

K21-819

COOPERATIVE ENDEAVOR AGREEMENT

CITY OF NEW ORLEANS

AND

ELAINE P. NUNEZ COMMUNITY COLLEGE

EMT-PARAMEDIC PROGRAM

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "**Agreement**") is made and entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Elaine P. Nunez Community College, represented by Tina Tinney, Chancellor ("**College**"). The City and the Contractor may sometimes be collectively referred to as the "**Parties**." The Agreement is effective as of January 10, 2022 (the "**Effective Date**").

RECITALS

WHEREAS, the City is a political subdivision of the State of Louisiana;

WHEREAS, pursuant Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

WHEREAS, the College is to a non-profit organization which office is located 3710 Paris Road, Chalmette, Louisiana 70043;

WHEREAS, there presently exists a recognized serious need for the services of Emergency Medical Technician-Basic/Paramedic ("**EMT-B/P**") and adequately trained personnel therefore, in the State of Louisiana, and particularly in the area served by the College;

WHEREAS, there have been numerous expressions of desire from both men and women for training in the rendition of such services;

WHEREAS, in an effort to alleviate the need for EMT-B/P and in response to the many expressions of desire for training, the College proposes to establish and conduct, within its curriculum, a course designed to prepare and train students as EMT-B/P subject to examination and approval by the National Registry of Emergency Medical Technicians Basic/Paramedic ("**Board**");

WHEREAS, as well, vocational certificates and/or diplomas shall be issued by the College to those students who satisfactorily complete the requirements of the proposed course;

WHEREAS, considerable actual clinical practice, such as can be accomplished at the City, will be required during a portion of the prescribed educational time;

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WHEREAS, the proposed course of study and training will ultimately serve to alleviate the overwhelming needs of humanity in some measure, and for this reason the City is agreeable to cooperating in an attempt to afford the clinical practice opportunities required;

WHEREAS, the City and the College desire to accomplish a valuable public purpose of provide the best available health care service for the welfare of its patients and clients by fostering and encouraging the training of the EMT-B/P students to be established and conducted by the College;

NOW THEREFORE, the City and the College (sometimes collectively referred to as the "Parties"), each having the authority to do so, agree as follows:

ARTICLE I - OBLIGATIONS OF THE PARTIES

A. Obligations of the College.

1. The College will:
 - a. Allow eligible students to participate in field clinicals at this time to include and limited to the following that are actively enrolled in the College's Department of EMS Educations' EMT Basic and/or Paramedic program: any City employees, Federal Law Enforcement Employees, and military personnel.
 - b. Comply with, and ensure that its students and teaching staff comply with the City policies, rules, regulations, and procedures.
 - c. Maintain responsibility for the competence and educational preparation of teaching staff responsible for guiding and supervising students.
 - d. Ensure the students comply with the City dress code policies, including but not limited to wearing appropriate nametags.
 - e. Maintain responsibility for the educational program of students assigned to the City and for assignment of students in accord with agreed-to opportunities.
 - f. Ensure the students conduct themselves with decorum, and use the facilities in a careful and prudent manner, showing proper respect to Facilities staff members, clients, family members, physicians and other visitors conducting themselves in harmony with them.
 - g. Be responsible for the ethical conduct of students and faculty during their tour of experience at the City; ensure that students and teaching staff maintain proper concern for the welfare of the patients under City's care.
 - h. Provide the City with rotation of scheduling giving the name and number of students assigned for approval.
 - i. Provide necessary assurance and evidence that students and faculty are medically capable of functioning at entry level for said program, as per the City and the College requirements. At a minimum, said health evaluation shall include routine laboratory tests, chest X-rays, TB tests, a general physical examination and Hepatitis B vaccination status (proof of vaccination or declination) prior to the start of the educational rotation. All students and faculty shall be responsible for the personal health care expenses. The College shall address the

Occupational Safety and Health Administration ("OSHA") blood borne pathogen standards and the Centers for Disease Control and Prevention ("CDC") recommendations.

j. Provide the City with specific goals and learning objectives for the educational experience to be accomplished while the students are assigned to before the students begin the assignment.

k. Maintain responsibility for educating and ensuring faculty and students are competent in relation to infection control practices including isolation and personal protective equipment requirements.

2. Upon request of the City, the College shall remove a student or a faculty member that is disruptive or is otherwise unacceptable to the City for reasons of health, performance, behavior, or other causes which violate the City standards, rules, policies or procedures, poses a threat to the health, safety or welfare of a patient, employee or any other person, or for any other reason deemed necessary by the City. If a conflict arises between an employee of the City and the College faculty or student, the Parties shall intervene within seven (7) calendar days in an attempt to resolve the matter. In addition, upon receipt of the roster or at any time after a rotation begins, the City may refuse to allow any student or faculty to participate in the experience if the individual has an unfavorable record with the City from previous employment, another clinical rotation, or any other reason.

3. For each faculty and student participating in the educational rotation at the City, the College will provide verification that the following have been completed within ninety (90) days of admission to the rotation:

a. Criminal background check for places of residence for prior seven (7) years.

b. Check of the Sex Offender Registry.

c. Check of the Office of Inspector General and the General Services Administration ("GSA") list of excluded individuals/entities.

d. Check of any other registry or records required by law, accrediting agency, or specific Hospital.

Costs of such background checks are the responsibility of the student or the College. Further, the College shall ensure timely reporting, not less than seven (7) days after the College's knowledge, to the City of any arrests and/or criminal charges or convictions filed subsequent to completion of the criminal background check. Failure to do so may result in dismissal from the rotation program.

4. The College shall ensure that its faculty:

a. Are appropriately experienced, qualified, and currently competent for each educational experience.

b. Serve as a liaison between the College and the City.

c. Provide adequate supervision and evaluation of student assignments and experiences; monitoring and evaluating the competence and performance of each student.

d. Advise students of their responsibilities during their experience at the City to include keeping confidential all medical and health information pertaining to patients in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") privacy and security standards and advise students that the minimum protected health information ("PHI") will be disclosed only to perform functions necessary to the assigned experience.

B. Obligations of the City.

1. The City will administer this Agreement through its New Orleans Emergency Medical Services Division ("EMS").

2. EMS shall report all infractions of its rules or regulations to the College and any disciplinary action shall vest with the College provided that EMS, within its discretion, may discontinue the permission extended to use its clinical practice facilities as to any or all of said students.

3. Pursuant to the foregoing, EMS will cooperate as to the following:

a. Permit the students to participate in those available practice fields of patient care technician (not to exceed the locally accepted ratio of students per instructor).

b. Permit the students to attend lectures when and as might be scheduled by the City in consultation with the College's coordinator of the Allied Health program.

c. Designate one person as liaison to coordinate the College activities within the City.

d. Accept, assign, and otherwise treat students without regard to race, color, national origin, sex, or qualified handicap.

e. In the event of accident or illness of a student or faculty member, arrange emergency care at the student or faculty's sole cost and expense.

4. The permission granted shall be exercised within the framework of the College's curriculum in agreement with the City.

5. The City reserves the right to conduct a drug screen on any student or faculty in accordance with its policies. If a student or faculty fails a drug screen, the City may bar participation in or continuation in the rotation

ARTICLE II - COMPENSATION

There will be no compensation under this Agreement.

ARTICLE III – DURATION AND TERMINATION

A. **Term.** The term of this Agreement shall be effective for one (1) year which will commence on the Effective Date and will end on January 9, 2023.

B. **Extension.** The City can opt to extend the term of this Agreement provided that the City Council approves it as a multi-term cooperative endeavor agreement and that additional funding, if required, is allocated by the City Council.

C. **Termination for Convenience.** Either party may terminate this Agreement by giving the

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other party written notice of its intention to terminate at least thirty (30) days before the next educational experience.

D. Termination for Cause. The City may terminate this Agreement immediately for cause upon notice to the College when any of the following events occur: (a) failure of the College to maintain insurance coverage as required by the Agreement; or (b) failure of the College to bar a faculty or student from participating in an educational rotation after EMS has informed the College to remove such individual for reasons permitted under this Agreement. Additionally, either party may terminate this Agreement immediately by giving the other party written notice at least thirty (30) days prior when the other party failed to comply with the terms of this Agreement, unless the other party remedies the failure within the thirty (30) day period. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective thirty (30) days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

ARTICLE IV - INDEMNITY

A. In General. To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the “**Indemnified Parties**”) from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Agreement.

B. Limitation. The Contractor's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents or employees contributed to such gross negligence or willful misconduct.

C. Independent Duty. The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Contractor is ultimately absolved from liability.

D. Expenses. Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

ARTICLE V - INSURANCE

A. The College shall provide necessary assurance and evidence of the College and student professional liability insurance coverage for assigned students and faculty, as outlined in Louisiana Revised Statute 40: 1299.39 et seq. and liability coverage for all state instructors, employees and students for general liability of “State Agencies.” “**State Agencies**” means the executive branch,

the legislative branch and the judicial branch of state government and officers and employees thereof, but does not include parish officials set forth in Article VI, Section 5(G) and 7(B), of the constitution or their respective officers, deputies, employees, or appointees.

B. The College shall ensure all students and faculty maintains health insurance coverage and provides the City with proof of such coverage.

ARTICLE VI - NON-DISCRIMINATION

A. **Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the College (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. **Non-Discrimination.** In the performance of this Agreement, the College will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the College in any of the College's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The College agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. **Incorporation into Subcontracts.** The College will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

D. **Termination for Breach.** The City may terminate this Agreement for cause if the College fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE VII - INDEPENDENT CONTRACTOR

A. **Independent Contractor Status.** The College is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

B. Exclusion of Worker's Compensation Coverage. The City will not be liable to the College, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the College will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. The College, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E) and neither the College nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the College has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the College are outside the normal course and scope of the City's usual business; and (c) the College has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. The College, as an independent contractor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE VIII - NOTICES

A. In General. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

Meg Marino, MD
Interim Director – Medical Director
Emergency Medical Services
City of New Orleans
2929 Earhart Blvd.
New Orleans, Louisiana 70125

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To the College:

Valerie Bergeron
Nunez Community College
EMT Department Chair
3710 Paris Rd, Chalmette LA 70043

- B. Effectiveness.** Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.
- C. Notification of Change.** Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE IX - ADDITIONAL PROVISIONS

- A. Amendment.** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.
- B. Assignment.** This Agreement and any part of the College's interest in it are not assignable or transferable without the City's prior written consent.
- C. Choice of Law.** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.
- D. Compliance with City's Hiring Requirements – Ban the Box.**
- i. The College agrees to adhere to the City's hiring requirements contained in City Code Section 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, the College must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirement is necessary.
 - ii. Failure to maintain compliance with the City's hiring requirements through the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the College notice of noncompliance and allow the Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the College noncompliant, the City may move to suspend payments to the College, void the Agreement, or take any such legal action permitted by law or this Agreement.
 - iii. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and remaining provisions of the Agreement will remain in full force and effect.
 - iv. The College will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all sub-Parties to comply with those provisions.
- E. Limitations of the City's Obligations.** The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

F. **Construction of Agreement.** Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the College on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

G. **Audit and Other Oversight.** The College will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires the College to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, the College agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

H. **Non-Solicitation Statement.** The College swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The College has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

I. **Convicted Felon Statement.** The College swears that it complies with City Code § 2-8(c). No principal, member, or officer of the College has been convicted of or pled guilty to a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records in the past five years.

J. **Employee Verification.** The College swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it will continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it will require all subcontractors to submit to the College a sworn affidavit verifying compliance with items (i) and (ii) above. The College acknowledges and agrees that any violation of this paragraph may subject this Agreement to cancellation and may result in the College being ineligible for any public contract for a period of three years from the date the violation is discovered. The College will be liable for any costs incurred by the City occasioned by the cancellation of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The College agrees to provide to the City a sworn affidavit attesting to these provisions if requested by the City to do so; the City may cancel the Agreement if the College fails to provide the requested affidavit.

K. **Non-Exclusivity for the City.** The City shall be free to engage the services of other persons for the performance of some or all of the obligations contemplated this Agreement.

L. **Independent Contractor Status.** The College is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself

or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

M. Acknowledgment of Exclusion of Worker's Compensation Coverage. The College expressly agrees and acknowledges that it is an independent contractor as defined in La. R.S. 23:1021 and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that the City shall not be liable to the College for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of La. R.S. 23:1034, anyone employed by the College shall not be considered an employee of the City for the purpose of Workers' Compensation coverage.

N. Acknowledgment of Exclusion of Unemployment Compensation Coverage. The College herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this Agreement for hire as noted and defined in La. R.S. 23:1472(E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this services agreement, or agreement for hire, and in connection with unemployment compensation only, that:

1. The College has been and will be free from any control or direction by the City over the performance of the services covered by this contract; and
2. Services to be performed by the College are outside the normal course and scope of the City's usual business; and
3. The College has been independently engaged in performing the services listed herein prior to the date of this agreement.

Consequently, neither the College nor anyone employed by the College shall be considered an employee of the City for the purpose of unemployment compensation coverage, which is expressly waived and excluded.

O. Waiver of Benefits. The City and the College agree and understand that the College, acting as an independent agent, shall not receive any sick and annual leave, health or life insurance, pension, or other benefits from the City.

P. Jurisdiction. The College consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas of jurisdiction on account of the residence elsewhere.

Q. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

R. Limitations of the City's Obligations. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

S. Survival of Provisions. All representations and warranties and all responsibilities regarding record retention, access, and ownership, cooperation with Office of Inspector General investigations, and indemnification shall survive the termination of this Agreement and continue

in full force and effect.

T. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the City and the College, and the parties expressly disclaim any intent to benefit any person that is not a party to this Agreement.

U. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other party shall not affect or be deemed a waiver of any party's right to insist upon compliance with the terms and conditions of the Agreement, to exercise any rights, or to seek any available remedy with respect to any default, breach, or defective performance.

V. Terms Binding. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

W. Voluntary Execution. The College has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

X. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

ARTICLE X - ELECTRONIC SIGNATURE AND DELIVERY

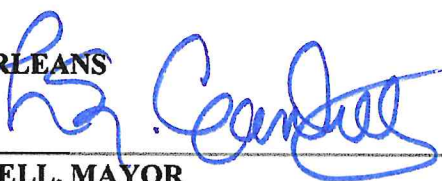
The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON NEXT PAGE]

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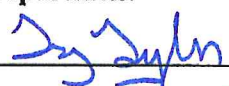
IN WITNESS WHEREOF, the City and the College, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

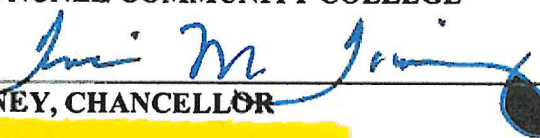
Executed on this 25th of January, 2022

FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: Tracy Tyler

ELAINE P. NUNEZ COMMUNITY COLLEGE

BY: 
TINA TINNEY, CHANCELLOR


FEDERAL TAX I.D.