

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 Time*"), by and between Southern Regional Medical Corporation ("*Operator*"), a 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 referred to as

the "*Parties*", each a "*Party*".

RECITALS:

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 policies and procedures of the Hospital, the Bylaws and rules and regulations of the Medical Staff and other policies, practices and procedures of the Hospital and the Manager 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 Health Care Providers to perform the Clinical Services

applicable governmental and regulatory bodies having competent jurisdiction including without

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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, for continuing care and for billing purposes.

- iii. Contractor shall retain all books, records and other documents relevant to this Agreement and/or the Clinical Services for at least four (4) years after the furnishing the Clinical Services and shall 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 Operator and/or the Hospital for the Clinical Services provided pursuant to this Agreement.

4. Required Disclosure - Contractor shall disclose to the Hospital, in accordance with the terms of this Agreement, all information that is necessary for the Hospital to comply with applicable laws, regulations, and accreditation requirements, including but not limited to the following:

[REDACTED]

Contractor shall prepare and submit an invoice to Operator and/or the

Hospital setting forth the appropriate details of the costs incurred by Contractor. Contractor shall ensure that, at a minimum: (A) each Health Care Provider is validly licensed to practice in his/her respective field (medicine, advanced nursing, etc.) in the State of Louisiana; and (B) to the extent that the Health Care Provider is not a

appropriate aspects of the Clinical Services

with the medical record support provided to other health care providers of

the Hospital;

- viii. assistance to Contractor in its billing and collection efforts by obtaining and providing to Contractor accurate and complete demographic, insurance and employment information on Hospital patients treated by the Health Care Providers; and

NY lab costs for the residents in the Hospital's graduate medical education

program.

- c. Participation in Medicaid. The Hospital shall participate in Medicaid

Contractor shall 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. Billing.

i. *Schedule of Contractor Charges.* Contractor shall, upon the Manager's

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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 disability.

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

are not allowable costs under this Agreement, the Hospital shall have the right to set off and withhold said amounts from any amount due to Contractor hereunder.

6. **TERM.** This Agreement shall be effective as of the Effective Time and shall

Hundred Twenty (120) days prior to the expiration of the Term, Operator and Contractor shall enter into negotiations to determine the Clinical Services and compensation to be provided in a new agreement between the Parties commencing on July 1, 2014, if any.

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 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

receive or accept from Operator or the Manager 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 the 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 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, the Hospital or the Manager to

exercise control or direction over the manner or method in which Contractor or the Health Care Providers perform the Clinical Services; provided always that the Clinical Services shall be provided by Contractor and the Health Care Providers in a manner consistent with the standards governing such Clinical Services and the provisions of this Agreement. The provisions set forth in this Section

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.

a. Contractor's Insurance Obligations. Contractor agrees to furnish Operator,

[REDACTED]

[REDACTED]

[REDACTED]

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

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

1. Severability. If an arbitrator or a court of competent jurisdiction finds any

part of this Agreement or any Exhibit attached hereto to be invalid, illegal, or unenforceable, the

_____ 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 assignments of the Parties

q. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed

Signature Page for Clinical Services Agreement

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

2013:

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

By: 

THIS DONE AND SIGNED by Operator as of the 23rd day of June, 2013:

OPERATOR:
SOUTHERN REGIONAL MEDICAL
CORPORATION

By: Phyllis Peoples
Name: Phyllis Peoples
Title: Area Chief Executive Officer