



ST. JOHN

THE BAPTIST PARISH

1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

COOPERATIVE ENDEAVOR AGREEMENT
Between St. John the Baptist Parish Council
and
Teche Action Board, Inc.

THIS COOPERATIVE ENDEAVOR AGREEMENT ("Agreement"), is made and entered into effective as of 12th day of December, 2017 (the "Effective Date"), pursuant to the 1974 Louisiana Constitution Article VII Section 14(B) wherein political subdivisions are permitted to use public funds/property for programs of social welfare for the aid and support of the needy; and Section 14(C), which empowers governmental and private entities to enter into Cooperative Endeavor Agreement, by and among the following parties:

ST. JOHN THE BAPTIST PARISH COUNCIL (hereinafter referred to as "Parish"), a political subdivision of the State of Louisiana, whose mailing address is 1801 W Airline Hwy, LaPlace, LA 70068 herein appearing by and through Natalie Robottom, Parish President, duly authorized; and

TECHE ACTION BOARD, INC., (hereinafter referred to as "Teche") a Louisiana non-profit corporation, doing business as Teche Action Clinic, which is a Federally Qualified Health Center pursuant to under Section 330 of the Public Health Service Act (hereinafter referred to as "Teche"), represented herein by and through Dr. Gary Wiltz, its Chief Executive Officer, duly authorized.

RECITALS

WHEREAS, St. John the Baptist Parish (the "Parish") is designated by the U.S. Health Resources and Service Administration (HRSA), an agency of the U.S. Department of Health and Human Services ("DHHS") , as a "Low Income Population Health Professional Shortage Area ("HPSA") for primary, dental and behavioral health"; and

WHEREAS, Parish owns certain properties located at 471 Central Avenue in Reserve, Louisiana ("East Bank") and at 159 E. 3rd Street in Edgard, Louisiana ("West Bank") both collectively referred to hereafter as the "Buildings"; and

WHEREAS, Teche desires to occupy the Buildings to utilize the property for the provision of primary and preventative health care services, patient education and outreach (“Services”) and related uses, to the residents of the Parish and other Louisiana residents, without regards to the residents’ ability to pay for such Services; and

WHEREAS, the Parish desires that Teche be authorized to utilize the Buildings for the aforementioned purposes; and

WHEREAS, the Parish desires to cooperate with Teche for the public purpose of ensuring that all residents of the Parish have access to comprehensive, safe, and quality primary and preventative health care services, including dental and behavioral health services, within the Parish; and

WHEREAS, the Parish has made a determination that the use of property owned by the Parish by Teche for the provision of public healthcare services to all residents of the Parish, regardless of their ability to pay, serves a public purpose and is not gratuitous; and

WHEREAS, the Parish has a reasonable expectation of receiving a benefit or value for the Parish community, as more fully set forth below in detail, that is at least equivalent to or greater than the consideration described in this Agreement; and

WHEREAS, the Parish and Teche hereby enter into this Agreement for the purpose of authorizing Teche to utilize the Buildings for the provision of primary and preventative health care services, education and outreach to residents residing in and outside of St. John the Baptist Parish.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. **PUBLIC PURPOSE**. The parties agree that the public purpose for this Agreement is to provide residents of St. John the Baptist Parish with access to primary and preventative health care services and related resources, foster economic development in St. John the Baptist Parish, which will further benefit the health and welfare of residents of St. John the Baptist Parish, and to collaborate with community programs such as Council on Aging, the Parish School Board, Parish Health Unit, and local AARP offices in providing patient education, training and access to services offered by Teche, at no additional costs to the Parish. The parties have determined that (a) the transfer contemplated pursuant to this Agreement, the use of the Buildings by Teche to provide those Services, as more fully set forth below, is for a public purpose that comports with a governmental purpose that Parish may pursue; and (b) the transfer, taken as a whole, is not gratuitous; and (c) Parish has a reasonable expectation of receiving at least equivalent value in exchange for the transfer contemplated by this act.

2. **PROPERTY**.

2.1 The Buildings comprise approximately 11,000 +/- square feet of land and improvements/appurtenances thereon situated one building being located at in Reserve, Louisiana bearing the municipal address of 471 Central Avenue in Reserve,

Louisiana ("East Bank") consisting of 6937 +/- square feet of space; and the other being located in Edgard, Louisiana bearing the municipal address of 159 E. 3rd Street in Edgard, Louisiana ("West Bank") consisting of 5000 +/- square feet of space. Teche will use approximately 2,500 square feet of space in the East Bank Building, being co-located with the Parish Health Unit. Teche will use approximately 2,500 square feet of space in the West Bank Building.

- 2.2 Teche plans to utilize the Buildings for the provision of primary and preventative health care services, patient education and outreach, plus other appurtenant uses.

3. TERM.

- 3.1 This Agreement shall commence on the Effective Date as first set forth above and shall continue in existence for a term of five (5) years ("Initial Term"). The Agreement shall automatically renew for successive terms of five (years) each ("Renewal Term"), unless either party notifies the other, in writing, at least sixty (60) days in advance of the expiration of the Term of its intent not to renew said Agreement.

4. OBLIGATIONS OF TECHE.

- 4.1 Teche, a Louisiana non-profit corporation is a Federally Qualified Health Center pursuant to under Section 330 of the Public Health Service ("PHS") Act (42 U.S.C. § 254b). Teche's mission is to continually improve its ability to identify and eliminate the unique health disparities of the residents in the parishes, and surrounding areas, in which it operates a health center. The residents of those parishes and surrounding areas will be provided safe, quality, culturally competent, comprehensive primary and preventive health care services, regardless of race, ethnic origin, age, sex, religion, or ability to pay.

- 4.2 Occupancy and Use. Teche shall occupy and use the Buildings during the Term of this Agreement in accordance with the terms and conditions set forth herein, to provide, at its own costs, and in its discretion and judgment, primary and preventative health care services, patient education and outreach activities to Parish residents and other individuals, as well as other lawful uses related and/or appurtenant thereto. Pursuant to this Agreement, services to be offered by Teche may include, but are not be limited to the following, which collectively shall be referred to herein as "Services":

4.2.1 Primary and preventive health care services, including family planning services; sexually transmitted disease (STD) services; HIV/AIDS services; and immunizations; behavioral health and dental services.

4.2.2 A Sliding Fee Discount Program to all patients that fall below the 200% Federal Poverty Guideline, as established by the DHHS and published in the Federal Register. Per Teche policy, all patients are notified of the Sliding Fee Discount Program. This Program allows all patients access to comprehensive primary and preventative health care services, regardless of his or her ability to pay. Patients at or below 100% FPG, are charged only a nominal fee (i.e. \$12.00) for Services provided, despite the actual

amount of the services provided. All amounts in excess of this nominal fee are “charged off” by Teche and not collected from the patient. Patients with incomes above 100% of the current FPG and at or below 200% of the current FPG, are also provided with discounts based on their ability to pay. Any amounts in excess of these sliding discount fee are “charged off” by Teche and are not collected from the patient. All uncollected amounts are referred to as “Charity Care Costs”.

4.2.3 Access to Certified Application Counselors (CAC) who are certified by the La. Department of Insurance under the Senior Health Insurance Program to assist eligible individuals in enrolling in the U.S. DHHS, Centers for Medicare and Medicaid Services (CMS) Medicare Program; by the La. Department of Health to assist eligible individuals in enrolling in the Medicaid Program; and by CMS to assist eligible individuals in enrolling in Health Insurance Marketplaces under the Affordable Care Act, at no added costs to these individuals or the Parish.

4.2.4 Access to discounted prescriptions through Teche’s HRSA approved 340B Pharmacy Program for all Teche patients;

4.2.5 Access to CACs that will assist all residents in applying for medication assistance from various manufacturers through the Patient Assistance Program for prescribed medications.

4.2.6 Collaboration with community programs such as Council on Aging, Parish School Board, Parish Health Unit, and local AARP in providing patient education, training and access to Services offered by Teche, at no additional costs to the Parish.

4.3 Services and Equipment. At its own cost and expense, Teche shall be responsible for the procuring and payment of all costs and equipment necessary to support and maintain its operations at the Buildings, including, but not limited to, the provision and costs of complete janitorial services within the Buildings, including restroom and custodial supplies. However, Parish shall continue to maintain the external premises of the Buildings, as fully set forth in Section 5.2 of this Agreement.

4.4 Payment Terms. During the Term of this Agreement, in consideration of the Services described above and in accordance with La. Civil Code article 2675, the Parish hereby agrees to provide benefits to Teche. Benefits will be provided in the following manner:

4.4.1 To provide Teche with the use of the Buildings as an in-kind contribution by the Parish to ensure that the residents of the Parish have access to the Services, without regards to the patient’s ability to pay or additional costs otherwise to be incurred by the Parish in providing these Service.

4.4.2 Based on an independent third-party financial audit of Teche’s financial records it is anticipated that the Services provided by Teche to the Parish that will be considered Net Charity Care Costs to the residents of the Parish will be valued at approximately **\$271,000** annually.

4.4.3 Teche will provide the Parish Council with an annual accounting of the amount of uncompensated or undercompensated care provided to the residents of the Parish.

4.5 Additional Costs and Expenses. No additional costs or expenses incurred by Teche in performance of this Agreement shall be reimbursed or paid by the State of Parish unless agreed upon in writing by the parties.

4.6 Incident Reporting. Teche agrees to promptly report by telephone any incidents involving claims of personal injury, property damage and/or the necessity for repairs therein involving the Buildings.

4.7 Warranty of Qualifications and Personnel. Teche warrants that it is qualified to carry out the Services for the intended purposes of this Agreement. In the event Teche becomes unfit nor qualified for any reason as related to the provision of the aforementioned services rendered in conjunction with the use of the Building, then Teche agrees to terminate its services and withdraw from work herein at no cost to the Parish. Teche further acknowledges and agrees that its personnel will be qualified and competent to perform the aforementioned services rendered in conjunction with the use of the Buildings.

5. OBLIGATIONS OF PARISH COUNCIL.

5.1 Grant of Use. For the consideration provided pursuant to and as set forth in this Agreement, Parish Council agrees to deliver possession of the Buildings to Teche and to further allow Teche to comply and utilize the Buildings for the purpose of providing the Services previously described in Section 4.1 of this Agreement, and/or such other services as subsequently agreed upon by the Parties hereto.

5.2 Maintenance. Parish shall, at its own expense, and within a reasonable period of time, make any and all repairs, improvement and/or replacements of whatsoever nature or character that may become necessary to the Buildings during the Term of this Agreement. Such repairs, improvements and/or replacements include, but are not limited to, repairs, improvements and/or replacements to the roof, foundation, floors, outside walls, structural components, plumbing, electrical and/or HVAC systems of the Buildings. However, the Parish shall not be obligated to make any repairs, improvements, and/or replacements unless it is notified in writing of the need to do so and have had a reasonable period of time to do so. Furthermore, the Parish shall not be liable to make any repairs, improvements and/or replacements occasioned by the act of gross negligence of Teche and/or its agents, employees of permitted invitees.

5.3 Inspections. The Parish may conduct monthly building inspections and take any action necessary concerning the Buildings as set forth in Section 5.2 of this Agreement.

The Parish may enter Buildings at reasonable time for such inspections, upon provision of prior notice to Teche, and further provided that Parish will not unduly and adversely interfere with Teche's use of the Buildings or its daily operations.

6. TERMINATION.

- 6.1 Either party shall have the right to terminate this Agreement immediately based upon the failure of the other party to comply with a material term and/or condition ("Material Defect") of this Agreement, provided that the party seeking to terminate this Agreement has provided the other party with written notice specifying its failure to comply. If within 30 days after receipt of such notice, the party on notice has not either corrected the Material Defect, or, in the case which it cannot be corrected in 30 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the party seeking to terminate may, at its option, place the other party in default and the Agreement shall terminate on the date specified in such notice. Either party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the breaching party to comply with the terms and conditions of this Agreement.
- 6.2 Either party may terminate this Agreement without cause and without penalty by providing at least sixty (60) days advanced written notice of its intent to terminate.
- 6.3 Upon the effective date of the termination of this Agreement, Teche shall promptly make adequate provision to promptly transfer possession of the Buildings to the Parish.

7. OWNERSHIP OF WORK PRODCUT, CONFIDENTIALITY AND COPYRIGHT.

- 7.1 All records, reports, documents and other material created, received, maintained or stored by Teche within Buildings shall remain the property of Teche.
- 7.2 At any time during the term of this Agreement, and upon expiration or termination of this Agreement, the Parish Council shall have the right to require Teche to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement, that is not otherwise confidential, within five (5) days of receipt of written notice issued by the Parish.
- 7.3 Confidentiality. The above reference work product shall be held confidential by Teche and shall not be shared with any other entity without express written consent of the Parish.
- 7.4 Copyright. No work product, including records, reports, documents, memoranda or notes obtained or prepared by the Teche under this Agreement shall be the subject of any copyright or application for copyright on behalf of the Teche.

8. AUDIT.

- 8.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana shall have the option of inspecting and auditing all data, records, and accounts of the Teche, which relate to this Agreement.
- 8.2 Teche and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of four years after the date of final payment under the prime contract and any subcontract entered into under this Agreement or four years from the date of termination of the prime contract and any subcontract entered into under this Agreement, whichever is later.

9. DISCRIMINATION CLAUSE.

- 9.1 Teche agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Teche agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Teche agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Teche, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

10. INDEMNIFICATION; INSURANCE.

- 10.1 Indemnification. Teche shall indemnify and hold harmless the Parish against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the Parish growing out of, resulting from, or by reason of any intentional act or omission of Teche, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the Parish fees and costs of litigation, including, but not limited to, reasonable attorneys' fees. The Parish shall indemnify and hold harmless the Teche against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the Teche growing out of, resulting from, or by reason of any intentional act or omission of the Parish, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include Teche's fees and costs of litigation, including, but not limited to, reasonable attorneys' fees.

- 10.2 General Commercial Liability Insurance, Personal and Professional Liability Insurance. Teche, at its own costs, shall maintain a policy of General Commercial Liability Insurance in the minimum limits of One Millions and no/100th (\$1,000,000) Dollars per occurrence for bodily injury/property damage and shall have the liability policy endorsed to name St. John the Baptist Parish as an additional insured thereon throughout the Term of this Agreement and for any Renewal Term, and to provide the Parish with a copy of the certificate of coverage, upon request. Teche shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

11. MISCELLANEOUS PROVISIONS.

- 11.1 Survival. In the event that any one or more of provisions of this Agreement is for any reason held to be illegal or invalid, the parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement.
- 11.2 Partial Invalidity; Severability. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 11.3 Entire Agreement; Modification. This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.
- 11.4 Controlling Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.
- 11.5 Legal Compliance. Teche and the Parish shall comply with all federal, state, and local laws and regulations, including specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.
- 11.6 Non-Waiver. Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.

11.7 Relationship Between the Parties: Exclusion of Benefits. Teche is engaged by the Parish for the purposes set forth in this Agreement. The relationship between Teche and the Parish shall be, and only be, that of an independent contractor and neither party shall not be construed to be an employee, agent, partner of, or in joint venture with the other party.

11.8 Acknowledgement of Exclusion of Worker's Compensation Coverage. The Parish and Teche expressly agree that Teche is an independent contractor as defined in La. R.S. 23:1021(7) and, as such, expressly agree that the Parish shall not be liable to the Teche or to anyone employed by the Teche for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana or for unemployment compensation coverage. Moreover, the Teche shall not be liable to the Parish or to anyone employed by the Parish for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana or for unemployment compensation coverage.

11.9 Acknowledgement of Exclusion of Unemployment Compensation Coverage. The Parish and Teche expressly declare and acknowledge that Teche is an independent contractor and, as such is being engaged by the Parish under this Agreement as noted and defined in La. R.S. 23:1472(123)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

11.9.1 Teche has been and will be free from any control or direction by the Parish over the performance of the services covered by this Agreement;

11.9.2 The services to be rendered by Teche are outside the normal course and scope of the Parish's usual business; and

11.9.3 Teche is customarily engaged in an independently established trade, occupation, profession or business.

Consequently, neither Teche nor anyone employed or contracted by Teche shall be considered an employee of the Parish for the purpose of unemployment compensation coverage.

11.10 Force Majeure. Neither party shall be considered in default in the performance of its obligations to the extent that its performance is prevented, hindered, or delayed by any cause beyond its reasonable control, including but not limited to acts of God, strikes, epidemics, floods, hurricanes, tornadoes, and power failures.

- 11.11 Employment of State Personnel. Teche certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the State of Louisiana.
- 11.12 Covenant Against Contingent Fees. Teche warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for Teche, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for Teche any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Parish shall have the right to annul this Agreement without liability.
- 11.13 Remedies for Default. In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana, including but not limited to the following:
- 11.13.1 Require Teche to present to the Parish a written plan of correction to cure the failure and report periodically in writing to the Parish on Teche's progress in curing such failure until the failure is cured;
- 11.13.2 Take any lawful action at law or in equity to enforce the performance and observation of any obligation, agreement, or covenant of Teche under this Agreement; or
- 11.13.3 Terminate this Agreement in accordance with the provisions set forth herein.
- 11.14 Authority. Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
- 11.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 11.16 Notices. All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and received for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

Parish Council:

St. John the Baptist Parish
1801 West Airline Highway
LaPlace, LA 70068
Attn: Natalie Robottom,
Parish President

Teche:

Teche Action Board, Inc.
1115 Weber Street
Franklin, LA 70538
Attn: Gary M. Wiltz,
Chief Executive Officer

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as of the day and year first written above.

WITNESSES:

Megann Collins
Deanna Schenayder

Parish Council:

St. John the Baptist Parish Council

By: Natalie Robottom

Name: Natalie Robottom

Title: Parish President

WITNESSES:

Gary M. Wiltz

TECHE:

Teche Action Board, Inc., d/b/a Teche Action Clinic

By: Gary M. Wiltz

Name: Gary M. Wiltz, MD.

Title: Chief Executive Officer



ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

December 13th, 2017

Division A

Larry Sorapuru, Jr.
502 Hwy. 18 River Road
Edgard, LA 70049
Cell 504-218-9049

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH

Division B

Jaclyn S. Hotard
1805 W. Airline Hwy.
LaPlace, LA 70068
Office 985-652-1702

1801 W. Airline Hwy.
LaPlace, LA 70068

Dear Mrs. Robottom:

District I

Kurt Becnel
5605 Hwy. 18 River Road
Town of Wallace
Vacherie, LA 70090
Cell 504-330-6338

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, December 12th, 2017.

District II

Julia Remondet
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-330-7739

“Councilman Snyder moved and Councilwoman Hotard seconded the motion to grant administration authorization to enter into a Cooperative Endeavor Agreement (CEA) with Teche Action Clinic for health care services contingent upon approval from the District Attorney’s office. The motion passed unanimously.”

District III

Lennix Madere, Jr.
P.O. Box 2617
Reserve, LA 70084
Cell 985-379-6188

CERTIFICATION

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 12th day of December, 2017.

District IV

Marvin Perrilloux
2108 Golfview
LaPlace, LA 70068
Cell 985-379-6168

December 13th, 2017,

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council

District V

Michael P. Wright
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-717-3936

District VI

Larry Snyder
1936 Cambridge Drive
LaPlace, LA 70068
Cell 985-379-6061

District VII

Raj Pannu
2169 Augusta Drive
LaPlace, LA 70068
Cell 504-417-3282