

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this 1 day of October, 2021 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and BayCare Home Care, Inc, (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 21-0445-P (“RFP”) for Homecare and Durable Medical Equipment services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. “Agreement” means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced by the Health Insurance Portability and Accountability Act (HIPAA) regulations as Protected Health Information, and any other information designated in writing by the County as County Confidential Information.

C. “Contractor Confidential Information” means any Contractor information that is (a) designated as confidential; (b) technical, business, financial, pricing and other data and/or information of the Contractor that is disclosed/transmitted to or otherwise received/retrieved by the County, whether orally or in writing; (c) patient information; and/or (d) other non-publicly available information related to the Contractor’s business or operations; and/or (e) exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. **Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date.

3. **Services.**

A. **Services.** The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Director of the Human Services Department.

C. **Additional Services.** From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"). Any Additional Services to be performed shall be agreed upon in writing and signed by both parties. Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. **De-scoping of Services.** The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon receipt of the written notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification. The County shall be financially responsible for Services performed prior to termination of such Services. If the County de-scopes Services while Contractor is providing those de-scoped Services to patients, the Services shall remain in scope through the end of each individual patient's episode of care, as approved by the Contractor.

E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement. This Agreement shall create an independent contractor relationship between the Parties. Nothing in this Agreement shall be deemed to create a joint venture, partnership, agency, employment, or similar relationship. Neither Party has authority to enter into any contract or incur any other obligation on behalf or in the name of the other Party. Each Party will be solely responsible for all the acts, inactions, and/or claims relating to itself and its employees, agents, and/or subcontractors including, but not limited to: compliance with laws governing workers' compensation, Social Security, and withholding; payment of any and all federal, state and local personal income taxes; disability insurance; unemployment; and any other taxes for such persons.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on October 1, 2021 and shall remain in full force and for sixty (60) months, or until termination of the Agreement, whichever occurs first. County will reimburse Contractor for services provided prior to the execution of this Agreement and following the expiration of the Funding Agreement between County and Contractor, initially executed September 13, 2018, and subsequently renewed thereafter. Reimbursement for services provided during this lapse in contractual coverage shall be at the rate set forth in Section 5 of this Agreement.

B. Term Extension.

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement. The Contractor shall not be obligated to perform Services without compensation. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed sum of Two Million Seven Hundred Fifty Thousand and No/100 Dollars (\$2,750,000.00) during the term for Services completed and accepted as provided in Section 15 (Acceptance of Services) herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.

C. Travel Expenses.

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation, and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to the designated person as set out in Section 18 (Notices) herein.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process as indicated in Exhibit E.

6. Personnel.

A. E-Verify. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

B. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

C. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. **Termination.**

A. Contractor Default Provisions and Remedies of County.

1. **Events of Default.** Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information and Public Records); (iii) Contractor fails to gain acceptance of a deliverable per Section 15 (Acceptance of Services), if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. **Termination for Cause by the County.** In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. **Events of Default.** Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information and Public Records); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. **Cure Provisions.** Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. **Termination for Cause by Contractor.** In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the either Party may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the other Party of its election to terminate this Agreement pursuant to this provision.

D. Automatic Termination. This Agreement will be terminated automatically and immediately if County is excluded or sanctioned from a Governmental Program, as set forth in Section 26 (Excluded Provider).

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. **Indemnity Provision.** County and Contractor agree to be fully responsible for their own acts of negligence and for their respective agents/employee's acts of negligence when acting in the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided however that the liability of the County, as a public body of the State of Florida, is subject to the limitations imposed by 768.28 Florida Statutes. Nothing herein is intended to act as a waiver of sovereign immunity by the County, nor shall anything be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to the agreement.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. Neither Party shall have liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by the other Party of its business, whether caused by negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Director of the Human Services Department or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to BayCare Home Care, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment.

This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Human Services Department
Attn: Abigail Stanton
440 Court Street, 2nd Floor
Clearwater, FL 33756
astanton@pinellascounty.org

with a copy to:
Ms. Merry Celeste
Purchasing and Risk Management Division
Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756
mceleste@pinellascounty.org

For Contractor:

BayCare Home Care, Inc.
8452 118th Avenue N
Largo, FL 33773
Attn: Ms. Kathryn A. McGuire, Vice President
Kathryn.mcguire@baycare.org

With a copy to:
BayCare Health System, Inc.
2985 Drew Street
Clearwater, Florida 33759
Attn: Legal Services Department
Legal.services@baycare.org

19. Conflict of Interest.

- A.** The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder.
- B.** The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including reports and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the “Work Product”) shall be County’s property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County shall remain the property, which shall include all rights, titles, and interests, with the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement which is signed by both Parties.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Publicity/Advertising. Contractor has a policy prohibiting the use of its name, brand, likeness, trademarks, or other intellectual property for publicity and/or advertising purposes. All requests to use Contractor’s name, brand, likeness, trademarks/intellectual property, statements from employees, results from questionnaires, or any other related requests (“Publicity/Advertising Requests”) must be submitted in writing to Contractor for review and approval. County agrees that Contractor will approve or disapprove all Publicity/Advertising Requests in its sole discretion. In the event that Contractor notifies County of any breach of this clause, County shall immediately cease and desist the breaching conduct, and Contractor shall be entitled to terminate this Agreement.

25. Minimum Security Requirements. Throughout the term of the Agreement, County agrees to: (i) use industry standards in terms of information and data security procedures to prevent the unauthorized or fraudulent: (a) use of County’s computer systems or network devices to communicate, induce, attack, or compromise Contractor; and (b) access, transmission, or disclosure of Contractor Confidential Data; (ii) use industry standards to protect County’s infrastructure, computer systems, and network devices, including but not limited to such systems and devices that access, transmit, and/or store Contractor Confidential Data; and (iii) report to Contractor’s Vice President/Chief Information Security Officer at 727-467-4700 within twenty-four (24) hours of any confirmed security breach or security incident that has the potential to impact Contractor or Contractor Confidential Data. Also, in the event County provides hosting software-as-a-service to Contractor, County agrees to provide Contractor with County’s most recent Service Organization Control (“SOC”) 1 Type II Report or SOC 2 Type II Report when requested by Contractor’s Vice President/Chief Information Security Officer or designee within thirty (30) days from such request.

26. Excluded Provider. County represents and warrants that County is not, and at no time has been, excluded, debarred, suspended, or been otherwise determined to be, or identified as, ineligible to participate in any federally funded health care program, including, but not limited to, the Medicare and Medicaid programs (collectively, the “Governmental Program”). County agrees to immediately notify Contractor of any threatened, proposed, or actual exclusion from any Governmental Program. In the event that County is excluded from any Governmental Program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that County is in breach of this Section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. In the event that any employee, agent, or independent contractor of County is excluded from any Governmental Program, County must immediately remove that employee, agent, or independent contractor from providing services pursuant to this Agreement.

27. **Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

28. **Due Authority.** Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

29. **No Third Party Beneficiary.** The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

30. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written with regard to the subject matter herein.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA
By and through its
Board of County Commissioners

BayCare Home Care, Inc.

By: Dave Eggers, Chair

Name of Firm
By: *Kathryn A McQuire*
Signature

Kathryn A McQuire
Print Name

ATTEST:
Ken Burke,
Clerk of the Circuit Court

Vice President
Title

By: _____
Deputy Clerk

APPROVED AS TO FORM
By: Matthew Tolnay
Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

STATEMENT OF WORK

A. Contractor will provide Durable Medical Equipment and Home Health Care services for the Pinellas County Health Program (PCHP) and Healthcare for the Homeless (HCH).

B. Contractor will support all areas of the PCHP/HCH requiring the dispensing of Home Healthcare Services and DME to all identified patients and operate in accordance with County policies and procedures including:

1. Compliance with regulatory requirements of various assistance programs.
2. Compliance with the Health Insurance Portability and Accountability Act ("HIPAA") and its accompanying regulations and Florida privacy laws and regulations.
3. Compliance with prior authorization, claims submission, quality management, and reporting requirements of Pinellas County.
4. Contractor has the ability to send and receive Personal Health Information (PHI), invoices, and data, through a secured transmission method determined by the County.
5. Contractor will provide services to eligible PCHP/HCH participants including DME, home health care, oxygen, and infusion therapy, in compliance with the Home Healthcare Covered Services listing in Attachment 1.

C. Home Health Services:

1. Contractor will provide home health services to Pinellas County residents enrolled in PCHP or HCH, as determined appropriate in conjunction with the contracted primary care provider. Provision of the home health services shall be performed consistent with all required state and local licensing guidelines.
2. Covered Home Health Services include:
 - i. Skilled nursing
 - ii. Physical therapy
 - iii. Occupational therapy
 - iv. Speech therapy
 - v. Home Health Aide visit
 - vi. MSW visit
 - vii. Infusion therapy services

EXHIBIT A

STATEMENT OF WORK

3. Home Health Ancillary Supplies: Contractor will provide routine Ancillary Medical Supplies that are customarily used during the course of a home health visit and not designated for a specific member. These Ancillary Medical Supplies include, but are not limited to, the following:
 - i. Infection Control Protection: non-Sterile gloves, aprons, masks, shoe covers, gowns, anti-bacterial soap.
 - ii. Blood Drawing/Specimen Collection Supplies: specimen containers, vacutainers, needles/syringes, gauze, cotton balls, tourniquet, band-aids/tape, alcohol preps.
 - iii. Other: adhesive remover wipes, alcohol swabs, betadine/iodine swabs, non-sterile applicators, non-sterile gauze, hemostats, thermometers, skin preps.

4. Infusion Therapy Services (Attachment 1)
 - i. Contractor shall be compensated for Covered Services at the agreed upon specified rates .
 - ii. Nursing visits and drugs are billed separately.
 - iii. All infusion therapy rates include the following services for Pharmacy, Clinical Professional Services, and Infusion Therapy related services:
 - Compounding of medications
 - Clinical staff (pharmacists and/or nurse) availability 24 hours/day, 7 days a week
 - Pharmacy patient assessment and ongoing clinical monitoring
 - Coordination of care with physicians, nurses, patients, patient's family, etc.
 - Pharmacokinetic monitoring
 - Patient/caregiver educational activities
 - Waste management
 - After-hours, holidays, and weekend services
 - Nursing visits and drugs are billed separately in addition to the agreed rates
 - Infusion pumps, IV pole and supplies related to infusion therapy, including but not limited to: sterile tubing, tape, syringes, needles, gloves, gauze, catheters, injection caps and housing, IV start kit, alcohol pad and betadine pads
 - Delivery and set-up of all supplies, medicines, and equipment
 - Heparin and saline flushes
 - Regular catheter care and maintenance

D. Durable Medical Equipment:

1. DME, Medical and Ostomy Supplies:
 - i. DME will be reimbursed at a payment rate of 80% of the most current Medicare Allowable Fee Schedule for purchased items or rental items.
 - ii. For those services that do not have an established Medicare purchase or rental fee, covered services shall be reimbursed at a payment rate of 60% of the Provider's Usual and Customary charge. (i.e. E1399, K0108)
 - iii. Capped Rental Items – Once 12 months of consecutive rental is reached, the rental equipment will be converted to a purchase item and the equipment will be owned by the patient. Oxygen, Ventilators and BIPAP STs will be excluded from the "capped rental" clause.

EXHIBIT A

STATEMENT OF WORK

2. Custom Rehab / Specialty DME Equipment:
 - i. Rehab equipment will be reimbursed at an agreed upon rate for purchased items or rental items
 - ii. For those services that have not been agreed upon or do not have a rental fee, covered services shall be reimbursed at a designated agreed upon rate.

E. Program Operations:

1. Contractor shall adhere to Program Coordination requirements, including:
2. Attend quarterly meetings with Human Services and their contracted primary care provider.
3. Ensure that any services that require a prior authorization as stated on the Home Health Care Covered Services document is approved by the Primary Care Provider.
4. Provide services and equipment in a timely manner as appropriate for Home Health Care, Home Infusion Pharmacy, and Home Medical Equipment. These services will be reviewed and updated from time-to-time at the discretion of the County in coordination with the PCHP.
5. Submit invoices on a monthly basis by the 10th of the following month.
6. Submit data on a monthly basis consisting of a detailed description of services provided, quantity, and per-unit cost.
7. Submit quarterly reports, utilizing the format established by the County.
8. Work with the County to promote cost containment and care coordination for clients.
9. Inform the Primary Care Provider within five (5) business days of any client who does not comply with behavioral expectations, or any clients the provider is unable to contact to fulfill the request for Home Health Care or Durable Medical Equipment.
10. Agree to work with any designated hospitals within Pinellas County.
11. Agree to deliver necessary DME and provide home health coverage to any residential location within Pinellas County.
12. Work with the County to provide emergency response and support during a declared state of emergency.
13. Work with any eligible client referred from the PCHP/HCH program.
14. Agree not to charge no co-pays or balance bill to any client enrolled in the PCHP/HCH program for services provided by the provider.

EXHIBIT A

STATEMENT OF WORK

BAYCARE HOME CARE**Attachment 1: HOME HEALTH CARE COVERED SERVICES****Effective date: 10/1/2021**

The Home Health Care Covered Services are intended to be a dynamic listing of services that may be supplemented, amended, capped, or reduced based on medical needs and the funding availability. Service levels will be reviewed and updated from time-to-time at the discretion of Pinellas County Human Services in coordination with the Pinellas County Health Program and Health Care for the Homeless Restrictions and caps will be enforced by BCHC at the point of referral, prior to accepting into service. Any service requiring home visits will be restricted to two (2) weeks of treatment, up to a maximum of six (6) visits, pending reauthorization by DOH. Ambulatory wound care clients must be evaluated in DOH medical home for requested reauthorization.

A. Current Services: No pre-authorization required

Skilled Nursing Visits	Ancillary Medical Supplies under \$500.00
Nurse Hourly Visit	DME, Medical and Ostomy Supplies under \$500.00
Physical Therapy Visits	

B. Current Services: Limited Quantity

Infusion Therapy: Not to exceed one hundred eighty (180) patient days per ninety (90) calendar days. This service level will be evaluated no less than quarterly, no later than ten (10) calendar days following the end of the quarter (Quarter 1: 10/1-12/31; Quarter 2: 1/1 to 3/31; Quarter 3: 4/1- 6/30; Quarter 4: 7/1- 9/30).

C. Current Services: Medical Director Authorization Required

The following are restricted use services if directly requested/authorized by Pinellas County Department of Health (DOH) in advance:

- Speech Therapy Visit
- Home Health Aide
- Home Health Social Worker
- Home Health Occupational Therapy
- Mastectomy Supplies
- Rehabilitation

EXHIBIT B

INSURANCE REQUIREMENTS

1. **LIMITATIONS ON LIABILITY.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. Neither Party shall have liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by the other Party of its business, whether caused by negligence or willful action or failure to act.
2. **INDEMNIFICATION.** County and Contractor agree to be fully responsible for their own acts of negligence and for their respective agents/employee's acts of negligence when acting in the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided however that the liability of the County, as a public body of the State of Florida, is subject to the limitations imposed by 768.28 Florida Statutes. Nothing herein is intended to act as a waiver of sovereign immunity by the County, nor shall anything be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to the agreement.

3. **INSURANCE:**

Proposer must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your submittal being deemed non-responsive.

The contracted Proposer shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. The insurance policy which pertains to Pollution Legal/Environmental Legal Liability Insurance shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Notwithstanding the requirements of this Section 3 (Insurance), Contractor may elect to satisfy any or all of the above insurance requirements and/or deductibles by use of self-insurance, and/or a captive insurance company owned by Contractor. The responsibility to fund any financial obligation for self-insurance and/or a captive insurance company owned by Contractor shall be assumed by, for the account of, and at the sole risk of Contractor.

- a) Proposal submittals should include, the Proposer's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, Proposer shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
- b) Proposer shall email certificate that is compliant with the insurance requirements to Lucy Nowacki at Lnowacki@pinellascounty.org .If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.** The certificate must name Pinellas County, a Political Subdivision of the State of Florida **400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.
- c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.

EXHIBIT B

INSURANCE REQUIREMENTS

- e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Proposer or their agent prior to the expiration date.,
- (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
- (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.

EXHIBIT B

INSURANCE REQUIREMENTS

- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. **No exclusions for physical abuse or sexual molestation allowed.**

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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EXHIBIT B

INSURANCE REQUIREMENTS

- (4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (5) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage" must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

For herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

EXHIBIT C

PAYMENT SCHEDULE

Durable Medical Equipment

DMEPOS will be reimbursed at a payment rate of 80% of the most recent Medicare Allowable Prevailing Fee Schedule for Purchased or Rental Items.

For those services that do not have an established Medicare purchase or rental fee, covered services shall be reimbursed at a payment rate of 60% of the Provider's Usual and Customary charge.

HCPC	Frequently used DME Services	Rental/ Purchase	FY21 Medicare Rate	80% of MA*
A7005	Nebulizer Kit	Purchase	\$ 16.62	\$ 13.29
E0100	Cane	Purchase	\$ 24.54	\$ 19.63
E0135	Standard Walker	Purchase	\$ 55.52	\$ 44.41
E0143	Rollator Walker	Purchase	\$ 64.80	\$ 51.84
E0149	Wheeled Walker	Rental	\$ 14.99	\$ 11.99
E0163	Commode	Purchase	\$ 72.05	\$ 57.64
E0260	Hospital Bed	Rental	\$ 82.02	\$ 65.16
E0424	Liquid Oxygen Stationary	Rental	\$ 110.09	\$ 88.07
E0431	Oxygen portable tank	Rental	\$ 21.23	\$ 16.98
E0434	Portable liquid oxygen	Rental		
E0565	Compressor	Rental	\$ 46.21	\$ 36.96
E0570	Nebulizer	Rental	\$ 9.09	\$ 7.27
E0600	Suction machine	Rental	\$ 53.30	\$ 42.64
E0720	Tens Unit	Purchase	\$ 161.68	\$ 129.34
E1390	Oxygen Stationary Unit	Rental	\$ 110.09	\$ 88.07
E0439	Stationary Liquid Unit	Rental		
E1392	Oxygen Portable Unit	Rental	\$ 41.61	\$ 33.28
K0001	Standard Wheelchair	Rental	\$ 32.11	\$ 25.68
K0003	Lightweight Wheelchair	Rental	\$ 50.29	\$ 40.23
K0007	Heavy Duty Wheelchair	Rental	\$ 120.50	\$ 96.40
K0606	ZollVest	Rental	\$ 2,931.45	\$ 2,345.16
L0642	Orthotic/Prosthetic	Purchase	\$ 330.13	\$ 264.10
L0648	Orthotic/Prosthetic	Purchase	\$ 824.45	\$ 659.56
L1820	Orthotic/Prosthetic	Purchase	\$ 121.70	\$ 97.36
L1832	Orthotic/Prosthetic	Purchase	\$ 760.86	\$ 608.68
L1846	Orthotic/Prosthetic	Purchase	\$ 1,199.46	\$ 959.56
L1970	Orthotic/Prosthetic	Purchase	\$ 769.51	\$ 615.60
L4361	Orthotic/Prosthetic	Purchase	\$ 276.13	\$ 220.90
L8000	Mastectomy Bra			
L8030	Mastectomy Prosthesis			
E0747	Electrical Osteogen stimulator- not spine			
E0748	Electrical Osteogen stimulator- spinal			
E0601	CPAP			
E0784	Diabetic Insulin Pump			

Home Health Services

* Fee Schedule to include an escalator of 3% per discipline per year for Home Health Services (captured below)

* All nonroutine supplies will be reimbursed at a payment rate of 80% of the most recent Medicare Allowable Prevailing Fee Schedule for Purchased or Rental Items.

HCPC Code	Home Health Services	FY22 Rate Cost Per	FY23 Rate Cost per	FY24 Rate Cost Per	FY25 Rate Cost per	FY26 Rate Cost Per
T1001	RN EVALUATION	\$ 175.00	\$ 180.25	\$ 185.66	\$ 191.23	\$ 196.96
T1030	SKILLED NURSE VISIT (up to 2 hours)	\$ 151.19	\$ 155.73	\$ 160.40	\$ 165.21	\$ 170.17
99601	NURSE IV VISIT (up to 2 hours)	\$ 200.00	\$ 206.00	\$ 212.18	\$ 218.55	\$ 225.10
99602	NURSE HOURLY RATE	\$ 151.19	\$ 155.73	\$ 160.40	\$ 165.21	\$ 170.17
S9131	PHYSICAL THERAPY VISIT	\$ 163.00	\$ 167.89	\$ 172.93	\$ 178.11	\$ 183.46
59129	OCCUPATIONAL THERAPY VISIT	\$ 158.13	\$ 162.87	\$ 167.76	\$ 172.79	\$ 177.98
S9128	SPEECH THERAPY VISIT	\$ 198.26	\$ 204.21	\$ 210.33	\$ 216.64	\$ 223.14
S9127	MSW VISIT	\$ 192.68	\$ 198.46	\$ 204.41	\$ 210.55	\$ 216.86
T1021	HOME HEALTH AIDE VISIT	\$ 108.08	\$ 111.32	\$ 114.66	\$ 118.10	\$ 121.64
S9122	HOME HEALTH AIDE HOURLY	\$ 34.04	\$ 35.06	\$ 36.11	\$ 37.20	\$ 38.31

IV Medications	
* Additional medications not specified will be charged at AWP -15 %.	
* Specialty medications are not included in this agreement.	
IV Medication	Rate Cost Per
CEFAZOLIN 500MG (J0690}	AWP-15%
CEFEPIME PER 500MG VIAL (J0692)	AWP-15%
CEFTRIAXONE PER 250MG	AWP- 15%
DAPTOMYCIN PER 1 MG	AWP-15%
LEVAQUIN 250MG	AWP-15%
LEVOFWXACIN 250MG/50ML PMB	AWP-15%
LIPID PER IOGM	AWP-15%
MEROPENEM PER 1.00MG	AWP-15%
MICAFUNGIN NA PER 1 MG (MYCAMINE)	AWP-15%
NAFCILLIN 2GM VIAL	AWP-15%
VANCOMYCIN 500MG	AWP-15%
PER DIEM ANTIBIOTIC Q 12 HOURS	\$65.00
PER DIEM ANTIBIOTIC Q 24 HOURS	\$60.00
PER DIEM ANTIBIOTIC Q 8 HOURS	\$75.00
PER DIEM ANTIBIOTIC Q 6 HOURS	\$85.00
PER DIEM ANTIOTBIOTIC Q <1 HOURS	\$95 .00
PER DIEM ENTERAL	\$20.00
PER DIEM HYDRATION 1 LITER PER DAY	\$70.00
PER DIEM HYDRATION 2 LITER PER DAY	\$80.00
PER DIEM TPN 2 LITER	\$150.00
PER DIEM TPN 3 LITER	\$165.00

Catheter Insertion and Care Maintenance

*During a single visit, only one PICC or midline insertion procedure is coded and reimbursed even if multiple attempts are needed for successful insertion.

Nomenclature	HCPC Code	Rate Cost Per
PICC Catheter Insertion Kit - includes one catheter and all supplies necessary for PICC line insertion	S5520	\$100.00
Mid-Line Catheter Kit-Includes one catheter and all supplies necessary for midline catheter insertion	S5521	\$100.00
PICC Catheter Insertion Nursing*	S5522	\$120.00
Mid-Line Catheter Insertion Nursing*	S5523	\$120.00
Per Diem Catheter Care Maintenance, simple (single lumen)	S5498	\$8.00
Per Diem Catheter Care Maintenance, simple (multiple lumen)	S5501	\$8.00
Per Diem Catheter Care Maintenance, implanted port access device (single day per diem for a one time monthly flush)	S5502	\$4.00
Catheter Restoration/Declotting Supplies	S5517	\$30.00

Enteral Therapy		
Per Diem includes all ancillary supplies related to the administration of the therapy (i.e. feed bags, pole, pump, administration sets, buttons, extension sets, NG and G		
Nomenclature	HCPC Code	Rate Cost Per
Enteral Pump	B9002	\$118.00
Enteral Formula, Cat I per 100 calories	B4150	\$0.70
Enteral Formula, Cat I per 100 calories	B4151	No longer valid code
Enteral Formula, Cat II per 100 calories	B4152	\$0.56
Enteral Formula, Cat III per 100 calories	B4153	\$1.91
Enteral Formula, Cat IV per 100 calories	B4154	\$1.22
Enteral Formula, Cat V per 100 calories	B4155	\$0.95
Enteral Formula, Cat VI per 100 calories	B4156	No longer valid code
Enteral Feeding Bag/Set, Bolus Fed, ea	B4034	\$6.12
Enteral Feeding Bag/Set, Pump Fed, ea	B4035	\$10.00
Enteral Feeding Bag/Set, Gravity Fed, ea	B4036	\$8.00
Per Diem	S9340	\$15.00
Per Diem via gravity	S9341	\$15.00
Per Diem via pump	S9342	\$15.00
Per Diem via bolus	S9343	\$15.00

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Contractor Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The written notice should indicate what steps the Contractor should undertake to correct the invoice and resubmit a proper invoice to the County.
 - 1.) Requesting department for the purpose of this Agreement is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for the purpose of this Agreement is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions.
- B. Should a dispute result between the Contractor and the County about payment of a payment request or an invoice then the Contractor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from deciding de novo on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the Contractor's favor the County shall pay interest as of the original date the payment was due.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

- G. If the County does not commence the dispute resolution procedure within the time required, the Contractor may give written notice to the County of the failure to timely commence its dispute resolution procedure. If the County fails to commence the dispute resolution procedure within four (4) business days after such notice, any amounts resolved in the Contractor's favor shall bear mandatory interest, as set forth in s. 218.735(9), from the date the payment request or invoice containing the disputed amounts was submitted to the County. If the dispute resolution procedure is not commenced within four (4) business days after the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve the Contractor of its contractual obligations.

- H. For any legal action to recover any amounts due pursuant to a payment request or invoice due because of the application of sections 218.70 et. seq., Florida Statutes, the court shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.