



April 5, 2023

Mr. Larry Slatky  
Executive Director  
Shaker Place Rehabilitation and Nursing Center  
100 Heritage Lane  
Albany, New York 12211

Dear Mr. Slatky:

As part of our engagement pursuant to the contract between the County of Albany ("Shaker Place") and Language Fundamentals ("LF") Contract 2022-427 (the Agreement") assuming that Shaker Place maintains a substantially similar payor mix throughout the term of the Agreement then Language Fundamentals speech therapy services is able to provide revenue from the following categories:

- Medicare Part B Revenue based on the current annual Medicare B fee schedule; and
- Managed Medicare Part B Revenue from the current fee schedule of the Managed Part B plans; and
- Medicare Part A revenue derived from the PDPM SLP Component; and
- Managed Medicare Part A Revenue; and
- Impact of long-term care patients who impact facility Case Mix Index; and
- A nominal fee of \$40 assigned to each speech visit for Private Pay or straight Medicaid patients.

Deducted from this subtotal will be the billed amount by Language Fundamentals for speech services. In the event that the revenue generated does not exceed the amount invoiced by Language Fundamentals, Shaker Place will receive credit for the difference between revenue generated and invoiced amount. This credit will be reconciled on a quarterly basis and deducted from the following month's invoice.

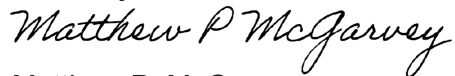
Shaker Place and Language Fundamentals will work collaboratively to provide one another with the data listed above needed to perform this analysis and will reconcile within 30 days of the end of each quarter. In order to effectively audit, upon reasonable request but in no event less than quarterly, Shaker Place shall provide LF with full access to Shaker Place's documentation system as well as PDPM data and CMI numbers.

In the event that payor mix changes in a way that negatively impacts LF's ability to generate Medicare Part A and Part B revenue for Shaker Place to the levels currently anticipated then LF, at its sole discretion, may immediately amend or cancel the credit representations and/or obligations provided by this correspondence without liability, penalty, or cost in which event all terms and obligations of the Agreement shall remain in full force and effect.

Billing not performed on a timely basis, errors in data entry following SLP input into documentation EMR, omitted or errors in billing, shift in payor mix away from Medicare Part A or Part B, and/or clinical items identified during the Assessment / Evaluation process (e.g. altered diet) will not be counted against Language Fundamentals during the reconciliation process.

Language Fundamentals will continue to provide speech therapy services for Shaker Place and use reasonable efforts to grow a clinically appropriate caseload for residents in need of services.

Sincerely,

A handwritten signature in black ink that reads "Matthew P McGarvey". The script is cursive and fluid, with the first letters of the first and last names being capitalized and prominent.

Matthew P. McGarvey  
Vice President of Business Development  
Language Fundamentals