

Cooperative Endeavor Agreement
by and between
Department of Health and Hospitals, State of Louisiana
and
(Nursing Home or Entity)

THIS COOPERATIVE ENDEAVOR by and between the State of Louisiana, through its Department of Health and Hospitals (DHH) and [nursing home or entity] officially domiciled at [street address] whose mailing address is [mailing address].

WITNESSETH:

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 Omnibus Budget Reconciliation Act of 1987 (P.L. 100-203) required that states assess and collect civil money penalties (CMP) for each day that a nursing home is out of compliance with the minimum standards of care and rights established for nursing homes by that same law; and

WHEREAS, 42 CFR Part §488.434 requires that CMPs “must be used entirely for activities that protect or improve the quality of care for residents,” and that “These activities must be approved by CMS...;” and

WHEREAS, LA R.S. 40:2009.11(F)(2) establishes the Nursing Home Residents’ Trust Fund and states that funds “shall be used solely as mandated by the Omnibus Budget Reconciliation Act of 1987 (P.L. 100-203); and

WHEREAS, the U.S. Centers for Medicare and Medicaid Services (CMS) has approved the use of these CMP funds for the activities described herein; and

WHEREAS, the DHH Health Standards Section (HSS) licenses nursing homes to operate in the State of Louisiana, certifies these facilities for participation in Medicare and Medicaid and enforces regulatory compliance; and

WHEREAS, the DHH Office of Aging and Adult Services (OAAS) is committed to improving quality in the long-term care system and has initiated activities and programs within the Office to specifically address the issues of quality in nursing homes; and

WHEREAS, over 25,000 Louisiana citizens reside in nursing homes on any given day; and

[Additional paragraphs will be added as appropriate to the project.]

WHEREAS, HSS, OAAS, and [nursing home or entity] share a commitment to and responsibility for the public purpose of improving the quality of life and care for residents of Louisiana's nursing homes,

NOW THEREFORE, in consideration of the mutual covenants herein contain, the parties agree as follows:

Scope of Activities

The [nursing home or entity] agrees to perform the following activities in accordance with the budget approved and incorporated in this Agreement as Attachment A:

[Activities will vary by project.]

Disbursal of Funds

Funding for this Agreement is contingent upon the prior approval of CMS.

In consideration of the performance of the activities described in Attachment A, DHH hereby agrees to provide grants funds up to a maximum of \$_____. Payment will be made only on approval of the Assistant Secretary of OAAS or his designee.

If progress and/or completion to the reasonable satisfaction of DHH is obtained, payment shall be made to the [nursing home or entity] as follows: *[terms appropriate to the project]*

The expenditures will be paid from the Nursing Home Residents' Trust Fund, DHH Agency No. 320; Organization No. 0030; Object Code 3650 and Reporting Category 4801.

The [nursing home or entity] shall provide reports on the activities as follows:

[Reports will vary by project].

Monitoring Plan

The monitor for this Agreement shall be designated by the Assistant Secretary of the Office of Aging and Adult Services.

During the term of this Agreement, [nursing home or entity] shall discuss with the monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The monitor shall review and analyze [nursing home or entity]'s plan to ensure [nursing home or entity]'s compliance with Agreement requirements.

The monitor shall also review and analyze the [nursing home or entity]'s written Progress Reports and Cost Reports and any work product for compliance with the Scope of Activities; and

shall:

1. Compare the Reports to Goals/Results outlined in this Agreement to determine the progress made;
2. Contact [nursing home or entity] to secure any missing information;
3. Maintain telephone and/or e-mail contact with [nursing home or entity] on Agreement activity and make visits to the [nursing home or entity]'s site in order to review the progress and/or completion of the activities to assure that goals are being achieved, and to verify information; and
4. Assure that expenditures or reimbursements requested are in compliance with the approved Budget. The monitor shall coordinate with DHH's fiscal office for reimbursements to [nursing home or entity] and shall contact [nursing home or entity] for further details, information or documentation when necessary.

Between required reporting dates, [nursing home or entity] shall inform the monitor of any problems, delays or adverse conditions which will materially affect the ability to perform the activities, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. [Nursing home or entity]'s disclosure shall be accompanied by a statement describing the action taken or contemplated by the [nursing home or entity] and any assistance which may be needed to resolve the situation.

Taxes

[Nursing home or entity] hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be [Nursing home or entity]'s obligation and identified under Federal tax identification number

_____.

Termination for Cause

The State may terminate this Agreement for cause based upon the failure of the [nursing home or entity] to comply with the terms and/or conditions of the Agreement; provided that the State shall give the [nursing home or entity] written notice specifying the [nursing home or entity]'s failure. If within thirty (30) days after receipt of such notice, the [nursing home or entity] shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the [nursing home or entity] in default and the Agreement shall terminate on the date specified in such notice. The [nursing home or entity] may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the [nursing home or entity] shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

Termination for Convenience

DHH may terminate the Agreement at any time by giving thirty (30) days written notice to the [nursing home or entity]. The [nursing home or entity] shall be entitled to payment for deliverables in progress, to the extent activities have been performed satisfactorily.

Ownership

All records, reports, documents and other material delivered or transmitted to [nursing home or entity] by DHH shall remain the property of DHH , and shall be returned by [nursing home or entity] to DHH , at [nursing home or entity]'s expense, at termination or expiration of this Agreement. . All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by [nursing home or entity] in connection with the performance of the services contracted for herein shall become the property of DHH, and shall, upon request, be returned by [nursing home or entity] to DHH, at [nursing home or entity]'s expense, at termination or expiration of this Agreement.

Assignment

[Nursing home or entity] shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the DHH. This provision shall not be construed to prohibit the [Nursing home or entity] from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the DHH.

Auditors Clause

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of [nursing home or entity] which relate to this Agreement.

Record Retention

[Nursing home or entity] agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least five years after final payment.

Term of Agreement

This Agreement shall begin on ____ ____ and shall terminate on ____ ____.

Fiscal Funding

The continuation of this Agreement is contingent upon the appropriation of sufficient funds from the Nursing Home Residents' Trust Fund by the legislature to fulfill the requirements of the Agreement.

Discrimination Clause

The [nursing home or entity] agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and [nursing home or entity] agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

[Nursing home or entity] agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by [nursing home or entity], or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of

_____.

[NURSING HOME OR ENTITY] SIGNATURE:

By: _____

Date: _____

Name:

Title:

DHH OAAS SIGNATURE:

By: _____

Date: _____

Name: Hugh Eley

Title: Assistant Secretary

DHH HSS SIGNATURE:

By: _____

Date: _____

Name: Cecile Castello, RN

Title: Director