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## **Sample Agreement**

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**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 Critical Response Strategies, 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:	2022058
Project Address:	8955 85 <sup>th</sup> 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 provided in the Article 7 will result in a penalty of \$1,000 per day.

### **ARTICLE 5 - PAYMENT PROCEDURES**

5.01 *Progress Payments.*

- A. The OWNER shall make progress payments to the PROVIDER on the basis of the approved partial payment request as recommended by OEM in accordance with the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq.

5.02 *Pay Requests.*

- A. Each request for a progress payment shall contain the PROVIDER'S certification. All progress payments will be on the basis of progress of the work measured by the schedule of values established, or in the case of unit price work based on the number of units completed.

5.03 Paragraphs 5.01 and 5.02 do not apply to construction services work purchased by the County as OWNER which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act. In such event, payment and retainage provisions shall be governed by the applicable grant requirements and guidelines.

**ARTICLE 6 - INDEMNIFICATION**

6.01 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 RESPONSIBILITIES**

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

- A. Provider will deliver temporary health care staffing to the PSN shelter within sixteen (16) hours of the request. Initial request will be made by telephone with a follow up email from the OEM. The services will be provided during a proposed shelter opening for a disaster event that could impact Indian River County.
- B. Provider will deliver professional and efficient temporary health care services twenty-four (24) hours a day, seven (7) days a week during PSN shelter activation. Meals will be provided to staff housed at the shelter, and shower facilities are available in close proximity to the shelter.
- C. Provider will provide one (1) or more of the following staffing teams to the County PSN shelter for a twelve (12) hour shift: Two (2) nurses (at least one of which is a Registered Nurse), Six (6) Certified Nursing Assistants or Home Health Aides, and One (1) Respiratory Therapist. Emergency Medical Technicians (EMTs) can be substituted for a CNA as long as they have their National Registry Certification.
- D. Provider personnel shall have at least one (1) year of documented experience in specified job classification.

- E. Provider is responsible for background screening, testing, evaluations, maintenance, recruitment, and disciplinary actions of its personnel.
- F. Provider will abide by all ordinances and laws pertaining to their operation and secure all required licenses and permits.
- G. Provider will perform all services in accordance with customary, reasonable, and prudent industry standards of care.
- H. Provider will ensure appropriate credentials, certifications, and/or licenses to complete work are active and current:
  - o Registered Nurse is licensed by the Florida Department of Health of Medical Quality Assurance to practice nursing under 464.003(4), Florida Statutes. An out of state Nursing license may be considered, as long as there is a reciprocity agreement with the issuing state.
  - o Licensed Practical Nurse are licensed under 464.003(3)(b), Florida Statutes.
  - o Certified Nursing Assistants are certified under the Board of Nursing 464.2085, Florida Statutes.
  - o Registered Respiratory Therapist is licensed to provide respiratory care under the supervision of a physician 468.35 – 468.369, Florida Statutes.
- I. Provider shall assume professional liability and Workman’s Compensation coverage for its personnel.
- J. Provider staff will work under the Provider’s medical policies and protocols. Staff will abide by the rules and regulations set forth by agency compliance with standard and transmission-based precautions, OSHA Blood - borne Pathogens Exposure Control Plan and Verify training on HIPPA laws and patient confidentiality. (45 CFR Parts 160, 162, and 164).
- K. Provider understands that shelters are open twenty-four (24) hours a day, seven (7) days a week during disasters. When the County is experiencing tropical storm force winds or higher, staff may be required to stay at the shelter for personal safety.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. PROVIDER is registered with and will use the Department of Homeland Security’s E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. PROVIDER is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

**ARTICLE 8 - CONTRACT DOCUMENTS**

8.01 *Contents*

- A. The Contract Documents consist of the following:
  - (1) This Agreement;
  - (2) Notice to Proceed;
  - (3) Certificate(s) of Liability Insurance;

- (4) Request for Proposals 2022058;
- (5) PROVIDER'S Submitted Proposal;
- (6) 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 Request for Proposals.

### 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](mailto:publicrecords@ircgov.com)**

**Indian River County Office of the County Attorney**

**1801 27<sup>th</sup> 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 OWNER. 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 OWNER, 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 who in turn will forward the certification(s) to the awarding agency.

**C. Procurement of Recycled/Recovered Materials**

(1) In the performance of this contract, the PROVIDER 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.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The PROVIDER also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**D. Prohibition on Contracting for Covered Telecommunications Equipment or Services**

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the PROVIDER and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit PROVIDERs from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the PROVIDER identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the PROVIDER is notified of such by a subcontractor at any tier or by any other source, the PROVIDER shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The PROVIDER shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the PROVIDER shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The PROVIDER shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**E. Domestic Preference for Procurements**

As appropriate, and to the extent consistent with law, the PROVIDER should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**F. Access to Records**

The following access to records requirements apply to this contract:

(1) The PROVIDER agrees to provide OWNER, the State of Florida, 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.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the OWNER and the PROVIDER acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**G. 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. The PROVIDER shall include this provision in any subcontracts.

**H. Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The PROVIDER will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

**I. 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.

**J. 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 its actions pertaining to the contract.

**K. Affirmative Steps**

If subcontracts are to be let, the prime PROVIDER is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**L. License and Delivery of Works Subject to Copyright and Data Rights:** The PROVIDER grants to the Owner a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the PROVIDER will identify such data and grant to the Owner or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the PROVIDER will deliver to the Owner data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Owner.

#### **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 October 11, 2022.

**OWNER:**

INDIAN RIVER COUNTY \_\_\_\_\_

By: \_\_\_\_\_  
Peter D. O'Bryan, 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:**

\_\_\_\_\_

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.)

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**Exhibit 1 to the Agreement – Pricing**

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<b>Provider type</b>	<b>Hourly Rate</b>	<b>Providers required</b>	<b>Total Hourly Rate</b>
1. Nurse (at least one RN)	<b>\$175</b>	2	<b>\$350</b>
2. Certified Nursing Assistant/Home Health Aide	<b>\$80</b>	6	<b>\$480</b>
3. Respiratory Assistant	<b>\$100</b>	1	<b>\$100</b>
<b>Total Team Hourly Rate</b>			<b>\$930</b>

Rates are only effective when staff is on site (travel time is excluded).