



Dysphagia Consultation including Mobile Modified Barium Swallow Study
SERVICE AGREEMENT

THIS AGREEMENT, by and between (Facility and/or Corp.) _____
located at _____ City _____ State _____
Made and entered into this _____ day of _____, 2012, hereinafter referred to as “Facility”, and
Diamond Diagnostics LLC, hereinafter referred to as “Clinic”.

WHEREAS, Facility is a healthcare facility for the provision of patients services; and

WHEREAS, Clinic is a group medical practice that provides mobile video fluoroscopic Modified Barium Swallow Studies (“MBSS”) service as part of our comprehensive dysphagia consultation; and

WHEREAS, Facility desires that Clinic offer residents of the Facility access to this service.

NOW THEREFORE, in consideration of the mutual covenants, premises and agreements herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

SERVICES

Clinic shall, at the Facility request, and upon receipt of a physician’s order, patient face sheet, and Diamond Diagnostics LLC – INTAKE FORM with the authorization signature, provide the dysphagia consultation to include the Modified Barium Swallow Study service at the Facility location.

DIAMOND DIAGNOSTICS LLC shall provide a Consulting Physician, Speech Pathologist, the mobile video fluoroscopy clinic and equipment necessary to conduct the MBSS service.

All Clinic personnel performing or assisting in the MBSS service shall be specially trained to perform their duties and shall hold such licenses as required by applicable law.

A Consulting Physician will be present during the entire dysphagia consultation including MBSS as required by the state of Arizona. For each resident of the Facility for whom the MBSS service is performed.

Clinic shall provide to the Facility, (a) video copy of the MBSS procedure including an audio portion, (b) the speech language pathologist's typed report and recommendations, (c) and the consulting physicians typed evaluation report and management recommendations.

Facility shall (a) provide Clinic sufficient parking space to accommodate mobile video fluoroscopy clinic: (b) have required paperwork (copy of face sheet, physicians orders, authorization form, and history intake form) available to Clinic and medical records/chart available for review upon our consultation for the physician, individual treatment records necessary for the proper evaluation, screening, and treatment of, and provision of service to, such patient. All required paperwork must be received at Clinic by fax prior the schedule day of the Modified Barium Swallow Study.

The facility must notify Clinic immediately in the event of a cancellation or change in patient information.

INSURANCE

Clinic to secure and maintain at all times during the term of this agreement, professional and general liability insurance of not less the \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate, insuring Clinic, its employees and agents for the services delivered by them hereunder. Upon request, a copy of a certificate of insurance shall be provided evidencing such coverage and medical liability for Clinic as well as individual policies of the providers.

The Facility will maintain liability coverage of property consistent with general liability of their residents in the case of an injury resulting from transportation of individuals in wheelchairs or injury as a result of slip, trip, or falls etc. within the facility by facility staff. Clinic becomes liable for the patient once the Clinic has come in contact with the patient to begin the dysphagia consultation.

PAYMENT

For all services rendered hereunder, DIAMOND DIAGNOSTICS LLC, will bill **Medicare B/Medicaid** directly for all charges except one. There will be a bill sent to the facility for Medicare Part B service at the fee schedule rate (see fee schedule). This particular charge / CPT code is 92611 which the facility bill under consolidated billing. The facility will be billed for the technical charges under Medicare Part A (see Fee Schedule) and Clinic will bill the professional charges directly to Medicare. Any HMO, managed care group, or other 3rd party payor that the Clinic contracts with shall be billed directly to the group and not the Facility. For any services rendered for an **HMO or MCG**, the Facility must obtain the preauthorization number before the MBSS is completed: Clinic is not responsible for obtaining the preauthorization number.

If an individual has no insurance or Medicare and is Private Pay, Clinic will invoice the responsible party. The Facility is not responsible for payment if Private Pay is the primary source of payment. The Responsible Party will be required to sign an agreement stating acknowledgement and acceptance of the MBSS bill.

The Facility agrees to pay Clinic within 30 days of receipt of Clinic invoices, mailed to the address listed on the invoice. If no payment is received within this period, Clinic will proceed with alternative avenues of collection.

INDEPENDENT CONTRACTOR

Clinic Group Medical Practice and staff shall not be considered an employee or agent of Facility or any purpose and no partnership, joint venture, or co-venture shall be created by virtue of the Agreement or the performance by Clinic hereunder. The parties hereto are independent contractors, contracting with one another solely for the purposes set out herein. Clinic acknowledges that as an independent contractor, neither Clinic nor its employees or agents are covered under Facilities workers' compensation insurance and are not entitled to any fringe benefits afforded to employees of Facility.

HIPAA

As a provider of contract service to the facility, Clinic certifies that it complies with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in all areas of our service.

INDEMNIFICATION/LIABILITY

Each party agrees to indemnify and hold the other party harmless against any and all claims, liabilities, damages and expenses, including without limitation reasonable attorney's fees incurred by the party seeking indemnification if defending or compromising actions brought the party seeking indemnification or its officers, directors, employees, agents and contractors arising out of or related to the acts or omissions of the other party or its employees, agents, or contractors in connection with the provision of services to patients under this Agreement for a period of no more than 2 years after the Notice of Program Reimbursement ("NPR") is issued by the intermediary to the Facility.

COMPLIANCE WITH LAWS

Clinic shall insure qualified and appropriately licensed personnel in accordance with Arizona State Board of Medical Examiners and all other applicable laws provide all services required of Clinic hereunder. Clinic shall render services to Facility residents without discrimination due to gender, race, religion, color, national origin, handicapping condition, or age. Clinic does reserve the right to terminate an MBSS if the subject is inappropriate for the evaluation or is determined medically unstable by the consulting physician present on the mobile clinic.

MISCELLANEOUS

Clinic is a physician medical practice. Clinic represents and warrants that it has met and follows all of the requirements:

- Licensed and approved by Arizona Department Environmental Quality
- Health Insurance of Aged Persons (Title XVIII of the Social Security act/Medicare Act)

MISCELLANEOUS *(continued from previous page)*

- Arizona State Board of Medical Examiners as a Medical Practice
- Code of Ethics of the American Speech-Language-Hearing Association
- Physicians with individual Medical Malpractice Coverage – copies Available
- Company Professional Liability Insurance – copies available

FEE SCHEDULE

Facility shall compensate Diamond Diagnostics LLC for services rendered in conjunction with the MBSS provided to Facility's patients at the following rate per evaluation:

MEDICARE PART B / MEDICAID MBSS

Testing: \$97.31

These fees were taken directly from the Online Fee Schedule on the Noridian website.

Diamond Diagnostics LLC shall invoice Facility each month for the Speech Therapy Component HCPCS Code of the MBS study 92611 – “evaluation of swallowing with radio-opaque materials.” This code is billable by the Facility to Medicare under consolidated billing to be reimbursed in full to the Facility.

Effective January 1, 2005 Medicare reimbursement for the Speech Pathology CPT code 92611 has increased, as CMS reinstated the physician fee portion to this procedure code. CMS regulations require, under consolidated billing, that the SNF to file the claim for CPT-4 code 92611 on all Medicare Part B services. This information can be found at www.cms.hhs.gov/medlearn/snfcode.asp. Under the Balanced Budget Act of 1997, CMS determined that the procedural code 92611 is subject to consolidated billing. Due to this, the facility is to file a claim without any modifiers to Medicare Part B for reimbursement to be in compliance. The patient cannot be billed directly for this procedure as the patient is only responsible for the co-insurance or deductible portions covered by Medicare. If the facility contracts with a rehabilitation company for therapy and Part B billing services, then the therapy company can or may bill procedure code 92611 to Medicare for your facility. As a mobile MBSS company we are required to reflect these changes on our statements under the Anti-kickback Statute. This price is not absorbed by any facility as Medicare Part B will reimburse at this higher rate.

MEDICARE PART A / PPS

Dysphagia Consultation including MBSS Testing: \$398.97

CPT codes: technical charges only

DIAMOND DIAGNOSTICS LLC will bill Medicare for all professional charges.

PART A MULTIPLE STUDIES

Each Facility that schedules three or more studies with one clinic visit will receive a ten percent (10%) discount for each study provided.

PREAUTHORIZATION CLAUSE

Facility is required to obtain a preauthorization from private insurance carriers, HMO, or MCG, etc. prior to MBS studies being scheduled and performed. The referral should include an authorization for an In or Out of Network Outpatient Dysphagia Consultation including Diagnostic X-ray.

If the facility does not obtain a preauthorization number and wishes to schedule the Dysphagia Consultation including MBSS without this, they may be responsible for a flat fee of \$556.38 per patient. This also includes VA patients.

If you have any further billing questions please call our office and we will be happy to assist you.

TERMS

The term of this agreement shall be for a period of one year/12 months beginning on the Commencement Date shown on the first page, and shall be automatically renewed for successive one (1) year terms unless properly terminated. This agreement may be terminated by either party with or without cause upon a preferred 30 days written notice.

THIS AGREEMENT contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

By: _____

Diamond Diagnostics
Authorized Signature

Facility Administrator
Authorized Signature