

Swallowing Diagnostics, LLC
P.O. Box 484
Avon, CT 06001
Phone/Fax (860) 677-4048

**FIBEROPTIC ENDOSCOPIC EVALUATION OF SWALLOWING (FEES)
SERVICES AGREEMENT**

This AGREEMENT is made and entered into this _____ day of _____, 2009, by and between _____, hereinafter referred to as FACILITY, and Swallowing Diagnostics, LLC, hereinafter referred to as PROVIDER.

WITNESSETH

GENERAL

FACILITY is any health care facility or organization. It is the desire of FACILITY to have Swallowing Diagnostics, LLC provide services for the FEES procedure. It is the desire of PROVIDER to provide speech and swallowing diagnostic services to FACILITY. Procedure shall be defined as Fiberoptic Endoscopic Evaluation of Swallowing (FEES) as described in the American Speech-Language Hearing Association (ASHA) Practice guidelines.

TERMS OF AGREEMENT

This AGREEMENT shall be effective on the date set forth above and shall continue in full force and effect unless cancelled by either party by providing a 30 day written notice of intent to cancel said contract. This AGREEMENT shall be an exclusive agreement between FACILITY and PROVIDER.

SERVICES TO BE PROVIDED

Services will be performed by or under the supervision of a person and/or persons who meet the qualifications of Speech-Language Pathologists as defined in the Regulation 5, Subpart Q, Section 405.1702 of the Code of Federal Regulations and are licensed in the State in which the services are being provided if applicable. Copies of licenses of professionals authorized by FACILITY to perform services pursuant to this AGREEMENT will be kept in the administrator's office and will be made available upon request.

Services will be available Monday through Friday excluding holidays during the normal business hours and at such other hours as are mutually agreeable between FACILITY and PROVIDER. The PROVIDER will let the FACILITY know in writing of any periods of unavailability (e.g. equipment malfunction, vacations, personal/family illness, etc).

Services will be performed in accordance with all applicable Federal, State, and local laws and regulations. Services will be provided at the request of a licensed physician and in accordance with a treatment plan developed by the therapist and approved by physician. The PROVIDER

will make every effort to respond to a referral within a 48 hour period.

FACILITY RESPONSIBILITIES

FACILITY shall provide PROVIDER with a properly signed physician's order for services to FACILITY'S patients and shall insure that proper informed consent has been obtained prior to instituting evaluations and treatments.

FACILITY shall provide one assistant to help PROVIDER as needed during service visit.

FACILITY shall require that at least one nurse is present on the nursing unit at the time of the examination.

FACILITY shall provide PROVIDER appropriate access to any medical records necessary for the proper treatment of patients.

FACILITY acknowledges that it has sole and exclusive responsibility for social or vocational adjustment services for all patients receiving Speech-Language Pathology services from PROVIDER.

FACILITY further acknowledges that PROVIDER has no responsibility whatsoever for the provision of such services to any such patient.

PROVIDER RESPONSIBILITIES

All services provided to patients shall be performed within the general scope of community standards in a professional and competent manner.

Services will be performed in accordance with a plan of care established in consultation with the physician responsible for the patient's care.

PROVIDER's medical records for the services provided shall be in conformity with FACILITY'S policies and procedures and be placed in the patient's chart or otherwise as directed by FACILITY. PROVIDER shall provide FACILITY such other reports as are necessary to the efficient and quality delivery of its services and which are mutually agreeable upon.

PROVIDER shall have access to, and use of, all necessary supplies (e.g. gloves, food test items, towels, napkins etc.) owned by FACILITY and used at the premises. All such equipment shall be and remain the property of FACILITY during and at the termination of this AGREEMENT.

Unless otherwise stated, the services will be available only on the premises of FACILITY.

Services will be performed without discrimination on the basis of age, sex, race, color, religion, disability or national origin.

PROVIDER will assist FACILITY in the development, review and revision of policies and procedures related to services furnished by FACILITY.

BILLING, COLLECTION AND COMPENSATION

FACILITY shall have the obligation for the setting, billing, and collection of all patient charges for services provided at the premises, except as otherwise noted in this AGREEMENT.

FACILITY shall have the sole responsibility for determining the patient's financial status, insurance coverage, and for obtaining all necessary consent forms required for therapy services to be provided.

As compensation for services provided under this AGREEMENT, FACILITY shall pay PROVIDER the FEES procedures billed on a monthly basis in the form authorized by FACILITY. A per procedure charge of _____ is agreed upon by FACILITY and PROVIDER. FACILITY agrees to pay PROVIDER all fees due no later than 30 days after the date of the invoice.

INDEMNITY AND INSURANCE

FACILITY and PROVIDER each agree to indemnify and hold harmless the other from and against any and all manner of claims, demands, and causes of action (including reasonable costs and attorney's fees) arising from or incident to the negligent or willful act or omission of such respective party including but not limited to obligations set forth in this AGREEMENT. Notwithstanding the foregoing, PROVIDER shall obtain and maintain during the term of this AGREEMENT a professional liability insurance policy in the amount of not less than \$1,000,000 per occurrence, \$3,000,000 in the annual aggregate.

INDEPENDENT CONTRACTOR

PROVIDER shall at all times be considered an independent contractor and nothing herein shall be construed as a partnership, joint venture, or employment arrangement.

ARBITRATION

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitration(s) may be entered in any Court having jurisdiction thereof.

MODIFICATION AND AMENDMENT

This AGREEMENT constitutes the entire AGREEMENT between the parties with respect to the subject matter hereof and supersedes all previous negotiations, commitments, and writings. It may not be changed or modified except by a written instrument signed by both parties.

VALIDITY

This contract is valid only when signed by the administrative authority of the FACILITY.

SEVERABILITY

If any provision of this AGREEMENT is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this AGREEMENT and each separate provision hereof shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this AGREEMENT, and the remaining provisions of this AGREEMENT shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this AGREEMENT. In addition, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this AGREEMENT a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable, if such reformation is allowable under applicable law.

SIGNIFICANCE OF HEADINGS

Headings contained in this AGREEMENT are for reference purposes only and shall not affect in any way the meaning or interpretation of this AGREEMENT.

NOTICE

Any notice required to be provided to any party to this AGREEMENT will be in writing and will be considered effective as of the date of deposit with the United States Postal Service by Certified or Registered mail, postage prepaid, return receipt requested, and addressed to the party as follows:

PROVIDER:
Swallowing Diagnostics, LLC.
P.O.Box 484
Avon, CT 06001

FACILITY:

SIGNATURES

In witness whereof, the parties hereto have executed this AGREEMENT in multiple originals as of the date first set forth above.

PROVIDER:

FACILITY:

By _____

By _____

(printed name)

(printed name)

ITS: Director

ITS: Administrator

DATE

DATE