



## Agreement To Provide Third Party Supplies

This agreement is made between Clock Medical Supply, Inc. (hereafter referred to as "Clock's") and \_\_\_\_\_, (the "Customer"). Clock's and the Customer agree as follows:

1. Clock's will provide the following services to the Customer under the terms and conditions of this agreement:

To provide all supplies prescribed by a physician to facilitate in the therapies, treatments or procedures to all qualifying beneficiaries. For purposes of this agreement, "Beneficiaries" are defined as the patients of the Customer who are eligible for Medicare Part B benefits or have a private insurance that reimburses for the services provided by Clock's and have a medical diagnosis that conforms to Medicare requirements for the service.

2. Clock's agrees to perform such services diligently, using its best efforts and providing competent personnel and adequate time to complete the work to professional standards of high quality.

3. Clock's will bill Medicare or the applicable private insurance payer (collectively, the "Third Party Payer") for the services provided to the beneficiaries. The Customer will assure that proper assignments and documentation will be made available to Clock's in order for Clock's to bill the Third Party Payer and receive reimbursement for the service provided.

4. The services to be provided by Clock's shall begin \_\_\_\_\_ and shall continue from year to year thereafter unless the agreement is terminated by either party. A 60 day advanced written notice is required by either party to terminate the contract. If Clock's is unable to provide services to a beneficiary for any reason, Clock's must provide written notification to the Customer, then the Customer may obtain such services from another supplier. Clock's shall have no liability for its failure to provide any services.

5. With respect to any Services provided by Clock's under this agreement, the Customer and Beneficiaries shall only have the benefit of those warranties, if any, expressly made or implied by the manufacturer.



6. This agreement binds both parties and their assigns.

*Services:* Clock Medical Supply offers the following services. Please check the boxes next to the services you wish to receive from Clock Medical Supply.

- Urological supplies
- Ostomy Supplies
- Enteral Feeding Supplies
- Wound Care Supplies
- Diabetic Supplies (assisted living only)

*Financial Responsibility:* For patients who have Kansas Medicaid, the Customer is responsible to pay any coinsurance and deductible amounts not paid by the patient’s primary insurances. This amount is the responsibility of the Customer and cannot be transferred to the patient’s responsible party. For patients who do not have Kansas Medicaid, the patient or their responsible party is responsible to pay any coinsurance and deductible amounts not paid by the patient’s primary insurances. The Customer may have the option to take responsibility for these bills to ensure payment is made to Clock’s in a timely manner. They may then bill the patient’s responsible party for the amount due. Any outstanding bills not paid in a timely manner may result in the disruption of supplies being sent to the patient.

Would you like Clock Medical Supply to send all Patient Invoices to the facility for payment?

Yes, Please send all Patient Invoices to our facility to be paid.

No, Please send all Patient Invoices to the patient’s responsible party.

\_\_\_\_\_  
Facility Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clock Medical Supply Representative

\_\_\_\_\_  
Date