

**COOPERATIVE ENDEAVOR AGREEMENT**  
**BETWEEN**  
**THE CITY OF NEW ORLEANS**  
**AND**  
**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND**  
**AGRICULTURAL AND MECHANICAL COLLEGE HEREIN REPRESENTED BY**  
**LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER – NEW ORLEANS**  
**FOR**  
**TRAINING COMMUNITY HEALTH WORKERS**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell (Mayor (the “**City**”), and Board of Supervisors of Louisiana State University and Agricultural and Mechanical College herein represented by Louisiana State University Health Sciences Center – New Orleans, represented by Demetrius Porche DNS, PhD (“**LSUHSC**” or the “**Contractor**”). The City and the Contractor may sometimes be collectively referred to as the “**Parties.**” The Agreement is effective as of execution by both parties (the “**Effective Date**”).

**RECITALS**

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

**WHEREAS**, Board of Supervisors of Louisiana State University and Agricultural and Mechanical College is a body corporate, created by the Louisiana Constitution, whose principal address is 104B University Administration Bldg., 3810 W. Lakeshore Dr., Baton Rouge, LA 70808;

**WHEREAS**, Louisiana State University Health Sciences Center – New Orleans is a non-profit public university, whose principal address is located at 433 Boliver Street, New Orleans, LA 70112

**WHEREAS**, pursuant to 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 City and LSUHSC desire to accomplish the valuable public purposes of: increasing the availability, acceptability, and use of COVID-19 public health information and services by racial and ethnic minorities and other vulnerable populations in Orleans Parish; which will be accomplished by providing organization- and workforce capacity-building training for Community Health Workers (CHWs) and others by conducting trainings compliant with National Cultural and Linguistic Appropriate Services standards;

**WHEREAS**, LSUHSC will provide training for CHWs and supervisors. LSU also provides technical assistance on CHW program development, financing, and evaluation to state health agencies, community-based organizations, health systems, and social service organization; and

**WHEREAS**, the City will provide project management of the grant. The New Orleans Health Department will also provide coordination of the Health Equity Advisory Coalition, along with financial management and reporting according to grant guidelines.

**NOW THEREFORE**, the City and LSUHSC each having the authority to do so, agree as follows:

#### **ARTICLE I – LSUHSC’S OBLIGATIONS**

**A. Administration.** LSUHSC will:

1. Provide training and technical assistance to Community Health Workers and their supervisors and various staff at community-based health centers that comply with National Cultural and Linguistic Appropriate Services standards. These trainings are 4-weeks long.
2. Host four to five Peer Support Groups;
3. Develop a curriculum for long-term future advocacy and support;
4. Conduct quality improvement and evaluate the training itself by obtaining feedback from training attendees;
5. Will provide timely project and financial reports.

#### **ARTICLE II - THE CITY’S OBLIGATIONS**

**A. Administration.** The City will:

1. Administer this Agreement through the New Orleans Health Department;
2. Provide LSUHSC with documents deemed necessary for the LSUHSC’s performance of any work required under this Agreement;
3. Provide access to Department personnel to discuss the required services during normal working hours, as requested by LSUHSC;
4. Provide project management and coordination; and

5. Provide funds for the cost of conducting the trainings, hiring necessary staff, etc.

### ARTICLE III – COMPENSATION

- A. Maximum Amount. The maximum amount funded or payable by the City on a cost-reimbursement basis under this Agreement is \$99,984.00.

### ARTICLE IV - DURATION AND TERMINATION

- A. Term. The term of this agreement shall be for one year, from the Effective Date through June 30, 2022.
- 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 at any time during the term of the Agreement by giving the other party written notice of the termination at least 30 calendar days before the intended date of termination.
- D. Termination for Cause. Either party may terminate this Agreement immediately for cause by sending written notice to the other Party. “Cause” includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City’s Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. 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 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.
- E. Termination for Non-Appropriation. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

### ARTICLE V - INDEMNITY

- A. In General. To the fullest extent permitted by law, both parties will indemnify, defend, and hold harmless the other party, its Board of Supervisors, 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 either party, its Board of Supervisors, 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 either party in connection with the performance of work under this Agreement.

**B. Limitation.** Indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither Party 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 VI – INSURANCE**

**A.** Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Contractor will maintain the following insurance in full force and effect for the duration of the work under this Agreement. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor's scope of work under the Agreement.

**B.** If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City:

**C.** Workers' Compensation & Employers Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$1,000,000.

**D.** Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate.

**E.** Automobile Liability Insurance with a combined single limit of liability of not less than \$1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

**F.** Professional (Errors & Omission) Liability - As professional services are required under the contract, insurance appropriate to the Contractors profession with limits of liability of not less than \$1,000,000 per occurrence or claim / \$2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement.

**G.** Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor must procure and evidence full extended reporting period (ERP) coverage.

**H.** Contractors shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.

**I.** Important: The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the Contractors obligations and/or Scope of Work.

**J.** Additional Insured Status: The Contractor and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement, General liability insurance coverage can be provided in the form of an endorsement to the Contractors insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

**K.** Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Sub-contractor liability shall be covered by the Contractor. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail to (**User Department Mailing Address**), with a copy forwarded to Risk Management Division, 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

**L.** The Additional Insured box shall be marked "Y" or Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers Liability and Property.

**M.** Primary Coverage: For any claims related to this agreement, the Contractors insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractors coverage.

N. Claims Made Policies: If applicable, the retroactive date must be shown and must be before the date of the agreement or the beginning of work. If the coverage is canceled or nonrenewed, and not replaced with another claims-made policy, Contractor must purchase “extended reporting” coverage for minimum of 3 years after the termination of this agreement.

O. Waiver of Subrogation: The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this agreement.

P. Notice of Cancellation: Each insurance policy required above shall not be canceled, expire or altered except without prior notice to the City of no less than 30 days.

Q. Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the City.

R. Notice: The Contractor will provide the City’s Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: CEA) the following documents, within 10 calendar days of the City’s request:

S. Copies of all policies of insurance, including all policies, forms, and endorsements:

T. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

U. Special Risks or Circumstances: The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

V. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, LSUHSC will maintain the following insurance in full force and effect for the duration of the work under this Agreement:

**a. Minimum Requirements:**

W. LSUHSC will provide the City’s Risk Manager at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112 –within 10 calendar days of the Effective Date and at any other time at the City’s request the following documents:

a. Proof of coverage for each policy of insurance required by this Agreement;

- b. Copy of the fully executed Agreement;
- c. Copies of all policies of insurance, including all policies, forms, and endorsements; and
- d. Statements disclosing any policy aggregate limit. X. Without notice from the City, LSUHSC will:
  - a. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
  - b. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement; and
  - c. Notify the City's Risk Manager in writing within 48 hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement.

#### **ARTICLE VII - PERFORMANCE MEASURES**

**A. Factors.** The City will measure the performance of the LSUHSC according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

**B. Failure to Perform.** If LSUHSC fails to perform according to the Agreement, the City will notify the LSUHSC. If there is a continued lack of performance after notification, the City may declare LSUHSC in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

#### **ARTICLE VIII - NON-DISCRIMINATION**

**A. Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, LSUHSC (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, 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, 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, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

**B. Non-Discrimination.** In the performance of this Agreement, LSUHSC 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 LSUHSC in any of LSUHSC'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. LSUHSC 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.** LSUHSC 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 LSUHSC fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

## **ARTICLE IX - INDEPENDENT CONTRACTOR**

**A. Independent Contractor Status.** LSUHSC 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 LSUHSC 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 LSUHSC will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

**C. Exclusion of Unemployment Compensation Coverage.** The LSUHSC, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither the LSUHSC 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 LSUHSC 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 LSUHSC are outside the normal course and scope of the City's usual business; and (c) the

LSUHSC has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

**D. Waiver of Benefits.** LSUHSC 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 X- FORCE MAJEURE**

**A. Event.** An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

**B. Notice.** To seek the benefit of this Article, the City must provide notice in writing to the Contractor stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended

**C. Effect.**

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:
  - a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or
  - b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Contractor and without any further compensation due.
2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

## **ARTICLE XI - NOTICE**

**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:

New Orleans Health Department  
1300 Perdido Street, Suite 8E18 New  
Orleans, LA 70112

&

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

2. To the Contractor:

Louisiana State University Health Sciences Center  
Attn: Demetrius Porsche, DNS, PhD  
Interim Vice Chancellor for Academic Affairs  
433 Boliver Street, 8<sup>th</sup> Floor  
New Orleans, LA 70112

&

Louisiana State University Health Sciences Center  
Attn: Clinical Trials Office  
433 Bolivar Street, Suite 206  
New Orleans, LA 70112  
Email: CTO@lsuhsc.edu

**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 XII - 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 either party's interest in it are not assignable or transferable without the other party'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. **Conflicting Employment.** To ensure that the LSUHSC efforts do not conflict with the City's interests, and in recognition of its obligations to the City, LSUHSC will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. LSUHSC will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on LSUHSC's performance of this Agreement. The City will make the final determination whether the Contractor may accept the other employment.

E. **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 LSUHSC 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.

F. **Cost Recovery.** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.

G. **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.

H. **Jurisdiction.** LSUHSC consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of LSUHSC.

I. **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.

J. **No Third-Party Beneficiaries.** This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

**K. Non-Exclusivity.** This Agreement is non-exclusive and LSUHSC may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

**L. 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 at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

**M. Order of Documents.** In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement.

**N. Ownership Interest.** LSUHSC will provide the City with a sworn affidavit listing all natural or artificial persons with an ownership interest in LSUHSC And stating that no other person holds an ownership interest in LSUHSC via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If LSUHSC fails to submit the required affidavit, the City may, after 30 days' written notice to LSUHSC, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

**O. Ownership of Records.** Upon final payment, all data collected and all products of work prepared, created or modified by LSUHSC in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding LSUHSC personnel and administrative records and any tools, systems, and information used by LSUHSC to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of City and the City will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. Notwithstanding the above, LSUHSC and its Principal Investigator shall have the right to use these records for their own Patient Care and internal teaching and research purposes, and to evidence compliance with regulatory requirements related to this Agreement. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the LSUHSC s consent and for no additional consideration to LSUHSC.

**P. Prohibition of Financial Interest in Agreement.** No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or

employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the LSUHSC, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to LSUHSC pursuant to this Agreement without regard to LSUHSC's otherwise satisfactory performance of the Agreement.

**Q. Prohibition on Political Activity.** None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

**R. Remedies Cumulative.** No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

**S. 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.

**T. Subcontractor Reporting.** LSUHSC will provide a list of all natural or artificial persons who are retained by LSUHSC at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the LSUHSC work for the City. For any subcontractor proposed to be retained by LSUHSC to perform work on the Agreement with the City, LSUHSC must provide notice to the City within 30 days of retaining that subcontractor. If LSUHSC fails to submit the required lists and notices, the City may, after thirty 30 days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

**U. Survival of Certain Provisions.** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law, shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

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

### **ARTICLE XIII - 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

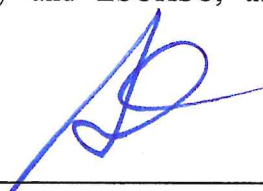
created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

**[SIGNATURES CONTAINED ON NEXT PAGE]**

**[The remainder of this page is intentionally left blank.]**

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

CITY OF NEW ORLEANS

BY:  for  
LATOYA CANTRELL, MAYOR

Executed on this 7<sup>th</sup> of June, 2022

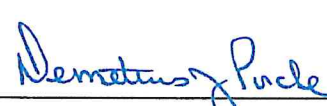
FORM AND LEGALITY APPROVED:

Law Department

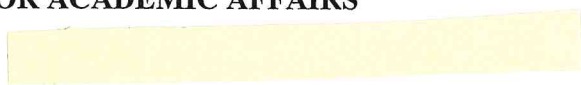
By: 

Printed Name: Tracy Tipton

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL COLLEGE HEREIN  
REPRESENTED BY LOUISIANA STATE UNIVERSITY HEALTH  
SCIENCES CENTER – NEW ORLEANS

BY: 

DEMETRIUS PORCHE, DNS, PHD, INTERIM VICE CHANCELLOR  
FOR ACADEMIC AFFAIRS

  
FEDERAL TAX I.D.

4/25/22

DATE