

**AGREEMENT  
BETWEEN  
SOUTHERN BAPTIST HOSPITAL OF FLORIDA, INC.  
d/b/a WOLFSON CHILDREN'S HOSPITAL  
AND  
MANAGED ACCESS TO CHILD HEALTH, INC.  
d/b/a PARTNERSHIP FOR CHILD HEALTH  
FOR  
PEDIATRIC SPEECH-LANGUAGE AUDIOLOGY PATHOLOGY**

**THIS SPEECH-LANGUAGE AUDIOLOGY PATHOLOGY AGREEMENT** is dated as of the 1<sup>st</sup> day of July, 2016 between **SOUTHERN BAPTIST HOSPITAL OF FLORIDA, INC.**, d/b/a Wolfson Children's Hospital, a Florida not for profit corporation ("WCH"), and **MANAGED ACCESS TO CHILD HEALTH, INC.**, d/b/a PARTNERSHIP FOR CHILD HEALTH, a Florida not for profit corporation ("THE PARTNERSHIP").

**WHEREAS**, WCH owns and operates a regional children's hospital located at 800 Prudential Drive in Jacksonville, Florida dedicated to the provision of inpatient and outpatient medical services for pediatric patients; and

**WHEREAS**, WCH and THE PARTNERSHIP recognize a community need for specialized Speech-Language Audiology Pathology care services for pediatric patients; and

**WHEREAS**, WCH and THE PARTNERSHIP recognize a community need for the continued operation, development and expansion of The Jacksonville Cleft and Craniofacial Program (PROGRAM); and

**WHEREAS**, THE PARTNERSHIP desires to obtain the services of a qualified speech-language audiology pathologist to provide speech-language audiology pathology ("Speech Pathology") services to PROGRAM patients; and

**WHEREAS**, WCH employs a speech-language audiology pathologist who is qualified and available to serve as a speech-language audiology pathologist ("Speech Pathologist"); and

**WHEREAS**, WCH's state tri-fold mission of education, research and service will be enhanced because of opportunities for faculty, resident physicians, fellows and students to participate in clinical, educational and administrative responsibilities through the cooperative efforts of WCH and THE PARTNERSHIP; and

**WHEREAS**, THE PARTNERSHIP desires WCH to provide Speech Pathology services and WCH desires to provide these services to THE PARTNERSHIP according to the terms hereinafter set forth;

**NOW, THEREFORE**, in consideration of the terms, conditions, representations and warranties herein contained and for other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the parties agree as follows:

1. **TERM.** The term of this Agreement shall be for twelve (12) months commencing on July 1, 2016 and ending on June 30, 2017 (the "Initial Term"), unless terminated sooner pursuant to the provisions herein. This Agreement shall renew automatically for successive periods of twelve

(12) months (“Renewal Terms”) under the same terms and conditions or such other terms and conditions as may be mutually agreed upon by the parties for any successive term, unless terminated sooner pursuant to the provisions herein.

2. **QUALIFIED SPEECH PATHOLOGIST.** As of July 1, 2016, WCH shall designate an appropriately qualified Speech Pathologist for purposes of providing services pursuant to this Agreement. THE PARTNERSHIP and WCH agree that Judy Hammer-Knisely, Au.D, MA., CCC/SLP, CCC/AUD shall be the initial Speech Pathologist assigned by WCH to render clinical Speech Pathology services to the patients in PROGRAM. If Judy Hammer-Knisely, Au.D, MA., CCC/SLP, CCC/AUD is unavailable, for any reason, to perform the Speech Pathology services pursuant to this Agreement, WCH may, at its option, assign one or more alternate qualified Speech Pathologist to render the Speech Pathology services in lieu of terminating the Agreement. WCH agrees to the following:

- (a) **Coverage.** WCH shall provide effective coverage / back up for occasions of unavailability of the Speech Pathologist.
- (b) **Employee Performance Assessment.** WCH shall involve THE PARTNERSHIP in the annual evaluation of the Speech Pathologist.

All terms and conditions of this Agreement shall remain in effect with respect to WCH’s assignment of an alternate Speech Pathologist to perform the services agreed to herein.

3. **TIME COMMITMENT/SERVICES/ACTIVITIES.** The Speech Pathologist assigned by WCH shall perform clinical Speech Pathology services and engage in other activities related to the PROGRAM at the equivalent of no more than a 1.0 FTE (Full Time Equivalent) in accordance with CMS and ACPA guidelines and “Speech Pathologist - Cleft & Craniofacial Program Responsibilities” (Attachment 1) to include but not limited to::

- (a) Providing services in the region served by the PROGRAM including but not limited to:
  - (i) Speech, language and feeding evaluation and intervention for children with cleft lip / cleft palate and craniofacial disorders in the PROGRAM at the request of the current speech pathology service provider and where required, with written permission from the patient and/or patient’s caregiver.
  - (ii) hospital visits at the request of the current hospital speech pathology provider with written permission from the patient and/or patient’s caregiver and at the request of the Program Nurse Coordinator. Where required, hospital credentialing of the Program Speech Pathologist will be completed prior to substituting for and performing activities that are within the scope of the Program Nurse Coordinator.
  - (iii) home visits for prenatal consulting and /or assessment and intervention for children with cleft lip / cleft palate and craniofacial disorders.
- (b) Supporting the development and expansion of a comprehensive clinic and program including but not limited to:
  - (i) serving as mentor and preceptor to provide training to speech/language therapists at WCH and in the community;
  - (ii) participating in relevant professional meetings;
  - (iii) involvement in continuous quality improvement;

- (iv) participation in evaluation and research activities; and
- (v) providing program administrative services as needed.

4. **COMPLIANCE WITH LAWS, REGULATIONS, RULES AND STANDARDS.**

- (a) WCH shall cause Speech Pathologist to perform all PROGRAM responsibilities: (i) in a timely manner; (ii) in accordance with THE PARTNERSHIP's rules, regulations, standards and policies; and (iii) in compliance with all federal, state and local laws, hospital rules and regulations and standards of The Joint Commission or other professional association(s). WCH shall ensure that Speech Pathologist shall not engage in personal or professional conduct that, in the reasonable determination of THE PARTNERSHIP, does or may adversely affect the image or standing of THE PARTNERSHIP. It is the intent of the parties that this Agreement comply with Internal Revenue Procedure §97-13 ("Rev. Proc. §97-13"). In the event that the Internal Revenue Service or legal counsel advises either party that this Agreement does not comply with Rev. Proc. §97-13, the parties shall modify this Agreement in order to bring it into compliance.
- (b) The parties enter into this Agreement and shall implement the provisions hereof in full compliance with applicable federal, state and local laws, including but not limited to: maintaining accurate and complete medical records, current, proper and appropriate documentation of the services provided, pursuant to 42 CFR 415.172(b), to support claims submitted for payor payment, compliance with the following laws and their implementing regulations, as the same may be amended: 42 U.S.C. § 1320a-7b(b) (the Medicare/Medicaid Anti-Kickback Statute), 42 U.S.C. § 411 and 42 U.S.C. § 1395nn (the Federal Self-Referral Law), 31 USC § 3729 (False Claims Act), HIPAA, the Medicare Carrier Manual, EMTALA, the Balanced Budget Act, Deficit Reduction Act of 2005, Identity Theft Red Flag Rules (16 C.F.R. § 681.2), and the Internal Revenue Service's regulations against private inurement/private benefit and unrelated business income. To the extent applicable, each party's performance under this Agreement shall be in compliance with the rules, regulations and requirements of the Florida Agency for Health Care Administration (AHCA), The Joint Commission and all applicable state and federal licensing and accrediting bodies.

5. **REPRESENTATIONS.** WCH represents to THE PARTNERSHIP as follows:

- (i) **Licensure and Certification.** Speech Pathologist is and at all times during the term hereof shall remain, duly licensed and certified and in good standing to engage in the unrestricted practice of Speech Pathology.
- (ii) **No Conflict.** Speech Pathologist is not bound by any agreement or arrangement that would preclude him/her from fully performing the services required under this Agreement.
- (iii) **Action Against Licensure and Certification.** Speech Pathologist has not had his/her license or certification denied, suspended, revoked, restricted, terminated or voluntarily surrendered under threat of disciplinary action.

- (iv) **Disclosure.** Speech Pathologist shall immediately notify THE PARTNERSHIP in the event Speech Pathologist has knowledge that any representation or warranty set forth in this Agreement shall no longer be true, correct or complete.

6. **COMPENSATION.** In consideration for the services rendered by WCH and the Speech Pathologist pursuant to this Agreement, THE PARTNERSHIP shall remit to WCH monthly payments of an amount equal to the pro rata cost to WCH of Speech Pathologist's salary, benefits, mileage reimbursement and professional fees (e.g., membership in the Florida Cleft Palate – Craniofacial Association and the American Cleft Palate – Craniofacial Association) based upon the actual FTE equivalent devoted to the Speech Pathology services. The annual payment amount is not to exceed One Hundred Thousand Dollars (\$100,000) for the Initial Term of this Agreement. Monthly payments in arrears shall be remitted by THE PARTNERSHIP to WCH.

Monthly requests for payment from WCH to THE PARTNERSHIP must include documentation of salary, benefits and mileage reimbursement expenses incurred. Acceptable documentation includes, but is not limited to payroll registers, mileage records, and any other documentation deemed necessary and approved by THE PARTNERSHIP for release of payments under this Agreement. Both parties agree to review and renegotiate the Annual Payment prior to each Renewal Term to compensate WCH for any increased cost in Speech Pathologist's salary, benefits and expenses. Each monthly payment shall be due and payable within thirty (30) calendar days of the date of the invoice from WCH to the Administrator of THE PARTNERSHIP or its designee. THE PARTNERSHIP's payment for WCH's services as set forth herein shall be made to WCH at the address provided below.

Baptist Health  
10337 San Jose BLVD, Suite 102  
Jacksonville, Florida 32257  
Attn: Debra Brooks

7. **TERMINATION.** This Agreement may be terminated upon the following circumstances:

- (i) **Termination Upon Mutual Consent.** This Agreement may be terminated at any time by mutual written agreement of the parties.
- (ii) **Termination Without Cause.** Either party may terminate this Agreement, at any time in its sole discretion and without cause, upon sixty (60) calendar days prior written notice to the other party.
- (iii) **Termination for Default.** If either party defaults in the performance of its obligations (including compliance with any covenants) under this Agreement and such default is not cured within thirty (30) calendar days of the receipt of written notice thereof, then the non-defaulting party shall have the right (in addition to any other rights it may have) by further written notice to terminate this Agreement on any future date not less than ten (10) calendar days from the date of such further notice; *provided however*, that if such default is one that cannot reasonably be cured within thirty (30) calendar days and the defaulting party is making good faith and reasonable efforts to cure such default, the defaulting party shall have an additional thirty (30) calendar days in which to cure such default, with any additional time to cure such default at the sole discretion of the non-defaulting party.

8. **POST-TERMINATION OBLIGATIONS.** The termination of this Agreement shall not relieve either party of any obligation pursuant to this Agreement that arose on or before the date of termination and those sections of this Agreement that by their terms extend beyond termination or expiration of this Agreement shall survive and continue in full force and effect after the expiration of the term or any termination of this Agreement.

9. **INDEPENDENT PROFESSIONAL JUDGMENT.** THE PARTNERSHIP, its employees, independent contractors or other agents, shall not exercise control over Speech Pathologist while providing services pursuant to this Agreement. THE PARTNERSHIP, its employees, independent contractors or other agents shall not exercise any control or discretion over the means, manner or method by which Speech Pathologist provides clinical Speech Pathology services hereunder and shall not make any treatment decisions for any patient. The activities of the Speech Pathologist and all other WCH personnel, shall be under the exclusive supervision, direction and control of WCH. WCH shall be solely responsible for ensuring the proper execution and completion of duties of the Speech Pathologist and other WCH personnel as set forth herein. This provision shall not be construed to exempt Speech Pathologist from being subject to applicable policies and procedures of THE PARTNERSHIP.

10. **LIABILITY PROTECTION** WCH shall maintain comprehensive general and professional liability insurance coverage for WCH's facilities and personnel in amounts consistent with that maintained by similar entities, and shall provide evidence of such insurance upon reasonable request of THE PARTNERSHIP.

11. **CONFIDENTIALITY.** WCH shall comply and ensure that Speech Pathologist complies with the privacy and security provisions of HIPAA, which are incorporated herein by reference. The provisions of this Section 11 shall survive termination of this Agreement.

12. **MEDICAL RECORDS.** Throughout the term of this Agreement and following termination of this Agreement, for whatever reason, all medical records and patient lists of THE PARTNERSHIP shall remain in the custody of THE PARTNERSHIP, which shall be deemed the record owner as to those records. Speech Pathologist and WCH shall be entitled to access, remove or copy such records, upon reasonable notice to THE PARTNERSHIP and with the prior written consent of THE PARTNERSHIP, which shall not be unreasonably withheld, except as restricted or prohibited by law. Nothing in this Section 13 shall or shall be deemed to, limit access by patients of THE PARTNERSHIP to their medical records as permitted by law. The provisions of this Section 12 shall survive the termination or expiration of this Agreement.

13. **CONFORMANCE WITH LAW.** The following provisions shall apply with respect to the governance of this Agreement by local, state and federal statutes, rules and regulations:

- (i) **Superseded by Law.** The parties recognize that this Agreement is subject to and shall comply with, applicable local, state and federal statutes, rules and regulations. Any provisions of applicable statutes, rules, or regulations that invalidate any term of this Agreement, that are inconsistent with any term of this Agreement or that would cause one or both of the parties hereto to be in violation of law shall be deemed to have superseded the terms of this Agreement; *provided however*, that the parties shall use all reasonable efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of applicable statutes, rules and

regulations and negotiate in good faith toward amendment of this Agreement in such respect.

- (ii) **Termination or Amendment as a Result of Governmental Regulation.** This Agreement shall comply with: (i) all state and federal laws and regulations regarding Medicare and Medicaid fraud and abuse; (ii) Each party's status as a recipient of governmental or private funds for the provision of health care services; (iii) Each party's status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and (iv) any laws, rules and regulations pertinent to either party's ability to engage WCH and/or the Speech Pathologist under the terms of this Agreement. Both parties shall have the right to terminate or unilaterally amend this Agreement without liability, if on the advice of counsel a party determines, in its reasonable judgment, that the terms of this Agreement more likely than not would be interpreted to violate any laws or regulations applicable to it.

14. **STATUS OF THE PARTIES.** In the performance of services under this Agreement, WCH shall at all times be independent contractors with respect to THE PARTNERSHIP and WCH, WCH's employees and agents, including Speech Pathologist, shall not be agents or employees of THE PARTNERSHIP. Further, nothing contained in this Agreement is intended to or shall create a joint venture, partnership, association or other affiliation or like relationship between the parties. In no event shall either party be liable for debts or obligations of the other party, except as specifically provided for in this Agreement. WCH shall pay any and all required state and federal taxes, workers compensation insurance, unemployment insurance, social security, disability insurance and other applicable withholdings for WCH employees assigned by WCH pursuant to this Agreement. THE PARTNERSHIP shall pay any and all required state and federal taxes, workers compensation insurance, unemployment insurance, social security, disability insurance and other applicable withholdings for THE PARTNERSHIP employees providing services pursuant to this Agreement. The provisions of this Section 14 shall survive termination of this Agreement.

15. **ACCESS TO BOOKS AND RECORDS.** Until the expiration of four (4) years after the furnishing of the services called for by this Agreement WCH shall make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs incurred by THE PARTNERSHIP in purchasing services under this Agreement. If WCH provides such services through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, the subcontract shall also contain a similar clause permitting access to the books and records of such subcontractor.

16. **GOOD-STANDING REPRESENTATION.** WCH represents that Speech Pathologist has never: (i) been convicted of or indicted for, a crime related to health care; (ii) been listed by any federal agency as debarred, excluded or otherwise ineligible for participation in a federally funded health care program (or notified of such action); or (iii) otherwise engaged in conduct for which a person can be so convicted, indicted or listed. WCH shall notify THE PARTNERSHIP in the event of any such conviction, indictment, listing or notification pertaining to Speech Pathologist arises during the term of this Agreement or the three (3) year period following termination or expiration of this Agreement. Upon the receipt of such notice by THE PARTNERSHIP, or if THE PARTNERSHIP otherwise becomes aware of such conviction, indictment, listing or notification, THE PARTNERSHIP shall have the right to terminate this

Agreement immediately, if such Agreement is still in effect. The provision of this Section 16 shall survive termination of this Agreement.

17. **CONSTRUCTION.** Each party acknowledges that it has had the opportunity to be represented by counsel of its choice with respect to this Agreement. In view of the foregoing and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and, in the event of any ambiguity, shall not be construed or interpreted against the drafting party.

18. **HARASSMENT.** THE PARTNERSHIP and WCH each acknowledge and understand that both parties are committed to providing a workplace and patient care environment free of harassment or other offensive behavior, including, but not limited to, sexual harassment. WCH shall ensure that Speech Pathologist refrains from any harassing or offensive behavior while providing services pursuant to this Agreement. THE PARTNERSHIP shall ensure that any of its employees, independent contractors or agents refrain from any harassing or offensive behavior while providing services pursuant to this Agreement.

19. **MISCELLANEOUS.**

(i) **Construction and Venue.** This Agreement shall be construed, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Florida; *provided however*, that the conflicts of law principles of the State of Florida shall not apply to the extent that they would operate to apply the laws of another state. Venue shall lie in Jacksonville, Duval County, Florida.

(ii) **Assignment.** This Agreement or any of the rights hereunder shall not be assignable by WCH without the express prior written approval of THE PARTNERSHIP. This Agreement or any of the rights hereunder shall not be assignable by THE PARTNERSHIP without the express prior written approval of WCH.

(iii) **Notices.** Any notice required to be given hereunder shall be in writing and may be delivered personally or shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties at their respective address indicated below, or at any address as may have been specified by either party.

If to WCH:                      Wolfson Children's Hospital  
                                          Attn: Michael Aubin, FACHE,  
                                          Hospital President  
                                          800 Prudential Dr.  
                                          Jacksonville, Florida 32207  
                                          (904) 202-8731: Direct  
                                          (904) 202-8338: Fax  
                                          Nancy Koob, Executive Assistant  
                                          (904) 202-8732: Direct

With copies to:                Baptist Health  
                                          Attn: Harvey Granger  
                                          Sr. VP and General Counsel  
                                          841 Prudential Dr., Suite 1802  
                                          Jacksonville, Florida 32207

(904) 202-5066: Direct  
(904) 202-5060: Fax

If to THE PARTNERSHIP: Partnership for Child Health  
Attn: Carol Shuttters, MBA  
Program Administrator  
910 North Jefferson Street  
Jacksonville, Florida 32209

(iv) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all agreements, representations, understandings or promises, whether oral or written, with respect to the subject matter hereof.

(v) **Attorneys' Fees and Costs.** If a dispute arising under this Agreement results in litigation, the non-prevailing party shall pay the prevailing party all costs of litigation, including reasonable attorneys' fees.

(vi) **No Waiver.** No consent or waiver, express or implied, by a party hereto of any breach or default by the other party in the performance by such other party of its other obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party. The giving of consent by a party in any one instance shall not limit or waive the necessity to obtain such party's consent in any future instance.

(vii) **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns.

(viii) **Non-solicitation.** THE PARTNERSHIP agrees that it shall not directly or indirectly, individually or in concert with any other person or entity or through a corporation, partnership, limited liability company, proprietorship or other business enterprise, induce or attempt to induce Speech Pathologist to leave WCH's employ for as long as this Agreement is in effect and for a period of twelve (12) months after termination or expiration of the Agreement or for a period of twenty-four (24) months from the resignation of Speech Pathologist from WCH.

(ix) **Use of Name or Logo.** No party to this Agreement shall use the name, logo or likeness of another party to this Agreement or any of the other party's staff, in any signage, advertising or promotional material, without the prior written consent of the other party. Such consent may be granted or withheld in the sole discretion of the party whose consent is required.

The provisions of this Section 19 shall survive termination of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first written above.

Southern Baptist Hospital of Florida, Inc.,  
d/b/a Wolfson Children's Hospital

Managed Access to Child Health, Inc.  
d/b/a Partnership for Child Health



By: Michael D. Aubin 5/4/16  
Michael Aubin, FACHE                      Date  
Hospital President

By: Thomas Chiu 5/10/16  
Thomas Chiu, M.D.                      Date  
Board Chair

## **Attachment 1**

### **Speech Pathologist - Cleft & Craniofacial Program Responsibilities**

- Coordinate speech and feeding care of Craniofacial and Cleft Lip/Palate
- Provide quantitative perceptual, instrumental analysis and treatment of speech sound development, maladaptive compensatory and atypical articulation, voice quality, resonance, intelligibility, language disorders and feeding abilities
- Measure clinical outcomes
- Evaluate and treat velopharyngeal function
- Provide evaluation of VPI using nasometry, nasopharyngoscopy and/or speech video fluoroscopy; provide recommendations, report or results to Cleft & Craniofacial team
- Assess need for and recommendations for prosthetic devices and palatal obturators
- Assist in making recommendations for surgical, prosthetic, or behavioral treatment
- Review patient medical history
- Coordinate cleft and speech care with child's medical team
- Collaboration with caregivers on expected speech and language outcomes, education, and home exercise programs for communication and feeding
- Evaluate home communication environment with parents, families, and/or caregivers and make appropriate recommendations
- Ensure families are provided with instruction regarding appropriate feeding techniques in regional hospitals and assist nurse with hospital newborn and surgical referrals
- Provide caregiver training of special need bottles; coordinate care, provide follow-up therapeutic treatment and assessments, refer for swallow studies or FEES when indicated
- Provide prenatal, hospital, home visits as needed with coordination of team nurse
- Maintain records on each patient, including reports of evaluations, treatment plans and supporting documentation
- Develop, educate and maintain speech programs that enhance mentorship and orientation opportunities for new and observing team members and speech pathologists
- Coordinate interdisciplinary care with child's primary speech-language pathologist in the school or community and monitor the child's progress of this treatment at routine intervals serving as liaison and educator
- Initiate and follow up on speech pathology orders for related services
- Provide education and mentorship to community and school-based speech pathologists and other medical communication as indicated
- Participate in community, state and national organizations, conferences FCPA { The Florida Cleft Palate – Craniofacial Association and the ACPA American Cleft Palate – Craniofacial Association }
- Contribute to research, publication, grants and outcome measurement
- Provide related audiological counseling, services and recommendations as needed