

# MEDICAL EQUIPMENT AND SUPPLIES SERVICES AGREEMENT

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THIS MEDICAL EQUIPMENT SERVICES AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date") by and between **Hospice Express, Inc.** ("Provider") and \_\_\_\_\_ ("Hospice").

## RECITALS

- A. WHEREAS, Hospice operates a licensed hospice program.
- B. WHEREAS, Provider is a duly licensed provider of medical supplies, appliances, and durable medical equipment that is accredited by Health Quality Association of Accreditation (HQAA).
- C. WHEREAS, Provider meets the Medicare DMEPOS Supplier Quality and Accreditation Standards, currently codified at 42 C.F.R. § 424.57. Provider is an accredited DME supplier.
- D. WHEREAS, Hospice desires to engage Provider, and Provider desires to be engaged, to provide Services (as the term is defined below) to Hospice patients in accordance with the terms and conditions of the Agreement.

## AGREEMENTS

In consideration of the Recitals and mutual agreements that follow, the parties agree to the following terms and conditions:

1. Responsibilities of Provider.

(a) Provision of Services.

- (i) Services. At the request of an authorized Hospice staff member, Provider shall provide the following products and services ("Services"). Services shall be delivered in accordance with the patient's plan of care.

[a] Medical Supplies, Appliances and Durable Medical Equipment. Provider shall provide and deliver medical supplies, appliances, and durable medical equipment required by Hospice patients ("Products"). Provider shall furnish Hospice patients who use machine-controlled oxygen with an emergency oxygen supply

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for use when there is an electrical power failure or machine failure. All Products shall be in good condition and working order at all times.

[b] Maintenance, Repair and Replacement. Provider shall maintain and service all durable medical equipment (“DME”) supplied under this Agreement. Provider shall follow manufacturer recommendations for performing routine and preventative maintenance on DME. In the absence of a manufacturer recommendation, Provider shall follow Hospice’s policies for repair and routine maintenance. Provider shall maintain maintenance and repair logs in accordance with applicable federal and state laws.

[c] Instruction and Training. When requested by Hospice, Provider shall instruct, train and provide instructional literature and user manuals to the patient, family, caregiver and/or Hospice personnel regarding the safe use of Products. Provider shall verify that the patient, family or caregiver can demonstrate the appropriate use of Products to its satisfaction, and shall notify Hospice immediately if the patient, family, or caregiver cannot demonstrate appropriate use of Products.

(ii) Availability. Provider shall be available to provide Services during regular business hours and, if necessary, on a 24-hour basis. Provider shall maintain sufficient personnel who have the requisite training, skills and experience to meet this obligation.

(iii) Delivery and Retrieval of Products.

[a] Delivery. Provider shall fill and deliver Products on a timely basis. Hospice shall specify the timing of orders at the time order is placed.

[i] Routine Orders. Provider shall fill and deliver, if requested, all routine orders received from Hospice within **24 hours**.

[ii] Same Day Orders. Provider shall fill and deliver, if requested, all same day orders received from Hospice at any time during that day.

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[iii] Emergency Orders. Provider shall fill and deliver, if requested, all emergency orders received from Hospice within **four** hours.

[b] Retrieval of DME. Upon receiving notice from Hospice, Provider shall contact Hospice patient's family or caregiver to arrange a time to retrieve DME. Provider shall retrieve DME within **two** business days of Hospice providing notice, unless Hospice patient's family or caregiver specifies otherwise. Billing for DME shall stop at the date Hospice provides Provider with notice to retrieve equipment.

(iv) Inventory. Provider shall maintain its inventory of Products at levels sufficient to satisfy its responsibilities under this Agreement. The inventory is the sole and exclusive property of Provider.

(b) Professional Standards and Credentials.

(i) Professional Standards. Provider shall ensure that all Services are provided in a safe and effective manner by qualified personnel. Services shall meet or exceed the current standards for providers of such Services and shall be in compliance with all applicable laws, rules, regulations, professional standards, and licensure requirements, including those relating to patient health and safety.

(ii) Credentials.

[a] Licensure. Provider represents and warrants that it has and will maintain in good standing during the term of this Agreement all federal, state, and local licenses, registrations, and certifications required by law to provide Services. Upon Hospice's request, Provider shall provide Hospice with evidence of such licenses, registrations, and certifications.

[b] Background Checks. Provider shall obtain criminal background checks on all employees who have direct contact with Hospice patients or access to Hospice patient's records. Unless state law specifies otherwise, Provider shall obtain the background check within three months of the date of employment for all states that the individual has lived or worked in the past three years. If an employee must obtain a background check as a condition of the employee's licensure, Provider is not obligated to obtain an additional background check as long as the employee's license is current.

[c] Qualifications of Personnel. Personnel who provide Services shall be reasonably acceptable to Hospice. Provider represents and warrants that personnel providing Services: [i] are duly licensed, credentialed,

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certified, and/or registered as required under applicable state laws; [ii] possess the education, skills, training, and other qualifications necessary to provide Services; and [iii] based on criminal background checks conducted by Provider, are eligible to provide Services and have not been found to have engaged in improper or illegal conduct relating to the elderly, children, or vulnerable individuals. Provider shall ensure that its personnel keep current with these qualifications. Upon Hospice's request, Provider shall provide Hospice with proof of an individual's qualifications to provide Services.

[d] Disciplinary Action. Provider represents and warrants that neither it nor any of its personnel is under suspension or subject to any disciplinary proceedings by any agency having jurisdiction over professional activities of Provider or its personnel, and is not under any formal or informal investigation or preliminary inquiry by such department or agency for possible disciplinary action.

[e] Exclusion from Medicare or Medicaid. Provider represents and warrants that neither Provider nor its personnel has been, at any time, excluded from participation in any federally funded health care program including, without limitation, Medicare or Medicaid; nor has been convicted or found to have violated any federal or state fraud and abuse law or illegal remuneration law.

(c) Authorization of Services. Provider shall provide Services to Hospice patients only with the authorization of designated personnel of Hospice. Provider shall confirm coverage of Services by contacting Hospice prior to supplying Services.

(d) Quality Assessment and Performance Improvement Activities. Provider shall cooperate with Hospice in its hospice-wide quality assessment and performance improvement activities. Components of the quality assessment and performance improvement program include: (i) data collection; (ii) reporting adverse patient events, analyzing their causes, and implementing preventative actions and mechanisms; and (iii) taking actions to improve performance. Upon request, Hospice shall provide Provider with a description of its quality assessment and performance improvement program and information on relevant performance improvement projects. Third party payors may also impose their own utilization management or quality assurance requirements which Provider must meet. Cooperating in such activities shall not constitute a waiver of any legal privileges or rights that may apply to the information that is

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shared. Hospice shall maintain the confidentiality of such information in whatever form it is provided.

(e) Coordination of Care. Provider shall participate in any meetings, when requested, for the coordination, supervision, and evaluation by Hospice of the provision of Services. Hospice and Provider shall communicate with one another regularly and as needed, via phone, fax, email, and/or in person, for each particular Hospice patient.

(f) Policies and Procedures. In providing Services, Provider shall abide by patient care protocols, patients' plans of care, and applicable Hospice policies and procedures. Provider shall incorporate into its orientation of staff the information related to infection control and the hospice philosophy, which is attached as **Infection Control and Biohazard Safety**. Provider shall maintain documentation of staff attendance at orientation and the content of the training, and shall provide Hospice with such documentation upon request.

(g) Cooperation with Complaints. In the event of any complaint filed by or with respect to a Hospice patient receiving Services, or any investigation initiated by any governmental agency, or any litigation commenced against Hospice, Provider shall fully cooperate with Hospice in an effort to respond to and resolve the same in a timely and effective manner. Provider shall also cooperate fully with any insurance company providing protection to Hospice in connection with investigations. In this connection, Provider shall notify Hospice promptly of any inquiries, claims and investigations, and cooperate fully with the directions of Hospice with respect thereto.

### 2. Responsibilities of Hospice.

#### (a) Professional Management Responsibility.

(i) Compliance with Law. Hospice shall retain responsibility as the care provider to all Hospice patients and family units, pursuant to the Medicare Conditions of Participation for Hospice Care and state and local laws and regulations. This includes admission and/or discharge of patients, patient and family assessments, reassessments, establishment of Hospice plan of care, authorization of all services, and management of the care through interdisciplinary team meetings.

(ii) Coordination and Evaluation. Hospice shall retain responsibility for coordinating, evaluating, and administering the hospice program, as well as ensuring the continuity of care of Hospice patients, which shall include coordination of Services. Methods used to evaluate the care may include: [a] periodic supervisory visits; [b] review of the qualifications of

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personnel providing Services; [c] review of documentation; [d] evaluation of the response of a Hospice patient to the plan of care; [e] discussion with patient and patient's caregivers; [f] patient evaluation surveys; and [g] quality improvement data.

- (b) Hospice Care Training. Hospice shall ensure that Provider's staff that has contact with Hospice patients and families receive orientation about the hospice philosophy as well as education regarding infection control. Provider's staff shall receive in-service training and education programs as necessary to facilitate the provision of safe and effective care to Hospice patients.
- (c) Designation of Hospice Representative. For each Hospice patient, Hospice shall designate a registered nurse, who will be responsible for coordinating and supervising services provided to a Hospice patient and available 24 hours per day, 7 days per week, for consultation with Provider concerning a Hospice patient's plan of care. The Hospice representative shall monitor Provider and be available to provide information to Provider regarding the provision of Services and to coordinate the periodic evaluation of patient progress and outcomes of care upon request.
- (d) Provision of Information. Hospice shall provide for the ongoing sharing of information with Provider and shall provide Provider with the information necessary to render Services in accordance with this Agreement, the Hospice patient's plan of care, assessments, treatment planning, and care coordination. Hospice shall notify Provider of patient's coverage status for Services.
- (e) Policies and Procedures. Hospice shall provide Provider with copies of Hospice's policies and procedures applicable to the provision of Services and shall meet with Provider to review such policies and procedures, as necessary. Current Hospice policies on infection control and the hospice philosophy are attached as \_\_\_\_\_.
- (f) Cooperation with Complaints. In the event of any complaint filed by or with respect to a Hospice patient receiving Services or any investigation initiated by any governmental agency or any litigation commenced against Provider, Hospice shall fully cooperate with Provider in an effort to respond to and resolve the same in a timely and effective manner. Hospice shall also cooperate fully with any insurance company providing protection to Provider in connection with investigations. In this connection, Hospice shall notify Provider promptly of any inquiries, claims, and investigations.

### 3. Billing and Payment.

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(a) Covered Hospice Patients. Within **10** calendar days of the end of the month of providing Services, Provider shall submit to Hospice an accurate and complete statement of Services provided to Hospice patients who are eligible for and elect to receive the hospice benefit under Medicare and/or Medicaid, and any other patients Hospice designates to receive Services at Hospice's expense (collectively, "Covered Hospice Patients"). The statement shall include information usually provided to third-party payors to verify services and charges including, but not limited to: The name of the Covered Hospice Patient; a description of the Services provided; the date Services were provided; the total charges to Hospice for each Covered Hospice Patient; and any other information requested by Hospice. Hospice shall pay Provider within **30** days after receipt of a final and complete statement. Payment by Hospice with respect to such bills shall be considered final, unless adjustments are requested in writing by Provider within **30** days of receipt of payment. Hospice shall have no obligation to pay Provider for any services if Hospice does not receive a bill for such Services within **120** days following the date on which the Services were rendered. All charges shall be made in accordance with the rate payment schedule set forth in the attached PRICE LIST: (Hospice Company Name) report, including the PER DIEM item rate set at a 30-day minimum charge for month 1 only to cover the cost of the initial equipment setup. Unless otherwise requested by Hospice, and/or patient, or patient's caregiver, Provider shall not seek direct payment for Services from any Hospice patient identified to Provider as a Covered Hospice Patient.

(b) Non-Covered Hospice Patients. Provider may bill usual and customary charges for all Services provided under this Agreement directly to Hospice patients who are not Covered Hospice Patients or their applicable third-party payor. Provider shall not seek payment from Hospice in the event of default of financial obligations on the part of a Hospice patient or third-party payors. Hospice will, to the extent permitted by law, provide Provider with any information it may reasonably require to obtain payment from any payor or other permissible payment source.

(c) Limitation on Hospice's Financial Responsibility. Hospice shall bear no financial responsibility, obligation, or other liability to reimburse Provider for any charges, costs, expenses, or other fees for services provided to Hospice patients who are not Covered Hospice Patients; that are not in conformity with the plan of care for a given Covered Hospice Patient; and/or that are provided without the prior authorization of Hospice.

(d) Rates. Except as otherwise set forth in this Agreement, Provider shall accept the rates set forth in the attached PRICE LIST: (Hospice Company Name) report as payment in full for Services provided to Covered Hospice Patients. The rates represent fair market value and do not take into account the volume or value of referrals.

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### 4. Insurance and Hold Harmless.

(a) Insurance. Each party shall obtain and maintain appropriate professional liability, commercial general liability, worker's compensation and employer's liability insurance coverage in accordance with the minimum amounts required from time to time by applicable federal and state laws and regulations, but at no time shall the terms or coverage amounts of Provider's professional liability, commercial general liability, and employer's liability insurance be less than \$1 million per claim and \$3 million in the aggregate. Provider shall name Hospice as an additional insured under the professional liability and commercial general liability policies. Provider shall provide evidence of such insurance to Hospice prior to the effective date of this agreement. Provider shall ensure that Hospice receives at least 30 day's notice prior to the termination of any insurance policy required by this Agreement.

(b) Mutual Hold Harmless. Each party hereby agrees to indemnify and hold harmless and defend the other party from and against any and all claims, suits, damages, fines, penalties, liabilities, losses, damages, costs and expenses (including reasonable attorney's fees and court costs) resulting from or arising out of, any claimed willful negligent act or omission, fault, or misconduct by the indemnifying party or any of its directors, officers, employees, agents, or volunteers pertaining to the services hereunder.

### 5. Records.

(a) Creation and Maintenance of Records. Provider shall prepare and maintain complete and detailed records concerning each Hospice patient receiving Services under this Agreement in accordance with prudent recordkeeping procedures and as required by applicable federal and state laws and regulations and Medicare and Medicaid program guidelines. Provider shall retain such records for six years from the date of discharge of each Hospice patient or such other time period as required by applicable federal and state law. Each record shall completely, promptly, and accurately document all Services provided to, and events concerning, each Hospice patient. Each record shall document that the specified services are furnished in accordance with this Agreement and shall be readily accessible and systemically organized to facilitate retrieval by either party. Provider shall cause each entry made for Services provided to be signed and dated by the person providing such Services.

(b) Access by Hospice. Provider shall permit Hospice or its authorized representative, upon reasonable notice, to review and make photocopies of records maintained by Provider relating to the provision of Services including, but not limited to, clinical records and billing and payment records. This section shall survive the termination of this Agreement.

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(c) Inspection by Government. In accordance with 42 U.S.C. § 1395x(v)(1)(I) and 42 C.R.F. § 420.300, et seq., Provider shall make available, until the expiration of five years from the termination of this Agreement, upon written request, to the Secretary of Health and Human Services of the United States, and upon request, to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any of its books, documents, and records that are necessary to certify the nature and costs of Medicare-reimbursable services provided under this Agreement. If and to the extent Provider carries out any of its duties under this Agreement through a subcontract with a related organization having a value or cost of \$10,000 or more over a 12-month period, then Provider shall ensure that the subcontract contains a clause comparable to the clause in the preceding sentence. Nothing contained in this section shall be construed as a waiver by either party of any legal rights of confidentiality with respect to patient records and proprietary information.

(d) Destruction of Records. Provider shall take reasonable precautions to safeguard records against loss, destruction, and unauthorized disclosure.

6. Confidentiality. Each party acknowledges that as part of its performance under this Agreement, it may be required to disclose to the other party certain information pertaining to Hospice patients (collectively, "Patient Information") and may also be required to disclose to the other party certain business or financial information (collectively, with the Patient Information, the "Confidential Information"). Each party agrees that it shall treat Confidential Information with the same degree of care it affords its own similarly confidential information and shall not, except as specifically authorized in writing by the other party or as otherwise required by law, reproduce any Confidential Information or disclose or provide any Confidential Information to any person. A party that discloses Confidential Information shall be entitled to injunctive relief to prevent a breach or threatened breach of this section, in addition to all other remedies that may be available. This section shall survive termination of this Agreement.

7. Term and Termination.

(a) Term. This Agreement shall have an initial term of one year beginning on the Effective Date ("Initial Term") and shall automatically renew for successive one-year terms, unless sooner terminated as provided below.

(b) Termination.

(i) Without Cause. This Agreement may be terminated by either party for any reason by providing at least **90 days'** prior written notice to the other party. In the event of termination of this Agreement during the first year of the term, the parties shall not enter into

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a new agreement for the same or substantially the same arrangement for the duration of the year. This provision shall survive termination of this Agreement.

(ii) Mutual Written Agreement. This Agreement may terminate at any time after the Initial Term upon written agreement of the parties.

(iii) For Cause. Either party may terminate this Agreement upon **30** days' prior written notice to the other party, if the other party breaches this Agreement and fails to cure such breach within such **30**-day period.

(iv) Change in Law. In the event there are substantial changes or clarifications to any applicable laws, rules or regulations that materially affect, in the opinion of either party's legal counsel, any party's right to reimbursement from third-party payors or any other legal right of any party to this Agreement, the affected party may, by written notice to the other party, propose such modifications to this Agreement as may be necessary to comply with such change in good faith negotiations regarding any appropriate modifications to this Agreement. If such notice is given and the parties are unable within **60** days thereafter to agree to appropriate modifications to this Agreement, either party may terminate this Agreement by providing at least **30** days' notice to the other party.

(v) Immediate Termination. Notwithstanding the above, Hospice may immediately terminate this Agreement if:

[a] Failure to Possess Qualifications. Provider or its personnel are excluded from any federal health program or no longer possess the necessary qualifications, certifications, and/or licenses required by federal, state, and/or local laws to provide Services.

[b] Liquidation. Provider commences or has commenced against it proceedings to liquidate, windup, reorganize, or seek protection, relief, or a consolidation of its debts under any law relating to insolvency, reorganization, or relief of debtors or seeking the appointment of a receiver or trustee.

[c] Failure to Have Insurance. Provider ceases to have any of the insurance required under this Agreement.

[d] Threats to Health, Safety or Welfare. Provider fails to perform its duties under this Agreement and Hospice determines in its full discretion that such failure threatens the health, safety, or welfare of any patient.

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[e] Commission of Misconduct. Provider commits an act of misconduct, fraud, dishonesty, misrepresentation, or moral turpitude involving Hospice or its patients.

(c) Effect of Termination on Availability of Services. In the event this Agreement is terminated, Provider shall work with Hospice in coordinating the continuation of Services to existing Hospice patients and shall continue to provide Services to Hospice patients after this Agreement is terminated, if Hospice determines that removing Services would be detrimental to Hospice patients. In such case, Services shall continue to be provided in accordance with the terms set forth in this Agreement. This section shall survive termination of this Agreement.

8. Notification of Material Events. Provider shall immediately notify Hospice of:

(a) Ownership Change. Any change in 10% or more of its ownership.

(b) Business Address Change. Any change in business address.

(c) Licensure Actions. The commencement of any action on licenses, permits, or other legal authorizations including, but not limited to, any sanctions, intermediate or otherwise, administrative or judicial fines, penalties, investigations or reports of action by federal or state officials against Provider or its personnel.

(d) Exclusion. Any threatened, proposed, or actual exclusion of it or any of its subcontractors or personnel from any governmental program including, but not limited to, Medicare or Medicaid.

(e) Insurance. The cancellation or modification of any of the insurance coverage Provider is required to have under this Agreement.

(f) Liquidation. The commencement of any proceeding to liquidate, windup, reorganize, or seek protection, relief, or a consolidation of Provider's debts under any law relating to insolvency, reorganization, or relief of debtors or seeking the appointment of a receiver or trustee.

(g) Violations Involving Mistreatment, Neglect or Abuse. All alleged violations involving mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of patient property by anyone furnishing services on behalf of Hospice, to the extent that Provider or Provider's personnel has knowledge of such events.

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(h) Patient Grievances. A Hospice patient's grievance regarding treatment or care that is (or fails to be) furnished and the lack of respect for property by anyone who is furnishing services on behalf of Hospice.

9. Nondiscrimination. The parties agree that in the performance of this Agreement they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, age, religion, or national origin in any manner prohibited by federal or state laws.

10. Independent Contractor. In performance of the services discussed herein, Hospice and Provider shall each be, and at all times are, acting and performing as an independent contractor, and not as a partner, a co-venturer, an employee, an agent, or a representative of the other. No employee or agent of one party to this Agreement shall be considered an employee or agent of the other party.

11. Use of Name or Marks. Neither Hospice nor Provider shall have the right to use the name, symbols, trademarks, or service marks of the other party in advertising or promotional materials or otherwise without receiving the prior written approval of such other party; provided, however, that one party may use the name, symbols, or marks of the other party in written materials previously approved by the other party for the purpose of informing prospective Hospice patients and attending physicians of the availability of the services described in this Agreement.

12. Miscellaneous Provisions.

(a) Amendment. No amendment, modification, or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

(b) Severability. This Agreement is severable, and in the event that any one or more of the provisions hereof shall be deemed invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(c) Headings. The descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

(d) Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of **Indiana**.

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(e) Nonassignability. Provider shall not assign or transfer, in whole or in part, this Agreement or any of Provider's rights, duties or obligations under this Agreement without the prior written consent of Hospice, and any assignment or transfer by Provider without such consent shall be null and void.

(f) Waiver. The waiver by either party of a breach or violation of any provision in this Agreement shall not operate or be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights, or privileges hereunder.

(g) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(h) No Third-Party Beneficiaries. Except as expressly provided elsewhere herein, nothing in this Agreement is intended to be construed or be deemed to create any rights or remedies in any third party.

(i) Force Majeure. In the event that either party's business or operations are substantially interrupted by acts of war, fire, labor strike, insurrection, riots, earthquakes, or other acts of nature of any cause that is not that party's fault or is beyond that party's reasonable control, then that party shall be relieved of its obligations only as to those affected operations and only as to those affected portions of this Agreement for the duration of such interruption.

(j) No Requirement to Refer. This Agreement is not intended to influence the judgment of any physician or provider in choosing medical specialists or medical facilities appropriate for the proper care and treatment of residents. Neither Provider nor Hospice shall receive any compensation or remuneration for referrals.

(k) Nonexclusive Agreement. This Agreement is intended to be nonexclusive, and either party may use any provider for the same or similar services.

(l) Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.

(m) Notices. All notices or other communications which may be or are required to given, served, or sent by any party to the other party pursuant to this Agreement shall be in writing, addressed as set forth below, and shall be mailed by first-class, registered, or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery or facsimile. Such notice or other communication shall be deemed sufficiently given or received for all purposes at such as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit or messenger or the answer back being deemed conclusive evidence of

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such delivery) or at such time as delivery is refused by the addressee upon presentation. Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served, or sent.

TO: HOSPICE

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TO: PROVIDER

Hospice Express, Inc.

4701 N Superior Dr.

Muncie, IN 47303

(n) Entire Agreement. This instrument contains the entire agreement of the parties hereto and supersedes all prior oral or written agreements or understandings between them with respect to the matters provided for herein. This Agreement may not be modified or amended except by mutual consent of the parties, and any such modification or amendment must be in writing duly executed by the parties hereto, and shall be attached to, and become a part of, this Agreement.

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The parties have executed this Agreement as of the day, month and year first written above.

HOSPICE \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Hospice Express, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_