

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

COOPERATIVE ENDEAVOR AGREEMENT

**BETWEEN THE CITY OF HAMMOND AND HOSPITAL SERVICE
DISTRICT NO. 1 OF TANGIPAHOA PARISH**

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...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;" and

WHEREAS, the City of Hammond ("COH") and Hospital Service District No. 1 of Tangipahoa Parish d.b.a. North Oaks Health System, ("North Oaks") recognizes the public need of providing and maximizing a safe and secure environment for North Oaks and the community which the health system serves; and .

WHEREAS, COH and North Oaks each have the authority to enter into this Agreement as evidenced by its governmental purpose; and

WHEREAS, COH and North Oaks have a reasonable expectation of receiving a benefit or value described herein that is at least equivalent to or greater than the consideration described in this Agreement.

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

1.

This cooperative endeavor agreement is between the City of Hammond ("COH") and Hospital Service District No. 1 of Tangipahoa Parish d.b.a. North Oaks Health System, (herein referred to as "North Oaks").

2.

In order to supplement and enhance security services for its patients, visitors and staff, North Oaks desires to obtain on-site security and law enforcement services of COH on an hourly basis. COH recognizes the public need of providing and maximizing a safe and secure environment for North Oaks and the community which the health system serves.

3.

COH and North Oaks acknowledge that under Louisiana Constitutional Article 7, Section 14, all the criteria of a Cooperative Agreement is acknowledged and all conditions are met.

4.

COH will provide necessary officers, dressed in uniform, who are fully commissioned in and for the City of Hammond to provide security services. COH will be responsible for all scheduling of personnel. The payment of \$27.00 per hour will be remitted to COH for payment of personnel provided. Invoicing will be provided to North Oaks on every other Monday with remittance to be made to COH on Thursday.

5.

COH, when providing security services, will at all times be an independent contractor and will endeavor to assign personnel as may be requested by North Oaks. The personnel assigned to North Oaks will at all times remain employees of City of Hammond, not North Oaks, and North Oaks will not direct the manner and method of their work, other than to require that they meet the basic standards and other requirements applicable to any other independent contractor invited on the hospital premises, for all purposes, including but not limited to issues of payroll, taxation, personnel management, workers' compensation and general liability.

6.

The Agreement may be cancelled at any time by either party with 72 hours advance notice of termination.

7.

COH will appoint a 24-hour contact person to be North Oaks' single contact for issue resolution. North Oaks reserves the right to remove immediately, and in North Oaks' sole discretion, any officer assigned by COH. In such instance, North Oaks shall provide a detailed report to the COH setting forth the reasons and need for such removal.

8.

COH will provide a marked police vehicle to remain onsite at all times when officers are working.

9.

The North Oaks Security Director will manage this Agreement for North Oaks.

10.

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.

11.

COH and North Oaks 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 parties agree to abide by the requirements of the Americans with Disabilities Act of 1990, as amended.

12.


COH and North Oaks agree not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. The parties acknowledge and agree that any act of unlawful discrimination committed by either party, or any other failure to comply with these statutory obligations when applicable shall be grounds for immediate termination of this Agreement.

13.

In no event shall this Agreement be considered a joint venture between the parties. Each party shall be solely responsible for the actions of their respective employees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be made effective this ____ day of _____, 2017.

Pete Panepinto
Mayor
City of Hammond, LA



Michele K. Sutton, FACHE
President/Chief Executive Officer
70403 North Oaks Health System
Hammond, LA 70404



ADDENDUM TO COOPERATIVE ENDEAVOR AGREEMENT

This Addendum hereby supplements the agreement between Hospital Service District #1 of Tangipahoa Parish, a political subdivision of the state of Louisiana, d.b.a. North Oaks Health System ("North Oaks") and Pete Penapinto, Mayor of the City of Hammond Law Enforcement District and _____, Chief of Police, Hammond City Policy ("HPD") dated _____, 2017, and the parties agree as follows:

1.0 Licensure/Commission:

HPD will be responsible for documentation and verification of current and appropriate licensure and commission of Contract Personnel referred by HPD to North Oaks and will furnish documentation of such upon request. Only Contract Personnel in good standing with HPD will be assigned to North Oaks.

2.0 Competence:

North Oaks will check and document initial and ongoing competence of Contract Personnel referred by HPD.

3.0 Evaluation:

North Oaks will conduct and document evaluations of Contract Personnel referred by HPD on at least a yearly (annual) basis.

4.0 Orientation:

North Oaks will require Contract Personnel to become orientated to North Oaks. To accomplish such orientation, North Oaks will document and provide appropriate orientation to Contract Personnel.

5.0 Health Records:

North Oaks requires that Contract Personnel provide documentation of current immunizations. Contract Personnel must provide copies of documents verifying this information, or documents signed by a health care provider which verify required health record information prior to Contract Personnel beginning work in any facility of North Oaks. The following health record requirements must be completed and maintained by HPD:

Contract Personnel with patient contact and possibility of being exposed to blood and body fluids:

1. Name, date of birth, social security number, medication allergies, proof of current TB skin test. If not tested within last 12 months, 2-step test needed, then yearly.
2. Proof of current Tetanus (optional). If you have had one, please record the date.
3. Proof of immunity to Chickenpox, history, titer or vaccine.
4. Proof of Rubella Measles, 2 vaccines, documentation of history by Medical Doctor or titer.

5. Proof of Rubella, 1 vaccine, documented history by Medical Doctor or titer.
6. Proof of Mumps; 1 vaccine, history of disease or titer.
7. Proof of Hepatitis B vaccine, 3 doses, titer or documented proof of disease.
8. If employee born prior to 1957 can take a verbal history of having Chickenpox, Measles and Mumps, but still need a Rubella titer result or documented Rubella immunization. (Women having babies since 1974 can get a copy of this form from their OB.)
9. Proof of Influenza vaccine must be provided annually between October 1st and November 1st.

6.0 Reporting Infectious Disease:

North Oaks Employee Wellness department must be notified immediately by Contract Personnel or HPD of Contract Personnel who misses assignment at North Oaks due to illness. Contract Personnel with an infectious process are required to notify North Oaks immediately upon become aware of such infectious process. Should HPD become aware of any Contract Personnel referred to North Oaks with an infectious process, HPD will notify North Oaks Employee Wellness department immediately. In cases outlined above, HPD and/or Contract Personnel will contact North Oaks Employee Wellness at 985-230-5717.

7.0 Agreement and Waiver:

HPD will require Contract Personnel to sign an agreement and waiver (in the form of Exhibit A) to acknowledge and agree that they are not entitled to compensation and benefits offered or provided by North Oaks, including but not limited to, vacations, disability benefits, insurance or retirement plans. Furthermore, the agreement and waiver prohibits Contract Personnel from using or disclosing any confidential information of North Oaks or North Oaks patients to any entity or person without the express consent of North Oaks.

8.0 Controlling Document:

In the event of any conflict between this Addendum and the Agreement to which it is added, the terms of this Addendum will control.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties have caused this Agreement to be made this ___ day of _____, 2017.

North Oaks Health System

Hammond City Police

Michele K. Sutton

Signature (in duplicate original)

Signature (in duplicate original)

Michele K. Sutton, FACHE

Print Name

Pete Penapinto

Print Name

President/CEO

Mayor of the City of Hammond

Enforcement District

Title

10/18/17

Date

Date

Signature

Print Name

Chief of Police

Title

Date



EXHIBIT A

Agreement and Waiver

In consideration of my assignment to North Oaks by the City of Hammond, I agree that I am solely an employee of the City of Hammond Police Department for compensation and benefits plan purposes and that I am eligible only for such compensation and benefits as the City of Hammond Police Department may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any compensation or benefit plan, policy, or practice offered by North Oaks, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to North Oaks by the City of Hammond Police Department and regardless of whether I am held to be a common-law employee of North Oaks for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such compensation and benefits and agree not to make any claim for such.

I acknowledge that in the course of performing services under my assignment to North Oaks, I will be in a position to receive proprietary and confidential information pertaining to North Oaks, North Oaks patients and North Oaks operations that is not generally known or available to the public and is of importance to North Oaks. I shall not make use of such information except as may be needed in the course of performing services under my assignment to North Oaks and shall maintain such information in confidence and shall not disclose the same (including but not limited to the identity, presence, or any other information of any kind regarding patients at North Oaks) to HPD or any entity or person at any time either during or after the term hereof.

Signature (Assigned Employee)

Date

Printed Name

**North Oaks Health System
P.O. Box 2668
Hammond, LA 70404**

As a contracted service for North Oaks Health System, you are required to provide the same health information as our employees. The following information is required to complete health records.

- _____ 1. Provide 2 Tb skin test results, one dated for the current year and one for the previous year. If no test within 2 years, you need a 2-step test; one now and 2nd test in one week, then provide update yearly. If you have previously tested positive, please provide a record of the previous positive Tb skin test, a negative chest x-ray, MD verification of treatment and complete Tb follow-up form (request form and we will email).
- _____ 2. Documentation of a current tetanus immunization (optional). If known, please provide the date of the last tetanus injection received. DHHS is suggesting that all adults age 19-64 receive a single booster dose of Tdap (Tetanus, Diphtheria & Pertussis). This recommendation is being made due to the increase in Pertussis cases in the U.S.
- _____ 3. Documentation of chickenpox disease or varicella immunity. Example: a written statement including date and severity of chickenpox or shingles disease; varicella Igg titer showing immunity or two doses of Varivax varicella vaccine.
- _____ 4. Documentation of Measles, Mumps and Rubella immunity. Example: MD diagnosed history of Measles/Mumps/Rubella disease, or documentation of 2 doses of MMR vaccine, or Igg labs (titers) positive for Measles, Mumps and Rubella antibody..
- _____ 5. Hepatitis B vaccine documentation. Example: Receiving three doses of Hepatitis B vaccine and/or titer result documenting Hepatitis B surface (+) antibody, Hepatitis B core antibody (+) titer or sign a Declination of Hepatitis B Vaccine form.
- _____ 6. Provide Certified copy of a Drug Screen that includes the following drug categories: Cocaine, Amphetamines, Barbiturates, Benzodiazepines, Marijuana, Opiates, Phencyclidine, Methamphetamines and Methadone. Drug screen result must be less than 90 days old.

COMMENTS: Annual Influenza Vaccine received 10/1-3/31 each year or mask when here.

Vaccines, labs and drug screens are available at the following places:

North Oaks Occupational Health Clinic
1900 Morrison Blvd.
Hammond, LA 70403
(985) 230-5726
Monday – Friday, 8 am – 9 pm
Saturday & Sunday, 9 am – 5 pm

Redi Med – Mandeville
(985) 626-3470
Monday – Friday, 8 am – 5:30 pm
Saturday, 8 am – 3:30 pm

Med Aid Inc.
Essen Lane
Baton Rouge, LA
(225) 767-8493
Monday – Friday
8:30 am – 5:30 pm

If you have any questions or need to send documentation,
call Eileen Johnson, Employee Wellness – (985) 230-5717 or fax (985) 230-6183.