

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*") and

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

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.

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

hereunder, unless otherwise mutually agreed to by the Parties in writing.

e. Payment Programs with Third Parties. Contractor recognizes that Hospital is

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,

- 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

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

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.

well as the Health Care Providers, copies of the Hospital Policies. Hospital agrees to notify

b. Access to Records and Record Retention. Contractor and Hospital agree to

terms and provisions set forth on Exhibit C, Hospital shall pay to Contractor: (i) an annual

installments of \$125,000.00 each on July 1 and January 1 of each year of the Term (as defined
herein); and (ii) the full ORM invoiced amount for malpractice insurance for each fiscal year, which

8. TERMINATION.

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.

by Termination for Breach Except as more specifically set forth below, either

a. Independent Contractor. The Clinical Services provided by Contractor pursuant to this Agreement shall be as an independent contractor. In providing the Clinical Services

~~Health Care Providers will be acting in the course and scope of their employment~~

- 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.

Contractor's Insurance Obligations. Contractor agrees to furnish Hospital

[REDACTED]

Contractor's Certificate of Insurance. Contractor shall provide Hospital with a Certificate of Insurance

[REDACTED]

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

provided that in the event that 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

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

If to Contractor:

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

... either Party may from time to time designate by written notice

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.

**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

	Dr. Jude Agendia
	Walter Moss, Jr., PA
	Holly Umfrid, NP
INFECTIOUS DISEASE	
PHYSICIAN	Choucino, Carlos MD
MEMBER OF STAFF	

**EXHIBIT B
CLINICAL SERVICES**

Scope of Service:

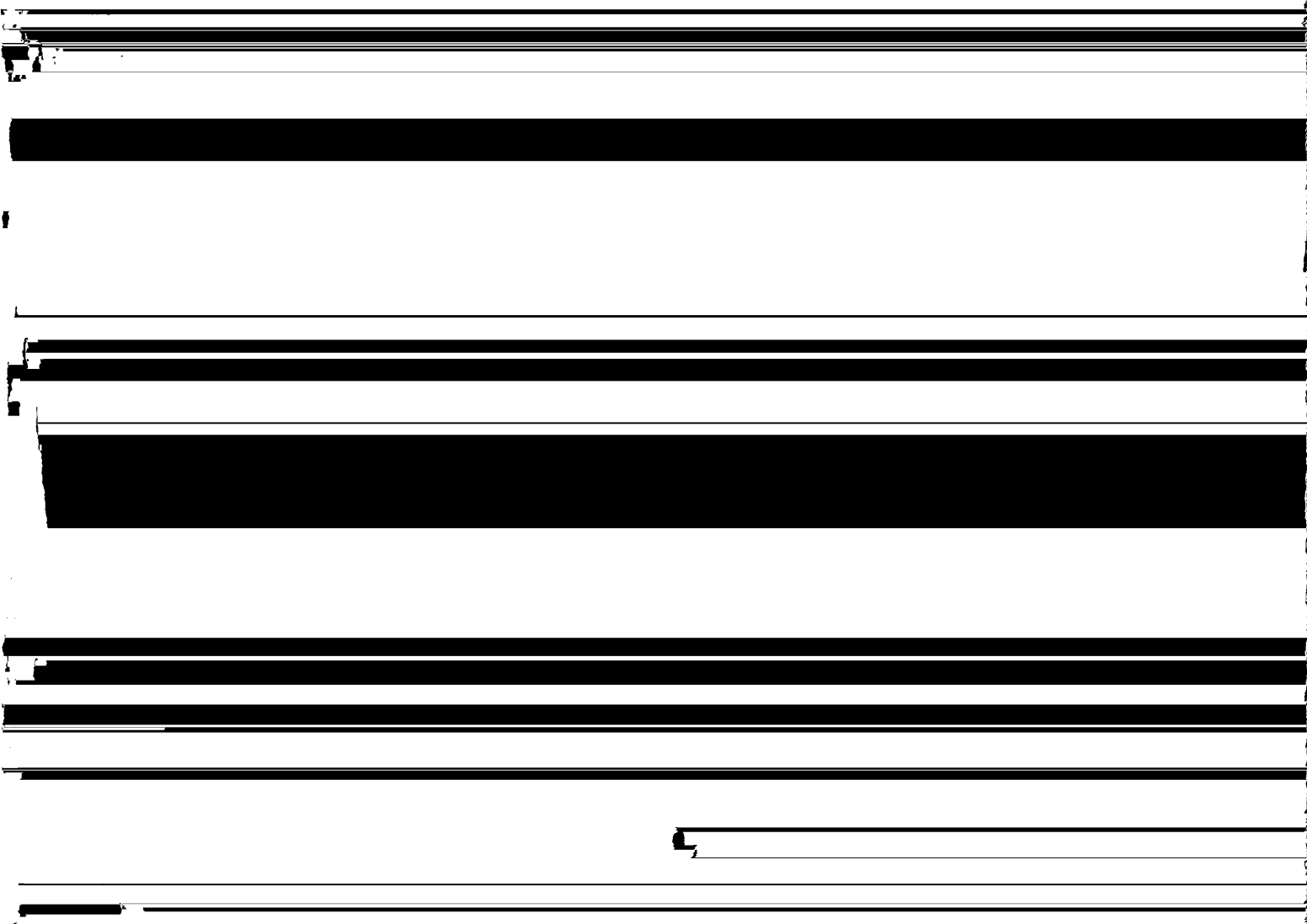
Contractor will provide qualified physicians to render services for Primary Care Medicine, Surgery, OB/GYN, Specialty Clinics, and Urgent Care Services as mutually defined and agreed.

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



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 Celestia Derish and one part-time NP for Jeff Davis Derish~~

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

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

EXHIBIT C

COMPENSATION FOR CLINICAL SERVICES

HCSD Providers

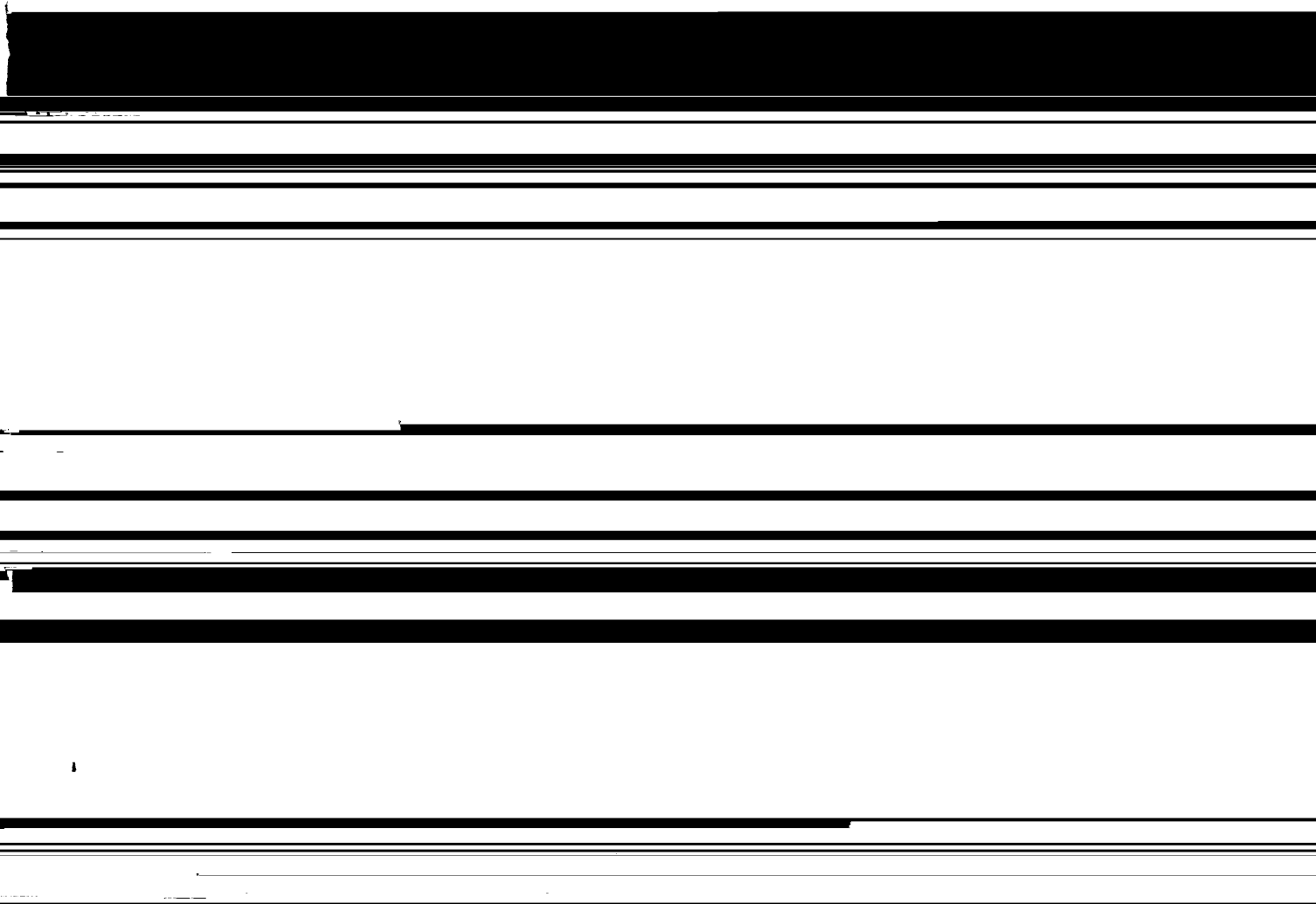
MD	Choucino, Carlos	\$358,296.30
NP	Fruge	\$136,573.08
NP	Rolland	\$117,313.25
		\$612,182.63

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

PAP CLINIC - PHYSICIAN	Dr. Eileen Piper	\$120,000.00
OPHTHALMOLOGY - PHYSICIAN	Dr. Gerard Guidry	\$65,000.00
SICKLE CELL - PHYSICIAN	Dr. Gerard (L. CIV)	\$20,000.00

Signature Page for Clinical Services Agreement

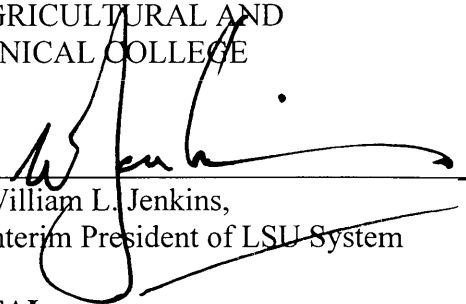
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2013:

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

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

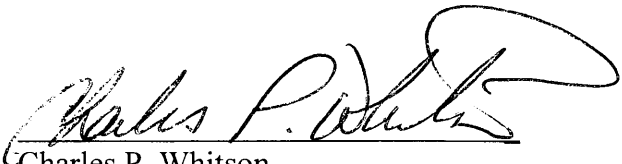
By: _____

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