopes and any other pulmonary procedures as needed. Provide physician leadership for the pulmonary department and participate in all quality improvement/disease management initiatives. Work with and provide didactic education for residents rotating on the service. Administrative duties will also be provided.

STANLEY HALL, M.D.

Will provide anesthesiologist services. Will work primarily Monday through Friday during normal business hours and provide back-up call coverage for CRNAs. Will supervise all CRNAs in the department and complete interval evaluations to monitor their performances. Will lead the anesthesiology department and ensure the department provides standard care of practice.

HENRY HAWNEY, M.D.

Will provide anesthesiologist services. Will work as requested by the hospital and provide back-up call coverage for CRNAs. Will supervise all CRNAs in the department and complete interval evaluations to monitor their performances. Will lead the anesthesiology department and ensure the department provides standard care of practice.

CHRISTOPHER BROUSSARD, M.D.

Will provide anesthesiologist services. Will work as requested by the hospital and provide back-up call coverage for CRNAs. Will supervise all CRNAs in the department and complete interval evaluations to monitor their performances. Will lead the anesthesiology department and ensure the department provides standard care of practice.

HCSD Employees

Additionally, Contractor will provide Primary Care services consisting of Physicians and Advanced Practice Nurse Practitioners, and PA's in accordance with the Operator's schedule. Location of the services include the Hospital and outpatient clinic areas.

Contractor's employees, which are employees of the state, must comply with the holiday, vacation and sick leave policies as dictated by the LSU Health Care Services Division Policies and Procedures and the LSU

System By-Laws. Operator may have flexibility of the scheduled days off for the Health Care Providers , but must equal the allowed quantity of leave provided for by LSU Health Care Services Division.

Contractor will ensure appropriate credentials checks have been performed for each Health Care Provider and that each Health Care Provider is qualified and in good standing with state and federal agencies.

**EXHIBIT B
COMPENSATION FOR CLINICAL SERVICES**

Vendor Name	Description	Estimate for March 17 - June 30, 2014	FY15 Amount	FY14 - FY15 Amount
Advanced Neurodiagnostic Center	Neurology Services (Sleep, EEG, EMG, Clinic)	\$63,871	\$220,000	\$283,871
Bitar, Camille, M.D.	Infectious Disease Services (Clinic, IP Consult, HRSA grant)	\$45,039	\$120,000	\$165,039
Broussard, Christopher, M.D.	Anesthesiologist MD Coverage	\$45,080	\$153,120	\$198,200
Cazayoux, W. Ross, M.D.	Urology services (Clinic & Procedure)	\$43,548	\$150,000	\$193,548
Crawford, Susan A., M.D.	ENT Services (Free Care Clinic & Procedure)	\$9,726	\$33,500	\$43,226
Florida Parishes Surgical Associates	Surgical care/on-call	\$175,322	\$600,000	\$775,322
Hall, Stanley, M.D.	Anesthesiologist MD Coverage	\$174,194	\$600,000	\$774,194
Hawney, Henry, M.D.	Anesthesiologist MD Coverage	\$45,080	\$153,120	\$198,200
Hebert, Glynn A, M.D.,	Primary care clinic services	\$81,290	\$280,000	\$361,290
Johnson, Joe E., M.D.	Pulmonary	\$25,200	\$93,600	\$118,800
LocumTenens.com, LLC	Physician Staffing	\$87,097	\$100,000	\$187,097
Medipoint Staffing, LLC	Physician Staffing	\$115,757	\$400,000	\$515,757
Murphy, Brian, Ph.D	Psychological evaluations	\$4,355	\$15,000	\$19,355
Palazzo, Anthony J., M.D.	Pediatric on-call	\$5,966	\$20,550	\$26,516
Parker, Gary, DDS	Dentist (HRSA grant)	\$2,323	\$8,000	\$10,323
Regional Radiology	Radiology services	\$452,903	\$1,560,000	\$2,012,903
South Louisiana ENT	ENT Services (Clinic & Procedure)	\$34,615	\$120,000	\$154,615
Tabari, Hossein K., M.D.	Nephrology Services	\$4,355	\$15,000	\$19,355
Van Meter Emergency Physicians	Emergency Services	\$465,438	\$1,603,175	\$2,068,612
Woman's Hospital Foundation	Maternal-Fetal Medicine	\$11,613	\$40,000	\$51,613
HCSD Contract Subtotal		\$1,892,771	\$6,285,065	\$8,177,836

Employee Name	Description	Estimate for March 17 - June 30, 2014	FY15 Amount	FY14 - FY15 Amount
Lanata	Podiatrist	\$63,692	\$220,800	\$284,492
Au	CRNA	\$81,606	\$282,900	\$364,506
Buenaflor	OBGYN	\$93,978	\$325,790	\$419,768
Burns	Psychiatrist	\$79,615	\$276,000	\$355,615
Devlin	CRNA Supervisor	\$90,363	\$313,260	\$403,623
Gallaspy	OBGYN	\$103,500	\$358,800	\$462,300
Hussain	Gastroenterology	\$144,900	\$502,320	\$647,220
Koepp	CRNA	\$81,606	\$282,900	\$364,506
Kuhn	CRNA	\$88,373	\$306,360	\$394,733
Pham	Medical Director / Internal Medicine	\$109,471	\$379,500	\$488,971
Lopez	CRNA	\$81,606	\$282,900	\$364,506
Texada	OBGYN	\$75,635	\$262,200	\$337,835
Waggoner	Physicians Assistant	\$32,364	\$112,194	\$144,558
Wascom	Nurse Practitioner	\$35,827	\$124,200	\$160,027
Williams	Nurse Practitioner	\$35,190	\$121,992	\$157,182
VACANT	Family Practice	\$85,587	\$296,700	\$382,287
VACANT	Pulmonologist	\$115,442	\$400,200	\$515,642
VACANT	Primary Care	\$79,615	\$276,000	\$355,615
VACANT	Psychiatrist	\$79,615	\$276,000	\$355,615
VACANT	Hospitalist	\$79,615	\$276,000	\$355,615
VACANT	Hospitalist / Cardiologist	\$79,615	\$276,000	\$355,615
HCSD Employee Subtotal		\$1,717,216	\$5,953,016	\$7,670,233
TOTAL		\$3,609,987	\$12,238,081	\$15,848,068

EXHIBIT C
NON-ASSIGNED BILLINGS

Van Meter Emergency Physicians

BRIAN MURPHY, PhD**CFMS#712827**

Provide comprehensive psychological evaluations as requested by treating Psychiatrist on selected patients in the Acute Psychiatric Unit. Provide administrative duties of completing patient reports for the various requesting agencies, committees and staff in a timely manner, procuring reports needed for patient evaluations and diagnoses and providing staff instruction on procedures and care of special patients. Participate in administrative duties, such as serving on committees and in work groups.

ADVANCED NEURODIAGNOSTIC CENTER, INC.**CFMS#726659**

Provide complete neurological services to patients including diagnostic studies and clinics, sleep studies and EEG/EMG services. Conduct one half day clinic per week at a minimum of 4 hours per clinic. Provide a sufficient number of trained and qualified technicians and other personnel to properly conduct neurological studies and clinics, score sleep studies and provide EEG/EMG services. Provide reading and dictation within 24 hours after performance of services. Use polysomnography and encephalography equipment as deemed appropriate. Provide all Quality Assurance/Performance Improvement as deemed relevant by hospital. Medical records must be completed pursuant to the bylaws promulgated by the Medical Staff. Provide comprehensive Performance Improvement/Utilization Review to include, but not limited to:

1. Patient satisfaction survey
2. Performance standards for the JCAHO
3. Quarterly PI/UR review with corrective action plan
4. Quarterly PI reporting and participation during PI facility review meetings

Cooperate and comply with and participate in standard hospital PI/UR policy and procedures.

W. ROSS CAZAYOUX, M.D., LLC**CFMS#726660**

Provide physician services in the specialty of Urology. Coordinate and deliver Urology care for hospital patients; (1) one (8) eight hour clinic per week, routine consults (one day per week) and emergency consults as requested and call coverage (one day per week).

Provide administrative duties of completing patient reports for the various requesting agencies, committees and staff in timely manner, procuring reports needed for patient evaluations and diagnoses and providing staff instruction on procedures and care of special patients. Participate in medical staff duties, serving on committees and in work groups and as service director in peer review activities.

REGIONAL RADIOLOGY, LLC**CFMS#726661**

Provide all on-site radiologic professional coverage and services to patients. Core on site staffing will be at a minimum of Monday-Friday, 8:00am to 5:00pm. Additional hours will be provided as necessary to meet workload. After hours reading will be done via Teleradiology unless otherwise requested by the hospital. Respond on-site 24/7/365 days per year as requested by hospital for emergent studies. ER and stat studies will be interpreted and the results reported within (1) one hour. Additionally, critical findings will be called to the M.D. Read all routine inpatient films within (24) twenty-four hours after radiology procedure is completed, except for weekends, which will be ready by Monday morning. Any urgent/emergency films will be read immediately via Teleradiology.

Outpatient films will be read with (24) twenty-four hours. Upon request of attending physician, films will be read on-site immediately or by Teleradiology, if on-call. Assume responsibility of providing all professional CPT billing codes on all radiologic services. Any afterhours coverage will be provided as needed. Hospital

HOSSEIN K. TABARI, M.D.**CFMS#713241**

Provide nephrology services which will include indigent patient consultations. Nephrology services will include a four (4) hour clinic per week for nephrology procedures, consultations and physician office visits. Will also provide administrative duties of completing patient reports for the various requesting agencies, committees and staff in a timely manner, procuring reports needed for patient evaluations and diagnoses, and providing staff instructions on procedures and care of patients.

VANMETER EMERGENCY PHYSICIANS, APMC**CFMS#718822**

Provide services to the Emergency Department 24/7/365. Coverage will include physicians covering (2) two (12) twelve hour shifts daily and a Nurse Practitioner covering (1) one (12) twelve hour shift daily. In addition a NP or Physician Assistant will provide coverage for (1) one (12) twelve hour shift for (4) four days a week. An Emergency Room Medical Director will also be provided. Medical Director will work full time including nights and weekends in order to fully understand the operation of the department. Medical Director will be allowed a minimum of 8 hours a week for administrative duties during which time the Medical Director will not be required to perform clinical duties.

CAMILLE N. BITAR, M.D.**CFMS#723832**

Provide physician services in Infectious Disease in the Outpatient Clinic for at least (1) one (8) eight-hour clinic for a total of (50) fifty weeks per year. Inpatient consults will also be provided as requested by hospital. Work in collaboration with the HIV team and serve as the principal investigator on the HIV HRSA Grant. Work with the NPs in the program and be available for phone consults. Participate in any assigned hospital committees including the Antimicrobial Stewardship Committee. Administrative duties include completing patient reports for various requesting agencies, committees and staff in timely manner and participating in medical staff duties, committees, and work groups and as service director for peer review activities.

GLYNN A. HEBERT, M.D.**CFMS#724075**

Provide primarily outpatient clinic services. Other patient services may be provided upon request. Provide inpatient services and call coverage including admitting and attending to inpatients after hours on weekdays and weekends. Respond to phone calls and attend to patients at the hospital. Round on patients each scheduled day. Provide psychiatric unit inpatient medical services as scheduled and approved by hospital. Provide complete histories and physical assessments (H & P's) and initial medical consults for psychiatric inpatients and respond to calls from the psychiatric unit for patient medical needs.

ANTHONY J. PALAZZO, M.D., APMC**CFMS#712629**

Provide physician on call services in the specialty of Pediatrics. Provide occasional and/or intermittent call and round coverage for Pediatric patients. Make necessary rounds and work with LSU Family Medicine residents if present on the service. Duties will include administrative duties of completing patient reports for the various requesting agencies, committees and staff in timely manner, procuring reports needed for patient evaluations and diagnoses and providing staff instruction on procedures and care of special patients. Participate in Medical Staff duties, such as serving on committees and in work groups and as service director for peer review activities.