AMENDMENT NO. 3 TO SERVICES AGREEMENT BETWEEN PACIFIC MEDICAL INC. AND NATIVIDAD MEDICAL CENTER FOR

ORTHOPEDIC SOFT GOODS, DURABLE MEDICAL EQUIPMENT (DME) AND ORTHOTICS AND PROSTHETICS (O&P) SERVICES

This Amendment No. 3 to the Services Agreement ("Agreement") which was effective on May 1, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Pacific Medical Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for orthopedic soft goods, durable medical equipment (DME) and orthotics and prosthetics (O&P) services with a term May 1, 2015 through April 30, 2016 and a total Agreement amount not to exceed \$100,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on March 21, 2016 via Amendment No. 1 to extend the term for an additional one (1) year period through April 30, 2017 to allow for NMC to continue receiving goods and services and to revise the original scope of work and pricing and fees per the Compliance Officer's request with no increase to the total agreement amount; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on March 15, 2017 via Amendment No. 2 to extend the term for an additional three (3) year period through April 30, 2020 due to a high demand at NMC for products and services and to add an additional \$225,000 thereby increasing the total Agreement amount to \$325,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement with revisions to the original scope of work attached hereto as "Exhibit A-3 per Amendment No. 3' with updates to the CONTRACTOR deliverables and NMC obligations and updated product pricing with a \$163,000 increase for the continued high demand for products and services for a total Agreement amount of \$488,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1 and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

- 1. Section titled, "PAYMENTS BY NMC" shall be amended to the following:
 "NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-3 as per Amendment No. 3 attached hereto this Amendment No. 3. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$488,000."
- 2. Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:

"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions

Exhibit B: Addendum to Agreement

Exhibit C: Business Associate Agreement
Exhibit A-3: Revised Scope of Services/Payment Provisions
Exhibit B: Addendum to Agreement
Exhibit C-3: Revised Business Associate Agreement."

- 3. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1 and Amendment No. 2.
- 4. A copy of this Amendment No. 3 shall be attached to the Original Agreement.
- 5. This Amendment No. 3 shall be effective when signed by both parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER	<u>CONTRACTOR</u>
By:Gary R. Gray, DO, CEO	Pacific Medical, Inc. CONTRACTOR's Business Name **See instructions below***
Date:	By: (Signature of Chair, President, or Vice-President)
By: Monterey County Deputy County Counsel	John Petlans Ky President Name and Title
Monterey County Deputy County Counsel Date:	By: (Signature of: Secretary, Asst. Secretary, CEO)
By: Monterey County Deputy Auditor/Controller	By: (Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer) Teff Leoneral Tollows Name and Title
Date: $\sqrt{-18-19}$	Date:
	Instructions If CONTRACTOR is a corporation; including limited

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

EXHIBIT A-3 Scope of Work / Payment Provisions to Agreement by and between NATIVIDAD MEDICAL CENTER and PACIFIC MEDICAL, INC. Per Amendment No. 3

A. Description of Services to be Rendered by CONTRACTOR:

Natividad Medical Center (NMC) routinely requires Orthopedic Soft Goods and Durable Medical Equipment ("DME") and orthotics and prosthetics (O&P) services for its patients. Natividad Medical Center does not have a DME (Durable Medical Equipment) License and are not able to charge for these types of equipment IE: Splints, Crutches, Orthopedic Soft Goods, Custom limbs etc. CONTRACTOR shall provide products & services on a daily bases within NMC on what we currently stock and any additional items needed 24/7/365 a year. CONTRACTOR shall follow the Purchasing Guidelines IE: Policy Number 1:4900 Product Selection, Evaluation, Standardization Process with the policies, procedures and directions of Facility and applicable standards of relevant professional societies; and applicable local, state and federal laws and regulations. CONTRACTOR shall provide all services in a manner designed to meet or exceed the recognized standard of care for technicians practicing under the same or similar circumstances.

In order to maintain consistent quality and improve cost effectiveness NMC will simplify its processes for obtaining and dispensing such products & services through CONTRACTOR. CONTRACTOR has the ability to (a) serve as a preferred vendor and (b) maintain facilities at or near the NMC campus and provide Products & Services to individuals who wish to purchase such Products & Services. CONTRACTPOR is a qualified vendor that employs staff who is trained and skilled to provide products & services as requested.

B. CONTRACTOR agrees it shall:

- 1. **Provide DME and O&P products & services**, including product fittings, upon request by NMC, at times and locations as agreed upon by the parties, and in accordance with written orders from the patient's physician ordering or approving of such products & services.
 - a. When fitting patients, a NMC therapist must be present during the entire fitting process and will make the determination as to which party should perform fitting services. CONTRACTOR's employee/technician must work in conjunction with NMC's therapist for fittings.
 - b. CONTRACTOR shall be responsible for measuring the patient to assess the proper sizing of the brace, therefore multiple sizes should be brought when the patient is fitted to ensure the correct size is chosen.
- 2. Ensure all products are viable prior to delivering such products to NMC.
- 3. Medical Records: For all instances when a product is delivered to the patient by the CONTRACTOR, it is CONTRACTOR's obligation to obtain a patient's signature upon delivery of a product to patient. CONTRACTOR shall provide appropriate and authenticated documentation of all products & services provided to NMC's patients to NMC promptly, which NMC will be stored in the patient's hospital medical record by NMC staff. Such records shall remain the property of NMC but shall be made available to CONTRACTOR upon request as needed in order to complete service and collection efforts or to meet regulatory requirements.
- 4. **Re Products Stocked at NMC:** Render daily maintenance of all DME Product inventories at NMC (product inventory either designated or approved by NMC) in a manner to be logistically coordinated with the Materials Manager or designee. CONTRACTOR shall also oversee and be responsible for implementation of storing DME Product inventories into Pyxis system which is to occur within 6 months of agreement start date.
- 5. **Coverage**: Ensure that adequate service coverage is available to meet NMC's requests for products and services, even in the event of any staff shortage or absence of its employee who is normally dispatched to service NMC, and to communicate call schedules and contact information to the appropriate staff at NMC to ensure that NMC always has the current and relevant contact information on hand.
- 6. **Re Response Time:** If product requested is readily available, CONTRACTOR shall respond on site with product within three (3) hours of said request, during normal business hours of Monday through Friday, 9:00 to 5:00 pm. Measurement requests shall also be responded to on-site by CONTRACTOR within 3 business hours of said request.

7. On-site Check-in Process:

a. CONTRACTOR ensures that its employees follow NMC's current Vendormate sign-in process at NMC's Materials Management/warehouse area in order to obtain a "vendor badge" for use by CONTRACTOR employees while at any NMC location, and to ensure employees display such

- badges prominently while at NMC for business purposes. CONTRACTOR's employees shall be responsible to return badges back to Materials Management upon completion of products delivered and/or services rendered.
- b. After sign-in and obtaining a badge, CONTRACTOR's employee may proceed to the floor where services are requested. In the Physical Therapy Unit specifically, CONTRACTOR's employee shall refer to the whiteboard on the wall near the entrance to obtain the relevant therapist's name and phone number, and shall call the therapist upon arrival to meet, ensuring that both are present during all patient fittings.
- 8. CONTRACTOR Employee Requirements: Ensure that each of its employees who provide products and services to NMC shall fully comply with the terms and conditions set forth in this Agreement at all times while the Agreement is in effect, and also ensure its employees and/or technicians dispatched to NMC are properly trained and credentialed to work in a hospital environment.
 - a. CONTRACTOR's employees shall possess current, unrestricted license and/or certification, as necessary, to provide products & services as described herein. A copy of each such employee's credentials will be provided to NMC <u>before</u> the employee provides products or services.
 - b. CONTRACTOR shall assure that each employee has the appropriate level of training to provide products & services assigned to that employee and shall provide its Human Resources file.
 - c. Employee criminal background check acceptable to NMC.
 - d. Immunizations as required by NMC policies and procedures (verified through Vendormate).
- 9. Provide timely and authenticated documentation of all products applied and services rendered to the patient in the form of a written Progress Note or Consultation Note, signed by CONTRACTOR's employee. If services and delivery are provided directly by CONTRACTOR then CONTRACTOR's employee shall be responsible for obtaining the patient's signature on all such documentation. If products are pulled from the Natividad warehouse inventory and delivered by a Natividad employee then Natividad staff shall be responsible for obtaining the patient's signature on received items. Such documentation shall become a permanent part of the patient's medical record. Natividad shall be responsible for updating a patient's medical record.
- 10. Ensure its employees provide products & services in a prompt, courteous, and non-discriminatory manner (that is, without regard to race, color, creed, condition, sex, age, national origin, economic or handicapped status or sexual orientation).
- 11. Provide products & services in compliance with the policies, procedures and directions of NMC, to the extent they do not conflict with any express term of the Agreement; applicable standards of relevant professional societies; and applicable local, state and federal laws and regulations.
- 12. Cease assigning an employee to provide services at NMC upon request by NMC who may make this request with or without cause.
- 13. Furnish a Material Safety Data Sheet (MSDS) for all items which are applicable to the hazardous substances defined in the Hazardous Communication Act. Failure to furnish this documentation will be cause to terminate the Agreement if not cured within thirty (30) days after notice of violation.

C. NMC Obligations:

- NMC to provide Pyxis Supply Automation machine that will be utilized by CONTRACTOR to securely store products to be issued out to patients once system is established.NMC will provide daily reports indicating what products were issued out while Pyxis Supply Automation System is established.
- 2. NMC shall allocate space for CONTRACTOR to store and manage the DME Inventory. We will allocate space working with the department needs so it can be managed without any stock outs.
- 3. NMC shall ensure one of its therapists will be present during all patient fittings.
- 4. Natividad shall be responsible for updating a patient's official medical record using the documentation received by CONTRACTOR as defined in section 8 (e) herein. If products are pulled from the existing Natividad inventory and delivered by a Natividad employee then Natividad staff shall be responsible for obtaining the patient's signature on received items.

D. Intellectual Property Rights

- All paper and electronic data provided to CONTRACTOR by NMC belongs to NMC. Use or distribution of NMC's data by CONTRACTOR is prohibited unless CONTACTOR obtains prior written consent from NMC.
- 2. For systems hosted or stored on equipment not owned by NMC, CONTRACTOR shall furnish all data to NMC upon request by NMC at any time during the term of this Agreement in a useable format as specified by NMC and at no additional cost to NMC.
- 3. Notwithstanding anything to the contrary contained in this Agreement, it is understood and agreed that

CONTRACTOR shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by CONTRACTOR prior to this Agreement.

E. Pricing/Fees:

- 1. For pricing, please refer to attached schedules titled 'Pacific Medical Hospital Partnership Direct Product Price List' and 'Pacific Medical Hospital Based Orthotics and Prosthetics Services' found in Exhibit A.
- 2. There shall be no travel reimbursement allowed during the Agreement.
- 3. NMC may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of the Agreement.
- 4. No payments in advance or in anticipation of services or supplies to be provided under the Agreement shall be made by NMC.
- 5. NMC shall not pay any claims for payment of services submitted more than twelve (12) months after the calendar month in which the services were completed.
- 6. CONTRACTOR shall bill for Products & Services provided in accordance with all applicable laws, rules, and regulations, and in a timely manner. Payment Terms shall be thirty (30) days from receipt of a certified invoice in the Office of the Auditor-Controller. All bills will be itemized and detailed clearly to identify the Products & Services provided, and name of the patient. In no event will CONTRACTOR bill for services provided without appropriate physician order, and NMC will not reimburse CONTRACTOR for any such services.
- 7. GENERAL BILLING AND INVOICING PRACTICES INVOLVING NON-MEDICARE/MEDICAID

 PATIENTS: Except for Products & Services provided to Medicare and Medicaid in-patients i.e. patients requiring greater than twenty-three (23) hour stays in the healthcare NMC CONTRACTOR or third party vendors shall be solely responsible for billing patients and/or payors for services provided. Fees shall be reasonable and consistent with fees charged for similar services in the community. A copy of CONTRACTOR's fee schedules will be maintained at NMC for the benefit of patients. CONTRACTOR will not bill NMC for any services outside of Exhibit A. NMC will have no financial responsibility to CONTRACTOR except as specifically set forth in Exhibit A.
- 8. GENERAL BILLING AND INVOICING PRACTICES INVOLVING MEDICARE/MEDICAID

 PATIENTS: CONTRACTOR shall bill NMC directly for products & services pursuant to the pricing set forth (pricing page to follow) to (1) Medicare in-patients; (2) Medicaid in-patients; (3) any other patient who is a beneficiary of any third party payor where such payor requires NMC to bill for such services rather than CONTRACTOR ("NMC Payor") or (4) in cases where medical insurance is not available and/or Entity has implemented a policy and procedure for payment assistance for its low income and/or uninsured patient populations, Entity and CONTRACTOR recognize the requirement that CONTRACTOR, as a supplier/vendor, shall comply with all regulatory requirements of providing products and services for Entity and not provide free goods and/or services to Entity or its patient population as an inducement for referrals or as a payment in violation of the anti- kickback statutes. As such, the parties agree as follows:
 - a. CONTRACTOR and NMC will, in connection with the Agreement, cooperate fully with each other by, among other things, generating, maintaining and making available all necessary records in order to assure that NMC and CONTRACTOR will be able to meet all requirements for participation and payment associated with public and private third party payment programs including, but not limited to, matters covered by Section 1861(v)(1)(I) of the Social Security Act. CONTRACTOR and NMC will continue to comply with this Section following the effective termination date of the Agreement.
 - b. In the event a patient or member qualifies for payment assistance under the terms of the Policy and Procedures for payment assistance or is uninsured, NMC shall reimburse CONTRACTOR for the goods and services provided by CONTRACTOR to said patient as set forth in Exhibit A.
 - c. On a timely basis, NMC shall provide CONTRACTOR a list of said patient's status under the Payment Assistance program. Within 15 days of receipt, Pacific Medical shall provide a corresponding invoice/purchase order (based on the pricing set forth in Exhibit A for the goods and services provided to the patients listed by NMC on the Payment Assistance list.
 - d. This policy and practice shall be evaluated by the Oversight committee on an annual basis and may change as deemed necessary be the parties. Any changes shall only be valid after an Amendment has been approved.
- 9. <u>INVENTORY AUDITS:</u> Annual audits of NMC product inventory shall be conducted and documented by CONTRACTOR. The audit reports must be signed by a CONTRACTOR sales representative <u>and</u> an account representative. NMC is only responsible for the product listed on the most current valid audit report; provided that any consigned Product losses in excess of five percent (5%) of inventory annually

- shall be charged to NMC at the prices provided in Exhibit A. CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.
- In no event will CONTRACTOR bill any Medicare or Medicaid in-patient (or NMC Payor patient, if NMC Payor contractually prohibits NMC from doing so) directly for covered services provided under the terms of the Agreement.

F. Other Provisions:

- CONTRACTOR represents and warrants that it has not been and is not currently excluded from
 participating in the Medicare or Medicaid programs or any other federal sponsored health care program.
 CONTRACTOR further represents and warrants that none of its employees, agents, officers or directors
 have been excluded from participating in the Medicare or Medicaid programs or any other federal sponsored
 health care program.
- 2. Both CONTRACTOR and NMC agree that nothing in this Agreement is intended to create an employer/employee relationship between NMC and any CONTRACTOR or NMC and CONTRACTOR's employee.
- 3. Neither CONTRACTOR nor any CONTRACTOR employee will have any claim against NMC for vacation pay, sick leave, Social Security, worker's compensation or employee benefits of any kind. CONTRACTOR will maintain its own books and records relating to CONTRACTOR's business.

Product Pricing Pages to follow

Pacific Medical Orthotics and Prosthetics Price List per Amendment #3

нсрс	DESCRIPTION	Custom or Prefab	2016 CA MCARE ALLWBLE	15% DISCOUNT RATE
A8000	NON-MOLDED HELMET, SOFT, PREFAB	Prefab	1.	\$ 144.11
L0120	FOAM CERVICAL COLLAR	Prefab	3	\$ 26.81
L0140	PLASTIC CERVICAL COLLAR	Prefab	5	\$ 48.5
L0150	CERVICAL COLLAR, SEMI-RIGID, CHIN CUP, CUSTOM FIT	Custom	1	\$ 109.17
L0160	CERVICAL COLLAR, SEMI-RIGID, MANDIBULAR SUPPORT	Prefab	1	\$ 133.93
L0172	CERVICAL COLLAR, SEMI-RIGID, THERMOPLASTIC FOAM 2	Prefab	1	\$ 120.61
L0174	CERVICAL COLLAR, SEMI-RIGID, THERMOPLASTIC FOAM 2 PIECE WITH	Prefab	3	\$ 277.53
L0180	CERVICAL MULTIPLE POST COLLAR, OCCIPITAL/MANDIBULAR	Prefab	4	\$ 359.79
L0190	CERVICAL MULTIPLE POST COLLAR, OCCIPITAL/MANDIBULAR	Prefab	5	\$ 500.44
L0200	RIGID MULTIPLE POST CERVICAL SUPPORT WITH EXT.	Prefab	6	\$ 521.7
L0454	TLSO, SOFT	Prefab	3	\$ 274.3
L0456	TLSO, FLEXIBLE	Prefab	9	\$ 786.62
L0458	TLSO, TRIPLANAR CONTROL, 2 RIGID PLASTIC SHELLS,	Prefab	8	\$ 705.36
L0460	TLSO		9	\$ 793.92
L0462	TLSO, TRIPLANAR CONTROL, 3 RIGID PLASTIC SHELLS,	Prefab	1	\$ 987.52
L0464	TLSO, TRIPLANAR CONTROL, 4 RIGID PLASTIC SHELLS,	Prefab	1	\$ 1,175.63
L0468	TLSO	Prefab	5	\$ 457.48
L0472	TLSO, ANT FRAME, HYPEXT, PREFAB	Prefab	4	\$ 408.49
L0482	TLSO CUSTOM FABRICATED	Custom	1	\$ 1,397.87
L0486	TLSO, CLAMSHELL, CUSTOM FABRICATED	Custom	2	\$ 1,703.70
L0621	SACROILLIAC ORTHOTIC	Prefab	1	\$ 93.16
L0627	LUMBAR ORTHOSIS	Prefab	3	\$ 325.11
L0630	LSO, RIGID POSTERIOR PANELS	Prefab	1	\$ 128.1
L0631	LSO, SAGITTAL CONTROL, RIGID ANT & POST PANELS	Prefab	9	\$ 811.92
L0637	LSO	Prefab	1	\$ 956.87
L0639	LSO,CUSTOM FIT, AP/LAT CONTROL, PREFAB	Custom	1	\$ 956.87
L0710	CTLSO	Custom	2	\$ 2,109.91

L0810	HALO	Custom	3	\$ 2,605.85
L0820	CERVICAL HALO INCORP INTO PLASTER BODY JACKET	Custom	2	\$ 2,054.21
L0830	HALO CERV ORTHOSIS MILWAUKEE	Custom	3	\$ 3,167.92
L0859	HALO MRI COMPATIBLE SYSTEM	Custom	1	\$ 923.04
L0984	PROTECTIVE BODY SOCK	Custom	6	\$ 51.8
L1200	TLSO LOW PROFILE	Prefab	1	\$ 1,582.88
L1220	ANTERIOR THORACIC EXT.	Prefab	2	\$ 223.81
L1686	CUSTOM FIT POST-OP HIP ABDUCTION ORTHOSIS	Custom	1	\$ 921.54
L1810	KNEE ORTHOSIS PRE FABRICATED	Prefab	1	\$ 98.44
L1830	CANVAS KNEE IMMOBILIZER	Prefab	1	\$ 88.38
L1831	KNEE ORTHOSIS WITH LOCKING KNEE JOINTS	Prefab	2	\$ 232.77
L1832	KNEE ORHOSIS WITH ADJUSTABLE JOINTS	Prefab	6	\$ 550.06
L1930	CUSTOM FIT PLASTIC AFO	Custom	2	\$ 238.99
L1960	AFO PLASTIC CUSTOM FABRICATED	Custom	6	\$ 559.97
L1970	CUSTOM MOLDED ARTICULATED AFO	Custom	6	\$ 585.53
L2136	RIGID FEMORAL FRACTURE CAST ORTHOSIS	Custom	1	\$ 1,194.73
L2180	PLASTIC SHOE INSERT WITH ANKLE JOINTS	Prefab	1	\$ 118.31
L2200	LIMITED MOTION ANKLE JOINT	Prefab	5	\$ 48.03
L2624	BI-POLANAR CONTROL HIP JONT	Prefab	3	\$ 334.53
L2830	SOFT INTERFACE FOR AK SECTION, MOLDED PLASTIC, ADD	Prefab	1	\$ 94.91
L3908	WRIST HAND ORTHOSIS	Prefab	6	\$ 59.23
L3917	HAND ORTHOSIS	Prefab	8	\$ 76.06
L3760	ELBOW ORTHOSIS	Prefab	4	\$ 359.96
L3960	SHOULDER ELBOW WRIST HAND ORTHOSIS	Prefab	8	\$ 726.54
L3980	UPPER EXTREMITY FRACTURE ORTHOSOS	Prefab	3	\$ 305.61
L3995	FRACTURE SOCK	Prefab	3	\$ 28.25
L4386	WALKING BOOT	Prefab	1	\$ 125.4
L4396	ANKLE CONTRACTURE SPLINT	Prefab	1	\$ 130.5
L4398	FOOT DROP SPLINT	Prefab	7	\$ 60.09
L5450	POST OP RIGID DRESSING BELOW KNEE	Custom	3	\$ 328.87
L5460	POST OP RIGID DRESSING ABOVE KNEE	Custom	5	\$ 440.16
L8300	TRUSS	Prefab	1	\$ 90.79
L8440	BELOW KNEE SHRINKER	Prefab	5	\$ 45.02
L8460	ABOVE KNEE SHRINKER	Prefab	8	\$ 71.73

Pacific Medical Hospital Partnership Direct Product Price List (All Prefabricated Items)

082814 ml

Manufacturer	Part	Description	Price
Aircast	02MLL	Aircast Airsport Ankle Brace	\$ 30.39
Aircast	02MLR	Aircast Airsport Ankle Brace	\$ 30.39
Aircast	02MML	Aircast Airsport Ankle Brace	\$ 30.39
Aircast	02MMR	Aircast Airsport Ankle Brace	\$ 30.39
Aircast	02MSL	Aircast Airsport Ankle Brace	\$ 30.39
Aircast	02MSR	Aircast Airsport Ankle Brace	\$ 30.39
Aircast	02MXLL	Airsport Ankle Brace	\$ 30.39
Aircast	02MXLR	Airsport Ankle Brace	\$ 30.39
Alimed	60404-L	Desc Uco Adjustable Heel Lift	\$ 6.62
Alimed	60404-M	Desc Uco Adjustable Heel Lift	\$ 6.62
Alimed	60404-S	Desc Uco Adjustable Heel Lift	\$ 6.62
Alimed	65636	Pedifix Gelstep Heel Pad Uncovered w/ Soft Center Spot	\$ 17.50
Alimed	65637	Pedifix Gelstep Heel Pad Uncovered w/ Soft Center Spot	\$ 17.50
Alimed	65638	Pedifix Gelstep Heel Pad Uncovered w/ Soft Center Spot	\$ 17.50
Aspen	984002	Vista Cervical Collar w/ Replacement Pads	\$ 83.08
Aspen	984100	Vista Cervical Collar TX	\$ 67.76
Benik	W-303-LL-B	Pediatric Wrist/Hand Thumb Support	\$ 39.90
Benik	W-303-LM-B	Pediatric Wrist/Hand Thumb Support	\$ 39.90
Benik	W-303-LS-B	Pediatric Wrist/Hand Thumb Support	\$ 39.90
Benik	W-303-LXS-B	Pediatric Wrist/Hand Thumb Support	\$ 39.90
Benik	W-303-RL-B	Pediatric Wrist/Hand Thumb Support	\$ 39.90
Benik	W-303-RM-B	Pediatric Wrist/Hand Thumb Support	\$ 39.90
Benik	W-303-RS-B	Pediatric Wrist/Hand Thumb Support	\$ 39.90
Benik	W-303-RXS-B	Pediatric Wrist/Hand Thumb Support	\$ 39.90
Bledsoe	AL185003BB	Wee Walker	\$ 72.24
Bledsoe	AL185007BB	Wee Walker	\$ 72.24
Breg	00123	Post OP Rehab Knee Brace	\$ 118.58
Breg	07714	Breg T-Scope Post-Op Brace	\$ 122.44
Breg	08512	Kool Sling Immobilizer	\$ 48.02
Breg	08513	Kool Sling Immobilizer	\$ 48.02
Breg	08513	Kool Sling Immobilizer	\$ 48.02
Breg	08514	Kool Sling Immobilizer	\$ 48.02
Breg	08515	Kool Sling Immobilizer	\$ 48.02
Breg	11042	Breg Lateral Stabilizer	\$ 40.67
Breg	11043	Breg Lateral Stabilizer	\$ 40.67
Breg	11044	Breg Lateral Stabilizer	\$ 40.67
Breg	11045	Breg Lateral Stabilizer	\$ 40.67
Breg	11052	Breg Lateral Stabilizer	\$ 40.67
Breg	11053	Breg Lateral Stabilizer	\$ 40.67
Breg	11054	Breg Lateral Stabilizer	\$ 40.67
Breg	11055	Breg Lateral Stabilizer	\$ 40.67
Breg	21732	Shortrunner ,Airmesh,Open Back	\$ 88.69
Breg	21733	Shortrunner ,Airmesh,Open Back	\$ 88.69
Breg	21734	Shortrunner ,Airmesh,Open Back	\$ 88.69
Breg	21735	Shortrunner ,Airmesh,Open Back	\$ 88.69

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Breg	21736	Shortrunner ,Airmesh,Open Back	\$	88.69
Breg	21752	Shortrunner ,Airmesh,Wraparound,Open Back	\$	88.69
Breg	21753	Shortrunner ,Airmesh,Wraparound,Open Back	\$	88.69
Breg	21754	Shortrunner ,Airmesh,Wraparound,Open Back	\$	88.69
Breg	21755	Shortrunner ,Airmesh,Wraparound,Open Back	\$	88.69
Breg	96500	16" Knee Immobilizer	\$	32.34
Breg	96510	20" Knee Immobilizer	\$	32.34
Breg	96520	24" Knee Immobilizer	\$	32.34
Chopat	CP02	Dual Action Knee Strap	\$	28.81
Chopat	CP03	Dual Action Knee Strap	\$	28.81
Chopat	CP04	Dual Action Knee Strap	\$	28.81
Chopat	CP05	Dual Action Knee Strap	\$	28.81
Chopat	CP-15	Chopat Knee Strap	\$	13.16
Chopat	CP-17	Chopat Knee Strap	\$	13.16
Chopat	CP-19	Chopat Knee Strap	\$	13.16
Chopat	CP-21	Chopat Knee Strap	\$	13.16
Chopat	CP-22	Chopat Knee Strap	\$	13.16
Darco	NS3B	Pneumatic Night Splint	\$	43.30
Deroyal	13780300	Female Rib Belt (male)	\$	13.41
Deroyal	13780400	Female Rib Belt (female)	\$	13.41
DJ Ortho	11-1543-2	Serf Strap	\$	81.21
DJ Ortho	11-1543-3	Serf Strap	\$	81.21
DJ Ortho	11-1543-4	Serf Strap	\$	81.21
DJ Ortho	11-1544-2	Serf Strap	\$	81.21
DJ Ortho	11-1544-3	Serf Strap	\$	81.21
DJ Ortho	11-1544-4	Serf Strap	\$	81.21
galveston	101L	Metacarpal Brace	\$	75.60
galveston	101M	Metacarpal Brace	\$	75.60
galveston	101S	Metacarpal Brace	\$	75.60
galveston	101XL	Metacarpal Brace	\$	75.60
hapad	HP35	3 x 5/16" Heel Pads	\$	9.10
hapad	ML	Arch Metatarsal Pad	\$	8.40
hapad	MM	Arch Metatarsal Pad	\$	8.40
hapad	MS	Arch Metatarsal Pad	\$	8.40
Hely & Weber	364-M	Cast Shoe, Molded Sole	\$	12.04
hely & weber	3709	Mat Pat Support Strap	\$	18.59
hely & weber	3835-L	Neoprene Elbow Sleeve	\$	14.28
hely & weber	3835-M	Neoprene Elbow Sleeve	\$	14.28
hely & weber	3835-S	Neoprene Elbow Sleeve	\$	14.28
hely & weber	3835-XL	Neoprene Elbow Sleeve	\$	14.28
hely & weber	3838L	Tennis Elbow Brace w/ Compression Pad	\$	13.94
hely & weber	3838M	Tennis Elbow Brace w/ Compression Pad	\$	13.94
hely & weber	3838S	Tennis Elbow Brace w/ Compression Pad	\$	13.94
hely & weber	3838XL	Tennis Elbow Brace w/ Compression Pad	\$	13.94
hely & weber	OOOOKL		1.	12.04
	3838XS	Tennis Elbow Brace w/ Compression Pad	\$	13.94
hely & weber	The state of the s	Tennis Elbow Brace w/ Compression Pad Santa Barba Splint	\$ \$	22.23
	3838XS		_	
hely & weber	3838XS 3842	Santa Barba Splint	\$	22.23
hely & weber hely & weber	3838XS 3842 3848-LT	Santa Barba Splint TKO Knuckle Orthosis	\$	22.23 30.18

hely & weber	450-LT	Titan Wrist	\$ 15.62
hely & weber	450-LT-XS	Titan Wrist	\$ 15.62
hely & weber	450-RT	Titan Wrist	\$ 15.62
hely & weber	450-RT-XS	Titan Wrist	
			\$ 15.62
hely & weber	450TINY-LT	Titan Wrist	\$ 15.62
hely & weber	450TINY-RT	Titan Wrist	\$ 15.62
hely & weber	452-LT	Titan Wrist Lacing Orthosis	\$ 21.17
hely & weber	452-RT	Titan Wrist Lacing Orthosis	\$ 21.17
hely & weber	455-LT	Titan Wrist/Thumb Brace	\$ 26.32
hely & weber	455-RT	Titan Wrist/Thumb Brace	\$ 26.32
hely & weber	500-L	Black H&W Arm Sling	\$ 14.50
hely & weber	500-M	Black H&W Arm Sling	\$ 14.50
hely & weber	500-S	Black H&W Arm Sling	\$ 14.50
hely & weber	500-XS	Black H&W Arm Sling	\$ 14.50
hely & weber	5819-L	Modabber Wrist Orthosis	\$ 17.42
hely & weber	5819P-L	Pediatric Modabber Wrist	\$ 17.42
hely & weber	5819P-R	Pediatric Modabber Wrist	\$ 17.42
hely & weber	5819-R	Modabber Wrist Orthosis	\$ 17.42
hely & weber	661-L	Clavicle Spint	\$ 13.33
hely & weber	661-M	Clavicle Spint	\$ 13.33
Mckesson	4704-L	Snoopy Arm Sling	\$ 21.66
Mckesson	4704-M	Snoopy Arm Sling	\$ 21.66
Mckesson	4704-S	Snoopy Arm Sling	\$ 21.66
Mckesson	4704-XS	Snoopy Arm Sling	\$ 21.66
Medline	MDSV80534	Crutches	\$ 13.92
Medline	MDSV80535	Crutches	\$ 13.92
Medline	MDSV80536	Crutches	\$ 13.92
Ortho Outfitter	264032	Ankle Stabilizing Orthosis Ankle Brace w/ Stays	\$ 32.13
Ortho Outfitter	264034	Ankle Stabilizing Orthosis Ankle Brace w/ Stays	\$ 32.13
Ortho Outfitter	264035	Ankle Stabilizing Orthosis Ankle Brace w/ Stays	\$ 32.13
Ortho Outfitter	264036	Ankle Stabilizing Orthosis Ankle Brace w/ Stays	\$ 32.13
Ortho Outfitter	37-2161	Extended Length Humeral Splint	\$ 107.16
Ortho Outfitter	37-2162	Extended Length Humeral Splint	\$ 107.16
Ortho Outfitter	37-2163	Extended Length Humeral Splint	\$ 107.16
Ortho Outfitter	37-2164	Extended Length Humeral Splint	\$ 107.16
Ossur	209133	Airform Inflatable Back Support	\$ 35.70
Ossur	209135		\$ 35.70
Ossur	209137	Airform Inflatable Back Support	\$ 35.70
Ossur	209138	Airform Inflatable Back Support	\$ 35.70
Ossur	209139	Airform Inflatable Back Support	\$ 35.70
Ossur	308-L	Cast Boot, Open Toe	\$ 9.86
Ossur	308-M/LG	Cast Boot, Open Toe	\$ 9.86
Ossur	308-S	Cast Boot, Open Toe	\$ 9.86
Ossur	308-XS	Cast Boot, Open Toe	\$ 9.86
	B-221500000	Rehab Contour Full Foam	
Ossur			\$ 108.57
Ossur	B-242900002	Rebound Air Walker	\$ 78.13
Ossur	B-242900003	Rebound Air Walker	\$ 78.13
Ossur	B-242900004	Rebound Air Walker	\$ 78.13
Ossur	GB28	Hot/Cold Gel Insert for Airform Inflatable Back Support	\$ 6.30
Ossur	OSS-PAR-100	Papoose Infant Immobilizer	\$ 155.75

Ossur	W0200	Equalizer Premium Walker	\$ 30.10
Ossur	W0400	Equalizer Premium Walker	\$ 30.10
Ossur	W0600	Equalizer Premium Walker	\$ 30.10
Ossur	W0800	Equalizer Premium Walker	\$ 30.10
Ossur	W1000	Equalizer Premium Walker	\$ 30.10
Ossur	W-10601	Ankle Gameday w/ Stay	\$ 16.66
Ossur	W-10602	Ankle Gameday w/ Stay	\$ 16.66
Ossur	W-10603	Ankle Gameday w/ Stay	\$ 16.66
Ossur	W-10605	Ankle Gameday w/ Stay	\$ 16.66
Ossur	W-10607	Ankle Gameday w/ Stay	\$ 16.66
Ossur	W-10608	Ankle Gameday w/ Stay	\$ 16.66
Ossur	W-10609	Ankle Gameday w/ Stay	\$ 16.66
Ossur	W-823101	Innovator X Post OP Elbow	\$ 108.36
Procare	72117	Padded Colles Splint	\$ 4.14
Procare	72127	Padded Colles Splint	\$ 4.14
Procare	79-83275	Aspen Collar	\$ 24.09
Procare	79-83278	Aspen Collar	\$ 24.09
Procare	81110	Rocker Cast Boot/Sandal	\$ 5.21
Procare	81111	Rocker Cast Boot/Sandal	\$ 5.21
Procare	83222	Miami J Collar w/ Repl Pad	\$ 69.08
Procare	83227	Miami J Collar w/ Repl Pad	\$ 69.08
Procare	83228	Miami J Collar w/ Repl Pad	\$ 43.20
Procare	83275	Aspen PD3 Cervical Collar	\$ 24.09
Procare	84100	Deluxe Shoulder Immobilizer	\$ 7.53
Procare	85023	Heavy Padded Clavical Splint Support Brace	\$ 6.48
Procare	85025	Heavy Padded Clavical Splint Support Brace	\$ 6.48
Procare	85027	Heavy Padded Clavical Splint Support Brace	\$ 6.48
Procare	85028	Heavy Padded Clavicle Splint	\$ 6.48
Procare	85100	Clavical Splint	\$ 7.03
Procare	87073	Elastic Wrist Brace	\$ 3.71
Procare	87075	Elastic Wrist Brace	\$ 3.71
Procare	87077	Elastic Wrist Brace	\$ 3.71
Procare	87078	Elastic Wrist Brace	\$ 3.71
Procare	87083	Elastic Wrist Brace	\$ 3.71
Procare	87085	Elastic Wrist Brace	\$ 3.71
Procare	87087	Elastic Wrist Brace	\$ 3.71
Procare	87088	Elastic Wrist Brace	\$ 3.71
Procare	89376	10" Abdominal Binder	\$ 12.25
Procare	92470	Cuff & Collar	\$ 10.60
Procare	92471	Cuff & Collar	\$ 10.60
rhino	CS-M	Pediatric Clavicle Strap	\$ 12.60
rhino	CS-S	Pediatric Clavicle Strap	\$ 12.60
rhino	CS-XS	Pediatric Clavicle Strap	\$ 12.60
rhino	WR6.5-L	Forearm splint	\$ 21.00
rhino	WR6.5-R	Forearm splint	\$ 21.00
rhino	WR7.5 L	Rhino Wrist/Forearm Sppt.	\$ 21.00
rhino	WR7.5 R	Rhino Wrist/Forearm Sppt.	\$ 21.00
rhino	WR8.5 L	8" Pediatric Wrist Support	\$ 21.00
rhino	WR8.5 R	8" Pediatric Wrist Support	\$ 21.00
Sammons & Pres	ston A571200	Edema Glove, Open Finger	\$ 12.54

Sammons & Preston	A571201	Edema Glove, Open Finger	\$	12.54
Sammons & Preston	A571202	Edema Glove, Open Finger	\$	12.54
Sammons & Preston	A571203	Edema Glove, Open Finger	\$	12.54
Sammons & Preston	A571204	Edema Glove, Open Finger	\$	12.54
Sammons & Preston	A571205	Edema Glove, Open Finger	\$	12.54
Sammons & Preston	A571206	Edema Glove, Open Finger	1	12.54
Sammons & Preston	A571207	Edema Glove, Open Finger	\$	12.54
Sammons & Preston	A571212	Edema glove full finger glove wrist length	\$	12.54
Sammons & Preston	A571213	Edema glove full finger glove wrist length	\$	12.54
Sammons & Preston	A571213	Edema glove full finger glove wrist length	\$	12.54
Sammons & Preston	A571214	Edema glove full finger glove wrist length	ې د	
Serola Biomechanics	NSIB-L	Serola SI Belt	ç	12.54
			\$	29.40
Serola Biomechanics	NSIB-M NSIB-S	Serola SI Belt	\$	29.40
Serola Biomechanics	NSIB-XL	Serola SI Belt	\$	29.40
Serola Biomechanics	PUNCCEUSES INCRAS.	Serola SI Belt	\$	29.40
Sunrise Medical	53314	Adjustable Aluminum Children Crutches	\$	25.55
Top Shelf	500102	7" I-Fit Foam Wrist Support	\$	10.50
Top Shelf	500103	7" I-Fit Foam Wrist Support	\$	10.50
Top Shelf	500104	7" I-Fit Foam Wrist Support	\$	10.50
Top Shelf	500105	7" I-Fit Foam Wrist Support	\$	10.50
Top Shelf	500106	7" I-Fit Foam Wrist Support	\$	10.50
Top Shelf	500112	7" I-Fit Foam Wrist Support	\$	10.50
Top Shelf	500113	7" I-Fit Foam Wrist Support	\$	10.50
Top Shelf	500114	7" I-Fit Foam Wrist Support	\$	10.50
Top Shelf	500115	7" I-Fit Foam Wrist Support	\$	10.50
Top Shelf	500116	7" I-Fit Foam Wrist Support	\$	10.50
Top Shelf	500202	Foam Wrist/Forearm Support	\$	13.23
Top Shelf	500203	Foam Wrist/Forearm Support	\$	13.23
Top Shelf	500204	Foam Wrist/Forearm Support	\$	13.23
Top Shelf	500205	Foam Wrist/Forearm Support	\$	13.23
Top Shelf	500206	Foam Wrist/Forearm Support	\$	13.23
Top Shelf	500212	Foam Wrist/Forearm Support	\$	13.23
Top Shelf	500213	Foam Wrist/Forearm Support	\$	13.23
Top Shelf	500214	Foam Wrist/Forearm Support	\$	13.23
Top Shelf	500215	Foam Wrist/Forearm Support	\$	13.23
Top Shelf	500600	Thumb Splint	\$	12.60
Top Shelf	500820	7" Lace Up Wrist Support	\$	11.55
Top Shelf	500830	7" Lace Up Wrist Support	\$	11.55
Top Shelf	500920	10" Lace Up Wrist Support	\$	13.30
Top Shelf	500930	10" Lace Up Wrist Support	\$	13.30
Top Shelf	500940	7" Thumb Lacer	\$	13.30
Top Shelf	500950	7" Thumb Lacer	\$	13.30
Top Shelf	501922	Ankle Stabilizer	\$	18.34
Top Shelf	501923	Ankle Stabilizer	\$	18.34
Top Shelf	501924	Ankle Stabilizer	\$	18.34
Top Shelf	501925	Ankle Stabilizer	\$	18.34
Top Shelf	501926	Ankle Stabilizer	\$	18.34
Top Shelf	501927	Ankle Stabilizer	\$	18.34
Top Shelf	502002	Arm Sling	Ś	4.55
Top Shelf	502002	Arm Sling	\$	4.55
F - e e		1	۲	1.55

Top Shelf	502006	Arm Sling	\$ 4.55
Top Shelf	502023	Arm Sling w/ Padded Strap	\$ 10.01
Top Shelf	502024	Arm Sling w/ Padded Strap	\$ 10.01
Top Shelf	502025	Arm Sling w/ Padded Strap	\$ 10.01
Top Shelf	502026	Arm Sling w/ Padded Strap	\$ 10.01
Top Shelf	502070	Stable Sling	\$ 58.80
Top Shelf	502202	Shoulder Immobilizer w/ foam strap	\$ 12.32
Top Shelf	502203	Shoulder Immobilizer w/ foam strap	\$ 12.32
Top Shelf	502204	Shoulder Immobilizer w/ foam strap	\$ 12.32
Top Shelf	502205	Shoulder Immobilizer w/ foam strap	\$ 12.32
Top Shelf	502206	Shoulder Immobilizer w/ foam strap	\$ 12.32
Top Shelf	502233	Clinic Shoulder Immobilizer	\$ 7.28
Top Shelf	502234	Clinic Shoulder Immobilizer	\$ 7.28
Top Shelf	502235	Clinic Shoulder Immobilizer	\$ 7.28
Top Shelf	502350	8½" Stabilizing Air Gel Ankle Brace	\$ 20.51
Top Shelf	502351	9" Stabilizing Air Gel Ankle Brace	\$ 20.51
Top Shelf	502352	9½" Stabilizing Air Gel Ankle Brace	\$ 20.51
Top Shelf	502421	Post Op Shoe, Flex	\$ 6.86
Top Shelf	502422	Post Op Shoe, Flex	\$ 6.86
Top Shelf	502423	Post Op Shoe, Flex	\$ 6.86
Top Shelf	502424	Post Op Shoe, Flex	\$ 6.86
Top Shelf	502425	Post Op Shoe, Flex	\$ 6.86
Top Shelf	502426	Post Op Shoe, Flex	\$ 6.86
Top Shelf	502427	Post Op Shoe, Flex	\$ 6.86
Top Shelf	502428	Post Op Shoe, Flex	\$ 6.86
Top Shelf	502602	Walk on Walker,Short	\$ 42.00
Top Shelf	502603	Walk on Walker,Short	\$ 42.00
Top Shelf	502604	Walk on Walker,Short	\$ 42.00
Top Shelf	502605	Walk on Walker,Short	\$ 42.00
Top Shelf	502606	Walk on Walker,Short	\$ 42.00
Top Shelf	502612	Walkon Walker Tall	\$ 43.40
Top Shelf	502613	Walk on Walker,Tall	\$ 43.40
Top Shelf	502614	Walk on Walker,Tall	\$ 43.40
Top Shelf	502615	Walk on Walker,Tall	\$ 43.40
Top Shelf	502616	Walkon Walker Tall	\$ 43.40
Top Shelf	502616	Walk on Walker,Tall	\$ 43.40
Top Shelf	502800	T-Scope Post-Op Brace	\$ 177.80
Top Shelf	503010	3" Cervical Collar Black	\$ 11.90
Top Shelf	503020	4" Cervical Collar Black	\$ 11.90
Top Shelf	503030	2-1/2" Cervical Collar Black	\$ 11.90
Top Shelf	505001	1 1/2" Patellar Tendonitis Knee Strap	\$ 9.80
Top Shelf	505003	Deluxe Tendonitis Strap	\$ 14.56
Top Shelf	505111	Knee Immobilizer 12"	\$ 21.21
Top Shelf	505112	Knee Immobilizer 14"	\$ 21.21
Top Shelf	505113	Knee Immobilizer 16"	\$ 21.21
Top Shelf	505114	Knee Immobilizer 18"	\$ 21.21
Top Shelf	505115	Knee Immobilizer 20"	\$ 21.21
Top Shelf	505253	Knee Sleeve w/ Open Patella	\$ 9.3
Top Shelf	505254	Knee Sleeve w/ Open Patella	\$ 9.3
Top Shelf	505255	Knee Sleeve w/ Open Patella	\$ 9.3

Top Shelf	505256	Knee Sleeve w/ Open Patella	\$	9.37
Top Shelf	505257	Knee Sleeve w/ Open Patella	\$	9.37
Top Shelf	505313	Economy Hinged Knee, Wrprnd, Kewl Mesh, w/Open POP	\$	45.50
Top Shelf	505314	Economy Hinged Knee Wraparnd, Kewl Mesh, w/Open Pop	\$	45.50
Top Shelf	505315	Economy Hinged Knee Wraparnd, Kewl Mesh, w/Open Pop	\$	45.50
Top Shelf	505316	Economy Hinged Knee Wraparnd, Kewl Mesh, w/Open Pop	_	
Top Shelf	505317		\$	45.50
	505501	Economy Hinged Knee Wraparnd, Kewl Mesh, w/Open Pop	\$	45.50
Top Shelf		Tele-Range Post Op Knee Brace	\$	93.80
Top Shelf	505603	Lateral Patella Stabilizer with Contour Hinge	\$	46.41
Top Shelf	505604	Lateral Patella Stabilizer with Contour Hinge	\$	46.41
Top Shelf	505605	Lateral Patella Stabilizer with Contour Hinge	\$	46.41
Top Shelf	505606	Lateral Patella Stabilizer with Contour Hinge	\$	46.41
Top Shelf	505607	Lateral Patella Stabilizer with Contour Hinge	\$	46.41
Top Shelf	505608	Lateral Patella Stabilizer with Contour Hinge	\$	46.41
Top Shelf	505623	Lateral Patella Stabilizer with Contour Hinge	\$	46.41
Top Shelf	505624	Lateral Patella Stabilizer with Contour Hinge	\$	46.41
Top Shelf	505625	Lateral Patella Stabilizer with Contour Hinge	\$	46.41
Top Shelf	505626	Lateral Patella Stabilizer with Contour Hinge	\$	46.41
Top Shelf	505627	Lateral Patella Stabilizer with Contour Hinge	\$	46.41
Top Shelf	505628	Lateral Patella Stabilizer with Contour Hinge	\$	46.41
Top Shelf	510133	Boa lite	\$	35.49
Top Shelf	510134	Boa Lite	\$	35.49
Top Shelf	510135	Boa Lite	\$	35.49
Top Shelf	510136	Boa Lite	\$	35.49
Top Shelf	510136	Boa Lite	\$	35.49
Top Shelf	510137	Boa lite	Ś	35.49
Top Shelf	510149	Boa Extension Panel	\$	18.20
Top Shelf	510150	7 degree Lordotic Inserts	Ś	17.64
Top Shelf	510151	10 degree Lordotic Inserts	\$	17.64
Top Shelf	510152	12 degree Lordotic Inserts	\$	17.64
Top Shelf	510165	Short Rigid Chairback 13"	\$	23.55
Top Shelf	510166	Short Rigid Chairback 13"	\$	23.55
Top Shelf	510167	Short Rigid Chairback 13"	5	23.55
Top Shelf	510174	Female Boa	ζ,	151.90
Top Shelf	510175	Female Boa		151.90
Top Shelf	510176	Female Boa	_	151.90
Top Shelf	510177	Female Boa	_	
Top Shelf	510178	Female Boa		151.90
Top Shelf	510243	Boa SI Belt	_	151.90
Top Shelf			\$	48.02
	510244	Boa SI Belt	\$	48.02
Top Shelf	510245	Boa SI Belt	\$	48.02
Top Shelf	510503	Boa Duel TLSO	_	289.10
Top Shelf	510504	Boa Duel TLSO	_	289.10
Top Shelf	510505	Boa Duel TLSO	_	289.10
Top Shelf	510506	Boa Duel TLSO	_	289.10
Top Shelf	510507	Boa Duel TLSO	_	289.10
Top Shelf	550020	Shoulder Therapy Kit	\$	36.40

Top Shelf	550020-2	Shoulder Therapy Pulley Kit	\$ 17.29
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Revised Business Associate Agreement follows

EXHIBIT C-3 REVISED BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective July 1, 2019 ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Covered Entity") and Pacific Medical, Inc. ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

- A. WHEREAS, Business Associate provides certain Services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.
- B. WHEREAS, The Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the "Security Rule"), (collectively "HIPAA"), all as amended from time to time.
- C. WHEREAS, The Parties are also committed to complying with the California Confidentiality Laws (defined below).
- D. WHEREAS, To the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").
- E. WHEREAS, The Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA, sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. **DEFINITIONS**

- 1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.
- (a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code §1798.29.
- (b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality of PHI or Personal Information, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq.), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975, et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code §5328, et seq.), and the medical identity theft law (Cal. Civil Code 1798.29).
- (c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individuals, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. **PHI includes EPHI**.
- (d) "Services" shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a Services Agreement between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

- (a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws;
- (b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;
- (c) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

- (d) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);
- (e) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached;
- (f) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); and
- (g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties, or with the prior written approval of Covered Entity.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

- **3.1.** Responsibilities of Business Associate. With regard to its Use and/or Disclosure of PHI, Business Associate shall:
- Notify the Privacy Officer of Covered Entity, in writing, of: (i) any (a) Use and/or Disclosure of the PHI that is not permitted or required by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in a Breach. A ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request. If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall comply with the requirements of Section 3.1(a)(i) below;

- (i) Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;
- (ii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and, if applicable, the media. Business Associate shall assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;
- (b) In consultation with the Covered Entity, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing any required notification to affected individuals, appropriate government agencies, and, if necessary the media, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach;
- (c) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;
- (d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;
- (e) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule. In addition, Business Associate shall promptly make available to Covered Entity such books, records, or other information relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity;

- Disclosure and, within thirty (30) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;
- (g) Subject to Section 4.4 below, return to Covered Entity within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;
- (h) Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;
 - (i) If all or any portion of the PHI is maintained in a Designated Record Set:
- (i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for access to PHI from an Individual; and
- (ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for amendment of PHI from an Individual;
- (j) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;
- (k) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;
- (l) Unless prohibited by law, notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent

that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge; and

(m) Maintain policies and procedures materially in accordance with State Confidentiality Laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

3.2 Business Associate Acknowledgment.

- (a) Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.
- (b) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA and the HITECH Act. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.
- (c) Business Associate further acknowledges that uses and disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: http://www.natividad.com/quality-and-safety/patient-privacy. Business Associate agrees to review the NMC Notice of Privacy Practices at this URL at least once annually while doing business with NMC to ensure it remains updated on any changes to the Notice of Privacy Practices NMC may make.
- 3.3 <u>Responsibilities of Covered Entity</u>. Covered Entity shall, with respect to Business Associate:
- (a) Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;
- (b) Notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;
- (c) Notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and
- (d) Notify Business Associate of any restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

- 4.1 <u>Term.</u> This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.
- 4.2 <u>Termination</u>. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.
- **4.3** Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.
- 4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Section 2 above, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5. MISCELLANEOUS

- 5.1 <u>Survival</u>. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.
- 5.2 <u>Amendments; Waiver</u>. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA, the HITECH Act, or California Confidentiality

Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

- 5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- 5.4 <u>Notices</u>. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Pacific Medical, Inc.	
Attn: Craig Sterling	
1700 N. Chrisman Road	
Tracy, CA 95304-9314	
Phone: (831) 277-5497	
Fax: (866) 985-7785	

If to Covered Entity, to:

Natividad Medical Center

Attn: Compliance/Privacy Officer

1441 Constitution Blvd. Salinas, CA 93906

Phone: 831-755-4111 Fax: 831-755-6254

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

- 5.5 <u>Counterparts; Facsimiles</u>. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- 5.6 <u>Relationship of Parties</u>. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

- 5.7 <u>Choice of Law; Interpretation</u>. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the California Confidentiality Laws.
- 5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any related or other agreement between the Parties.
- Agreements and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.
- **5.10** Insurance. In addition to any general and/or professional liability insurance required of Business Associate, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.
- 5.11 <u>Legal Actions</u>. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliant review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE	COVERED ENTITY
Ву:	Ву:
Print Name ALARY WEAVER	Print Name:
Print Title Graveral Course / C.L.O.	Print Title:
Date: 5.22.19	Date: