

LOUISIANA STATE UNIVERSITY AT ALEXANDRIA  
Division of Nursing & Health Sciences

This Agreement entered this FIRST day of February 2003, by and between the Board of Supervisors of Louisiana State University and A&M College, the first party, and CHRISTUS St. Frances Cabrini Hospital, located at Alexandria, Louisiana, the second party. This Agreement shall endure for a period of three years, expiring January 31, 2006.

WITNESSETH

WHEREAS, it is agreed by the aforesaid parties to be of mutual interest and advantage that the students enrolled in the nursing 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 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 CHRISTUS St. Frances Cabrini Hospital 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 CHRISTUS St. Frances Cabrini Hospital, 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 Nursing and Health Sciences Programs.
3. Louisiana State University at Alexandria will withdraw, upon written recommendation of CHRISTUS St. Frances Cabrini Hospital, any student who shall fail to meet the standards of CHRISTUS St. Frances Cabrini Hospital.
4. Instructors and students will abide by the policies and philosophies of CHRISTUS St. Frances Cabrini Hospital 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 CHRISTUS St. Frances Cabrini Hospital at the beginning of each semester evidence of proper licensure and credentials for all faculty that will be assigned to CHRISTUS St. Frances Cabrini Hospital.
8. Louisiana State University at Alexandria will provide CHRISTUS St. Frances Cabrini Hospital at the beginning of each semester a written statement that all faculty and students assigned to CHRISTUS St. Frances Cabrini are competent in all aspects of care, including CPR certification of staff.
9. Louisiana State University at Alexandria will provide CHRISTUS St. Frances Cabrini Hospital 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 CHRISTUS St. Frances Cabrini Hospital will participate in annual TB testing at either student or school expense.
10. CHRISTUS St. Frances Cabrini may require Louisiana State University 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 #406 entitled "A Drug Screening Program" (attached). CHRISTUS St. Frances Cabrini Hospital will maintain confidentiality of test results except on a strict need-to-know basis and 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 CHRISTUS St. Frances Cabrini Hospital 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 CHRISTUS St. Frances Cabrini Hospital 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 CHRISTUS St. Frances Cabrini Hospital upon acceptance of this contract and prior to the provision of any services. Such policies shall be with carriers acceptable to CHRISTUS St. Frances Cabrini Hospital.
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 CHRISTUS St. Frances Cabrini Hospital employees.
18. Louisiana State University at Alexandria agrees to hold CHRISTUS St. Frances Cabrini Hospital harmless from any and all claims arising out of the act or conduct of the University's students, staff or employees. The LSUA Division of Nursing and Health Sciences, being a Division 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 the  
CHRISTUS St. Frances Cabrini Hospital

CHRISTUS St. Frances Cabrini Hospital agrees to provide the following:

1. Maintain JCAHO accreditation or accreditation by any other appropriate accrediting body.
2. Full cooperation on the part of CHRISTUS St. Frances Cabrini Hospital 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 CHRISTUS St. Frances Cabrini Hospital.
6. Suitable clinical experience situations in patient care as prescribed by the curriculum and offerings of the Division of Nursing and Health Sciences.
7. CHRISTUS St. Frances Cabrini Hospital will not discriminate against any individual in his or her course of study because of race, color, creed, sex, or national origin.
8. CHRISTUS St. Frances Cabrini Hospital will retain responsibility and accountability for all patient care.

All contract services provided by this agreement shall be provided in compliance with the doctrines, disciplines, laws, rules, and regulations of the Roman Catholic Church, the Ethical and Religious Directives for Catholic Health Facilities promulgated by the National Conference of Catholic Bishops; the standards of the JCAHO, the DHHS, or any Catholic, 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 twelve (12) months 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:

CHRISTUS ST. FRANCES CABRINI HOSPITAL

By: \_\_\_\_\_ Date \_\_\_\_\_  
Stephen Wright, CEO

LOUISIANA STATE UNIVERSITY AT ALEXANDRIA

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dr. Robert Cavanaugh  
Chancellor, LSU at Alexandria