



Agreement to Provide Fiberoptic Endoscopic Evaluation of Swallowing Services

Agreement made this ____ day of November, 2023, by and between Mangum Regional Medical Center, with its principal place of business at 1 Wickersham Dr., Mangum, Oklahoma, 73554 (hereinafter referred to as “Contractor”) and Freeborn Dysphagia Associates, LLC, with its principal place of business at 18550 144th St, Lexington, OK 73051 (hereinafter referred to as “FDA”).

WHEREAS, FDA provides services to the general public in an independent capacity;

WHEREAS, FDA is specifically in the business of providing Speech-Language-Swallowing Pathology assessment, rehabilitative services, consultation, including Fiberoptic Endoscopic Evaluation of Swallowing assessments (collectively referred to as “FEES Services”);

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants contained herein, and further good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services

FDA agrees to provide FEES Services directly to one or more designated third party recipients of those services (“Recipient”) in Contractor’s care. Such services include a) instrumental evaluation of the Recipient’s oropharyngeal swallowing capabilities, and b) recommendations to Contractor’s physicians, or designated personnel, regarding suitable management of demonstrated swallowing difficulties, including exercises, compensatory strategies, altered food and liquid consistencies and other interventions deemed appropriate for the Recipient. Such services shall comply with applicable federal and state laws and regulations. The parties contemplate that a Recipient will typically receive a single FEES evaluation unless Contractor expressly requests FDA to conduct re-evaluations.

2. Doctor Order/Script

For each FEES Services ordered under this Agreement, Contractor agrees to provide FDA with confirmation of the physician order prior to any procedure. Such order shall also serve as written confirmation of the direction from Contractor to FDA.

3. Payment

In consideration of FDA providing such services, Contractor agrees to pay FDA upon the following terms and conditions:

- a. Contractor shall pay FDA three hundred twenty-five dollars (\$325.00) for each evaluation and/or re-evaluation;
- b. Contractor shall also pay a trip charge based on the location of the Contractor’s facility. If multiple residents are evaluated at the same Contractor’s facility on the same trip, only one trip charge will be charged. Trip charge is \$225.00.



c. If FDA arrives at the Facility as scheduled and is unable to complete the test because of the resident's change of condition, cancellation without notice, or documentation not in place (physician's order and consent), FDA shall be compensated one hundred dollars (\$100.00) in lieu of the standard fee, as noted in (a).

d. FDA shall invoice Contractor monthly for all FEES Services it has provided in the preceding month. Payment is expected within thirty (30) days of Contractor's receipt of said invoice; *FDA shall invoice Contractor within 24 hours of the completion of services rendered. Payment is expected within (30) days of Contractor's receipt by said invoice.*

e. Invoices that have not been paid within 30 days of the initial FDA billing date may be subject to accrued interest at an annual rate of 18%.

4. Disputed Claims and Bills

In the event of any dispute regarding any claim or bill submitted by Contractor for FDA's services, FDA agrees to provide the Contractor with any and all documents and records concerning the disputed matter that the Contractor deems reasonable and necessary. In the case of an investigation by any fiscal or state agency involved in processing payment of claims, FDA hereby agrees to cooperate with the investigation of any disputed claims or bill, should FDA be so directed by the Contractor upon the FDA's receipt of proper notification. In addition, the Contractor hereby agrees to grant any agency involved in processing the claim the right to discuss the status of the claims with FDA.

5. Confidential Information

Both parties acknowledge that all activities within this Agreement are subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), P.L. 104-91, as amended, and all implementing regulations, and each agrees to comply with said requirements. All information pertaining to any Recipient that is obtained by FDA in the performance of FDA's work, as well, as any information, data, documents, or reports generated by FDA, shall be treated as confidential.

6. Medical Waste

Contractor agrees to be responsible for disposal of all medical waste, which attends FEESs Services and hereby certifies that it will do so in accordance with applicable federal and state laws and regulations regarding the disposal of such waste. FDA agrees to cooperate with Contractor to disposing of all medical waste that it generates.

7. Relationship of Parties

The parties hereto understand and intend that FDA is an independent contractor to Contractor and that no employment or agency relationship is established by this Agreement. Contractor is to issue to FDA a 1099 at the conclusion of each tax year. No monies will be deducted from Contractor's payment for purposes of income withholding or social security purposes and Contractor shall not otherwise be liable for employer contributions of same. FDA shall be responsible for payment of all taxes including federal, state, and local taxes arising out of FDA activities, including by way of illustration but not limitation, federal and state income taxes,



social security tax, unemployment insurance taxes, and other taxes or business license fees as required.

8. Service to Others

FDA may provide services to others during the term of this Agreement provided that it does not interfere with its obligations and performance hereunder.

9. FDA Personnel

It is expressly understood by the parties that FDA shall be solely responsible for payment of compensation to the personnel actually providing FEES Services to a Contractor Recipient and, if applicable, Worker's Compensation insurance, premium "overtime" pay, FICA, FUTA, income tax withholding or other payments and benefits which may be applicable to such personnel.

10. Equipment

FDA shall provide the necessary tools, equipment or materials to be used in the delivery of FEES services.

11. Insurance

Before performing services under this Agreement, FDA will obtain, at its own expense, for itself and its personnel, Comprehensive General Liability insurance coverage. Such coverage shall include liability insurance for professional errors and omissions of its service personnel.

12. Termination of Agreement

This agreement shall continue to force for two (2) years following the date first written above. The parties shall renew it automatically upon the same terms and conditions, unless either party provides written notice to the other of not less than sixty (60) days prior to termination date of its desire to terminate the Agreement. Prior to any annual renewal of this Agreement, FDA expressly reserves the right to renegotiate the financial terms and conditions it sets for FEES Services. The foregoing notwithstanding, this Agreement otherwise may be terminated at any time by either party by providing written notice to the other of not less than thirty (30) days prior to the actual termination date.

13. Governing Law

This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Oklahoma. A litigation arising from, related to, or concerning this agreement shall be brought solely in the state courts of Oklahoma located in Cleveland County.

14. Attorney's Fees and Costs

Should either party to the Agreement prevail in an action brought against the other related to or arising out of this Agreement, the losing party shall reimburse the prevailing party for its reasonable attorney's fees and costs in connection with such proceeding.

15. Severability

Each provision of the Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may not be given full effect because of



such law, this shall not affect any other provision of the Agreement which can be given effect without the conflicting provision of clause.

16. Entire Agreement

This Agreement and any attachments or exhibit hereto represent the entire agreement and understanding of the parties and any modification thereof shall not be effective unless contained in writing signed by both parties. Any prior agreements have been merged into this Agreement.

17. Antidiscrimination Policy

FDA shall provide all services under this agreement without unlawful discrimination on the basis of race, color, religion, sex, national origin, ancestry, or disability.

IN WITNESS WHEREOF, the parties here to have caused this contract to be executed in their corporate names by duly authorized officers in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

Freeborn Dysphagia Associates, LLC (FDA)
Dba Heart of Oklahoma Speech and Swallow Services

By: _____
Kristina A. Freeborn, MA, CCC-SLP
CEO and Speech/Language Pathologist

Date: _____

Mangum Regional Medical Center
1 Wickersham Drive
Mangum, Oklahoma 73554

By: _____
(Administrator)

Date: _____