

Comprehensive Swallow Assessment™ (CSA™) Agreement

THIS Comprehensive Swallow Assessment™ (CSA™) AGREEMENT (this “Agreement”) is made as of this day, _____ **2025**, by and between **Southeastern Biocommunication Associates, LLC**, an Alabama limited partnership (“SBA”) and _____ whose address is _____ (the “Facility”).

RECITALS:

WHEREAS, Facility is a duly licensed Skilled Nursing Facility furnishing rehabilitative swallow and voice therapies to its residents, some of whom are in need of the herein below described CSA™ procedures;

WHEREAS, SBA provides CSA™ procedures and other such diagnostic procedures performed by specially trained speech-language pathologists (hereinafter referred to as “CSA™ Procedures”); and

WHEREAS, Facility wishes to make arrangements with SBA for furnishing certain CSA™ Procedures to residents of the Facility and SBA agrees to provide such CSA™ Procedures upon the terms set forth herein.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, and other good and valuable consideration, SBA and the Facility agree as follows:

ARTICLE I OBLIGATIONS OF SBA

1.1 CSA™ Procedures.

(a) SBA shall provide CSA™ Procedures to all physician-referred residents of the Facility needing CSA™ Procedures. In connection with providing CSA™ Procedures to residents of the Facility, SBA shall:

(i) provide qualified, licensed professionals to provide CSA™ Procedures to residents of Facility;

(ii) meet with residents, their attending physicians, and family members of residents to discuss the course of treatments, including without

limitation, the treatments provided, the results expected, and result of past treatments;

(iii) assist the Facility in developing policies and procedures for the implementation and delivery of CSA™ Procedures; and

(iv) provide administrative and clinical management and supervision of all therapists, CSA™ Procedures, documentation and in-service training, to contribute to a CSA™ program designed to maximize the potential for each resident.

(b) All CSA™ Procedures shall be furnished in accordance with (i) the applicable policies and procedures of the Facility, (ii) all applicable federal, state, or local laws, rules or regulations, and (iii) requirements of third-party reimbursement resources (public or private), or other reimbursement sources which cover CSA™ Procedures (collectively, the "Applicable Laws, Rules and Policies").

(c) CSA™ Procedures shall be rendered by SBA to each resident for whom CSA™ Procedures are ordered by the attending physician in a competent, efficient, and satisfactory manner, in compliance with applicable professional standards, and in accordance with a plan of treatment established from time to time by the attending physician for each resident's care (or by a qualified therapist as permitted by law) and in coordination with the individual plans of care established for each resident, as such plans are modified from time to time.

(d) SBA shall document and make entries in the applicable records of Facility relative to each evaluation and treatment rendered. These records shall be maintained in accordance with all Applicable Laws, Rules and Policies and in a form that is required for third-party reimbursement purposes.

(e) SBA shall promptly notify the Facility if any CSA™ Procedures cannot be rendered within a timely fashion so that the Facility can locate an alternate provider for the instrumental swallow and/or voice assessment.

1.2 Preparation and Maintenance of Records and Reports.

(a) SBA shall prepare and document such records of the CSA™ Procedures it provides pursuant to this Agreement (including progress notes and observations) as may be required by Applicable Laws, Rules and Policies to be incorporated into the clinical records of the Facility. Such records shall be prepared and maintained in accordance with Applicable Laws, Rules and Policies of the Facility.

(b) SBA shall submit written reports with regard to any CSA™

Procedures rendered to a resident as required by the Facility. The timely submission of all reports is a necessary material term and condition of this Agreement.

ARTICLE II OBLIGATIONS OF FACILITY

2.1 Compensation. The Facility shall compensate SBA for the provision of CSA™ Procedures to residents of the Facility in accordance with Article III of this Agreement.

2.2 Resident Information. The Facility shall furnish SBA with all applicable resident information required for documentation and submission of any bills for CSA™ Procedures rendered. The Facility shall also notify SBA of any changes in the eligibility or coverage status of the Facility's residents being treated by SBA. The Facility shall furnish SBA with all other information, assistance, documentation, and cooperation which may be required or appropriate for SBA to fulfill its respective duties and responsibilities under this Agreement and pursuant to any applicable federal and state laws.

2.3 Equipment Materials and Work Space. The Facility will provide work space for SBA to perform CSA™ Procedure, and SBA will provide basic equipment, and supplies that are necessary for SBA to provide the CSA™ Procedures identified in this Agreement.

2.4 Control and Responsibilities. The Facility shall act as the provider of CSA™ and shall exercise supervision and control over all CSA™ Procedures furnished, which Services shall include, without limitation, the following:

(a) accepting residents for treatment in accordance with admission policies established by the Facility for such Services;

(b) maintaining a complete and timely clinical record of each such resident, including, without limitation, diagnosis, medical history, physician's orders, and progress notes relating to such Procedures rendered;

(c) maintaining an open line of communication with the attending physician of each resident being treated by SBA with regard to the progress of the resident to assure that the resident's plan of treatment is periodically reviewed by the physician; and

(d) securing from the physician the required certifications and re-certifications.

ARTICLE III COMPENSATION AND BILLING

3.1 Compensation and Billing

(a) SBA shall be entitled to compensation for its CSA™ Procedures in accordance with the schedule of SBA's charges attached hereto as Exhibit A and made a part hereof. Unless otherwise agreed upon, all amendments or changes to the schedule of charges shall be effective thirty (30) days after the date upon which both SBA and the Facility agree to such changes in writing.

(b) SBA shall submit its detailed invoice to the Facility by the fifth (5th) business day following the end of each calendar month. The Facility agrees to pay SBA within thirty (30) days of the receipt of timely-submitted invoices. Payments not timely received shall be subjected to a 1.5% service fee for each thirty (30) day period beyond the due date. Additionally, the Facility shall pay SBA all collection costs, including, without limitation, attorney's fees, court costs, and any costs of appeal.

(c) SBA shall have the right to terminate this Agreement at any time after any compensation due to SBA under the terms of this Agreement is not paid within ten (10) days of the Facility's receipt of written notice from SBA that said compensation is past due.

(d) SBA shall be paid by the Facility on a "fee-for-service" basis for the CSA™ Procedures that SBA has agreed to provide under the terms of this Agreement. The Facility is responsible for billing for CSA™ Procedures, collecting payment from third-party payors, and/or the resident, and paying SBA for its CSA™ Procedures. SBA shall not bill any resident or any resident's health insurance program.

3.2 Denied Payments.

(a) SBA and Facility shall cooperate with each other in any appeal process, meetings and/or audit procedures which may result from a denial of payment.

(b) Except as provided in this subparagraph (b), SBA's right to payment for the CSA™ Procedure furnished under this Agreement shall not be contingent upon the ability of the Facility to collect the amounts billed to any applicable payment program or to any individual resident. Notwithstanding the foregoing, the Facility, however, shall be under no obligation to pay SBA for amounts owed where a denial or rejection of a claim or a failure to collect arises out of SBA's failure to:

(i) submit to the Facility in a timely basis complete invoices and other necessary documentation for a claim; or

(ii) provide CSA™ Procedures in accordance with this Agreement; such examples of this are, without limitation, providing CSA™ Procedures (1) in an inappropriate manner, (2) in an excessive manner, (3) that are not properly documented, or (4) that are not necessary.

ARTICLE IV INSURANCE

4.1 SBA and Facility. Throughout the Term of this Agreement, SBA and Facility, shall maintain such general liability, professional liability, and workers' compensation insurance as it may determine, in its sole discretion, is necessary to protect itself against any claims, liabilities, damages, or judgments which may arise out of its performance of its obligations under this Agreement. Notwithstanding the foregoing, both parties shall have the right, upon written request to one another, to review all such policies as to form and substance. If required both Facility and SBA shall submit, prior to the effective date of this Agreement, a certificate of insurance issued by an insurance company and providing insurance coverage of Facility and SBA that are both acceptable to Facility and SBA, respectively, in its sole discretion.

ARTICLE V TERM AND TERMINATION

5.1 Term. This Agreement shall commence on _____ **2025** and shall continue for consecutive terms of one (1) year each, which shall be automatically renewed unless terminated sooner as provided herein (the "Term").

5.2 Termination without cause. Either party hereto at any time during the Term of this Agreement may terminate this Agreement upon thirty (30) days' written notice to the other party. At the end of the thirty (30) day period, this Agreement shall terminate for all purposes, provided that any obligations of either party arising from this Agreement prior to the termination date shall continue until such obligations are fulfilled.

5.3 Termination with cause. (a) In the event either party shall refuse to

correct any deficiencies in its performance under this Agreement, after prior written notice from the non-defaulting party and after a reasonable opportunity to correct such deficiencies, which shall not be less than ten (10) days, this Agreement may be terminated by the non-defaulting party immediately.

(b) In the event of (i) the making by either party of any general assignment for the benefit of creditors; (ii) the filing by or against either party of a petition to have such party adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy; (iii) the appointment of a trustee or receiver to take possession of substantially all of either party's assets; or (iv) the attachment, execution or other judicial seizure of substantially all of either party's assets, this Agreement is immediately terminated.

ARTICLE VI MISCELLANEOUS COVENANTS

6.1 Notice. Any notice required to be provided to any party to this Agreement shall be in writing and shall be considered effective as of the date of deposit with United States Postal Service by certified or registered mail, postage prepaid, return receipt requested and addressed to the party as follows:

If to SBA:

Chris Gaskill
Southeastern Biocommunication Associates, LLC.
1678 Montgomery Hwy #104
PMB 180
Birmingham, Alabama 35216
205 340 6068
Fax 1 800 221 0895

If to Facility:

6.2 Entire Agreement. This Agreement constitutes the entire agreement of the parties, as a complete and final integration thereof. All understandings and agreements heretofore had between the parties are merged into this Agreement, which alone fully and completely expresses their understandings. In entering this Agreement, neither party hereto has relied upon a representation or warranty made by either party which is not contained in this Agreement or expressly

referred to herein.

6.3 Assignment. Except as otherwise provided in this Agreement, neither party shall assign their respective rights, duties, and/or obligations under this Agreement without the prior written consent of the other party to this Agreement.

6.4 Binding Agreement. The terms, covenants, conditions, provisions, and agreements contained herein shall be binding upon and shall inure to the benefit of the parties hereto. Except as provided in this Agreement, no other party may be contracted with by the Facility to furnish CSA™ Procedures during the term of this Agreement.

6.5 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Alabama, and all of the rights, powers, and liabilities of the parties hereunder shall be determined in accordance with Alabama law.

6.6 Status of the Parties. The relationship between the parties hereto is that of independent contractor and neither party is employee or the agent of the other. Nothing in this Agreement shall be deemed to authorize either party to exercise control or dominion over the manner in which the other party conducts its business or performs its obligations hereunder or to create a joint venture. Facility acknowledges that it has full control over the acts of all its employees and agents (except SBA's employees or agents) caring for residents within Facility's premises. SBA shall not be responsible for any losses or liabilities sustained as a result of any actions or omissions of or by Facility or any of its officers, owners, employees or agents. Likewise, SBA acknowledges that it has full control over the acts of all its employees and agents providing CSA™ Procedures to Facility's residents within Facility's premises. Facility shall not be responsible for any losses or liabilities sustained as a result of any actions or omissions of or by SBA or any of its officers, owners, employees or agents.

6.7 Compliance with law. Both parties shall use their best efforts to comply with all applicable laws, rules and regulations, including but not limited to the Medicare/Medicaid Anti-Fraud and Abuse Statute, 42 U.S.C. ' 1320a-7b(b), the Stark Statute, 42 U.S.C. ' 1395nn, the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. ' 201 *et seq.*, Title VI of the Civil Rights Act of 1964, sections 503 through 504 of the Act of 1973, and applicable provisions of the Americans With Disabilities Act.

6.8 Entire Agreement and Benefit. This Agreement contains the entire agreement of the parties, and there are no agreements with respect to the matters set forth herein other than as set forth herein. This Agreement may not be changed except by a writing signed by the party against whom the enforcement or any

waiver, change, extension, modification or discharge is sought. This Agreement shall bind all parties, their respective successors and assigns.

6.9 Severability. If any provision in this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

6.10 Access to Books, Records and Documents, and Confidentiality.

(a) For purposes of Section 1861(v)(1)(I) of the Social Security Act, as amended, and any written regulations thereto, SBA shall comply with the following statutory requirements governing the maintenance of documentation to verify the cost of CSA™ Procedures rendered under this contract:

(i) Until the expiration of four (4) years after the furnishing of the CSA™ Procedures pursuant to this Agreement, SBA warrants and represents that, as provided in the applicable federal regulations, upon written request, the following shall be made available to CMS, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives:

(1) This Agreement;

(2) all books and records necessary to verify the nature and extent of the costs of any CSA™ Procedures furnished pursuant to the Agreement for which payment may be made under the Medicare Program; and

(ii) if SBA carries out any of its duties under this Agreement through a subcontract or subcontracts with an aggregate value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period with another organization, then each such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such CSA™ Procedures pursuant to such subcontract, the other organization(s) shall make available, upon written request, to CMS or, upon request, to the Comptroller General of the United States or any of their duly authorized representatives, the subcontract, and all books and records necessary to verify the nature and extent of the costs of any CSA™ Procedures furnished pursuant to such subcontract for which payment may be paid under the Medicare Program.

If it is determined under any existing or future federal or state laws that other documents should be retained regarding the furnishing of CSA™ Procedures, SBA agrees to this retention and further agrees to provide these documents upon written request to any appropriate agency acting with the requisite legal authority.

6.11 Confidentiality and Disclosure of Patient Information.

(a) SBA acknowledges that in the course of providing the CSA™ Procedures called for by this Agreement it may have access to confidential protected health information, as defined in 45 C.F.R. § 164.501 (“PHI”). As set forth in 45 C.F.R. § 164.504(e), SBA may use and/or disclose this PHI solely (i) for the purposes of providing the CSA™ Procedures called for by this Agreement, (ii) for the proper management and administration of SBA, or (iii) to carry out the legal responsibilities of SBA.

(b) If SBA discloses this PHI to another person or entity, SBA must (i) obtain reasonable assurances from such other person or entity that the PHI will be held confidentially and used or disclosed only as required by law or for the purpose for which it was disclosed to the person or entity; and (ii) require such other person or entity to notify SBA of any instances of which it is aware in which the confidentiality of the PHI has been breached. SBA will (a) not use or further disclose PHI other than as permitted by this Agreement or required by law; (b) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement; (c) promptly report to Facility any use or disclosure of PHI other than as permitted by this Agreement; (c) promptly report to Facility any use or disclosure of PHI not provided for by this Agreement of which SBA becomes aware; (d) make available PHI in accordance with 45 CFR § 164.524; (e) make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526; (f) make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528; (g) make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by SBA on behalf of, Facility available to CMS and Facility for purposes of determining compliance with 45 CFR §§ 164.500–534; (h) ensure that any agents, including subcontractors, to whom SBA provides PHI received from or created or received by SBA on behalf of, Facility agree to the same restrictions and conditions that apply to SBA with respect to such PHI; and (i) upon termination of this Agreement, for whatever reason, return or destroy, if feasible, all PHI received from, or created or received by SBA on behalf of, Facility that SBA maintains in any form, and retain no copies of such PHI, or if such return or destruction is not feasible, SBA will extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

6.12 Arbitration. Any and all disputes between Facility and SBA must be submitted to binding arbitration conducted by, and according to the rules and procedures of, an independent and impartial entity that is regularly engaged in providing arbitration services (the “Arbitration Services Provider”). The Arbitration Services Provider shall be selected by both Facility and SBA. Neither Facility nor SBA will have any claims heard or decided in court. Both parties understand and agree that their claims will be heard and decided by an arbitrator rather than by a judge or a jury. This includes all claims or controversies that would constitute a cause of action in a court, including but not limited to claims for compensation due; claims for breach of contract or promise (express or implied); tort claims; claims for discrimination; and claims for violation of any federal, state, local, or other governmental law, statute, regulation, or ordinance.

6.13 Captions. The captions of this Agreement are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of this Agreement or the intent of any provision hereof.

6.14 Further assurances. Each of the parties hereto shall execute such additional instruments as may be reasonably required to carry out the purposes and intent of this Agreement and to fulfill the obligations herein stated.

6.15 Multiple counterparts. The parties hereby agree that any number of counterparts of this Agreement may be executed, and that each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

6.16 Prevailing party. In any action brought to enforce the terms of this Agreement, the prevailing party shall be entitled to all collection costs, including without limitation attorneys' fees, courts costs, and any cost of appeal.

6.17 Program exclusion. Each party hereby confirms that it is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program. Each party also confirms that it has not been convicted of a criminal offense related to the provision of health care items or services, and that it has not been excluded, debarred, or otherwise declared ineligible to participate in any federal health care program at any time in the past. Both parties agree to immediately disclose to the other any debarment, exclusion, or other event that makes it ineligible to participate in a federal health care program.

6.18 Referral disclaimer. Under no circumstance is either party to this Agreement required to refer any business of any kind to the other party.

6.19 Waiver. No waiver by any party of any default, breach, or violation of any term or provision of this Agreement shall be deemed to be a waiver of any other breach, default, or violation of the same, or any other term or provision contained

herein.

6.20 Assistance in Litigation. In the event of litigation against either party, its directors, officers, agents, or employees (collectively, the “Litigation Party”) based upon a claim of negligence, malpractice, or any other cause of action, the other party shall provide the Litigation Party with full access to (including the right to obtain copies for a reasonable fee) all resident records in the other party’s possession which are related in any way to the litigation or the defenses asserted by the Litigation Party in the litigation. The Litigation Party’s rights under this section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, sealed, and delivered this Agreement through their duly authorized representatives, as of the day and year first written above.

By: _____

Its: _____

**SOUTHEASTERN BIOCOMMUNICATION
ASSOCIATES, LLC**

By: _____

Chris Gaskill

Its: **Vice President of Operations**

EXHIBIT A

(a) The compensation owed by Facility to SBA for the provision of CSA™ Procedures to residents of the Facility shall be determined as follows:

CSA™ Procedures

\$_____ per procedure
Contact SBA for current rates

This compensation is earned when SBA begins the CSA™ Procedure.

(b) One on one training will be provided to the treating SLP after each CSA™ Procedure (as staff available) to assist in the development of the plan of care and appropriate treatment interventions.

(c) Additional In-services provided per Facility request for training that does not involve the care or treatment of a specific patient shall be compensated at **\$75.00** per hour of service. Additional reasonable charges may be incurred for travel expenses for facility trainings more than one hour outside the Birmingham Metropolitan area.

(d) In the event that Facility requests that SBA provide a CSA™ Procedures to a patient of Facility, but cancels the procedure without providing SBA at least twenty-four (24) hours advance notice, SBA shall receive a cancellation fee of \$150.00 per canceled procedure. Notwithstanding the foregoing, SBA may waive such cancellation fee if SBA determines, in its sole discretion, that the failure to give adequate notice of the cancellation was beyond the Facility's control. However, in the event SBA arrives at Facility and begins procedure, including medical record review, equipment set up, patient preparation (including vital signs), and it is noted that the patient is medically unstable or outside the CSA™ parameters for a safe procedure; and unable to participate, an aborted procedure fee of \$125.00 will be charged. In this event, medical record documentation will be completed and nursing/therapy will be notified of the medical findings related to the aborted procedure (CPT 92612-52). In these instances, SBA may recommend physician consultation.

Initials: SBA_____

Facility_____