

**C-1499 Provide Professional Medical Services  
Contract and Exhibits**

- I. Contract Relationship: This Contract shall be between The Ernest N. Morial New Orleans Exhibition Hall Authority ("THE AUTHORITY") a political subdivision of the State of Louisiana; New Orleans Public Facility Management, Inc. ("NOPFMI") a quasi-public body that is charged with the responsibility of managing the Ernest N. Morial Convention Center-New Orleans ("ENMCCNO") on a day-to-day basis and City of New Orleans dba City of New Orleans Emergency Medical Services herein known as the CONSULTANT. NOPFMI and THE AUTHORITY are referred to herein collectively as "OWNER". The "OWNER" and "CONSULTANT" may be referred to collectively as the "PARTIES". This Contract shall become effective on date signed by both "PARTIES".
- II. Scope of Work: Scope of Work is described in Exhibit No. 1.
- III. Term: The term of this AGREEMENT ("Term") will begin on May 27, 2019 and will be for one (1) base year through May 26, 2020, with four (4) one (1) year renewal options upon mutual agreement of the PARTIES.
- IV. Insurance: Insurance requirements are described in Exhibit No. 2.
- V. Contract Cost: Cost for services is described in Exhibit No. 3.
- VI. Indemnification: The CONSULTANT to the fullest extent permitted by law, indemnify, defend and hold harmless the OWNER and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole by any negligent act or omission of the CONSULTANT. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist. Notwithstanding the foregoing, it is agreed that CONSULTANT'S indemnification hereunder, shall not apply to the extent that such damage or resulting loss is attributed to the fault or neglect of the OWNER. In any and all claims against the OWNER or any of their agents or employees by any employee of the CONSULTANT, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- The obligations of the CONSULTANT under this Paragraph shall not extend to the liability of the OWNER, their agents or employees, arising out of (1) the preparation or approval of reports, opinions, change orders or specifications, or (2) the giving of or the failure to give directions or instructions by his agents or employees provided such giving or failure to give is the primary cause of the injury damage.
- VII. Other:
- i. Ownership of Records: Upon completion of the services described in this Contract or upon termination, all records, reports, worksheets, or any other materials related to this Contract shall become the property of the OWNER and shall be delivered to the OWNER without additional cost upon written demand therefore.
  - ii. Access to Records: The following access to records requirements apply to this contract:
    - a. CONSULTANT agrees to provide OWNER, (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
    - b. CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.



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- iii. Assignment: CONSULTANT shall not assign or transfer any interest in this Contract without prior written consent of the OWNER except as set forth in this paragraph. Claims for money due or to become due to the CONSULTANT from the OWNER may be assigned to a bank trust company or other financial institution without the OWNER'S written consent. CONSULTANT or its assignee shall furnish notice of the assignment promptly.
  - iv. Audit: The OWNER reserves the right to audit the CONSULTANT'S accounts relating to this Contract and/or to permit the Legislative Auditor to perform such an audit in its place.
  - v. Data Confidentiality: Any financial, personal, technical and other data and information related to the either the OWNER'S or CONSULTANT'S operation which is deemed confidential and made available to the other Party in order to carry out this Contract, or which becomes available to the other Party in carrying out this Contract shall be protected from unauthorized use and disclosure.
  - vi. Precedence: In addition, documents not listed in this Contract but made a part of this Contract include, General Conditions, Insurance Documents, Proposal Documents, and any applicable Attachments.
  - vii. Independent Contractor: In performing the Services, CONSULTANT and Staff are acting as independent contractors, and neither shall be considered an employee of the AUTHORITY. The AUTHORITY shall not exercise any control or direction over the manner or method by which the CONSULTANT provides the Services. However, the CONSULTANT shall require all Staff to perform at all times in accordance with currently approved methods and standards of practice.
  - viii. Non Discrimination Clause: It is the policy of the Ernest N. Morial Convention Center –New Orleans not to discriminate against any individual, company or organization that has an officer or employee having any disability of any kind. All products, materials and services of this project shall be in compliance with the Americans with Disabilities Act (ADA). CONSULTANT shall not discriminate against any individual, company or organization that has an officer or employee having any disability of any kind when considering award of a joint venture contract, subcontract or purchase order.
  - ix. During the performance of this contract, the CONSULTANT agrees as follows:
    - a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, 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. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
    - b. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
    - c. The CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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- d. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - e. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- x. **Fiscal Funding:** The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Board of Commissioners for the Ernest N. Morial New Orleans Exhibition Hall Authority and the City of New Orleans. If either the Authority Board or the New Orleans City Council finds that there are insufficient funds to provide for the continuation of renewal of the Contract, as the case may be, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. If the Contract is terminated due to insufficient funds, the non-terminative Party shall be notified in writing of the same at least thirty (30) days prior to the start of the fiscal year for which funds are not appropriated.
- xi. **Corporate Resolution:** Documentation that is acceptable to the OWNER which establishes that the CONSULTANT'S Representative has the authority to bind the Corporation to the contract.
- xii. **State of Emergency.** In the event CONSULTANT feels it is necessary to curtail or limit its services under this Contract due to (i) a state of emergency declaration by the City of New Orleans, the State of Louisiana, or the federal government, or (ii) an imminent weather event, CONSULTANT will take all reasonable measures to ensure that it meets its obligations to OWNER under this Contract to the extent possible. Under no circumstances will CONSULTANT leave OWNER without service while a convention is underway.
- xiii. **Clean Air Act**
  - a. The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq.
  - b. The CONSULTANT agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - c. The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- xiv. **Federal Water Pollution Control Act**
  - a. The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - b. The CONSULTANT agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the (recipient), Federal Emergency



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- Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- xv. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. See Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying.
- xvi. Procurement of Recovered Materials.
- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/snm/comprehensive-procurement-guideline-cpg-program>.
- xvii. DHS Seal, Logo, and Flags. CONSULTANT shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- xviii. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The CONSULTANT will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”
- xix. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”
- xx. Program Fraud and False or Fraudulent Statements or Related Acts. The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT'S actions pertaining to this contract.
- VIII. Termination: This Contract may be terminated by Either Party upon thirty (30) days written notice. Either the OWNER or CONSULTANT may terminate this Contract for cause immediately and without further notice if CONSULTANT has failed or refused to comply with the terms and conditions of the Contract.
- IX. Force Majeure: Either PARTY shall be excused for failures and delays in performance of its respective obligations under this Contract due to any cause beyond the control and without the fault of such party, including without limitation, any act of God, war, terrorism, riot, or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the aforementioned causes to obtain necessary labor, materials, or facilities. This provision shall not, however, release such PARTY from using its best efforts to avoid or remove such cause and such PARTY shall continue performance hereunder with the utmost dispatch whenever such



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- causes are removed. Upon claiming any such execute or delay for non-performance, such PARTY shall give prompt written notice thereof to the other PARTY, provided that failure to give such notice shall not in any way limit the operation of this provision.
- X. State of Emergency. In the event CONSULTANT feels it is necessary to curtail or limit its services under this Contract due to (i) a state of emergency declaration by the City of New Orleans, the State of Louisiana, or the federal government, or (ii) an imminent weather event, CONSULTANT will take all reasonable measures to ensure that it meets its obligations to OWNER under this Contract to the extent possible. Under no circumstances will CONSULTANT leave OWNER without service while a convention is underway.
- XI. Facility Rental. CONSULTANT shall be allowed to rent a room under a separate Facility Use Agreement for meeting space.
- XII. Contract Modification: Any and all changes to this Contract must be detailed in writing and mutually agreed upon and shall be accomplished by Change Order.

**Approvals Required:**

**OWNER:**

New Orleans  
Public Facility Management Inc.  
900 Convention Center Blvd  
New Orleans, LA 70130

*Alita G. Caparotta*  
Signature

11/11/2019  
Date

Alita G. Caparotta  
Name

Vice President Finance and Administration  
Title

**CONSULTANT:**

City of New Orleans dba  
City of New Orleans Emergency Medical Services  
2929 Earhart Blvd.  
New Orleans, LA 70125

*LaToya Cantrell*  
Signature

11/19/2019  
Date

LaToya Cantrell  
Name

Mayor  
Title

**FORM AND LEGALITY APPROVED:**

*[Signature]*  
Law Department, City of New Orleans





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**Exhibit No. 1: Scope of Work:** The following is based on information provided by the CONSULTANT and approved by the PARTIES.

The CONTRACTOR shall provide the medical staff listed below.

1. Single Paramedic
2. Paramedic Level Team
3. EMS Bike Team
4. Special Response Vehicle
5. Ambulance Crew
6. EMS Detail Supervisor
7. Physician

- I. CONTRACTOR will provide basic services as listed below, per OWNER's request
  - a. Medical Staff and Equipment. 3 permanent medical stations at MCCNO. CONTRACTOR will provide medical services to conventions, trade shows, meetings and other users of MCCNO as determined by OWNER.
  - b. OWNER will coordinate with CONTRACTOR to determine the appropriate number of staff required for move-in, move-outs, and events held at MCCNO. This determination shall be based on prior history, types of events, types of attendees and overall attendance. All communications for staffing, billing, and procedures shall be directed through the OWNER'S Event Services Department.
  - c. Medical Services will be provided as requested during the move-in and move-out period. Invoicing will be broken out between move-in, move-out, and special services as requested by OWNER.
  - d. Medical services will be provided to show attendees, OWNER'S employees, and Decorators operating within show hours as required by OWNER.
  - e. Provide services of a certified paramedic or paramedic level team with:
    - i. Advanced Life Support (ALS)
    - ii. Pediatric Advanced Life Support (PALS)
    - iii. Pre-hospital Trauma Life Support (PHTLS)
    - iv. Pediatric Emergency Care
    - v. Hazardous Material Operations Level
    - vi. Defensive Driving for Emergency Vehicles
    - vii. Vehicle Rescue Awareness
    - viii. National Incident Management (NIMS) ICS 100, ICS 200 ICS 700, ICS 800
  - f. CONTRACTOR will provide Special Event Coordinator to provide administrative services as needed. The Special Event Coordinator will coordinate with OWNER/Decorator to provide the correct amount and type of staffing for each show/event/move-in. Types of teams include:
    - i. Single Paramedic
    - ii. Paramedic Level Team (paramedic with another EMT of any skill level)
    - iii. EMS Bike Team (paramedic with another EMT of any skill level)
    - iv. Special Response Vehicle (SRV) Team (paramedic with another EMT of any skill level)
    - v. Ambulance Crew (paramedic with another EMT of any skill level)
  - g. CONTRACTOR will ensure that all employees' licenses and certifications are current.
  - h. CONTRACTOR shall have direct radio communication with local (New Orleans) 911 dispatcher during times of service.



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- II. CONTRACTOR will provide additional services and personnel when requested by the OWNER, given that staff is available and request is received in a reasonable time defined as 14 days prior to the event.
- III. CONTRACTOR will furnish and maintain all appropriate and necessary medical equipment and supplies for the 3 permanent medical stations. *OWNER currently owns some of the equipment listed and noted below (\*)*. The following equipment will be available at all times in each of the stations accessible by CONTRACTOR staff only.
- a. Portable monitor/defibrillator\*
  - b. Full stock of ACLS drugs
  - c. Oxygen, tubing, masks, airways and ambu bags
  - d. BP cuffs & stethoscopes
  - e. IV solutions, tubing, jelcos, assorted needles & syringes
  - f. Infectious waste cans\*
  - g. Bandages & Band-aids of various sizes
  - h. Wound Care supplies
  - i. Gloves
  - j. Medical waste containers\*
  - k. Linen
  - l. Thermometers
  - m. Ace wraps, splints & gauze
  - n. Glucometer
- IV. OWNER will provide the following:
- a. (3) medical personnel carriers
  - b. (3) heaters
  - c. (18) chairs
  - d. (3) refrigerators / freezers
  - e. (3) medical stations, with counters, cabinets and modular desks
  - f. (3) house radio devices
  - g. Standard telephone
  - h. Electric Ambulance



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**Exhibit No. 2: Insurance Requirements:** Note: Evidence in the form of a Certificate of Insurance is due 5 days after the Notice of Award is issued.

The City shall provide proof of general liability, auto liability and workers' compensation insurance (or self-insurance) to the Authority upon execution of this Agreement.





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**Exhibit No.3: Contract Cost and Payments:**

**I: Services Fees:**

The CONTRACTOR will provide Labor at the per hour rate listed below:

**HOURLY RATES FOR MEDICAL PROFESSIONALS:**

(All rates are to be quoted as per hour, straight time)

|                          |                   |
|--------------------------|-------------------|
| Single Paramedic         | \$55.00 per hour  |
| Paramedic Level Team     | \$100.00 per hour |
| EMS Bike Team            | \$100.00 per hour |
| Special Response Vehicle | \$100.00 per hour |
| Ambulance Crew           | \$130.00 per hour |
| EMS Detail Supervisor    | \$70.00 per hour  |
| Physician                | \$100.00 per hour |

**II. Reimbursable Expenses:**

Expenses if applicable, shall be billed at reasonable and actual cost and shall be supported by documentation in the form of detailed receipts. Travel and transportation expenses (if applicable) include, but are not limited to; tolls, parking, airfare, hotel accommodations, and meals at reasonable and customary rates. Guidelines for reasonable expenses include: (i) coach air fare, (ii) mid-size car rentals, (iii) lodging at reasonable business hotel, and (iv) meals at actual and reasonable cost. (No alcohol). Mileage will be reimbursed at IRS rate. Reimbursable expenses will be paid if proper supporting documentation is provided.

**III: Invoice Submission and Payments:**

Invoices for services and expenses must be submitted electronically to [accounts\\_payable@mccno.com](mailto:accounts_payable@mccno.com) for processing. Invoices must include backup documentation such as timesheets, spreadsheets etc. to support the invoice amount. No tax is applicable to goods and services sold to the OWNER. The OWNER will review invoices and supporting documentation and remit payment 30 days after receipt of complete invoice package.