

**PARISH ORDINANCE NO. PO-016-2023**

**AN ORDINANCE OF THE LAFAYETTE PARISH COUNCIL AUTHORIZING A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE LOUISIANA DEPARTMENT OF HEALTH - OFFICE OF PUBLIC HEALTH, THE PARISH OF LAFAYETTE, LAFAYETTE GENERAL FOUNDATION, INC. AND LAFAYETTE GENERAL HEALTH SYSTEM, INC. FOR A LAFAYETTE PARISH MOBILE HEALTH CLINIC**

**BE IT ORDAINED** by the Lafayette Parish Council, that:

**WHEREAS**, the Parish of Lafayette (“Parish”) operates the Parish Health Unit in cooperation with the Louisiana Department of Health, Office of Public Health (“LDH”); and

**WHEREAS**, LDH, the Parish, Lafayette General Foundation, Inc. (d/b/a Ochsner Lafayette General Foundation) (“Foundation”), and Lafayette General Health System, Inc. (d/b/a Ochsner Lafayette General) (“Health System”) desire to enter into a Cooperative Endeavor Agreement to create and operate a Lafayette Parish Mobile Health Clinic (“Mobile Health Clinic”); and

**WHEREAS**, the Mobile Health Clinic will increase access to healthcare in underserved areas of the City of Lafayette and unincorporated areas of Lafayette Parish; and

**WHEREAS**, the Mobile Health Clinic will be a coach (motor bus) purchased and customized for that purpose by the Foundation; and

**WHEREAS**, pursuant to the Cooperative Endeavor Agreement, the Foundation will own and maintain the Mobile Health Clinic and it will be operated by the Foundation and the Health System, at their cost, in collaboration with LDH; and

**WHEREAS**, the Public Health Unit Maintenance Fund (Fund #266) has a Prior Year Fund Balance of \$498,200, which funds were received from the public health unit millage, are dedicated to public health purposes, and are designate to be used for COVID-19 related expenses; and

**WHEREAS**, the Parish now desires to use the above-described funds for the Mobile Health Clinic in accordance with the Cooperative Endeavor Agreement; and

**WHEREAS**, the Parish has a reasonable expectation of receiving benefit or value from the cooperative endeavor agreement that is equivalent to or greater than the consideration described in the cooperative endeavor agreement; and

**WHEREAS**, the Lafayette Parish Council finds that this Cooperative Endeavor Agreement is for a public purpose; and

**WHEREAS**, the Cooperative Endeavor Agreement is authorized by Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that, “for a public purpose, the state and its political subdivisions. . . may engage in cooperative endeavors with each other, with the

United States or its agencies, or with any public or private association, corporation, or individual.”

**NOW, THEREFORE, BE IT FURTHER ORDAINED** by the Lafayette Parish Council, that:

**SECTION 1:** All of the aforescribed “Whereas” clauses are adopted as part of this ordinance.

**SECTION 2:** The Lafayette Mayor-President be and is hereby authorized, empowered, and directed to execute a cooperative endeavor agreement between LDH, the Parish, the Foundation, and the Health System substantially in the form as is attached hereto, and made a part hereof, in accordance with the above.

**SECTION 3:** The Chief Financial Officer, or other person so designated by the Lafayette Mayor-President during the vacancy of the Chief Financial Officer position, through the Lafayette Mayor-President, is authorized to prepare administrative budget revisions to comply with the dictates of this ordinance. Upon completion, the Chief Financial Officer or designee, through the Lafayette Mayor-President, shall prepare a written report to the Lafayette City-Parish Council detailing the amount and nature of any adjustments required to implement this budget amendment.

**SECTION 4:** All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

**SECTION 5:** This ordinance shall become effective upon signature of the Lafayette Mayor-President, the elapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon an override of a veto, whichever occurs first.

\* \* \* \* \*

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT  
 BETWEEN  
 THE LOUISIANA DEPARTMENT OF HEALTH,  
 OFFICE OF PUBLIC HEALTH  
 AND  
 PARISH OF LAFAYETTE  
 AND  
 LAFAYETTE GENERAL FOUNDATION, INC.  
 AND  
 LAFAYETTE GENERAL HEALTH SYSTEM, INC.

THIS COOPERATIVE ENDEAVOR AGREEMENT hereinafter sometimes referred to as the "Agreement," is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the LOUISIANA DEPARTMENT OF HEALTH (LDH), Office of Public Health ("OPH"), officially domiciled at 825 Kaliste Saloom Rd., Suite 100, Lafayette La. 70508, hereinafter referred to as "the State" and/or "LDH," the PARISH OF LAFAYETTE, officially domiciled at 705 West University Avenue, Lafayette, Louisiana, 70506, hereinafter referred to as "the Parish," LAFAYETTE GENERAL FOUNDATION, INC. (d/b/a Ochsner Lafayette General Foundation), officially domiciled at 920 W. Pinhook Road, Lafayette, Louisiana, 70503, hereinafter referred to as "the Foundation", and LAFAYETTE GENERAL HEALTH SYSTEM, INC. (d/b/a Ochsner Lafayette General) officially domiciled at 920 W. Pinhook Road, Lafayette, LA 70503, hereinafter referred to as the "Health System". The LOUISIANA DEPARTMENT OF HEALTH OF THE STATE OF LOUISIANA, OFFICE OF PUBLIC HEALTH, the PARISH OF LAFAYETTE, LAFAYETTE GENERAL FOUNDATION, INC., and LAFAYETTE GENERAL HEALTH SYSTEM, INC. are sometimes collectively referred to herein as the "Parties" or individually as "Party."

**ARTICLE I**

**RECITALS**

**WITNESSETH:**

- 1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual";
- 1.2 WHEREAS, the State desires to cooperate with the Foundation, the Health System, and the Parish in the implementation of the mobile health clinic provided in accordance with this Agreement;

- 1.3 WHEREAS, the State has the authority to enter into this Agreement as evidenced by its governmental purpose of providing health and medical services for the uninsured, underinsured and medically indigent citizens of Louisiana in accordance with Louisiana Revised Statutes R.S. 36:251 (B) and (C)(1);
- 1.4 WHEREAS, the Foundation, with funding from the Parish dedicated to public health purposes, seeks to purchase and operate a Mobile Health Clinic to increase access to healthcare in underserved areas of the City of Lafayette and unincorporated areas of Lafayette Parish;
- 1.5 WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and
- 1.6 WHEREAS, the State, the Parish, and the Foundation consider the public benefit of providing for and administrating public health services to residents in Lafayette Parish to be proportionate to the costs associated with this activity, herein also referenced as “Mobile Health Clinic.”

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

## ARTICLE II

### SCOPE OF SERVICES AND USE OF MOBILE HEALTH CLINIC

- 2.1 In order to facilitate the services provided by the Mobile Health Clinic and in compliance with this Agreement, the Parish shall:
  - a. Authorize the use of \$498,200.00 in Public Health Unit Maintenance Funds for the Mobile Health Clinic (“Parish Funds”).
  - b. Disburse the Parish Funds to the Foundation to be used for the Mobile Health Clinic, to be operated in collaboration with OPH.
- 2.2 In order to facilitate the services provided by the Mobile Health Clinic and in compliance with this Agreement, the Foundation shall purchase a 38-foot coach bus to be used as a Mobile Health Clinic for public health services to the Lafayette Parish area.
- 2.3 In order to facilitate the services provided by the Mobile Health Clinic and in compliance with this Agreement, OPH is authorized to:
  - a. As needed as determined by mutual agreement by the parties, ensure an ongoing presence on the Mobile Health Clinic of OPH-employed healthcare and clerical staff to carry out the Mobile Health Clinic’s purpose of providing public health services to the City and Parish of Lafayette.

- b. Provide core public health services, including but not limited to:
  - i. Disaster assistance to provide emergency personal health and environmental health services during disasters such as hurricanes, pandemics, flu outbreaks, or any other all-hazard type disaster.
  - ii. Offer COVID-19 testing and vaccinations.
  - iii. Community health workers who will interact with community members and serve as a link between the Parish, Mobile Health Clinic, and community programs and resources.
  - iv. Focus on identifying resource gaps within the community and utilize mobile services and community partners to address gaps.
  - v. Promote public health practices to improve community health.
  - vi. Offer preventive health services

2.4 In compliance with this Agreement, the Foundation or the Health System (as designated below) is authorized to:

- a. The Foundation shall execute and obtain all necessary contracts, titles and licenses to become the registered owner, operator and manager of the Mobile Health Clinic. Further, ensure that the Mobile Health Clinic is utilized in furtherance or an outreach of a Lafayette Parish Public Health Unit and ensure that it provides services only within the geographic boundaries of Lafayette Parish on identified days of the week.
- b. The Foundation shall provide initial and ongoing funding for all furnishings, technology, including printers and computers, and medical equipment needed to operate the Mobile Health Clinic, and a vehicle wrap logo.
- c. The Health System shall provide all annual operational and incidental costs of the Mobile Health Clinic, including liability, malpractice, and worker's compensation insurance, licensing fees, maintenance and repairs, fuel, medical supplies, a full-time equivalent (FTE) program manager, and an appropriately licensed driver in fleet group.
- d. The Health System shall maintain a staff of health care personnel and non-health care personnel (e.g. clerical) on the Mobile Health Clinic adequate to comply with minimum state and federal standards required for a mobile medical healthcare provider and provide health care services from the Mobile Health Clinic (wellness, preventative or otherwise).

- e. The Health System shall provide all maintenance, including janitorial and cleaning services, and medical supplies for the Mobile Health Clinic.
- f. The Foundation and the Health System shall jointly provide funds as needed over and above the Parish Funds to purchase, furnish, supply and equip as needed for in order that health care services can be provided from the Mobile Health Clinic; further insure that Mobile Health Clinic is branded on its exterior for the public to as a Mobile Health Clinic (or some other consumer/patient friendly name (as mutually agreed to by the parties) that is provided by the three (3) parties to this Agreement.

2.5 All Parties agree to the following stipulations regarding the use of the Mobile Health Clinic:

- a. The Mobile Health Clinic shall be used only as a health clinic and will be utilized in a careful, safe and proper manner.
- b. In conducting daily operations on the Mobile Health Clinic, the State and the Foundation shall comply with all applicable federal, state and local laws and regulations. The State and the Foundation shall obtain and maintain all licenses, permits and other authorizations required by its operations on, or by its use of, the Mobile Health Clinic.
- c. The State and the Foundation shall conduct their business, and will control their employees, invitees and visitors so as not to create a nuisance.
- d. In the event the Foundation fails to fulfill any of its obligations under the terms of this Agreement within the period of time designated herein after receipt of due written notice from the State, the State may perform such obligation. The State and the Foundation shall be obligated to minimize any damages or risks. The State shall be reimbursed by the Foundation within thirty (30) days after receipt by the Foundation of copies of all invoices for the State's performance and associated costs of all unfulfilled obligations of the Foundation.

2.6 All Parties agree to the following stipulations regarding costs associated with the Mobile Health Clinic (separate and apart from the Parish Funds as identified in Section 2.1):

- a. The Health System shall be responsible for maintaining the Mobile Health Clinic in good condition throughout the term of this Agreement. The Health System shall make all such repairs to the Mobile Health Clinic as may become necessary because of breakage or other damages not attributable to the negligence of the State.
- b. The Health System shall be responsible for the payment of all fuel costs, internet service, and telephone service and shall be responsible for the general maintenance (including janitorial and cleaning services) and upkeep of the interior structure of the Mobile Health Clinic, meaning such activities required or undertaken to

conserve as nearly, and as long, as possible the original condition of the Mobile Health Clinic.

- c. The Foundation and the Health System jointly may make alterations and additions to the Mobile Health Clinic without the consent of the State provided the alterations or additions do not interfere with or prevent the State's ability to comply with the terms of this Agreement, and provided that all alterations shall be done at the Foundation's sole cost and expense and shall be performed in a good and workmanlike manner and in compliance with all applicable governmental laws and regulations.

### ARTICLE III

#### CONTRACT MONITORS

- 3.1 The Contract Monitor for the State is Dr. Tina Stefanski, Regional Medical Director, Office of Public Health, Region IV, or her successor. The Contract Monitor for the Foundation is its General Counsel, Gordon Rountree for the Foundation, or his successor. The Parish is not designating a Contract Monitor for this Agreement due to its limited involvement after it disburses the Parish Funds.
- 3.2 Monitoring Plan. During the term of this Agreement, the Foundation and the State shall discuss with the Contract Monitors the progress and results of this Agreement and ongoing plans for the continuation of the venture. The Contract Monitors shall review and analyze their Parties' progress and results of the Agreement to ensure their Parties' compliance with Agreement requirements.
- 3.3 The Contract Monitors shall also review and analyze the duties assigned to their Parties in compliance with the Scope of Services. The Contract Monitors will ensure that the following activities are completed annually during the course of this Agreement:
  - a. Compare the established goals and objectives outlined in this Agreement to determine the progress made on the Agreement;
  - b. Maintain telephone and/or email contact with their Parties and, if necessary, make visits to the Mobile Health Clinic in order to review the progress and completion of the Agreement, to assure that performance goals are being achieved, and to verify information as needed.
- 3.4 At all times during the course of this Agreement, the Foundation and the State shall inform their Contract Monitors of any problems, delays, or adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the attainment of the Agreement. Any Party's disclosure shall be accompanied by a statement to resolve the situation.

**ARTICLE IV**

**REPORTING REQUIREMENTS**

- 4.1 The Foundation and the Health System shall jointly submit semiannual reports to the Parish, with an Interim Report due on April 30<sup>th</sup> of each year and a Final Report due on October 15<sup>th</sup> of each year.
- 4.2 The reports shall contain the following information, but in no circumstances shall include protected health information or PHI as defined in the HIPAA patient privacy law:
- a. Date of the report, name of the agency, and the name, title, and contact information of the person completing the report.
  - b. Narrative of one to three pages in length providing a detailed description of the actual services provided for the reporting period, as well as quantifiable data (*e.g.* number of persons served, units of service provided, monetary value of services).
  - c. Description of the economic, social, and/or educational benefits derived for the citizens of Lafayette Parish.
  - d. An evaluation of the Foundation's performance in providing the services and the evaluation method(s) used.
  - e. Optional: Supplemental documentation such as brochures, newsletters, and articles.
- 4.3 The reports must be signed by the Foundation's Executive Director or the Health System's CEO or another person having signatory authority for the Foundation.

**ARTICLE V**

**TERMINATION**

- 5.1 Termination for Cause. Any Party may terminate this Agreement for cause based upon the failure of another Party to comply with the terms and/or conditions of the Agreement, provided that the terminating Party shall give the other Parties written notice specifying the non-compliant Party's failure. If within thirty (30) days after receipt of such notice, the non-compliant Party has not either corrected said failure or, in the case in which said failure cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the terminating Party may, at its option, place the non-compliant Party in default and the Agreement shall terminate on the date specified in such notice.
- 5.2 Termination for Convenience. Any Party may terminate the Agreement at any time without cause by giving ninety (90) days written notice to the other Parties. Upon receipt of notice, all Parties shall, unless the notice directs otherwise, immediately discontinue the work and



placing of orders, for materials, facilities, services, and supplies in connection with the performance of this Agreement.

- 5.3 Return of Parish Funds. In the event this Agreement is terminated prior to the end of its Term for any reason other than for cause by the State or the Foundation where the Parish is the non-compliant Party, the Foundation and the Health System shall return to the Parish the prorated amount of the Parish Funds for which the Parish did not receive value, determined by prorating the Parish Funds on a monthly basis and calculating the value not received using the equation below.

$$\frac{\$498,200.00t}{60 \text{ Months in Term}} \times \text{Remaining Months in Term} = \text{Amount of Value Not Received}$$

Notwithstanding the above, the Foundation and the Health System have from 18 months of receipt of the Parish Funds (as outlined in Article 2.1(a)) to procure and put into service the Mobile Health Clinic. If, for any reason, the Foundation and Health System do not put the Mobile Health Clinic into operation within this time frame, then the Foundation and the Health System shall return the Parish Funds to the Parish without penalty whatsoever.

## ARTICLE VI

### OWNERSHIP AND CONFIDENTIALITY

- 6.1 All work product, including records, reports, documents, and other material delivered or transmitted to the other two Parties shall remain the property of the transmitting Party at termination or expiration of this Agreement. All work product including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by one Party in connection with performance of the services contracted for herein shall become the property of the preparing Party, and shall, upon request, be made available to the other two Parties at the requesting Party's expense. All Parties will retain a copy of all records as required by State and federal law.
- 6.2 Furthermore, at any time during the term of this Agreement, and finally at the end of this Agreement, the Parties shall have the right to require the other Party/Parties to furnish, within a reasonable amount of time of receipt of written notice issued by the requesting Party, copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement
- 6.3 Confidentiality. Any Party (a "Disclosing Party") may designate documents made available to another Party (a "Receiving Party") as confidential by marking the documents containing the confidential information with "CONFIDENTIAL." Confidential information shall not be disclosed to anyone without the Disclosing Party's express written permission. Notwithstanding the foregoing, disclosure of confidential information shall be permitted (a) as required by Article IX of this Agreement, (b) if and to the extent required by applicable law, including but not limited to the Louisiana Public Records Law, La. R.S. 44:1 *et seq.* (c) if required by court order or subpoena, (d) to the Receiving Party's attorneys

and auditors in connection with their services rendered for the Receiving Party, or (e) if necessary to enforce any of the terms of this Agreement.

- 6.4 Copyright. No work product, including records, reports, documents, memoranda, or notes obtained or prepared by one of the Parties under this Agreement shall be the subject of any copyright or application for copyright.

## ARTICLE VII

### NON-ASSIGNMENT

- 7.1 No Party shall assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the other Parties, provided however, that claims for money due or to become due to one of the Parties may be assigned to a bank, trust company, or other financial institution without the prior written consent of the other Parties. Notice of any such assignment or transfer shall be furnished promptly to the other Parties.

## ARTICLE VIII

### FINANCIAL DISCLOSURE

- 8.1 Each recipient of public funds shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the recipient is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. Further, in accordance with R.S. 24:513, each recipient of public funds 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.

## ARTICLE IX

### AUDIT CLAUSE

- 9.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, any Party's auditor, and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of any Party which relate to this Agreement, upon request.
- 9.2 For audit purposes, all records pertaining to this Agreement will be made available by all Parties to any authorized representative of any Party and said records will be retained for a period of four (4) years after the date of the final contractual payment under this Agreement or four (4) years from the date of termination of the contract and any subcontract entered into under this Agreement, whichever is later.

**ARTICLE X**

**AMENDMENTS IN WRITING**

- 10.1 This Agreement may be modified or amended at any time by mutual consent of the Parties provided that any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all Parties.

**ARTICLE XI**

**FISCAL FUNDING CLAUSE**

- 11.1 In the event funds are not budgeted or appropriated by the State or the Parish in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on that Party as to such current or succeeding fiscal year, and no cause of action shall accrue to the benefit of any other Party, its successors or assigns for any further payments from that Party, and this Agreement shall terminate on the last day for which that Party's funds were budgeted or appropriated.

**ARTICLE XII**

**TERM OF CONTRACT**

- 12.1 This Agreement shall have a term of five (5) years, which shall begin on April 5, 2023 and shall expire on April 4, 2028 unless sooner terminated as provided herein.

**ARTICLE XIII**

**DISCRIMINATION CLAUSE**

- 13.1 With respect to the scope of work of this Agreement, all Parties agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and the State and the Foundation agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. With respect to the scope of work of this Agreement, all Parties agree not to discriminate in their employment practices and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. With respect to the scope of work of this Agreement, any act of discrimination committed by any Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**ARTICLE XIV**

**HOLD HARMLESS AND INDEMNIFICATION: INSURANCE**

14.1 The State shall indemnify, save and hold harmless the Foundation, Health System and the Parish against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgment or sums of money to any person accruing against the Foundation, Health System or the Parish or growing out of, resulting from, or by reason of any act or omission of the State, its agents, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement, subject to the limitation set forth in R.S. 38:2195(A).

The Parish shall indemnify, save and hold harmless the State, Health System and the Foundation against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgment or sums of money to any person accruing against the State, Health System or the Foundation growing out of, resulting from, or by reason of any act or omission of the Parish, its agents, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement, subject to the limitation set forth in R.S. 38:2195(A).

The Foundation shall indemnify, defend, save and hold harmless the State and the Parish against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgment or sums of money to any Party accruing against the State or the Parish growing out of, resulting from, or by reason of any act or omission of the Foundation, its agents, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement.

The Health System shall indemnify, defend, save and hold harmless the State and the Parish against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgment or sums of money to any Party accruing against the State or the Parish growing out of, resulting from, or by reason of any act or omission of the Health System, its agents, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement.

Such indemnification shall include fees and costs of litigation, including, but not limited to, reasonable attorney fees.

- 14.2 All Parties agree to the following insurance requirements:
- a. The State shall provide and bear the expense of any insurance requirements related to its operations or activities associated with this Agreement. The Foundation, Health System and the Parish shall be named as additional insureds on the General Liability, Automobile Liability and Professional Liability Insurance which the State is required to provide and maintain under this Agreement.

- b. During the term of this Agreement, the Health System, at its own cost and expense, shall provide and maintain the following insurance coverages:
- i. General Liability Insurance – \$250,000 per incident/1,000,000 aggregate/\$5,000,000 umbrella
  - ii. Commercial Automobile Insurance – \$1,000,000 primary/\$5,000,000 aggregate
  - iii. Professional Liability Insurance – \$1,000,000 per incident/\$3,000,000 aggregate/\$5,000,000 umbrella
  - iv. Worker’s Compensation Insurance – Statutory Amount
  - v. Employer’s Liability Insurance – \$1,000,000 primary/ \$5,000,000 umbrella

The Health System shall list the State, the Parish, Lafayette City-Parish Consolidated Government, and their respective officials, employees, and volunteers as named additional insureds on all liability insurance policies. A waiver of subrogation shall be provided in favor of the named additional insureds on the Workers’ Compensation insurance policy. The Health System shall deliver to the State and the Parish a certificate of insurance on a form acceptable to the State and the Parish, indicating such coverages are effective during the term of this Agreement and it shall provide for written notice to the State and the Parish thirty (30) days prior to cancellation or modification of any policy of insurance required hereunder.

- c. During the term of this Agreement, the State the Foundation, and the Health System, each at its own election, cost, and expense, may provide insurance coverage for any State or Foundation owned property located in the Mobile Health Clinic.
- d. Any deductibles or self-insured retentions provided in the policies which the State is required to maintain under this Agreement shall be solely for the account of the State and shall not be the responsibility of the Foundation, Health System or the Parish.
- e. The State, Health System and the Foundation shall give each other and the Parish prompt written notice of all personal injuries and of all losses or damages to property arising out of or related to the State's use of the Mobile Health Clinic for healthcare services or occurring on the Mobile Health Clinic related to providing healthcare services.
- f. The State and the Foundation shall not engage in any operations on the Mobile Health Clinic or use the Mobile Health Clinic in any way that will result in the cancellation of any insurance which the State, the Health System or the Foundation is required to provide and maintain under the Agreement.
- g. If the Mobile Health Clinic is damaged or destroyed, the Health System promptly shall repair the Mobile Health Clinic to the condition existing immediately prior to

the damage or replace the Mobile Health Clinic with a 38-foot coach bus and the furnishings, technology, medical equipment, and vehicle logo wrap of substantially the same or better quality. The foregoing notwithstanding, if an insurance company has accepted the responsibility to pay for the damage and determines that the Mobile Health Clinic is a "total loss," then the Health System may, within thirty (30) days of such determination, terminate this Agreement, in which case the Health System shall be entitled to all insurance proceeds from policies required to be maintained by the Health System under this Agreement. If the Health System does not terminate this Agreement, the Agreement shall continue in full force and effect, and the Health System promptly shall make all required repairs in a time frame as agreed to by all Parties.

**ARTICLE XV**

**PARTIAL INVALIDITY: SEVERABILITY**

- 15.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**ARTICLE XVI**

**ENTIRE AGREEMENT**

- 16.1 This Agreement, including any attachments that are expressly referred to herein, represents the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, and Agreements previously entered into between the Parties, whether written or oral. No representations were made or relied upon by any Party, other than those that are expressly set forth in this Agreement.

**ARTICLE XVII**

**CONTROLLING LAW**

- 17.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

**ARTICLE XVIII**

**LEGAL COMPLIANCE**

- 18.1 All Parties shall comply with all federal, State, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.

**ARTICLE XIX**

**RELATIONSHIP BETWEEN THE PARTIES: EXCLUSIONS OF BENEFITS**

- 19.1 The relationship between the Parties shall be, and only be, that of an independent contractor and the Parties shall not be construed to be an employee, agent, partner, or in joint venture with, the other two Parties.

**ARTICLE XX**

**ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION  
COVERAGE**

- 20.1 The Parties expressly agree that the other two Parties are independent contractors as defined by La. R.S. 23:1021(7) and, as such, expressly agree that the Parties shall not be liable to the other Parties or to anyone employed by the other Parties for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.

**ARTICLE XXI**

**ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION  
COVERAGE**

- 21.1 All Parties expressly declare and acknowledge that the Parties are independent contractors and, as such, is being engaged by the other Parties under this Agreement as noted and defined in R.S. 23:1472(12) E and, therefore, expressly declared and understood between the Parties hereto, that for the purposes of unemployment compensation only:
- a. The Parties have been and will be free from any control or direction by the other Parties over the performance of the services covered by this Agreement;
  - b. The services to be rendered by the Parties are outside the normal course and scope of the Parties' usual business; and
  - c. The Parties are customarily engaged in an independently established trade, occupation, profession, or business.

- 21.2 Consequently, none of the Parties nor anyone employed or contracted by the Parties shall be considered an employee of the other Parties for the purpose of unemployment compensation coverage.

**ARTICLE XXII**

**FORCE MAJEURE**

- 22.1 None of the Parties to this Agreement shall be responsible to the other Parties hereto for any delays or failure to perform any part of the Agreement caused by an event or circumstances reasonably beyond the immediate control of the Party prevented from performing (“Force Majeure Event”), including, but not limited to: Acts of God; war (declared or undeclared) or war-like action; terrorism, sabotage, insurrection, riot or other act of civil disobedience (actual or threatened); strike, walkout, or other labor shortage; governmental action (civil or military); explosion, power shortage or outage, fuel shortage, embargo, congestion or service failure, epidemic, pandemic, or other public health emergency; natural disaster; inclement weather; fire (naturally occurring or manmade); flood (naturally occurring or manmade); tidal surge or tsunami; landslide; drought; hurricane; tornado; storm; or earthquake. If any Force Majeure Event occurs affecting a Party’s whole or partial performance under this Agreement, the affected Party will give prompt written notice to the other Parties and will use commercially reasonable efforts to minimize the impact of the Force Majeure Event.

**ARTICLE XXIII**

**OTHER COMPLIANCE MATTERS**

- 23.1 Environmental Matters
- a. The State the Foundation, and the Health System shall, at their sole cost and expense, comply with all applicable laws and regulations, specifically including, but not limited to, the generation, handling, storage, and disposal of bio-hazardous medical waste materials and other materials and matter commonly used in the health care industry.
  - b. The State, the Foundation, and the Health System specifically agree to defend, protect, hold harmless and indemnify each other and the Parish from and against any and all Environmental Damages arising from or caused in whole or in part, directly or indirectly, by: (i) the presence on or about the Mobile Health Clinic of Hazardous Material as a result of any action or omission during the term of this Agreement by the State or any State Responsible Party, or by the Foundation or any Foundation Responsible Party, respectively; or (ii) the transportation, generation, use, storage, maintenance, manufacture, handling, disposal, or discharge of Hazardous Material on or about the Mobile Health Clinic during the term of this Agreement by the State or any State Responsible Party, or by the Foundation or any Foundation Responsible Party, or by the Health System or any Health System Responsible Party respectively. For purposes of this Agreement, “Environmental Damages” mean: (i) all claims,



judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation diminution in the value of the Mobile Health Clinic, and damages for the loss of or restriction on use of rentable or usable space or of any amenity of the Mobile Health Clinic); (ii) all sums paid for settlement of claims, and for attorneys' fees, consultants' fees, and experts' fees; and (iii) all costs incurred in connection with the investigation of Hazardous Material on or about the Mobile Health Clinic, the preparation of any feasibility studies or reports, and the performance of any cleanup, remediation, removal, or restoration work required by any federal, state or local governmental or regulatory authority or agency or otherwise necessary for the State and the Foundation to make full economic use of the Mobile Health Clinic.

- c. Notwithstanding any other obligation of the State or the Foundation or the Health System to indemnify each other pursuant to this Agreement, the State or the Foundation or the Health System, as applicable, shall, at its sole cost and expense, promptly take all actions required by any federal, state or local governmental or regulatory authority or agency or otherwise necessary for the other Party, being the State or the Foundation or the Health System, as applicable, to make full economic use of the Mobile Health Clinic, which requirements or necessity arise from or are caused in whole or in part, directly or indirectly, by: (i) the presence on or about the Mobile Health Clinic of Hazardous Material as a result of any action or omission during the Term of this Agreement by the State or any State Responsible Party, or by the Foundation or any Foundation Responsible Party, respectively or by the Health System or any Health System Responsible Party; or (ii) the transportation, generation, use, storage, maintenance, manufacture, handling, disposal, or discharge of Hazardous Material on or about the Mobile Health Clinic during the Term of this Agreement by the State or any State Responsible Party, or by the Foundation or any Foundation Responsible Party, or by the Health System or any Health System Responsible Party respectively. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Mobile Health Clinic, the preparation of any feasibility studies or reports and the performance of any cleanup, remediation, removal, or restoration work. The State shall take all actions necessary to restore the Mobile Health Clinic to the condition existing prior to the introduction of the Hazardous Material thereon or thereabout, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. The State or the Foundation, as applicable, shall nevertheless obtain the other Parties' approval prior to undertaking any actions required hereunder.
- d. For purposes of this Agreement, "Hazardous Material" means any substance or material: (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, rule, ordinance, order, action or policy; (ii) which is or becomes defined as a "hazardous waste," "hazardous substance," pollutant, or contaminant under any federal, state or local statute, regulations, rule, or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response compensation and Liability Act (42 U.S.C.A. § 9601 et seq.) or the Resource Conservation and Recovery Act (42 U.S.C.A. § 6901 et seq.); (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic,

mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency, or instrumentality of the United States, the State of Louisiana, or any political subdivision thereof, including specifically, without limitation, asbestos; (iv) the presence of which on the Mobile Health Clinic causes or threatens to cause a nuisance upon the Mobile Health Clinic or to areas adjacent to or in proximity with the Mobile Health Clinic or poses or threatens to pose a hazard to the health or safety of persons on or about the Mobile Health Clinic; (v) the presence of which on areas adjacent to or in proximity with the Mobile Health Clinic would constitute a trespass by the Foundation; or (vi) which constitute bio-hazardous medical waste materials.

- e. For purposes of this Agreement, “State Responsible Party” means State, its partners, directors, officers, employees, assignees, licensees, concessionaires, agents, independent contractors, customers and invitees (each “State Responsible Party” and collectively the “State Responsible Parties”).
- f. For purposes of this Agreement, “Foundation Responsible Party” means the Foundation, its partners, directors, officers, employees, assignees, licensees, concessionaires, agents, independent contractors, customers and invitees (each “Foundation Responsible Party” and collectively the “Foundation Responsible Parties”). For purposes of this Agreement, “Health System Responsible Party” means the Health System, its partners, directors, officers, employees, assignees, licensees, concessionaires, agents, independent contractors, customers and invitees (each “Health System Responsible Party” and collectively the “Health System Responsible Parties”).
- g. The obligations of the State and the Foundation and the Health System shall survive the expiration or earlier termination of this Agreement.

### 23.2 Compliance with Anti-kickback and Stark Laws Requirements

The purpose of this Agreement is to provide the Foundation with a Mobile Health Clinic that is suitable for the State and the Foundation to establish and operate a healthcare facility to provide services to patients. The volume or value of any business generated between these Parties was not considered, and is not a factor, in determining the fair market value of the cost of or annual expenses of services provided at the Mobile Health Clinic for the term of this Agreement, and for any Additional Terms. Except as specifically required by duties hereunder, nothing in this Agreement shall be construed to require the State or the Foundation, or any Physician, any other health care provider, or any provider of health services retained or employed by the State or the Foundation, or who has a financial interest in or financial arrangement with the State or the Foundation, to refer patients to the State or the Foundation, or to utilize the State or the Foundation inpatient, outpatient or other services to patients, or otherwise to generate business for the State or the Foundation or for any of its medical facilities or programs. Notwithstanding any unanticipated effect of any of the provisions herein, the Parties intend to comply with 42 U.S.C. §1320a-7b(b), commonly known as the federal Anti-Kickback Statute, 42 U.S.C. §1395nn, commonly known as Stark II and Stark III (“Stark Laws”), and any federal or state law provision

governing referrals under the Medicare or Medicaid programs, or any other federal or state health care program, as such provisions may be amended from time to time. This Agreement shall be construed in a manner consistent with compliance with such statutes and regulations and the Parties agree to take such actions as are necessary to construe and administer this Agreement consistent with compliance with such statutes and regulations. In the event any court or administrative agency with jurisdiction determines that this Agreement violates any such statutes or regulations, or that the compensation hereunder exceeds reasonable compensation for purposes of any limitations applicable to tax-exempt entities, then the Parties agree to take such actions as are necessary to amend this Agreement for compliance with the applicable statutes or regulations, as provided herein.

**ARTICLE XXIV**

**PATIENT INFORMATION AND HIPAA**

- 24.1 All Parties shall comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy standards and security standards contained in 45 C.F.R. Parts 160, 162 and 164. The Parties agree not to use or disclose protected health information or individually identifiable health information (as defined in 45 C.F.R. Part 164) (collectively, “PHI”) concerning any patient (whether or not a Party renders services to such patient) other than expressly permitted by this Agreement and/or as permitted or required by federal or state law. The Parties further agree to comply with all policies, procedures and directives regarding the maintenance, use and disclosure of PHI. The Parties further agree to terms and conditions set forth in the Business Associate Addendum, attached hereto and made a part hereof as Exhibit A.

**ARTICLE XXV**

**COVENANT AGAINST CONTINGENT FEES**

- 25.1 The Parties warrant that each Party has not employed or retained any entity or person, other than a bona fide employee working solely for the Parties, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Parties, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the other Parties shall have the right to annul this Agreement without liability or, at the other Parties’ discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**ARTICLE XXVI**

**NO BOYCOTT OF ISRAEL**

- 26.1 In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any

contractor with five or more employees, the Foundation, the Parish, and any subcontractor of the Foundation or the Parish, hereby certify they are not engaging in a boycott of Israel, and shall, for the duration of this Agreement, refrain from a boycott of Israel. The State reserves the right to terminate this Agreement if the Foundation, the Parish, or any subcontractor of the Foundation or the Parish, engages in a boycott of Israel during the term of this Agreement.

**ARTICLE XXVII**

**NOTICES**

- 27.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other Party, or transmitted by facsimile or electronic mail transmission (including PDF), to the Party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such Party as follows:

Dr. Tina Stefanski, M.D., Regional Medical Director  
Louisiana Department of Health  
Office of Public Health  
825 Kaliste Saloom Rd.  
Brandywine III, Suite 100  
Lafayette, La. 70508  
[Tina.stefanski@la.gov](mailto:Tina.stefanski@la.gov)

Joshua S. Guillory, Mayor-President  
PARISH OF LAFAYETTE  
705 W. University Avenue  
Lafayette, La. 70506  
[MayorPresidentsOffice@LafayetteLA.gov](mailto:MayorPresidentsOffice@LafayetteLA.gov)

Gordon Rountree, General Counsel  
LAFAYETTE GENERAL FOUNDATION, INC.  
920 W. Pinhook Road  
Lafayette, La. 70503  
[Gordon.rountree@ochsner.org](mailto:Gordon.rountree@ochsner.org)

Gordon Rountree, General Counsel  
LAFAYETTE GENERAL HEALTH SYSTEM, INC.  
920 W. Pinhook Road  
Lafayette, La. 70503  
[Gordon.rountree@ochsner.org](mailto:Gordon.rountree@ochsner.org)

ARTICLE XVIII

SURVIVAL

- 28.1** The provisions of this Agreement that by their nature and content are intended to survive its expiration or early termination, including but not limited to Articles 5.3, 6, 9, 11, 14.1, and 23.1, shall so survive the expiration or early termination of this Agreement.

{Signature Page to Follow}

**THUS DONE AND SIGNED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, in  
Baton Rouge, Louisiana, and in the presence of the undersigned witnesses and Notary Public,  
after a due reading of the whole.

**LOUISIANA DEPARTMENT OF HEALTH**  
**Office of Public Health**

BY:

\_\_\_\_\_  
Doris Brown, MEd, MS, APRN, CNS  
Assistant Secretary  
Office of Public Health

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
**NOTARY PUBLIC**

\_\_\_\_\_  
Notary Printed / Stamped Name  
Notary ID Number

**THUS DONE AND SIGNED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, in \_\_\_\_\_, Lafayette Parish, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

**PARISH OF LAFAYETTE**

BY:

\_\_\_\_\_  
Joshua S. Guillory, Mayor-President

WITNESSES:

\_\_\_\_\_  
Signature

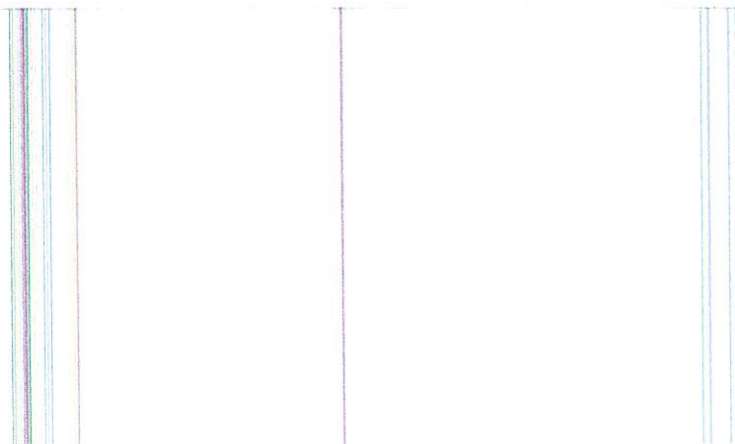
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\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
**NOTARY PUBLIC**

\_\_\_\_\_  
Notary Printed / Stamped Name  
Notary ID Number



**THUS, DONE AND SIGNED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, in \_\_\_\_\_, Lafayette Parish, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

**LAFAYETTE GENERAL FOUNDATION, INC.**

BY:

\_\_\_\_\_  
Patrick Gandy, CEO of Sole Member

WITNESSES:

\_\_\_\_\_  
Signature

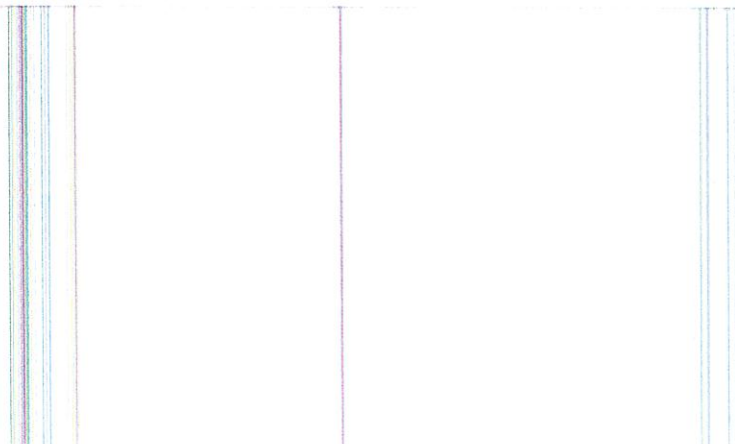
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\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
**NOTARY PUBLIC**

\_\_\_\_\_  
Notary Printed / Stamped Name  
Notary ID Number





**THUS DONE AND SIGNED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, in \_\_\_\_\_, Lafayette Parish, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

**LAFAYETTE GENERAL HEALTH SYSTEM, INC.**

BY:

\_\_\_\_\_  
Patrick Gandy, CEO

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
**NOTARY PUBLIC**

\_\_\_\_\_  
Notary Printed / Stamped Name  
Notary ID Number

**EXHIBIT A**  
**BUSINESS ASSOCIATE AGREEMENT**

**I. Definitions.**

- A. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (“PHI”), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information (“Unsecured PHI”), and Use.
- B. Specific definitions:
1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean OPH and the Parish, separately.
  2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the Foundation.
  3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

**II. Obligations and Activities of Business Associate as to Protected Health Information.**

- A. Use and Disclosure of Protected Health Information. Business Associate may use and/or disclose PHI only as Required by Law, permitted under this Agreement, or to the extent necessary to perform Business Associate's obligations under the agreement setting forth the business arrangement between the Covered Entity and the Business Associate (the “Underlying Agreement”). Business Associate shall use the Minimum Necessary PHI to accomplish the purposes of each Use or Disclosure of PHI hereunder in compliance with the requirements of 45 C.F.R. §164.502(b).
- B. Health Information Safeguards. Business Associate shall develop, implement, maintain and use appropriate safeguards that comply with Subpart C of 45 C.F.R. Part 164 and reasonably and appropriately protect the confidentiality, integrity, security and availability of electronic PHI and prevent Use or Disclosure of any PHI other than as provided for by this Agreement or the Underlying Agreement. With regard to safeguards, Business Associate shall comply with the applicable provisions of the HIPAA Rules, including without limitation, 45 C.F.R. §§164.308, 164.310, 45 C.F.R. §164.312, and 45 C.F.R. §164.316.
- C. Reporting. Business Associate shall report to Covered Entity any Security Incident or any Use or Disclosure of PHI not authorized by this Agreement or the Underlying Agreement of which it becomes aware, including incidents that constitute Breaches of Unsecured PHI, as required at 45 CFR 164.410. Business Associate shall make the report to Covered

Entity's Privacy Officer not less than 24 hours after Business Associate learns of such unauthorized Use or Disclosure. Business Associate's report shall at least: (a) identify the nature of the unauthorized Use or Disclosure; (b) identify the PHI used or disclosed; (c) identify who is responsible for the unauthorized Use or Disclosure; (d) identify what Business Associate has done or shall do to mitigate any deleterious effect of the unauthorized Use or Disclosure; (e) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized Use or Disclosure; and (f) provide such other information, including a written report, as reasonably requested by Covered Entity's Privacy Officer. Business Associate shall notify Covered Entity in writing promptly upon the discovery of any Breach of PHI in accordance with 45 C.F.R. § 164.410, but in no case later than 30 calendar days after discovery. A privacy risk assessment will be conducted to determine whether the Business Associate or Covered Entity has the obligation to report the breach to the patient(s), OCR, and/or the media, as required by the HIPAA Rules.

- D. Subcontractors and Agents. In accordance with 45 CFR 164.502 (e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any Subcontractors and agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Business Associate shall be liable for any Breach caused by its Subcontractors and agents.
- E. Mitigation of Disclosure of PHI. Business Associate shall take reasonable measures to mitigate, to the extent practicable, any harmful effect known to Business Associate of any Use or Disclosure of PHI by Business Associate or its Subcontractors or agents in violation of the requirements of this Agreement or the Underlying Agreement. Without limiting the generality of the foregoing, Business Associate shall cure any violation in accordance with 45 C.F.R. § 160.410(b).
- F. Access to Health Information by Individuals. Business Associate shall make available to Covered Entity, within five (5) business days of request, PHI held in a Designated Record Set as necessary for Covered Entity to respond to an Individual's request for access to PHI. In the event any Individual or personal representative requests access to the Individual's PHI or Health Information directly from Business Associate, Business Associate shall forward to Covered Entity any and all requests by the Individual to access such records. Business Associate shall establish procedures providing for such access that at a minimum comply with 45 CFR 164.524.
- G. Correction of Health Information. Business Associate shall, as directed or agreed to by the Covered Entity, promptly amend or correct PHI held in a Designated Record Set or take other measures necessary to satisfy Covered Entity's obligations in accordance with the requirements of 45 C.F.R. §164.526. In the event an Individual delivers the request for an amendment or correction directly to Business Associate, Business Associate shall promptly forward such request to Covered Entity within five (5) business days.
- H. Accounting of Disclosures. Business Associate shall implement an appropriate recordkeeping system and document its disclosures of PHI in a manner sufficient for the

Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Covered Entity shall designate the time and manner in which Business Associate shall provide the accounting of its disclosures to Covered Entity. In the event an Individual delivers the request for an accounting directly to Business Associate, Business Associate shall promptly forward such request to Covered Entity within five (5) business days.

- I. Availability of Books and Records. To the extent the Business Associate is to carry out one or more of the covered entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s). Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI received from or on behalf of Covered Entity available to Covered Entity and to the Secretary for the purpose of determining compliance by Covered Entity or Business Associate with the requirements of the HIPAA Rules.

### III. **Permitted Uses and Disclosures by Business Associate.**

- A. Business Associate may only use or disclose PHI as permitted by law, as set forth in the Underlying Agreement or as designated specifically by this Agreement. Business Associate is not authorized to de-identify patient information in accordance with 45 CFR 164.514(a)-(c) without written approval by the Covered Entity.
- B. Business Associate agrees to make Uses and Disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures. Without limiting the generality of the foregoing, Covered Entity will provide, and Business Associate will request, no more than, the Minimum Necessary amount of PHI required for the performance of Business Associate's services under the Underlying Agreement.
- C. The Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Covered Entity, except for the specific Uses and Disclosures set forth below, and Covered Entity will not request Business Associate to do so.
- D. Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibility of the Business Associate.
- E. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which confidentiality of the information has been breached.
- F. Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Covered Entity.

**IV. Provisions for Covered Entity to inform Business Associate of Privacy Practices and Restrictions.**

- A. Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her protected information, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- C. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**V. Term and Termination.**

- A. Term. The Term of this Agreement shall be effective as of the termination date of the Underlying Agreement, or on the date the Covered Entity terminates for cause as authorized by paragraph (b) of this section, whichever is sooner.
- B. Termination for Cause or Breach. Upon the Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall: (1) provide an opportunity for Business Associate to cure the breach or end the violation, and terminate the Business Relationship and this Agreement and the Underlying Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or (2) if feasible, immediately terminate the Business Relationship and this Agreement and the Underlying Agreement if Business Associate has breached a material term of this Agreement and cure is not possible. Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement if it determines, in its sole discretion, that Business Associate has breached any material provision of this Agreement or violated any provision contained in the HIPAA Rules. Covered Entity may exercise this right by providing written notice to the breaching party of termination, and the termination shall be effective immediately or at such other date specified by the Covered Entity in such notice.
- C. Return or Destruction of Health Information.
  - 1. Except as otherwise provided in this Section, upon termination, cancellation, expiration or other conclusion of this Agreement, Business Associate shall return to Covered Entity or destroy all PHI in whatever form or medium (including in any electronic media under Business Associate's custody or control), that Business Associate received from or on behalf of Covered Entity, including any copies of and any PHI or compilations derived from and allowing identification of such PHI. Business Associate shall complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of this Agreement. Within such 30-day period, Business Associate shall certify in writing to Covered Entity that such return or destruction has been completed. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall

provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such PHI and limit further Uses and Disclosures of PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

2. If the Business Associate is required to use or disclose PHI for its own management and administration or to carry out its legal responsibilities and the Business Associate needs to retain PHI for such purposes, Business Associate shall:
  - a) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - b) Return to Covered Entity or destroy the remaining PHI that the Business Associate still maintains in any form;
  - c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI other than as provided for in this Section, for as long as the Business Associate retains the PHI;
  - d) Not use or disclose the PHI retained by the Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in Sections III. D. and E. above, which applied prior to termination; and
  - e) Return to Covered Entity, or destroy, the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
3. Continuing Obligations. Business Associate's obligation to protect PHI and Health Information received from or on behalf of Covered Entity shall be continuous and shall survive any termination, cancellation, expiration or other conclusion of this Agreement or the Underlying Agreement.

#### VI. Miscellaneous.

- A. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- B. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- C. Interpretation. Any ambiguity in this Agreement and the underlying Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- D. Insurance and Indemnity. Business Associate shall maintain general liability insurance with respect to Business Associate's obligations under this Agreement reasonably satisfactory to Covered Entity and shall provide proof of such insurance from time to time

as requested by Covered Entity. Each party agrees to defend, indemnify, and hold harmless the other party and its agents, shareholders, members, managers, employees, officers, and directors from and against any and all claims, demands, causes of action, losses, damages, liabilities, judgment, fines, penalties, costs and expenses (including reasonable attorney's fees) asserted against or incurred by such indemnified party or its agents, shareholders, members, managers, employees, officers, and directors arising out of or resulting from any violation of, or failure to comply with, the provisions of this Agreement or the Underlying Agreement by the indemnifying party and/or its agents.

- E. Injunctive Relief. Notwithstanding any rights or remedies provided for in this Agreement or the underlying Agreement, Covered Entity retains all rights to seek injunctive relief to prevent or stop the inappropriate Use or Disclosure of PHI directly or indirectly by Business Associate without the need to post bond.

LAFAYETTE CITY COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) **JUSTIFICATION FOR REQUEST:** An ordinance of the Lafayette Parish Council authorizing a cooperative endeavor agreement between the Louisiana Department of Health - Office of Public Health, the Parish of Lafayette, Lafayette General Foundation, Inc., and Lafayette General Health System, Inc. for a Lafayette Parish Mobile Health Clinic.

2) **ACTION REQUESTED:** Adoption of Ordinance

3) **REQUESTED ACTION OF COUNCIL:**

A) **INTRODUCTION:** March 21, 2023

B) **FINAL ADOPTION:** April 4, 2023

4) **DOCUMENTATION INCLUDED WITH THIS REQUEST:**

A) Ordinance (2 pages)

B) Cooperative Endeavor Agreement (29 pages)

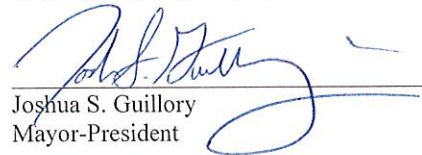
C) Submittal Form (1 page)

5) **FISCAL IMPACT:**

       Fiscal Impact

  X   No Fiscal Impact

**RECOMMENDED BY:**

  
Joshua S. Guillory  
Mayor-President

**APPROVED FOR AGENDA BY:**

  
CYDRA WINGERTER  
CHIEF ADMINISTRATIVE OFFICER