



*Consultants in Dysphagia Diagnosis and Management*  
507 North Sam Houston Parkway East  
Suite #245  
HOUSTON, TEXAS 77060  
Tel: 1-866-675-MBSS or 281-272-MBSS  
Fax: 1-877-676-MBSS or 281-272-6281

## **Mobile Modified Barium Swallow Study Service Agreement:**

**THIS AGREEMENT**, by and between (Facility and/or Corp.) \_\_\_\_\_  
\_\_\_\_\_, located at \_\_\_\_\_  
\_\_\_\_\_ made and entered into this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 200\_\_, hereinafter referred to as “Facility, and PROFESSIONAL  
IMAGING, LLC.

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

Whereas, PROFESSIONAL IMAGING, LLC is a group medical practice that provides mobile videofluoroscopic Modified Barium Swallow Studies (“MBSS”) service as part of our comprehensive dysphagia consultation; and

Whereas, Facility desires that PROFESSIONAL IMAGING, LLC 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**

PROFESSIONAL IMAGING, LLC shall, at the Facility’s request, and upon receipt of a physicians order, patient face sheet, PROFESSIONAL

IMAGING, LLC authorization form, and PROFESSIONAL IMAGING, LLC history intake form, provide the Dysphagia Consultation to include the Modified Barium Swallow Study service at the Facility's location.

PROFESSIONAL IMAGING, LLC shall provide a Consulting Physician, Speech Pathologist, the mobile videofluoroscopy clinic, and equipment necessary to conduct the MBSS service.

All PROFESSIONAL IMAGING, LLC 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 Texas. For each resident of the Facility for whom the MBSS service is performed.

PROFESSIONAL IMAGING, LLC 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 provide PROFESSIONAL IMAGING, LLC, (a) sufficient parking space to accommodate mobile videofluoroscopy clinic (b) required paperwork (copy of the face sheet, physicians orders, authorization form, and history intake form) and medical records/chart available for review upon our consultation for the physician. Individual treatment records should be provided if necessary for the proper evaluation, screening, and treatment of, and provision of service to, such patient. All required paperwork must be received at PROFESSIONAL IMAGING, LLC by fax or upon arrival of the mobile clinic to perform the Modified Barium Swallow Study.

The facility must notify PROFESSIONAL IMAGING, LLC immediately in the event of a cancellation or change in patient information.

### **INSURANCE**

PROFESSIONAL IMAGING, LLC shall 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 PROFESSIONAL IMAGING, LLC, 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 PROFESSIONAL IMAGING, LLC 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. PROFESSIONAL IMAGING, LLC becomes liable for the patient once the PROFESSIONAL IMAGING, LLC staff has come in contact with the patient to begin the dysphagia consultation.

### **PAYMENT**

For all services rendered hereunder, PROFESSIONAL IMAGING, 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 a rate dependent on county (see fee schedule). This particular charge/CPT code is 92611 which the facility bills under consolidated billing. The facility will be billed for the technical charges under *Medicare Part A* (see Fee Schedule) and PROFESSIONAL IMAGING, LLC will bill the professional charges directly to Medicare. Any HMO, managed care group, or other 3<sup>rd</sup> party payor that PROFESSIONAL IMAGING, LLC contracts with will be billed directly to the group and not to the Facility. For any services rendered for an *HMO or MCG*, the Facility must obtain the preauthorization number prior to the MBSS being completed, PROFESSIONAL IMAGING, LLC is not responsible for obtaining the preauthorization number.

If an individual has no insurance or Medicare and is Private Pay, PROFESSIONAL IMAGING, LLC 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 PROFESSIONAL IMAGING, LLC within 30 to 60 days of receipt of PROFESSIONAL IMAGING, LLC invoices, mailed to the address listed on the invoice. If no payment is received within this period, PROFESSIONAL IMAGING, LLC will proceed with alternative avenues of collection.

### **INDEPENDENT CONTRACTOR**

PROFESSIONAL IMAGING, LLC Group 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 PROFESSIONAL IMAGING, LLC hereunder. The parties hereto are independent contractors, contracting with one another solely for the purposes set out herein. PROFESSIONAL IMAGING, LLC acknowledges that as an independent contractor, neither PROFESSIONAL IMAGING, LLC 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.

### **HIPPA**

As a provider of contract service to the facility, PROFESSIONAL IMAGING, LLC certifies that we ensure compliance 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**

PROFESSIONAL IMAGING, LLC shall insure that qualified and appropriately licensed personnel in accordance with Texas State Board of Medical Examiners and all other applicable laws provide all services required of PROFESSIONAL IMAGING, LLC hereunder. PROFESSIONAL IMAGING, LLC shall render services to Facilities residents without discrimination due to gender, race, religion, color, national origin, handicapping condition, or age. PROFESSIONAL IMAGING, LLC 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**

PROFESSIONAL IMAGING, LLC is a physician owned medical practice. PROFESSIONAL IMAGING, LLC 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
- 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
- Physicians with individual Medical Malpractice Coverage – copies available
- Company Professional Liability Insurance – copies available

## **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.

Sign Name:

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Professional Imaging, LLC  
Representative

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Facility Administrator or  
Facility Representative

## **FEE SCHEDULE**

Facility shall compensate PROFESSIONAL IMAGING, 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 -----***

**Harris County: \$135.35**  
Brazoria County: \$130.02  
Galveston County: \$128.72  
Travis: \$135.17  
All Other Counties: \$116.93

*These fees were taken directly from the Online Fee Schedule on Trailblazer's website and are reimbursable to the skilled nursing facility*

PROFESSIONAL IMAGING, 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 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](http://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 can not be billed directly for this procedure as the patient is only responsible for the co-insurance or deductible portions not 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----- **Price varies depending on travel time, begins at \$150.00 and caps at \$230.00 depending on location. \*Call 1-866-675-6277 for your Part A Rate**

CPT codes: technical charges only

PROFESSIONAL IMAGING, LLC will bill Medicare for all professional charges

### **HMO/ Private Insurance/Private Pay**

PROFESSIONAL IMAGING, LLC can bill facility, if requested by the facility, for Part B Medicare/Medicaid, or other case by case basis.

PROFESSIONAL IMAGING, LLC will also bill HMO's/Private Insurance directly with a preauthorization number, and any Private Pay Individuals. MBSS fee is \$ 1815.00, but if paid within 30 days a 67% discount will be applied.

MBSS Testing ----- \$598.95.

Facility is required to obtain a preauthorization numbers from private insurance carriers, HMO or MCG, etc...prior to MBS studies being scheduled and performed

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