

CONTRACT BETWEEN STATE OF LOUISIANA

Northwest Louisiana Veterans Home

NAME OF DEPARTMENT/AGENCY

AND

CONTRACTOR NAME

Synergy Care, Inc

CONTRACT NUMBER (ISIS/LAGOV)

[REDACTED]

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL

CONSULTING

SOCIAL

PERSONAL

SERVICES

SERVICES

SERVICES

SERVICES

CONTRACTOR (Legal Name if Corporation)

Synergy Care, Inc.

FEDERAL EMPLOYER TAX ID NUMBER

[REDACTED]

STATE LDR NUMBER

[REDACTED]

STREET ADDRESS

127 West Broad Street

TELEPHONE NUMBER

337-310-8500

CITY

Lake Charles

STATE

LA

ZIP CODE

70601

BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED

Provide a sufficient number of certified and qualified personnel to meet the therapy needs according to the case load and acuity level of the Northwest Louisiana Veterans Home. A minimum staffing should consist of at least one Physical Therapist (PT), one Physical Therapy Assistant (PTA), one Occupational Therapist (OT), one Certified Occupational Therapy Assistant (COTA), and one Speech Language Pathologist (SLP).

BEGIN DATE

07/01/2019

END DATE

12/31/2019

MAXIMUM CONTRACT AMOUNT

[REDACTED]

MULTI-YEAR CONTRACT BREAKDOWN

N/A

TERMS OF PAYMENT- If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

In consideration of the services described above, NWLVVH agrees to compensate to contractor a maximum fee of [REDACTED]. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 calendar days of the approval of invoice and under a valid contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:

Long-Term Care Administrator (Veterans Home Administrator)

THERAPY CONTRACT

STATE OF LOUISIANA

Parish of Bossier

Contract

On this 24th day of January, 2019, the State of Louisiana, the Louisiana Department of Veterans Affairs, Northwest Louisiana Veterans Home hereinafter sometimes referred to as the "State", and Synergy Care Inc. hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

I. SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

1.1.1. Provide a sufficient number of certified and qualified personnel to meet the therapy needs according to the case load and acuity level of each individual facility. A minimum staffing should consist of at least one Physical Therapist (PT), one Physical Therapy Assistant (PTA), one Occupational Therapist (OT), one Certified Occupational Therapy Assistant (COTA), and one Speech Language Pathologist (SLP).

1.1.2. For clinical records, provide and prepare forms according to the latest standards of each discipline including evaluations, treatment plans, certificates, re-certifications and progress notes. Additionally, forms and clinical records shall be prepared according to Contractor and State Veterans' Home policies and incorporated as soon as possible into the medical records of the facility.

1.1.3. Complete and submit required forms and documents timely in accordance with regulatory compliance. The Verification of Benefits form should be submitted upon the order date, and the Authorization Forms must be submitted on or prior to the start date of therapy. Advance Beneficiary Notice of Non-coverage (ABN Form CMS-R-131) and The Notice of Medicare Provider Non-coverage (Form CMS-10123) should be submitted five working days before the effective date.

1.1.4. Upon the request from of the facility, provide representation at Patient-Care and Utilization Review meetings with a presentation of appropriate documentation within two (2) working day.

1.1.5. Provide in-service education programs tailored to the needs of each State Veterans Home's nursing staff and other health care team members, in order to enhance the

delivery of a quality rehabilitation of the Restorative Nursing and Nursing Aide Training Program directed at all residents of the facility. Two (2) one-hour in-service training sessions per discipline, per year, shall be provided free of charge. All such services shall be provided upon request of State Veterans Home.

1.1.6. Contractor shall maintain all treatment and billing documentation, along with RUG usage data as required by State Veterans Home.

1.1.7. Contractor is responsible for maintaining professional staff and ensuring a level of professionalism for treatments and care of patients receiving Physical Therapy, Occupational Therapy, and Speech Pathology services.

1.1.8. Contractor is responsible for notifying the State Veterans Home 48 hours prior to discontinuation of services to any resident.

1.1.9. Contractor agrees not to pursue or hire any of the State Veterans Home's staff.

1.1.10. Contractor will consult with Medical Director, Director of Nursing, and Administrator as needed to ensure services are maintained in a professional manner and within compliance of all state and federal regulations.

1.1.11. During the contract term, contractor shall adhere to State Purchasing Rules and Regulations in ordering and procuring medicines and supplies.

1.1.12. Contractor shall meet all Medicare, VA, State and Federal regulations, and Accepted Standards of Practice governing the delivery and billing of therapy services, including any new regulations placed in effect after the date of this contract. Medicare and VA regulations can be found at www.cms.gov and www.va.gov. Standards of Practice can be found at the following:

- Physical Therapy:
Standards of Practice for Physical Therapy
American Physical Therapy Association - www.apta.org
Louisiana Physical Therapy Board – www.LAPTboard.org
- Occupational Therapy:
National Board for Certification in Occupational Therapy – www.nboct.org
Louisiana State Board of Examiners – www.lsbme.la.gov
- Speech Therapy:
American Speech-Language-Hearing Association – www.asha.org
Louisiana Board of Examiners for Speech-Language Pathology and Auditory – www.lbespa.org

1.1.13. Contractor shall assure that any staff or subcontractor is approved to participate in the Medicare programs and is not listed on any HHS-OIG-Fraud Prevention and Detection Exclusion Data Base.

1.1.14. Contractor shall assure that any staff or subcontractor working in the State Veterans Home has passed a criminal background check satisfactory to the State Veterans Home.

1.1.15. Contractor shall bill State Veterans Home monthly by billable Medicare minutes, per patient for each discipline.

1.1.16. Contractor agrees to review and sign the State Veterans Home's quarterly monitoring tool and return the document within five (5) working days.

1.1.17. Contractor shall report directly to the Administrator of each State Veterans Home.

1.2 STATEMENT OF WORK

See Exhibit A for statement of work.

1.2.1. GOALS AND OBJECTIVES

The State Veterans Homes desire to obtain therapy and rehabilitation services from a reputable provider in order to enhance the quality of life for our veterans needing such services.

The goal is to provide supervision, consultation and therapy services to the veterans of the State Veterans Home. Therapies consist of speech, occupational and physical.

The objective is for the contractor to provide therapy services through physician referrals and to comply in accordance with all Medicare, VA, State and Federal regulations as well as provide accurate documentation and medical billing information.

1.2.2. PERFORMANCE MEASURES

Contractor will be measured on verification and review of work output according to exhibit A on a quarterly basis.

1.2.3 MONITORING PLAN

The facility Administrator and/or Director of Nursing will monitor the contractor quarterly to insure that the contractor is maintaining professional responsibility for treatments and care of patients receiving Physical Therapy, Occupational Therapy, and Speech Pathology services and providing documentation as required by Federal and State regulations.

1.2.4. DELIVERABLES

Contractor will provide therapy services which include evaluations, treatment, and follow-up appointments, according to section 1.1 Concise Description of Services.

1.2.5. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

1.2.6. SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

2. ADMINISTRATIVE REQUIREMENTS

2.1. TERM OF CONTRACT

This contract shall begin on 07/01/19 and shall end on 12/31/19. State has the right to contract for up to a total of 3 years with the concurrence of the Contractor and all appropriate approvals.

2.2. STATE FURNISHED RESOURCES

State shall appoint a Project Coordinator for this Contract identified in Section 1.2.4 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project

Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

3. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1. PAYMENT TERMS

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of [REDACTED] or 394,411 billable minutes. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 calendar days of the approval of invoice and under a valid contract. Payment will be made only on approval of L TCF Administrator.

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

\$0.94 per Medicare billable minute of therapy provided, billed monthly on a standard invoice.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

4. Special or Additional Provisions which are incorporated herein:

Exhibit A: Statement of Work
Exhibit B: Goal, Objective, Deliverable, Performance Measures, and Monitoring Plan
Exhibit C: Certificate of Insurance
Exhibit D: Board Resolution

5. TERMINATION

5.1. TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

5.2. TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) calendar days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

6. FISCAL FUNDS

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for

that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

8. REMEDIES FOR DEFAULT

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

9. FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

10. NONASSIGNABILITY

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

11. AUDITORS

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

12. CONTRACT MODIFICATION

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

13. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to

keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

14. SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The contractor will be the single point of contact for all subcontractor work.

15. DISCRIMINATION CLAUSE

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

16. INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's

employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

17. APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

18. CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

19. SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

20. INDEPENDENT ASSURANCES

The State of Louisiana /State Agency will also require the Contractor and /or subcontractors, if performing a key internal control, to submit to an independent SSAE 16 SOC 1 and/or type II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

The contractor could be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/ program reviews and audits.

These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm will submit a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the Department with an exact copy of the report within thirty (30) calendar days of completion. Such audits may be performed annually during the term of the contract. The Contractor agrees to implement recommendations as suggested by the audits within three months of report issuance at no cost to the State Agency. Cost of the SSAE 16 audit is to be included in the cost being proposed in response to this RFP.

21. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

22. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, hereby certifies it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any subcontractor, engages in a boycott of Israel during the term of the contract.

23. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP(if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

24. E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

25. RECORD OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

26. COMMISSIONER'S STATEMENTS

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

27. CONTRACTOR'S COOPERATION

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents

28. CONTINUING OBLIGATION

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

29. ELIGIBILITY STATUS

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

THIS DONE AND SIGNED AT Bossier City, Louisiana on the day, month, year first written above.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below.

WITNESSES SIGNATURES:

Therese Scott 05/31/19
Name Date
Kate Peko 5/31/19
Name Date

STATE AGENCY SIGNATURES:

By: [Signature] 5/31/19
Name Date
Title: Secretary TE
LDVA ~~Under Secretary~~

WITNESSES SIGNATURES:

[Signature] 5/30/19
Name Date
[Signature] 5/30/19
Name Date

STATE AGENCY SIGNATURES:

By: [Signature] 5/30/19 W
Name Date
Title: Administrator

WITNESSES SIGNATURES:

[Signature] 5/22/19
Name Date
Angela Fister 5/22/19
Name Date

CONTRACTOR SIGNATURE:

By: [Signature] 5-22-19
Name Date
Fax ID # [Redacted]
Telephone # [Redacted]

AMENDMENT TO CONTRACT BETWEEN STATE OF LOUISIANA

Department/Agency

DVA/ Northwest Louisiana Veterans Home

Amendment Number

01

AND

Contractor's Name

Synergy Care Inc.

Contractor's address, zip code, telephone number and vendor number

127 West Broad Street; Ste 850; Lake Charles, LA 70601. Ph#337-310-8500; [REDACTED]

Contract Number

[REDACTED]

Effective date:

January 1, 2020

Previous contract Amount:

[REDACTED]

Revised Contract Amount:

[REDACTED]

Change Contract From:

Begin Date: 07/01/2019
End Date: 12/31/2019
Maximum Contract Amount: [REDACTED]

Change Contract To:

Begin Date: 07/01/2019
End Date: 06/30/2020
Maximum Contract Amount: [REDACTED]

Justification for amendment

The contract need to be extended until the end of fiscal year 2020. Also, additional funds will be needed for FY 2019-2020.

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below.

CONTRACTOR'S SIGNATURE

Todd Broussard

DATE:

10/17/19

Contractor's Name (PRINT)

Todd Broussard

Contractor's Title (Print)

CFO

STATE OF LOUISIANA (Department / Agency) SIGNATURE

Wesley Papitone

DATE:

10/17/19

Agency's Name (Print)

Wesley Papitone

Agency's Title (Print)

Administrator

AMENDMENT TO CONTRACT BETWEEN STATE OF LOUISIANA

Department/Agency

DVA/ Northwest Louisiana Veterans Home

Amendment Number

02

AND

Contractor's Name

Synergy Care Inc.

Contractor's address, zip code, telephone number and vendor number

127 West Broad Street; Ste 850; Lake Charles, LA 70601. Ph#337-310-8500; [REDACTED]

Contract Number

[REDACTED]

Effective date:

July 1, 2020

Previous contract Amount:

[REDACTED]

Revised Contract Amount:

[REDACTED]

Change Contract From:

Begin Date: 07/01/2019
End Date: 06/30/2020
Maximum Contract Amount: [REDACTED]

Change Contract To:

Begin Date: 07/01/2019
End Date: 12/31/2020
Maximum Contract Amount: [REDACTED]

Justification for amendment

The contract need to be extended until December 31,2020. Also, additional funds will be needed for FY 2021.

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below.

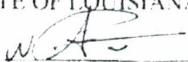
CONTRACTOR'S SIGNATURE

Contractor's Name (PRINT)

DATE

Contractor's Title (Print)

STATE OF LOUISIANA (Department / Agency) SIGNATURE

 _____

Agency's Name (Print)

Wesley P. Poirier, Northwest Louisiana Veterans Home

DATE

3/30/20

Agency's Title (Print)

Administrator