

**AGREEMENT FOR THIRD PARTY ADMINISTRATIVE SERVICES FOR OFF-SITE  
MEDICAL SERVICES**

**#2021-015  
AMENDMENT #5**

This Amendment #5 (Amendment”), effective as of April 16, 2026 (the “Effective Date”), is hereby entered into by and between Polk County, a political subdivision of the State of Florida, (the “County”), situated at 330 W. Church Street, Bartow, Florida 33830, and Heritage Health Solutions, Inc. (the “Vendor”), a Texas corporation, headquartered at 750 Canyon Drive, Coppell, Texas, 75019 whose Federal Employer Identification Number is 271516386.

**WITNESSETH:**

**WHEREAS**, the County and Vendor entered into Agreement 2021-015 dated March 2, 2021, for the purpose of providing administrative services in connection with the payment of certain inmate healthcare services not provided on-site at the County jail facilities; and

**WHEREAS**, on August 8, 2023, Amendment #1 was executed for the purpose of the Vendor providing administrative services for additional inmate healthcare services, including specialty medical and healthcare services that may be performed on-site at the jail facilities, certain pharmaceutical and prescription drug services; and

**WHEREAS**, on February 16, 2024, Amendment #2 was executed for the purpose of extending the Agreement for an additional two (2) year term, effective March 2, 2024, and through March 1, 2026; and

**WHEREAS**, on August 20, 2024, Amendment #3 was executed for the purpose of providing bulk prescription orders as an alternative to provide individual prescriptions of medications to the Pharmacy Dispensary at county jail facilities; and

**WHEREAS**, on March 2, 2026, Amendment #4 was executed for the purpose of extending the Agreement, for an additional six (6) month term, effective March 2, 2026, and through August 31, 2026; and

**WHEREAS**, the Parties wish to modify Section 3.0, Compensation to the Agreement in accordance with the State of Florida House Bill 4059, which became effective April 16, 2026; and

**WHEREAS**, pursuant to Section 16.0 of the Agreement, the County and the Vendor mutually agree to amend the Agreement as set forth below.

**NOW, THEREFORE**, the County and the Vendor hereby agree as follows:

1. The recitals stated above are true and correct and are fully incorporated herein.
2. Exhibit “B”, Cost Sheet of the Agreement is hereby revised and replaced in its entirety with the adjusted Cost Sheet attached hereto as Exhibit “B-2”.
3. The Agreement, as amended by this Amendment #5, continues in full force and effect.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)  
[SIGNATURE PAGE FOLLOWS]



**EXHIBIT “B-2”**

**COST SHEET**

[%] TPA Administrative Fee– per net paid claim is 20%

[\$\$] Fixed Claim Adjudication Fee– per claim is \$40.00

Non-contracted provider claims will be processed in accordance with the State of Florida House Bill 4059 (2026) for Polk County at the rate of 110% of the Medicare Physician Fee Schedule/OPPS/IPPS. Pricing must reflect the specific Geographic Practice Cost Index (GPCI) for the local jurisdiction (Loc: 99).

- If the non-contracted provider’s negative operating margin is validated by the Agency for Healthcare Administration (AHCA), may invoice at 125% of the Medicare Physician Fee Schedule/OPPS/IPPS.
- The non-contracted provider may use a higher rate if a separate contract with the County permits them to do so.