

CLINICAL SERVICES AGREEMENT

THIS CLINICAL SERVICES AGREEMENT (this "**Agreement**") is made and entered into as of 12:00:01 am CST on June 24, 2013 (the "**Effective Date**"), by and between Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Hospital ("**Hospital**"), 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. Hospital and Contractor may also be collectively hereinafter referred to as the "**Parties**", each a "**Party**".

RECITALS:

WHEREAS, prior to the Effective Date, Contractor operated the state hospital located in Lake Charles, Louisiana, known as W. O. Moss Regional Medical Center (the "**WOM**"), 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 June 24, 2013, by and among Hospital, Contractor, the State of Louisiana (through its Division of Administration), and the Louisiana Department of Health and Hospitals, on the Effective Date and thereafter during the term of the CEA, Hospital shall provide the inpatient, surgery, emergency, outpatient and other services that were previously provided by Contractor at WOM, all under the terms and conditions set forth in the CEA and any ancillary documents contemplated therein;

WHEREAS, on the Effective Date and thereafter during the term of the CEA, in accordance with the CEA and the ancillary documents contemplated therein, the building which housed WOM until the Effective Date, shall be utilized by Hospital to operate outpatient clinics (the "**Clinics**")

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 the health care providers identified on **Exhibit A** (the "**Health Care Providers**") to Hospital for coverage and delivery of certain inpatient and outpatient and other services, as further described on **Exhibit B** (the "**Clinical Services**"), at Hospital, the Clinics, or such other facilities with which Hospital contracts, all in accordance with the terms and conditions hereof; and

WHEREAS, this Agreement is desired by the Parties in order to provide Hospital with necessary Clinical Services for coverage and delivery of efficient and effective patient care to patients previously treated by WOM;

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 B**, 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 Hospital, the Bylaws and rules and regulations of the Medical Staff and other policies, practices and procedures of Hospital 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 of this Agreement, Contractor shall provide the Health Care Providers identified on **Exhibit A** to perform the Clinical Services described on **Exhibit B** at locations as are agreed to in writing by Hospital and Contractor, including but not be limited to, the Hospital’s facilities, the Clinics, and West Calcasieu Cameron Hospital (“*WCCH*”). 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, be removed pursuant to Section 2(g) or Section 3(c), 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 additions, substitutions, deletions or other changes in Health Care Providers, and **Exhibit B** 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.

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 Hospital’s CEO or his or her designee (the “*Hospital’s Representative*”), as more fully provided in **Exhibit B**. Coordination of the responsibilities of the Health Care Providers will be provided by Contractor’s Representative. The Contractor’s Representative and Hospital’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 and the Health Care Providers shall 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, and the execution of the Clinical Services shall serve the best interest of the patients. Furthermore, Contractor and the Health Care Providers agree to treat in a nondiscriminatory manner any and all patients receiving medical benefits or assistance under any federal health care program. In addition, each Health Care Provider shall perform all of his/her Clinical Services in accordance with all Hospital Policies and Medical Staff bylaws, policies,

procedures, rules and regulations, 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 Hospital, including the Clinics and WCCH, 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 recognizes that Hospital is a participant in various third-party payment programs in which participation is essential to the financial viability of Hospital. Therefore, in connection with the subject matter of this Agreement, Contractor agrees to cooperate fully with Hospital and provide assistance to Hospital in the development of relationships with managed care plans and medical insurers and to ensure that Hospital will be able to meet all requirements for participation and payment associated with such third-party payment programs. Contractor shall, and shall cause all Health Care Providers to, participate in any third-party payment programs in which Hospital participates.

f. Medical Records. Contractor, in accordance with Hospital Policies, shall cause Health Care Providers to prepare and promptly file with the appropriate staff member of the Hospital, reports of all examinations, procedures, and other procedures performed pursuant to this Agreement and shall maintain accurate, legible and complete files 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. The ownership and right of control of all reports, records and supporting documents prepared in connection with the Clinical Services provided at Hospital's facilities shall vest exclusively in Hospital 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. Furthermore, in the event Contractor is determined to be a subcontractor under the applicable provisions of the Social Security Act, including Section 1861(v)(1)(I) of the Social Security Act and related regulations, Contractor will, until the expiration of four (4) years after the furnishing of Clinical Services, make available upon the request of federal officials or their representatives, this Agreement and Contractor's books, documents and records as may be necessary to certify the nature and extent of the cost incurred by Hospital and the Clinical Services provided pursuant to this Agreement. This requirement shall adopt and incorporate by reference the applicable provisions of the Social Security Act with respect to the availability of all such subcontractor books and records.

g. Required Disclosures and Removal. Contractor shall notify Hospital, 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.

Notwithstanding the foregoing, in the event of a required disclosure under subparagraphs i, iii, or vi of this subsection 2(g), Contractor shall immediately remove any such Health Care Provider from the provision of services under this Agreement. Further, in the event of a required disclosure under subparagraphs ii, iv, or v of this subsection 2(g), Hospital may, in its sole discretion, require Contractor to remove any such Health Care Provider from the provision of services under this Agreement. In cases where removal of a Health Care Provider is required, 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 B** shall be amended to reflect the change in the scope of the Clinical Services to be provided under this Agreement and **Exhibit C** shall be amended to reflect any corresponding changes in compensation due to Contractor hereunder.

3. QUALIFICATIONS AND OBLIGATIONS OF THE HEALTH CARE PROVIDERS.

a. 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.

b. Medical Staff Privileges. The right to grant privileges to any Health Care Provider as Medical Staff shall remain with Hospital. Health Care Providers presented by Contractor to Hospital shall be granted Medical Staff privileges ("**Staff Privileges**") by Hospital in accordance with the Hospital Policies, except that Contractor shall not be responsible for any fees charged by Hospital or the Medical Staff in conjunction with applying for or maintaining Staff Privileges. Contractor shall require all Health Care Providers to complete Hospital's standard application documents including, without limitation, standard waivers and releases. Subject to the requirements of qualifying for Staff Privileges, 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 3(c) below; and (ii) lose any Medical Staff membership automatically when such Health Care Provider is no longer authorized by Contractor to serve hereunder.

c. Dispute Resolution. Hospital 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 Hospital including, without limitation, meeting and/or counseling with the Health Care Provider. If Contractor is unable to resolve such question to the satisfaction of Hospital, and Hospital 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 Hospital. If the problem has not been resolved to the satisfaction of Hospital, Hospital 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 B** shall be amended to reflect the change in the scope of the Clinical Services to be provided under this Agreement and **Exhibit C** shall be amended to reflect any corresponding changes in compensation due to Contractor hereunder.

d. Obligations of the Health Care Providers.

- i. *Cooperation with Risk Management and Quality Initiatives*. Contractor shall require that the Health Care Providers participate in Hospital's quality assurance, risk management, patient safety, and cost management programs, as reasonably requested by Hospital 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 Hospital 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 Hospital and only as said Health Care Provider may be otherwise available. Hospital 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 Hospital 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.

4. OPERATOR'S OBLIGATIONS.

a. Policies and Procedures. Hospital agrees to make available to Contractor, as well as the Health Care Providers, copies of the Hospital Policies. Hospital 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 Hospital. Hospital 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, Equipment and Personnel.* Hospital shall provide or cause to be provided sufficient office space, equipment, clinical and office personnel, as necessary for the Health Care Providers to provide the Clinical Services hereunder.
- ii. *Monthly Call List.* The Hospital'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.
- iii. *Medical Records.* Hospital 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. Hospital shall participate in Medicaid programs, in accordance with the CEA.

5. MUTUAL COVENANTS.

a. Use of Names. Hospital shall not use Contractor's name or logo, or the name or logo of any of Contractor's affiliates, in print except in accordance with a license agreement between Hospital and Contractor or upon written approval of the Contractor Representative. Contractor shall not use Hospital's name or logo, or the name or logo of any of Hospital's affiliates, in print without the prior written approval of the Hospital Representative. Notwithstanding the foregoing: (i) the Parties may make use of each other's names and logos in a joint public announcement of their affiliation; (ii) any Hospital employee or representative 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; and (iii) Hospital or Contractor may at any time disclose its affiliation with the other for informational purposes.

b. Access to Records and Record Retention. Contractor and Hospital 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 Hospital's regular business hours and at no expense to Hospital, the books and records of Hospital 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. Civil Rights. Contractor and Hospital 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 Hospital 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.

e. 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.

6. COMPENSATION.

a. Payment to Contractor. The Parties agree to the compensation terms and provisions set forth on Exhibit C with respect to the Clinical Services, attached hereto and incorporated herein by reference in its entirety. Contractor shall submit monthly invoices with respect to the compensation terms set forth on Exhibit C to Hospital, and Hospital shall pay the amounts due within twenty (20) days of receipt of such invoices. In addition to the compensation

terms and provisions set forth on **Exhibit C**, Hospital shall pay to Contractor: (i) an annual administrative fee of \$250,000.00 (the “*Administrative Fee*”), which shall be payable in two installments of \$125,000.00 each on July 1 and January 1 of each year of the Term (as defined below); and (ii) the full ORM invoiced amount for malpractice insurance for each fiscal year, which shall be payable within thirty (30) days of any invoices related thereto; provided, however, that the Administrative Fee shall be reconciled annually in the following manner: (A) Contractor shall, within thirty (30) days after June 30 of each year of this Agreement (except for 2013), deliver an invoice to Hospital detailing the direct and indirect costs associated with administering this Agreement; and (B) Contractor shall reimburse Hospital for the amount by which the Administrative Fee exceeds the actual direct and indirect costs of administering this Agreement; and (C) in no event shall the Administrative Fee exceed \$250,000.00 for any year of the Term.

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

c. Assignment of Billing. 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 Hospital or Contractor, as the Parties mutually agree. In the event the Parties agree that such income and fees are to belong to Hospital, Contractor, on its behalf and on behalf of the Health Care Providers, shall assign to Hospital all of its right to bill and collect for the Clinical Services rendered pursuant to this Agreement, and to cause the Health Care Providers to execute any additional documents required by Hospital in order to effectuate such assignment of billing and collections rights to Hospital. In the event Contractor, on its behalf and on behalf of the Health Care Providers, assigns to Hospital its right to bill and collect for the Clinical Services rendered pursuant to this Agreement, and Contractor receives any payments from any party other than Hospital for any items or services provided by Contractor or the Health Care Providers under this Agreement, Contractor shall, immediately upon receipt, remit to Hospital or its agent any and all such payments. Contractor agrees to cooperate with and cause the Health Care Providers to cooperate with Hospital in providing information necessary for the prompt and accurate billing of the Clinical Services.

7. **TERM**. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect for an initial term of twelve (12) months, 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 8 below (the “*Term*”).

8. 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 sixty(60) 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 Contractor for Cause. Contractor may terminate this Agreement immediately by written notice to Hospital upon the occurrence of any of the following events:(i) failure by Hospital to maintain the insurance required under this Agreement; and/or (ii) Hospital's conviction of a criminal offense related to health care, or Hospital's listing by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation.

d. Termination by Hospital for Cause. Hospital may terminate this Agreement immediately by written notice to Contractor upon the occurrence of any of the following events:(i) failure by Contractor to maintain the insurance required under this Agreement; and/or (ii) Contractor's conviction of a criminal offense related to health care, or Contractor'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 11(l) 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. arising as a result of any breach of this Agreement.

9. 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 Hospital, 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 Hospital 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 Hospital 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 Hospital.

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 Hospital 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 9 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.*, Hospital 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 Hospital to generate Hospital's goods, products and/or services, and that the Clinical Services of Contractor and/or the Health Care Providers shall be considered part of Hospital's trade, business, and occupation, for purposes of LA R.S. 23:1061(a)(1). Furthermore, Hospital and Contractor agree that Hospital is the principal or statutory employer of the Health Care Providers for purposes of LA R.S. 23:1061(a) only. Irrespective of Hospital'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 Hospital 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 Hospital.

e. Tax Treatment. Contractor understands and agrees that:

- i. Contractor and the Health Care Providers will not be treated as employees of Hospital for federal tax purposes;
- ii. Hospital 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 Hospital; 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 Hospital 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.

10. INSURANCE.

a. Contractor's Insurance Obligations. Contractor agrees to furnish Hospital, 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 obligations 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. Hospital's Insurance Obligations. During the Term of this Agreement, Hospital shall maintain the insurance coverage required by the CEA.

c. Overpayments. Notwithstanding the provisions of this Section 10, each Party shall be responsible for refunding any excess amounts or overpayments which that Party receives or received from third-party payers.

11. GENERAL PROVISIONS.

a. Nonexclusivity. The Clinical Services are provided to Hospital 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 Hospital'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 11(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 Hospital 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 Hospital:

Southwest Louisiana Hospital
Association d/b/a Lake Charles
Memorial Hospital
Attention: President and CEO

with a copy to:

Baker Donelson Bearman Caldwell
& Berkowitz, PC
Chase North Tower
450 Laurel Street, 20th Floor
Baton Rouge, LA 70801
Attention: Dickie Patterson, Esq

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 11(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, 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.

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SIGNATURES ON FOLLOWING PAGES]**

**EXHIBIT A
HEALTH CARE PROVIDERS**

Service Type	Practitioner
PRIMARY CARE	Name
PC-1 - PHYSICIAN	Dr. Mohammed Sarwar
PC-2 - PHYSICIAN	Dr. Harpal Benipal
PC-3 - PHYSICIAN	Dr. Tariq Khan
PC-4 - PHYSICIAN	Dr. Muhammad Shaikh
PC-5 - PHYSICIAN	Dr. Albert Lie
PC-6 - PHYSICIAN	Dr. Muhammad Nazim
NURSE PRACTITIONER	Keysha Nabours, NP
NURSE PRACTITIONER	Kari Hankins, NP
NURSE PRACTITIONER	John Kight, NP
NURSE PRACTITIONER	Brenda Daigle-Murphy, NP
NURSE PRACTITIONER	Cynthia Arabie, NP
NURSE PRACTITIONER	Aimme Allen, NP
SURGICAL SERVICES	
SURGERY - PHYSICIAN	Dr. Walter Ledet
SURGERY - PHYSICIAN	Dr. Stephen Castleberry
OB/GYN SERVICES	
OB/GYN - PHYSICIAN, NP, NURSE MIDWIFE	Dr. Edward Darby
	Dr. Scott Bergstedt
	Allison Hansen, RNFA
PRISON SERVICES	
NURSE PRACTITIONER	Dr. Dave Hardey
NURSE PRACTITIONER	Tracee Hebert, NP
SPECIALTY SERVICES AND CLINICS	
PAP CLINIC - PHYSICIAN	Dr. Eileen Piper
OPHTHALMOLOGY - PHYSICIAN	Dr. Gerard Guidry
SICKLE CELL - PHYSICIAN	DR. Gardner (LSU)
OPHTHALMOLOGY - PHYSICIAN	Dr. Gerard Guidry
URGENT CARE	
URGENT CARE	Dr. Bradley Loewer
	Dr. Ricardo Samudia
	Dr. Euglio Tan
	Dr. Pearre Davenport

	Dr. Jude Agendia
	Walter Moss, Jr., PA
	Holly Umfrid, NP
INFECTIOUS DISEASE	
PHYSICIAN	Choucino, Carlos MD
NURSE PRACTITIONER	Fruge, Bonnie, NP
NURSEPRACTITIONER	Rolland, Rachael, NP

EXHIBIT B CLINICAL SERVICES

Scope of Service:

Contractor will provide qualified physicians to render services for Primary Care Medicine, Surgery, OB/GYN, Specialty Clinics, and Urgent Care Services as mutually defined and agreed.

Pediatrics:

Contractor will provide Pediatric physicians for pediatric services in scheduled clinics Monday through Friday. Physicians will also be available for on-call consultation when needed for pediatric patients treated in the Urgent Care Clinic. On-call services will be provided twenty-four (24) hours per day, seven (7) days per week.

Surgery:

Contractor will provide surgeons that will provide full time general surgery and/or part time surgery as mutually agreed upon by all parties. Duties of all surgeons will include performing inpatient general surgery procedures as dictated by agency need and performing outpatient clinic services including follow-up services for the general surgery patients. Contractor will provide on-call services twenty-four (24) hours per day seven (7) days per week.

OB/GYN:

Contractor shall provide OB/GYN physicians rendering OB/GYN services including clinical services, surgical procedures, and any extended medical care as deemed necessary by patient need. Contractor will be responsible for obstetrical coverage at all times. Physician shall provide such reports as are necessary to complete the medical record.

Primary Care:

Contractor will provide primary care physicians and/or nurse practitioners and/or physician assistants to operate general medicine clinics five (5) days per week. Additional duties include on-call services seven (7) nights per week plus on-call services every weekend of the month. Weekend on-call coverage begins 3:00 p.m. Friday to 7:00 a.m. the following Monday. One primary care physician will act as Chief of Medicine and will oversee the administrative day to day operations of the department and assure that medicine services are adequate.

Inpatient Medicine Services include:

- a. Twenty-four (24) hour coverage of all inpatients admitted to the Medicine Ward.
- b. Coverage of inter-departmental consultation to such service as Surgery, OB/Gyn, Primary Care Clinics, and Urgent Care Clinic.

Nurse Practitioner:

Nurse Practitioner services include:

a. Contractor will provide OB/GYN Nurse Practitioner(s).

The scope of service is as follows:

1. To provide prenatal and gynecologic care in a clinic setting under protocol with M.D. supervision; this includes well women visits, contraceptive management, Pap clinics, concurrent prenatal care, and referral of abnormal findings to the appropriate M.D. provider.
2. To assist OB/GYN physicians in rounds and in-patient care of patients.
3. To assist OB/GYN physicians in performance of gynecologic surgery.
4. When necessary, to assist OB/GYN physicians in the assessment of obstetric and gynecologic patients in the Urgent Care Clinic.

b. Contractor will provide Nurse Practitioner(s) (NP) to provide patient care at the local prisons as mutually agreed upon between both parties, to include clinical services, consultations, and 24-hour on-call services, as well as consultation services by physicians. The current staffing is to include one full-time NP for Calcasieu Parish and one part-time NP for Jeff Davis Parish.

Specialty Clinics:

Contractor will also provide qualified physicians to provide three hour clinics rendering specialized treatment for those patients determined to need the services. Specialty clinics will be monitored and adjusted in relation to cancellation. The types of specialty clinics provided may vary based on need and mutual agreement by all parties.

Medical Director Services:

Contractor will provide part time Medical Director Services. Duties of the Medical Director will be delegated by the Hospital Administrator and are inclusive of, but not limited to; leadership, quality control, disease management, and any other duties as required.

Urgent Care Services:

Contractor will provide the professional clinical services to staff the W.O. Moss Memorial Health Clinic, Urgent Care Clinic (hereinafter referred to as the "Urgent Care Clinic") with contract emergency physicians and/or Nurse Practitioners and/or Physician Assistants who are duly licensed to practice medicine in the State of Louisiana.

Supervision of Residents:

Contractor assumes responsibility for the daily supervision of house officers programs in order to insure a high quality of patient care. Any allied health training programs instituted will be done only in consultation with and approval of Contractor. Contractor, in carrying out this agreement, is authorized to employ necessary medical personnel in order to assure adequate supervision of these programs and, therefore, is responsible for providing an acceptable physician to patient ratio as determined by the norm of the given locality and accreditation requirements.

Contractor will designate the members of the medical staff (including Department Heads) to participate in the hospital inpatient and other patient care programs pertaining to the supervision of medical residents assigned to the Urgent Care Clinic.

All House Officers trained under this contract shall attend the House Officers Orientation Program mandated for all new hospital personnel. Attendance shall be required only of House Officers reporting for their first rotation at the hospital. The Medical Director of the Hospital shall interface with the contractor relative to requirements incumbent upon both parties in this matter. Only the Hospital Director may levy waiver of attendance at the Hospital Orientation Program.

**EXHIBIT C
COMPENSATION FOR CLINICAL SERVICES**

HCSD Providers

MD	Choucino, Carlos	\$358,296.30
NP	Fruge	\$136,573.08
NP	Rolland	\$117,313.25
		\$612,182.63

Service Type	Practitioner Name	TOTAL CONTRACT
PRIMARY CARE		
PC-1 - PHYSICIAN	Dr. Mohammed Sarwar	\$331,228.00
PC-2 - PHYSICIAN	Dr. HarpalBenipal	\$240,710.00
PC-3 - PHYSICIAN	Dr. Tariq Khan	\$240,710.00
PC-4 - PHYSICIAN	Dr. Muhammad Shaikh	\$240,291.00
PC-5 - PHYSICIAN	Dr. Albert Lie	\$240,291.00
PC-6 - PHYSICIAN	Dr. Muhammad Nazim	\$269,798.00
NURSE PRACTITIONER	Keysha Nabours, NP	\$112,000.00
NURSE PRACTITIONER	Kari Hankins, NP	\$101,000.00
NURSE PRACTITIONER	John Kight, NP	\$115,757.00
NURSE PRACTITIONER	Brenda Daigle-Murphy, NP	\$157,656.50
NURSE PRACTITIONER	Cynthia Arabie, NP	\$160,056.50
NURSE PRACTITIONER	Aimme Allen, NP	\$115,757.00
TOTAL PRIMARY CARE		\$2,325,255.00
SURGICAL SERVICES		
SURGERY - PHYSICIAN	Dr. Walter Ledet	\$114,000.00
SURGERY - PHYSICIAN	Dr. Stephen Castleberry	\$114,000.00
TOTAL SURGICAL SERVICES		\$228,000.00
OB/GYN SERVICES		
PHYSICIAN, NP, NURSE MIDWIFE	Dr. Edward Darby	\$305,952.00
	Dr. Scott Bergstedt	
	Allison Hansen, RNFA	
TOTAL OB/GYN SERVICES		\$305,952.00
PRISON SERVICES		
NURSE PRACTITIONER	Dr. Dave Hardey	\$39,200.00
NURSE PRACTITIONER	Tracee Hebert, NP	\$109,024.00
TOTAL PRISON SERVICES		\$148,224.00
SPECIALTY SERVICES AND CLINICS		

PAP CLINIC - PHYSICIAN	Dr. Eileen Piper	\$120,000.00
OPHTHALMOLOGY - PHYSICIAN	Dr. Gerard Guidry	\$65,000.00
SICKLE CELL - PHYSICIAN	DR. Gardner (LSU)	\$30,000.00
OPHTHALMOLOGY - PHYSICIAN	Dr. Gerard Guidry	\$12,000.00
TOTAL SPECIALTY SERVICES AND CLINICS		\$227,000.00
URGENT CARE		
URGENT CARE	Dr. Bradley Loewer	\$1,521,687.00
	Dr. Ricardo Samudia	
	Dr. Euglio Tan	
	Dr. Pearre Davenport	
	Dr. Jude Agendia	
	Walter Moss, Jr., PA	
	Holly Umfrid, NP	
TOTAL URGENT CARE		\$1,521,687.00
RPN TOTAL		\$4,756,118.00
HCSD Total		\$612,182.63
Grand total		\$5,368,300.63

Semi-Monthly Invoicing

\$223,679.19

Signature Page for Clinical Services Agreement

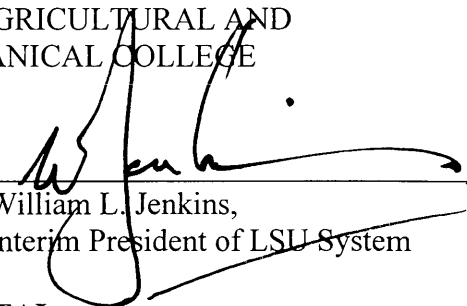
THUS DONE AND SIGNED by the parties as of the 23rd day of June,

2013:

CONTRACTOR:

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

By: _____


William L. Jenkins,
Interim President of LSU System

HOSPITAL:

SOUTHWEST LOUISIANA HOSPITAL
ASSOCIATION d/b/a LAKE CHARLES
MEMORIAL HOSPITAL

By: _____

Larry Graham
Chief Executive Officer

Signature Page for Clinical Services Agreement

THUS DONE AND SIGNED by the parties as of the 23rd day of June,

2013:

CONTRACTOR:

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

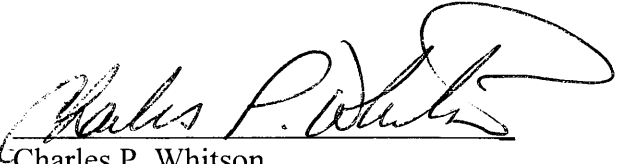
By: _____

William L. Jenkins,
Interim President of LSU System

HOSPITAL:

SOUTHWEST LOUISIANA HOSPITAL
ASSOCIATION d/b/a LAKE CHARLES
MEMORIAL HOSPITAL

By: _____


Charles P. Whitson
Chief Financial Officer