
West Ascension Parish Hospital District Public Expenditures Policy, Cooperative Endeavor Agreement Protocol, and Standard CEA Template

PUBLIC EXPENDITURES POLICY

Purpose: To ensure all expenditures of public funds comply with Article VII, Section 14 of the Louisiana Constitution and applicable jurisprudence, including the three-part analysis commonly applied to Cooperative Endeavor Agreements (public purpose, no gratuitous donation, and commensurate public benefit/value received).

Policy Statement:

1. Public funds shall not be donated, gifted, or transferred without documented commensurate value to the Hospital District.
2. Direct donations, sponsorships, charitable contributions, scholarships, advertising support, event underwriting, gifts, grants, or similar payments that primarily benefit a private party are prohibited unless authorized through a compliant Cooperative Endeavor Agreement (CEA).
3. Every expenditure must further a documented public healthcare purpose related to the District's mission.
4. The District must have a reasonable expectation of receiving measurable benefits at least equal to the value of funds transferred.
5. Benefits must be documented before disbursement and verified after performance.

Requirements:

- A. Written justification identifying the public healthcare purpose.
- B. Identification of measurable deliverables.
- C. Quantification of commensurate public benefit.
- D. CFO review and approval.
- E. Legal review when required.
- F. Board approval for CEAs exceeding delegated authority limits.

Prohibited Expenditures:

- Pure donations.

- Event sponsorships lacking measurable healthcare deliverables.
- Contributions for general operating support without specific obligations.
- Gifts to individuals.
- Payments where anticipated public value cannot be documented.

Compliance:

Any expenditure failing these requirements shall be denied or terminated.

COOPERATIVE ENDEAVOR AGREEMENT (CEA) PROTOCOL

Applicability: Required for all community outreach, public health initiatives, educational partnerships, nonprofit collaborations, event participation, screenings, wellness programs, and similar activities involving the expenditure of District funds.

Step 1 – Request Submission:

The sponsoring department submits a CEA Request Package including:

- Description of activity.
- Public purpose statement.
- Budget.
- Proposed deliverables.
- Commensurate Public Benefit Valuation Form.

Step 2 – Benefit Valuation:

The requesting department shall quantify anticipated benefits using objective data, including:

- Number of residents served.
- Number of screenings performed.
- Number of vaccinations administered.
- Health education sessions.
- Marketing value received.
- Workforce development outcomes.
- Other measurable healthcare services.

Step 3 – Economic Justification Review:

The CFO shall:

- Review valuation methodology.
- Determine whether anticipated benefits are at least equal to District funding.
- Sign an Economic Justification Certification.

No funds may be disbursed without CFO approval.

Step 4 – Legal Documentation:

A written CEA shall identify:

- Public purpose.
- Obligations of each party.
- Deliverables.
- Reporting requirements.
- Audit rights.
- Remedies for non-performance.
- Commensurate Public Benefit Valuation.

Step 5 – Approvals:

Management approval, legal review, and Board approval as applicable.

Step 6 – Performance Verification:

The recipient must submit reports documenting completed deliverables.

Step 7 – Closeout:

The CFO shall verify completion and document whether commensurate value was received.

Non-Performance:

The District may withhold payments, require reimbursement, terminate the agreement, or pursue legal remedies.

STANDARD COOPERATIVE ENDEAVOR AGREEMENT TEMPLATE

COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Endeavor Agreement (“Agreement”) is entered into between Hospital Service District No. ____, d/b/a West Ascension Parish Hospital (“District”), and _____ (“Partner”).

1. Purpose

The purpose of this Agreement is to advance the District's public healthcare mission by providing services and benefits to residents within the District.

2. Public Purpose

The parties acknowledge that this Agreement serves a legitimate public healthcare purpose by: _____.

3. District Contribution

The District shall provide:

Cash Funding: \$_____

In-Kind Resources: _____

Total District Value: \$_____

4. Partner Obligations

The Partner shall provide the following specific deliverables:

- _____
- _____
- _____

5. Mandatory Commensurate Public Benefit Valuation

District Contribution Value: \$_____

Benefit Category | Quantity | Unit Value | Total Value

Healthcare Screenings | ____ | \$____ | \$____

Vaccinations | ____ | \$____ | \$____

Educational Sessions | ____ | \$____ | \$____

Outreach Encounters | ____ | \$____ | \$____

Marketing/Public Awareness | ____ | \$____ | \$____

Other Services | ____ | \$____ | \$____

Total Quantified Public Benefit Value: \$_____

Certification:

The parties certify that the anticipated public benefit equals or exceeds the District contribution and is expected to provide commensurate value to District residents.

6. Reporting Requirements

Partner shall submit performance reports containing documentation of all deliverables and valuation metrics.

7. Records and Audit

The District may inspect records supporting performance and valuation.

8. Payment Conditions

Payments are conditioned upon performance and documentation.

9. Recoupment

If benefits are not delivered, the District may reduce payment, recover funds, or terminate the Agreement.

10. Term

Effective _____ through _____.

11. Signatures

DISTRICT:

Authorized Representative

PARTNER:

Authorized Representative

CFO ECONOMIC JUSTIFICATION CERTIFICATION

I certify that I have reviewed the Commensurate Public Benefit Valuation and determined that the anticipated value to the District equals or exceeds the District's contribution.

CFO: _____

Date: _____

Example:

District Contribution: \$10,000

Required Deliverable: 250 health screenings at \$40 value per screening.

Total Public Benefit: \$10,000.

Funding may not be provided unless expected benefits equal or exceed \$10,000.