



Service Agreement

500 Grapevine Hwy #106, Hurst, TX 76054

Phone: 817-514-MBS1 or 1-888-514-MBS1 Fax: 817-514-MBS8 or 1-877-514-MBS8

www.dysphagiadiagnostex.com

THIS AGREEMENT, by and between the Facility _____ under the Corporate name of _____

located at _____.

Service agreement entered into on this _____ day of _____, 2019,

Hereinafter referred to as "Facility, and DiagnosTEX, LLC/Provider.

Whereas, Facility is a healthcare facility for the provision of patients services; licensed to provide skilled services and assisted living; and

Whereas, DiagnosTEX, LLC is a management service organization that provides outpatient service for mobile videofluoroscopic Modified Barium Swallow Studies ("MBSS") service as part of a comprehensive dysphagia consultation; and

Whereas, Facility desires that DiagnosTEX, LLC offer residents/patients of the Facility access to this service provided by DiagnosTEX as a separate and free standing mobile medical clinic.

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

DiagnosTEX, LLC shall, at the Facility's request, and upon receipt of a physician's order, patient face sheet, DiagnosTEX authorization form, and DiagnosTEX history intake form, provide the Dysphagia Consultation to include the Modified Barium Swallow Study service at the Facility's location, but not within the Facility.

DiagnosTEX, LLC shall provide a consulting physician from DiagnosTEX PLLC physician group, speech pathologist, technician, the mobile videofluoroscopy clinic, and other equipment necessary to conduct the MBSS service on every dysphagia consultation and evaluation. DiagnosTEX PLLC is a group medical practice providing specialized services for Dysphagia Consultation including Modified Barium Swallow Studies (MBSS) for DiagnosTEX, LLC.

All DiagnosTEX, LLC and DiagnosTEX PLLC 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. DiagnosTEX LLC shall be responsible for ensuring the DiagnosTEX PLLC and all subcontractors providing service hereunder comply with the terms of this Agreement.

A consulting physician with DiagnosTEX PLLC will be present during the entire MBSS procedure on the mobile clinic, as required by the Texas State Board of Examiners, for each resident of the Facility for whom the MBSS service is performed,

DiagnosTEX, LLC shall provide to the Facility within 24 hours, (a) DVD copy of the MBSS procedure, (b) the speech language pathologist's typed report and recommendations, (c) and the consulting physician's typed evaluation report and

management recommendations. The physician report is available of DiagnosTEX patient portal within 48 hours after the completion of the consult.

Facility shall (a) provide DiagnosTEX, LLC, with sufficient parking space to accommodate the mobile videofluoroscopy clinic within a safe distance and passage from Facility doorway to the mobile clinic considering all weather conditions, (once the patient has left the Facility and is on board the DiagnosTEX clinic, Texas Transportation regulations do not allow DiagnosTEX to move the clinic until the patient has been removed or secured ; (b) provide by fax all required paperwork (copy of the face sheet, physician's orders, authorization form, history intake form and copy of History & Physical) provided to DiagnosTEX LLC prior to scheduling the appointment, have the patient's medical records/chart available for review upon the day of consultation for the physician, along with individual treatment records necessary for the proper evaluation, screening, and treatment of, and provision of services to, such patient.

All required paperwork must be received at DiagnosTEX by fax prior to scheduling the Dysphagia Consultation including Modified Barium Swallow Study.

The facility must provide DiagnosTEX, LLC with reasonable notice in the event of a cancellation, patient change in status, or change in patient information. If DiagnosTEX, LLC is not notified of a cancellation before the mobile clinic arrives at the facility to see the patient, a cancellation fee of \$150.00 will be applied.

DiagnosTEX, LLC and DiagnosTEX, PLLC reserve the right to terminate an MBSS procedure if the patient is inappropriate for the evaluation or is determined medically unstable by the consulting physician present on the mobile clinic. DiagnosTEX medical staff has a right to determine if the patient is medically unstable or inappropriate for the evaluation due to behavior, positioning, or current medical status. The DiagnosTEX medical staff also has the right to decline the presence of any non-DiagnosTEX observer during the medical consultation and imaging procedure.

INSURANCE

DiagnosTEX, LLC shall secure and maintain at all times during the term of this Agreement, professional and general liability insurance of not less than \$1,000,000 per claim or occurrence and 2,000,000 in the aggregate, in addition to workers compensation coverage that meets the state statutory minimum, insuring DiagnosTEX, LLC and its employees and agents for the services delivered by them hereunder. DiagnosTEX, PLLC shall maintain Professional and general liability of 5,000,000 for each occurrence and general aggregate. Upon request, a copy of a certificate of insurance shall be provided evidencing such coverage and medical liability for DiagnosTEX as well as individual policies of the providers. DiagnosTEX becomes liable for the patient once the DiagnosTEX staff has come in contact with the patient to begin the dysphagia consultation.

The Facility will maintain general and professional liability insurance to provide coverage 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 or being transported to or from the DiagnosTEX mobile clinic.

PAYMENT

For all services provided under this agreement DiagnosTEX, LLC will bill *Medicare Part B* directly for all physician codes/charges (arising from the services of DiagnosTEX, PLLC) except the speech therapy code, 92611. This speech therapy code falls under consolidated billing (CB) and will be billed to the Facility whether the patient is in a covered or non-covered stay. Section 1888 (e) (A) (ii) of the Social Security Act which specifies that physical therapy, occupational therapy, and speech language pathology services are subject to CB even when they are furnished by (or under the supervision of) a physician. The services included in the CB requirements cannot be billed to the patient or to Medicare Part B by DiagnosTEX, PLLC. The billed rate will be dependent on the county (Fee Schedule attached hereto as Exhibit A) in which services are rendered. This rate will vary each year depending on the current year's Medicare fee schedule.

Under Medicare Part A (see Fee Schedule) the Facility will be billed for the CPT code 92611 (Modified Barium Swallow Study) and for the technical component of the radiology codes. DiagnosTEX, LLC will bill the DiagnosTEX, PLLC professional component charges directly to Medicare.

Any HMO, managed care group (MCG), Medicaid, or other 3rd party payor that DiagnosTEX, PLLC is contracted with will be billed directly to the insurance and not to the Facility. For any services rendered to patient insured through a non-contracted HMO or MCG, the Facility must obtain the preauthorization number from the HMO or MCG prior to the MBSS service being completed. DiagnosTEX, LLC is not responsible for obtaining such preauthorization numbers for a facilities residents/patients.

*****For all services provided on site to a home, not under direct medical services, a university outpatient clinic, adult day care, community center, place of work, school, or similar entity where patient is not admitted, the patient/individual may be responsible for all payment due. DiagnosTEX will bill the individual's insurance and the individual will be responsible for any amount not covered by their current plan, as well as any travel fee.*****

DiagnosTEX Submission of Claims to Payors.

Except as required by applicable law, third-party payor policy, or as specifically directed otherwise by Facility in writing, DiagnosTEX LLC shall seek reimbursement directly from governmental sources and other third-party payors for the following Services: a) the professional component of services rendered to residents/patients covered under Medicare Part A; and b) services covered by Medicare Part B, Medicaid, private insurance, health-care plans or other third-party payors which reimburse DiagnosTEX, LLC directly. Such claims shall be billed according to the Fee Schedule attached hereto as Exhibit A. Except as set forth in Exhibit A, DiagnosTEX LLC agrees to perform all DiagnosTEX PLLC Medicare Part B billing for provider services rendered to residents/patients and to accept assignment for all such services as required by federal statutes. The resident or the resident's responsible party will only be billed for the deductible amounts or co-payment amounts not reimbursed by a third-party payor.

DiagnosTEX Submission of Invoices to Facility.

DiagnosTEX, LLC shall bill and Facility shall pay DiagnosTEX PLLC for: a) services to be billed to the Facility pursuant to Facility's written request; and b) the Modified Barium Swallow Study code (92611) and the technical component of services reimbursable by Medicare Part A. Such services shall be billed according to the Fee Schedule attached hereto as Exhibit A. *DiagnosTEX will bill the facility within 30 days of the date of service. However, the 30 day requirement is waived in any case where the facility fails to correctly identify the beneficiary as being in a Part A stay and DiagnosTEX receives a claim denial from CMS or a CMS recoupment letter requesting repayment for a service payable by the facility under consolidated billing.* The Facility agrees to pay the amount reflected on the invoice for services within thirty (30) days of receipt, provided, however, that all payments by Facility to DiagnosTEX PLLC shall be expressly conditioned upon DiagnosTEX's satisfaction of all applicable Medicare requirements, including, without limitation, all coverage criteria and the timely completion and submission of all proper documentation to Facility. Late payments by Facility will result in a late payment charge of **one (1) percent per month. If you do not wish for this minimal late fee to be applied to any invoice, please pay all invoices in the agreed time limit stated in this service agreement.** If a Facility is 60 days overdue on payment for a maximum of 5 completed diagnostic services, the Facility will be placed on hold for scheduling any additional services until the overdue invoices are made current.

Private Payment.

Payment for services not covered by a third party payor will be billed to the resident or the patient's responsible party as set forth in the Fee Schedule attached as Exhibit A. The responsibility for payments not covered by a third-party payor shall rest solely with the patient or with the patient's 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 acknowledging the MBSS services to be provided and responsibility for payment of such services.

VENDOR SERVICES

DiagnosTEX LLC and DiagnosTEX PLLC medical practice and staff shall not be considered an employee or agent of Facility for any purpose and no partnership, joint venture, or co-venture shall be created by virtue of this Agreement or the performance by DiagnosTEX, LLC hereunder. The parties hereto are contracting with one another solely for the purposes set out herein. DiagnosTEX, LLC, as a company, acknowledges that as an independent contractor providing a radiology service, neither DiagnosTEX LLC and/or DiagnosTEX PLLC nor their respective providers, employees or agents are covered under Facility's workers' compensation, general or professional liability insurance and are not entitled to any fringe benefits afforded to employees of Facility. In addition, the Facility does not consider any of the employees of DiagnosTEX LLC or DiagnosTEX PLLC contract employees and cannot bill for their hours on the mobile clinic. DiagnosTEX employees have an employment agreement with DiagnosTEX, not the independent Facilities. All DiagnosTEX employee files are kept confidential at the corporate office. DiagnosTEX certifies and attests that it has verified the employment eligibility, education, and identification on all employees. Employment Screening Services, ESS, conducts all of DiagnosTEX employee criminal background checks. DiagnosTEX also certifies and attests that all employees that have patient interaction at a facility are current on criminal background checks, state licensure, continuing education, CPR, vaccinations of tuberculosis, influenza, and Hepatitis B (acceptance or declination), job descriptions and up to date skill sets and competencies, including but not limited to OSHA and HIPAA with all employees.. DiagnosTEX further represents and warrants that neither it nor any of its employees has been excluded, barred or suspended from Medicaid or Medicare programs. . DiagnosTEX represents and warrants that neither it or nor any of its employees had been convicted, under federal or state law of a criminal offense related to the neglect or abuse of a patient.

DiagnosTEX employees do not provide their services inside the healthcare Facility.

DiagnosTEX is a Self Employed Medical Practice, not a contract agency.

Registered with Department of Texas State Health Services with a Certificate of X-ray Registration

Texas State Department of State Health Services, Division of Regulatory Services, conducts regular inspections, last inspection was in 2017.

DiagnosTEX is registered Medicare Provider, with its own Medicare number.

DiagnosTEX Physicians (PLLC)

- Texas State Medical License
- HIPAA
- OSHA
- JPS Health Network Fluoroscopy Radiation Safety Course
- Santa Barbara College School of Radiology Physician Fluoroscopic Permit Course
- University of Texas MD Anderson Advanced Training Program in the Safe Use of Fluoroscopy

DiagnosTEX Speech Pathologists

- Texas State License
- ASHA certified with Certified Clinical Competence
- TXSBESLPA – Speech Pathology Jurisprudence Exam
- DiagnosTEX Employee Orientation
- HIPAA
- OSHA
- Radiation Safety Training
- Competency Training in Usage and Storage of Barium
- Adult CPR and AED
- Completed DiagnosTEX SLP training on MBSS

DiagnosTEX Technicians

- DiagnosTEX Employee Orientation
- HIPAA
- OSHA
- Adult CPR, Emergency Basic First Aid, Bloodborne Pathogens and AED Skills

- DiagnosTEX successful patient transportation program
- Landaur Radiation Safety Training
- Competency Training in Usage and Storage of Barium

GENERAL

At all times throughout the term of the Agreement, the parties shall fully comply with all applicable federal, state and local laws, rules and regulations applicable to such Agreements. Nothing in this Agreement shall be construed as an inducement by DiagnosTEX, LLC to Facility to increase the volume or value of services performed by DiagnosTEX, LLC.

HIPAA

As a provider of contract services to the Facility, DiagnosTEX, LLC certifies compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in all areas of service.

Protected Health Information - The parties acknowledge and agree that each is a “Covered Entity” as that term is defined under the regulations implementing the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996 (the regulations and statutes are hereinafter referred to as “HIPAA”), and are therefore subject to the applicable requirements set forth therein, including without limitation: certain limits on uses and disclosures of protected health information (“PHI”); providing for access, amendment, accounting, mitigation, and security access; and the requirements to enter into certain contracts with their “business associates,” as that term is defined under HIPAA. The parties acknowledge that uses and disclosure of PHI under the terms and conditions of this Agreement may be characterized as treatment, payment, or healthcare operations related communications under HIPAA and, therefore, the parties are not required to enter into a “business associate” agreement. DiagnosTEX, LLC shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by provider and its personnel, including without limitation, HIPAA.

Media utilization, HIPAA, and legal exposure

Unauthorized use of any information or content in the provided DiagnosTEX MD or speech pathologist report or recording on provided DiagnosTEX DVD may constitute a HIPAA violation or other legal issue if names, descriptive information or identifying information directly or indirectly are used on social media, blogs etc. by any staff of the Facility. The results of the MBSS studies and other services performed by DiagnosTEX, LLC may only be shared with for health related purposes in accordance with the patient’s informed consent, when disclosure is legally required, or as otherwise authorized by law. Facility shall use commercially reasonable efforts to ensure that its staff members comply with HIPAA and this provision regarding the unauthorized use of PHI or other information provided by DiagnosTEX, LLC.

All Facility employees agree to abide by existing law and ethics regarding:

- Unprofessional conduct
- Unethical conduct
- Moral turpitude
- Mismanagement of patient records
- Revealing a privileged communication
- Breach of confidentiality
- Slander

Violation of state or federal laws that result in civil or criminal penalties, including fines or even jail time. Some of these laws might include state privacy laws, laws related to confidentiality of health records, or criminal laws related to harassment. Case law could also create tort liability such as invasion of privacy, intentional infliction of emotional distress, or possibly libel as well as slander. This information may only be shared with other members of the health care team for health related purposes. Confidential information must only be shared with the patient’s informed consent, when disclosure is legally required, or when a failure to disclose results in significant harm.

Despite HIPAA regulations, this section is not negotiable.

INDEMNIFICATION/LIABILITY

Each party (the “Indemnifying Party”) agrees to indemnify, defend, and hold harmless the other party, together with its owners, members, managers, partners, directors, officers, agents, and employees (together, the “Indemnified Party”) against any and all claims, suits, judgments, losses, damages, costs, fees, and expenses made or instituted against the Indemnified Party to the extent caused by the Indemnifying Party’s acts or omissions in exercising rights or performing duties under this Agreement, except to the extent that they are based upon negligence or willful malfeasance of the Indemnified Party, or upon the failure of the Indemnified Party to perform a duty under this Agreement. The Indemnified Party shall promptly give notice to the Indemnifying Party of any and all claims, suits, judgments, losses, damages, costs, fees, and expenses for which the Indemnified Party seeks indemnification. The Indemnifying Party shall be entitled to assume the defense of any matter in which indemnification is sought, subject to giving prompt notice of its intention to do so. The Indemnified Party shall cooperate with the Indemnifying Party in such defense and make available all witnesses, pertinent records, materials, and information in the Indemnified Party’s possession or control relating to the matter as is reasonably required by the Indemnifying Party. The Indemnifying Party may not settle any such claim without the prior express written consent of the Indemnified Party.

RELATIONSHIP OF PARTIES; THIRD PARTY BENEFICIARIES.

The relationship of Facility and DiagnosTEX, LLC is that of an independent service contractor and **no provision** contained herein shall be construed to create a partnership, joint venture, agency or any form of employment relationship by and between provider or its employees, and Facility. The parties hereto further agree that there shall be no third party beneficiaries under the Agreement.

COMPLIANCE WITH LAWS

DiagnosTEX, LLC and DiagnosTEX PLLC shall ensure that qualified and appropriately licensed personnel, in accordance with Texas State Board of Medical Examiners and all other applicable laws, provide all services required. DiagnosTEX as an employer has a right to maintain all DiagnosTEX employee files as confidential.

DiagnosTEX, LLC and PLLC shall render services to Facilities residents/patients without discrimination due to gender, gender identity, sexual orientation, race, religion, color, national origin, disabled/handicapping condition, protected veterans status, or age. DiagnosTEX, LLC and PLLC 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. DiagnosTEX also reserves the right to decline any observers on the mobile medical clinic, including facility staff, if it interferes with the medical evaluation of the patient.

COMPANY STANDARDS

DiagnosTEX PLLC is a physician owned medical practice. DiagnosTEX, LLC and DiagnosTEX PLLC represents and warrants that it has met and follows all of the requirements:

- Licensed and approved by Texas Department of Health/Bureau of Radiation Control – certificate available upon request
- Health Insurance of Aged Persons (Title XVIII of the Social Security Act/Medicare Act)
- Texas State Board of Medical Examiners as a Medical Practice
- Code of Ethics of the American Speech-Language-Hearing Association (ASHA)
- Texas State Board of Examiners for Speech Pathology
- Title VI of the Civil Rights Act of 1964
- Comply with all JCAHO accredited facilities to meet JACHO standards regarding credentialing of physicians
- Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- Occupational Safety and Health Administration (OSHA)
- Physicians with individual Medical Malpractice Coverage – copies available
- Company Professional Liability Insurance – copies available
- Texas Health and Safety Code Chapter 224

DiagnosTEX, LLC shall insure that all employees are trained and educated to the skill required in the service provided to the population and institutions serviced. DiagnosTEX employee files are kept confidential at the DiagnosTEX corporate office. DiagnosTEX will provide incident reports for any situation or incident involving a Facility, Facility staff, Facility patient or employees. DiagnosTEX medical staff has the right to determine if the patient is medically unstable or inappropriate for the evaluation due to behavior, positioning, or current medical status. The DiagnosTEX medical staff also has the right to decline the presence of any non-DiagnosTEX observer during the medical consultation and imaging procedure.

MUTUAL COOPERATION.

Each party shall, at the request of another, take all actions reasonably necessary to further effectuate the terms of this Agreement and otherwise mutually cooperate with the other party to accomplish the purposes of the Agreement.

SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. **The Facility and/or Corp. agree to notify DiagnosTEX, LLC immediately of any Facility name changes or ownership in relation to the terms of this Agreement, as well as filing a chapter 11 bankruptcy petition under Chapter 11 of Title 11 of the United States Code 11 U.S.C. 101-1330 (as amended, the “Bankruptcy Code”).**

CONFIDENTIAL MATTERS.

DiagnosTEX, LLC shall keep in strictest confidence all information which may be acquired in connection with, or as a result of, this Agreement. During the term and at all times thereafter, DiagnosTEX, LLC shall not, without the prior written consent of Facility, publish, communicate, divulge, disclose or use any information which has been designated by DiagnosTEX or the Facility as proprietary or which DiagnosTEX, LLC based on the surrounding circumstances, ought to treat as proprietary.

GOVERNING LAW.

The Agreement shall be construed and interpreted in accordance with the laws of the state in which the Facility is located, without regard to the conflict of law rules thereof.

INTERPRETATION.

The parties acknowledge that each party and its counsel have reviewed the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of either this Agreement or any amendments or exhibits thereto.

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 thirty (30) days prior written notice. Updates and amendments to terms in service agreement may occur year to year, and additional amendments may be provided to you annually. DiagnosTEX may annually increase fees as rates on fee schedule subject to Medicare rate changes at the beginning of each calendar year or in the event that Congress acts on rate changes at some time throughout the year. Client agrees to pay the fees identified in the Fee Schedule, subject to increases allowed under the Agreement.

DiagnosTEX will notify entity by mail with any current invoices within 15-30 days prior to implementation of a new fee schedule. **(This statement is non-negotiable as change in Medicare rates are regulated by CMS.)**

Amendments to service agreement

Any amendments to this Service Agreement must be agreed up on writing by authorized representatives of the parties.. However, the FEE schedule attached as Exhibit A will automatically be amended to reflect Medicare fee schedule changes. Amendments do not apply to the established DiagnosTEX Fee schedule including statements regarding periodic increased fees annually, which DiagnosTEX may issue from time to time, subject to the details already documented in this agreement.

Amendments also cannot be made reflecting the employment status of a DiagnosTEX employee as an independent contractor to any facility/corporation being serviced.

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: _____
Representative of DiagnosTEX, LLC

Facility Administrator or Authorized Representative signature

Date:

Date:

*******In addition to this signature, please Initial FEE schedule (at the bottom of both page 8 & 9)**

Please return to DiagnosTEX, LLC with completed **Facility Information Sheet and initialed FEE schedule sheets**. Thank you

2019 DiagnosTEX Fee Schedule

Facility or Home Health Company _____

DiagnosTEX may increase fees at the beginning of each calendar year to reflect any changes in the annual Medicare fee schedule or during the calendar year or in the event that Congress enacts Medicare fee schedule changes at some time throughout a calendar year. Facility agrees to pay the fees set forth in the Fee Schedule, subject to such periodic increases. DiagnosTEX, LLC will notify the Facility as soon as reasonably practical of any fee increase by mail. **(This statement is non-negotiable as change in Medicare rates are regulated by CMS.)**

Any Facility (SNF, LTC), Hospital (LTAC, Rehab), or Home Health Agency shall compensate DiagnosTEX, PLLC for services rendered in conjunction with the MBSS provided to Facility's patients at the following rate per evaluation:

MEDICARE PART B - Dysphagia consultation including MBSS

HCPSC/CPT code 92611 billed directly to the facility/HH/hospital

The additional professional and Radiology codes for this consultation/evaluation will be billed to Medicare

Dallas County: \$ 92.28 (CPT code 92611 only)

Tarrant County: \$ 90.94 (CPT code 92611 only)

All Other Counties: \$ 88.79 (CPT code 92611 only)

*These fees were taken directly from the Online Fee Schedule on **Novitas website as of January 2019***

DiagnosTEX, LLC will bill all other technical and professional codes to Medicare for the study on behalf of the DiagnosTEX, PLLC physician group

For all services rendered to a SNF, LTC or LTAC facilities, hospitals and rehabilitation hospitals, Hospice or Home Health:

DiagnosTEX, LLC, shall invoice Facility each month for the Speech Therapy HCPCS/CPT code 92611, "evaluation of swallowing with radio-opaque materials." Under consolidated billing this code can only be billed by the Facility to Medicare or if the facility contracts with a rehabilitation or therapy group for therapy services and they provide Part B billing, then the contracted therapy group must bill this code to Medicare for the Facility. Consolidated billing applies to all therapy codes whether the patient is in a covered or non-covered stay. This code is subject to the Medicare Part B therapy cap and should be billed without modifiers to be reimbursed by Medicare to Facility. Since this code falls under CB, the patient cannot be billed for this procedure code. This information can be found at <http://www.cms.hhs.gov/snfconsolidatedbilling/>

MEDICARE PART A – Dysphagia Consultation including MBSS

(TC & ST Codes) = \$250.00

This contractual fee to the facility includes HCPCS/CPT codes for the technical component of the physician radiology codes & the speech therapy code for the 92611 only.

The Medicare Allowable for these codes is approximately a total of: \$350.00 (92611 + TC codes), the DiagnosTEX reduced contracted rate for 2019 is \$250.00, as listed above.

DiagnosTEX, LLC will bill Medicare directly for all of the additional professional component of the physician radiology charges provided by DiagnosTEX, PLLC

Please Initial _____

2019 FEE SCHEDULE continued

Facility or Home Health Company _____

Negotiated Facility Fee

- DignosTEX, LLC will bill facility on behalf of DignosTEX, PLLC, if requested, for Part B Medicare, Medicaid, or other case by case basis, a **negotiated rate of \$450** form will be sent to the Facility administrator to be signed and returned to DignosTEX, LLC for “accepted financial responsibility” before service is provided. This is a discounted rate to the Medicare allowable (92611 + professional and TC codes)

Private Pay

- DignosTEX, LLC will bill the private pay patient on behalf of DignosTEX, PLLC for the MBSS at a fee of **approximately \$1100 and if this is paid within 30 days, a discount of not less than 50% will be applied for a charge of \$550.00.** Arrangements should be made directly with DignosTEX, LLC by the patient or patient representative. A form will be provided for the patient/family to sign prior to providing services.

Private Insurance/HMO

- DignosTEX, LLC will bill on behalf of DignosTEX, PLLC will bill private insurance companies as well as HMO’s and MCG’s with an authorization/precertification.

Mobile Medical Clinic Travel Fee

The average travel fee for portable X-ray units is \$200 - \$265 per patient, ambulance charges \$15-\$17 per mile)

- DignosTEX Travel Fee for the mobile unit and medical staff, is per facility (not per patient) and/or home health visit **\$25.00**. Travel fees for home health patients must be collected prior to scheduled arrival or upon arrival.
- DignosTEX Travel Fee for facilities or Home health locations over 50 miles from DignosTEX Corp office per facility (not per patient) **\$50.00**

Cancellation Fee - a flat rate of \$175.00 for any study in which we actually arrive at the facility to complete and the patient refuses to participate, cancels once we arrive, is unable to be positioned for the study, or is unable to get up for the study in a timely manner before we have to move on and continue our pre-scheduled day. The fee is to offset expense for our time at the facility, staff and physician participation and effort in attempting the study, and gas expense traveling to the facility with no procedure being completed. The cancellation fee billed to the facility or home health will be \$150.00 per cancelled patient, which is typical for most physicians’ practices. If our staff has contact with the patient, then we have initiated patient care and we will leave documentation of our efforts to complete the study for the medical record. **Facility staff should always evaluate patient the day of scheduled MBSS to reassess for appropriateness, including the ability to position and willingness to participate, and notify us immediately if they need to be cancelled.**

Whether or not all of the levels of coverage apply to your residents/facility, please sign to acknowledge the understanding of all fees listed. If you have any further billing questions please call our office and ask for the billing manager and we will be happy to assist you.

All DignosTEX FEE schedules as documented must be added as an addendum to any corporate ancillary/vendor service agreement

Please Initial _____



Facility Information Sheet

Please fill out completely to be returned with the signed agreement

Facility Name: _____

Address (including zip code): _____

County: _____

Corporate Affiliation: _____

Billing Address: _____

Phone Number: _____ Fax Number: _____

Rehab Company: _____

Tax ID Number: _____ Profit _____ Non-Profit _____
(Non-profit organizations must include copy of exempt certificate)

NPI # _____

Skilled Nursing Unit ___Yes ___No

Medicaid Beds: _____

Administrator: _____

Director of Nursing: _____

Bookkeeper/Billing: _____

Membership: THCA _____ TASHA _____
Purchasing Group _____

Participate in HMO/MCO Yes ___ No ___
If yes, list _____

Do you participate in an Organized Health Care Arrangement (OHCA)? ___Yes ___No

Email contact for forwarding of invoices _____

**We appreciate you taking the time to complete this form.
This allows DiagnosTEX, LLC to service you more efficiently.**