

STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE LOUISIANA DEPARTMENT OF HEALTH,

AND

CITY OF BATON ROUGE

THIS COOPERATIVE ENDEAVOR AGREEMENT, hereinafter sometimes referred to as the “CEA” or the “Agreement,” is made and entered into this 11th day of May 2023, by and between the Louisiana Department of Health (LDH) of the State of Louisiana, Office of Public Health, STD/HIV/Hepatitis Program hereinafter referred to as “State” and the City of Baton Rouge, officially domiciled at 222 St. Louis Street, Rm 301 Baton Rouge, LA 70802, hereinafter referred to as “Contracting Party” or “Contractor.” The Louisiana Department of Health of the State of Louisiana, and City of Baton Rouge are collectively referred to herein as the “Parties.”

ARTICLE I

WITNESSETH:

1.1 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

1.2 WHEREAS, the State desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided;

1.3 WHEREAS, the State has the authority to enter into this Agreement as evidenced by its governmental purpose of helping low income people living with HIV receive medical care, medications, and essential support services to help them stay in care;

1.4 WHEREAS, the public purpose is described as supporting HIV-related health outcomes and reducing HIV transmission;

1.5 WHEREAS, the State has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement;

1.6 WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation;

1.7 WHEREAS, the State will provide LA HAP medications assistance to utilize Federal Ryan White HIV/AIDS Program grant and program-generated drug rebate dollars to help coordinate the purchase and delivery of prescribed HIV medications to people living with HIV in the custody of East Baton Rouge jail for the duration of 180 days;

1.8 WHEREAS, the Contracting Party will coordinate establishment or re-establishment of relationships with eligible entities to access 340B discounted drugs in providing care and treatment to people living with HIV in the custody of East Baton Rouge jail;

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

ARTICLE II

SCOPE OF SERVICES; DELIVERABLES

2.1 In order to assure smooth coordination with State staff and medications access to people living with HIV in the custody of East Baton Rouge Parish jail, the Contracting Party shall:

- a. Identify a single point of contact for this agreement;
- b. Complete required forms and applications;
- c. Provide timely communication;
- d. Prepare to recover the burden of medications assistance to their jurisdiction after 180 days of the medication coverage period;
- e. Understand that only medications on the LA HAP formulary are covered <http://www.ramsellcorp.com/PDF/Louisiana HAP Un-insured Drug Class.pdf>;
- f. Understand that individuals are approved approximately 30 days at a time and that after day 170, no new applications will be accepted, and the last day to fill prescriptions will be the last business day before day 180 of the medication coverage period; and
- g. Understand the timeframe between submitting a LA HAP application and medication delivered to jail could be up to 1 week.

2.2 Deliverables: The Contracting Party shall:

- a. Coordinate LA HAP application orientation session with Contract Monitor to occur 10 business days before the start of the 180 day medication coverage period;
- b. Complete and submit a Jail Information Form of required information and points of contact for medication coordination at East Baton Rouge Parish jail to Contract Monitor by 1 business day before the start of the 180 day medication coverage period;
- c. Ensure any staff turnover among East Baton Rouge Parish jail contacts are communicated to the Contract Monitor within 1 business day;
- d. Starting day 1 of the medication coverage period, submit up to 5 LA HAP applications per business day to allow for processing;

- e. Ensure needed prescriptions are transmitted to the assigned pharmacy;
- f. Ensure refills are called in to the assigned pharmacy as needed;
- g. Confirm need for LA HAP Eligibility Extension for another 30 days when prompted by assigned State Corrections Specialist; and
- h. Ensure U=U (Undetectable equals Untransmittable) education is incorporated into HIV care workflows and inmate education.

2.3 Contracting Party will provide to the State a monthly **Progress Report (Attachment B)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement. **Attachment B, Progress Report**, is attached to this Agreement and made a part thereof by reference.

ARTICLE III **CONTRACT MONITOR**

3.1 The Contract Monitor for this contract is Jean Schexnayder, Corrections Coordinator], [Office of Public Health, STD/HIV/Hepatitis Program, or successor.

3.2 Monitoring Plan: During the term of this Agreement, Contracting Party shall discuss with State's Contract 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. Contract Monitor shall review and analyze Contracting Party's progress and results to ensure Contracting Party's compliance with contract requirements.

3.3 The Contract Monitor shall also review and analyze the Contracting Party's written Progress Reports to ensure compliance with the Scope of Services. The Contract Monitor will ensure that the following activities are completed on a monthly basis during the course of this Agreement:

- a. Compare the Reports to the provisions, goals and objectives outlined in this contract to determine the progress made;
- b. Contact Contracting Party to secure any missing deliverables; and
- c. Maintain telephone and/or e-mail contact with Contracting Party on contract activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.

3.4 At all times during the course of this Agreement, Contracting Party shall inform Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party and any assistance which may be needed to resolve the situation.

ARTICLE IV
TERMINATION FOR CAUSE

5.1 The State may terminate this Agreement for cause based upon the failure of Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give Contracting Party written notice specifying Contracting Party's failure. If within thirty (30) days after receipt of such notice, Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contractor 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 Agreement; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE V
TERMINATION FOR CONVENIENCE

6.1 The State may terminate the Agreement at any time by giving thirty (30) days written notice to Contracting Party. Upon receipt of notice, Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders, for materials, facilities, services and supplies in connection with the performance of this Agreement. Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VI
OWNERSHIP AND CONFIDENTIALITY

7.1 All work product, including records, reports, documents and other material delivered or transmitted to Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at Contracting Party's expense, at termination or expiration of this Agreement. All work product including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this Agreement. The State shall not be restricted in any way whatsoever in the use of such material.

7.2 Furthermore, at any time during the term of this Agreement, and finally at the end of this engagement, the State shall have the right to require the Contracting Party to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by the State.

7.3 Confidentiality. The above referenced work product shall be held confidential by the Contracting Party and shall not be shared with any other entity without the express consent of the State. Parties recognize that Contracting Party is a political subdivision of the State of Louisiana and subject to the Louisiana Public Records Act, La. Revised Statutes, 44:1 et seq., particularly La. Revised Statutes 44:3.2 with regard to proprietary and trade secret information.

7.4 Copyright. No work product, including records, reports, documents, memoranda or notes obtained or prepared by the Contracting Party under this Agreement shall be the subject of any copyright or application for copyright on behalf of Contracting Party.

ARTICLE VII
AUDIT CLAUSE AND RECORD RETENTION

10.1 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 records and accounts of Contracting Party which relate to this Agreement, upon request.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of five years after the date of final payment under the prime contract and any subcontract entered into under this Agreement, or five years from the date of termination of this Agreement and any subcontract entered into under this Agreement, whichever is later.

ARTICLE VIII
AMENDMENTS IN WRITING

11.1 This Agreement may be modified or amended at any time by mutual consent of the Parties provided that any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office State Procurement, Division of Administration.

ARTICLE IX
FISCAL FUNDING CLAUSE

12. No fiscal funds are budgeted or appropriated in any fiscal year for payments due under this Agreement. If funding becomes necessary from the State, said Agreement shall become null and void, and no right of action shall accrue to the benefit of the Contracting Party, its successors or assigns for any payments.

ARTICLE X
TERM OF CONTRACT

13.1 This Agreement shall begin on May 11, 2023 and shall terminate two hundred and ten days later, unless sooner terminated as provided in Paragraphs V or VI above.

ARTICLE XI
DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees 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 Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XII
HOLD HARMLESS AND INDEMNIFICATION; INSURANCE

15.1 To the extent allowed by Louisiana law, the Contracting Party shall indemnify, save and hold harmless the State against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments or sums of money to any party accruing against the State growing out of, resulting from, or by reason of any act or omission of the Contracting Party, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification, shall include the State's fees and costs of litigation, including, but not limited to, reasonable attorney fees.

15.2 The Contract Party shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

ARTICLE XIII
PARTIAL INVALIDITY; SEVERABILITY

16.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to

persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XIV
ENTIRE AGREEMENT

17.1 This Agreement, including any attachments that are expressly referred to herein, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements previously entered into between the Parties, whether written or oral. No representations were made or relied upon by either Party, other than those that are expressly set forth in this Agreement.

ARTICLE XV
CONTROLLING LAW

18.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

ARTICLE XVI
LEGAL COMPLIANCE

19.1 The State shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) and the Louisiana Procurement Code in carrying out the provisions of this Agreement.

ARTICLE XVII
RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS

20.1 The Contracting Party is engaged by the State for the purposes set forth in this Agreement. The relationship between the Contracting Party and the State shall be, and only by, that of an independent contractor and the Contracting Party shall not be construed to be an employee, agent, partner, or in joint venture with, the State.

ARTICLE XVIII
ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE

21.1 The parties expressly agree that the Contracting Party is an independent Contracting Party as defined by La. R.S. 23:1021(7) and, as such, expressly agree that the State shall not be liable to the Contracting Party or to anyone employed by the Contracting Party for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.

ARTICLE XIX
ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT
COMPENSATION COVERAGE

22.1 The State and the Contracting Party expressly declare and acknowledge that the Contracting Party is an independent contractor and, as such, is being engaged by the State under this Agreement as noted and defined in R.S. 23:1472(12) (E) and, therefore, it is expressly declared and understood between the Parties hereto, that for the purposes of unemployment compensation only:

- a. The Contracting Party has been and will be free from any control or direction by the State over the performance of the services covered by this Agreement;
- b. The services to be rendered by the Contracting Party are outside the normal course and scope of the State's usual business; and
- c. The Contracting Party is customarily engaged in an independently established trade, occupation, profession, or business.

Consequently, neither the Contracting Party nor anyone employed or contracted by the Contracting Party shall be considered an employee of the State for the purpose of unemployment compensation coverage.

ARTICLE XX
FORCE MAJEURE

23.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform any part of the Agreement caused by any events or circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, Acts of God.

ARTICLE XXI
EMPLOYMENT OF STATE PERSONNEL

24.1 The Contracting Party certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the State of Louisiana.

ARTICLE XXII
COVENANT AGAINST CONTINGENT FEES

25.1 The Contracting Party warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contracting Party, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the State shall have the right to annul this Agreement without liability or, in State discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XXIII
NO BOYCOTT OF ISRAEL

26.1 In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contracting Party, or any Subcontractor, hereby certifies it is not engaging in a boycott of Israel, and shall, for the duration of this Agreement, refrain from a boycott of Israel. The State reserves the right to terminate this Agreement if the Contracting Party, or any Subcontractor, engages in a boycott of Israel during the term of this Agreement.

ARTICLE XXIV
REMEDIES FOR DEFAULT

27.1 Any claim or controversy arising out of this contract shall be resolved in accordance with the provisions of La. R.S. 39:1672.2- 1672.4.

ARTICLE XXV
ATTACHMENTS AND EXHIBITS

27.1 A listing of Attachments and Exhibits to this CEA are found in Attachment A, *List of Attachments and Exhibits*. Attachment A is attached and made a part of this Agreement by reference.

ARTICLE XXVI
NOTICES

28.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United

States mail, as certified mail, return receipt requested and postage prepaid, to the other party, or transmitted by facsimile or electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

If to LDH/OPH:	Louisiana Department of Health P.O. Box 629 Baton Rouge, LA 70821-0629 Attn: Doris Gray Brown, OPH Assistant Secretary
And Copy:	LDH Office of Public Health STD/HIV/Hepatitis Program 1450 Poydras Street, STE 2136 New Orleans, LA 70112 Attn: Samuel Burgess, SHHP Director
If to Contractor:	City of Baton Rouge, Office of the Mayor-President 222 St. Louis Street, Rm 301 Baton Rouge, LA 70802

{Signature Page to Follow}

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THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the ____ day of _____, 2021.

WITNESSES:

Louisiana Department of Health

Doris Gray Brown, MS, OPH Assistant Secretary

Samuel Burgess, MA, MSHCM SHHP Director

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day of _____, 2021.

WITNESSES:

City of Baton Rouge

Sharon Weston-Broome, Mayor-President, City of Baton Rouge/Parish of East Baton Rouge

ATTACHMENT AND EXHIBIT LIST

List of Attachments

Attachment A: Attachment and Exhibit List

Attachment B: Progress Report

List of Exhibits

Exhibit I: LA HAP Application

Exhibit II: Jail Information Form

DRAFT

City of Baton Rouge East Baton Rouge Jail Medications Access Progress Report

Submit to show progress achieved. Duplicate pages as needed.
Alternate formats may be used upon approval of the Contract Monitor.

Contact Name: _____

Telephone: () _____ Fax: () _____

Activity (Activities) Performed:

DRAFT

Deliverables Completed: