

Memorandum of Understanding

Between

United States Department of Veterans Affairs

And

Louisiana State University Health Care Services Division

1.0 INTRODUCTION

This Memorandum of Understanding (MOU) is made between the United States Department of Veterans Affairs (“VA”) and Louisiana State University Health Care Services Division (“LSU”) (hereinafter referred to collectively as “the Parties”).

- 1.1 The Parties intend by this MOU to establish a mutually beneficial relationship to foster discussions regarding the future of VA and LSU medical care delivery in the New Orleans, Louisiana region.
- 1.2 This MOU will address the basic framework for discussions between the Parties, but leaves for later agreement the more precise terms that will constitute the substance of the future relationship.

2.0 PURPOSE

2.1 Prior to the natural disaster known as Hurricane Katrina in August 2005, each of the Parties either directly owned and operated or had an interest (financial or governmental) in various medical facilities in the City of New Orleans. The facilities involved were various and included at least the following: New Orleans VA Medical Center, University Hospital and Charity Hospital, and ancillary support facilities, (collectively “the Facilities”). Each of the facilities referred to herein sustained significant damage from Hurricane Katrina and/or the resultant flooding in numerous parts of the City.

2.2 Each of the Facilities served a segment of the population of New Orleans region and provided various levels of medical services. In many case these services were complementary among the Facilities. Many valuable and productive relationships existed between the Parties to foster cooperation and collaboration in tertiary, specialty and primary care and especially medical education and training for the medical professionals employed at the Facilities.

2.3 This MOU will provide a framework for collaboration and discussion on reestablishing a health care presence in New Orleans and how the Parties could work together to achieve that mutually beneficial goal.

3.0 AUTHORITY

3.1 Under 38 USC § 513, the Secretary of Veterans Affairs may “enter into contracts or agreements with private or public agencies or persons... for such necessary services... as the Secretary may consider practicable.”

3.2 Pursuant to 38 USC § 8153, when the Secretary determines it to be in the best interest of the prevailing standards of the Department [of Veterans Affairs] medical care program, he may make arrangements, by contract or other form of agreement for the mutual use, or exchange of use, of health-care resources between Department health-care facilities and any health-care provider, or other entity or individual.

3.3 Pursuant to Article 8, Section 7 of the Louisiana *Constitution*, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (Board) is granted authority to supervise and manage the institutions statewide and other programs administered through its system. The LSU Health Care Service Division is a part of the LSU System.

4.0 ROLES AND RESPONSIBILITIES OF THE PARTIES

4.1 The Parties shall draft a Charter for a study group to be known as VA/LSU Collaborative Opportunities Study Group (COSG) for New Orleans (the “Group”).

4.2 Subject to federal law, regulation and VA policy, the VA shall commit the appropriate resources (time, assets, personnel, etc.) to the formation and support the ongoing functioning of the Group.

4.3 Subject to law, regulation and LSU policy, LSU shall commit the appropriate resources (time, assets, personnel, etc.) to the formation and the ongoing functioning of the Group.

4.4 The Parties understand that other entities or organizations may have an interest in the goals and activities described in this MOU. In recognition of this, the Parties will invite the participation of other entities, organizations or associations as determined by the Group.

4.5 The Parties agree that the Group shall be tasked to study the following areas of mutual interest:

4.5.1 The present and future demographics of the City of New Orleans [“City”] and metropolitan New Orleans area [“Region”];

4.5.2 The present and future need for LSU and VA health care services, medical research and medical education in the City and Region;

4.5.3 An analysis of the present and future need for LSU and VA primary, tertiary, specialty and emergency health care services in the City and Region;

4.5.4 Evaluation of state-of-the art joint and collaborative health care delivery models, including the model known as the Texas Medical Center;

4.5.5 An analysis of proposed sites and locations for future LSU and VA health care facilities, research and educational facilities in the City and Region, including analysis of sites for joint and collaborative facilities;

4.5.6 An analysis of how the VA/LSU collaboration can contribute to the National and Louisiana advancement of health care services, in cooperation with medical education.

5.0 FUNDING

The Parties shall attempt to secure reasonable funding to allow for the successful accomplishment of the activities and goals of this MOU. All Parties, however, expressly acknowledge that the activities and goals under this MOU shall be subject to their limited authority and the availability of appropriated and other funds, and the assets of each Party, including the approval of alternate sources of funding. Nothing in this MOU or elsewhere shall be construed as establishing a contract (or any other binding legal commitment) obligating any Party to this MOU to provide money, goods or services of any kind to any legal or governmental entity.

6.0 AGREEMENTS

In order to foster the success of this MOU, the Parties agree to the following:

6.1 Each Party pledges in good faith to go forward with this MOU and to further the goals and purposes of this MOU, subject to the terms and conditions of this MOU. The Parties agree to resolve disputes, if any, through good faith discussions.

6.2 By mutual agreement, which may be formal or informal, the Parties may modify the list of intended activities and goals set forth in Paragraph 4.0 above, including the practical manner by which the goals, activities and purposes of this MOU will be accomplished. However, any modification to any written portion of this MOU must be made in writing and signed by all Parties, or their designees.

6.3 Nothing in this MOU shall be construed to authorize or permit any violation of Federal, State or local law, including environmental laws and regulations, and public records laws, as applicable..

6.4 All Parties agree that they do not expect, nor will they ever seek to compel in any judicial or other forum, the payment of money, services or other thing of value from any other Party based upon the terms of this MOU. The Parties agree further that this provision does not affect in any way any legal rights accruing to any Party outside of this MOU by virtue of any other law or contract, or otherwise.

6.5 The Parties agree that participation in the goals activities and purposes of this MOU does not constitute an endorsement, express or implied, by a Party of any policy advocated by any other Party.

7.0 PRIMARY CONTACTS

The Parties intend that the work under this MOU shall be carried out in the most efficient manner possible. To that end, the Parties intend to designate individuals who will serve as primary contacts among the Parties. The Parties intend that, to the maximum extent practicable and unless otherwise approved by another Party, all significant communications between the

Parties shall be made through the primary contacts. The designated primary contacts for the Parties are listed in Attachment A to this MOU.

8.0 WITHDRAWAL FROM MOU

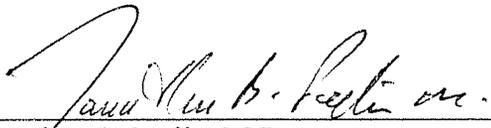
Any Party may unilaterally withdraw from this MOU at any time by transmitting a signed writing to that effect to the Primary Contact(s) of the other Parties listed in Attachment A. The withdrawal shall be effective sixty (60) days from the date of transmittal of the written withdrawal.

9.0 EFFECTIVE DATE

This MOU shall become effective immediately upon full execution of all signatories listed below and shall remain effective until there is a withdrawal pursuant to paragraph 8.0 hereof.

The Parties hereby agree to the foregoing MOU, executed this 23rd day of February 2006.

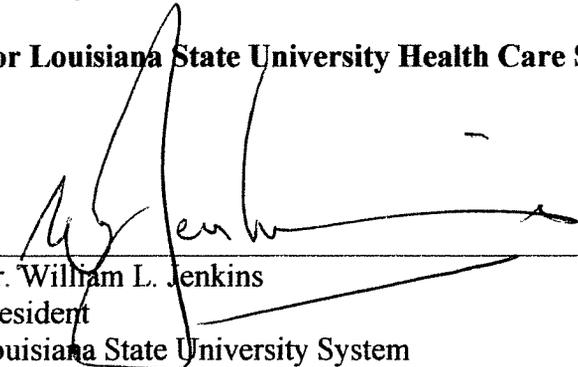
For the United States Department of Veterans Affairs:



Date: FEB 23 2006

Jonathan B. Perlin, M.D.
Under Secretary for Health
United States Department of Veterans Affairs
Washington, DC

For Louisiana State University Health Care Services Division:



Date: FEB 23 2006

Dr. William L. Jenkins
President
Louisiana State University System

ATTACHMENT A
PRIMARY CONTACTS

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