

ATTACHMENT C

THE LOUISIANA STATE UNIVERSITY HEALTH CARE SERVICES DIVISION (LSU HCSD) (FACILITY)

AN INTRA-AGENCY AGREEMENT BETWEEN THE LOUISIANA STATE UNIVERSITY HEALTH CARE SERVICES DIVISION (HCSD), (FACILITY) AND THE LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER SCHOOL OF MEDICINE IN NEW ORLEANS (SCHOOL) FOR HOUSE OFFICER AND FELLOW SERVICES

For the period _____

I. ASSIGNMENT OF HOUSE OFFICERS

1.1 GENERALLY

School agrees to assign residents and fellows for house officer duties at FACILITY in accordance with Attachment A. A “House Officer” shall mean a resident or fellow enrolled in a House Officer program of School. A House Officer must (1) hold a current, valid license to practice medicine in the State of Louisiana; (2) obtain the initial and continuing written approval of FACILITY to provide physician services; and (3) comply with all HCSD and FACILITY Policies and Procedures, and with FACILITY Medical Staff Bylaws. On or before the first day of _____, School shall provide to FACILITY Medical Staff Office Coordinator a list of all House Officers who will be scheduled to work at FACILITY during the fiscal year. At least five (5) days prior to the start of each month, School shall provide to FACILITY Medical Staff Office Coordinator the name and specialty of all House Officers assigned to work at FACILITY during the month.

1.2 SUBSTITUTION

In the event School is unable to assign a House Officer in a specialty, School may substitute an assignment with another House Officer with the approval of FACILITY [Medical Director] subject to a total combined assignment of House Officers whose compensation is not to exceed the maximum contract amount.

1.3 NUMBER OF HOUSE OFFICER POSITIONS

FACILITY and the School agree to review periodically the need for more or less House Officer FTE's at FACILITY and adjust the maximum accordingly. It will be the responsibility of the HCSD to ensure that these reviews are performed and that appropriate revisions are made.

1.4 RESIDENTS NOT FUNDED BY HCSD.

School may, with the prior approval of FACILITY [Medical Director], assign non-HCSD funded residents to FACILITY.

1.5 ASSIGNMENT OF HOUSE OFFICER BY FACILITY TO OUTSIDE FACILITY

House Officers may provide services outside of FACILITY while assigned to FACILITY and paid by FACILITY with the prior approval of FACILITY [Medical Director].

II. DUTIES OF HOUSE OFFICERS

2.1 GENERAL DUTIES

- (A) House Officers shall timely execute History and Physical Examinations and Discharge Summaries for the Medical Record on all patients admitted to FACILITY by faculty physicians in their assigned department.
- (B) House Officers shall conduct working and teaching rounds with faculty physicians scheduled as appropriate to the department.
- (C) House Officers may write Physician Orders and Progress Notes under the supervision of the faculty physician.
- (D) House Officers may perform other medical and surgical treatment appropriate to their level of training, under the supervision of faculty physicians

III. OBLIGATIONS OF SCHOOL

3.1. SUPERVISION OF HOUSE OFFICERS

House Officers shall be under the direct supervision of faculty physicians and subject to the supervision of the department Program Director of School. The department Program Director of School shall be responsible for the professional and educational supervision and direction of House Officers assigned to FACILITY.

3.2 PAYMENT OF HOUSE OFFICERS

House Officers are employees of School, and School is responsible for paying House Officer's salary and benefits in accordance with School policy and procedure

3.2 CREDENTIALING

- (A) School shall verify the qualifications and credentials of all School House Officers, including:
 - 1) verification of license to practice medicine in the State of Louisiana
 - 2) verification of current, valid Drug Enforcement Agency license; and
 - 3) determination of scope of direct supervision required.
- (B) School agrees to provide, not less than 30 days prior to assignment at FACILITY, all documentation required by Medicare, Medicaid or other licensing or requesting bodies, monthly. Such documentation shall be in a format to be mutually agreed between the parties. Information provided shall include:
 - 1) House Officer's social security number;
 - 2) The name of the medical, osteopathic, pediatric or dental school from which the House Officer graduated;
 - 3) House Officer's date of graduation from such school, month, day and year;
 - 4) The type of program in which the House Officer is participating;
 - 5) The PostGraduate Year (PGY) of all residency program(s) completed at the time of House Officer's assignment to FACILITY; and
 - 6) If the House Officer is a Foreign Medical Graduate, documentation showing that he or she has passed the FMGEMS exam or has received certification from the Educational Committee for

Foreign Medical Graduates, including the certificate number.

3.3 SCHEDULING

School shall provide rotation schedules for all departments/sections assigning House Officer(s) to FACILITY. The rotation schedule shall be sent to FACILITY not later than five (5) days prior to the start of the rotation. Schedules should include any House Officers who are not funded by HCSD but who are approved to work at FACILITY according to Section 1.4 of this Agreement. Schedules shall be in a format to be mutually agreed between the parties.

3.4 IMMUNIZATIONS

School will maintain readily retrievable documentation that School's House Officers have complied with the health requirements listed below before patient contact occurs. FACILITY agrees to provide laboratory support for immunization testing. School agrees to provide FACILITY timely access to such records during reasonable business hours as the need arises.

- (A) Current TB skin test (PPD), applied within six months before patient contact and yearly thereafter. If the PPD is positive, active disease must be ruled out.
- (B) Rubella (German Measles) immunity proven by Titer or documentation of two injections of MMR
- (C) Varicella (Chicken Pox) titer or history of disease is required. Vaccine is recommended by not required when there is no protective titer nor history of disease. Susceptible House Officers who refuse vaccination may not be permitted to work with immuno-compromised patients, pregnant patients, and in the newborn nursery. Such House Officers are instructed to report any known varicella exposure, pursuant to FACILITY policy.
- (D) Hepatitis B Vaccine should be completed or in progress for House Officers at risk for occupational exposure to patient blood and other potentially infectious materials.

3.5 MISCELLANEOUS OBLIGATIONS OF SCHOOL

- (A) School shall require House Officers assigned to FACILITY to attend FACILITY orientation program.
- (B) School shall require that House Officers assigned to FACILITY shall comply with applicable federal, state and applicable standards of the Joint Commission on Accreditation of Healthcare Organizations or other regulatory agencies that govern the provision of services pursuant to this agreement.

3.6 It is acknowledged that School's House Officers qualify for professional liability coverage pursuant to the provisions of La. R.S. 40:1299.39 while providing services to State patients

IV. OBLIGATIONS OF FACILITY

4.1 ORIENTATION

FACILITY shall provide a timely orientation to each House Officer assigned to familiarize the House Officer with the facility, communicate facility requirements, information and responsibilities.

4.2 ON-CALL ROOMS

FACILITY shall provide on-call rooms for House Officers serving night duty or on-call duty at FACILITY

4.3 COMPENSATION

(A) GENERALLY. FACILITY shall reimburse School for House Officers assigned to FACILITY in accordance with this Agreement to the maximum amount of this Agreement.

(B) PAY SCALE. Reimbursement shall be based upon the pay scale currently in effect at LSU Health Sciences Center Health Care Services Division (HCSD) for Residents and/or Fellows. A copy of the pay scale for the term of this Supplement is attached hereto as Appendix B, and made part hereof. Should the pay scale of HCSD, or any successor entity thereto, increase during the period of this Agreement, Affiliating Entity agrees to pay compensation at the increased rate effective upon the same date that such increase is effective at HCSD or any successor entity thereto.

(C) BENEFITS

1) FRINGE BENEFITS. House Officer Fringe Benefits shall be reimbursed by FACILITY to School in accordance with Schools House Officer Fringe Benefit rate as approved by HCSD, as shown on Attachment B. Should the Fringe Benefit rate of HCSD, or any successor entity thereto, increase during the period of this Agreement, FACILITY agrees to pay Fringe Benefits at the increased rate effective upon the same date that such increase is effective at HCSD or any successor entity thereto.

2) ANNUAL LEAVE

FACILITY shall reimburse three (3) weeks annual leave for each full-time House Officer I and four (4) weeks annual leave for all other full-time House Officers, as approved by School and in accordance with School policy. Vacation time shall be invoiced in one month segments and associated with a House Officer's name.

3) SICK LEAVE

FACILITY shall reimburse up to fourteen (14) days of non-cumulative sick leave for each full-time House Officer as approved by School and in accordance with School's policy.

4) EDUCATIONAL LEAVE

FACILITY shall reimburse up to five (5) days non-cumulative educational leave for each house officer as approved by School and in accordance with School's policy.

5) MILITARY LEAVE

FACILITY shall reimburse up to 15 days non-cumulative military leave for each house officer, as approved by School and in accordance with School's policy and as required by law.

5) PARKING.

FACILITY shall provide parking for House Officers assigned to FACILITY at no charge to School or to House Officer

6) MEALS

FACILITY will provide meals for House Officers while on call in house at FACILITY.

(D) BEEPERS

FACILITY shall reimburse School for beepers used by School's House Officers at the rate of \$12.00 per House Officer per month, for House Officers assigned to FACILITY

(E) GRADUATE MEDICAL EDUCATION FEE

FACILITY agrees to compensate School for Graduate Medical Education (GME) expenses at the rate of \$71.00 per House Officer per month while assigned to FACILITY as a resident support service fee. Resident support services include but are not limited to the operation and services provided by the GME Office at School, complying and storing information for FACILITY related to credentialing and assignment of House Officers. School shall retain residency program files as required by the longer of the Accreditation of Colleges of Graduate Medical Education (ACGME) or this Agreement, whichever is longer.

(F) ACCREDITATION FEE

FACILITY shall pay a pro-rata portion of accreditation fees based on the number of full-time House Officers assigned to FACILITY

V. PAYMENT

INVOICE BY SCHOOL.

School shall invoice monthly for services under this Agreement. Invoice detail shall include House Officer name, are/specialty, year/level, with a breakdown of charges by salary, fringe benefits and other fees pursuant to this Agreement.

By submitting the named list of House Officers on the invoice, School represents that these House Officers met the minimum time requirement for the reimbursement requested of the Hospital.

(B) PAYMENT BY FACILITY

FACILITY shall remit payment to School within 30 days following receipt of an appropriate invoice from School pursuant to this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 ACGME LETTER OF AGREEMENT

The additional educational goals and objectives of the School and FACILITY are contained in their respective Letters of Agreement for accredited Programs of House Officer Training and in any Affiliation Agreements that be may executed between the parties.

6.2 SUSPENSION OF HOUSE OFFICER

FACILITY [Medical Director] may suspend any House Officer from FACILITY for just cause pending any due process procedures pursuant to School policy and procedure. FACILITY shall not be required to reimburse School for the suspended House Officer; however, upon reinstatement of the House Officer the obligation of payment shall be resumed on the effective date of reinstatement.

6.3 MOONLIGHTING

House Officers may moonlight with prior approval of the School Program Director and FACILITY [Medical Director]. Moonlighting shall be in accordance with School's policy, including School's House Officer Manual, and any additional policy that may be mutually agreed between the parties to this Agreement. Neither School nor FACILITY is responsible for payment to House Officer for moonlighting.

6.3 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. Section 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 (the “Federal Security Regulations”), 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 (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by 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

6.4 This Agreement, in all its parts, constitutes the entire Agreement between the parties for House Officer services at FACILITY and supersedes all previous contracts for reimbursement to School for House Officer services. School shall not be entitled to any benefits other than those specified herein. No oral statements or written material not specifically incorporated herein shall be of any force or effect and no changes or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein, such amendment to become effective on the date stipulated in such amendment(s).

VII. INDIVIDUAL REQUIREMENTS FOR *** FACILITY***

7.1 HOUSING

Housing shall be provided to House Officers assigned to FACILITY.

7.2 LAB COAT LAUNDRY

FACILITY will provide and launder laboratory coat(s) for each House Officer assigned to FACILITY while at FACILITY in keeping with the dress code.

7.3 DRESS CODE

The parties shall mutually agree on a Dress Code for House Officers; School shall require House Officers to comply with this Dress Code

NUMBER OF HOUSE OFFICERS

The School may, with the prior approval of the CEO of FACILITY, assign non-HCSD funded residents to FACILITY departments.

HOUSE OFFICER SALARIES AND PAYMENT TIMING

The monthly payment will not exceed the agreed to salary, benefit, and administration cost of the maximum number of House Officer FTE's approved under the contract.

The School will submit to FACILITY within 45 days of the close of the month a list of residents paid and at FACILITY for the month prepaid. FACILITY will reconcile this listing with the prior monthly payment and any over/under payment will be deducted/added on a subsequent payment.

One FTE (HO - Level 1) will be defined as the time necessary to fill a full time residency "slot" - a minimum of 56 hours (average) per week for 49 weeks, plus 21 days of vacation leave per year in the first year. One FTE (HO – Level 2 and above) will be defined as 56 hours (average) per week for 48 weeks plus 28 days of vacation leave in each subsequent year. (Vacation/educational leave is at the discretion of the School.)

Note: FACILITY and the School may agree to a separate definition of full time requirement.

NEW AND DISCONTINUED GME PROGRAMS AT HCSD HOSPITALS

HOUSE OFFICER SUSPENSIONS

MEDICAL RECORDS

REPORTING REQUIREMENTS

- After each month, the actual schedule (reflecting changes to the rotation schedule) for each House Officer assigned to FACILITY for any part of the month, including any House Officers assigned to FACILITY for training who were not paid by FACILITY.
- The School will also provide to FACILITY, within 60 days of FACILITY fiscal year end, a complete summary of all monthly rotations for that year, and evidence of program approvals for the year from the appropriate approving body. This is required in order to meet Medicare requirements for both Direct Medical Education and Indirect Medical Education reimbursement. This information must include a schedule of all assignments for any and all House Officers assigned to FACILITY for any portion of the year - including assignments not at FACILITY.

FACILITY will provide the School with the specific format(s) required for both payroll and House officer rotation information and the School shall implement the necessary reporting systems.

FACILITY will annually adjust payments for lost reimbursement for House Officers who are disallowed by the Medicare Fiscal Intermediary for lack of adequate documentation of time spent at the Hospital as specified in this section titled Reporting Requirements or who are not in an "approved program" according to Medicare's definition.

ASSIGNMENTS OUTSIDE OF SYSTEM

MOONLIGHTING

There will be no payment by the Hospital for House Officer moonlighting under this agreement.

The Schools will adopt policies regarding moonlighting and will monitor these policies. These policies will state that the service needs of a department, including moonlighting, of HCSD must be met before outside moonlighting will be allowed. This refers only to residents assigned to FACILITY.

The CEO of FACILITY may limit the number of hours which individual House Officers assigned to FACILITY may moonlight in and out of FACILITY as is deemed appropriate.

B. HOUSE OFFICER BENEFITS

HOUSING

Housing is provided to residents at FACILITY.

FICA/DEFERRED COMPENSATION MATCH

FACILITY will reimburse the School, in addition to the monthly stipends and benefits for each resident assigned to FACILITY, an amount equal to the employer portion of FICA (currently 7.65% of salary), or in the alternative, an amount equal to the School's contribution paid to its deferred compensation plan on behalf of House Officers who elect said plan in lieu of participation in F.I.C.A.

HEALTH, LIFE, AND DISABILITY BENEFITS

The School will provide available benefits for each House Officer assigned to FACILITY.

FACILITY will reimburse the School for its employer contributions to any School approved health

care insurance or HMO program observed by School to its employees for the cost of such benefits per

House Officer to the extent that the coverage is actually purchased. It will be the School's responsibility to ensure that each House Officer FTE approved and working at FACILITY is covered by health insurance.

MALPRACTICE INSURANCE

FACILITY will maintain Malpractice Liability Coverage for all House Officers assigned under this agreement pursuant to Louisiana R.S. 40:1299.39 et seq-

LABORATORY COATS

VACATION LEAVE

FACILITY agrees that for each House Officer assigned full-time, it will allow for 21 days vacation leave the first year, and 28 days for all other years. Vacation leave policies are set by the School. No leave is paid unless taken and none is carried forward year to year. Leave policies are listed in the GME Guidelines.

BEEPERS

This reimbursement shall not include House Officers whose primary working site is Hospital (e.g. House Officers in the Medicine and Family Medicine Residency Programs located at Hospital).

HEALTH CARE PROGRAMS

C. OTHER CONTRACT TERMS

DRESS CODE

The School agrees to establish and ensure compliance with a dress code, which is acceptable to FACILITY for House Officers while at FACILITY.

ADMINISTRATION OF THIS AGREEMENT

ACCREDITATION FEES

OTHER REQUIREMENTS FOR THE ADMINISTRATION OF HOUSE OFFICER PROGRAMS

MISCELLANEOUS

TERMINATION. This contract may be terminated by either party upon giving thirty days written notice to the other party.

CONFIDENTIALITY. LSU hereby warrants that it shall comply with all applicable HIPAA, Federal and State laws, rules, and regulations concerning confidentiality, which safeguard information.

RIGHT TO AUDIT. The State Legislative Auditor, and/or the Office of the Governor, Division of Administration Auditors, Federal Auditors, HCSD auditors or those designated by the HCSD shall have the option of auditing all accounts pertaining to this contract. Records will be made available during normal working hours for this purpose.

FUND USE. LSU agrees not to use funds paid for services rendered under terms of this contract to urge any elector to vote for or against any candidate or proposition on an election ballot. Nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority.

RECORD RETENTION. LSU agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least three (3) years (L.R.S. 44:3 Preservation of Records) after final payment, or as described in 45 CFR 74:21(b), whichever is longer. Books, records, and other documents concerning this contract may be disposed of prior to the three (3) year period if audits have been conducted and no exceptions found.

CIVIL RIGHTS. Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order 11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap, or

national origin. Both parties shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to insure that all services are delivered without discrimination due to race, color, national origin or handicap. LSU agrees not to discriminate on the basis of sexual orientation in any matter pertaining to employment.

ASSIGNMENT. LSU shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the HCSD and the Office of Contractual Review provided, however, that claims for money due or to become due to the LSU from the HCSD under this contract may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to both the HCSD and the Director of Contractual Review in the Division of Administration.

TAXES. School accepts the responsibility for payment of all state, federal or local taxes due from the funds received by it under this Agreement under Tax Identification Number 726087770.

MODIFICATIONS AND AMENDMENTS. It is understood by both parties that this contract may be modified or amended only by written agreements signed and duly approved by those representatives of both parties so authorized to enter into agreements, and that no amendment or modification shall take effect until so approved by all parties to the Agreement.

CONTRACT/RESIDENCY MANAGEMENT. The School agrees to actively pursue the establishing of a Contract/Residency Management Program at FACILITY. This would include the hiring of at least one (1) FTE by the School with work assignment to FACILITY. The individual would act as the Contract/Residency Coordinator and would assist the Medical Director in all phases of residency management specified in this Agreement, including (but not limited to) invoice preparation and reconciliation, apartment assignments, policy and procedure development, reporting and interface with FACILITY Administration and other personnel.

FACILITY realizes this program development is subject to fund availability on the part of the School.