

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: May 21, 2026

CALENDAR NO. 35,452

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER GREEN (BY REQUEST)

AN ORDINANCE to authorize the Mayor of the City of New Orleans to enter into Amendment No. 1 to a previously executed Cooperative Endeavor Agreement (CEA) between the City of New Orleans (“City”) and University Medical Center Management Corporation (UMC), relative to a Data Sharing Agreement with UMC, desire to modify the provisions of the CEA and extend the term thereof for an additional 5 years, as more fully set forth in the Amendment No. 1 form attached hereto as Exhibit “A” and made a part hereof; and otherwise to provide with respect thereto.

WHEREAS, pursuant to the authority contained in Article 7, Section 14(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; and further pursuant to Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with any public or private association, corporation, or individual for activities in support of economic growth and other public purposes; and

WHEREAS, the City and The University Medical Center Management Corporation desire to modify the provisions of and extend the term thereof for an additional 5 years to the previously executed CEA between the City and UMC relative to the valued public purpose of sharing patient data between UMC and the City in order to study and understand the causes of overdose and domestic abuse fatalities, with the ultimate goal of saving the lives of New Orleans residents.

WHEREAS, the City and The University Medical Center Management Corporation desire to enter into this Amendment No. 1 to provide for patient data of patients who suffered death due to drug overdose or domestic violence and to set forth certain other matters in connection therewith; **NOW THEREFORE**

1 **SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY**
2 **ORDAINS**, that the Mayor, on behalf of the City of New Orleans, is hereby authorized to enter
3 into Amendment No. 1 to the CEA, in the form attached hereto as Exhibit “A”, to the previously
4 executed CEA between the City of New Orleans and The University Medical Center Management
5 Corporation to modify the provisions of CEA and extend the term thereof for an additional 5 years
6 to the previously executed CEA relative to the valued public purpose of sharing patient data
7 between UMC and the City of New Orleans in order to study and understand the causes of overdose
8 and domestic abuse fatalities, with the ultimate goal of saving the lives of New Orleans residents.

1 **SECTION 2.** That said Amendment No. 1 to the Cooperative Endeavor Agreement is
2 attached to this ordinance as “Exhibit A” and incorporated and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

PRESIDENT OF COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

AMENDMENT NO. 1 TO COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
CITY OF NEW ORLEANS
AND
UNIVERSITY MEDICAL CENTER MANAGEMENT CORPORATION
Data Sharing Agreement

THIS FIRST AMENDMENT is made and entered into by and between the City of New Orleans, represented by Helena N. Moreno, Mayor (the “**City**”), and University Medical Center Management Corporation, represented by Thomas Patrias, Chief Executive Officer (the “**Contractor**”). The City and the Contractor may sometimes be collectively referred to as the “**Parties.**” This Amendment is effective as of the date executed by the City (the “**Effective Date**”).

WHEREAS, the City and the Contractor are parties to a cooperative endeavor agreement with an effective date of February 12, 2025, for data sharing (the “**Agreement**”); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term, and revise the terms of the Agreement.

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1) **Term:** The term of the Agreement is extended for an additional five (5) years through February 11, 2031.

2) **The Contractor’s Obligations:** The following terms and conditions are added to Article I/Section A of the Agreement:

Services. *The Contractor will, in accordance with the schedule approved by the City:*

3. *Provide, quarterly, upon request, the full health record of patients whom the New Orleans Health Department (NOHD) has identified as dying due to a drug overdose in accordance with Executive Order LC 25-01 (or any other successive executive order) and La. Rev. Stat. 40:2025.5; and*
4. *Provide quarterly, upon request, the lifetime medical records of patients who are identified by the New Orleans Domestic Violence Fatality Review pursuant to Chapter 14 Sec. 82-714 of City of New Orleans Code of Ordinances and La. Rev. Stat. 40:2024.5.*
5. *In the event that the Contractor believes that the requested volume of records to be produced is excessive or overly burdensome, the Contractor will reach out to the City to discuss the possibility of narrowing the request for records as to that specific patient.*

3) **The City’s Obligations:** The following terms and conditions are added to Article II/Section A of the Agreement:

The City will:

9. *Provide the names and dates of birth of individuals identified as dying due to a drug overdose to the contractor; and*

10. Provide the names and dates of birth of individuals identified by the New Orleans Domestic Violence Fatality Review to the contractor.

11. Abide by the provisions of La. Rev. Stat. 40:2024.5 and 40:2025.5.

4) Additional Miscellaneous Provisions: The following terms and conditions are added to the Agreement:

- a. Convicted Felon Statement:** The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, 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.
- b. Non-Solicitation Statement:** The Contractor 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 Amendment. The Contractor 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 Amendment.
- c. Prior Terms Binding:** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
- d. Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. 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 Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]

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

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: _____
HELENA N. MORENO, MAYOR

Executed on this _____ of _____, 2026

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

UNIVERSITY MEDICAL CENTER MANAGEMENT CORPORATION

BY: _____
THOMAS PATRIAS, CHIEF EXECUTIVE OFFICER

FEDERAL TAX I.D.

11 12 2014 11:29 AM

Calendar No. (Rev)
(Exp)

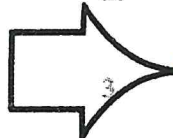
Name Mark Pauly Ext 2596
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: Adding amendments to data sharing agreement with UMC and
extending the length of the agreement to five years.

**SIGN
& DATE**



- 1. [Signature]
Department Head
- 2. [Signature]
Department of Law
- 3. [Signature]
Chief Administrative Officer *Elizabeth Brusseau*
- 4. _____
Director of Council Relations
- 5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____
Absent: _____

AMENDMENTS:

FINAL ADOPTION:

_____ **MOVED:**

_____ **2ND:**

_____ **YEAS:**

_____ **NAYS:**

_____ **ABSENT:**

_____ **RECUSED:**

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.



LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: New Orleans Department of Health

Name of Contact Person: Mark Pauly

Telephone Number: (504) 658-2596

Email Address: Mark.Pauly@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

The purpose of the amendment is to extend the term and to add additional

deliverables to the original agreement.



LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

If this section is not applicable, please check this box.

The parties involved:

University Medical Center Management Corporation and the City of New Orleans

The obligations, expectations, and deliverables of the parties involved:

UMC to provide full medical records of patients who suffered fatality from Domestic Violence or fatal overdose from substance abuse.

Any fiscal implications for the City with the contract:

No

The public purpose and need for the contract:

To reduce fatalities from drug overdoses and domestic violence.

The duration of the contract:

5 years



LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.



If this section is not applicable, please check this box.

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: _____