
Sample Agreement

THIS AGREEMENT is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called OWNER) and Creative Solutions Companion Care Service, LLC (hereinafter called PROVIDER). OWNER and PROVIDER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

PROVIDER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Provide fully-staffed medical team(s) in the event of shelter activation to provide round-the-clock coverage at Persons with Special Needs (PSN) Shelter, which includes: two (2) nurses (at least one of whom is a Registered Nurse), Six (6) Certified Nursing Assistants or Home Health Aides, and One (1) Respiratory Therapist.

ARTICLE 2 - THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project Name:	Medical Services for Persons with Special Needs (PSN) Shelter
Bid Number:	2020032
Project Address:	8955 85th Street, Sebastian, FL 32958, or other location as determined by FDOH

ARTICLE 3 - CONTRACT TERM

The term of this award is three years from effective date, with three additional one-year terms available, based on mutual consent and OWNER's determination that renewal is in the best interest of the County.

ARTICLE 4 - CONTRACT PRICE

- 4.01 OWNER shall pay PROVIDER for completion of the Work an amount in current funds equal to the sum of the amounts determined pursuant to the prices stated in PROVIDER's Bid, attached hereto as Exhibit 1. Payment will be made at the total team price bid, even if lower level positions are filled by more highly-qualified providers.
- 4.02 Failure to provide a fully-qualified and staffed team in accordance with the time requirements above will result in a penalty of \$1,000 per day.

ARTICLE 5 - PAYMENT PROCEDURES

- 5.01 Method of Payment

Owner shall make only one payment for the entire amount of the contract when the work has been completed. Upon a determination of satisfactory completion, the COUNTY Office of Emergency Management (OEM) will authorize payment to be made. All payments for services shall be made to the PROVIDER by the COUNTY in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).

5.02 Acceptance of Final Payment as Release

The acceptance by the PROVIDER of final payment shall be and shall operate as a release to the OWNER from all claims and all liability to the PROVIDER other than claims in stated amounts as may be specifically excepted by the PROVIDER for all things done or furnished in connection with the work under this Agreement and for every act and neglect of the OWNER and others relating to or arising out of the work. Any payment, however, final or otherwise, shall not release the PROVIDER or its sureties from any obligations under this Agreement, the Invitation to Bid or the Public Construction Bond.

ARTICLE 6 - INDEMNIFICATION

PROVIDER shall indemnify and hold harmless the OWNER, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the PROVIDER and persons employed or utilized by the PROVIDER in the performance of the Work.

ARTICLE 7 - PROVIDER'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement PROVIDER makes the following representations:

- A. PROVIDER has examined and carefully studied the Contract Documents and the other related data identified in the Invitation to Bid documents.
- B. PROVIDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- C. PROVIDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, during the Contract Term, and in accordance with the other terms and conditions of the Contract Documents.
- D. PROVIDER is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- E. PROVIDER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that PROVIDER has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to PROVIDER.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

- (1) This Agreement (pages 1 to 9 inclusive);
- (2) Notice(s) to Proceed;
- (3) Certificate(s) of Liability Insurance;
- (4) Invitation to Bid 2020032;
- (5) Addendum Number 1;
- (6) PROVIDER’S Bid Form (pages 14 through 15 of 31, inclusive);
- (7) Drug Free Workplace Form (pages 17 of 31);
- (8) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships (pages 18 and 19 of 31);
- (9) Certification Regarding Prohibition Against Contracting with Scrutinized Companies (page 20 of 31);
- (10) Certification Regarding Lobbying (page 21 of 31);
- (11) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a) Written Amendments;
 - b) Work Change Directives;
 - c) Change Order(s).

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the Invitation to Bid.

9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not

be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. OWNER and PROVIDER each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and PROVIDER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Venue*

- A. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

9.06 *Public Records Compliance*

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Provider shall comply with Florida's Public Records Law. Specifically, the Provider shall:
 - (1) Keep and maintain public records required by the County to perform the service.
 - (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the County.
 - (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Provider or keep and maintain public records required by the County to perform the service. If the Provider transfers all public records to the County upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains

public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

B. IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772) 226-1424

publicrecords@ircgov.com

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

C. Failure of the Provider to comply with these requirements shall be a material breach of this Agreement.

ARTICLE 10 – FEDERAL CLAUSES

10.01 OWNER and PROVIDER will adhere to the following, as applicable to this work:

A. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Provider is required to verify that none of the Provider, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Provider must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Indian River County. If it is later determined that the Provider did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Department of Emergency Management (FDEM) and Indian River County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

B. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended))—Providers 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.

C. Access to Records

(1) The Provider agrees to provide FDEM, Indian River County, 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 Provider which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Provider agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. DHS Seal, Logo, and Flags: The Provider shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

E. 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 Provider will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

F. 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, Provider, or any other party pertaining to any matter resulting from the contract.

G. Program Fraud and False or Fraudulent Statements or Related Acts: The Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Provider's actions pertaining to this contract.

H. AFFIRMATIVE STEPS: PROVIDER shall take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

(2) Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

(5) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Article 11: TERMINATION OF CONTRACT

- A. The occurrence of any of the following shall constitute a default by PROVIDER and shall provide the OWNER with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the OWNER may have under this Contract or under law:
- (1) if in the OWNER's opinion PROVIDER is improperly performing work or violating any provision(s) of the Contract Documents;
 - (2) if PROVIDER neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;
 - (3) if in the OWNER's opinion PROVIDER's work is being unnecessarily delayed and will not be finished within the prescribed time;
 - (4) if PROVIDER assigns this Contract or any money accruing thereon or approved thereon;
or
 - (5) if PROVIDER abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for PROVIDER or for any of his property.
- B. OWNER shall, before terminating the Contract for any of the foregoing reasons, notify PROVIDER in writing of the grounds for termination and provide PROVIDER with ten (10) calendar days to cure the default to the reasonable satisfaction of the OWNER.
- C. If the PROVIDER fails to correct or cure within the time provided in the preceding Sub-Article B, OWNER may terminate this Contract by notifying PROVIDER in writing. Upon receiving such notification, PROVIDER shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the OWNER may authorize PROVIDER to restore any work sites.
- D. The PROVIDER shall be liable for:
- (1) any new cost incurred by the OWNER in soliciting bids or proposals for and letting a new contract; and
 - (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
 - (3) any court costs and attorney's fees associated with any lawsuit undertaken by OWNER to enforce its rights herein.
- E. TERMINATION FOR CONVENIENCE: OWNER may at any time and for any reason terminate PROVIDER's services and work for OWNER's convenience. Upon receipt of notice of such termination PROVIDER shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination Provider shall be entitled to payment only as follows:
- (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,
 - (2) such other costs actually incurred by PROVIDER as are permitted by the prime contract and approved by the OWNER.
- Provider shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.

F. TERMINATION IN REGARDS TO F.S. 287.135: TERMINATION IN REGARDS TO F.S. 287.135: PROVIDER certifies that it and those related entities of PROVIDER as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, PROVIDER certifies that it and those related entities of PROVIDER as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if PROVIDER is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

OWNER may terminate this Contract if PROVIDER, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

IN WITNESS WHEREOF, OWNER and PROVIDER have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and PROVIDER. All portions of the Contract Documents have been signed or identified by OWNER and PROVIDER or on their behalf.

This Agreement will be effective on _____, 20__ (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

OWNER:

INDIAN RIVER COUNTY

By: _____
Susan Adams, Chairman

By: _____
Jason E. Brown, County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Dylan Reingold, County Attorney

Jeffrey R. Smith, Clerk of Court and Comptroller

Attest: _____
Deputy Clerk

(SEAL)

Designated Representative:

Name:
Title:
Address:
Phone
Email

PROVIDER:

Creative Solutions Companion Care Service, LLC

By: _____
(Provider)

(CORPORATE SEAL)

Attest _____

Address for giving notices:

License No. _____
(Where applicable)

Agent for service of process: _____

Designated Representative:

Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

(If PROVIDER is a corporation or a partnership, attach evidence of authority to sign.)