

COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN
ST. TAMMANY PARISH GOVERNMENT AND
THE FOOD BANK OF COVINGTON, LA, INC
(Dental Services)

This Cooperative Endeavor Agreement (“Agreement”) is made and entered into effective as of January 1, 2015, pursuant to the 1974 Louisiana Constitution Article VII Section 14(C) wherein governmental entities are empowered to enter into Cooperative Endeavor Agreements and further by St. Tammany Parish Home Rule Charter sections 1-04, 3-01 and 3-09 by and among 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, duly authorized (hereinafter referred to as “Parish”); and

THE FOOD BANK OF COVINGTON, LA, INC., a Louisiana non-profit corporation whose mailing address is 840 North Columbia Street, Covington, LA 70433, herein represented by its Executive Director, Terri Turner-Marse (hereinafter referred to as (“Food Bank”).

WHEREAS, Food Bank operates the “Food Bank Dental Clinic”, providing comprehensive dental services to qualified low-income individuals; and

WHEREAS, Parish desires to provide funding resources to support the Food Bank Dental Clinic; and

WHEREAS, providing dental services to qualified low-income individuals will benefit the health, safety and welfare of citizens in St. Tammany Parish.

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 and agree that the public purpose of this Agreement is for the providing of comprehensive dental services to qualified low-income individuals in St. Tammany Parish. The parties have determined that (a) the expenditure of public funds pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish may pursue; (b) the expenditure, taken as a whole, is not gratuitous; and (c) Parish has a reasonable expectation of receiving at least equivalent value in exchange for the expenditure.
2. **OBLIGATIONS OF FOOD BANK**

2.1 Eligibility. Food Bank shall determine eligibility for the program based on extremely low, low and moderate median incomes for St. Tammany Parish, as follows:

2014 Income Limits Percentage of Median Income for St. Tammany Parish			
Number in Family	Extremely Low	Low	Moderate
1	\$12,400	\$20,600	\$32,950
2	\$14,150	\$23,550	\$37,650
3	\$15,900	\$26,500	\$42,350
4	\$17,650	\$29,400	\$47,050
5	\$19,100	\$31,800	\$50,850
6	\$20,500	\$34,150	\$54,600
7	\$21,900	\$36,500	\$58,350
8	\$23,300	\$38,850	\$62,150

2.2 Program Delivery:

2.2.1 Primary Care Program. Each patient enrolled in the Food Bank Dental Clinic program will receive dental services consistent with a primary care provider, including new patient exams consisting of a full mouth x-ray, consultation with a dentist and a treatment plan. Thereafter, Food Bank will provide the needed treatment to the patient through a series of scheduled appointments beginning with the most urgent needs first.

2.2.2 Emergency Care. Food Bank shall provide emergency dental services to patients needing emergency dental care, regardless of their enrollment status in the primary care program.

2.3 Reporting Requirements - Beneficiary/Statistical Data. Documentation to be maintained by Food Bank is to include, but, not be limited to:

2.3.1 A list of patients who received services for that month. A master list of patients is to be maintained for internal tracking of demographics and trends.

2.3.2 Documentation/Evidence of eligibility and proof of residency, through collection and retention of applicant/patient financial records, including but not limited to name, address, and income level/financial determination.

2.3.3 Documentation/Evidence of proof of the satisfactory performance items provided in Section 2.4 below.

2.3.4 Food Bank shall provide this documentation to Parish on a monthly basis as support documentation for reimbursement, and, further, shall include the monthly client reporting form attached hereto as Exhibit "A".

2.4 Satisfactory performance under this Agreement shall be measured by:

- 2.4.1** The number of St. Tammany Parish residents treated;
- 2.4.2** Proof of residency provided;
- 2.4.3** The total number of patients treated;
- 2.4.4** Time sheets and check stubs for invoiced salaries;
- 2.4.5** Utility bills and cancelled checks evidencing payment for same; and
- 2.4.6** Invoices for office and dental supplies, and cancelled checks evidencing payment for same.

2.5 All individuals rendering Food Bank Dental Program services under this Agreement shall have the requisite education, training and licensing for their respective positions.

2.6 The maximum funding for each specific expense is as follows:

- 2.6.1** Dental Lab and Supplies - \$26,000.00
- 2.6.2** Utilities - \$8,700.00
- 2.6.3** Operational Expenses - \$8,000.00
- 2.6.4** Hygienist (salary) - \$10,000.00
- 2.6.5** Dentist (salary) - \$7,300.00
- 2.6.6** The foregoing funding itemizations may be modified upon written request and approval by Parish, in Parish's sole discretion.

2.7 Audit. Food Bank shall undergo an annual audit by an independent auditor and shall provide a copy of said audit report to Parish within six (6) months following the end of each fiscal year.

2.8 Insurance. Food Bank shall carry in full force and effect at all times during the term of this Agreement insurance coverages in sufficient limits and levels necessary to protect it, its agents, directors, officers, employees, volunteers, its contractors and/or subcontractors, as well as St. Tammany Parish Government, its elected and appointed officials, directors, officers, agents, servants, attorneys, employees, volunteers, together with their agents, representatives, assigns, insurers and reinsurers, and all other interested third parties, from any and all claims for bodily injury, death or property damage as well as from claims under the workers' compensation acts.

- 2.8.1.1** The insurance coverages shall be underwritten by insurance companies with an A.M. Best rating of no less than A-, Category VII and shall be authorized to do business in the State of

Louisiana, and should include, but may not be limited to: Commercial General Liability, Professional Liability, Medical Malpractice Liability, Business Automobile Liability, Environmental/ Pollution Liability (when applicable), Workers' Compensation/ Employers Liability, and an Excess or Umbrella Policy that follows form for all liability coverages. St. Tammany Parish Government reserves the right to review and approve all insurance coverages.

2.8.1.2 Food Bank shall have St. Tammany Parish Government named as an additional insured on the liability insurance policies and the policies shall be endorsed to provide a waiver of subrogation in favor of St. Tammany Parish Government. The insurances affected by this agreement shall be written on a primary and non-contributory basis. All insurance policies shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish, in writing. Food Bank shall present evidence of said insurance coverages to the Parish on or before the commencement of this Agreement, and thereafter annually on or before each policy expiration.

2.9 Food Bank agrees to indemnify and hold harmless the Parish, its officers, directors, employees, agents, contractors, vendors and all others, of and from any and all claims that may be made or asserted by anyone which arise out of or are in any way related to either party's performance herein, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.

2.10 While in the performance of services or carrying out obligations herein, the Food Bank shall be acting in the capacity of an independent contractor and not as an employee of the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the Food Bank arising from the performance of its services under this Agreement. The Food Bank shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.

3. OBLIGATIONS OF PARISH

3.1 Parish agrees to contribute funds in the maximum amount of sixty thousand (\$60,000.00) Dollars payable upon approved invoices submitted received on or before the fifteenth (15th) day of each calendar month in furtherance of the above-referenced initiatives. Any unused funds remaining at expiration of the Term (as defined below) shall be retained and/or reallocated by Parish and shall not be disbursed to Food Bank.

- 3.2 Reimbursement.** Costs eligible for reimbursement under this Agreement are limited to dental lab and supply costs, utilities, dentist salary and hygienist salary. Eligible reimbursements are those directly attributable to fees necessary for project activities. Additional compensation (bonuses, incentives, etc.) cannot be paid from this funding. Monthly invoices shall have supporting documentation attached evidencing (a) costs, (b) proofs of payment, and (c) certification that no other compensation was received for the services being reimbursed by Parish, shall include the Exhibit "A" Monthly Client Reporting Form and shall be submitted to Parish's Department of Health and Human Services and approved by Parish before reimbursement will be made. Reimbursement will be made only from approved documentation, in Parish's reasonable discretion.
- 3.3 Payment Schedule; Limitations.** Notwithstanding anything in this Agreement to the contrary, no drawdown for any calendar month shall exceed one-twelfth (1/12) of the funds to be contributed by Parish for a calendar year. However, in the event that Food Bank does not obtain contribution for a full one-twelfth (1/12) of funds reimbursable in any calendar month, such amount can be applied forward for reimbursement in a future calendar month.
- 3.4 Process and Outcome Monitoring.** Process monitoring will focus on program implementation and operations. Monitoring will be conducted by Parish twice during the Term (as defined below).

4. TERMINATION AND BINDING NATURE

- 4.1** The term of this Agreement shall begin on January 1, 2015 and end on December 31, 2015 (the "Term"). No Term renewal or extension shall be provided without the express written consent of both Parish and Food Bank, in each party's sole discretion.
- 4.2** Time is of the essence and the performance of the terms and conditions hereof shall be held in strict accordance with the times and dates specified herein.
- 4.3** Should any party seek to terminate this Agreement for any reason prior to the expiration of the Term, the party seeking to terminate shall provide written notice of its intent to terminate thirty (30) days prior to the date of termination.
- 4.4** The continuation of this Agreement is contingent upon the appropriation of funds by 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 if such appropriation is reduced by the veto of the 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. CONTRACTUAL VALIDITY AND MISCELLEANOUS PROVISIONS

- 5.1 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.
- 5.2 If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder shall remain in full force and effect.
- 5.3 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.
- 5.4 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.
- 5.5 The parties agree and acknowledge 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.
- 5.6 No party herein shall assign any interest in this Agreement (whether by assignment or novation). This Agreement may be amended only by mutual written consent of the parties.
- 5.7 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind his office.
- 5.8 That each party certifies that it will adhere to and follow any and all ordinances and laws applicable to each party's obligations as stated herein.
- 5.9 The parties recognize that circumstances may necessitate staffing changes, which may be implemented at the discretion of the Food Bank as long as the services described in this Agreement are not adversely affected.

6. 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. 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.

7. 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 any 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.

8. NOTICES

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopier or other similar form of electronic transmission confirmed by written confirmation mailed (postage pre-paid by First Class Mail, registered or certified, return receipt requested or private, commercial carrier, express mail such as Federal Express) at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a party in written notice to the other party compliant with this section.

If to the Food Bank:

Terri Turner-Marse, Executive Director
840 North Columbia Street
Covington, LA 70433

If to the Parish:

President Patricia P. Brister
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70433

(Signature page follows.)

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 the 16th day of December, 2014 in the presence of the undersigned witnesses.

WITNESSES:

Anne Prestonich
Theresa M. Zed

ST. TAMMANY PARISH
GOVERNMENT

BY: Patricia P. Brister
PATRICIA P. BRISTER
PARISH PRESIDENT

THUS DONE AND SIGNED on the 3rd day of December, 2014 in the presence of the undersigned witnesses.

WITNESSES:

[Signature]
Jared J. Brunon

THE FOOD BANK OF COVINGTON,
LA, INC.

BY: Terr Turner-Marse
TERRI TURNER-MARSE
EXECUTIVE DIRECTOR

EXHIBIT "A"
MONTHLY CLIENT REPORTING FORM

Program Name: Covington Food Bank (Dental Services)

Month: _____

MM/YY

****No other compensation was received for the services being charged to STP Government.**

	Chart Number	Client Zip Code	STP Resident Y/N	Date of Service (mm/dd/yy)	Income Level	Initial or Repeat Visit	Service
1						Initial Visit	Primary Care
2						Repeat Client	Emergency Care
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							

Monthly Report Totals	
TOTAL PATIENTS SEEN	
TOTAL Unduplicated STP Patients (Monthly goal is 100)	

Services Provided	Total
Primary Care:	
Emergency Care:	
Total Services:	0

Dental Expenses	Total
Dental Lab Supplies	
Utilities	
Operational	
Hygienist (Salary)	
**Total	\$0

Eligibility/Income	Total
Moderate	
Low	
Extremely Low	
Total	0