

**MEDICAL SERVICES AGREEMENT
FOR DURABLE MEDICAL EQUIPMENT**

This Agreement (“Agreement”) is made effective from the 1st day of December, 2023 (“Effective Date”) by and between Medi-Healthcare, Inc., (“Durable Medical Equipment Entity”), and Polk County, a political subdivision of the State of Florida (“COUNTY”) (Durable Medical Equipment Entity and COUNTY shall be jointly referred to herein as the “Parties”).

WITNESSETH:

WHEREAS, the County has an indigent health care plan, hereinafter known as the Polk HealthCare Plan (further defined herein and hereinafter referred to as the “Plan”), and wishes to arrange for the provision of durable medical equipment to certain eligible County residents (“Members”); and

WHEREAS, the County desires to engage the Durable Medical Equipment Entity to deliver, or arrange for the delivery of medical supplies to the Members of its Plan; and

WHEREAS, the Durable Medical Equipment Entity is willing to deliver or arrange for the delivery of such supplies on the terms specified herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 Claim. A statement of services submitted to the County, or its designated third party administrator, by the Durable Medical Equipment Entity following the provision of Covered Services to a Member that shall include the Member’s demographics, diagnosis or diagnoses (ICD10 Codes), date(s) of service, CPT/HCPCS codes, place of service, authorization number if required, referring provider if applicable, and the member name, member address, member date of birth, Plan eleven-digit member identification number to be paid for services rendered to the Member submitted on an approved CMS 1500 Form.

1.2 County. The designated division of the county government of Polk County, Florida, Polk HealthCare Plan, Health and Human Services Division or its authorized agent as applicable.

1.3 County Notice. A communication by the County to the Durable Medical Supply Entity informing the Medical Supplies Entity of the terms of the Plan, modifications to the Plan, and any other information relevant to the provision of Covered Services pursuant to this Agreement.

1.4 Covered Services. Medical supplies to be delivered by or through Durable Medical Equipment Entity to Members pursuant to this Agreement.

1.5 Payer. The entity or organization directly responsible for the payment of Covered Services to the Durable Medical Equipment Entity under the Plan.

1.6 Polk HealthCare Plan (the “Plan”). A government assistance program to provide health care services, which is funded by a discretionary sales surtax (as authorized pursuant to F.S. 212.055(7)) and administered by the County for the benefit of Members, as it may be modified from time to time, and all the terms, conditions, limitations, exclusions, benefits, rights, and obligations thereof to which County and Members are subject.

1.7 Polk HealthCare Plan Members. Any individual(s) who has/have been determined eligible by the County and is/are enrolled in the Plan.

1.8 Protected Health Information (PHI). Information that is (a) created or received by a Durable Medical Equipment Entity; (b) relates to: (1) the past, present, or future physical or mental health or condition of an individual;

(2) the provision of health care to an individual; or (3) the past, present, or future payment for the provision of health care to an individual; and (c) identifies the individual or there is a reasonable basis to believe the information can be used to identify the individual. PHI does not include information excluded from HIPAA's definition of "protected health information" in 45 C.F.R. 160.103.

1.9 Total Compensation. The total amount payable by Payer for Covered Services furnished pursuant to this Agreement. The Total Compensation is defined herein pursuant to EXHIBIT A, attached hereto, and incorporated into this Agreement by reference.

ARTICLE II **DELIVERY OF SERVICES**

2.1 Covered Services. The Durable Medical Equipment Entity shall provide or arrange for the Members to receive the items of Durable Medical Equipment that are identified in EXHIBIT A, attached hereto and made a part of this Agreement by reference.

2.2 Verification of Members. In order to guarantee payment, the Durable Medical Equipment Entity shall utilize a Member's identification card, which has been chosen by the County to verify and confirm that Member's eligibility for Covered Services prior to rendering any such Covered Services pursuant to the instructions provided in EXHIBIT B attached hereto and made a part of this Agreement by reference.

ARTICLE III **COMPENSATION AND RELATED TERMS**

3.1 Compensation. The Durable Medical Equipment Entity shall accept the Total Compensation as full payment for the provision of Covered Services.

3.2 Billing for Covered Services. The Durable Medical Equipment Entity shall submit a Claim to the County's third party administrator and, in the event the Claim is consistent with the compensation terms under EXHIBIT A, the third party administrator shall pay the Durable Medical Equipment Entity for Covered Services rendered to Members in accordance with the terms of this Agreement. The Durable Medical Equipment Entity shall arrange for all Claims for Covered Services to be submitted to the County's third party administrator within one hundred and eighty (180) days from the date of service. If additional information is required or needed by the County's third party administrator to evaluate or validate the original Claim submitted by the Durable Medical Equipment Entity for payment, the Durable Medical Equipment Entity will have an additional ninety (90) days from the date of the initial claim denial to resubmit a corrected claim. The Durable Medical Equipment Entity shall submit such claims on a billing form CMS-1500. If the Durable Medical Equipment Entity does not submit a Claim to the County's third party administrator in a timely manner, the County's third party administrator may, at its discretion, deny payment.

3.3 Promptness of Payment. The County's third party administrator shall remit to the Durable Medical Equipment Entity the County's portion of the Total Compensation, as specified in EXHIBIT A, within forty-five (45) days of receipt of a Claim by the Durable Medical Equipment Entity. This Claim shall be sufficient in detail so that the County's third party administrator is able to reasonably determine the amount to be paid. If additional information is required or needed by the County's third party administrator to evaluate or validate the original Claim submitted by the Durable Medical Equipment Entity for payment, the Durable Medical Equipment Entity will have an additional ninety (90) days from the date of the initial claim denial to resubmit a corrected claim.

The County's third party administrator shall affirm and pay any valid claims within forty-five (45) days of receipt of such additional information. All payments to the Durable Medical Equipment Entity shall be considered final unless adjustments are requested, in writing to the County's third party administrator by the Durable Medical Equipment Entity within ninety (90) days following receipt of the payment explanation from the Payer.

If payment has been made to the Durable Medical Equipment Entity by the County's third party administrator for a non-covered service, the Durable Medical Equipment Entity shall promptly refund such payment provided written notice of payment for such non-covered service has been made by the County within ninety (90) days of receipt of the Durable Medical Equipment Entity's Claim.

For purpose of payment, "prompt payment" may be defined as "within ninety (90) days." The Durable Medical Equipment Entity agrees that it shall not bill and collect any amount pursuant to this Agreement for charges incurred by Members to the extent that such charges result from an error made by the Durable Medical Equipment Entity. An error shall include, but not be limited to, duplicate billing for a Covered Service provided only once and any services which were not actually rendered. If the County's administrator concludes that such an erroneous billing or collection has been made, the County's third party administrator shall notify the Durable Medical Equipment Entity of the error. Upon receipt of this notification, the Durable Medical Equipment Entity shall promptly withdraw the billing or that part which is in error or reimburse the County or its third party administrator for such amounts already paid to the Durable Medical Equipment Entity pursuant to the erroneous billing.

ARTICLE IV **DURABLE MEDICAL EQUIPMENT ENTITY'S OBLIGATION**

4.1 **Licensed/Good Standing.** The Durable Medical Equipment Entity represents that it and its staff hold and maintain all unencumbered licenses, registrations, and certifications, if any, which the State of Florida requires for it to provide durable medical equipment and, if such Durable Medical Equipment Entity is an entity, such entity is registered and in good standing in the State of Florida. Failure to maintain any required license, registration, certification or other requirement for it to provide the Durable Medical Equipment will be grounds for immediate termination of this Agreement under Section 8.2.

4.2 **Nondiscrimination.** The Durable Medical Equipment Entity agrees that it shall not differentiate or discriminate in its provision of Covered Services to Members because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, income, health status, disability, or age. Further, the Durable Medical Equipment Entity agrees that it shall render Covered Services to Members in the same manner, in accordance with the same standards, and within the same time availability as such services are offered to patients not associated with the Plan and consistent with medical ethics and applicable legal requirements for providing continuity of care.

4.3 **Standards.** Covered Services provided by or arranged for by the Durable Medical Equipment Entity shall be delivered only by personnel qualified by licensure, training, or experience to discharge their responsibilities and operate their facility in a manner that complies with generally accepted standards in the industry.

4.4 **Employment Eligibility Verification (E-Verify)**

- a. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.
- b. Pursuant to Section 448.095 (5), Florida Statutes, the contractor hereto, and any subcontractor thereof must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Florida Statutes, is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.
- c. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Florida Statutes, the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Florida Statutes, such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of

Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Florida Statutes, by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

4.5 Authority. The Durable Medical Equipment Entity shall, and hereby does, represent and warrant that it has full legal power and authority to bind its staff to the provisions of this Agreement. The Durable Medical Equipment Entity shall communicate with its staff regarding all matters relating to this Agreement and the services to be performed hereunder.

4.6 Administrative Procedures. The Durable Medical Equipment Entity and each of its staff shall comply with the policies and procedures established by the County and pursuant to the Plan, to the extent the Durable Medical Equipment Entity has received notice of the same, consistent with the terms of this Agreement.

4.7 Use of Names for Marketing. The Durable Medical Equipment Entity shall permit the County to utilize the name, address, and telephone number in the County's list of Durable Medical Equipment Entities, which will be distributed to Members. Such rights shall not extend to the listing of the Durable Medical Equipment Entity in any newspaper, radio, or television advertising without receiving the prior written consent of said Durable Medical Equipment Entity. Time is of the essence and approval will not be unreasonably withheld.

4.8 Noninterference with Care. Nothing in this Agreement is intended to create (nor shall be construed or deemed to create) any right of the County to intervene in any manner in the methods or means by which the Durable Medical Equipment Entity renders durable medical equipment services to Members. Nothing herein shall be construed to require the Durable Medical Equipment Entity to take any action inconsistent with professional judgment concerning the durable medical equipment services to Members.

4.9 Health Insurance Portability and Accountability Act (HIPAA). The Durable Medical Equipment Entity warrants that it is in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the provisions of the Privacy and Security Rule adopted by the Department of Health and Human Services ("HHS").

ARTICLE V **COUNTY'S OBLIGATIONS**

5.1 Deemed Notification. The County shall notify the Durable Medical Equipment Entity in writing of all policies, procedures, rules, regulations, and schedules, that the County considers material to the performance of this Agreement and relevant amendments. Except in the event of emergency, or unless the County directs otherwise in writing, thirty (30) days from the date of notification will be considered sufficient notice to effect a change in policy under the Plan.

5.2 Appeal of a Claim Denial. For denial of payment of Claims, the Durable Medical Equipment Entity will have sixty (60) days from the date of the final denial of a Claim to submit an appeal of the denial. "Final denial" of a Claim will occur upon the completion of the ninety (90) day period that the Durable Medical Equipment Entity is afforded to resubmit a corrected Claim, if no corrected Claim is provided in such 90-day time period or if the corrected Claim is subsequently denied and an additional ninety (90) day period has elapsed without further corrected Claim submitted by the Durable Medical Equipment Entity. The appeals decision whether to uphold or overturn a Claim appeal will be communicated to the Durable Medical Equipment Entity within forty-five (45) days from the date the Durable Medical Equipment Entity submitted the appeal using an Explanation of Payment form ("EOP").

5.3 Grievances. The County shall establish and maintain systems to process and resolve any grievance the Durable Medical Equipment Entity has against the County.

5.4 Health Insurance Portability and Accountability Act (HIPAA). The County warrants that it is in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the provisions of the Privacy and Security Rule adopted by the Department of Health and Human Services ("HHS").

ARTICLE VI INSURANCE

6.1 Durable Medical Equipment Entity Insurance. The Durable Medical Equipment Entity shall maintain, at all times, in limits and amounts as required by Florida law, a professional liability insurance policy and other insurance or other liability bond as shall be necessary to insure it against any claim for damages arising directly or indirectly in connection with the performance or nonperformance of any services furnished to Members. A Certificate of Insurance, reflecting the minimal insurance coverage shall be provided to the County and Durable Medical Equipment Entity prior to commencement of this Agreement.

ARTICLE VII INDEMNIFICATION

7.1 Indemnification. The Durable Medical Equipment Entity shall indemnify and hold harmless the County, its agents, officers, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the County, its agents, officers, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any action of commission, omission, negligence or fault of the Durable Medical Equipment Entity, or any of its equipment providers committed in connection with this Agreement, the Durable Medical Equipment Entity's performance hereof or any work and Covered Services performed hereunder. The Durable Medical Equipment Entity shall indemnify and hold harmless the County, its agents, officers, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description arising from, based upon or growing out of the violation of any Federal, State, County or City law, ordinance, rule or regulation by the Durable Medical Equipment Entity, or any of its equipment providers.

ARTICLE VIII TERM AND TERMINATION

8.1 Term. This Agreement shall commence as of the Effective Date and shall be ongoing unless terminated upon sixty (60) days' prior written notice by either party to the other, or until terminated pursuant to this Article.

8.2 Termination for Cause. In the event either party shall fail to keep, observe, or perform any covenant, term, or provision of this Agreement applicable to such party, the other party shall give the defaulting party written notice that specifies the nature of said default. If the defaulting party fails to cure such default within thirty (30) days after receipt of such notice, the non-defaulting party may terminate this Agreement upon five (5) days' written notice. It shall be grounds for immediate termination if the County loses its ability to underwrite or administer the Plan or if any Durable Medical Equipment Provider suffers a loss or suspension of license, a conviction of a felony, or a loss of credentials for stated quality reasons under the Plan.

8.3 Voluntary Termination. At any time during the term of this Agreement, this Agreement may be terminated for any reason, with or without cause, by either party upon written notice given at least sixty (60) days in advance of the effective date of termination.

8.4 Termination for Failure to Satisfy Financial Obligations. If either party or a Payer is (a) more than sixty (60) days behind in its financial obligations to its creditors, or (b) files in any court of competent jurisdiction: (1) a petition in bankruptcy, (2) a petition for protection against creditors, (c) has such a petition filed against it that is not discharged within ninety (90) days, or (d) files or makes an assignment for the benefit of creditors, this Agreement may be terminated by the other party in its entirety or with respect to the Payer upon five (5) days' written notice.

8.5 Termination of Scrutinized Companies: This Contract may be terminated at the option of the County if the Durable Medical Equipment Entity is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. In addition, this Contract may be terminated at the option of County if the Durable Medical Equipment Entity is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes; has 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 has been engaged in business operations in Cuba or Syria.

8.6 Effect of Termination. This Agreement shall remain in full force and effect during the period between the date that notice of termination is given and the effective date of such termination. As of the date of termination of this Agreement, this Agreement shall be of no further force and effect, and each of the parties hereto shall be discharged from all rights, duties, and obligations under this Agreement.

ARTICLE IX **DISPUTE RESOLUTION**

9.1 Initial Mediation of Dispute. In the event of a dispute between the parties to this Agreement, the following procedure shall be used to resolve the dispute prior to either party pursuing other remedies:

- a. A meeting shall be held within seven (7) days at which all parties or party representatives will be present or represented by individuals (the "Initial Meeting").
- b. If, within thirty (30) days following the Initial Meeting, the parties have not resolved the dispute, the dispute shall be submitted to mediation directed by a mediator mutually agreeable to the parties and not regularly contracted or employed by either of the parties ("Mediation"). Each party shall bear its proportionate share of the costs of Mediation, including the mediator's fee.
- c. The parties agree to negotiate in good faith in the Initial Meeting and in Mediation.

9.2 Legal Remedies. If, after a period of sixty (60) days following commencement of Mediation, the parties are unable to resolve the dispute, either party may pursue all available legal and equitable remedies. Each party shall be responsible for its own attorneys' fees and costs, including attorneys' fees, costs, and expenses incurred for any appellate proceedings.

ARTICLE X **MISCELLANEOUS**

10.1 Nature of Durable Medical Equipment Entity. In the performance of the work, duties and obligations of the Durable Medical Equipment Entity under this Agreement, it is mutually understood and agreed that the Durable Medical Equipment Entity and each of its staff are at all times acting and performing as independent Durable Medical Equipment Entities, and under no circumstances shall the Durable Medical Equipment Entity or any of its staff be deemed employees of the County.

10.2 Public Entity Crimes. Durable Medical Equipment Entity certifies compliance with Paragraph (2)(a) of Section 287.133, Florida Statutes, as amended from time to time, which provides that a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Durable Medical Equipment Entity, supplier, sub Durable Medical Equipment Entity, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list." The Durable Medical Equipment Entity acknowledges that this Agreement shall be void if they have violated the above-referenced statute. Additionally, the Durable Medical Equipment Entity shall ensure compliance with the U.S. Department of Health Office of Inspector General Medicare/Medicaid fraud, waste, and abuse requirements.

10.3 Public Meetings and Records.

- a. The Durable Medical Equipment Entity acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Durable Medical Equipment Entity further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Durable Medical Equipment Entity shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

b. Without in any manner limiting the generality of the foregoing, to the extent applicable, the Durable Medical Equipment Entity acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, 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, Florida Statutes, 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 term of this Agreement and following completion of this Agreement if the Durable Medical Equipment Entity does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Durable Medical Equipment Entity or keep and maintain public records required by the County to perform the service. If the Durable Medical Equipment Entity transfers all public records to the County upon completion of this Agreement, the Durable Medical Equipment Entity shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Durable Medical Equipment Entity keeps and maintains public records upon completion of this Agreement, the Durable Medical Equipment Entity shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

c. **IF THE DURABLE MEDICAL EQUIPMENT ENTITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DURABLE MEDICAL EQUIPMENT ENTITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

10.4 Additional Assurances. The provisions of this Agreement shall be self-operative and shall require no further agreement by the parties except as may be specifically provided in this Agreement. However, at the request of either party, the other party shall execute such additional instruments and make such additional acts as may be reasonably requested in order to effectuate this Agreement. Additional instruments require agreement by both parties.

10.5 Governing Law. This Agreement shall be governed by and construed in accordance with the applicable Federal laws and regulations, laws of the State of Florida and local ordinance. Venue will be in Polk County, Florida, or in the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

10.6 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and assigns. The County may not assign this Agreement without the Durable Medical Equipment Entity's prior written consent except that the County may assign this Agreement to an

entity related to the County by ownership or control or to any successor organization without the Durable Medical Equipment Entity's prior written consent. The Durable Medical Equipment Entity may not assign this Agreement without the County's prior written consent, except that the Durable Medical Equipment Entity may assign this Agreement to an entity related to the Durable Medical Equipment Entity by ownership or control or to any successor organization without the County's prior written consent.

10.7 Waiver. No waiver by either party of any breach or violation of any provision of this Agreement shall operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provisions.

10.8 Force Majeure. Neither party shall be liable for nor deemed to be in default for any delay or failure to perform under this Agreement deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, failure of transportation, strikes or other work interruptions by either party's employees or any other cause beyond the reasonable control of either party.

10.9 Time is of the Essence. Time is of the essence in this Agreement. The parties shall perform their obligations within the time specified.

10.10 Notice. Any notice, demand or communication required, permitted, or desired to be given pursuant to this Agreement shall be deemed effectively given when personally delivered or sent by fax with copy sent by overnight courier, addressed as follows:

DURABLE MEDICAL EQUIPMENT ENTITY:
Robert Slama
Medi-Healthcare, Inc.
401 Bartow Road
Lakeland, FL 33801
Tel 863-686-0300

COUNTY:
Paula McGhee, Provider Services Manager
Health and Human Services Division
Polk HealthCare Plan
Polk County, Board of County Commissioners
2135 Marshall Edwards Drive
Bartow, FL 33830-6757
Tel 863-519-2003

or to such other address as such party has specified by notice in writing to the other party. Notice shall be deemed to have been duly given when: (a) received, if personally delivered; (b) the day after it is sent, if sent by recognized expedited delivery service; or (c) three (3) days after it is sent, if mailed, first class mail, postage prepaid.

10.11 Entire Agreement. This Agreement is the entire agreement between the parties, and it may not be modified or amended except by agreement in writing between the parties hereto.

10.12 Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES' SIGNATURES.

IN WITNESS WHEREOF, the parties hereto duly execute this Agreement as of the Effective Date.

DURABLE MEDICAL EQUIPMENT ENTITY
Medi-HealthCare, Inc.

POLK COUNTY, a political subdivision of the
State of Florida

BY: Robert Slama.
Robert Slama

BY: _____
George M. Lindsey, III, Chairman

DATE: 10-23-2023

DATE: _____

Laney McAffee
WITNESS

ATTEST: Stacy M. Butterfield, Clerk

[Signature]
WITNESS

BY: _____
Deputy Clerk

Reviewed as to form and legal sufficiency:

County Attorney's Office

**EXHIBIT A
TOTAL COMPENSATION**

**Specialty Care Provider Services
DURABLE MEDICAL EQUIPMENT**

- I. Provider Reimbursement:** The Plan shall compensate the Durable Medical Equipment Entity for Covered Services in accordance with the Fee Schedule below. Plan Year is October 1^e to September 30th for benefit and limit purposes.

Description	HCPCS	Mod	Established Rate	Reimbursement and Service Limits
Lg vol nebulizer disposable	A7007	NU	\$4.63	36 PER YEAR
Disposable nebulizer prefill	A7008	NU	\$10.38	36 PER YEAR
Nebulizer reservoir bottle	A7009	NU	\$43.33	1 PER YEAR
Disposable corrugated tubing	A7010	NU	\$22.26	12 PER YEAR
Nebulizer water collec devic	A7012	NU	\$4.00	12 PER YEAR
Disposable compressor filter	A7013	NU	\$0.78	372 PER YEAR
Compressor nondispos filter	A7014	NU	\$4.82	12 PER YEAR
Aerosol mask used w nebulize	A7015	NU	\$2.09	12 PER YEAR
Nebulizer dome & mouthpiece	A7016	NU	\$7.24	12 PER YEAR
Nebulizer not used w oxygen	A7017	NU	\$148.77	1 PER YEAR
Combination oral/nasal mask	A7027	NU	\$199.07	1 PER YEAR
Repl oral cushion combo mask	A7028	NU	\$55.00	1 PER YEAR
Repl nasal pillow comb mask	A7029	NU	\$22.46	1 PER YEAR
Cpap full face mask	A7030	NU	\$180.47	1 PER YEAR
Replacement facemask interfa	A7031	NU	\$66.75	1 PER YEAR
Replacement nasal cushion	A7032	NU	\$38.77	1 PER YEAR
Replacement nasal pillows	A7033	NU	\$27.18	1 PER YEAR
Nasal application device	A7034	NU	\$112.53	1 PER YEAR
Pos airway press headgear	A7035	NU	\$33.18	1 PER YEAR
Pos airway press chinstrap	A7036	NU	\$14.79	1 PER YEAR
Pos airway pressure tubing	A7037	NU	\$36.67	1 PER YEAR
Pos airway pressure filter	A7038	NU	\$4.91	1 PER YEAR
Filter, non disposable w pap	A7039	NU	\$12.46	1 PER YEAR
One way chest drain valve	A7040		\$45.15	1 PER YEAR
Water seal drain container	A7041		\$84.83	1 PER YEAR
Pap oral interface	A7044	NU	\$115.67	1 PER YEAR
Cane adjust/fixd with tip	E0100	NU	\$23.39	1 PER YEAR
Cane adjust/fixd with tip	E0100	RR	\$5.60	6 PER YEAR
Cane adjust/fixd quad/3 pro	E0105	NU	\$54.52	1 PER YEAR
Cane adjust/fixd quad/3 pro	E0105	RR	\$8.36	6 PER YEAR
Crutch forearm pair	E0110	NU	\$80.67	1 PER YEAR
Crutch forearm pair	E0110	RR	\$15.96	6 PER YEAR
Crutch forearm each	E0111	NU	\$50.24	1 PER YEAR
Crutch forearm each	E0111	RR	\$7.96	6 PER YEAR
Crutch underarm pair wood	E0112	NU	\$34.91	1 PER YEAR
Crutch underarm pair wood	E0112	RR	\$9.38	6 PER YEAR
Crutch underarm each wood	E0113	NU	\$19.94	1 PER YEAR
Crutch underarm each wood	E0113	RR	\$4.85	6 PER YEAR
Crutch underarm pair no wood	E0114	NU	\$46.23	1 PER YEAR
Crutch underarm pair no wood	E0114	RR	\$8.08	6 PER YEAR
Crutch underarm each no wood	E0116	NU	\$26.18	1 PER YEAR
Crutch underarm each no wood	E0116	RR	\$5.10	6 PER YEAR
Underarm springassist crutch	E0117	RR	\$21.38	6 PER YEAR

EXHIBIT A
TOTAL COMPENSATION

Description	HCPCS	Mod	Established Rate	Reimbursement and Service Limits
Walker rigid adjust/fixed ht	E0130	NU	\$67.19	1 PER YEAR
Walker rigid adjust/fixed ht	E0130	RR	\$16.08	6 PER YEAR
Walker folding adjust/fixed	E0135	NU	\$80.21	1 PER YEAR
Walker folding adjust/fixed	E0135	RR	\$16.50	6 PER YEAR
Walker w trunk support	E0140	NU	\$345.08	1 PER YEAR
Walker w trunk support	E0140	RR	\$34.52	6 PER YEAR
Rigid wheeled walker adj/fix	E0141	NU	\$109.85	1 PER YEAR
Rigid wheeled walker adj/fix	E0141	RR	\$21.41	6 PER YEAR
Walker folding wheeled w/o s	E0143	NU	\$108.12	1 PER YEAR
Walker folding wheeled w/o s	E0143	RR	\$20.66	6 PER YEAR
Enclosed walker w rear seat	E0144	RR	\$30.48	6 PER YEAR
Walker variable wheel resist	E0147	NU	\$549.90	1 PER YEAR
Walker variable wheel resist	E0147	RR	\$55.00	6 PER YEAR
Heavyduty walker no wheels	E0148	NU	\$121.56	1 PER YEAR
Heavyduty walker no wheels	E0148	RR	\$12.17	6 PER YEAR
Heavy duty wheeled walker	E0149	NU	\$213.53	1 PER YEAR
Heavy duty wheeled walker	E0149	RR	\$21.36	6 PER YEAR
Sitz bath chair	E0162	RR	\$16.96	6 PER YEAR
Commode chair with fixed arm	E0163	RR	\$27.10	6 PER YEAR
Commode chair with detacharm	E0165	RR	\$20.62	6 PER YEAR
Commode chair pail or pan	E0167	RR	\$1.18	6 PER YEAR
Heavyduty/wide commode chair	E0168	RR	\$16.74	6 PER YEAR
Hospital bed var ht w/ matr	E0255	RR	\$107.42	6 PER YEAR
Hospital bed var ht w/o matt	E0256	RR	\$75.47	6 PER YEAR
Hosp bed semi-electr w/ matt	E0260	RR	\$134.38	6 PER YEAR
Hosp bed semi-electr w/o mat	E0261	RR	\$111.36	6 PER YEAR
Hosp bed total electr w/ mat	E0265	RR	\$162.55	6 PER YEAR
Hosp bed total elec w/o matt	E0266	RR	\$144.42	6 PER YEAR
Mattress innerspring	E0271	RR	\$18.76	6 PER YEAR
Mattress foam rubber	E0272	RR	\$18.27	6 PER YEAR
Rad w/o backup non-inv intrfc	E0470	RR	\$222.84	6 PER YEAR
Rad w/backup non inv intrfc	E0471	RR	\$522.19	6 PER YEAR
Rad w backup invasive intrfc	E0472	RR	\$522.19	6 PER YEAR
Nebulizer with compression	E0570	RR	\$17.87	6 PER YEAR
Aerosol compressor adjust pr	E0572	RR	\$38.92	6 PER YEAR
Cont airway pressure device	E0601	RR	\$90.84	6 PER YEAR
Manual adult wc w tiltinpac	E1161	RR	\$262.62	6 PER YEAR
Oxygen supplies regulator	E1353		\$31.44	1 PER YEAR
Oxygen supplies stand/rack	E1355		\$23.68	1 PER YEAR
Oxy suppl heater for nebuliz	E1372	NU	\$153.81	1 PER YEAR
Oxy suppl heater for nebuliz	E1372	RR	\$22.36	6 PER YEAR
Oxygen concentrator	E1390	RR	\$180.92	6 PER YEAR
Oxygen concentrator, dual	E1391	RR	\$180.92	6 PER YEAR
Portable oxygen concentrator	E1392	RR	\$51.63	6 PER YEAR
O2/water vapor enrich w/heat	E1405	RR	\$218.48	6 PER YEAR
O2/water vapor enrich w/o he	E1406	RR	\$198.79	6 PER YEAR
Sps elbow device	E1801	RR	\$131.07	6 PER YEAR
Adjust wrist ext/flex device	E1805	RR	\$119.20	6 PER YEAR
Sps wrist device	E1806	RR	\$107.59	6 PER YEAR
Adjust knee ext/flex device	E1810	RR	\$117.54	6 PER YEAR
Sps knee device	E1811	RR	\$136.29	6 PER YEAR

**EXHIBIT A
TOTAL COMPENSATION**

Description	HCPCS	Mod	Established Rate	Reimbursement and Service Limits
Knee ext/flex w act res ctrl	E1812	RR	\$95.44	6 PER YEAR
Adjust ankle ext/flex device	E1815	RR	\$119.20	6 PER YEAR
Sps ankle device	E1816	RR	\$138.42	6 PER YEAR
Sps forearm device	E1818	RR	\$141.34	6 PER YEAR
Standard wheelchair	K0001	RR	\$51.53	6 PER YEAR
Heavy duty wheelchair	K0006	RR	\$118.33	6 PER YEAR
Thor rib belt custom fabrica	L0220		\$109.61	1 PER YEAR
Tlso flex trunk/thor pre ots	L0450		\$180.95	1 PER YEAR
Lo flex l1-below l5 pre ots	L0625		\$53.03	1 PER YEAR
Lo sag rig pnl stays pre cst	L0626		\$75.02	1 PER YEAR
Lo sag ri an/pos pnl pre cst	L0627		\$395.59	1 PER YEAR
Lso flex no ri stays pre ots	L0628		\$80.71	1 PER YEAR
Afo sprng wir drsflx calf bd	L1900		\$270.68	1 PER YEAR
Afo ankle gauntlet pre ots	L1902		\$73.52	1 PER YEAR
Afo multilig ank sup pre ots	L1906		\$122.98	1 PER YEAR
Afo w/ankle joint, prefab	L1971		\$451.07	1 PER YEAR
Limited motion knee joint	L2184		\$147.82	1 PER YEAR
Adj motion knee jnt lerman t	L2186		\$163.81	1 PER YEAR
Torsion straight knee joint	L2380		\$110.18	1 PER YEAR
Knee joint drop lock ea jnt	L2405		\$83.91	1 PER YEAR
Knee joint cam lock each joi	L2415		\$116.91	1 PER YEAR
Knee control full kneecap	L2795		\$76.05	1 PER YEAR
Knee cap medial or lateral p	L2800		\$95.46	1 PER YEAR
Knee control condylar pad	L2810		\$69.90	1 PER YEAR
Soft interface below knee se	L2820		\$77.72	1 PER YEAR
Soft interface above knee se	L2830		\$87.40	1 PER YEAR
Who w/o joints cf	L3906		\$369.46	1 PER YEAR
Who cock-up nonmolde pre ots	L3908		\$52.47	1 PER YEAR
Metacarp fx orthosis pre cst	L3917		\$92.52	1 PER YEAR
Metacarp fx orthosis pre ots	L3918		\$92.52	1 PER YEAR
Ho w/o joints cf	L3919		\$237.22	1 PER YEAR
Hfo w/joint(s) cf	L3921		\$281.30	1 PER YEAR
Hfo without joints pre cst	L3923		\$76.18	1 PER YEAR
Hfo without joints pre ots	L3924		\$76.18	1 PER YEAR
Fo pip dip jnt/sprng pre ots	L3925		\$46.27	1 PER YEAR
Upper ext fx orthosis wrist	L3984		\$357.05	1 PER YEAR
Ankle control ortho pre ots	L4350		\$94.11	1 PER YEAR
Non-pneum walk boot pre cst	L4386		\$152.58	1 PER YEAR
Miniature knee joint	L5826		\$3,011.15	1 PER YEAR
Disconnect locking wrist uni	L6615		\$182.73	1 PER YEAR
Disconnect insert locking wr	L6616		\$67.71	1 PER YEAR
Flexion/extension wrist unit	L6620		\$292.35	1 PER YEAR
Stainless steel any wrist	L6630		\$205.49	1 PER YEAR
Term dev modifier wrist unit	L6805		\$324.41	1 PER YEAR
Cast sup body cast plaster	Q4001		\$48.57	1 PER YEAR
Cast sup body cast fiberglas	Q4002		\$183.53	1 PER YEAR
Cast sup shoulder cast plstr	Q4003		\$34.88	1 PER YEAR
Cast sup shoulder cast fbrgl	Q4004		\$120.74	1 PER YEAR
Cast sup long arm adult plst	Q4005		\$12.86	1 PER YEAR
Cast sup long arm adult fbrg	Q4006		\$28.98	1 PER YEAR
Cast sup long arm ped plaster	Q4007		\$6.44	1 PER YEAR

EXHIBIT A
TOTAL COMPENSATION

Description	HCPCS	Mod	Established Rate	Reimbursement and Service Limits
Cast sup long arm ped fbrgls	Q4008		\$14.48	1 PER YEAR
Cast sup sht arm adult plstr	Q4009		\$8.59	1 PER YEAR
Cast sup sht arm adult fbrgl	Q4010		\$19.33	1 PER YEAR
Cast sup sht arm ped plaster	Q4011		\$4.28	1 PER YEAR
Cast sup sht arm ped fbrglas	Q4012		\$9.67	1 PER YEAR
Cast sup gauntlet plaster	Q4013		\$15.63	1 PER YEAR
Cast sup gauntlet fiberglass	Q4014		\$26.36	1 PER YEAR
Cast sup gauntlet ped plster	Q4015		\$7.83	1 PER YEAR
Cast sup gauntlet ped fbrgls	Q4016		\$13.17	1 PER YEAR
Cast sup lng arm splint plst	Q4017		\$9.04	1 PER YEAR
Cast sup lng arm splint fbrg	Q4018		\$14.40	1 PER YEAR
Cast sup lng arm splnt ped p	Q4019		\$4.53	1 PER YEAR
Cast sup lng arm splnt ped f	Q4020		\$7.22	1 PER YEAR
Cast sup sht arm splint plst	Q4021		\$6.69	1 PER YEAR
Cast sup sht arm splint fbrg	Q4022		\$12.07	1 PER YEAR
Cast sup sht arm splnt ped p	Q4023		\$3.36	1 PER YEAR
Cast sup sht arm splnt ped f	Q4024		\$6.04	1 PER YEAR
Cast sup hip spica plaster	Q4025		\$37.49	1 PER YEAR
Cast sup hip spica fiberglass	Q4026		\$117.07	1 PER YEAR
Cast sup hip spica ped plstr	Q4027		\$18.76	1 PER YEAR
Cast sup hip spica ped fbrgl	Q4028		\$58.56	1 PER YEAR
Cast sup long leg plaster	Q4029		\$28.67	1 PER YEAR
Cast sup long leg fiberglass	Q4030		\$75.48	1 PER YEAR
Cast sup lng leg ped plaster	Q4031		\$14.33	1 PER YEAR
Cast sup lng leg ped fbrgls	Q4032		\$37.74	1 PER YEAR
Cast sup lng leg cylinder pl	Q4033		\$26.75	1 PER YEAR
Cast sup lng leg cylinder fb	Q4034		\$66.52	1 PER YEAR
Cast sup lngleg cylndr ped p	Q4035		\$13.37	1 PER YEAR
Cast sup lngleg cylndr ped f	Q4036		\$33.27	1 PER YEAR
Cast sup shrt leg plaster	Q4037		\$16.31	1 PER YEAR
Cast sup shrt leg fiberglass	Q4038		\$40.87	1 PER YEAR
Cast sup shrt leg ped plster	Q4039		\$8.17	1 PER YEAR
Cast sup shrt leg ped fbrgls	Q4040		\$20.43	1 PER YEAR
Cast sup lng leg splnt plstr	Q4041		\$19.84	1 PER YEAR
Cast sup lng leg splnt fbrgl	Q4042		\$33.87	1 PER YEAR
Cast sup lng leg splnt ped p	Q4043		\$9.93	1 PER YEAR
Cast sup lng leg splnt ped f	Q4044		\$16.94	1 PER YEAR
Cast sup sht leg splnt plstr	Q4045		\$11.52	1 PER YEAR
Cast sup sht leg splnt fbrgl	Q4046		\$18.52	1 PER YEAR
Cast sup sht leg splnt ped p	Q4047		\$5.74	1 PER YEAR
Cast sup sht leg splnt ped f	Q4048		\$9.27	1 PER YEAR
Finger splint, static	Q4049		\$2.10	1 PER YEAR

