

LOUISIANA STATE UNIVERSITY AT ALEXANDRIA  
Department of Allied Health

This Agreement entered this 30<sup>th</sup> day of January, 2004, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College represented herein by Dr. Robert Cavanaugh, Chancellor of Louisiana State University at Alexandria, the first party, and Huey P. Long Medical Center, located in Pineville, Louisiana, the second party. This Agreement shall endure for a period of three years, expiring January 30<sup>th</sup>, 2007.

WITNESSETH

WHEREAS, it is agreed by the aforesaid parties to be of mutual interest and advantage that the students enrolled in the Radiologic Technology program at Louisiana State University at Alexandria be given the benefit of educational facilities for clinical laboratory experience, and

WHEREAS, the Board of Supervisors of Louisiana State University and A&M College, represented by Dr. Robert Cavanaugh, on this date authorizes the execution of an Agreement to cover such services.

NOW THEREFORE, the Board of Supervisors of Louisiana State University and A&M College effects the following Agreement with the Huey P. Long Medical Center to obtain for a mutually agreed upon number of students, or any part thereof, in the health care facility. This Agreement to be governed by the following conditions:

Specific Responsibilities of  
Louisiana State University at Alexandria

1. It shall be the responsibility of Louisiana State University at Alexandria, after consultation with Huey P. Long Medical Center, to plan and implement the education program for the clinical experiences.
2. Louisiana State University at Alexandria will provide qualified instructors to teach in the Radiologic Technology Programs.
3. Louisiana State University at Alexandria will withdraw, upon written recommendation of Huey P. Long Medical Center, any student who shall fail to meet the standards of Huey P. Long Medical Center.
4. Instructors and students will abide by the policies and philosophies of Huey P. Long Medical Center while using its facilities.
5. Louisiana State University at Alexandria will not discriminate against any individual in his or her course of study because of race, color, creed, sex, or national origin.
6. Louisiana State University at Alexandria instructors and students are covered by liability insurance through the State of Louisiana, Office of Risk Management.

7. Louisiana State University at Alexandria will provide Huey P. Long Medical Center at the beginning of each semester evidence of proper licensure and credentials for all faculty that will be assigned to Huey P. Long Medical Center.
8. Louisiana State University at Alexandria will provide Huey P. Long Medical Center at the beginning of each semester a written statement that all faculty and students assigned to Huey P. Long Medical Center are competent in all aspects of care, including CPR certification of staff.
9. Louisiana State University at Alexandria will provide Huey P. Long Medical Center at the beginning of each semester a written statement that all faculty and students assigned to the hospital have completed a physical exam and TB test prior to employment/enrollment. Louisiana State University at Alexandria agrees to insure that all staff and students assigned to Huey P. Long Medical Center will participate in annual TB testing at either student or school expense.
10. Huey P. Long Medical Center may require Louisiana State University at Alexandria to comply with the facility drug screening program when warranted by cause, and/or a post-accident investigation as described in the facility Human Resource Policy. Huey P. Long Medical Center will maintain confidentiality of test results except on a strict need-to-know basis and the student will cover all costs of applicable drug screens.
11. Louisiana State University at Alexandria shall adhere to applicable clinical and administrative policies and procedures, including participation at Louisiana State University at Alexandria in general hospital methods and practices, an orientation to the specific hospital unit before beginning patient care or other activities. Included in the general Louisiana State University at Alexandria orientation will be OSHA standards, general safety precautions, and accepted infection control guidelines. Prior to beginning each semester, Louisiana State University at Alexandria will provide written documentation that this training has been provided by all assigned faculty and students. The faculty and students each semester will participate in specific hospital unit in-service prior to the beginning to serve in any capacity at the hospital which will include administrative, employee health, emergency and disaster, safety, human resources and those policies and procedures specific to the hospital. The hospital unit manager will provide documentation of unit specific orientation.
12. Louisiana State University at Alexandria faculty and staff will be provided written training materials on Corporate Integrity Training Program and each student and faculty will verify acceptance of responsibility for reviewing material assigned.
13. Louisiana State University at Alexandria shall participate in Huey P. Long Medical Center in-service training programs as appropriate.
14. Louisiana State University at Alexandria specifically understands that all patient care

documents, data and information shall be the property of Huey P. Long Medical Center and are subject to all laws and regulations regarding the provision and maintenance of those documents for seven (7) years after the cost report is filed.

15. It is expressly acknowledged by the parties hereto that Louisiana State University at Alexandria is acting and performing at all times as an independent contractor and nothing in this agreement is intended to nor shall be construed to create any employer/employee relationship or a joint venture relationship.
16. Louisiana State University at Alexandria shall provide the following types of insurance in the indicated amounts for faculty and staff assigned to Louisiana State University at Alexandria. General liability – \$1 million; Professional liability – \$1 million; Auto liability – \$1 million; Worker’s compensation – Statutory minimum, in accordance with all applicable laws and regulations with the State of Louisiana. Louisiana State University at Alexandria shall provide certificates of all coverages to Huey P. Long Medical Center upon acceptance of this contract and prior to the provision of any services. Such policies shall be with carriers acceptable to Huey P. Long Medical Center.
17. The University carries workmen's compensation insurance on its employees in amounts required by the laws of the State of Louisiana. It is also understood that assigned students are not Huey P. Long Medical Center employees.
18. Louisiana State University at Alexandria agrees to hold Huey P. Long Medical Center harmless from any and all claims arising out of the act or conduct of the University's students, staff or employees. The LSUA Department of Allied Health, being a Department of LSU at Alexandria, and thereby, an agency of the State, is accorded professional liability protection under ACT 660, Senate Bill Number 467, which amends and reenacts Section 1299.39 of Title 40 of the Louisiana Revised Statutes of 1950, as enacted by Act Number 66 of the 1976 Regular Session of the Louisiana Legislature relative to medical malpractice which provides for the payment of malpractice claims against State health providers.
19. The parties mutually agree to defend and indemnify each other (including their contractors, Louisiana State University at Alexandria and employees) from and against all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigations, court costs, and attorney’s fees, for injury to or death of any person or for damage to any property arising out of or in connection with their own respective negligence.

Specific Responsibilities of  
Huey P. Long Medical Center

Huey P. Long Medical Center agrees to provide the following:

1. Maintain JCAHO accreditation or accreditation by any other appropriate accrediting body.
2. Full cooperation on the part of Huey P. Long Medical Center to help insure the success of the programs.

3. In case of illness or accident to students while in the clinical area, first-aid care will be given and the student will be referred to his or her physician through the instructor assigned to the agency.
4. Adequate space for classrooms (including demonstration units), offices, and lounge purposes.
5. Equipment and supplies needed for clinical instruction at the Huey P. Long Medical Center.
6. Suitable clinical experience situations in patient care as prescribed by the curriculum and offerings of the Department of Allied Health.
7. Huey P. Long Medical Center will not discriminate against any individual in his or her course of study because of race, color, creed, sex, or national origin.
8. Huey P. Long Medical Center will retain responsibility and accountability for all patient care.

All contract services provided by this agreement shall be provided in compliance with the standards of the JCAHO, the DHHS, federal, state, local or private accrediting organizations; the Bylaws and Policies of the facility; and the Bylaws, Rules and Regulations of the Medical Staff of the Hospital, all as may from time to time be amended.

This agreement shall be construed in accordance with the laws of the State of Louisiana. If any clause or provision of this agreement is illegal, invalid, or unenforceable, under present or future laws effective during the term thereof, then the remainder of this agreement shall not be affected thereby, and in lieu of each clause or provision that is illegal, invalid or unenforceable, there shall be added a clause or provision as similar terms as may be possible which is legal, valid or enforceable. This agreement shall be enforced in accordance with the laws of the State of Louisiana.

This agreement supersedes any previous contracts between the parties and constituted the entire agreement between the parties. Both parties acknowledge that any statements or documents not specifically referenced and made a part of this agreement shall not have any effectiveness.

This agreement may be terminated by either party giving thirty (30) days notice, in writing, to the other party at the addresses hereinabove set forth. Such termination shall not affect students already enrolled until such time as those students have completed their respective courses.

THUS SIGNED AND DATED:

APPROVED:

Huey P. Long Medical Center

By: \_\_\_\_\_

\_\_\_\_\_  
Date

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND A&M  
COLLEGE

By: \_\_\_\_\_

Dr. Robert Cavanaugh  
Chancellor, LSU at Alexandria

\_\_\_\_\_  
Date