# ACCEPTANCE OF CONTINGENT OFFER AGREEMENT

**CLINICAL FACULTY**

**<2024-25>**

By accepting this faculty appointment, I understand the following:

1. This appointment iscontingent on my ability to provide acceptable documentation of United States authorized employment.
2. My appointment is contingent on successful and continued licensure to practice medicine in the State of Louisiana. Licensing in the State of Louisiana requires submission of background credentials to the Federation (of State Medical Boards) Credentials Verification Service (“FCVS”) <https://www.fsmb.org/fcvs/>; the licensing process requires four (4) months or even more depending on my educational and employment history. (**Please note:** The Louisiana State Board of Medical Examiners (“LSBME”) has an online <http://www.lsbme.la.gov/licensure/physicians> application process that includes a “Helpful Hints” link for physician licensing. Of particular note is the ability to designate present or future support staff for access to the FCVS and LSBME tracking links. An authorization form can be downloaded from the LSBME website.)
3. I understand and agree that LSU Health Sciences Center (“LSUHSC”) will receive and share information with affiliated clinical partners regarding my adherence to standards of care, compliance with institutional policies and professional behavior.
4. My appointment and any guarantee of supplemental compensation are also contingent on being credentialed at the LSU HealthCare Network (the Faculty Group Practice) if applicable, and obtaining and maintaining privileges at all practice sites that will utilize my clinical services, <including \_\_\_\_>. I understand that there may be specific additional “privilege” requirements to satisfy at individual facilities if I will be using moderate or deep sedation for procedures.
5. If my appointment will be continued after the initial appointment period, my compensation will be re-evaluated taking into consideration the revenue streams available to support my salary, department and school policies, national benchmark salary data for an academic faculty, and performance and productivity. I understand that my performance and productivity will be measured by, but not necessarily limited to, those factors considered in the annual review process, and my supplement may be adjusted on <monthly, quarterly, semi-annual, annual> basis. Moreover, should I take leave for a period of time in excess of four months within a twelve-month period (for any reason) my supplemental compensation will be reduced commensurate with the decrease in my clinical productivity and reduced performance of other responsibilities linked to the supplement.
6. LSUHSC will withhold from my compensation and make the required employer’s contribution to the Teachers’ Retirement System of Louisiana (“TRSL”) or the Optional Retirement Plan (“ORP”), as the case may be. No amounts other than “base salary “or “base compensation” shall be considered “earnable compensation” for purposes of retirement. No retirement will be calculated or paid by the TRSL on any amounts other than “base salary” or “base compensation.” The Benefits Office in Human Resource Management will answer specific questions should I need additional information.
7. Medical malpractice indemnification will be provided in accordance with the provisions of La. R.S. 40:1237.1 as amended from time to time.
8. As a faculty member, all professional services and all clinical activities will be performed for or at the direction of LSUHSC. All practice collections and other practice activities will be conducted by the School of Medicine or its properly authorized designee, and the appropriate amount will be applied to the supplement in accordance with the applicable departmental and school compensation policies and procedures.
9. All grants and contract applications, including those for clinical trials, submitted with me listed as principal investigator or an equivalent designation, must be processed through LSUHSC with LSUHSC cited as the sponsoring institution, in accordance with Louisiana State University (“University”) policy.
10. Generally, all intellectual developments, including inventions, patents, copyrights, software programs, etc., made during my employment at LSUHSC, belong to LSUHSC and the University. Furthermore, all intellectual developments and technological advances that have potential commercial value must be routed through the Office of Technology Management. Consequently, my signature on this Acceptance of Offer indicates my agreement to abide and be bound by the related LSUHSC and University policies and regulations, including Chapter VII of the University By-Laws and Regulations as well as any subsequent amendments or Permanent Memoranda.
11. All faculty members participate in an Annual Review (“Review”) process, conducted by the department head (or designee). At the time of the Review, I will provide a summary of my scholarly accomplishments, teaching activities, institutional service and grant funding. As part of the Review, a plan for goals and objectives for the coming year will be discussed as well as long range career goals.
12. I acknowledge that the statement of a specific term of employment is not an absolute guarantee; rather I am subject to the same performance standards and expectations as other LSUHSC faculty members. As a result, I can be terminated for cause before the completion of this initial term; moreover, there is no guarantee that the appointment will be renewed beyond the initial term. Additionally, I have the right to resign from my position at any time by giving written notice at least ninety (90) calendar days before the effective date of my resignation. (**Please note:** Detailed information about termination for cause, appeals, non-renewal, and resignation is in the LSUHSC Faculty Handbook.)
13. I will be subject to all LSUHSC and University By-Laws and Regulations and the policies and procedures of the LSUHSC, the School of Medicine and the department, including, but not limited to, the By-Laws and Regulations, the Faculty Handbook, Permanent Memoranda and Chancellor’s Memoranda as exist now and as modified from time to time. (**Please note:** many of these documents can be reviewed on the LSUHSC web-site with <http://www.lsuhsc.edu/administration/subscriptions/> and <http://www.lsuhsc.edu/administration/academic/docs/LSUHSC-NO%20Faculty%20Handbook.pdf> being representative links )
14. La. R.S. 42:31 (Act 264) requires that if my base salary is greater than or equal to $100,000 annually, I must provide proof of a valid Louisiana driver’s license and proof that all vehicles titled in my name have been registered in the state of Louisiana.
15. Any disputes between me and LSUHSC shall be governed by and construed and enforced in all respects in accordance with the laws of the State of Louisiana, without giving effect to any conflict of laws provisions.
16. By signing this Acceptance of Contingent Offer, I acknowledge that: (1) the letter signed by all designated school officials, and this “Acceptance of Contingent Offer” constitute the entire agreement between myself and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College; (2) verbal statements or written material not specifically included in the letter of offer shall be of no force or effect; and (3) no changes in or additions to the letter of offer shall be recognized. (**Please note:** If it is necessary to change the terms of offer, the letter of offer will be completely rescinded and a new letter of offer provided.)

Furthermore, by accepting this appointment I represent and warrant that, now and throughout the term of my appointment and/or employment:

1. I am not bound by any contract or arrangement which would preclude me from entering into, or from fully performing the services required under my employment with LSUHSC, including any non-compete agreements with other entities;
2. My license to practice medicine in this State and in any other jurisdiction has not been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way;
3. I have neither had my medical staff privileges at any health care facility denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, nor made subject to terms of probation or any other restriction;
4. I have neither conducted nor am I presently conducting my medical practice in such a manner as to cause me to be suspended, excluded, barred, or sanctioned under the Medicare or Medicaid Programs, by any government licensing agency, or under any other state or federal law or regulation, and I have never been convicted of any offense related to health care;
5. I have not been charged with, convicted of, pled guilty to, or entered a plea of *nolo contendere* to a civil charge or criminal offense, the subject matter of which is related in any manner to health care;
6. I have never been convicted of a felony;
7. I have never been listed by any federal agency as sanctioned, debarred, excluded or otherwise ineligible for federal program participation;
8. I shall maintain throughout the term of this appointment, an unrestricted license to practice medicine in the State of Louisiana; and
9. I am eligible for and able to obtain and maintain credentials at all facilities and institutions with which LSUHSC performs services relevant to my practice area and I am eligible for and able to obtain and maintain credentials with any and all managed care entities with which LSU or LSU HealthCare Network contracts for health care services.

If at any time before acceptance and final approval by the Board of Supervisors of the letter of offer, I fail to satisfy the above requirements, I understand that the letter of offer will automatically be null, void, and is deemed rescinded.

Furthermore, if during my employment, I fail to satisfy the above requirements or violate the policies and regulations of the LSU Board of Supervisors, its institutions, or any of its administrative units, I understand that I may be terminated by LSUHSC. By accepting this appointment and/or employment I agree to perform all duties and services required by LSUHSC and the University with all applicable federal, state, and local laws, rules and regulations. I also agree to comply with all LSU System Bylaws and Regulations, and the policies and procedures of the LSU System, the LSUHSC, the School of Medicine and the department as exist currently and as may be modified from time to time. Specifically, I agree to comply with the substance abuse and fitness for duty policies. By doing so, I recognize that this agreement will not be enforceable and that my employment will not begin until a negative test has been obtained if it is required as a condition of my employment.

This offer and my acceptance are subject to and governed by the Bylaws and Regulations of the LSU Board of Supervisors and the LSU System. Furthermore, I acknowledge that this offer is contingent upon its approval through standard University channels up to and including approval by the Board of Supervisors. Therefore, an acceptance of this contingent offer prior to that approval is not binding upon the University and will not become effective until final action by the LSU Board of Supervisors.

My signature attests to acceptance of these terms and those of the attached letter of offer with Dean’s (or Dean’s designee’s) signature dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

<Name of Candidate>

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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