# Americans for Better Hearing Foundation
# Facility Agreement for Audiological Services

This agreement ("Agreement"), by and between Americans for Better Hearing Foundation (ABHF), a 501(c)(3) non-profit located at 100 Tower Drive, Suite 101, Burr Ridge, IL 60527 and (Facility), _____ is made and entered into this ____ Day of ____, 2026.

For good and valuable consideration including the mutual promises contained herein, the parties agree as follows:

1) Audiology Services Provided:

ABHF employs and contracts with audiologists, speech language pathologists, auditory therapy training professionals, and hearing aid dispensers (Providers) who hold a valid, current license with the State of Illinois. Providers will present Facility with a copy of their license prior to entering Facility to provide services. The Providers shall provide on-site audiology, auditory therapy, auditory training, and hearing instrument services to the Facility's residents that are medically eligible for such services. Diagnostic testing will require a doctor's order for an "Auditory Assessment". Diagnostic testing will be provided subsequent to a screening or based on the resident's complaint of experiencing hearing problems or the staff or the family's request for diagnostic services based on observed difficulty in a resident's hearing.

If a hearing screening or referral indicates that a hearing problem may exist, the facility will be asked to secure a physician's order to conduct appropriate audiological testing. If the testing indicates medical necessity and benefit from a hearing device, ABHF will request a written medical order from the resident's physician to do a hearing aid evaluation, fitting, and auditory training as appropriate and approved.

Audiology teams will visit the Facility on a scheduled basis to conduct screenings, audiological testing, hearing aid dispensing, and auditory training follow-up. The team members will also provide on-going services to the recipients of hearing instruments as needed. Such services may include repairs, cleanings, and additional guidance on usage.

ABHF Billing for the Audiology services:

a) ABHF will be responsible for billing all services associated with this agreement for Medicaid and Medicare B residents.
b) If testing is requested for Medicare A residents, the testing fees will be billed to the Facility at the then current Medicare rates.
c) Hearing instruments are billed to Medicaid for eligible residents.
d) For Private Pay or for residents without Medicaid coverage, hearing instruments can be purchased at the same rate charged to the State for similar instruments or the patient or family can select an instrument of their choice at reduced rates.
e) Private Pay participants will be direct billed to their private insurance carrier, if covered, or the resident or family will be billed as applicable.

2) Facility Responsibilities:

a) Facility shall appoint a person to act as the audiology coordinator who will be responsible for all aspects of the audiology visits including such duties as:
    i) Reviewing the roster provided to the audiology team one week prior to a visit to confirm at least 8-10 Medicare B or Medicaid eligible residents are available for testing for each audiology team visit,
    ii) Provide Medicare or Medicaid acceptable forms of physician orders for an Auditory Assessment;
    iii) Scheduling of an appropriate space for the audiology team (must have a quiet setting and provide privacy in compliance with state and federal guidelines),
    iv) Coordinating the transfer of residents to the audiology team including physical assistance to residents when necessary,
    v) Overseeing the collection of medical charts and providing appropriate information for services and billing,
    vi) Communicating with the audiology team regarding any audiology emergencies.
b) Either the audiology coordinator or some other individual assigned by Facility will be designated to review the following with ABHF on a monthly basis:
    i) Changes to the monthly roster of residents,
    ii) Information on new admissions so that screenings can be scheduled, and
    iii) Any hearing or aural rehabilitation concerns that Facility wants ABHF to address.

3) Resident Eligibility: Provider will provide screening and testing services for Medicare B or Medicaid eligible residents. It is solely at the discretion of the Provider whether a resident's demeanor, state-of-mind or physical well-being allows for treatment to take place at any particular time.

4) Professional Liability Insurance: Provider will maintain professional liability insurance covering audiology services provided directly to the residents. Provider must maintain professional liability insurance of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate. Provider must present a copy of professional liability insurance certificate of insured prior to providing services to Facility's residents.

5) Non Discrimination: All services provided under this Agreement shall be provided without regard to the race, creed, color, age, sex, religion, national origin, or disability of the resident. Provider shall be in compliance with all applicable laws prohibiting discrimination. However, the Provider may delay or refuse to perform treatment for reasons such as resident's health, state of mind, or uncooperativeness.

6) Indemnification: Each party agrees to indemnify the other, their affiliates and respective officers, directors, employees, and agents against, and hold harmless from all liability, losses, damages, obligations, judgments, claims, causes of action and expenses associated therewith resulting from, or arising out of directly or indirectly, any negligent or intentional act or omission or any failure to perform any obligation under this Agreement. Upon notice, each party shall defend at its own expense and by counsel reasonably satisfactory to the other, any such claim or action.

7) Confidentiality: In order to facilitate the performance of this Agreement, each party may deem it necessary to disclose to the other certain proprietary and/or confidential information. Such information may include, without limitation, resident medical and financial information, and personnel information, market, pricing, and service delivery information. Each party agrees to keep all such information strictly confidential. No attorney client, accountant client, or other legal privilege will be deemed to have been waived by Provider or facility by virtue of this Agreement. Parties understand that Patient information is confidential and protected under the Health Insurance Portability and Accountability Act (HIPAA). Parties agree that all patient information is protected by HIPAA and parties agree to abide by the rules and regulations set forth in HIPAA.

8) Access to Records: To the extent required by Section 1861(v)(1)(I) of the Social Security Act and its implementing regulations, the parties agree to retain all books, documents and records necessary to certify the nature and extent of the costs of providing services under this Agreement.

9) Change in Law: In the event of any change in law, regulations or interpretations applicable to Provider and the services provided hereunder (Change), including but not limited to a change in the Medicare or Medicaid program such that either Provider or facility cannot receive substantially the same benefits on the account of any change as is anticipated to be available to either under the terms of this Agreement given the law at the time of the signing of this Agreement, the parties shall use all reasonable efforts to negotiate in good faith necessary modifications to this Agreement so as to allow each party to obtain, as nearly as possible given the effect of the change, the benefit which each party was intended to receive under the law in effect as of the date of this Agreement.

10) Independent Contractor Relationship: The parties agree that each is at all times acting and performing as an independent contractor under this Agreement. Nothing in this Agreement shall be construed as creating a partnership, joint venture or employment arrangement between the parties.

11) Termination: This Agreement shall be effective on the date written below and shall continue for a period of one (1) year. If there is no termination by either party within thirty (30) calendar days from the termination date, the agreement shall continue for an additional year with a similar termination option at the end of each subsequent year. This Agreement may be terminated without cause by either party at any time for any reason, upon thirty (30) calendar days prior written notice to the other party or at any time by the mutual, written agreement of the parties.

12) Notices and Consents: All notices, consents or other communication which either party is required or may desire to give to the other under this Agreement shall be in writing and shall be given by personal delivery, in the United States Mail, by certified or registered U.S. Mail, return receipt requested, by overnight delivery, or fax, addressed to the parties at their respective address set forth above.

13) Choice of Law: This Agreement shall be governed by the laws of the State of Illinois and venue will only be proper in DuPage County, Illinois.

Agreed:

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| _____ | Americans For Better Hearing Foundation |
| Facility | |
| _____ | _____ |
| Signature | Signature |
| _____ _____ | Director, Clinical Services _____ |
| Title Date | Title Date |