

**AMENDED AND RESTATED COOPERATIVE ENDEAVOR
INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION OF
THE COMMUNITY WELLNESS CENTER**

**ST. TAMMANY PARISH HOSPITAL SERVICE DISTRICT NO. 1
AND
ST. TAMMANY PARISH GOVERNMENT**

This **AMENDED AND RESTATED COOPERATIVE ENDEAVOR INTERGOVERNMENTAL AGREEMENT** ("Agreement") is made and entered into effective **April 1, 2017** (the "Effective Date") pursuant to the 1974 Louisiana Constitution Article VII Section 14(C) wherein governmental entities are empowered to enter into Cooperative Endeavor Agreements by and among the following Parties:

ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 628, Covington, Louisiana 70434, herein appearing by and through Patricia P. Brister, Parish President, duly authorized by law (hereinafter referred to as "Parish", "St. Tammany Parish", and/or "Parish of St. Tammany," used interchangeably); and

ST. TAMMANY PARISH HOSPITAL SERVICE DISTRICT NO. 1, d/b/a ST. TAMMANY PARISH HOSPITAL, a hospital service district and political subdivision of the State of Louisiana, whose permanent mailing address is 1202 S. Tyler Street, Covington, La 70434, herein appearing by and through Patti M. Elish, its President and CEO, duly authorized (hereinafter referred to as "Hospital").

WHEREAS, effective August 1, 2003, and as thereafter renewed by Parish and Hospital (the "Parties"), Parish and Hospital entered into that certain Cooperative Endeavor Intergovernmental Agreement (the "Original Agreement") through which Hospital agreed to occupy and operate a Community Wellness Center to be constructed on Parish owned property located at 1505 N. Florida Street, Covington, Louisiana, plus other obligations more fully described in the Original Agreement, a copy of which documents are attached to this Agreement as Exhibit "A" and made part hereof as reference; and

WHEREAS, pursuant to its obligations under the Original Agreement, Parish completed, in a good and workmanlike manner, and at its own cost, the construction of the Community Wellness Center and certain immovable improvements thereon, including, but not limited to a building, parking lot, perimeter security fence, and security alarm system, all substantially in accordance with plans by Richard C. Lambert and Associates dated June 4, 2002; and

WHEREAS, pursuant to its obligations under the Original Agreement, Hospital has occupied the Community Wellness Center and provided the community with healthcare and related outreach services as contemplated by and set forth therein; and

WHEREAS, Parish and Hospital have a mutual interest in and recognize the importance of the continued operation of the Community Wellness Center for the provision of necessary medical, healthcare, and related outreach services to persons in St. Tammany Parish and surrounding areas, including but not limited to those who may be indigent or are unable to otherwise obtain medical services because of their financial conditions; and

WHEREAS, Parish desires for Hospital to have continued use of the Community Wellness Center in order to maintain the delivery of services which includes but is not limited to Women, Infants and Children (WIC) Services, immunization services, Medicaid application services, operation of a Parenting Center, and other medical and preventive care services (the “Services”); and

WHEREAS, Hospital is willing and desires to continue to provide, either directly or indirectly through third parties, operational expertise and other resources necessary to operate the Community Wellness Center and provide the Services for Parish families and individuals; and

WHEREAS, the ongoing use of the Community Wellness Center by Hospital will continue to improve and enhance the health and welfare of citizens in St. Tammany Parish, thereby constituting a public benefit to Parish citizens, and additionally, will provide support to the Parish in its implementation of the Safe Haven Master Plan and utilization of Parish resources.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the Parties agree and bind their respective offices as follows:

1. **PUBLIC PURPOSE**. The parties to this Agreement acknowledge that Article VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, and the public purposes necessary for this Agreement include the delivery of healthcare and related outreach services to qualifying citizens of St. Tammany Parish. The Parties acknowledge the public purpose for the expenditures incurred by each herein; that said expenditures are not gratuitous; and that the Parties have reasonable expectations of receiving equivalent value in exchange for their respective expenditures required herein.
2. **COMMUNITY WELLNESS CENTER**. The property and building owned by or available to the Parish, and which Hospital will continue to occupy and utilize pursuant to this Agreement, is referred to herein as the “Community Wellness Center.”
 - 2.1 The Community Wellness Center is located at 1505 N. Florida Street, Covington, Louisiana, and which property comprises approximately nine thousand four hundred seventy seven (9,477) square feet of office space and improvements thereon as constructed by Parish in accordance with plans by Richard C. Lambert and Associates dated June 4, 2002 (hereinafter the “Community Wellness Center” and/or “Premises”).

- 2.2 The following “Land Site” represents the location of the Community Wellness Center: ALL THAT CERTAIN PARCEL OF GROUND situated in Section 37, Township 6 South, Range 11 East, City of Covington, St. Tammany Parish, Louisiana at the fairgrounds, and more fully described as follows, to-wit:

Commence from the Northwest intersection of N. Florida Street and 33rd Street and go North 11 degrees 40 minutes 00 seconds West along the westerly line of N. Florida Street a distance of 504.34 feet to the Point of Beginning.

From the Point of Beginning, leave said line of N. Florida Street and go South 78 degrees 20 minutes 00 seconds West, a distance of 118.00 feet; thence go North 34 degrees 22 minutes 10 seconds West, a distance of 212.45 feet; thence go North 11 degrees 40 minutes 00 seconds West a distance of 114.00 feet; thence go North 78 degrees 20 minutes 00 seconds East, a distance of 200.00 feet to a point of the westerly line of N. Florida Street; thence go South 11 degrees 40 minutes 00 seconds East along said line of N. Florida Street a distance of 310.00 feet to the Point of Beginning. Said parcel contains 1.239 acres of land more or less.

3. **OBLIGATIONS OF HOSPITAL**

- 3.1 **Occupancy of Community Wellness Center.** Hospital shall occupy the Community Wellness Center during the pendency of this Agreement in accordance with the conditions and terms set forth herein.

3.1.1 Hospital shall allow and permit the Parish and/or its representatives to inspect the Premises at any reasonable time, in accordance with Section 4.5 and related Sections of this Agreement.

3.1.2 Hospital shall ensure that no portion of the Premises are subleased or utilized in any way for any service program outside the scope of this Agreement without Parish’s prior written approval.

- 3.2 **Operations at Community Wellness Center.** Hospital agrees, at its own costs and in its discretion and judgment, to provide the following services at the Community Wellness Center, collectively herein referred to as the “Services”:

3.2.1 Women, Infants and Children (WIC) Services, immunization services, other medical and preventive care services, and Medicaid application services; provided that Hospital is able to obtain and maintain in effect agreements with the State of Louisiana or other public entities for reimbursement and/or compensation satisfactory to the Hospital, and such agreements are not terminated, suspended or diminished to a point where the Hospital, in its

sole judgment, determines that it is not economically feasible for it to continue to perform such services.

3.2.2 The operation of a Parenting Center, provided that it continues to receive the approximate present level of support from fund raising efforts as well as the support of the community.

3.2.3 Subject to the concurrence of the Parish, which concurrence shall not be unreasonably denied, other medical and preventive care services as the Hospital deems appropriate and as is customary in similar, related circumstances. It is understood that the Hospital's rights reflected in the provisions set forth in parts (3.2.1) and (3.2.2) above shall in no way be subject to the concurrence of the Parish.

3.2.4 **Authorized Use.** Hospital shall provide the Services to all citizens of St. Tammany Parish, including the indigent, the underinsured and the uninsured, on a fee scale as established by Hospital.

3.3 **Rent Payments.** Commencing on the Effective Date, Hospital shall pay to Parish without deduction, set off, prior notice, or demand, "Rent" for occupying the Community Wellness Center and Land Site as previously described herein in monthly installments of **SIX THOUSAND FOUR HUNDRED THIRTY FOUR AND 25/100 (\$6,434.25) Dollars**, due and payable on or before the fifteenth (15th) day of the month. Payments shall be made by Hospital to Parish's Department of Finance at P.O. Box 628, Covington, LA 70434.

Parish and Hospital acknowledge that the Rent has been calculated by the Parish by applying square foot calculations and formulas from other healthcare related lease agreements to which the Parish is a party and acknowledged by the Parties herein to be equitable in light of the Parish's obligations pursuant to this Agreement.

3.4 **Liability Insurance.** Hospital shall maintain a policy of General Commercial Liability Insurance in the minimum limits of ONE MILLION DOLLARS (\$1,000,000) per occurrence and shall have the liability policy endorsed to name St. Tammany Parish Government as an additional insured thereon throughout the term of this Agreement and for any extensions, and to provide St. Tammany Parish with a copy of the certificate of coverage. A certificate of insurance evidencing coverage shall be issued as follows:

St. Tammany Parish Government
ATTN: Office of Risk Management
P.O. Box 628
Covington, Louisiana 70434

The Comment/Description section on the face of the certificate shall state: "For the use of premises leased by St. Tammany Parish Government, located at 1505 N. Florida Street, Covington, Louisiana, for a term commencing April 1, 2017 through March 31, 2018, and for each year thereafter through and including March 31, 2021, all in accordance with an Amended and Restated Cooperative Endeavor Intergovernmental Agreement" between ST. TAMMANY PARISH GOVERNMENT and ST. TAMMANY PARISH HOSPITAL SERVICE DISTRICT NO. 1, d/b/a ST. TAMMANY PARISH HOSPITAL dated effective April 1, 2017."

- 3.5 **Other Insurance.** Hospital shall obtain and maintain adequate worker's compensation insurance and professional liability insurance (with participation in the Louisiana Patients Compensation Fund) for any physicians, nurse practitioners or staff employed by Hospital and providing services at Community Wellness Center as appropriate for the level of Services provided, and if applicable, will furnish the Parish with proof of insurance on vehicles to be used by the Hospital with regard to the services provided at the Community Wellness Center upon request. If applicable, all policies of insurance shall be endorsed to provide thirty (30) days written prior notice of policy cancellation to St. Tammany Parish Government.
- 3.6 **Hold Harmless and Indemnity.** Hospital agrees to indemnify and hold harmless the Parish from and against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any part, firm or organization for loss of life, injury or damages to persons or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions by Hospital, its agents or employees, while engaged in the delivery of Services to be performed by Hospital at the Community Wellness Center.
- 3.7 **Incident Reporting.** Hospital agrees to promptly report by telephone any incidents involving claims of personal injury, property damage and/or the necessity for repairs therein involving the Community Wellness Center to St. Tammany Parish Department of Facilities Management at (985) 898-2792.
- 3.8 **Warranty of Hospital's Qualifications.** Hospital warrants that it is qualified to carry out the Services for the intended purposes of this Agreement. In the event that Hospital becomes not fit nor qualified for any reason as relates to providing Services at the Community Wellness Center, then Hospital agrees to terminate its Services and withdraw from work herein at no cost to the Parish.
- 3.9 **Personnel.** Hospital acknowledges and agrees that its personnel will be qualified and competent to perform the Services rendered in conjunction with the use of the Community Wellness Center.

- 3.10 **Condition.** Hospital hereby accepts the Premises in its existing condition, except as otherwise set forth in this Agreement. Except for those matters that are the responsibility of Parish under this Agreement, Hospital agrees to use reasonable efforts to keep the interior of the Community Wellness Center in a clean, good quality, well cared for manner at all times throughout the Term, reasonable wear and tear excepted.
- 3.11 **Alterations.** Any alterations to the Premises by Hospital will be done only with the prior written consent of Parish, which consent will not be unreasonably withheld, conditioned or delayed. Any alterations constituting permanent improvements to the Premises shall become the property of Parish at the expiration of the Term, unless otherwise agreed to in advance in writing by Hospital and Parish.
- 3.12 **Maintenance.** Hospital shall, at its own expense, and within a reasonable period of time, make any and all repairs, improvements and/or replacements of whatsoever nature or character that may become necessary to the Premises during the term of this Agreement, except such repairs, improvements and/or replacements for which Parish is responsible pursuant to Section 4.2 of this Agreement. At the termination of this Agreement, Hospital shall return the Premises to Parish, in like order and condition as received, ordinary decay, wear and tear excepted.
- 3.13 **Support Services.** At its own cost and expense, Hospital shall pay or arrange for all services necessary to support and maintain operations at the Community Wellness Center, including but not limited to employee wages and benefits, medical waste disposal, and janitorial services; however, Hospital's costs and expenses shall exclude those costs and charges for which the Parish is responsible pursuant to Section(s) 4.2, 4.3 and 4.4 of this Agreement.
- 3.13.1 Hospital shall ensure that medical waste arising out of operations at the Community Wellness Center is properly secured and maintained until proper disposal and will properly dispose of the same in accordance with applicable federal, state and local regulations.
- 3.13.2 Hospital agrees to provide for the janitorial services and supplies necessary to maintain the Premises during the term of this Agreement.
- 3.13.3 Hospital shall be responsible for any damage or loss to the Parish with regard to the structure of the Community Wellness Center (interior or exterior) that results from unreasonable use, abuse or excessive wear and tear by Hospital.
- 3.13.4 **Utilities.** All utility charges on the Premises shall be paid (or otherwise arranged) by Hospital, including costs of electricity, gas, garbage pickup,

water, and sewer and any special fees for servicing the Premises during the term of this Agreement. Hospital acknowledges and agrees that Parish shall neither pay nor provide telephone and internet service, including equipment and the maintenance thereof.

3.14 **Auditing.** The Parties acknowledge and agree that the legislative auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or St. Tammany Parish auditors shall have the option of auditing all accounts of Hospital that are related to this Agreement.

3.14.1 LSA R.S. 24:513(A)(1)(b)(iv) defines a quasi-public agency or body as “[a]ny not-for-profit that receives or expends any local or state assistance in any fiscal year. Assistance shall include grants, loans, transfers of property, awards, and direct appropriations of state or local funds”

3.14.2 In accordance with LSA R.S. 24:513(H)(2)(a), Hospital “shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.”

3.14.3 Hospital acknowledges and agrees that its financial statements and records are audited in accordance with the requirements set forth in LSA R.S. 24:513(J)(1)(c), et seq., and other applicable federal, state, and local laws, rules, and regulations.

3.15 **Furniture, Fixtures and Equipment.** Hospital agrees to provide the furniture, fixtures and equipment (“FF&E”) necessary to perform the Services provided in this Agreement. As related to the foregoing, the parties agree and acknowledge as follows:

3.15.1 On or about 2003, in association with the execution of the Original Agreement and establishment of the Community Wellness Center, Hospital purchased certain movables (“Designated FF&E”) for which the Parish previously reimbursed such funds and for which the Parish has all rights, title and interest therein.

3.15.2 The Designated FF&E which remain at the Community Wellness Center as of the Effective Date of this Agreement and which are property of the Parish are set forth in Exhibit “A” hereto.

3.15.3 At its cost and expense, Hospital is responsible to maintain content insurance on FF&E from Exhibit “A” and other FF&E not acquired by Parish through reimbursement pursuant to the Original Agreement.

3.15.4 Hospital will be responsible to make repairs, improvements, and/or replacements of every kind and nature to the Designated FF&E, except for such repairs, improvements, and/or replacements for which Parish is responsible pursuant to Section(s) 4.2 and 4.3 of this Agreement.

3.15.5 Hospital shall use best efforts to ensure that no Designated FF&E from Exhibit "A" are destroyed, disposed of, lost, alienated or otherwise discarded, unless they are of no further use or value, in which event the Parish will surplus such property as per law.

3.15.6 As of the Effective Date, Hospital shall be responsible for any additional costs incurred for the purchasing and provision of FF&E to support the delivery of Services at the Community Wellness Center.

4. **OBLIGATIONS OF ST. TAMMANY PARISH**

4.1 **Grant of Use.** For the consideration provided by and described this Agreement, Parish agrees to allow Hospital to occupy and utilize the Community Wellness Center for the purpose of providing the Services previously described in this Agreement and such other services as subsequently agreed upon by the Parties hereto.

4.2 **Maintenance.** Parish shall only be required to make repairs, improvements and/or replacements, as may be necessary, to the roof, foundation, outside walls, structural components, plumbing, electrical and/or HVAC systems of the Community Wellness Center, or to make any other Major Repair to the same. For purposes of this Agreement, a "Major Repair" shall be any repair, improvement and/or replacement, including the acquisition or replacement of any equipment that can be properly depreciated as a capital expenditure in accordance with Generally Accepted Accounting Principles (GAAP).

4.3 **Premises Insurance.** Parish shall maintain casualty insurance on the Premises in an amount to be exclusively and unilaterally determined by the Parish.

4.4 **Inspections.** Parish's Department of Facilities Management agrees to conduct monthly building inspections and take any necessary action as concerning the Premises as set forth in Section(s) 4.2 of this Agreement. Parish may enter Premises at reasonable times for such inspections.

4.5 **Hold Harmless and Indemnity.** Parish agrees to indemnify and hold harmless the Hospital from and against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any part, firm or organization for loss of life, injury or damages to persons or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions by

the Parish, its agents or employees, while engaged in satisfying the obligations required to be performed by the Parish under this Agreement.

5. **TERMINATION AND BINDING NATURE**

5.1 **Term.** The term of this Agreement shall begin on the Effective Date and end four (4) years thereafter (the "Term") on **March 31, 2021**. Thereafter, the Term may be renewed for two (2) additional four (4) year terms, on the same terms and conditions set forth herein, provided that both Parties specifically agree in writing at least sixty (60) days in advance of the expiration of the term to renew.

5.2 **Termination and Suspension.**

5.2.1 **Termination for Cause.** Either Party may terminate this Agreement for cause based upon the failure of the other Party to comply with the terms and/or conditions of the Agreement, provided that the Party claiming a default shall give the other Party written notice specifying the failure. If within thirty (30) days after receipt of such notice, the other Party shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the Party claiming default may, at its sole and exclusive option, place the other Party in default and this Agreement shall terminate on the date specified in such notice.

5.2.2 **Additional Causes for Termination.** Either party shall have the right to cancel this agreement, with or without cause, by giving the other party six (6) months written notice. The Parties may also terminate this Agreement by mutual agreement and consent of the parties hereto and as otherwise justified in accordance with operation of law.

5.3 **Appropriations; Availability of Funds.**

5.3.1 **The Parish.** The continuation of this Agreement is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the Agreement. If the Parish fails to appropriate sufficient monies to provide for the continuation of this Agreement or any other related agreements, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

5.3.2 **The Hospital**. The continuation of this Agreement is contingent upon the availability and budgeting of funds by the Hospital to fulfill the requirements of the Agreement. If the Hospital fails to maintain sufficient monies to provide for the continuation of services pursuant to this Agreement, or if such Hospital's available funds are reduced by any means to an amount which does not permit optimal use of the Community Wellness Center, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not available and budgeted.

6. **MISCELLEANOUS PROVISIONS**

6.1 **Entire Agreement**. This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements.

6.1.1 This Amended and Restated Agreement shall supersede in totality the Original Agreement as of the Effective Date of this Agreement.

6.1.2 There is no representation of warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

6.2 **Alteration**. Any alteration, amendment, variation, modification or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and approved of and executed by the Parties prior to the alteration, variation, modification or waiver of any provision of this Agreement.

6.3 **Survival**. In the event that any one or more 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.

6.4 **Severability**. If any provision or item in this Agreement is deemed unenforceable or invalid for any reason, that portion shall be severable, and the remainder of this Agreement shall remain in full force and effect without the invalid provision or item.

6.5 **Jurisdiction; Venue**. Any suit filed by a party to this Agreement to resolve a dispute or controversy regarding the matters which are the subject of this Agreement shall be filed in the 22nd Judicial District Court for the Parish of St. Tammany which shall have exclusive venue and jurisdiction for any such action. Further, any dispute arising from this Agreement shall be governed by the laws of

the State of Louisiana. It is also understood that the laws and ordinances of St. Tammany Parish shall apply.

- 6.6 **Non-Waiver**. Any failure to or delay by either Party in taking any action pursuant to this Agreement or to exercise any right or remedy granted herein does not serve as a waiver to any other obligation contained herein.
- 6.7 **Specific Performance**. The Parties acknowledge and agree that the obligations and covenants made herein give rise to contractual rights of each party and the right to demand specific performance and any claim to damages suffered hereunder.
- 6.8 **Third Party Beneficiary**. It is specifically agreed by and between the Parties to this agreement that no person or party is intended, deemed, considered, or construed to be a third party beneficiary of this Agreement.
- 6.9 **Assignment; Amendment**. No Party herein shall assign any interest in this Agreement without the written consent of the other Party, which consent shall not unreasonably be withheld. This Agreement may be amended only by mutual written consent of the Parties.
- 6.10 **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns for the parties hereto.
- 6.11 **Authority**. Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office. The Parish shall require, as an additional provision, that Hospital provide a certified copy of a resolution authorizing the undersigned to enter and sign this agreement.
- 6.12 **Compliance**. Each Party shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, the Louisiana Code of Government Ethics (LSA R.S. § 42:1101, *et seq.*) and the quasi-public agency audit and reporting requirements by the Louisiana Legislative Auditor (LSA R.S. § 24:513A(1)(b)(iv)) in carrying out the provisions of this Agreement.
- 6.13 **Independent Contractor**.
- 6.13.1 While in the performance of services or carrying out obligations herein, the Parties shall be acting in the capacities of independent contractors and not as an employee of the other. Neither Party shall be obliged to any person, firm or corporation for any obligations of the other arising from the performance of its services under this Agreement. Neither Party shall be authorized to represent the other with respect to services being performed, dealings with other agencies, and administration of specifically-related contracts, unless done so in writing by the other.

6.13.2 Hospital agrees and acknowledges that it is an independent contractor as defined in La R.S. § 23:1021 (or any other provision of law) and as such nothing herein shall make Hospital an employee of Parish nor create a Partnership between Hospital and Parish.

6.14 **No Personal Liability of Individual Representative.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate Party of his individual capacity, and neither of the officers of either Party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

6.15 **Notices.** Any notice required or permitted to be given under or in connection with this Agreement shall be in writing to the following individuals at the following addresses and be either hand-delivered, delivered by certified mail, return receipt requested, or by private commercial carrier such as Federal Express with delivery confirmation. Changes of person and addresses are to be exchanged in a like manner.

Hospital:

Patti M. Elish, President and CEO
c/o Administration, St. Tammany Parish Hospital
1202 S. Tyler Street
Covington, LA 70433

Parish of St. Tammany:

President Patricia P. Brister
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

6.16 **Good Faith.** This Agreement is entered into in good faith, and both Parties agree to fully cooperate with each other and to assist each other in the performance of their duties, responsibilities, and obligations under this Agreement.

6.17 **Access to Records for Medicare.** If this provision is found to apply to this Agreement, to the extent required by law or by Medicare rules or regulations, Parish shall, until the expiration of four (4) years following the provision of services under this Agreement, make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the Services provided hereunder. This Section relating to the retention

and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. 1395x(v)(1)(I)(1989)) to this Agreement. If this Section should be found to be inapplicable, then this provision will be without force and effect.

- 6.18 **Compliance with Laws.** The Parties agree to comply in all material respects with, and will cause their employees, agents and representatives to comply in all material respects with, applicable federal, state and local laws, rules, regulations, executive orders and standards. The Parties acknowledge and agree that neither will discriminate against any person on the basis of national origin, race, color, religion, age, veteran status, disability, sex or any other class protected by law.

**SIGNATURES OF PARISH AND HOSPITAL, NEXT PAGE
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

THUS DONE AND SIGNED on this 5th day of May, 2017, in the presence of the undersigned witnesses.

WITNESSES:

ST. TAMMANY PARISH GOVERNMENT

Anne Pabstovich
Anne Pabstovich
Coni...

BY: Patricia P. Brister
Patricia P. Brister
Parish President

THUS DONE AND SIGNED on this 25th day of April, 2017, in the presence of the undersigned witnesses.

WITNESSES:

ST. TAMMANY PARISH HOSPITAL
SERVICE DISTRICT NO. 1,
d/b/a ST. TAMMANY PARISH HOSPITAL

Margaret M. Collett
Margaret M. Collett
Lesleigh H. Hall
Lesleigh H. Hall

BY: Patti M. Elish
Patti M. Elish
President and CEO

This Agreement also includes:

- Exhibit A – Furniture, Fixtures and Equipment
- Exhibit B – 2003 Cooperative Endeavor Intergovernmental Agreement between the Parish of St. Tammany and St. Tammany Parish Hospital Service District No. 1, with subsequent amendments and extensions

EXHIBIT "A"

**TO AN AMENDED AND RESTATED COOPERATIVE ENDEAVOR
INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION OF
THE COMMUNITY WELLNESS CENTER**

**ST. TAMMANY PARISH HOSPITAL SERVICE DISTRICT NO. 1
AND
ST. TAMMANY PARISH GOVERNMENT**

Furniture, Fixtures and Equipment

(See Attached)

**EXHIBIT A TO AN AMENDED AND RESTATED
COOPERATIVE ENDEAVOR INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION OF THE
COMMUNITY WELLNESS CENTER
DESIGNATED FF&E OWNED BY ST. TAMMANY PARISH GOVERNMENT**

A.D. Wynne Furniture (2002)

QTY

Chairs, Children's	4
Chairs, Task	9
Desks (maple color)	4
Desk, Reception (curved)	1
Lateral File Cabinet - 4 Drawer	1
Table, Children's	1
Table, Rectangular (maple color)	1
Tables, Printer (maple color)	2

A.D. Wynne Furniture (2003)

QTY

Bookcase	5
Chairs (w/ arms)	23
Chairs (w/o arms)	83
Chairs, Stackable	6
Chairs, Task	15
Credenza (overhead storage)	13
Desks (natural cherry color)	9
Desk, Reception	1
Keyboard Platforms/Shelves	13
Lateral File Cabinet - 2 Drawer	7
Lights - Shelf	5
Literature/Pamphlet Holders w/ Pocket Dividers	8
Stool, Tall	13
Stools, Small	4
Table, Round 36"	1
Tables, Folding/Rectangular	18
Tackboards	8

A.D. Wynne Furniture (2003)

QTY

Chairs, Conference	6
Credenza (overhead storage)	1
Desk (mahogany color)	1
Lateral File Cabinet - 2 Drawer	1
Table, Conference	1
Chair, Adjustable Seat	1

A.D. Wynne Furniture (2003)

QTY

Ganging Devices for Lobby Chairs	16
Lights, Desk	4
Tackboards	4

A.D. Wynne Furniture (2004)

QTY

Conference Chairs, Rolling	2
Keyboard Platforms	2
Lateral File - 2 Drawer	1
Bookcase - 3 Adj. Shelves, 2 Fixed	1
Overhead Storage - 2 Compartments	2
Tackboards	2
Overhead Storage - 2 Compartments	2
Tackboards	2

A.D. Wynne Furniture (2004)		QTY
Storage Cabinets w/ Locks		2

Exam Rooms		QTY
Audiometer		1
BP Cuffs		4
Otoscope/Thermometer Equipment		1
Otoscope/Ophthal.		2
Utility Tables		4

Cross Communications & Other Electronic Equipment		QTY
Cable TV Connection; Addt'l Data, Voice Drops		-
Cent-PB Station for Paging		1
Overhead Paging System		

Freedom Alarm		QTY
Receiver (1) & Security Pad (1)		26

Appliances		QTY
Refrigerators		3
Microwave		2
TV 27"		1
TV/VCR 19"		2
VCR		1

Miscellaneous		QTY
Bulletin Board (locking)		1
Chair Mats		4
Money Safe		1
Clock, Atomic		
Keyboard Corrals		4
Clocks		6
Stamps w/ New Address		2
Bulletin Boards		8
Pictures (6), Toddler Gates (2), Sanitary Napkin Cont. (5), Greenery (3)		

Audio-Visual		QTY
Lectern		1

Exam Tables		QTY
Small Exam Tables		4

Outdoors		QTY
Trash Cans - Outside		2
Wastebaskets		26

Registration Window		QTY
Plexiglass for Walls		1
Registration Counters		1

Building Services		QTY
Dishwasher		

A.D. Wynne Furniture (2006)		QTY
Lateral File Cabinet - 2 Drawer (natural cherry color)		1
Lateral File Cabinet - 2 Drawer (winter on maple)		1

A.D. Wynne Furniture (2006)		QTY
Metal Storage Cabinet w/ Locking Doors - 1 Fixed, 3 Adj. Shelves		1
Additional Shelf for Metal Storage Cabinet		1



COMMUNITY WELLNESS CENTER - COVINGTON FAIRGROUNDS

COOPERATIVE ENDEAVOR
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE PARISH OF ST. TAMMANY
AND ST. TAMMANY PARISH HOSPITAL SERVICE DISTRICT NO. 1

1. Date, Parties. BE IT KNOWN, that this Agreement is entered into between the following parties and that the effective date of this Agreement shall be August 1, 2003:

ST. TAMMANY PARISH HOSPITAL SERVICE DISTRICT NO. 1 ("Hospital"), a public medical facility and political subdivision of the State of Louisiana, herein represented by Patti M. Ellish, President, which has a permanent mailing address of 1202 S. Tyler Street, Covington, Louisiana 70433, and

THE PARISH OF ST. TAMMANY PARISH, STATE OF LOUISIANA ("Parish"), herein represented by Kevin Davis, Parish President, which has a permanent mailing address of P.O. Box 628, Covington, Louisiana 70434.

2. Cooperative Endeavor, Authority. The parties hereby enter into this Cooperative Endeavor/Intergovernmental Agreement for the mutual benefit of the Hospital and the Parish. This Agreement is entered into pursuant to the provisions of Article 7, Section 14(C), of the Constitution of Louisiana.

3. Mutual Interest in Health Care. Both the Parish and the Hospital have a mutual interest in constructing, equipping and operating a Community Wellness Center to provide medical services to persons who are indigent or are unable to obtain medical services because of their financial condition and to other persons.

4. Land Owned or Available to the Parish. The following land is owned by the Parish or is available to the Parish for a Community Wellness Center ("Land Site"):

ALL THAT CERTAIN PARCEL OF GROUND situated in Section 37, Township 6 South, Range 11 East, City of Covington, St. Tammany Parish, Louisiana at the fairgrounds, and more fully described as follows, to-wit:

Commence from the Northwest intersection of N. Florida Street and 33rd Street and go North 11 degrees 40 minutes 00 seconds West along the westerly line of N. Florida Street a distance of 504.34 feet to the Point of Beginning.

St. Tammany Parish 1100
Instrmnt #: 1432697
Registry #: 1392514 LCM
05/19/2004 4:16:00 PM
MB X CB MI UCC

From the Point of Beginning, leave said line of N. Florida Street and go South 78 degrees 20 minutes 00 seconds West, a distance of 118.00 feet; thence go North 34 degrees 22 minutes 10 seconds

West, a distance of 212.45 feet; thence go North 11 degrees 40 minutes 00 seconds West a distance of 114.00 feet; thence go North 78 degrees 20 minutes 00 seconds East, a distance of 200.00 feet to a point of the westerly line of N. Florida Street; thence go South 11 degrees 40 minutes 00 seconds East along said line of N. Florida Street a distance of 310.00 feet to the Point of Beginning. Said parcel contains 1.239 acres of land more or less.

5. **Construction and Operation of a Community Wellness Center.** Pursuant to the provisions that follow, the Parish has completed construction of a Community Wellness Center on the Land Site and the Hospital desires to operate the Community Wellness Center.

6. **Obligation of Parish to Construct Building and Improvements.** The Parish is obligated, at its cost, to construct, on the Land Site, a building, parking lot, perimeter security fence, security alarm system, and other immovable improvements for the Community Wellness Center (collectively, "Improvements"), in a good and workmanlike manner, substantially in accordance with plans by Richard C. Lambert and Associates dated June 4, 2002 consisting of approximately 9,477 square feet. Any changes or alterations to the plans must be approved by the Hospital, but such approval cannot be unreasonably denied.

7. **Occupancy of Community Wellness Center by Hospital.** Upon completion of the Improvements, the Hospital shall occupy the Improvements, without rent, for a period of four (4) years which four year period shall renew, on the same terms and conditions set forth herein, for two additional four year terms provided that both parties specifically agree in writing at least sixty (60) days in advance of the expiration of the term to renew. Failure to do so by either party shall be grounds to cancel and void this agreement.

Each party specifically reserves its respective right to review and assess the role, working relationship, financial arrangement, function, public purpose, practicality, need, and necessity of this project prior to any renewal period. Each party is unilaterally vested with the right to terminate this agreement at any point of default (as defined herein) or at the end of such four year term of this agreement in the event that the purposes, function, working relationship, financial arrangements, goals and/or needs are not in the best interest of either party.

8. **Other Obligations of the Parish.** In addition to its obligation to construct the Improvements, the Parish shall have the following additional obligations, subject to specifically available, budgeted Parish funding, regarding the Community Wellness Center, to be satisfied at its cost and without rent or other compensation:

- (a) To make repairs, to maintain and to make replacements, of every kind and nature, to the Improvements (including, but not limited to, plumbing, electrical, security system, air conditioning, heating, roof, downspouts, gutters, structural, ceiling, walls, floors, doors, glass, building and outside pest control, parking lot, driveways, landscaping, lawn, grounds, fences, gates, locks, exterior), except that the Parish shall not be required to repair or replace any movable or any immovable due to excessive wear and tear or damage caused by the acts of any tenant, patient, employee, or invitee.

- (b) To maintain casualty insurance on the Improvements in an amount to be exclusively and unilaterally determined by the Parish.
- (c) To only install furniture, fixtures, equipment, telephone system, security system, computer cabling and cable television as shown on Exhibit "A" (collectively, "Designated FF&E"), the cost of which is \$135,542, and other furniture, fixtures and equipment deemed necessary by the Hospital ("Additional FF&E") not to exceed a cost of \$14,458. Designated FF&E and Additional FF&E are collectively referred to as "Aggregate FF&E". Some of the Designated FF&E shown on Exhibit "A" has already been installed in the Community Wellness Center, some has been purchased by the Hospital and delivered to the Health Unit on Jefferson Avenue and will be moved to the Community Wellness Center, and some has been purchased by the Hospital, but has not yet been delivered to the Community Wellness Center. The Additional FF&E, not listed on Exhibit "A", will be determined by the Hospital and purchased by the Hospital and delivered to the Community Wellness Center. The Hospital may substitute items for those shown on Exhibit "A". Cost limitations and procurement of Aggregate FF&E are provided for in Paragraphs 10 and 11 below. It is specifically understood that these amounts cannot exceed those as set forth therein, including but not limited to Paragraph 10.
- (d) To make repairs, to maintain and to make replacements, of every kind and nature, to the Aggregate FF&E, subject to budget constraints of the Parish as set forth in Paragraph 13; provided that, the Parish shall not be required to make such repairs or replacements caused by excessive wear and tear or damages resulting from damages caused by intentional acts of any tenant, patient, employee or invitee.
- (e) To pay the monthly or other periodic charges for electricity, garbage, trash, sewerage and water, cable television, a security system, and all other utilities except telephone and medical waste.
- (f) To obtain and maintain content insurance on those movables from Exhibit "A" that the Parish acquires through reimbursement.

9. **Obligations of the Hospital.** Regarding the Community Wellness Center, the Hospital shall, subject to specifically available budgeted Hospital funding, have the following obligations to be satisfied at its cost:

- (a) To pay all office operational costs whatsoever, including but not limited to labor, wages, taxes of any type or nature, facsimile costs, photocopying costs, monthly telephone charges, to pay the cost of medical waste disposal, and to pay the cost of janitorial services, but excluding those charges for which the Parish is responsible pursuant to Section 8(e).
- (b) To provide comprehensive general liability insurance in an amount not less than \$500,000 and to name the Parish as an additional insured.

- (c) To provide Women, Infants and Children (WIC) Services, Kid Med contracted services, immunization services, Medicaid application services, pregnancy testing and family planning (commencing about April 2004), Family Nurse Partnership Program, and Audrey Hepburn Care Center; provided that, Hospital is able to obtain and maintain in effect agreements with the State of Louisiana or others for reimbursement and/or compensation satisfactory to the Hospital, and such agreements are not terminated, suspended or diminished to a point where the Hospital, in its sole judgment, determines that it is not economically feasible for it to continue to perform such services.
- (d) To operate a Parenting Center; provided that, it continues to receive the approximate present level of support from fund raising efforts.
- (e) Subject to the concurrence of the Parish which shall not be unreasonably denied, to provide such other services as the Hospital, as is customary in similar, related circumstances, provided that, (i) Hospital is able to enter into agreements with the State of Louisiana or others for reimbursement and/or compensation satisfactory to the Hospital, and (ii) such agreements remain in effect and are not terminated, suspended or diminished to a point where the Hospital, in its sole judgment, determines that it is not economically feasible for it to continue to perform such services, it being understood that the Hospital's rights reflected in the provisions set forth in parts (i) and (ii) above shall in no way be subject to the concurrence of the Parish.
- (f) To obtain and maintain adequate worker's compensation insurance, to obtain and maintain professional liability insurance through the Patients Compensation Fund on any physicians or nurse practitioners engaged by Hospital, and to obtain and furnish the Parish with proof of insurance on those vehicles to be used by the Hospital with regard to the Community Wellness Center.
- (g) To ensure that medical waste is properly secured and maintained until proper disposal.
- (h) To purchase all movables as shown in Exhibit "A" and all Additional FF&E, whereafter the Parish agrees to reimburse such funds upon production and adequate proof of purchase; provided that a total amount shall not exceed the \$150,000 maximum as set forth in Paragraph 10.
- (i) To obtain and maintain content insurance on those movables from Exhibit "A" and on Additional FF&E, that the Parish does not acquire through reimbursement.
- (j) To provide, annually, a written inventory of all movables from Exhibit "A", and on Additional FF&E, that exist at the premises.
- (k) To ensure that no movables from Exhibit "A", and no Additional FF&E which are transferred to the Parish, are destroyed, disposed of, lost, alienated, or otherwise

discarded, unless they are of no further use or value, in which event the Parish will surplus such property as per law.

- (l) To be responsible to the Parish for any Parish movables from Exhibit "A", or any Additional FF&E, which is transferred to the Parish, that are destroyed, unrepairable from abuse or excessive wear & tear, discarded, lost or alienated.
- (m) To be responsible to the Parish for any damage or loss to the Parish to the building structure (interior or exterior) that is unreasonable or from abuse or excessive wear & tear.
- (n) After reimbursement in full or in part, to immediately transfer all rights, title and interest to the Parish of such movables in Exhibit "A", and the Additional FF&E to the extent that it does not exceed \$150,000 in the aggregate. Such transfer shall be in a form and in the manner as unilaterally determined by the Parish. Failure to timely transfer to the Parish shall be additional grounds for default.
- (o) To allow and permit the Parish and/or its representatives to inspect the entire premises at any reasonable time.
- (p) To ensure that there is no modification of the building in any way whatsoever without the written, authorized permission of the Parish, which permission may not be unreasonably withheld.
- (q) To ensure that no portion of the premises may be subletted or utilized in any way for any service program outside the scope of Sections 9(c) and 9(d) without the written, authorized permission of the Parish.

10. Limitation on Costs of Aggregate FF&E and Contingencies for Aggregate FF&E. The maximum costs of Aggregate FF&E shall be \$150,000. The Parish shall not be responsible for any costs in excess of \$150,000 for the Aggregate FF&E. If the Hospital determines that the costs of Aggregate FF&E will exceed \$150,000, the Hospital may eliminate certain items, substitute certain items which are of a lesser cost, or pay the costs in excess of \$150,000.

11. Procurement of Aggregate FF&E. The Hospital shall procure and initially pay for the Aggregate FF&E. The Parish shall reimburse the Hospital provided that the aggregate reimbursement by the Parish to the Hospital does not exceed \$150,000. Such reimbursement by the Parish to the Hospital shall be made within thirty (30) days after receipt by the Parish of purchase orders issued by the Hospital or other supporting data to show purchase costs and after receipt by the Parish of an inventory of the Aggregate FF&E.

12. Non-Assignability. Hospital shall not assign nor transfer any interest in this agreement (whether by assignment or novation) without prior written consent of the Parish.

13. **Budget Limitation.**

(a) The continuation of this agreement is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the agreement. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other related agreements, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

(b) The continuation of this agreement is contingent upon the appropriation of funds by the Hospital to fulfill the requirements of the agreement. If the Hospital fails to appropriate sufficient monies to provide for the continuation of this or any other related agreements, or if such appropriation is reduced by any means to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

14. **Hold Harmless and Indemnification.**

(a) In addition to any other document entered into by the Parties, the Hospital shall indemnify and hold harmless the Parish against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life, injury or damages to persons or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions, by Hospital, its agents, servants or employees, while engaged in connection with the services required to be performed by the Hospital under this Agreement.

(b) In addition to any other document entered into by the Parties, the Parish shall indemnify and hold harmless the Hospital against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life, injury or damages to persons or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions, by the Parish, its agents, contractors, servants or employees, while engaged in satisfying the obligations required to be performed by the Parish under this Agreement.

15. **Successors and Assigns.** This Agreement shall be binding upon the successors and assigns for the parties hereto.

16. **Entire Agreement.** This Agreement represents the entire agreement between Parish and Hospital.

17. **Applicable Law, Jurisdiction, Venue.** If there is any dispute concerning this Agreement, the laws of Louisiana shall apply. Proper venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any

breach thereof shall be in the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana. It is also understood and agreed that the laws and ordinances of St. Tammany shall apply.

18. **Intentionally Omitted.**

19. **Contingent Fees.** Hospital agrees to a covenant against contingent fees. Hospital warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Hospital, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Hospital, any fee, commission, percentage, brokerage fee, gifts, 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.

20. **Amendments.** This agreement may be amended only by mutual written consent of the respective parties.

21. **Third Party Beneficiary.** It is specifically agreed by and between the parties to this agreement that no person or party is intended, deemed, considered, or construed to be a third party beneficiary of this agreement.

22. **Indulgences Are Not Waivers.** Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.

23. **Severability.** If any provision or item in this agreement is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this agreement. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this agreement are hereby declared severable.

24. **Warranty of Hospital's Qualifications.** Hospital warrants that Hospital is qualified to perform the intended purposes of this agreement. In the event that Hospital becomes not fit nor qualified for any reason whatsoever, then Hospital agrees to terminate its services and withdraw from work herein at no cost to the Parish.

25. **No Security Interest.** Hospital specifically agrees and understands that Hospital shall not maintain or otherwise claim that it possesses any security interest in any aspect of the building or structure that forms the basis of this agreement.

26. **Personnel.** Hospital agrees to ensure that its personnel are, at all times, educated and trained, and further, that Hospital and its personnel will perform all work and services of a reasonably-related Hospital in St. Tammany Parish.

27. **Quality of Services, Time Is Of The Essence.** Hospital agrees to perform all services in a workmanlike and professional manner. Hospital recognizes and understands that

time is of the essence. Hospital agrees to perform and provide services in accordance with this agreement and all incorporated attachments.

28. Intentionally Omitted.

29. Termination And Suspension.

(a) **Termination for Cause.** Either party may terminate this Agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of the Agreement, provided that the party claiming a default shall give the other party written notice specifying the failure. If within thirty (30) days after receipt of such notice, the other party shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the party claiming default may, at its sole and exclusive option, place the other party in default and this Agreement shall terminate on the date specified in such notice.

(b) **Bankruptcy.** As to the filing of bankruptcy, voluntarily or involuntarily, by Hospital, Hospital agrees that if any execution or legal process is levied upon its interest in this agreement, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this agreement in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this agreement. In the event that Hospital is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that, to the extent permitted by law, all materials, goods and/or services provided shall be and remain the property of the Parish. To the extent permitted by law, all rights of Hospital as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

(c) **Right to Cancel.** The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this agreement, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that the paragraph below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

(d) **Additional Causes for Termination or suspension:**

(1) Either party shall have the right to cancel this agreement, with or without cause, by giving the other party six (6) months written notice.

(2) By mutual agreement and consent of the parties hereto.

30. Auditors. Notwithstanding other Sections herein, Hospital shall maintain all financial records of any kind whatsoever related to this agreement (excluding personal patient

records) for a period of three years after the date of this agreement. It is hereby agreed that the Parish Department of Finance or its designated auditor, at the Parish's cost, shall have the option of auditing all such accounts of Hospital which relate to this agreement. Such audit may be commenced upon giving reasonable advance notice to the Hospital. Hospital agrees not to delay, retard, interrupt or unduly interfere with commencement and completion of such an audit. In performing the audit, the Parish agrees not to unduly interfere with the operation of the Hospital.

31. **Term.**

- (a) The effective date of this Agreement shall be August 1, 2003.
- (b) This Agreement shall terminate as follows:
 - (1) As per the terms and conditions hereinabove, and/or
 - (2) As per operation of law, and/or
 - (3) As agreed between the parties.

32. **Discrimination Clause.** The parties agree to comply with the Americans with Disabilities Act of 1990 and any current amendments thereto. All individuals shall have equal access to employment opportunities available to a similarly suited individual. The parties agree not to discriminate in their employment practices, and will render services under this agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the parties, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement. The parties agree to abide by the requirements of all local, state, and/or federal law, including but not limited to the following: 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 the requirements of the Americans with Disabilities Act of 1990. The parties warrant and guarantee that they are Equal Employment Opportunity employers. In all hiring or employment made possible by or resulting from this Agreement, there shall not be any discrimination against any person because of race, color, religion, sex, national origin, disability, age or veterans status; and where applicable, affirmative action will be taken to ensure that the parties employees are treated equally during employment without regard to their race, color, religion, sex, national origin, disability, age, political affiliation, disabilities or veteran status. This requirement shall apply to but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age or veteran status.

33. Independent Contractor.

(a) While in the performance of services or carrying out obligations herein, the parties are acting in the capacity of independent contractors and not as an employee of the other. Neither party shall be obliged to any person, firm or corporation for any obligations of the other arising under this agreement. Neither party shall be authorized to represent the other with respect to services being performed, dealings with other agencies, and administration of specifically related agreements, unless done so in writing by the other.

(b) Hospital agrees to pay all taxes of every kind and character which may be due as a result of its operations and services performed pursuant to this Agreement.

(c) Hospital agrees and acknowledges that it is an independent contractor as defined in R.S. 23: 1021 (or any other provision of law) and as such nothing herein shall make Hospital an employee of the Parish nor create a partnership between Hospital and the Parish.

34. Notices. All notices shall be by certified mail, return receipt requested, and sent to the following individuals at the following addresses. Changes of person and addresses are to be exchanged in a like manner:

Parish of St. Tammany: Office of the Parish President
 P.O. Box 628
 Covington, LA 70434
 (985) 898-2700

Hospital: Patti M. Elish, CEO/President
 St. Tammany Parish Hospital
 1202 S. Tyler Street
 Covington, LA 70433
 (985) 898-4018

35. Authority To Enter. The undersigned representatives of the parties warrant and personally guarantee that he/she has the requisite and necessary authority to enter and sign this agreement on behalf of the entity for which the representative signs this Agreement. The undersigned parties warrant and represent that they each have the respective authority and permission to enter this agreement. The Parish shall require, as an additional provision, that Hospital provide a certified copy of a resolution authorizing the undersigned to enter and sign this agreement.

36. Triplicate Originals. This agreement is executed in three (3) originals.

[SIGNATURES ON NEXT PAGE]

IN WITNESS THEREOF, this 11th day of May, 2004 in the Parish of St. Tammany, State of Louisiana.

WITNESSES:

Laurie L. Waddell
Joy L. Derise

ST. TAMMANY PARISH HOSPITAL
SERVICE DISTRICT NO. 1

By: Patti M. Elish
Patti M. Elish, President/CEO

IN WITNESS THEREOF, this 19th day of May, 2004 in the Parish of St. Tammany, State of Louisiana.

WITNESSES:

Tanya S. Pichette
Fannie M. Bennett

PARISH OF ST. TAMMANY

By: Kevin Davis
Kevin Davis, Parish President

APPROVED BY:

John O. [Signature]
Parish Attorney/Executive Counsel to the Parish President

Date

5/19/04

APPROVED BY:

Wendy [Signature]
Parish Chief Administrative Officer

Date

5/19/04

STPH COMMUNITY WELL. CENTER
2003

Furniture/Equipment

Desks	15	14 033 00
Receptionist desk	2	4281
Keyboard Trays	17	3573
Chairs - Task	24	8123
Stools	5	790
Chairs - conference	120	17 922 00
Chairs - guest	18	2045
Children's chairs	4	328
Children's table	1	251
Folding tables	18	7071
Printer tables	2	348
Table	1	190
Round table	1	341
File cabinets (registration area)	3	647
Desk lamps	4	691
Magazine/pamphlet racks	8	858
Lateral File	9	3612
Bookcase	4	778
Keyboard corrals	4	200
Utility tables	4	1392
GYN exam tables	4	2820
Otosscopes/opthal.	2	789
Audiometer	1	772
Exam lamps	4	1872
BP cuffs	2	34
Microwave	2	150
Refrigerator	3	1230
Telephones	33	9306
Computers	18	18000
Wiring & Cables		2054
Overhead paging system		3301
Privacy Glare Filters	13	1285
Stamps w/ new address	2	141
Printers	3	4200
Fax	1	617
Computer stand	2	200
TV/VCR	2	800
TV 27"	1	250
VCR	1	100
Rolling cart	1	180
Bulletin Boards	8	289
Bulletin Board (locking)	1	375
Clocks	7	230
Lecturn	1	335
Audio system wireless, w/ speakers		1416
Trash cans - inside	22	500
Trash cans - outside	2	600
Ash cans	3	240
Money safe	1	281
Building Services for 2001 renovation to current site		8,925
Building services for 2003 construction		7000

Grand Total

135,542.00



**AMENDMENT TO COOPERATIVE ENDEAVOR
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE PARISH OF ST. TAMMANY
AND ST. TAMMANY PARISH HOSPITAL SERVICE DISTRICT NO. 1
(Community Wellness Center – Covington Fairgrounds)**

This Amendment to Cooperative Endeavor Intergovernmental Agreement (the "Amended CEA") is made and entered into effective as of the date of full execution by the parties hereto, by and between the following parties:

ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, Louisiana, 70434, herein appearing by and through Patricia P. Brister, Parish President (hereinafter referred to as "Parish"); and

ST. TAMMANY PARISH HOSPITAL SERVICE DISTRICT NO. 1, a political subdivision of the State of Louisiana, whose mailing address is 1202 S. Tyler Street, Covington, Louisiana 70433, herein appearing by and through Patti M. Elish, President and CEO (hereinafter referred to as "Hospital"); and

WHEREAS, effective as of August 1, 2003, Parish, identified as "The Parish of St. Tammany Parish, State of Louisiana, and Hospital entered into that Cooperative Endeavor Intergovernmental Agreement (the "Original CEA"), wherein Hospital agreed to operate a Community Wellness Center on property constructed, owned and maintained by the Parish, plus other obligations as more fully described in the Original CEA; and

WHEREAS, since that time, Hospital and Parish (sometimes hereinafter referred to as the "parties" or individually, a "party"). entered into two additional four year renewal terms as provided in the Original CEA, in 2007 and 2011 respectively; and

WHEREAS, the parties desire to continue to work together to provide medical and related services to and for the benefit of persons in St. Tammany Parish, some of whom may unable to obtain those services because of financial condition, and have identified a need to amend the Original CEA in order to provide for another renewal term which extends the term of the Original CEA, and in addition, provide data reporting requirements between the Hospital and the Parish.

NOW THEREFORE, in consideration for the mutual agreements herein, the Original CEA is hereby amended by the parties in accordance with the following provisions.

1. The foregoing recitals are hereby incorporated into the body of this Amended CEA as if fully rewritten and restated herein.

2. Section 7 of the Original CEA, Occupancy of Community Wellness Center by Hospital, is hereby amended in order to add and provide for one (1) additional one (1) year renewal term, commencing on August 1, 2015 and ending July 31, 2016. In addition, Section 31 of the Original CEA is hereby amended to read as follows: The effective date of this Amended CEA shall be August 1, 2015, and shall continue for one (1) year, through and including July 31, 2016.
3. The Amended CEA provides data reporting requirements for Hospital, and this language shall be delineated as a new Section 37:

Beneficiary/Statistical Data for Reporting. Community Wellness Center will issue each patient an identification number or number as assigned by the Hospital at registration or an identifier assigned by the WIC Program as applicable. This number will be unique to the individual as he/she receives services at Hospital's Community Wellness Center.

In addition, Hospital agrees to report data about the services provided at the Community Wellness Center to Parish's Department of Health and Human Services. Hospital will provide the Parish with information about the number of patients seen at Community Wellness Center during each quarter and year to date for the current year, and the information will be provided for the following types of patient or community encounters:

- WIC Participation
 - Number of WIC Visits
 - Number of Immunizations
 - Nurse Family Partnership (NFP) Visits
 - Medicaid Applications completed at Community Wellness Center
 - Number of Urine Pregnancy Tests
4. This Amended CEA supersedes the Original CEA only with regard to revised language as stated in #2, above, or new language as provided in Section #3, above. Except as amended hereby, the Original CEA remains unmodified and in full force and effect.
 5. All capitalized terms used herein but not defined shall have the meaning assigned to them in the Original CEA.

(Signature page follows.)

THUS DONE AND SIGNED on the 9th day of September, 2015 in the presence of the undersigned witnesses.

WITNESSES:

[Signature]
Anne Presovich

ST. TAMMANY PARISH
GOVERNMENT

BY: [Signature]
Patricia P. Brister, Parish President
Date: 9-9-15

THUS DONE AND SIGNED on the 2nd day of September, 2015 in the presence of the undersigned witnesses.

WITNESSES:

Lesleigh Hall
[Signature]

ST. TAMMANY PARISH HOSPITAL
SERVICE DISTRICT NO. 1

BY: [Signature]
Patti M. Elish, President/CEO
Date: 9-2-2015

**SECOND AMENDMENT TO COOPERATIVE ENDEAVOR
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE PARISH OF ST. TAMMANY
AND ST. TAMMANY PARISH HOSPITAL SERVICE DISTRICT NO. 1
(Community Wellness Center – Covington Fairgrounds)**

This **Second Amendment to Cooperative Endeavor Intergovernmental Agreement** (the “Amended CEA”) is made and entered into effective as of the date of full execution by the parties hereto, by and between the following parties:

ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, Louisiana, 70434, herein appearing by and through Patricia P. Brister, Parish President (hereinafter referred to as “Parish”); and

ST. TAMMANY PARISH HOSPITAL SERVICE DISTRICT NO. 1, a political subdivision of the State of Louisiana, whose mailing address is 1202 S. Tyler Street, Covington, Louisiana 70433, herein appearing by and through Patti M. Elish, President and CEO (hereinafter referred to as “Hospital”); and

WHEREAS, effective as of **August 1, 2003**, Parish, identified as “The Parish of St. Tammany Parish, State of Louisiana, and Hospital entered into that Cooperative Endeavor Intergovernmental Agreement as amended by the Amendment to Cooperative Endeavor Intergovernmental Agreement between Parish and Hospital dated effective September 9, 2015 (collectively, the “Original CEA”), wherein Hospital agreed to operate a Community Wellness Center on property constructed, owned and maintained by the Parish, plus other obligations as more fully described in the Original CEA; and

WHEREAS, since that time, Hospital and Parish (sometimes hereinafter referred to as the “parties” or individually, a “party”), entered into two additional four year renewal terms in 2007 and 2011, respectively, as well as an additional one year renewal term as provided in the Original CEA; and

WHEREAS, the parties desire to continue to work together to provide medical and related services to and for the benefit of persons in St. Tammany Parish, some of whom may unable to obtain those services because of financial condition, and have identified a need to amend the Original CEA in order to provide for another renewal term which extends the term of the Original CEA, and in addition, provide data reporting requirements between the Hospital and the Parish.

NOW THEREFORE, in consideration for the mutual agreements herein, the Original CEA is hereby amended by the parties in accordance with the following provisions.

1. The foregoing recitals are hereby incorporated into the body of this Amended CEA as if fully rewritten and restated herein.
2. Section 7 of the Original CEA, Occupancy of Community Wellness Center by Hospital, is hereby amended in order to add and provide for one (1) additional one (1) year renewal term, commencing on August 1, 2016 and ending July 31, 2017. In addition, Section 31 of the Original CEA is hereby amended to read as follows: The effective date of this Amended CEA shall be August 1, 2016, and shall continue for one (1) year, through and including July 31, 2017.
3. Section 37 of the Original CEA is hereby amended and restated as follows:

Beneficiary/Statistical Data for Reporting. Hospital's Community Wellness Center will issue each patient an identification number or number as assigned by the Hospital at registration or an identifier assigned by the WIC Program as applicable. This number will be unique to the individual as he/she receives services at Hospital's Community Wellness Center.

In addition, Hospital agrees to report data about the services provided at the Community Wellness Center to Parish's Department of Health and Human Services. Hospital will provide the Parish with information about the number of patients seen at the Community Wellness Center during each quarter and year to date for the current year, and the information will be provided for the following types of patient or community encounters:

- WIC Participation;
 - Number of WIC visits;
 - Number of immunizations;
 - Medicaid applications completed at Community Wellness Center; and
 - Number of Urine Pregnancy Tests.
4. This Amended CEA supersedes the Original CEA only with regard to revised language stated above. Except as amended hereby, the Original CEA remains unmodified and in full force and effect.
 5. All capitalized terms used herein but not defined shall have the meaning assigned to them in the Original CEA.

(Signature page follows.)

THUS DONE AND SIGNED on the 1st day of August, 2016 in the presence of the undersigned witnesses.

WITNESSES:

Anne P. ...
Lauren ...

ST. TAMMANY PARISH GOVERNMENT

BY: Patricia P. Brister
Patricia P. Brister, Parish President
Date: 7-28-16

THUS DONE AND SIGNED on the 25th day of July, 2016 in the presence of the undersigned witnesses.

WITNESSES:

Patti Hart
Joy L. ...

ST. TAMMANY PARISH HOSPITAL SERVICE DISTRICT NO. 1

BY: Patti M. Ellish
Patti M. Ellish, President/CEO
Date: 7/22/16