



BOARD OF COUNTY COMMISSIONERS

DATE: September 10, 2015

AGENDA ITEM NO. 17

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

 **County Administrator's Signature:** 

Subject:

Approval of Community Home Care Medical Services Agreement with BayCare Home Care, Inc. for home health services to eligible clients of the Pinellas County Health Program (PCHP).

Department:

Human Services

Staff Member Responsible:

Lourdes Benedict, Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE COMMUNITY HOME CARE MEDICAL SERVICES AGREEMENT WITH BAYCARE HOME CARE, INC. FOR HOME HEALTH SERVICES TO ELIGIBLE CLIENTS OF THE PINELLAS COUNTY HEALTH PROGRAM.

IT IS FURTHER RECOMMENDED THE CHAIRMAN BE AUTHORIZED TO SIGN AND THE CLERK TO ATTEST.

Summary Explanation/Background:

The Community Home Care Medical Services Agreement with BayCare Home Care, Inc. provides durable medical equipment, home health services, oxygen, outpatient rehabilitation services, wound care, infusion therapy and orthotics and prosthetics at agreed upon discounted rates for Pinellas County residents enrolled in the PCHP. Specialty home health medical services are limited to a total of thirty (30) visits per client per year.

The agreement shall be in effect October 1, 2015 through September 30, 2016, with two (2) one-year renewals.

Fiscal Impact/Cost/Revenue Summary:

The total amount of funding for this Agreement is not to exceed \$550,000.00 during the term of the Agreement. Funding has been budgeted in the Human Services projected Fiscal Year (FY) 2016 budget.

Exhibits/Attachments Attached:

1. Contract Review Transmittal Slip
2. Community Home Care Medical Services Agreement
3. FY 2016 Fee Schedule

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Community Home Care Medical Services Agreement with BayCare Home Care, Inc. for home health services for Pinellas County Health Program (PCHP)

CONTRACT NO.: number

ESTIMATED EXPENDITURE / REVENUE: \$550,000.00

(Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

OTHER SPECIFICS RELATING TO THE CONTRACT: The Community Home Care Medical Services Agreement with BayCare Home Care, Inc. provides durable medical equipment, home health services, oxygen, outpatient rehabilitation services, wound care, infusion therapy and orthotics and prosthetics for Pinellas County residents enrolled in the PCHP. Specialty home health medical services are limited to a total of thirty (30) visits per client per year.

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: Lourdes Benedict	7/27/15	LB		
	7/29/15	TB		
Risk Mgmt: Virginia Holscher	7/30/15	GH	insurance requirements in Exhibit B	
Finance:** Cassandra Williams	8/6/15	CPW		
OMB:** Bill Berger	8/6/15	VB	See attached.	
Legal: Carl Brody	8/7/15	CB		
Assistant County Administrator or Executive Director: John Bennett	8/10/15	J	Concur w/ edits	done AP 8/18
County Administration				

Please return to Amy Petrila by
All inquiries should be made to Amy Petrila - ext. 48497

** See Contract Review Process

OMB Contract Review

Contract Name	Community Home Care Medical Services Agreement Between Pinellas County and BayCare Home Care, Inc.		
CATS#	47710	Contract #	N/A

Mark all Applicable Boxes:

Type of Contract									
CIP		Grant		Other	X	Revenue		Project	

Contract information:

New Contract (Y/N)	Y	Original Contract Amount	
Fund(s)	0001	Amount of Change	
Cost Center(s)	301215	Contract Amount	\$550,000 per year
Program(s)	1569	Amount Available	Total: \$550,000 in FY16
Account(s)	5310024	Included in Applicable Budget? (Y/N)	Y
Fiscal Year(s)	FY16		

Description & Comments

(What is it, any issues found, is there a financial impact to current/next FY, does this contract vary from previous FY, etc.)

In this agreement, Pinellas County is contracting with BayCare Home Care, Inc. for provision of home care medical services to Pinellas County residents enrolled in the Pinellas County Health Program (PCHP) and/or Mobile Medical Unit (MMU). The services include durable medical equipment, nursing visits, occupational therapy, speech therapy, physical therapy, infusion therapy, and orthotics and prosthetics. The agreement is for one year, beginning October 1, 2015 and ending September 30, 2016, with the option to renew for two (2) additional one-year terms. Compensation is set at up to \$550,000 per year for payment of monthly invoices. The agreement specifies that the "County shall remain a payer of last resort" and that clients enrolled in PCHP are not to be charged a *co-pay* or *balance bill* for services related to this agreement. Page 3 also stipulates that if the funds available for services under this agreement become fully encumbered, the provider is obligated to continue providing the specified services to enrolled County clients through the remainder of the one-year term at no additional expense to the County.

The \$550,000 contract expense was anticipated and included in the Human Services Department's FY16 Proposed Budget, which allocates a total of \$2,350,000 for procuring specialty services from healthcare providers. This agreement is comparable in cost and scope to previous service agreements in FY13, FY14 and FY15. In the interest of leveraging Low Income Pool (LIP) funding, page 4 of the FY16 agreement reflects an amendment added in FY15, giving the County an alternative to make its payments to the State of Florida.

Analyst: Veronica Ettel

Ok to Sign: ☒

V. Ettel 8/6/15

COMMUNITY HOME CARE MEDICAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2015, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as “**COUNTY**”, and the BAYCARE HOME CARE, INC., hereinafter referred to as “**AGENCY**”, hereinafter collectively referred to as the “**PARTIES**”.

WITNESSETH:

WHEREAS, the **COUNTY** is committed to assisting residents in need of medical care; and,

WHEREAS indigent Pinellas County residents may require home care medical services; and,

WHEREAS, the **COUNTY** desires to divert the inappropriate use of emergency room facilities by citizens of Pinellas County; and,

WHEREAS, participation by the **COUNTY** and the **AGENCY** in this program will increase provision of home care medical services in Pinellas County; and

WHEREAS, the **PARTIES** believe it is in the best interest of the residents of Pinellas County to receive home care medical services provided by the local **AGENCY**; and

WHEREAS, the **COUNTY**, after full consideration, determined that the **AGENCY** provides the broadest geographical coverage for provision of services to residents of Pinellas County enrolled in the Pinellas County Health Program; and

WHEREAS, **AGENCY** has staff and facilities available to provide home care medical services to eligible Pinellas County residents.

NOW, THEREFORE, the **PARTIES** hereto do mutually agree as follows:

1. Scope of Services

The **AGENCY** shall provide the following home health services to Pinellas County residents enrolled in the Pinellas County Health Program and/or Mobile Medical Unit:

1. Durable Medical Equipment (DME);
2. Home Health defined as nursing Home Visit, Occupational Therapy, Speech Therapy and/or Physical Therapy home visit if medically necessary;
3. Infusion Therapy;
4. Orthotics and Prosthetics as authorized by the County.

Provision of medical services shall be performed consistent with the standards in the Pinellas County Health Program Provider Handbook. The **AGENCY** shall inform the County within five (5) business days of any client who does not comply with behavioral expectations as outlined in the PCHP Client Handbook or the PCHP Provider Handbook, or of any clients the **AGENCY** is unable to contact to fulfill the request for Home Health Care or Durable Medical Equipment.

2. Term of Agreement

The services of the **AGENCY** shall commence on October 1, 2015 and the agreement shall expire on September 30, 2016. Parties reserve the right to renew this agreement for up to two (2) additional one-year terms after the expiration of the initial term by mutual written agreement of the parties. This option shall be exercised only if all terms and conditions remain the same or are substantially similar and approval is granted by the designated **COUNTY** authority.

3. Compensation

- a) The total compensation provided for under this Agreement shall be in an amount not to exceed Five Hundred Fifty Thousand and NO/00 Dollars (\$550,000.00) for services provided per Section 1 of this Agreement.
- b) **AGENCY** shall be paid on a monthly basis for services rendered during the term of this Agreement. **AGENCY** shall remit detailed monthly invoices accompanied by documentation including a description of services provided, the quantity and the amount due prior to receipt of funding pursuant to this Agreement.
- c) In the event that the **COUNTY** determines that a person receiving services is not enrolled in the Pinellas County Health Program or Mobile Medical Unit, the **COUNTY** will not reimburse the **AGENCY** for those services.
- d) **COUNTY** shall reimburse **AGENCY** in accordance with the Florida Prompt Payment Act upon receipt of the detailed monthly invoice and receipt of the quarterly report required in Section 4 of this Agreement. When the required documentation and/or quarterly report are incomplete or untimely, the **COUNTY** may hold payment until such time as the **COUNTY** accepts the remedied documentation or report.
- e) County shall remain a payer of last resort.
- f) Payment of these committed funds pursuant to this Agreement is subject to the availability of funds.
- g) In the event that funds available for services under this Agreement become fully encumbered, **AGENCY** shall continue to provide services to enrolled **COUNTY** clients, to the extent specified in this Agreement, through the remainder of the term of this Agreement, at no additional expense to the **COUNTY**. **AGENCY** shall charge

no co-pays or balance bill to any client enrolled for services in the Pinellas County Health Program for services related to this Agreement.

- h) Alternatively, payments to **AGENCY** may be made to the State of Florida pursuant to the Low Income Pool (LIP) Letters of Agreement (LOAs) or subsequently designed state low-income healthcare pool. If the **COUNTY** issues payments to the State of Florida pursuant to the LIP LOAs, funding provided under the LIP LOAs shall be prioritized so that designated funding shall first be used to fund the Medicaid services as provided for in Section 1 (Scope of Services) of this Agreement (including LIP) and used secondarily for other purposes.
- i) Participation in the LIP LOAs by the **COUNTY** shall satisfy **COUNTY'S** responsibility under this section of this Agreement. **COUNTY** will pay **AGENCY** directly if intergovernmental transfers are returned to the **COUNTY** by the Agency for Health Care Administration.

4. Performance Measures

AGENCY agrees to submit a quarterly performance report utilizing the format established by the **COUNTY**. Information to be included in the quarterly report shall include but not be limited to unique client identifier, service date, service code, and contracted rate. The **COUNTY** reserves the right to amend these data elements, performance measures or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified and achieved. Quarterly reports are due within forty-five (45) days following the end of a quarter.

5. Licensing

AGENCY warrants that all of its health care providers, including but not limited to physicians, nurses and therapists, meet Florida statutory requirements and are in good standing with the appropriate State licensing authority.

6. Monitoring

a) AGENCY shall comply with COUNTY and departmental policies and procedures.

b) AGENCY shall submit reports and other information in such formats and at such times as may be prescribed by the COUNTY.

c) AGENCY shall cooperate in site visits and other on-site monitoring including but not limited to access to sites, clients, staff, fiscal and client records and provision of related information at any reasonable time.

d) AGENCY shall submit reports on any monitoring of the program funded in whole or in part by the COUNTY that are conducted by federal, state or local governmental agencies or other funders.

e) If the AGENCY receives accreditation reviews, each accreditation review will be submitted to the COUNTY after receipt by AGENCY.

All reports shall be as detailed as reasonably requested by the COUNTY and shall be deemed incomplete if not satisfactory to the COUNTY as determined in its sole reasonable discretion. All reports will contain the information, additional information, or be in the format as requested by the COUNTY. If approved by the COUNTY, the COUNTY will accept any report from another monitoring agency in lieu of reports customarily required by the COUNTY.

7. Documentation

The **AGENCY** shall maintain and provide the following documents upon request by the **COUNTY** within three (3) business days of receiving the request.

- a. Articles of Incorporation
- b. AGENCY By-Laws
- c. Past 12 months of financial statements and receipts
- d. Membership list of governing board
- e. All legally required licenses
- f. Latest agency financial audit and management letter
- g. Biographical data on the AGENCY chief executive and program director
- h. Equal Employment Opportunity Program
- i. Inventory system – (equipment records)
- j. IRS Status Certification/501 (c) (3)
- k. Current job descriptions for staff positions
- l. Match documentation
- m. Continuity of Operation Plan (Disaster Preparedness Plan)

8. Payments During Disaster Recovery

The **COUNTY** agrees to support previously approved funded programs unable to provide normal services for a period of at least sixty (60) days after a disaster has been declared, provided the program agrees to address needs for like services within the community at the request of the **COUNTY**. This period may be extended within the current contract period at the discretion of the Human Services Director.

9. Special Situations.

AGENCY agrees to inform **COUNTY** within one (1) business day of any circumstances or events which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement. Incidents may include, but are not limited to, those resulting in injury, media coverage or public reaction that may have an impact on the **AGENCY's** or **COUNTY's** ability to protect and serve its participants, or other significant effect on the **AGENCY** or **COUNTY**. Incidents shall be reported to the designated **COUNTY** contact below by phone or email only. Incident report information shall not include any identifying information of the participant.

10. **HIPAA**

AGENCY shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions upon request.

9. **Cancellation**

The **COUNTY** reserves the right to cancel this Agreement without cause by giving thirty (30) days prior notice to the **AGENCY** in writing of the intention to cancel, or with cause, if at any time the **AGENCY** fails to fulfill or abide by any of the terms or conditions specified. Failure of the **AGENCY** to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the discretion of the **COUNTY**. Further, if the **AGENCY** shall use any

funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the **AGENCY** shall, at the option of the **COUNTY**, repay such amount and be deemed to have waived the privilege of receiving funds under this Agreement. In the event that sufficient budgeted funds are not available for a new fiscal period or are otherwise encumbered, the **COUNTY** shall notify the **AGENCY** of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the **COUNTY**

11. Amendment / Modification

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning all matters covered herein. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties.

12. Independent Contractor

It is expressly understood and agreed by the parties that **AGENCY** is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the **COUNTY**. No agent, employee, or servant of the **AGENCY** shall be, or shall be deemed to be, the agent or servant of the **COUNTY**. None of the benefits provided by **COUNTY** to their employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from **COUNTY** to the employees, agents, or servants of **AGENCY**. **AGENCY** shall be allowed to partake of the benefits of sovereign immunity by Section 768.28, Florida Statutes, as it may be amended from time to time.

13. Indemnification

AGENCY agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the **COUNTY**, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the **COUNTY**, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of **AGENCY**; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the **COUNTY**.

14. Insurance

The **AGENCY** shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment B, and provide a Certificate of Insurance to the **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

15. Audit

a) The **AGENCY** shall utilize financial procedures in accordance with generally accepted accounting procedures and Florida Statutes, including adequate supporting documents, to account for the use of money provided by the **COUNTY**. The **AGENCY** shall retain all records (programmatic, property, personnel, and financial) relating to this Agreement for seven (7) years after final payment is made. All **AGENCY** records relating to this agreement shall be subject to audit by the **COUNTY** and shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. In addition, the **AGENCY** shall provide an

independent audit to the **COUNTY**, if so requested by the **COUNTY**.

b) **AGENCY** shall make available to the **COUNTY**, for periodic audit, data prepared under their regular accounting procedures using their normal rate charges for all patients covered by this Agreement. Information shall contain the patient's name and detailed information about the services rendered by **AGENCY**. Data regarding service provided in furtherance of this Agreement may be separately and directly provided.

c) This Agreement shall in no way interfere with the treatment procedures of patient as carried by or under the direction of any physician or other authorized individual.

16. Nondiscrimination.

AGENCY shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment or against any client because of age, sex, race, ethnicity, color, religion, national origin, disability or sexual orientation.

AGENCY shall not discriminate against any person on the basis of age, sex, race, ethnicity, color, religion, national origin, disability or sexual orientation in admission, treatment, or participation in its programs, services and activities.

AGENCY shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

At no time will clients served under this Agreement be segregated or separated in a manner that may distinguish them from other clients being served by the **AGENCY**.

AGENCY shall comply with all federal, state and local laws and ordinances and any rules or regulations adopted thereafter

17. Interest of Members of County and Others.

No officer, member, or employee of the **COUNTY**, and no member of its governing body, and no other public official of the governing body of any locality in which the program is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of this program, shall participate in any decisions relating to this Agreement which affect his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested; nor shall any such officer, member, or employee of the **COUNTY**, or any member of its governing body, or public official of the governing body, or public official of the governing body of any locality in which the program is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this program, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. Conflict of Interest.

The **AGENCY** 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 **AGENCY** is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the **AGENCY** may identify the prospective business association, interest or circumstance, the nature of work that the **AGENCY** 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 **AGENCY**. The **COUNTY** agrees to notify the **AGENCY** of its opinion within (10) calendar days of receipt of notification by the **AGENCY**, which shall be binding on the **AGENCY**.

19. Non-Expendable Property.

For the purposes of this Agreement, non-expendable property shall mean all property

which will not be consumed or lose its identity, which costs \$5,000.00 more per unit, and which has a life expectancy in excess of one year.

The **AGENCY** shall list any non-expendable property purchased by these funds according to description, model, serial number, date of acquisition, and cost. The **COUNTY** reserves the right to have its agent personally inspect said property. The **AGENCY** shall own any non-expendable property purchased by funds from this grant subject to the following conditions:

- a. The **AGENCY** shall not sell said property prior to September 30, 2015 unless express permission is obtained from the **COUNTY** in writing.
- b. The **AGENCY** shall use said property for the purposes of the program herein, or for similar purposes.
- c. The **COUNTY** shall have the right to take exclusive possession, control, and all other ownership rights of said property whose value exceeds \$5,000.00 at any time prior to September 30, 2015 if the **AGENCY** violates any provision of this Agreement, or if the **AGENCY** fails to use the property for the purposes of the project herein, or if the **AGENCY** ceases to exist for the purposes of this Agreement.
- d. The **AGENCY** shall reimburse funds to the **COUNTY** totaling a proportional share of the fair value of any non-expendable property purchased by the **AGENCY** with funding obtained through this agreement which is sold or if the **AGENCY** fails to use the property for the purposes of the project herein, or if the **AGENCY** ceases to exist for the purposes of this agreement. The share due the **COUNTY** shall be determined by the proportion of **COUNTY** Funding used to purchase non-expendable property. The **COUNTY** at its option may waive this requirement and allow the **AGENCY** to retain any funds received from such sale.

20. Public Entities Crimes.

The **AGENCY** is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to the **COUNTY** that the **AGENCY** is qualified to transact business with public entities in Florida and that its performance of the Agreement will comply with all applicable laws including those referenced herein. The **AGENCY** represents and certifies that the **AGENCY** is and will at all times remain eligible for and perform the services subject to the requirements of these, and other applicable, laws. The **AGENCY** agrees that any contract awarded to the **AGENCY** will be subject to termination by the **COUNTY** if the **AGENCY** fails to comply or to maintain such compliance.

21. Public Records.

The **AGENCY** 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. The **AGENCY** 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 the **AGENCY** policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the **AGENCY** agrees to charge 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.

22. Governing Law.

The laws of the State of Florida shall govern this Agreement.

23. Conformity to the Law.

AGENCY shall comply with all federal, state and local laws and ordinances and any rules or regulations adopted thereunder.

24. Prior Agreement, Waiver, and Severability.

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for agreement between the Parties. The waiver of either party of a violation or default of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent violation or default hereof. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

25. Assignment/Subcontracting.

a) 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.

b) The **AGENCY** is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. The **AGENCY** 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.

26. Agreement Management.

The **COUNTY** designates the following person as the liaison for the County:

Amy Pettila
Pinellas County Human Services
440 Court Street, Second Floor
Clearwater, Florida 33756

The **AGENCY** designates the following person as the liaison for the AGENCY:

Dan Sweeney, Vice-President
BayCare Home Care, Inc.
8542 118th Ave N
Largo, FL 33773

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

ATTEST:

Ken Burke
Clerk of Circuit Court

PINELLAS COUNTY, FLORIDA, acting by and
through its Board of County Commissioners

By: _____

Deputy Clerk

By: _____

Chairman

ATTEST:

By: Rebecca Gentry

BAYCARE HOME CARE, INC.

By: Dale Long

Title: Vice President

Date: 8/18/15

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: [Signature]

Senior Assistant County Attorney

EXHIBIT B – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

1. **LIMITATIONS ON LIABILITY.** By entering AGREEMENT, AGENCY acknowledges and agrees that the services will be provided without any limitation on AGENCY's liability. The County objects to and shall not be bound by any term or provision that purports to limit the AGENCY's liability to any specified amount in the performance of the services. AGENCY shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. AGENCY is deemed to have accepted and agreed to provide the services without any limitation on AGENCY's liability that AGENCY does not take exception to in its response. Notwithstanding any exceptions by AGENCY, the County reserves the right to declare its prohibition on any limitation on AGENCY's liability as non-negotiable, to disqualify any AGENCY that includes exceptions to this prohibition on any limitation on AGENCY's liability, and to proceed with another responsive, responsible AGREEMENT, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By entering AGREEMENT, the AGENCY acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the AGENCY's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the AGENCY harmless in any way related to the services. AGENCY shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the AGENCY to be included in the Services Agreement. AGENCY is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that AGENCY does not take exception to in its response. Notwithstanding any exceptions by AGENCY, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any AGREEMENT that includes exceptions to this paragraph, and to proceed with another responsive, responsible AGREEMENT, as determined by the County in its sole discretion.
3. **INSURANCE:**
 - a) Within 10 days prior to commencement of work, AGENCY shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. 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 3.(c) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
 - b) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. 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 AGREEMENT and/or contract period.
 - c) All policies providing liability coverage(s), other than Professional Liability and Workers' Compensation policies, obtained by AGENCY, 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.
 - d) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by AGENCY to the County at least thirty (30) days prior to the expiration date.
 - (1) AGENCY 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 AGENCY from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve AGENCY of this requirement to provide notice.
 - (2) Should AGENCY, 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 AGENCY for such purchase or offset the cost against amounts due to AGENCY 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.

EXHIBIT B – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- e) The County reserves the right, but not the duty, to review and request a copy of AGENCY's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- f) If subcontracting is allowed under this AGREEMENT, AGENCY 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.*
 - (1) All subcontracts between AGENCY and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to AGENCY to the same extent AGENCY is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from AGENCY to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. AGENCY shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- g) 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 AGREEMENT and/or is signing the agreement with the County. If AGENCY is a Joint Venture, 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 AGENCY.
 - (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.
 - (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 AGENCY is only using employees named on such list to perform work for the County. Should employees not named be utilized by AGENCY, 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 AGENCY 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 AGENCY and subcontractor(s).

EXHIBIT B – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- h) 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	\$ 100,000
Per Employee Disease	\$ 100,000
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. Policy must not contain any sexual misconduct or physical abuse exclusions. If such exclusion is included, a separate Sexual Misconduct and Physical Abuse Liability Policy must be provided with the same limits as the Commercial General Liability limits.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
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 AGENCY 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 AGENCY can show that this coverage exists under the Commercial General Liability policy.

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

- (4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits	
Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 1,000,000

- (5) Professional Liability (Medical Malpractice) 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", AGENCY 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	\$ 1,000,000

EXHIBIT B – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

General Aggregate

\$ 3,000,000

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.

- (6) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses Breach Response/Event Management Expense coverage sublimit can be no less than 50% of the aggregate with at least minimum limits as follows:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

If Claims-Made Coverage is provided, policy must remain in place for a period no less than 12 months after the contract/completion date of this contract.

For acceptance of Cyber Risk 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 Cyber Risk Liability and other coverage combined.

- (7) Property Insurance AGENCY will be responsible for all damage to its own property, equipment and/or materials.

BayCare Home Care, Inc. Fee Schedule for FY 2016

Effective - October 1, 2014

Pricing Schedule and Fee For Service Rate Schedule

Home Care Services will be provided on a “Fee For Service” basis according to the following Fee Schedule:

- | | |
|--|------------|
| • Home Health Services | Schedule A |
| • Infusion Therapy Services | Schedule B |
| • DME, Medical and Ostomy Supplies | Schedule C |
| • Custom Rehab / Specialty DME Equipment | Schedule D |
| • Corporate Information | Schedule E |

SCHEDULE A

Home Health Services

Service	Procedure Code	Medicare Rate	PCHP Rate
SKILLED NURSE VISIT	99600	\$121.10	\$120.00
NURSE HOURLY RATE	S9123	\$60.55	\$60.00
PHYSICAL THERAPY VISIT	S9131	\$132.40	\$125.00
OCCUPATIONAL THERAPY VISIT	S9129	\$133.30	\$125.00
SPEECH THERAPY VISIT	S9128	\$143.88	\$125.00
MSW VISIT	S9127	\$194.12	\$125.00
HOME HEALTH AIDE VISIT	G0156	\$54.84	\$50.00
HOME HEALTH AIDE HOURLY	S9122	\$27.42	\$25.00

Ancillary Medical Supplies are defined as supplies that are customarily used in small quantities during the course of a home health visit and not designated for a specific member. These Ancillary Medical Supplies include, but are not be limited to:

- Infection Control Protection

Non-Sterile Gloves	Aprons	Masks	Shoe Covers
Gowns	Anti-Bacterial Soap		
- Blood Drawing/Specimen Collection Supplies

Specimen Containers	Vacutainers	Needles/Syringes	Gauze
Cotton Balls	Tourniquet	Band-Aids/Tape	Alcohol Preps
- Other

Adhesive Remover Wipes	Alcohol Swabs	Betadine/Iodine Swabs	Non-Sterile Applicators
Non-Sterile Gauze	Hemostats	Thermometers	Skin Preps

SCHEDULE B

Infusion Therapy Services

Provider and Participating Providers shall be compensated for Covered Services at the Specified Rates below. Such compensation shall be reduced by any applicable copayments, coinsurance, or deductibles.

Nursing visits and drugs are billed separately in addition to the per diem rates.

All infusion therapy per diem rates include the following services:

- ◆ Pharmacy and Clinical Professional Services including:
 - Compounding of medications
 - Clinical staff (pharmacists and/or nurses) availability 24 hours/day, 7 days/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 per diem rates
 - Multiple therapies shall be paid 100% for the therapy with the highest daily rate, 50% for the second highest daily rate and 25% for all remaining therapies

- ◆ Infusion Therapy related services including:
 - 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 & betadine pads
 - Delivery and set-up of all supplies, medicines and equipment
 - Travel and mileage
 - Heparin and saline flushes
 - Regular catheter care and maintenance

Schedule B

Service		Procedure Code	PCHP Rate
STANDARD INFUSION THERAPIES			
Per Drug		by HCPC	AWP – 15%
Per Diem Anti-infectives	<i>Every 24 hours</i>	S9500	\$60.00
Per Diem Anti-infectives	<i>Every 12 hours</i>	S9501	\$65.00
Per Diem Anti-infectives	<i>Every 8 hours</i>	S9502	\$75.00
Per Diem Anti-infectives	<i>Every 6 hours</i>	S9503	\$85.00
Per Diem Anti-infectives	<i>Every 4 hours</i>	S9504	\$95.00
Per Diem Anti-infectives	<i>Every 3 hours</i>	S9497	\$95.00
Per Diem Anti-emetics	<i>Continuous</i>	S9351	\$65.00
Per Diem Anti-emetics	<i>Intermittent</i>	S9370	\$65.00
Per Diem Anti-coagulants	<i>Continuous</i>	S9336	\$65.00
Per Diem Anti-coagulants	<i>Intermittent</i>	S9372	\$65.00
Per Diem Anti-spasmodics		S9363	\$65.00
Per Diem Aerosolized pentamidine		S9061	\$65.00
Per Diem Chelation (Desferal)		S9355	\$65.00
Per Diem Corticosteroid		S9490	\$65.00
Per Diem Diuretic		S9361	\$65.00
Per Diem Inotropic (Sympathomemetic)		S9348	\$65.00
Per Diem Tocolytic		S9349	NA
Per Diem Pain management	<i>Continuous</i>	S9326	\$65.00
Per Diem Pain management	<i>Intermittent</i>	S9327	\$65.00
Per Diem Pain management	<i>Implanted pump</i>	S9328	\$65.00
Per Diem Miscellaneous infused therapies		S9379	\$65.00

Service		Procedure Code	PCHP Rate
CHEMOTHERAPY			
Per Drug		by HCPC	AWP - 15%
Per Diem	<i>Continuous</i>	S9330	\$70.00
Per Diem	<i>Intermittent</i>	S9331	\$70.00

Service		Procedure Code	PCHP Rate
HYDRATION THERAPY			
Per Diem	<i>One liter per day</i>	S9374	\$70.00
Per Diem	<i>>One liter, but no more than 2 liters</i>	S9375	\$80.00
Per Diem	<i>>Two liters, but no more than 3 liters</i>	S9376	\$90.00
Per Diem	<i>>Three liters</i>	S9377	\$90.00
Solutions, Additional Vitamins, Electrolytes, or Drugs		by HCPC	AWP - 15%

Schedule B (Cont.)

Service		Procedure Code	PCHP Rate
ENTERAL THERAPY			
HCPC	Description	Monthly Rent	Sale Price
B9002	Enteral Pump	\$118.00	NA
B4150	Enteral Formula, Cat I per 100 calories	Sale Item Only	\$0.70
B4151	Enteral Formula, Cat I per 100 calories	Sale Item Only	\$1.18
B4152	Enteral Formula, Cat II per 100 calories	Sale Item Only	\$0.56
B4153	Enteral Formula, Cat III per 100 calories	Sale Item Only	\$1.91
B4154	Enteral Formula, Cat IV per 100 calories	Sale Item Only	\$1.22
B4155	Enteral Formula, Cat V per 100 calories	Sale Item Only	\$0.95
B4156	Enteral Formula, Cat VI per 100 calories	Sale Item Only	\$1.25
B4034	Enteral Feeding Bag/Set, Bolus Fed, ea	Sale Item Only	\$6.12
B4035	Enteral Feeding Bag/Set, Pump Fed, ea	Sale Item Only	\$11.66
B4036	Enteral Feeding Bag/Set, Gravity Fed, ea	Sale Item Only	\$8.00
S9340	Per Diem		\$15.00
S9341	Per Diem via gravity		NA
S9342	Per Diem via pump		NA
S9343	Per Diem via bolus		NA
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 or G tubes).			

Service		Procedure Code	PCHP Rate
TOTAL PARENTERAL NUTRITION (TPN)			
Per Diem - Includes Non-specialty Amino Acids, Concentrated Dextrose, Sterile Water, Electrolytes, Standard Multi-trace Element Solutions, and Standard Multivitamin Solutions			
Per Diem	One liter per day	S9365	\$125.00
Per Diem	>One liter, but no more than 2 liters	S9366	\$150.00
Per Diem	>Two liters, but no more than 3 liters	S9367	\$165.00
Per Diem	>Three liters	S9368	\$180.00
The following items are not included in the TPN per diem and are to be coded and billed separately: Specialty amino acids for renal failure, Specialty amino acids for hepatic failure, Specialty amino acids for high stress conditions.			
Specialty Amino Acids, Specialty Trace Elements or Vitamins		by HCPC	AWP -15%
Lipids per 10 Grams		B4185	AWP -15%
Additional Drugs		by HCPC	AWP - 15%

Service		Procedure Code	PCHP Rate
MULTIPLE THERAPY			
Per Drug		by HCPC	By Therapy
Second Concurrently Administered Therapy		HCPC with SH modifier	50%
Third or More Concurrently Administered Therapy		HCPC with SJ modifier	25%

Schedule B (Cont.)

Service	Procedure Code	PCHP Rate
CATHETER INSERTION		
PICC Catheter Insertion Kit - Includes one catheter and all supplies necessary for PICC line insertion	S5520	\$100.00
Mid-Line Catheter Insertion 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
*During a single visit, only one PICC or midline insertion procedure is coded and reimbursed even if multiple attempts are needed for successful insertion.		

Service	Procedure Code	PCHP Rate
CATHETER CARE MAINTENANCE		
Per Diem Catheter Care Maintenance, simple (single lumen)	S5498	\$8.00
Per Diem Catheter Care Maintenance, complex (multiple lumens)	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

Service	Procedure Code	PCHP Rate
SPECIALTY PHARMACY MEDICATIONS		AWP-15%
Enzyme Replacement Therapy - Per Delivery	S9357	\$15.00
Anti - Hemophilia Factor - Per Delivery	S9345	\$15.00
Anti -Tumor Necrosis Factor - Per Delivery	S9359	\$15.00
Self Injectable Medications - Per Delivery	S9542	\$15.00
Alpha - 1 Proteinase Inhibitor - Per Delivery	S9346	NA

NEW PRODUCTS

When a new product becomes available, Provider agrees to bill as Miscellaneous Infusion therapy until a contracted rate for such product can be added to this Agreement

SCHEDULE C

DME, Medical and Ostomy Supplies

1. DME will be reimbursed at a payment rate of 80% of the 2008 Medicare Allowable Fee Schedule for purchased items or rental items.
2. 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)
3. Mastectomy Products will be reimburse at a payment rate of:
 - ♦ L8000 Mastectomy bra (each) \$50.00
 - ♦ L8030 Mastectomy prosthesis (each) \$317.00
4. Ostomy Products will be reimbursed at a payment rate equal to 100% of the 2008 Medicare Allowable Fee Schedule.
5. Bone Growth Stimulators will be reimbursed at a payment rate equal to:
 - ♦ E0747 Electrical osteogen stimulator – not spine \$2,976.00
 - ♦ E0748 Electrical osteogen stimulator spinal \$2,956.00
6. Stationary oxygen – E1390 Stationary Concentrator or E0439 Stationary Liquid Reimbursed at a payment rate equal to \$180 per month (includes all oxygen supplies).
7. Portable oxygen - E0431 Portable Gas or E0434 Portable Liquid Reimbursed at a payment rate of \$30.00 per month (tank, regulator, carrying bag and contents).
8. Nebulizer – E0570 - Reimbursed at a payment rate of \$138.00 per unit.
9. CPAP – E0601 -Reimbursed at a payment rate of \$850.00 per unit.
10. Diabetic Insulin Pump – E0784 - Reimbursed at a purchase payment rate of \$5,995.00.
11. 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.

SCHEDULE D

Custom Rehab / Specialty DME Equipment

1. Rehab equipment will be reimbursed at a payment rate of 80% of the 2008 Medicare Allowable Fee Schedule for purchased items or rental items. (K0800 – K0899).
2. 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).

SCHEDULE E

Corporate Information

Corporate Office

Federal Tax Identification Number

BayCare HomeCare.
8452 118TH Ave. North
Largo, Florida 33733

59-3582520

Central Intake Referral Intake Phone and Fax Numbers

Central Intake "Referral" Phone Number 800-673-4534

Central Intake "Referral" Fax Number 800-676-3127

"Lockbox" Information - Remittance Address for Claims, EOB's, etc.

BayCare HomeCare, Inc.

Bank of America

Account #005481960227

Post Office Box Address:

BayCare Home Care Inc.
P.O. Box 403825
Atlanta, GA 30384-3825

"Overnight Letter" Mailing Address:

Bank of America Lockbox Services
Lockbox 403825
6000 Feldwood Road
College Park, GA 30349