



City of New Orleans
Law Department

INTEROFFICE MEMORANDUM

Date: February 3, 2020
To: Sunni LeBeouf, City Attorney
From: Andrew Gregorian, Assistant City Attorney

K19-984 BRASS#266

Pursuant to City Charter Sections 4-401(5) and 6-308(1), City Attorney's approval and the Mayor's execution are required for the following transaction:

Originating Department: NOFD.
Type of Agreement: Contract (Bid Contract).
Party: River Healthcare, Inc. dba Prime Occupational Medicine.
Procurement: Invitation to Bid No. 2521-01834 for baseline medical physical examination for Haz-Mat personnel and dated May 8, 2015.
Amendment: This is the fourth amendment.
Scope of services: Contractor will provide physical examinations and necessary immunizations for NOFD personnel.
Purpose: To ensure continuity of services by extending the term for one year.
Term: One year from October 15, 2019 through October 14, 2020.
Amount: \$975.00 per examination, assuming all tests/immunizations are performed (This is a bid contract with no maximum).
Supporting Documents: Original contract, previous amendments, approved DBE compliance form, approved tax clearance form, proof of signature authority, proof of good standing, and insurance certificate.
Additional Information: N/A.
Working Contract ID: K19-984.
BRASS Contract No.: 266.

I have reviewed the Amendment and supporting documents. It is correct as to form and legality. Please know that I am available if you have any questions or need additional information. AG

AMENDMENT NO. 4 TO CONTRACT
CITY OF NEW ORLEANS
AND

RIVER HEALTHCARE, INC. DBA PRIME OCCUPATIONAL MEDICINE
BASELINE MEDICAL PHYSICAL EXAMS FOR HAZ-MAT PERSONNEL

THIS FOURTH AMENDMENT is made and entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “City”), and River Healthcare, Inc. dba Prime Occupational Medicine, represented by Sean Connor, Vice-President of Business Development (the “Contractor”). The City and the Contractor shall sometimes be referred to collectively as the “Parties”. This Amendment shall be effective as of October 15, 2019.

WHEREAS, the City and the Contractor are parties to that certain Contract dated October 15, 2015 for the provision of Baseline Medical Physical Examinations for Haz-Mat Personnel pursuant to the City’s Invitation to Bid for Bid Proposal No. 2521-01834 dated May 8, 2015 (the “Contract”);

WHEREAS, on October 26, 2016, the City and the Contractor entered into an Amendment to said Agreement, effective as of October 15, 2016, to extend the term thereof for an additional one year;

WHEREAS, on October 13, 2017, the City and the Contractor entered into a Second Amendment to said Agreement, effective as of October 15, 2017, to extend the Agreement for one year;

WHEREAS, the City and the Contractor entered into a Third Amendment to said Agreement, effective as of October 15, 2018, to extend the term thereof for an additional one year;

WHEREAS, the City and the Contractor, each having the necessary authority to do so, desire to enter this Amendment to ensure continuity of services, by extending the term of the Agreement for an additional one year.

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

1. **Extension.** In accordance with the terms of the Agreement, the term is extended for an additional one year from the Effective Date through October 14, 2020.
2. **Invoicing.** The Contractor must submit invoices monthly (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information: contract or purchase order number issued by the City, and the name of the city department to be invoiced. The City may require changes to the form or the content of the invoice. The City may also require additional supporting documentation to be submitted with invoices.
3. **Payment.** Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been

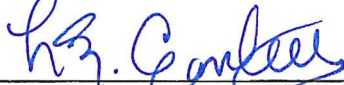
delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.

4. **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.
5. **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.
6. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
7. **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]

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

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: Tracy Tyler

RIVER HEALTHCARE DBA PRIME
OCCUPATIONAL MEDICINE

BY: 
SEAN CONNOR, VICE-PRESIDENT OF
BUSINESS DEVELOPMENT

