

ASCENSION PARISH GOVERNMENT
STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

ASCENSION PARISH GOVERNMENT

AND

OUR LADY OF THE LAKE HOSPITAL, INC. INDIVIDUALLY AND ON BEHALF OF ITS
WHOLLY OWNED SUBSIDIARIES OUR LADY OF THE LAKE PHYSICIAN GROUP, LLC AND
HEALTH CARE CENTERS IN SCHOOLS, INC.

THIS COOPERATIVE ENDEAVOR AGREEMENT, hereinafter sometimes referred to as the "CEA" or the "Agreement," is made and entered into as of _____, 2022 ("Effective Date") by and between the Ascension Parish Government, Office of Public Health hereinafter also referred to as "Parish" and/or "Agency," and Our Lady of the Lake Hospital, Inc. individually and on behalf of its wholly owned subsidiary Health Care Centers in Schools, Inc. officially domiciled _____, hereinafter referred to as "OLOL" or "Contracting Party," or "Contractor." For the purposes of this CEA, Ascension Parish Government and Contractor may individually be referred to as a "Party" or collectively as the "Parties "

ARTICLE I
STATEMENT OF PUBLIC PURPOSE

- 1.1 For the purpose of this project, the Parties have indicated a willingness to work together to ensure that adequate public health and mental health services. The goal is to expand healthcare services, promote healthy living and provide greater access to the residents of Parish of Ascension with the focus on the following approaches:
- a. Preventative Up Stream. Both Parties agree that public healthcare delivery systems need to transition to have a greater presence upstream and a greater focus on preventative measures. Both Parties agree that public health promotes and protects the health of people and the communities **where they live, learn, work and play**. Economic difficulties lack of transportation and the increased "poverty of time" makes it difficult for various segments of the community to participate in off-site appointments. Alternative healthcare delivery systems, such as Mobile Health Clinics, may be mutually considered by the Parties as potential expansions in care delivery during the Term of this Agreement to facilitate the delivery of public health and wellness services where the needed population live, learn, work and play.
 - b. Collaborative Approach. Both Parties agree that a more preventative approach can be achieved by approaching public health collaboratively by seeking partnerships with all public agencies as well as private healthcare stakeholders, to include but not

limited to, the Ascension Parish Health Unit, the Ascension Parish Mental Health Unit, the Ascension Parish Council on Aging, the Ascension Parish Recreation Department and the Ascension Parish School Board.

- c. Public Awareness Healthy Living Community Events. Both Parties agree that poor health outcomes are in large part the result of poor life choices. Furthermore, both Parties agree that public health is more than preventing and responding to public health issues, Public Health is achieved by promoting healthy lifestyles through PSA's, community events and offering mental and physical recreational activities.

1.2 This CEA intends to improve the quality of life and care of citizens of Ascension Parish, particularly disadvantaged and underserved communities, as part of Ascension Parish's efforts which include, but are not limited to: the provision of public health and mental health services; operational support of the mental health and public health Parish government departments; and the provision of a mobile health clinics (collectively, the "Services").

1.3 The Parish and Contractor hereby represent that the value of the benefits expected to be received by the Parish pursuant to this Agreement exceeds the cost of the Parish's compliance with the terms of this Agreement.

ARTICLE II

SCOPE OF SERVICES; DELIVERABLES

2.1 **Deliverables:** Contractor shall provide the following services as described herein and in the attached Exhibit A, in accordance with the terms and conditions contained in this Agreement ("Services"):

- a. All public health and mental health unit employees and operations will transition to Contractor upon execution of this CEA, unless any such employees are eligible for retirement within ~~five~~ten (~~\$10~~) years of execution of the CEA. Any employees remaining in the employment of the Parish, and who continue to provide services in the clinic, will be leased to Contractor for a period of up to ~~five~~ten (~~\$10~~) years (hereinafter referred to as "Leased Employees"). Operational expenditures and billing for services will be done by Contractor.
- b. Upon transition to Contractor, prior Parish employees will receive their total amount of Parish service credit applied to Contractor for any paid time off ("PTO") accrual purposes only, will begin employment with Contractor at a rate of pay not lower than their current annual salary upon transition, and to the greatest extent possible will receive the value of their 2022 merit performance award, if applicable, included in their starting salary with Contractor.
- c. The Parish agrees to maintain insurance coverage for any of its employees transitioning to the employment of Contractor during the initial 30-day period of employment to ensure there are no gaps in coverage.
- d. All Leased Employees will be subject to appropriate background checks and meet eligibility criteria to provide services to Contractor under this Agreement.
- e. The Leased Employees shall be duly qualified and skilled in the area in which their services are to be utilized. The Contractor will consult with the Parish with respect to the Leased Employees, but

Contractor has the right to determine the actual duties performed of Leased Employees. Leased Employees will be under the operational oversight of Contractor and subject to all applicable Contractor policies and procedures for providing services on behalf of Contractor under this Agreement. After a collaborative effort with Parish Human Resources Department, Contractor has the sole right to request removal of a Leased Employee at any time for any violation of Contractor policies. Contractor understands that Leased Employees remain Parish employees with all rights covered under Parish personnel policies and processes, which includes Parish observed holidays.

- f. Contractor agrees to provide all services currently provided by the Ascension Parish Health Unit and Mental Health Unit. If any services are to be removed or modified, this must be mutually agreed upon by both parties.
- g. Contractor will oversee operations and management of the Ascension Parish Health Unit, Mental Health Unit, and other mutually agreed upon health and wellness services provided to the parish.
- h. Contractor in performing the Services will utilize a state-of-the-art electronic medical record billing appointment system that will allow same day next day appointments and admissions, billing, and comprehensive care management across public and mental health units for all citizens.
- i. Contractor at all times shall maintain the confidentiality of all protected health information and comply with all Federal and State law and regulations applicable to patient confidentiality and privacy.
- j. Contractor shall make available to all Ascension Parish Health Unit and the Mental Health Unit patients the secure online health information patient portal MyChart powered by Epic.
- k. Contractor shall make telehealth services available to Ascension Parish Health Unit and the Mental Health Unit patients using a HIPAA -compliant telehealth platform.
- l. Contractor shall be responsible for operational expenditures, credentialing and billing for services.
- m. Contractor shall be responsible for ensuring all required employee professional certifications and qualifications are maintained.
- n. Contractor shall provide quarterly aggregate level reports to include, but not limited to patient volume, visits by purpose, financial operations, staffing and patient satisfaction, and the number of hours staffed by physicians, psychiatrists, physician assistants and nurse practitioners.
- o. Contractor shall make best efforts to increase healthcare access and comprehensive benefits for Ascension residents through on-site Medicaid enrollment at the public health units and mental health units as well as community events and PSAs.
- p. Contractor shall provide access to family healthcare services by a physician or advance practice provider ("APP") to be available full-time, covering five days per week for a minimum of 36 hours per week with additional patient access to on call services 24 hours per day, 7 days a week.

Providers may be increased based on patient need and will include appropriate referrals to primary care physicians or other specialists as required.

- q. Contractor shall provide immunization services five days a week.
- r. Contractor shall provide access to women's services to include routine and preventative services such as mammograms and pap smears.
- s. Contractor shall add additional locations for the provision of public health and mental health services based upon need as mutually agreed to by the parties.
- t. Contractor shall expand pediatric focused services that will improve the health equity of all children of Ascension parish, including pediatric providers at the public health unit, mobile healthcare services, and care coordination for support services essential to a child's well-being.
- u. Contractor shall provide psychiatric services rendered by a psychiatric provider licensed and credentialed by the state of Louisiana and board certified in psychiatry or physicians licensed by the state of Louisiana who are participating in a psychiatry residency program sponsored by a Louisiana medical school and under the supervision of a physician licensed by the state of Louisiana and board certified in psychiatry. The psychiatric services shall be available for a minimum of twenty (20) hours per week up to 36 hours per week as needed.
- v. Contractor shall make a good faith effort to increase capacity of counselors and social workers in the mental health unit -to see more clients and provide for more services as outlined in the Appendix, which is incorporated herein by reference.
- w. Contractor shall provide dedicated Drug Court counselors to improve case management and judicial services.
- x. Contractor shall implement a Pre-Trial Release Program within first year of agreement. This program will be a collaborative jail-based review team, staffed by a licensed clinical social worker, to divert non-violent pre-trial defendants with mental health needs from jail into community-based services and programs.
- y. Contractor shall work with the Parish to form partnerships with all willing public agencies as well as private healthcare stakeholders, to include but not limited to, the Ascension Parish Health Unit, the Ascension Parish Mental Health Unit, the Ascension Parish Council on Aging, the Ascension Parish Recreation Department, the Ascension Parish Sheriff's Office and the Ascension Parish School Board to offer community events, classes, support groups, and screening events that not only identify issues, but link to healthcare resources in the community.
- z. Contractor agrees to consider a matching contribution to annual health and wellness public awareness events and campaigns as permitted based on the budget.
- aa. Contractor shall in good faith attempt to establish Mobile Health Clinics per future agreements with the Ascension Parish Council on Aging, the Ascension Parish Recreation Department, the Ascension Parish Sheriff's Office and the Ascension Parish School Board, as well other

third-party public and private organizations with the provision of licensed medical professional services.

- bb. Contractor agrees that all advertising, signage, and branding for services provided under this Agreement shall be approved by the Parish and include reference to the relationship with the Parish. For example, Ascension Parish Health Unit powered by OLOL.
- cc. Contractor agrees that during any public health emergency, all decisions regarding operations of the Ascension Parish Health Unit and the Mental Health Unit shall be made jointly with the Parish.
- dd. Parish will maintain its current agreement with the State of Louisiana for WIC services and Contractor will provide, on behalf of Parish, all WIC services currently offered by the Parish and will provide the Parish with data on services provided necessary to seek reimbursement.

2.2 Deliverables: Parish shall provide the following services in accordance with the terms and conditions contained in this Agreement:

- a. Parish will provide adequate facilities for Contractor to use for professional services provided to patients in private, confidential setting(s) for patients to receive their public health and mental health services. Contractor agrees that the current Parish facilities on both the east bank and west bank are adequate for operation for the first 12 months of this agreement.
- b. A Health in All Policies Leader will be employed by Ascension Parish and work in tandem with Contractor's designee.
- c. Parish agrees to consider a matching contribution to annual health and wellness public awareness events and campaigns as permitted based on the budget.

ARTICLE III

HEALTH IN ALL POLICIES LEADER

3.1 A Health in All Policies Leader ("Leader") will be assigned by the Parish.

3.2 **Monitoring Plan:** During the term of this Agreement, Contractor shall discuss the progress and results of the project with the Leader. These discussions shall include, but are not necessarily limited to, ongoing plans for the continuation of the project and any deficiencies noted, including mechanisms for resolution of said deficiencies. The Leader shall review and analyze Contractor's progress and results to ensure their compliance with contract requirements.

3.3 The Leader shall also review and analyze Contractor's progress to ensure compliance with the Services. The Leader shall ensure that activities are completed on a quarterly basis and/or as needed during the course of this Agreement as follows:

- a. Compare progress to the provision of services, goals and objectives outlined in this contract to determine the progress made;
- b. Contact Contractor to secure any missing deliverables;
- c. Maintain telephone and/or e-mail contact with Contractor on contract activity and, if necessary, make on-site visits to Contractor sites in order to review the progress on, and completion of, Contractor's services

to assure that performance goals are being achieved, and to verify information when needed.

3.4 At all times during the course of this CEA, Contracting Party shall inform the Leader of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party and any assistance which may be needed to resolve the situation.

ARTICLE IV PAYMENT TERMS AND INVOICES

* 4.1 Parish shall pay Contractor \$360,772.00 per month during the first twelve (12) months following the Commencement Date (defined below) of the Agreement for the Services. Payments shall be sent by Parish within thirty (30) days following receipt of an invoice from Contractor at the end of the month in which services were rendered pursuant to this Agreement. The Parties agree to renegotiate the payment for the Services based on any expansion of services and costs annually. It is not the intent of the Parties that Contractor will operate in a deficit for the Services provided to Parish. Therefore, the Parties agree that in the event the monthly payments plus Contractor billing collections are not sufficient to meet the costs of Services provided by Contractor, such that Total Expenses exceed monthly Collections, Contractor will reduce Services to fall in alignment with the cost of Services and notify Parish of any required reduction in Services. Services will be adjusted based on budgetary needs.

* 4.2 Contractor reserves the right to bill patients and their insurers for any professional health services provided to patients under this Agreement and retain all collections for such professional health services. Parish shall not directly submit a bill or statement of charges to any patient or other entity for the Services rendered by Contractor under this Agreement. Contractor shall provide or arrange for billing and collection services as reasonably necessary for the prompt collection of all charges resulting from the provision of services, devices or supplies to patients ("Billing Services"). Such Billing Services shall be performed in compliance with all applicable laws, regulations, and applicable payer policies or directions, including the participation, billing, and payment requirements of all applicable federal health care programs, such as the Medicare Program and the Medicaid Program where applicable. Contractor shall be solely responsible for the Billing Services performed by Contractor under this Agreement. Contractor agrees to provide Parish with unrestricted access upon reasonable request to any claims submitted by Contractor to third-party payors, including but not limited to any federal health care program, for services provided by Contractor under this Agreement. Contractor will quarterly report total revenue received from billing insurers, federal healthcare programs, or any other patient billings. Contractor will include the total billing revenue as part of the total monthly payments to determine level of service provided.

4.3 At all times during the Term (defined below) of this Agreement, Parish shall retain all current revenue streams for both the public health unit and mental health unit including but not limited to: taxes; WIC Program Reimbursement; FEMA Reimbursement; State Revenue Sharing; CARES Act Reimbursement; interest earnings; sale of property proceeds; rental fees; and grants.

ARTICLE V TERMINATION FOR CAUSE

5.1 Either Party may terminate this Agreement for cause based upon the other Party's failure to comply with the terms and/or conditions of the Agreement. The terminating party shall give the defaulting party written notice specifying the fault. If within thirty (30) days after receipt of such notice, the defaulting party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure, and thereafter have proceeded diligently to complete such correction, then the terminating party may, at its option, place the defaulting party in default and the Agreement shall terminate on the date specified in such notice.

ARTICLE VI

TERMINATION FOR CONVENIENCE

6.1 Either Party may terminate this Agreement at any time by giving ~~ninety-one hundred and eighty (90)~~ 180 days written notice to the other party. Upon receipt of notice to Contractor by the Parish, Contracting Party 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. Contractor shall be paid by the Parish for any and all Services provided prior to Termination of the Agreement.

ARTICLE VII

OWNERSHIP AND CONFIDENTIALITY

7.1 All work product, including records, with the exception of patient records which will remain as part of Contractor's unified electronic medical records system and protected under the Health Insurance Portability and Accountability Act ("HIPAA") as Protected Health Information ("PHI"), reports, documents and other material delivered or transmitted to Contracting Party by the Parish shall remain the property of the Parish, and shall be returned by Contracting Party to the Parish, at Contracting Party's expense, at termination or expiration of this agreement. All work product including records, with the exception of patient medical records, reports, documents, or other material related to this Agreement and or obtained or prepared by Contracting Party in connection with performance of the services contracted for herein shall become the property of the Parish, and shall, upon request, be returned by Contracting Party to the Parish at Contracting Party's expense at termination or expiration of this agreement. The Parish shall not be restricted in any way whatsoever in the use of such material.

7.2 At the termination of this Agreement, Parish and Contractor shall work in good faith to transition copies of any and all medical records of patients who elect to receive care through Ascension Parish. At any time during the Term of the Agreement, the Parish shall have the right to require Contractor to provide Parish documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement upon request and reasonable notice.

7.3 Contractor agrees to comply with the applicable HIPAA and the requirements of any regulations promulgated thereunder, including, without limitation: the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E (the "HIPAA Privacy Rule"); the applicable requirements related to the security of Protected Health Information (the "HIPAA Security Rule"); and the requirements of the Health Information Technology for Economic and Clinical Health Act (the

"HITECH Act"), enacted as part of the American Recovery and Reinvestment Act of 2009 (the "ARRA"), including the breach notification requirements (the "HIPAA Breach Notification Requirements").

ARTICLE VIII **NON-ASSIGNMENT**

8.1 Contracting Party shall not 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 Parish. Additionally, the Contracting Party shall not subcontract any work to any party without the prior written consent of the Parish Governing Authority.

ARTICLE IX **BOOKS AND RECORDS**

9.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of four years after the date of final payment under the prime contract and any subcontract entered into under this Agreement or four years from the date of termination of the prime contract and any subcontract entered into under this Agreement, whichever is later.

ARTICLE X **AMENDMENTS IN WRITING**

10.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all Parties.

ARTICLE XII **TERM OF CONTRACT**

12.1 The term of this Agreement shall begin on the Commencement Date (defined below) and shall remain in effect for _____ () years (the "Initial Term"), unless sooner terminated. This Agreement shall automatically renew for additional one (1) year terms ("Renewal Terms") unless either party provides the other party with at least ninety (90) days prior written notice of its desire to not renew the Agreement at the end of the then-current term or unless the Agreement is sooner terminated as provided in Paragraphs V or VI above. The Initial Term and any Renewal Terms shall be considered the "Term" of the Agreement. At the expiration or termination of the Term, all other obligations of the Parties shall terminate unless otherwise agreed.

12.2 By signing this Agreement, the Parties have committed to abide by and perform certain obligations and duties specified in the Agreement, starting on or the _____ ("Commencement Date").

12.3 Beginning on the Effective Date, the Parties agree to cooperate and facilitate the transition of employees and Services from the Parish to the Contractor in order for Contractor to begin providing the Services on the

ARTICLE XIII
DISCRIMINATION CLAUSE

13.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by Contracting 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 Contracting Party on behalf of itself and any of Contractor's employees who provide services for the Contracting Party under this Agreement, shall obtain and maintain at its own expense professional liability insurance with policy limits consistent with the requirements of the Parish of Ascension, and participate as a Qualified Healthcare Provider in the Patient's Compensation Fund. Contractor will not provide any professional liability or other liability coverage for Parish personnel leased to Contractor under this Agreement. Parish shall be responsible for providing all applicable liability coverage, including professional liability with qualification under the Patient's Compensation Fund, for its leased employees. Contracting Party agrees to deliver promptly to the Parish upon receipt, a copy of any notice of claim against the Contracting Party or any person providing services under the terms of this Agreement. In the event that this Agreement is terminated or any of the Contracting Party's personnel cease to provide services under this Agreement, if such professional liability insurance was obtained on a "claims made" basis rather than on an "occurrence" basis, Contracting Party shall either (a) purchase "tail" coverage to continue the professional liability insurance coverage with a minimum extended reporting period of three (3) years, or (b) continue the professional liability insurance in the same form and with the same coverage limits, and shall furnish Parish with appropriate documentation of such coverage.

14.2 Each Party shall be solely responsible and liable for the actions or omissions of that Party in the performance of this Agreement. Each Party hereby agrees to hold the non-offending Party free and harmless from any and all claims for damages arising as a result of the acts, fault or liability of the offending Party. Further, each Party agrees to indemnify the non-offending from any and all claims, demands, costs, judgments, attorney's fees, or expenses arising out of said actions of the at fault offending Party. Each Party agrees to indemnify and hold the non-offending party harmless from any and all actions attributable to the at fault Party. Neither Party shall be responsible for the actions of any other Party or that Party's officers or employees. The Parish and Contracting Party each hereby agree to indemnify and hold harmless the other Party, its directors, officers, and employees to the extent any losses, claims, damages or liabilities, including but not limited to all reasonable costs of defense (including attorney's fees and court costs) to which such Party may become subject are the result of any: (i) breach of this Agreement by either Party; (ii) failure of either Party to perform its obligations hereunder; or (iii)

~~negligence or willful misconduct or fraud of either Party, its directors, officers or employees.~~ Contractor's indemnity obligation includes, without limitation, the billing and collection services performed by Contractor for the Services performed under this Agreement.

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

ARTICLE XVI

ENTIRE AGREEMENT: MODIFICATION IN WRITING

16.1 It is understood and agreed that the terms and conditions described in this Agreement constitute the entire agreement between the Parish and Contractor with respect to subject matter hereof and that this Agreement supersedes any and all prior negotiations, representations, understandings, discussions, or agreements with respect to same. The Parish and Contractor agree that there are no other terms or conditions of the relationship governing the Services described herein that are not described within this Agreement, either written or oral between the parties, including without limitation any prior agreement(s) between the parties hereto, which agreement(s) are hereby terminated, and that any change, modification, amendment, supplement, or revision of this Agreement will be only effective upon a writing duly executed by both the Parish and Contractor. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same Agreement.

16.2 This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing, and signed by all parties.

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, without reference to its conflicts of law provisions.

ARTICLE XVIII

LEGAL COMPLIANCE

18.1 The Parish 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.*) and the Louisiana Procurement Code in carrying out the provisions of this Agreement.

ARTICLE IX
RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS

19.1 The Contracting Party is engaged by the Parish for the purposes set forth in this Agreement. The relationship between the Contracting Party and the Parish shall be, and only be, that of an independent contractor and the Contracting Party shall not be construed to be an employee, agent, partner, or in joint venture with the Parish. Parish shall neither have nor exercise any direction or control over the methods, techniques, or procedures by which Contractor or its staff perform the Services hereunder. Neither Contractor nor any Contractor staff shall have employee status with Parish or be entitled to participate in any plan or arrangements providing pension, health, and welfare or any other benefits to Parish employees. Neither Parish nor any Parish staff shall have employee status with Contractor or be entitled to participate in any plan or arrangements providing pension, health, and welfare or any other benefits to Contractor employees.

ARTICLE XX
ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE

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

ARTICLE XXI
FORCE MAJEURE

21.1 Neither Party to this Agreement shall be responsible to the other Party hereto for any delays or failure to perform any part of the Agreement caused by any events or circumstances reasonably beyond the immediate control of the Party prevented from performing, including, but not limited to, Acts of God, natural disasters or public health emergencies or public emergencies.

ARTICLE XXII
**ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT
COMPENSATION COVERAGE**

22.1 The Parish and/or Agency and the Contracting Party expressly declare and acknowledge that the Contracting Party is an independent contractor and, as such, is being engaged by the Parish and/or Agency under this Agreement as noted and defined in R.S. 23:1472(12) (E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

- a. The Contracting Party has been and will be free from any control or direction by the state and/or Agency over the performance of the services covered by this Agreement;
- b. The services to be rendered by the Contracting Party are outside the normal course and scope of the Parish and or Agency's usual business; and
- c. The Contracting Party is customarily engaged in an independently established trade, occupation, profession, or business.

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

ARTICLE XXVI **NOTICES**

26.1 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 if sent by United States Postal Service certified mail, return receipt requested, postage prepaid, or by Federal Express, United Parcel Service, or other nationally recognized overnight carrier. All notices and other communications pertaining to this Agreement may be 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. All notices by a party pertaining to this Agreement shall be addressed as follows:

If to Ascension Parish Government:

If to Contractor: Our Lady of the Lake Hospital, Inc.
5000 Hennessy Boulevard
Baton Rouge, LA 70808
Attn: President

With a copy to: Franciscan Missionaries of Our Lady Health System, Inc.
4200 Essen Lane
Baton Rouge, LA 70809
Attn: General Counsel

[SIGNATURES ON NEXT PAGE]

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the ____ day of _____, 2022.

HOSPITAL:
Our Lady of the Lake Hospital, Inc.

ENTITY:

By: ~~Beth O'Brien~~ Chuck Spicer
Its: ~~Interim~~ President
5000 Hennessy Blvd.
Baton Rouge, LA 70808

By: _____
Its: _____
Address: _____

Date: _____

Date: _____

Exhibit A

Children's Health Services

Service Provided	Change in Current State	Benefit	Service Area	Metrics
<p>Hearing and vision services provided via care coordination and mobile unit to provide additional eye exams and services needed for those who fail screenings. These can be done on an annual basis and as needed as notified by school personnel.</p> <p>Head start mobile wellness and medical clinics</p>	<p>No follow-up services are currently provided for failing hearing and vision screening</p> <p>Families must identify and go to Baton Rouge or East Bank for services, which may lead to delayed school start</p>	<p>Offer eye exam and glasses to 100% of children who do not pass initial screenings.</p> <p>Referral to audiologists for all failed hearing screenings</p> <p>Improved academic performance and decreased time away from school</p> <p>Provide medical and behavioral services to help families meet requirements for Head Start entry and improve wellness.</p> <p>SDOH screening on all participants to identify additional needs</p> <p>Access to medical provider for consultation on development of policies, programs, and advisement</p> <p>Access to same-day or scheduled visits, telehealth, and vast network of pediatric specialists, and behavioral health programs</p> <p>ACEs (Adverse Childhood Experiences) and Trauma Informed Care training and resources available to APSB through this program</p>	<p>Donaldsonville schools and community partners to include, but not limited to:</p> <ul style="list-style-type: none"> Lowery Elementary and Middle School Donaldsonville High School Donaldsonville Primary Ascension Head Start Center <p>identified daycares</p> <p>Donaldsonville Head Start and any other daycares identified by Ascension Parish leadership</p> <p>All families and students of Ascension Parish will have access through community partnership and school health partners.</p>	<p>Number of children receiving prescription eyeglasses</p> <p>Number of children referred into care for failed screenings</p> <p>Number of wellness visits completed</p> <p>Number of referrals to wrap around services identified through SDOH screening</p> <p>Risk assessments completed on all students seen.</p> <p>Providing reporting on volume seen, diagnoses, and types of cases being seen.</p>
<p>Administrative and clinical support of school health medical director (pediatrician)</p> <p>Coordination of school based mental health program through integrated approach and a system for continuity of care</p>	<p>Ascension Public Schools has existing agreements with Capital Area Human Services to provide 3 therapists at Central Primary, Donaldsonville High, East Ascension High, Gonzales Middle, and Gonzales Primary schools.</p>	<p>Operate full-service clinic in Donaldsonville that will be staffed by Nurse Practitioner, social worker, nurse, and medical assistant.</p>		
<p>Operation of full-service health center to service the Westbank community as mutually agreed upon in year 2 or beyond.</p>		<p>Able to offer on-site comprehensive medical and behavioral health care services without affecting seat time. The ability to provide onsite care and continuity of care.</p>	<p>Lowery Elementary and Lowery Middle School</p>	<p>Number of students entering care, improved well check statistics.</p> <p>Reporting on performance measures, such as improved asthma control, blood glucose control, missed days from school.</p>

Community Mental Health

The mental health services in Ascension Parish will be expanded to reach more citizens and offer more expansive services as outlined below. The structure to develop the current programs into a CMS certified community mental health center will be put in place to qualify for Medicare billing/reimbursement and to qualify for Federal grant dollars. There will also be the development of a human services board for input and oversight of operations.

Lives served:

Pre-Trial Release Program	2500
Medical Assistant Treatment Program	500
Psychiatry Services	420
Ascension Counseling	200 (1536 visits)

Service Provided	Change in Current State	Benefit	Service Area	Metrics
Implementation of a Pre-Trial Release Program. This program will be a collaborative jail-based review team, staffed by a licensed clinical social worker, to divert non-violent pre-trial defendants with mental health needs from jail into community-based services and programs.	Formalize a jail diversion program	Reduce pre-trial length of jail stay Reduce pre-trial non-compliance Increase access and engagement in treatment Unlimited number of citizens can be enrolled into this program per year. A healthier population which would result in an increase of productive citizens and decreases of DUI's, ER visits, crime, court usage. Optimization of access to federal funding to support the treatment of opioid addiction.	Ascension Parish	Pre-trial length of stay, compliance Treatment compliance metrics
Medical Assistant Treatment Program	500+ patients per year			Metrics reported on program participants. Adherence to program Decrease in poor outcomes
Increased access to psychiatric clinical services	Psychiatric clinician will be available 20 hours per week along with adult and pediatric psychiatric residents rotating through program.	420 patients can be actively enrolled and treated at a time. This is an increase of 40 active patients.		Volume of patients enrolled
Dedicated court counselors will service court needs. This will increase Ascension Counseling capacity to see more patients by allowing clinic to remain open 5 days per week.	Create a formal drug court Program	Dedicated LCSW's who will be providing treatment and managing cases. Includes consistency in communication between DA, Prosecuting Attorneys and judges.		Increase in Ascension counseling patient volume
Onsite pharmacy services available. This will allow patients to have medications filled prior to leaving their appointment.	No onsite services currently available.	Increased medication compliance leading to stable clients. Decreases recidivism. Law Enforcement interaction, EDs, and hospitalizations. Increases quality of life for the client.		% of patients filling medication orders
Medicaid enrollment will be available onsite.	Increased Medicaid billing increases revenue and therefore spreads tax dollars for increased services	Patient focused services available onsite; this improves overall well-being by increased coverage for all services, not just mental health. Improves sustainability of the		% of patients without insurance obtaining Medicaid through onsite support

Implementation of an electronic medical record (EMR) that is widely used and accessible by public health units (when installed)

This system will allow for billing for all appropriate services and increased revenue.

Program by increasing revenue, sustainability and tracking to identify patient need across areas of care and expansive reporting capability. Allows for holistic care through a shared medical record.

Increased claims collections and revenue

Public Health and Wellness

The mental health services in Ascension Parish will be expanded to reach more citizens and offer more expansive services as outlined below. There will also be the development of a human services board for input and oversight of operations.

Lives Served:

Adult Primary Care Clinic

3200 annually

Pediatric Primary Care Clinic

1920 annually (with a part-time provider); 3840 annually (with a full-time provider)

Service Provided

Pediatric healthcare provider to offer comprehensive well-care and sick care for children.

Family healthcare services provided by family nurse practitioner 5 days a week with access to on call services 24 hours per day, 7 days a week.

Change in Current State

No pediatric providers on the West Bank of Ascension parish and no pediatric providers in the public health unit.

Increased access from ½ day per week to 5 days per week with telehealth options.

Social determinants of health screening and depression screenings done on every patient with follow up and care coordination for additional needs identified.

Benefit

Routine and acute care services provided without going to east bank of Ascension Parish or Baton Rouge or seeking care outside of the public health unit.

- Increase patient volume to 3200 patients seen per year (up from 384 current state)
- Reduced emergency room visits
- Increased access to care leading to detection and treatment of chronic disease
- Increased routine screenings, preventative care
- Billing for services
- Integrated mental and behavioral health care

Service Area

Donaldsonville Public Health Unit

Metrics

Number of pediatric patients served.

Increased volume of patients.

% of patients referred to support services based on SDOH screening outcome

Number of patients in integrated care

% of patients obtaining Medicaid through onsite support

increased claims collections and revenue

% of patients adhering to medication orders

Increased % of children meeting requirements for school entry.

Baseline data will need to be collected to provide metrics.

Medication adherence

Number of patients served

Number referred to specialty care

Number of classes/events provided and attendance

Medicaid Enrollment on site

No ability to enroll and obtain care at the same location.

Patient focused services available onsite; increased coverage for all services. Improves sustainability of the program by increasing revenue.

Implementation of an electronic medical record (EPIC) that is widely used and accessible by public health units and Health Care Centers for Schools.

This system will allow for billing for all appropriate services and increased revenue.

Sustainability and tracking to identify patient need across areas of care and expansive reporting capability. All providers will have access to the single record to manage patient care across the continuum of care. Increased medication compliance

Onsite pharmacy services

Currently not offered.

Expanded immunization program

Increased to 5 days per week

Increased community wellness and immunity. Improved access for families to get requirements met for school entry and preventative health.

Smoking Cessation program offered as a five-to-seven-week program that offers free medications, group, and one-on-one counseling and Quitline coaching.

Currently not offered

Additional resources to reduce tobacco use and effects on the health of the community.

Women's services available including routine and preventative services such as mammograms and pap smears.

Currently not offered

Early detection and treatment for cancers and other disease states.

Partner with Ascension Parks and Recreation to provide "Mind, Body,

Expansion of programming and support from OLOI community advocacy

This programming will introduce residents to economical/accessible ways to improve health.

All of Ascension Parish

Wellness” programming to offer mental and physical health activities, screening, education events, community classes, and community-wide campaigns to increase wellness.

leadership and other partners through this partnership.

Residents