



# Agenda

## Mangum City Hospital Authority

### February 27, 2024 at 5:00 PM

City Administration Building at 130 N Oklahoma Ave.

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*The Trustees of the Mangum City Hospital Authority will meet in regular session on February 27, 2024, at 5:00 PM, in the City Administration Building at 130 N. Oklahoma Ave, Mangum, OK for such business as shall come before said Trustees.*

#### **CALL TO ORDER**

#### **ROLL CALL AND DECLARATION OF A QUORUM**

#### **CONSENT AGENDA**

*The following items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member (or a community member through a Board member) so requests, in which case the item will be removed from the Consent Agenda and considered separately. If any item involves a potential conflict of interest, Board members should so note before adoption of the Consent Agenda.*

1. Approve January 23, 2024 regular meeting minutes as presented.
2. Approve January 2024 Quality meeting minutes as presented.
3. Approve January 2024 Medical Staff meeting minutes as presented.
4. Approve January 2024 Clinic Report.
5. Approve January 2024 CCO Report.
6. Approve January 2024 CEO Report.
7. Approve the following forms, policies, appointments, and procedures previously approved 1/18/24 through Corporate Management, on 2/15/24 Quality Committee and on 2/22/24 Medical Staff.

Review with the consideration of approval for the Policy & Procedure: MRMC –Corporate Bad Debt Policy

#### **FURTHER DISCUSSION**

*Consideration of any items removed from the consent agenda.*

#### **REMARKS**

*Remarks or inquiries by the audience not pertaining to any item on the agenda.*

#### **REPORTS**

8. Financial Report for January 2024

## OTHER ITEMS

9. Presentation on the Mangum Regional Medical Center audit from CLA, LLP, for the period ending December 31, 2021.
10. Discussion of impact from Medicare Managed Care on Rural Hospitals
11. Discussion and possible action to accept the FY2021 Audit completed by CLA, LLP, for the period ending December 31, 2021, and submitting the audit in accordance with applicable state statutes.
- [12.](#) Discussion with the possible action to approve the Memorandum of Understanding between The Oklahoma Department of Mental Health and Substance Abuse Services and Mangum Regional Medical Center for overdose education and naloxone distribution (OEND) training course for hospital and provision of overdose reversal kits. *Previously tabled 1/23/24*
- [13.](#) Discussion with the possible action to approve the Organ Recovery Agreement between LifeShare Transplant Donor Services of Oklahoma, Inc. and Mangum Regional Medical Center for the procurement of organs for transplantation from suitable donors. *Previously tabled 1/23/24*
- [14.](#) Discussion with the possible action to approve the Subscription Services Agreement Service Addendum between Evident, LLC and Mangum Regional Medical Center for the Communication Center software subscription. *Previously tabled 1/23/24*
- [15.](#) Discussion with possible action to approve the Consulting Agreement between Pharmacy Consultants, Inc. DBA 340B Pharmacy Compliance Partners and Mangum Regional Medical Center for 340B consulting services which includes the 340B Compliance Partners Platinum Plan, Referral Prescription Capture Services, and 340B Data Management Services.
- [16.](#) Discussion with the possible action to approve the Engagement Letter between PYA, P.C. and Mangum Regional Medical Center for cost report preparation services.
17. Discussion with the possible action to approve Cohesive Healthcare Resources, LLC consolidation. This item refers to the staffing consolidation between Cohesive Staffing Solutions, LLC and Cohesive Healthcare Resources, LLC.
- [18.](#) Discussion with the possible action to approve the Service Addendum to Master Service Agreement between TruBridge, LLC and Mangum Regional Medical Center for patient statement processing services.
- [19.](#) Discussion with the possible action to approve the Business Service Agreement between Sparklight Business and Mangum Regional Medical Center for back-up internet services.
- [20.](#) Discussion with the possible action to approve the Amendment to Physician Participation Agreement between Humana and Mangum Regional Medical Center for Medicare and Medicaid health benefits plans offered or administered by Humana.
- [21.](#) Discussion with the possible action to approve the Amendment to Hospital Participation Agreement between Humana and Mangum Regional Medical Center for Medicare and Medicaid health benefits plans offered or administered by Humana.

- [22.](#) Discussion with the possible action to approve the Liability Insurance Renewal between The Medical Protective Company and Mangum Regional Medical Center for professional liability and general liability coverage.
- [23.](#) Discussion with the possible action to approve the Rental Contract between Midtown Investments, LLC dba Custom Medical Solutions and Mangum Regional Medical Center for bariatric equipment.
- [24.](#) Discussion with the possible action to approve the Subscription Quote Renewal with ContractSafe for Mangum Regional Medical Center for cloud-based contract management and storage services.
- [25.](#) Discussion with the possible action to approve the GPO/Buying Group Declaration between AmerisourceBergen Drug Corporation and Mangum Regional Medical Center for drug/medication group purchasing organizations contract pricing services.
- [26.](#) Discussion with the possible action to approve the New Account and Credit Application Form and Order Form between FFF Enterprises, Inc. and Mangum Regional Medical Center for flu vaccination orders for the hospital and clinic
- [27.](#) Discussion with the possible action to approve the Retainer Agreement between Katz Brunner Healthcare and Mangum Regional Medical Center for payor contract review, negotiation, and analysis services.
28. Discussion with the possible action to approve the appointment of Denise Jackson for Risk Manager for 2024
29. Discussion of the Strong Mind program.
- [30.](#) Discussion with the possible action to approve the amendment to the Blue Traditional Network Participating Hospital Agreement, and the Blue Choice PPO, Blue Preferred PPO, BlueLines HMO, Blue Advantage PPO, Blue Plan65 Select, NativeBlue, Blue Cross Medicare Advantage PPO Network Addendums to the Blue Traditional Network Participating Hospital Agreement, and the Blue Cross Medicare Advantage HMO to the BlueLines HMO Network Addendum to the Blue Traditional network Participating Hospital Agreement to provide benefit plans offered or administered by Blue Cross.

## **EXECUTIVE SESSION**

31. Discussion and possible action regarding a pending claim or investigation relating to HIM delinquent chart completions where, with the advice of the attorney, public disclosure may seriously impair the ability of the public body to process the claim or conduct the investigation, with possible executive session in accordance with 25 O.S. 307(B)(4).

## **OPEN SESSION**

32. Discussion and possible action in regard to executive session, if needed.

## EXECUTIVE SESSION

33. Discuss and make a decision to enter into executive session for the review and approval of **medical staff privileges/credentials/contracts** for the following providers pursuant to 25 O.S. § 307(B)(1):
- **Credentialing-**
    - Laura Gilmore MD-Temporary Courtesy Privileges
  - **Re-Credentialing**
    - David Arles, APRN-CNP-Allied Health Profession
    - Dr. Nagy MD-Courtesy Privileges

## OPEN SESSION

34. Discussion and possible action in regard to executive session, if needed.

## EXECUTIVE SESSION

35. Discussion and possible action with regard to a Data Security Breach Incident where discussing any matter where disclosure of information would violate confidentiality requirements of state or federal law, with possible executive session in accordance with 25 O.S. 307(B)(7).

## OPEN SESSION

36. Discussion and possible action in regard to executive session, if needed.

## STAFF AND BOARD REMARKS

*Remarks or inquiries by the governing body members, City Manager, City Attorney or City Employees*

## NEW BUSINESS

*Discussion and possible action on any new business which has arisen since the posting of the Agenda that could not have been reasonably foreseen prior to the time of the posting (25 O.S. 311-10)*

## ADJOURN

*Motion to Adjourn*

Duly filed and posted at **4:00 p.m. on the 23th day of February 2024**, by the Secretary of the Mangum City Hospital Authority.

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*Ally Kendall- Secretary*

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Approved by City Attorney



# Minutes

## Mangum City Hospital Authority Session

### January 23, 2024 at 5:00 PM

City Administration Building at 130 N Oklahoma Ave.

*The Trustees of the Mangum City Hospital Authority will meet in regular session on January 23, 2024, at 5:00 PM, in the City Administration Building at 130 N. Oklahoma Ave, Mangum, OK for such business as shall come before said Trustees.*

#### CALL TO ORDER

Chairman Vanzant calls meeting to order at 5:04pm

#### ROLL CALL AND DECLARATION OF A QUORUM

##### PRESENT

Trustee Cheryl Lively  
Trustee Michelle Ford  
Chairman Carson Vanzant  
Trustee Lisa Hopper

##### ABSENT

Trustee Ronnie Webb

#### CONSENT AGENDA

*The following items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member (or a community member through a Board member) so requests, in which case the item will be removed from the Consent Agenda and considered separately. If any item involves a potential conflict of interest, Board members should so note before adoption of the Consent Agenda.*

1. Approve November 28, 2023 regular meeting minutes as presented
2. Approve November 2023 Quality meeting minutes as presented
3. Approve November 2023 Medical Staff meeting minutes as presented
4. Approve November 2023 Quality Report
5. Approve November 2023 Clinic Report
6. Approve November 2023 CCO Report
7. Approve November 2023 CEO Report
8. Approve December 28th, 2023 Emergency Meeting Minutes as presented.
9. Approve December 2023 Quality meeting minutes as presented.
10. Approve December 2023 Medical Staff meeting minutes as presented.

11. Approve December 2023 Quality Report.
12. Approve December 2023 Clinic Report.
13. Approve December 2023 CCO Report.
14. Approve December 2023 CEO Report.
15. Discussion and possible action to approve the following forms, policies, appointments, and procedures previously approved by Corporate Management, on 12/14/23 Quality Committee and on 12/14/23 Medical Staff
16. Discussion and possible action with regard to accept the Policy & Procedure: Quality Policy Manuel
17. Discussion and possible action with regard to accept the Policy & Procedure: Drug Room Policy Manuel
18. Discussion and possible action with regard to accept the Policy & Procedure: Radiology Policy Manuel
19. Discussion and possible action with regard to accept the Policy & Procedure: Emergency Department Policy Manuel
20. Discussion and possible action with regard to accept the Policy & Procedure: IT Department Manuel
21. Discussion and possible action with regard to accept the Policy & Procedure: Hospital Policy/Form/Order Set/Protocols and other Document Review Process
22. Discussion and possible action with regard to accept the Policy & Procedure: Policy, Protocols, Forms, or other Document Development, Review, and Implementation Process

Trustee Lively asks, "Which policy stated staff would not be reimbursed mileage within 25 miles for hospital errands?" Cohesive states this has since been removed and updated, did not state the policy but recalls this being changed and confirms any mileage will be reimbursed. Chairman Vanzant then questions the liability if something was to happen. Hospital is responsible if the employee is clocked in conducting hospital business. Board is in agreeance that anyone asked to drive for hospital business must show proof of vehicle insurance.

Motion to approve Consent Agenda made by Chairman Vanzant, Seconded by Trustee Ford.  
Voting Yea: Trustee Lively, Trustee Ford, Chairman Vanzant, Trustee Hopper

#### **FURTHER DISCUSSION**

None.

#### **REMARKS**

*Remarks or inquiries by the audience not pertaining to any item on the agenda.*

None.

## REPORTS

### 23. November and December Financial Reports 2023

Presented by Andrea Snider:

#### November 2023 Financial Statement Overview

##### • Statistics

- The average daily census (ADC) for November 2023 was 8.07 – (Year-To-Date 11.61 vs PY fiscal year end of 9.86).
- Year-To-Date Acute payer mix was approximately 77% MCR/MCR Managed Care combined & consistent with the prior fiscal year end.
- Year-To-Date Swing Bed payer mix was 91% MCR & 9% MCR Managed Care. For the prior year end those percentages were 93% & 7%, respectively.

##### • Balance Sheet Highlights

- The cash balance as of November 30, 2023, inclusive of both operating & reserves, was \$1.14M. This decrease of \$377K from October 31, 2023, balance was primarily due to a decrease in patient cash receipts which decreased by \$227K from the prior month.
- Days cash on hand, inclusive of reserves, was 24.7 based on November YTD expenses.
- Net AR decreased by \$4K from October.
- Payments of approximately \$1.36M were made on AP (prior 3-month avg was \$1.33M).
- Cash receipts were \$227K less than in the previous month (\$985K vs \$1.2M).
- The Medicare principal balance decreased by \$333K. The ERS loans were approved, and the CY2023 liability was approximately \$182K less than previously projected, net of a \$69K downpayment. In addition, a principal payment of \$82K was applied against the FY17 ERS loan. The FY17 loan should be paid-in-full in March 2024.

### 24. Mangum FY2024 Budget Assumptions

2024 Budget Assumption include an average daily Census of 11.00 vs current year of 11.33 which is about a 3% decrease. We have budgeted the payer mix allocation to be consistent with the current year. SHOPP estimate has gone up for 2024 \$827,727.00 which is about a \$134K increase from the current year. Gross revenue to be budgeted \$23.6M for 2024

### 25. Mangum FY2024 Budget (Cash basis)

EBIDA for cash basis averages \$902K and net income for loss is \$0.00

Motion to adopt the Cash Basis made by Trustee Ford, Seconded by Trustee Hopper  
Voting Yea: Trustee Lively, Trustee Ford, Chairman Vanzant, Trustee Hopper

### 26. Presentation on the Mangum Regional Medical Center audit from CLA, LLP, for the period ending December 31, 2021.

Tabled per City Attorney, not complete

**OTHER ITEMS**

27. Discussion and possible action to approve the Pharmacy Consultants-Consulting Agreement

Motion made by Chairman Vanzant, Seconded by Trustee Ford.

Voting Yea: Trustee Lively, Trustee Ford, Chairman Vanzant, Trustee Hopper

28. Discussion and possible action to approve the Memorandum of Understanding Between Mangum Regional Medical Center and The Oklahoma Department of Mental Health and Substance Abuse Services

Memorandum on guidelines for supplying Narcan, Oklahoma Department of Mental Health and Substance Abuse Services provide it free of charge to the Hospital only requiring the hospital to collect a zip code and age group from the person requesting it.

City Attorney is requesting this item be tabled.

29. Discussion and possible action to approve the Hospital Administrator to Sign the MRMC-Master Services Agreement

Kelly states Line Items 29 & 30 were agreements the Board have already approved for the 2018/2019 audit by CLA however they sent them to the Hospital Administrator for electronic signature. Requesting approval from the Board to sign so they may start the audit.

City Attorney is requesting this item be tabled.

30. Discussion and possible action to approve the Hospital Administrator to Sign the MRMC-Statement of Work-Agreed Upon Procedures

City Attorney is requesting this item be tabled.

31. Discussion and possible action to approve the Hospital Administrator to sign the agreement MRMC-LifeShare for organ and tissue procurement

City Attorney is requesting the line item be tabled.

Advises Board the agreement should be signed by them and not authorize the Hospital Administrator to sign on their behalf.

32. Discussion and possible action to approve the MRMC- Aetna Better Health Hospital Agreement

Motion made by Trustee Ford, Seconded by Trustee Hopper.

Voting Yea: Trustee Lively, Trustee Ford, Chairman Vanzant, Trustee Hopper

33. Discussion and possible action to approve the MRMC-Aetna Better Health Provider Agreement

Motion made by Trustee Ford, Seconded by Trustee Hopper.

Voting Yea: Trustee Lively, Trustee Ford, Chairman Vanzant, Trustee Hopper



34. Discussion and possible action to approve the MRMC- Aetna Better Health RHC Agreement Mangum Family Clinic

Motion made by Trustee Ford, Seconded by Trustee Hopper.

Voting Yea: Trustee Lively, Trustee Ford, Chairman Vanzant, Trustee Hopper

35. Discussion and possible action to approve the MRMC-Evident Subscription Services Agreement Service Addendum Adding Communication Center

City Attorney is requesting this item be tabled.

36. Discussion and possible action to approve the FY2024 Budget (Accrual Basis)

Adopted the Cash Basis. No Action

37. Discussion and possible action to approve calendar year 2024 meeting dates.

Motion made by Trustee Ford, Seconded by Trustee Lively.

Voting Yea: Trustee Lively, Trustee Ford, Trustee Hopper

Voting Nay: Chairman Vanzant

38. Discussion and possible action with regard to accepting the FY2021 Audit completed by CLA, LLP, for the period ending December 31, 2021, and submitting the audit in accordance with applicable state statutes.

No Action- Not Available

## EXECUTIVE SESSION

39. Discuss and make a decision to enter into executive session for the review and approval of **medical staff privileges/credentials/contracts** for the following providers pursuant to 25 O.S. § 307(B)(1):

- **Credentialing- DIA Associates**
  - Jeremiah Daniel, DO – Courtesy
  - Nancy Emelife, MD- Courtesy
  - Nehyar-Hefazi Torghabeh, MD– Courtesy
  - Austin Marsh, MD- Courtesy
  - Jessica Millslap, MD- Courtesy
  - Aubrey Jade Slaughter, MD- Courtesy
- **Contract- Dr. Fei Ling Yeh D.O.**

Motion to approve Credentialing Only and Table Contract presented made by Chairman Vanzant, Seconded by Trustee Hopper.

Voting Yea: Trustee Lively, Trustee Ford, Chairman Vanzant, Trustee Hopper

## OPEN SESSION

40. Discussion and possible action in regard to executive session, if needed.

## EXECUTIVE SESSION

41. Discussion and possible action with regard to approving the settlement agreement between the Mangum City Hospital Authority and Surgery Center of Altus, LLC; Alliance Health Southwest Oklahoma, LLC d/b/a Affinity Health Partners; Medsurg Consulting LLC, Alliance Management Group, LCC; Quartz Mountain Investments, LLC; Praxeo Health LLC d/b/a Praxeo Health Services, LLC; Darrell Parke; Frank Avignone IV; Greenfield Resources Ltd. Co.; The Rybar Group; Affinity Health Partners, LLC; Chimeric Consulting LLC; Chicane Group LLC; and any other third-party defendants or litigants involved in the litigation consolidated under case number CJ-2019-04 (Greer County, Oklahoma) where, with advice of counsel, public disclosure will seriously impair the public body's ability to process the claim, litigation, or proceeding in the public interest, with possible executive session in accordance with 25 O.S. 307(B)(4).

Chairman Vanzant enters into Executive Session at 6:03pm

## OPEN SESSION

42. Discussion and possible action in regard to executive session, if needed.

Chairman Vanzant declares out of Executive Session at 6:30pm

Motion to approve made by Chairman Vanzant, Seconded by Trustee Hopper.  
Voting Yea: Trustee Lively, Trustee Ford, Chairman Vanzant, Trustee Hopper

## STAFF AND BOARD REMARKS

*Remarks or inquiries by the governing body members, City Manager, City Attorney or City Employees*

Trustee Hopper requests a list of Core Staff and Agency Staff for visual moving forward. Chairman Vanzant questions, "As a board member struggling to make the best financial decisions, why are we paying a staffing agency for employees?" Kelley states corporate is working on a new staffing model and hoping by April they can have that set. Assures the board that agency staff members are called off first allowing core to have more hours, agency staff are not guaranteed a certain number of hours. Cohesive is limiting overtime however core has the first opportunity if situations occur and it is needed. Trustee Hopper adds, "We shouldn't be relying on staffing agencies when we have people local willing to work and have a vested interest in our communities." Trustee Ford asks, "Is there a way to turn this around based off of the current arrangements in place?" Kelley says yes, when they post jobs, they receive applicants. Trustee Lively agrees and mentions she feels this is what is best for our city, and we need the money to stay here, local employees would invest here and just makes sense moving forward.

## NEW BUSINESS

*Discussion and possible action on any new business which has arisen since the posting of the Agenda that could not have been reasonably foreseen prior to the time of the posting (25 O.S. 311-10)*

Trustee Hopper would like to make a motion to agree that the settlement funds be utilized to cover all outstanding legal fees, including attorney fees and cost. Second made by Chairman Vanzant.

Voting Yea: Trustee Lively, Trustee Ford, Chairman Vanzant, Trustee Hopper

## ADJOURN

*Motion to Adjourn*

Motion to adjourn made by Chairman Vanzant, Seconded by Trustee Ford.  
Voting Yea: Trustee Lively, Trustee Ford, Chairman Vanzant, Trustee Hopper

6:42pm

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*Carson Vanzant, Chairman*

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*Ally Kendall, Secretary*

**Mangum Regional Medical Center**  
**Quality Assurance & Performance Improvement Committee Meeting**

Item 2.

Meeting Minutes					
<b>CONFIDENTIALITY STATEMENT:</b> These minutes contain privileged and confidential information. Distribution, reproduction, or any other use of this information by any party other than the intended recipient is strictly prohibited.					
<b>Date:</b>	<b>01/11/2024</b>	<b>Time:</b>	<b>1310</b>	<b>Recorder: D. Jackson</b>	<b>Reporting Period: Dec. 2023</b>
Members Present					
Chairperson: Dr. C		CEO: Kelly Martinez		Medical Representative: Dr C	
Name	Title	Name	Title	Name	Title
Nick Walker	CNO	Danielle Cooper	Bus Office	Tonya Bowen	Lab
Bethany Moore	HR	Kaye via Teams	Credentialing		IT
Jennifer Dryer	HIM	Mark Chapman	Maintenace/EOC	Marla Abernathy	Dietary
Chrissy Smith Chelsea Church/Lynda James	PT Pharmacy	Melissa Tunstall Chasity Howell	Radiology Case Management	Meghan Smith	IP
TOPIC	FINDINGS – CONCLUSIONS		ACTIONS – RECOMMENDATIONS		FOLLOW-UP
I. CALL TO ORDER					
Call to Order	The hospital will develop, implement, and maintain a performance improvement program that reflects the complexity of the hospital's organization and services; involves all hospital departments and services (including those services furnished under contract or arrangement); and focuses on indicators related to improved health outcomes and the prevention and reduction of medical errors.		This meeting was called to order on 01/11/2024 by 1 <sup>st</sup> Kelley/ 2 <sup>nd</sup> Chasity		
II. REVIEW OF MINUTES					
A. Quality Council Committee	12/14/2023		Committee reviewed listed minutes A-F. Motion to approve minutes as distributed made by Kelley / 2nd by Pam Minutes A-F approved. Present a copy of the MeetingMinutes at the next Medical Executive Committee and Governing Board meeting.		
B. EOC/ Patient Safety Committee	12/12/2023				
C. Infection Control Committee	12/07/2023				
D. Pharmacy & Therapeutics Committee	12/14/2023				
E. HIM/Credentialing Committee	12/07/2023				
F. Utilization Review Committee	12/08/2023				
III. REVIEW OF COMMITTEE MEETINGS					

**Mangum Regional Medical Center**  
**Quality Assurance & Performance Improvement Committee Meeting**

Item 2.

A. EOC/Patient Safety	01/09/2024		
B. Infection Control	01/04/2024		
C. Pharmacy & Therapeutics	12/14/2023		
D. HIM-Credentials	01/11/2024		
E. Utilization Review	01/05/2024		
F. Compliance	10/18/2023 - Next meeting 01/2024		

**IV. OLD BUSINESS**

A. Old Business	<ol style="list-style-type: none"> <li>1) Radiology Policy Manuel (See TOC attached)</li> <li>2) Emergency Department Policy Manuel (See TOC attached)</li> <li>3) Quality Policy Manuel (See TOC attached)</li> <li>4) IT Policy Manuel (See TOC attached)</li> <li>5) Drug Room Policy Manuel (See TOC attached)</li> <li>6) Hospital Policy/Form/Order Set/Protocol and other Document Review Process Policy</li> <li>7) Policy, Protocols, Forms, or other Document Development, Review, and Implementation Process Policy</li> </ol>	Approved 12/14/2023 - Quality Approved – 12/14/2023 - Med Staff Pending Board Approval – Jan 2024	
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**V. NEW BUSINESS**

A. New Business	Approval of policies/procedures - see below		
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**VI. QUALITY ASSURANCE/PERFORMANCE IMPROVEMENT**

<b>A. Volume &amp; Utilization</b>			
1. Hospital Activity	Total ER – 147 Total OBS pt - 3 Total Acute pt - 19 Total SWB - 12 Total Hospital Admits (Acute/SWB) - 31 Total Hospital DC (Acute/SWB) - 34 Total pt days - 254 Average Daily Census - 8		
2. Blood Utilization	7 for the reporting period – 1 pt was ordered 5 units of blood products; 1 unit d/c'd, During admin of unit 4 pt began having tachycardia, infusion stopped/provider notified. Pt refused interventions,		

**Mangum Regional Medical Center**  
**Quality Assurance & Performance Improvement Committee Meeting**

Item 2.

	provider/OBI reviewed chart and do not feel tachycardia is related to blood product transfusion		
<b>B. Care Management</b>			
1. CAH Readmissions	None for the reporting period		
2. IDT Meeting Documentation	10/10 (100%) completed within 24 hours of IDT		
3. Insurance Denials	3 for the reporting period – due to insurance denial, pts were switched to OBS		
4. IMM Notice	12/31 (39%) notices signed within 2 days prior to discharge; 19 IMMs were not signed upon admission or discharge or not completed at all	CCO/Bus Office Manager to provide education to staff on Mandatory completion of IMM	
<b>C. Risk Management</b>			

# Mangum Regional Medical Center

## Quality Assurance & Performance Improvement Committee Meeting

Item 2.

1. Incidents	<p>2 ER/1 in-pt; ER1.) pt to the er s/p fall, evaluated and treated, provider recommended admission however pt declined to personal issues going on that were not avoidable at this time, Risks/benefits discussed with pt and AMA signed. 1 ER) pt to the ER for c/o ab pain, pt verbally aggressive with family and staff, demanding meds, pt advised multiple times that evaluation had to be made prior to med order/administration, pt demanded medication NOW, nurse continued to advise that pt work up has to be done prior to med order/admin, pt left due to demands for meds prior to evaluation completion would not be met despite multiple education attempts, pt signed ama, R/B discussed. 1 in-pt) admitted for pneumonia w/hypoxemia, pt began feeling better and wanted to go home, pt had issues that remained unresolved however pt refused the treatment options presented by provider. With pt remaining adamant that they wanted to go home. Risk/benefits discussed at length multiple times by provider for all therapies refused, pt request to d/c home and outpatient treatments recommended by provider. Pt signed ama with encouragement to follow up with PCP/specialist as recommended by provider</p>	<p>AMAs 1-3; 1.) MRMC will continue to provide care to the patients based on needs, however patients have the right to refuse care at any time, education will be provided as needed to patient/families 2.) Pt will require full work up to determine treatment needs, education to this will be provided as needed 3.) MRMC will continue to provide care to the patients based on needs, however patients have the right to refuse care at any time, education will be provided as needed to patient/families. All AMAs for the reporting period reviewed with CEO/CNO and discussed with Med. Director at Quality - all deemed appropriate care, will monitor.</p>
2. Reported Complaints	<p>1 for reporting period - 1 in-pt with complaints directly to CEO as follows during stay 1.) lack of clean linens 2.) lack of room clean 3.) No bath offered during last part of stay 4.) poor food quality. CEO discussed concerns with patient and advised he would follow up discussions with appropriate parties, pt satisfied with this</p>	<p>CEO addressed patient concerns with the following; Maintenance Supervisor, CNO, Dietary Manager</p>

**Mangum Regional Medical Center**  
**Quality Assurance & Performance Improvement Committee Meeting**

Item 2.

	resolution		
3. Reported Grievances	None for reporting period		
4. Patient Falls without Injury	None for the reporting period		
5. Patient Falls with Minor Injury	1 for reporting period - 1 in-pt was ready to transfer from shower chair to bed, pt did not wait on nursing assist x 2 and lifted self off of the chair and slid on to the floor, pt was noted to have bruise to arm and no other injuries noted	Patient will have 2 persons at side for all transfers	
6. Patient Falls with Major Injury	None for reporting period		
7. Fall Risk Assessment	1 assessment completed post 1 in-pt fall for the reporting period		
8. Mortality Rate	None for the reporting period		
9. Deaths Within 24 Hours of Admission	None for the reporting period		
10. Organ Procurement Organization Notification	None for the reporting period		
<b>D. Nursing</b>			
1. Critical Tests/Labs	72 for the reporting period		
2. Restraint Use	None for the reporting period		
3. Code Blue	None for the reporting period		
4. Acute Transfers	1 for the reporting period - transferred to higher level of care for resp distress		
5. Inpatient Transfer Forms	1 completed for reporting period		
<b>E. Emergency Department</b>			
1. ED Nursing DC/ Transfer Assessment	20/20 (100%)		
2. ED Readmissions	1 for the reporting period - 1) Pt was seen for primary c/o. Reports non-compliance at home, Treated and released. Pt returned to ED for continued c/o. Discharged home with prescription	Advised to f/u with PCP	



**Mangum Regional Medical Center**  
**Quality Assurance & Performance Improvement Committee Meeting**

Item 2.

	for home meds and advised to f/u with PCP		
3. ER Log & Visits	147 (100%)		
4. MSE	20/20 (100%)		
5. EMTALA Transfer Form	9/9 (100%)		
6. Triage	20/20 (100%)		
7. ESI Triage Accuracy	20/20 (100%)		
8. ED Transfers	9 for the reporting period - Patients transferred to Higher Level of Care for: 1.) Resp failure – ICU 2.) Bowel Perf – Gen Surgery 3.) Subdural Hematoma – Neuro Services 4.) Acute Choly./Pancreatitis – GI Services 5.) Delusional Disorder – In-Pt Psych 6.) Stroke – Neuro 7.) Acute Appy – Gen Surgery 8.) CHF/Plural Effusion – Cards/ Pulmonology 9.) Acute Appy – Gen Surgery	All ER transfers for the reporting period appropriate for higher level of care	
9. Stroke Management	1 for reporting period - 1 pt to the ER for c/o stroke like symptoms, symptoms began 15 min prior to arrival. AirBus called w/i 15 of patient arrival for standby transfer. CT with some abnormal findings not r/t stroke and no thrombolytics admin in ER. Total door to transfer time 1 hr 3 min, slight delay in transfer due wait time for accepting of patient at higher level of care, air bus notified as soon as pt accepted with room and arrived in under 15 min. Neuros/Vitals not noted in chart, ER nurse reports issues with information not flowing from	Accepting hospitals must accept with room number prior to EMS/Air transfer, will default to provider recommendations for treatment as deemed necessary per patient needs/diagnostic results. ER nurse will refresh frequently to allow vitals/neuros to flow and report with any further issues of this not occurring	

**Mangum Regional Medical Center**  
**Quality Assurance & Performance Improvement Committee Meeting**

Item 2.

	system to system.		
10. Brain CT Scan – Stroke (OP-23)	1 for reporting period		
11. Suicide Management	1 for the reporting period		
12. STEMI Care	No STEMIs for reporting period		
13. Chest Pain	4/5 EKG (80%) 1 ekg completed in 7 min	Will continue to monitor for any trends with delay time for EKG, new guidelines/policy updates for ekg w/i 10 min pending board approval	
14. ED Departure - (OP-18)	111 min		
<b>F. Pharmacy &amp; Medication Safety</b>			
1. After Hours Access	76 for the reporting period		
2. Adverse Drug Reactions	None for reporting period		
3. Medication Errors	6 for the reporting period - 1-4) Respiratory therapy would check out a breathing treatment medication but not scan, or document, that it was given in the EMAR. 5) Insulin was held by a nurse due to normal fingerstick blood sugar. No documentation occurred at time of entry pertaining to FSBS or provider communication. 6) Carvedilol was held by a nurse with no vital signs or provider communication documented.	1-4) Pharmacy and Respiratory therapy departments are working together to ensure all breathing treatment medications are to be scanned and documented in EMAR. RT manager also advised all RT's to document in EMAR at all times. RT is also requesting a dedicated RT computer cart to hold breathing treatment medications. 5) The nurse stated that she did not document fully at the time of administration, and that she finished documenting the following day. Nurse advised to fully document all medication administration interventions at the time of scanning. 6) Nurse held carvedilol due to HR being 57. The vitals	

**Mangum Regional Medical Center**  
**Quality Assurance & Performance Improvement Committee Meeting**

Item 2.

		were not entered in the flowsheet or in the administration record. Nurse was educated that vitals and provider notification need to be documented when holding a medication.	
4. Medication Overrides	49 for the reporting period		
5. Controlled Drug Discrepancies	2 for the reporting period - All discrepancies were from nurses miscounting medications at shift change.		
<b>G. Respiratory Care Services</b>			
1. Ventilator Days	0 for the reporting period		
2. Ventilator Wean	0 for the reporting period		
3. Unplanned Trach Decannulations	None for the reporting period		
<b>H. Wound Care Services</b>			
1. Development of Pressure Ulcer	None for the reporting period		
2. Wound Healing Improvement	7 for the reporting period		
3. Wound Care Documentation	100% for initial assessment and discharge assessment documentation completed on time		
<b>I. Radiology</b>			
1. Radiology Films	2 films repeated due to technical error – 124 total for the reporting period; 1 anatomy clipped, 1 film with artifacts on film		
2. Imaging	25 for the reporting period; with 25 consents for CT obtained		
3. Radiation Dosimeter Report	5/5 (100%)		
<b>J. Laboratory</b>			
1. Lab Reports	0 repeated /2167 total for the reporting period		

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2. Blood Culture Contaminations	None for the reporting period		
<b>K. Infection Control and Employee Health</b>			
1. Line Events	None for the reporting period		
2. CAUTI's	None for the reporting period		
3. CLABSI's	None for the reporting period		
4. Hospital Acquired MDRO's	None for the reporting period		
5. Hospital Acquired C-diff	None for the reporting period		
6. HAI by Source	None for the reporting period		
7. Hand Hygiene/ PPE & Isolation Surveillance	100 % HH / 100 % PPE		
8. Patient Vaccinations	0 received influenza vaccine / 0 received pneumococcal vaccine		
9. VAE	None for the reporting period		
10. Employee Health Summary	1 employee event/injury, 3 employee health encounters (vaccines/testing) 27 reports of employee illness/injury		
<b>L. Health Information Management (HIM)</b>			
1. History and Physicals Completion	20/20 (100%) completed within 24 hrs of admit		
2. Discharge Summary Completion	20/20 (100%) completed within 72 hrs of discharge		

## Mangum Regional Medical Center

### Quality Assurance & Performance Improvement Committee Meeting

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3. Progress Notes (Swing bed & Acute)	Weekly SWB notes – 20/20 (100%) Daily Acute notes – 20 /20 (100%)		
4. Swing Bed Indicators	12/12 (100%) SWB social HX completed within 24 hrs/first business day after admit		
5. E-prescribing System	20/20 (100%) of medications were electronically sent this reporting period		
6. Legibility of Records	20/20 (100%)		
7. Transition of Care	Obs to acute – none for the reporting period, Acute to SWB – 8/8 (100%) of appropriate orders for admit from Acute to SWB status		
8. Discharge Instructions	5/20 (25%) - There was 1 er missing the d/c instructions and 1 er where a signed copy did not make it to HIM. There were three swb's, where a signed copy of the d/c instructions did not make it to HIM	HIM sent out an email to the CEO, CCO and Quality. CCO let the nurses know to start printing the d/c instructions, getting signature and then scanning back in.	
9. Transfer Forms	10/10 (100%) for ER and in-pt transfers to higher level of care for the reporting period		
<b>M. Dietary</b>			
1. Weekly Cleaning Schedules	50/50 (100%)		
2. Daily Cleaning Schedules	403/403 (100%)		
3. Wash Temperature	75/75 (100%)		
4. Rinse Temperature	75/75 (100%)		
<b>N. Therapy</b>			
1. Discharge Documentation	26/26 (100%) completed within 72 hours of discharge		

**Mangum Regional Medical Center**  
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2. Equipment Needs	16/16 (100%)		
3. Therapy Visits	PT 81– OT 61 - ST 4		
4. Supervisory Log	1 PTA supervisory logs completed for reporting period		
5. Functional Improvement Outcomes	PT 10/10 (100%) – OT 10/10 (100%) - pts discharged during the reporting period with improvement outcomes		
<b>O. Human Resources</b>			
1. Compliance	100%		
2. Staffing	Hired – 2, Termed - 2		
<b>P. Registration Services</b>			
1. Compliance	100%		
<b>Q. Environmental Services</b>			
1. Terminal Room Cleans	10/10 (100%)		
<b>R. Materials Management</b>			
1. Materials Management Indicators	5 – Back orders, 0 – Late orders, – 1 Recalls, 1122/1138 items checked out properly		
<b>S. Life Safety</b>			
1. Fire Safety Management	1 fire drills for the reporting period – 24 fire extinguishers checked		
2. Range Hood	Quarterly – Due Jan 2024		
3. Biomedical Equipment	Quarterly – Due Jan 2024		
<b>T. Emergency Preparedness</b>			
1. Orientation to EP Plan	2/2 (100%)		

**Mangum Regional Medical Center**  
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Item 2.

<b>U. Information Technology</b>			
A. IT Incidents	12		
<b>V. Outpatient</b>			
1. Therapy Visits	57/80 (71%) 8 no show/no call missed visits, 15 visits which patients called and rescheduled.		
2. Discharge Documentation	4/4 (100%) discharge notes completed within 72 hrs of discharge		
3. Functional Improvement Outcomes	4/5 (80%) 1 non-visit discharge (unable to obtain standard testing with non-visits)		
4. Outpatient Wound Services	(100%)		
<b>W. Strong Mind Services</b>			
1. Record Compliance	N/A	N/A	N/A
2. Client Satisfaction Survey	N/A	N/A	N/A
3. Master Treatment Plan	N/A	N/A	N/A
4. Suicidal Ideation	N/A	N/A	N/A
5. Scheduled Appointments	N/A	N/A	N/A
<b>VII. POLICY AND PROCEDURE REVIEW</b>			
1. Review and Retire	None for this reporting period		
2. Review and Approve			
<b>VIII. CONTRACT EVALUATIONS</b>			
1. Contract Services			

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Item 2.

**IX. REGULATORY AND COMPLIANCE**

A. OSDH & CMS Updates	None for this reporting period		
B. Surveys	Life Safety complaint survey 11/2023		
C. Product Recalls	Sodium Chloride Irrigation/Sterile Water		
D. Failure Mode Effect Analysis (FMEA)	Water Line Break – Final at Corporate for approval		
E. Root Cause Analysis (RCA)	None for this reporting period		

**X. PERFORMANCE IMPROVEMENT PROJECTS**

A. PIP	<p>Proposed – STROKE; The Emergency Department will decrease the door to transfer time to &lt; 60 minutes for all stroke patients who present to the Emergency Department at least 65% of the time or greater by December 2023.</p> <p>Proposed –STEMI/CP; The Emergency Department will decrease the door to transfer time to &lt; 60 minutes for all STEMI patients who present to the Emergency Department at least 80% of the time or greater by December 2023.</p>		
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**XI. CREDENTIALING/NEW APPOINTMENT UPDATES**

A. Credentialing/New Appointment Updates	Credentialing/Re-credentialing at Med Staff		
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**XII. EDUCATION/TRAINING**

A. Education/ Training			
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**XIII. ADMINISTRATOR REPORT**

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**Mangum Regional Medical Center**  
**Quality Assurance & Performance Improvement Committee Meeting**

Item 2.

A. Administrator Report			
<b>XIV. CCO REPORT</b>			
A. CCO Report			
<b>XV. STANDING AGENDA</b>			
A. Annual Approval of Strategic Quality Plan	Approved 04/2023	Approved 04/2023	
B. Annual Appointment of Infection Preventionist	Approved 02/2023	Approved 02/2023	
C. Annual Appointment of Risk Manager	Approved 02/2023	Approved 02/2023	
D. Annual Appointment of Security Officer	Approved 01/2024	Approved 11/2023	
E. Annual Appointment of Compliance Officer	Approved 02/2023	Approved 02/2023	
F. Annual Review of Infection Control Risk Assessment (ICRA)	Approved 02/2023	Approved 02/2023	
G. Annual Review of Hazard Vulnerability Analysis (HVA)	Approved 10/2023	Approved 10/2023	
<b>Department Reports</b>			
A. Department reports			
<b>Other</b>			
A. Other	None		
<b>Adjournment</b>			
A. Adjournment	There being no further business, meeting adjourned by Chasity seconded by Pam at 13:30	The next QAPI meeting will be – tentatively scheduled for 02/08/2024	

Mangum Regional Medical Center  
Medical Staff Meeting  
Thursday  
January 18, 2024

MEMBERS PRESENT:

John Chiaffitelli, DO, Medical Director  
Absent:  
Guest:

ALLIED HEALTH PROVIDER PRESENT:

David Arles, APRN-CNP  
Mary Barnes, APRN-CNP

NON-MEMBERS PRESENT:

Kelley Martinez, RN, CEO  
Chelsea Church, PharmD  
Nick Walker, RN, CCO  
Denise Jackson, RN, Quality  
Chasity Howell, RN, Utilization Review Director  
Megan Smith, RN, Infection Control  
Lynda James, LPN, Pharmacy Tech

1. Call to order
  - a. The meeting was called to order at 12:00 pm by Dr. John Chiaffitelli, Medical Director.
2. Acceptance of minutes
  - a. The minutes of the December 14, 2023, Medical Staff Meeting were reviewed.  
**i.Action:** Dr. Chiaffitelli, Medical Director, made a motion to approve the minutes.
3. Unfinished Business
  - a. None
4. Report from the Chief Executive Officer
  - a. We are Continuing to work with EMS to enhance patient care. We continue to work with them on bringing Mangum residents to our facility.

- Operations Overview
  - We continue to look for new opportunities for the facility and the community. Currently we are working on getting the Strong Mind program up and running. We are still needing to find a van for this program, a tech to transport patients and assist with patient care. We are talking with a licensed counselor to assist with this program and see patients in the clinic.
  - I also continue to do rounds on patients to ensure we are fulfilling their needs.
  - We continue to work with the local long term care facility to ensure seamless patient care.
  - We have also noticed that we have been missing our sepsis bundle and this has caused us to miss some septic patients with early intervention. We are going to be doing monthly audits on this to ensure we are improving. We are also implementing a nurse driven sepsis screening. We are not going to order medications, but we are labs. We are hoping this will decrease how much the provider is responsible for this.
  - We are seeing some extended stay ERs. This is not entirely bad but we must consider how much money we are losing by not admitting the patient to OBS. We should not be holding patients in the ER if we are determining to admit based on a test that cannot be done until the AM. If they are stable enough to sit in the ER, they should be stable enough to go to OBS. Remember though they need to be in OBS for a minimum of 8 hours to start getting paid, and Medicaid does not pay for OBS.
    1. First hour rate after 8 hours is \$530.60
    2. Every hour after is \$104.00
 So when we hold our patients in the ER we miss out of some Extra funds.  
 Written report remains in the minutes.

## 5. Committee / Departmental Reports

### a. Medical Records

1. Documents are still being missed and/or unsigned. This has been brought to the attention of the CNO.
2. HIPAA education has been sent to all employees.

- i. Written report remains in the minutes.

## b. Nursing

## Patient Care

- MRMC Education included:
  1. Continued sepsis documentation changes/education with nursing and providers.
  2. Education on blood administration with nursing staff.
  3. Completed nursing skills fair.
- MRMC Emergency Department reports no patient Left Without Being Seen (LWBS).
- MRMC Laboratory reports zero contaminated blood culture set(s).
- MRMC Infection Prevention reports 0 CAUTI.
- MRMC Infection Prevention report 0 CLABSI.
- MRMC Infection Prevention reports 0 HAI, or MDRO for the month of December.

## Client Service

- Total Patient Days increased with 254 patient days in December as compared to 243 patient days in November. This represents an average daily census of 8. In addition, MRMC Emergency Department provided care to 147 patients in December, 2023.
- MRMC Case Management reports 31 Total Admissions for the month of December, 2023.
- December 2023 COVID-19 Stats at MRMC: Swabs (1 PCR & 93 Antigen) with 8 Positive.

## Preserve Rural Jobs

- MRMC filled a fulltime CNA position.
- MRMC has one, full-time RN position open currently.  
Written report remains in minutes.

## c. Infection Control

- Old Business
  - a. N/A
- New Business
  - a. New Sepsis Screen in CPSI
  - b. 1.) Intervention is live. Provide further education at skills fair.
- Data:
  - a. N/A
- Policy & Procedures Review:
  - a. Corporate Policy Review Committee is currently looking at all Policies associated with Influenza Vaccines.
- Education/In Services
  - a. Monthly EPIC meeting for IP education
  - b. Weekly Call with Corp. IP

- c. Weekly Lunch and Learn
  - d. Staff education
- Updates: No updates at this time.
- Annual Items:
  - a. Completed March 2023  
Written report remains in minutes.
- d. Environment of Care and Safety Report
  - i. Evaluation and Approval of Annual Plans –
    - i.i. Old Business - -
      - a. Continuing to work on the building. Flooring in Nurses break area and Med Prep room needing replaced – Tile is on site- Remodel started 11-13-2023-Complete 11-20-2023.
      - b. ER Provider office flooring needing replaced. Tile is onsite.- Remodel is starting 12-18-2023.
      - c. Damaged ceiling tile in patient area due to electrical upgrade-will need more tile to complete.
      - d. Replace ceiling tile that do not fit properly – will need more tile to complete.
      - e. North wall in Nurses breakroom in need of repair-remodel started 11/13/2023 – Complete 11-20-2023.
      - f. Chrome pipe needs cleaned and escutcheons replaced on hopper in ER - - Could not replace escutcheons due to corroded pipping in wall. Capped off leaking pipe under the floor to stop leak. Will remove or cover hopper-hopper will be covered.-Remodel starting 12-23-2023.
      - g. Ceramic tile around toilet paper dispenser is missing in restroom in Room 17 – Complete 12-8-2023.
      - h. ISO Caddys installed in patient rooms – ISO Caddys on site. All Caddys installed except room 16 – Room occupied – Complete-12-5-2023.
      - i. EOC, EM and Life Safety Plans will be evaluated and approved in the January EOC meeting.
      - j. Add additional sanitizer dispensers in patient wing – will need more dispensers.
    - i.i.i. New Business
      - a. N/A  
Written report remains in minutes.
- e. Laboratory
  - i. Tissue Report – None - December, 2023
  - i.i. Transfusion Report – December, 2023
- f. Radiology

- i. There was a total of – 201 X-Rays/CT/US
    - i.i. Nothing up for approval
    - i.i.i. Updates:
      - o PM completed on injector for CT.
- Written report remains in minutes.

g. Pharmacy

- i. Verbal Report by PharmD.
  - i.i. COVID-19 Medications-Have 1 dose of Bebtelovimab, 30 doses of Remdesivir and 18 Paxlovid doses in-house.
  - i.i.i. P & T Committee Meeting – P&T Meeting held on Dec 14, 2023
  - iv. Solu-Medrol has been added to the shortage list. We have plenty in house at this time.
- Written report remains in the minutes.

h. Physical Therapy

- i. No report.

i. Emergency Department

- i. No report

j. Quality Assessment Performance Improvement  
Risk

- Risk Management
    - o Grievance – 0
    - o 2 - Fall with no injury
    - o 0 - Fall with minor injury
    - o 0 – Fall with major injury
    - o Death – 1
    - o AMA/LWBS – 5/0
  - Quality
    - o Quality Minutes from previous month included as attachment.
  - HIM – H&P – Completion 20/20 = 100% - Discharge Summary 20/20 = 100%
  - Med event – 0
  - Afterhours access was – 48
  - Compliance
- Written report remains in minutes.

k. Utilization Review

- i. Total Patient days for December: 254
- i.i. Total Medicare days for December: 185
- i.i.i. Total Medicaid days for December: 2
- iv. Total Swing Bed days for December: 191

v. Total Medicare SB days for December: 150  
Written report remains in the minutes.  
Motion made by Dr. John Chiaffitelli, Medical Director to approve  
Committee Reports for December, 2023.

6. New Business

- a. Review & Consideration of Approval of Policy & Procedure: MRMC – Mangum Expense Reimbursement
  - i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve MRMC – Mangum Expense Reimbursement.
- b. Review & Consideration of Approval of Policy & Procedure: MRMC – Left Without Being Seen and Patient Discharge Against Medical Advice
  - i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve MRMC - Left Without Being Seen and Patient Discharge Against Medical Advice.

7. Adjourn

- a. Dr Chiaffitelli made a motion to adjourn the meeting at 12:21 pm.

\_\_\_\_\_  
Medical Director/Chief of Staff

\_\_\_\_\_  
Date



# Clinic Operations Report

Mangum Family Clinic

January 2024

Monthly Stats	January 2023	January 2024
Total Visits	167	177
Provider Prod	148	108
RHC Visits	162	158
Nurse Visits	5	0
Televisit	0	0
Swingbed	n/a	19

Provider Numbers	RHC	TH	SB
Barnes	121		
Chiaffitelli			
Sims			
other	56		

Payor Mix	
Medicare	38
Medicaid	60
Self	6
Private	73

Visits per Geography	
Mangum	132
Granite	13
Altus	5
Duke	2

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Visits	177												



**Clinic Operations:**

- Mary Barnes, C-NP is standing in the clinic gap as the main provider and doing a splendid job!
- Clinic covered with ER providers for “urgent” only on Wednesday and Fridays, otherwise consistent coverage provided.
- Ms. Fry rescinded her contract to work at Mangum Clinic. Actively advertising and interviewing applicants.

**Quality Report:**

Improvement Measure	Actual	Goal	Comments
Reg Deficiencies	1	0	10 audited
Patient Satisfaction	21	5	17-excellent; 4-good
New Patients	22	10	Extremely impressive given the circumstances
No Show	9.3%	<12%	25 no shows for the month
Expired Medications	0	0	None noted.

**Outreach:**

- Nothing specific to report. Clinic continues to support the community by providing quality compassionate care.

**Summary :**

Despite provider issues, the clinic remains committed to seeing patients which is indicated by the 158 RHC visits for the month. Mary Barnes continues to champion the clinic as does our clinic staff. Unknown personal reasons for Ms. Frye was a determining factor to her inability to work for Mangum Clinic. Again, HR is actively recruiting for a provider and interviews are occurring. Optimism abounds! Until a permanent provider is found, the Clinic will continue to stay open as coverage allows.

*“You love, you serve, and you show people you care. It’s the simplest, most powerful, greatest, success model of all time.” Joe Gordon.*



# Mangum Family Medical Clinic

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2023

Biennial Review

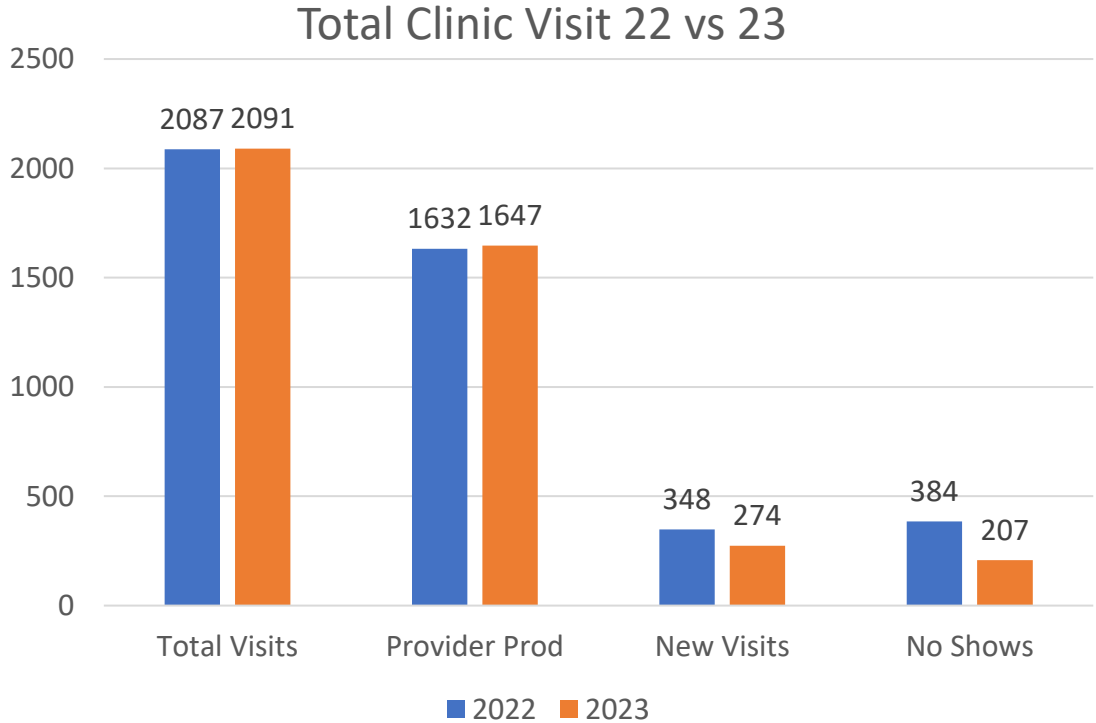




# Table Of Contents

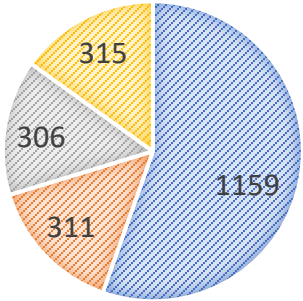
- Statistics.....3-6
- Medical Records.....7
- Policies & Procedures..8-11
- BioMed.....12
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- Questions.....16
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# Statistics.....



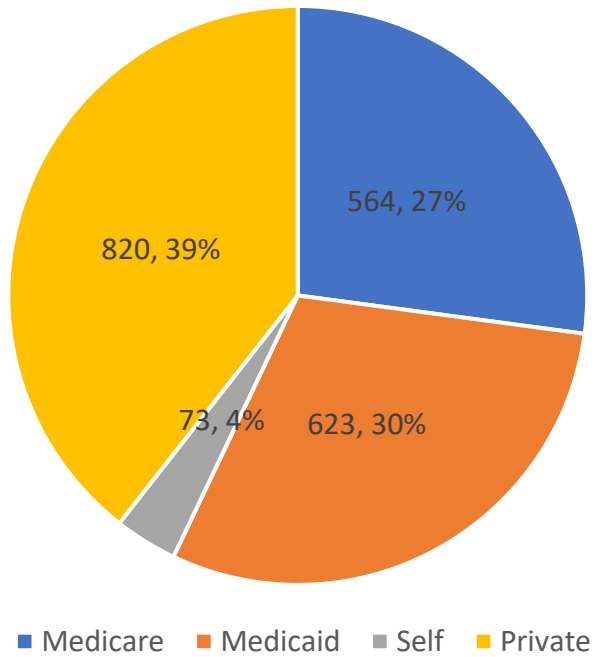
### VISIT PER PROVIDER 2023

■ Amy Sims ■ Kenna Wenthold ■ Mary Barnes ■ Other Providers

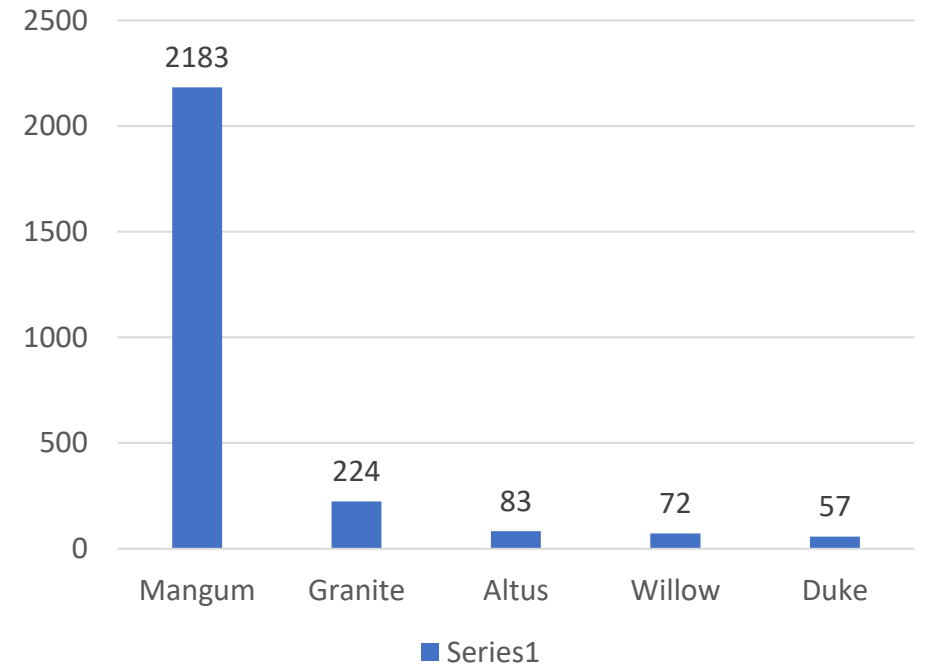


# Statistics....

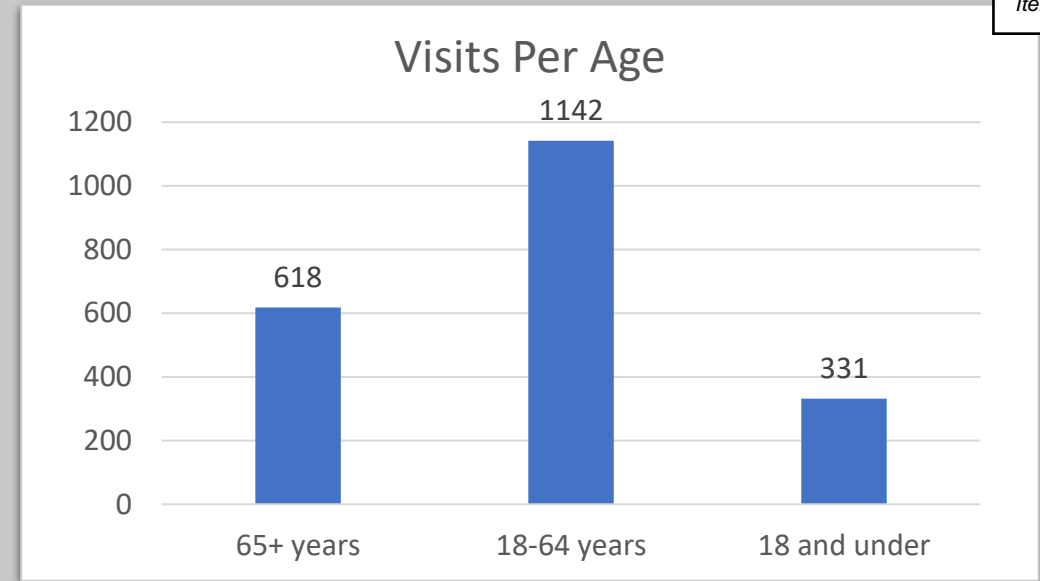
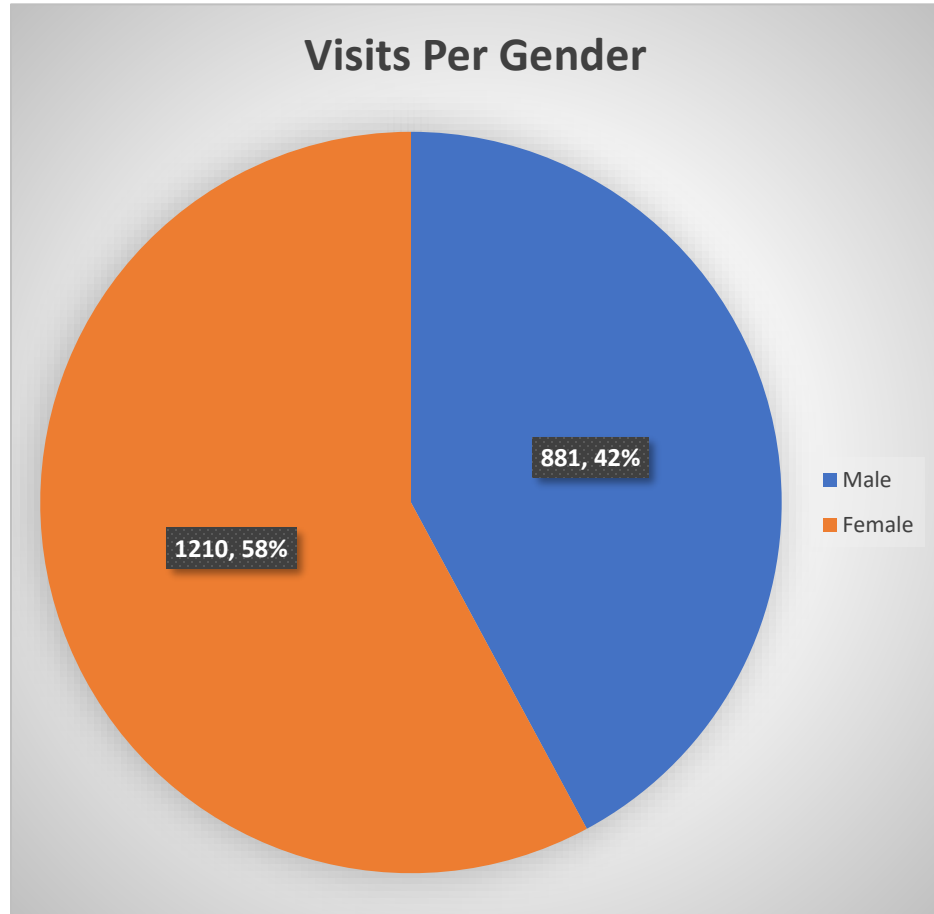
### Payor Source 2023



### Geography 2023

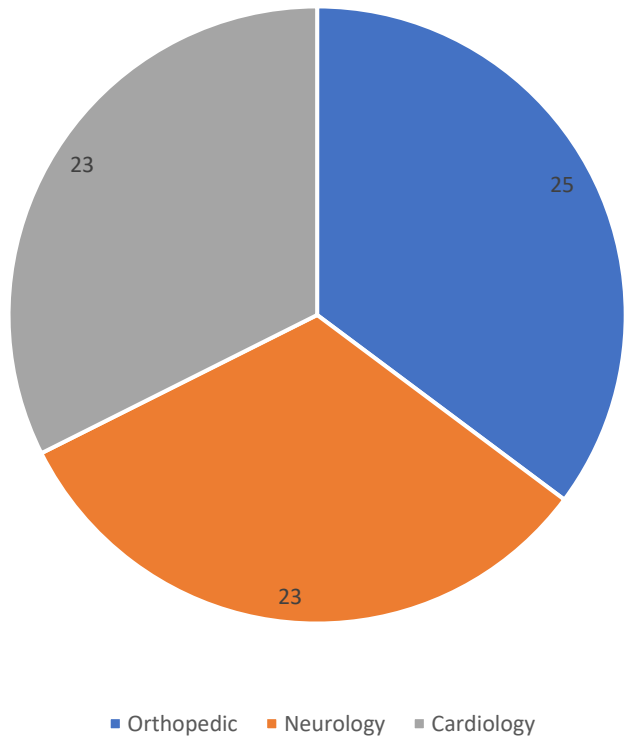


# Statistics.....

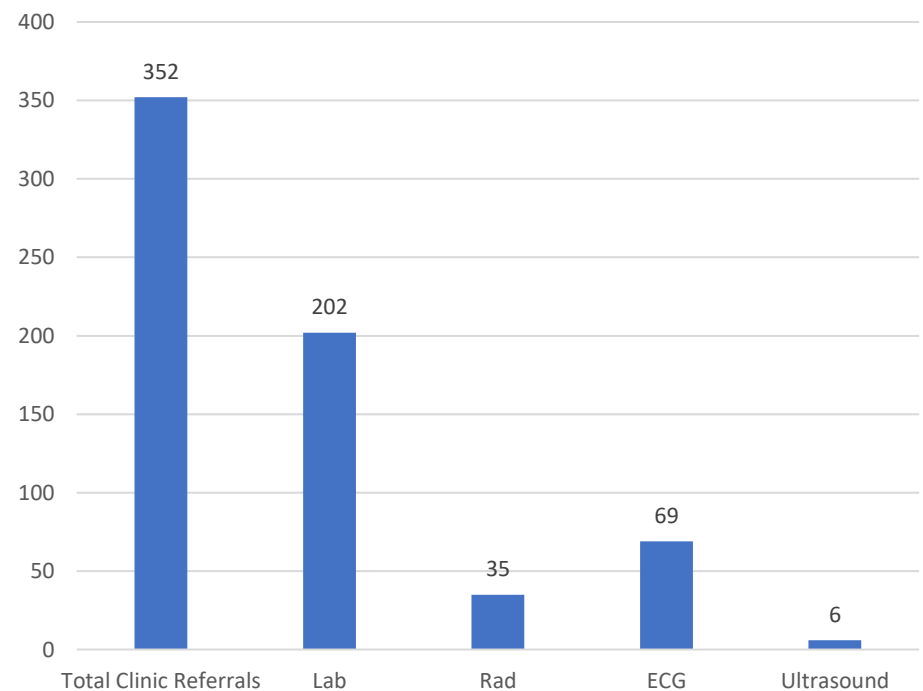


# Statistics....

Outgoing Referrals



In House Referrals



# Medical Records/Chart Review.....

- Medical Records/Chart Reviews are performed monthly by both the Clinic Manager and the Supervising MD/DO. The Clinic Manager is focusing more on demographics and standardized forms while the Supervising Provider is focusing more on note content and appropriateness of treatment.
- Appendix A





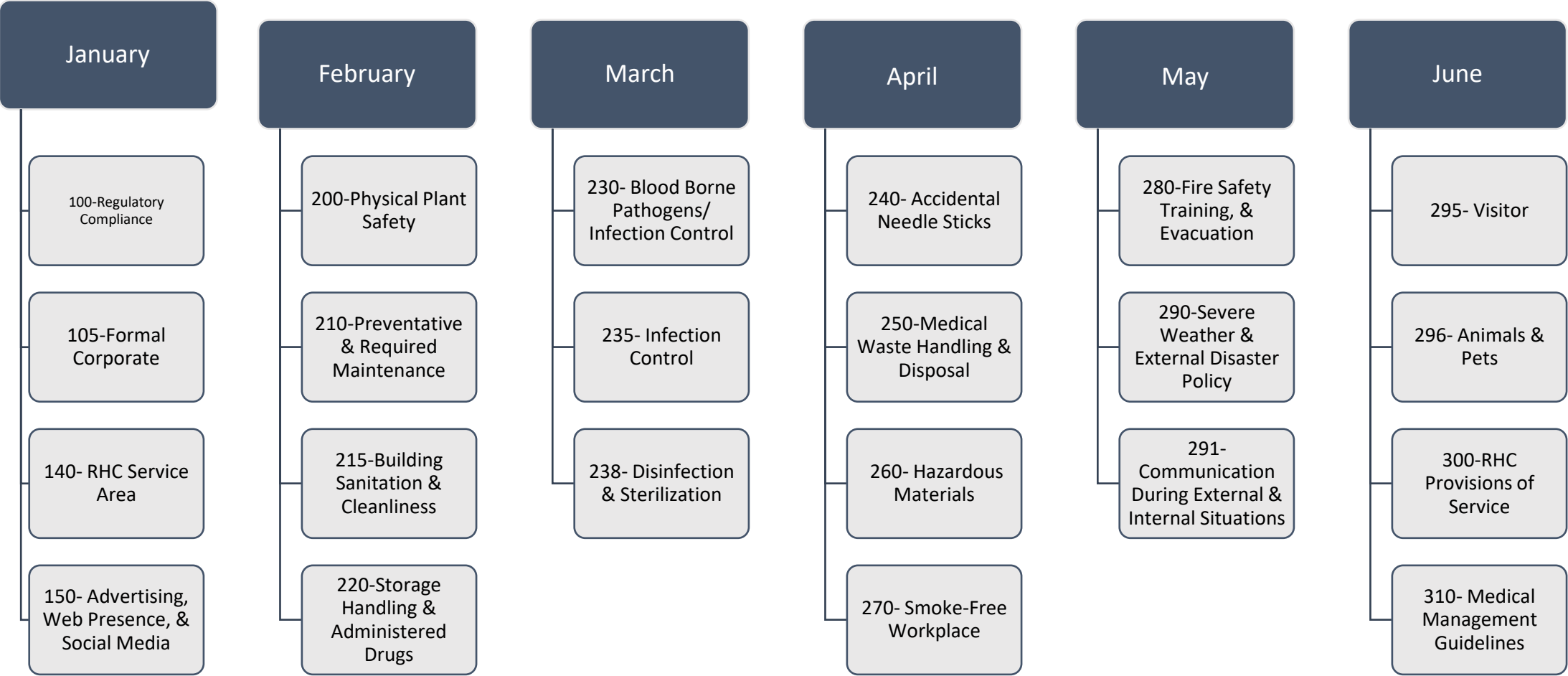
# Policy and Procedures....

- 2023 brought change to Mangum Family Clinic in regard to the Policy and Procedure Manual. InQseek is no longer the P&P vender of choice but instead all policies are initiated and maintained at a corporate level with the approval of the hospital board.
- RHC Clinic policies and procedures can be found on *Share Point* using the manager's administrative access.
- Evidence of compliance is noted in the *Evidence Binder* located in the manager's office.

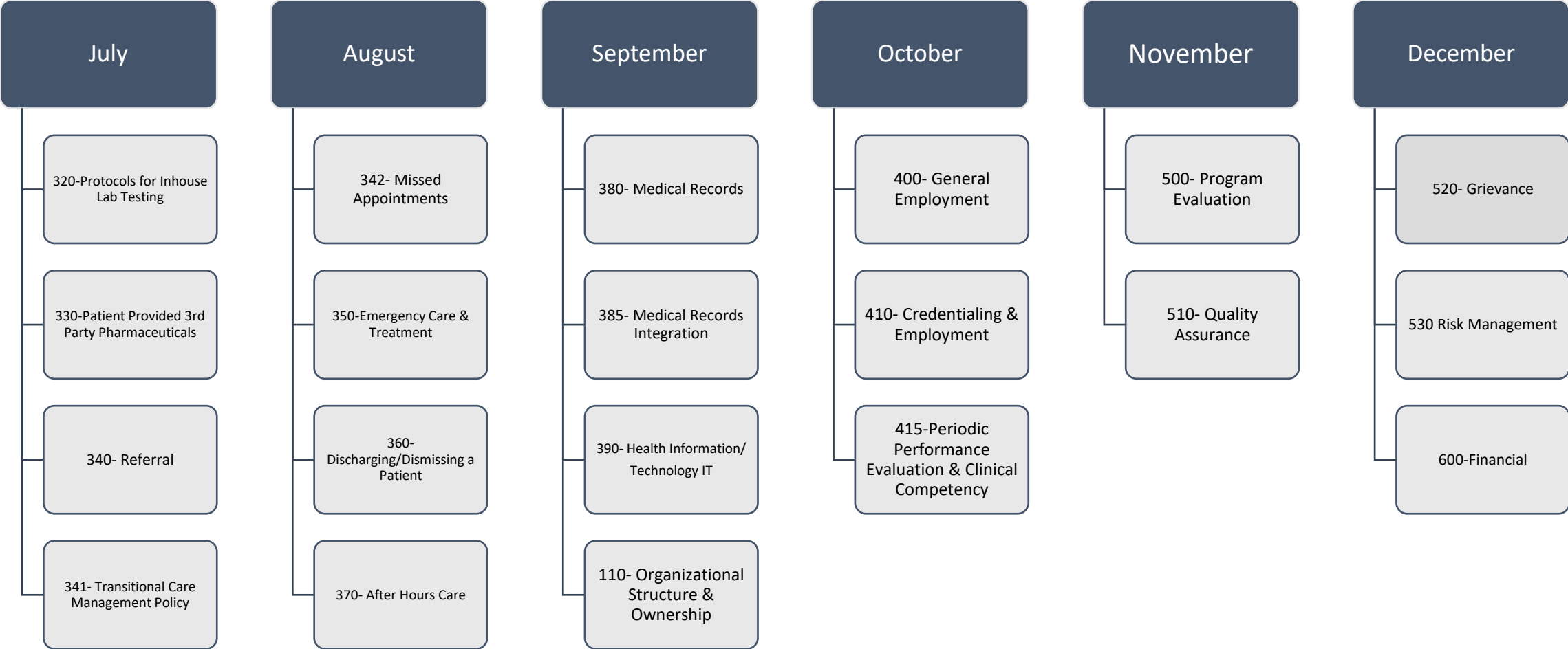
# Policy & Procedures.....

Name	Status	Date modified	Type	Size
520.0 RHC Patient Complaint and Grieva...	☁	11/7/2023 10:13 AM	Microsoft Word D...	63 KB
Adm Org Structure and Ownership 110	☁	11/7/2023 10:13 AM	Microsoft Word D...	100 KB
admin Advertising and Social media 150	☁	11/7/2023 10:14 AM	Microsoft Word D...	82 KB
admin Non-Discriminatory 130	☁	11/7/2023 10:14 AM	Microsoft Word D...	107 KB
admin org chart structure 120	☁	11/7/2023 10:14 AM	Microsoft Word D...	71 KB
Admin Reg Compliance 100	☁	11/7/2023 10:14 AM	Microsoft Word D...	102 KB
admin RHC service location 140	☁	11/7/2023 10:14 AM	Microsoft Word D...	82 KB
env Accidental Needle Sticks 240	☁	11/7/2023 10:14 AM	Microsoft Word D...	84 KB
env Animals and Pets 296	☁	11/7/2023 10:14 AM	Microsoft Word D...	88 KB
env Blood Pathogen Exposure Control 230	☁	11/7/2023 10:14 AM	Microsoft Word D...	88 KB
env Building Sanitation and Cleanliness 2...	☁	11/7/2023 10:14 AM	Microsoft Word D...	88 KB
env Communication During Int Ext Situat...	☁	11/7/2023 10:14 AM	Microsoft Word D...	84 KB
env Disinfection and Sterilization 238	☁	11/7/2023 10:14 AM	Microsoft Word D...	85 KB
env Fire Safety Training Evac 280	☁	11/7/2023 10:14 AM	Microsoft Word D...	86 KB
env Hazzardous Material 260	✅	1/12/2024 9:42 AM	Microsoft Word D...	94 KB
env Infection Control 235	✅	11/7/2023 10:14 AM	Microsoft Word D...	85 KB
env Medical Waste and Disposal 250 (1)	☁	11/7/2023 10:14 AM	Microsoft Word D...	84 KB
env Physical Plant Safety 200	☁	11/7/2023 10:14 AM	Microsoft Word D...	83 KB
env Preventitive and Required Mainten...	☁	11/7/2023 10:14 AM	Microsoft Word D...	89 KB
env Severe Weather and Ext Disaster 290 ...	☁	11/7/2023 10:14 AM	Microsoft Word D...	99 KB
env Smoke Free Work 270	✅	11/7/2023 10:14 AM	Microsoft Word D...	81 KB

# Policy & Procedures



# Policy & Procedures (cont.)



# BioMedical Equipment....



- Preventative and Periodic maintenance is performed by Trimedx on a systematic schedule. Appendix B

# Quality Assurance (QAPI)....

## Charting

B.		Charting													
		Charting	Notes/Goals	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Charting	Number of Charts Audited	5 per month	10	10	10	10	10	10	10	10	10	10	10	10	120
	Demographic Deficiencies		0	0	0	0	0	0	0	0	4	0	2	0	6
	Patient Consent Deficiencies		0	0	0	0	0	0	0	0	0	0	0	0	0
	Unsigned Chart Note Deficiency		1	4	2	2	0	4	0	3	1	3	4	4	28
	Lab Result Uncharted		0	0	0	0	0	0	0	0	0	0	0	0	0
	Pain Management Deficiencies	face to face every 30 days	0	0	0	0	0	0	0	0	0	0	0	0	0
	Select Own Charting Metric to Monitor														0

# Roadblocks to success...

PROVIDER TURNOVER



EMR COMMUNICATION

# Summary

---

2023 was a challenge given provider instability. However, new provider and new staff present great opportunity to grow in 2024

---

New hospital administration is supportive and very interactive into the day-to-day operations of the clinic. Good things to come!

---

Mangum Family Clinic is dedicated to the health needs of this community and are willing to immerse ourselves into the community inside and outside the clinic walls.



# 2024 Goals



No provider turnover in the year 2024.



Increase patient services that compliment the hospital.



Aim towards a visit volume in the 200 range once the new provider reaches a comfortable stride.



Return to the community involvement that the clinic was once known for.

# Questions, Concerns, Comments....

# Appendix A (Provider Chart Review)



NOVEMBER 2022

## Chart Review Form

Provider: Amy Sims

Credential of Degree: Nurse Practitioner

Reviewer: Jessica Waldbusser

Credential of Degree: Clinic Manager/RMA

Instructions: Complete columns and check whether all components are present in the medical record. Indicate N/A to encounter, i.e., no lab ordered, ect. Chart Deficiencies should be reported during staff or quality meetings.

Date of Service:	11-1-23		11-2-23		11-3-23		11-7-23		11-9-23		11-13-23		11-16-23		11-20-23		11-21-23		11-27-23	
Medical Record #	10160		11077		11167		11125		11171		11175		11174		11186		11187		9936	
REVIEW AREAS	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Demographics Complete and Updated	✓		✓		✓		✓		✓		✓		✓		✓		✓		✓	
Patient Consents Complete and Updated	✓		✓		✓		✓		✓		✓		✓		✓		✓		✓	
Chief Complaint (CC)	✓		✓		✓		✓		✓		✓		✓		✓		✓		✓	
History of Present Illness (HPI)	✓		✓		✓		✓		✓		✓		✓		✓		✓		✓	
Personal, Family and Social History & Problem List	✓		✓		✓		✓		✓		✓		✓		✓		✓		✓	
Review of Systems/Symptoms (ROS)	✓		✓		✓		✓		✓		✓		✓		✓		✓		✓	
Pertinent to the documented CC and HPI	✓		✓		✓		✓		✓		✓		✓		✓		✓		✓	
Note is signed, complete, and clearly understood.	✓		✓		✓		✓		✓		✓		✓		✓		✓		✓	
Diagnostic testing: Lab / Radiology (if applicable)	N/A		N/A		N/A		N/A		N/A		N/A		N/A		✓		N/A		N/A	
Follow-up, referrals, or consults (if applicable)	✓		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A	
Procedure Consent, (if applicable)		✓	N/A		N/A		✓		N/A		N/A		N/A		N/A		N/A		N/A	
The diagnosis or diagnoses are supported by the documentation.	✓		✓		✓		✓		✓		✓		✓		✓		✓		✓	
The treatment plan is consistent with the assessment and diagnoses	✓		✓		✓		✓		✓		✓		✓		✓		✓		✓	
All medications administered are congruent and appropriate	N/A		N/A		N/A		✓		N/A		N/A		N/A		N/A		N/A		N/A	
All current medications and dosages are clearly listed or reconciled.	✓		✓		✓		✓		✓		✓		✓		✓		✓		✓	
The documentation components support the appropriate level of service for the encounter.	✓		✓		✓		✓		✓		✓		✓		✓		✓		✓	
Discharge status, Instructions & Education	N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A	

If any are checked in the "NO" column, please comment on the Summary of Findings for possible deficiency or discrepancy.

# Appendix B (Maintenance Log)

BIOMEDICAL INVENTORY										
Control#	Device	Description	Manufacturer	Model	Serial Number	Department	Location	INSPECTION DUE	STATUS	INTERVALS
38278	Table, Exam-Treatment	Ritler	105		9002373	Clinic	ROOM 3-NORTH SIDE	10/2023	Active	12 Months
38285	Oto-Optthalmoscope	Welch Allyn	74710		?	Clinic	ROOM 2-NORTH SIDE	10/2023	Active	12 Months
38286	Light, Exam-Treatment	Ritler	152		VS20680	Clinic	ROOM 3-NORTH SIDE	10/2023	Active	12 Months
38287	Oto-Optthalmoscope	Welch Allyn	74710		?	Clinic	ROOM 3-NORTH SIDE	10/2023	Active	12 Months
38291	Oto-Optthalmoscope	Welch Allyn	74710		?	Clinic	ROOM 1-NORTH SIDE	10/2023	Active	12 Months
38299	Oto-Optthalmoscope	Welch Allyn	74710		?	Clinic	ROOM 4-SOUTH SID	10/2023	Active	12 Months
38300	Light, Exam-Treatment	Ritler	152		VS20691	Clinic	ROOM 1-NORTH SIDE	10/2023	Active	12 Months
38302	Oto-Optthalmoscope	Welch Allyn	74710		?	Clinic	ROOM 3-SOUTH SIDE	10/2023	Active	12 Months
38303	Light, Exam-Treatment	Ritler	152		VS20690	Clinic	ROOM 3-SOUTH SIDE	10/2023	Active	12 Months
38304	Table, Exam-Treatment	Midmark	404		80001544	Clinic	ROOM 3-SOUTH SIDE	10/2023	Active	12 Months
38305	Table, Exam-Treatment	Ritler	104		VS20690	Clinic	ROOM 3-SOUTH SIDE	10/2023	Active	12 Months
38307	Light, Exam-Treatment	Ritler	152		VS20689	Clinic	ROOM 1-SOUTH SIDE	10/2023	Active	12 Months
38308	Oto-Optthalmoscope	Welch Allyn	74710		?	Clinic	ROOM 1-SOUTH SIDE	10/2023	Active	12 Months
47781	Table, Exam-Treatment	Ritler	105		9003002	Clinic	ROOM 2-NORTH SIDE	10/2023	Active	12 Months
47783	Nebulizer	Parl Respiratory	PRONEB ULTRA II		JC08J06635	Clinic	ROOM 2-NORTH SIDE	10/2023	Active	12 Months
51719	Oto-Optthalmoscope	Welch Allyn	767		?	Clinic	ROOM 3-SOUTH SIDE	10/2023	Active	12 Months
57232	Centrifuge	Select	CS96		1T1800779	Clinic	LAB AREA	10/2023	Active	12 Months
57290	Scale, Adult	Delecto	N/A		N/A	Clinic	HALL-SOUTH SIDE	10/2023	Active	12 Months
57292	Scale, Infant	Health-O-Meter	559GL		5550053619	Clinic	HALL-NORTH SIDE	10/2023	Active	12 Months
58621	Refrigerator	Hot Point	CTX18DABQ/RWW		12540394	Clinic	LAB AREA	10/2023	Active	12 Months
58622	Freezer	Marval Scientific	4FHWWR-PL		HCAFX102	Clinic	LAB AREA	10/2023	Active	12 Months
58623	Refrigerator	Marval Scientific	8FP08BL-P		2016215038H	Clinic	LAB AREA	10/2023	Active	12 Months
62686	Pump, Suction	Aeros	CARE-E-VAC II		8A40045	Clinic	ROOM 1-SOUTH SIDE	10/2023	Active	12 Months
64139	Nebulizer	Medquip	CN-02MD		04578	Clinic		4/2024	Active	12 Months
64140	Table, Exam-Treatment	Midmark	105		9003035	Clinic	ROOM 1-NORTH SIDE	10/2023	Active	12 Months
64142	Analyzer, Urine	Siemens	CLINITEK STATUS +		246917	Clinic		10/2023	Active	12 Months
64143	Light, Ultraviolet	Burton Medical	31603		896007	Clinic		10/2023	Active	12 Months
64144	Light, Ultraviolet	Burton Medical	31603		896005	Clinic		10/2023	Active	12 Months
69571	Table, Exam-Treatment	Midmark	204-001		V1514502	Clinic	Room 4-South Side	10/2023	Active	12 Months
69572	Table, Exam-Treatment	Midmark	204-001		V1512706	Clinic	Room 1-South Side	10/2023	Active	12 Months
69574	Hematology Analyzer	Stan Bio Lab	HEMO-POINT H2		3008-19-0410	Clinic	Lab Area	10/2023	Active	12 Months
70394	Defibrillator	Medtronic	LifePak 12		9805466	Clinic	Crash Cart	10/2023	Active	6 Months
71722	Electrocardiograph (ECG)	General Electric	MAC 5500		8C0062309229A	Clinic		10/2023	Active	12 Months
71845	Nebulizer	Drive	18080		29N120988161	Clinic		10/2023	Active	12 Months
71846	Vital Signs Monitor	Mindray	ACUMD RR 7		83-00038716	Clinic		10/2023	Active	12 Months
71847	Scale, Adult	Global	244203			Clinic		10/2023	Active	12 Months
72352	Pump, IV	ICU Medical	PLUM 360** Infuser		44429977	Clinic	Room 1-South Side	10/2023	Active	12 Months
89903	Immunoassay Analyzer	Becton Dickinson	BD VERITOR PLUS		2022260852580	Clinic		10/2023	Active	12 Months

2022 / 2023

# Completed Signatures

## 2023 Biennial Review Signatures

Clinic Administration	Date
Hospital Administration	Date
Provider(s)	Date



## Chief Clinical Officer Report January 2024

### Patient Care

- MRMC Education included:
  1. Wound Vac education for nursing staff completed on 01/09/2024.
  2. CPSI updates and education regarding documentation.
  3. Planning for skills fair in March 2024.
- MRMC Emergency Department reports no patients Left Without Being Seen (LWBS).
- MRMC Laboratory reports 0 contaminated blood culture set(s).
- MRMC Infection Prevention reports 0 CAUTI.
- MRMC Infection Prevention report 0 CLABSI.
- MRMC Infection Prevention reports 0 HAI and 0 MDRO for the month of January.

### Client Service

- Total Patient Days decreased with 251 patient days in January 2024 as compared to 254 patient days in December 2023. This represents an average daily census of 7.2. In addition, MRMC Emergency Department provided care to 175 patients in January 2024.
- MRMC Case Management reports 30 Total Admissions for the month of January 2024.
- January 2024 COVID-19 Stats at MRMC: Swabs (1 PCR & 134 Antigen) with 15 Positive.

Mangum Regional Medical Center												
Monthly Census Comparison												
	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Inpatient	30											
Swing Bed	10											
Observation	3											
Emergency Room	175											
Lab Completed	2377											
Rad Completed	128											
Ventilator Days	0											

### Preserve Rural Jobs and Culture Development

- MRMC filled a fulltime core RN position.
- MRMC has one, PRN CNA position open currently.
- Multiple patients either came in person, called, or sent letters thanking staff for their care. One patient also brought a large amount of bird seed for the bird feeders outside of patient windows.
- BLS, ACLS, and PALS classes scheduled for 02/14/2024.
- February nurses meeting scheduled for 02/13/2024 at 1730.



**Chief Clinical Officer Report  
January 2024**



## Chief Executive Officer Report January 2024

### Operations Overview

- We are finishing up the area for the Strong Minds program. We hope to have it out to the state for approval in February.
- We are working with other organizations to try to increase our outpatient, inpatient, and swing bed census.
- We continue to monitor our patient satisfaction. Per our Press Ganey scores our overall ER score is 74.67%.
- For inpatient our overall score is 100%. This is the highest it has been for the last year. Both data points are from the 4<sup>th</sup> quarter of 2023. As for inpatients, our providers and nurses were at the 99<sup>th</sup> percentile with a box score of 100.
- We started a manager educational series. This is where we as leaders are learning new techniques on management.
- We continue to look for a full-time provider for the clinic.
- We continue to educate our staff and providers of changes regarding documentation and regulations.



# Mangum Board Meeting Financial Reports

## January 31, 2024

	REPORT TITLE
1	Financial Summary (Overview)
2	Cash Receipts - Cash Disbursements - NET
3	Financial Update (page 1)
4	Financial Update (page 2)
5	Stats
6	Balance Sheet Trend
7	Cash Collections Trend
8	Medicare Payables (Receivables)
9	Current Month Income Statement
10	Income Statement Trend
11	RHC YTD Income Statement
12	AP Aging Summary

Mangum Regional Medical Center  
Financial Summary  
January 31, 2024

	Prior Month	Current Month
<b>ADC (Average Daily Census)</b>	<b>8.19</b>	<b>8.03</b>
<b>Payer Mix % (Acute):</b>		
MCR	55.56%	26.37%
MCR Mgd Care	31.75%	12.09%
All Others	12.70%	61.54%
Total	100.00%	100.00%
<b>Payer Mix % (SWB):</b>		
MCR	78.53%	64.56%
MCR Mgd Care	21.47%	35.44%
All Others	0.00%	0.00%
Total	100.00%	100.00%
Operating margin	(225,342)	(180,192)
NPR (Net Patient Revenue)	1,173,539	1,220,829
Operating Expenses	1,447,901	1,440,927
NPR % of Oper Exp	<b>81.1%</b>	<b>84.7%</b>
Patient Days	254	249
Oper Exp / PPD	\$ 5,700	\$ 5,787
# of Months	<b>1</b>	<b>1</b>
Cash Receipts (rnd)	<b>929,990</b>	<b>1,187,504</b>
Cash as a % of NPR (s/b 100% min)	<b>79.2%</b>	<b>97.3%</b>
Calendar Days	<b>31</b>	<b>31</b>
Operating Exp / Day	\$ 46,706	\$ 46,482
Cash - (including restricted)	<b>892,487</b>	<b>928,483</b>
Days Cash-On-Hand	<b>19.1</b>	<b>20.0</b>
MCR Rec (Pay) - "as stated - but to be adjusted"	(2,218,453)	(1,786,019)
AP & Accrued Liab	<b>13,769,120</b>	<b>14,010,674</b>
Accounts Receivable (at net)	<b>1,410,015</b>	<b>667,867</b>
Per AP aging schedule (incl. accruals)	<b>Dec-23</b>	<b>Jan-24</b>
Account Payable - Cohesive	11,279,970	11,203,840
Account Payable - Other	<b>1,596,426</b>	<b>1,914,111</b>
Total	12,876,396	13,117,951
Cohesive Loan	<b>5,272,849</b>	<b>5,241,832</b>

Mangum Regional Medical Center  
Cash Receipts - Cash Disbursements Summary  
January 2024

	Current Month	COVID	Total Less COVID
Cash Receipts	\$ 1,187,504	\$ -	\$ 1,187,504
Cash Disbursements	\$ (1,150,522)	\$ -	\$ (1,150,522)
NET	<u>\$ 36,982</u>	<u>\$ -</u>	<u>\$ 36,982</u>



February 27, 2024

**Board of Directors**  
**Mangum Regional Medical Center**

January 2024 Financial Statement Overview

- Statistics
  - The average daily census (ADC) for January 2024 was **8.03** – (PY fiscal year end of **11.32**).
  - Acute payer mix was approximately **38%** MCR/MCR Managed Care combined & quite lower than the **78%** for the prior fiscal year end.
  - Swing Bed payer mix was **65%** MCR & **35%** MCR Managed Care. For the prior year end those percentages were **90% & 10%**, respectively.
  
- Balance Sheet Highlights
  - The cash balance as of January 31, 2024, inclusive of both operating & reserves, was **\$928K**. This increase of **\$36K** from December 31, 2023, balance was primarily due to an increase in patient cash receipts.
  - Days cash on hand, inclusive of reserves, was **20.0** based on January expenses.
  - Net AR decreased by **\$742K** from December.
  - Payments of approximately **\$1.15M** were made on AP (prior 3-month avg was **\$1.3M**).
  - Cash receipts were **\$258K** more than in the previous month (**\$1.2M vs \$930K**).
  - The Medicare principal balance decreased by **\$131K** due to ERS loan payments and a receivable for **\$300k** was booked. The FY17 loan should be paid-in-full in March 2024.



- Income Statement Highlights
  - Net patient revenue for January 2024 was **\$1.22M**, which is approximately an increase of **\$47K** over the prior month.
  - Operating expenses, exclusive of interest & depreciation, were **\$1.39M**.
  - 340B revenue was **\$37K** in January, a decrease of **\$11K** from the prior month.
  
- Clinic (RHC) Income Statement Highlights - actual & projected (includes swing bed rounding):
  - Current month average visits per day = **8.85**
  - Projected operating revenues (YTD) = **\$462K**
  - Projected operating expenses (YTD) = **\$626K**
  - Projected operating loss (YTD) = **-\$164K**

**MANGUM REGIONAL MEDICAL CENTER**

**Admissions, Discharges & Days of Care**

**Fiscal Year 2024**

**12/31/2023**

	<b>January</b>	<b>YTD</b>
<b>Admissions</b>		
Inpatient	19	178
Swingbed	10	137
Observation	3	21
	<u>32</u>	<u>336</u>
<b>Discharges</b>		
Inpatient	20	178
Swingbed	8	132
Observation	3	21
	<u>31</u>	<u>331</u>
<b>Days of Care</b>		
Inpatient-Medicare	24	356
Inpatient-Other	67	274
Swingbed-Medicare	102	3,161
Swingbed-Other	56	340
Observation	4	21
	<u>253</u>	<u>4,152</u>
Calendar days	31	365
ADC - (incl OBS)	8.16	11.38
ADC	8.03	11.32
ER	227	1,677
Outpatient	155	1,832
RHC	177	1,978

**MANGUM REGIONAL MEDICAL CENTER**  
**Comparative Balance Sheet - Unaudited**  
**Fiscal Year 2024**

Item 8.

	<b>January</b>	<b>12/31/23</b>	<b>Variance</b>
Cash And Cash Equivalents	116,294	80,298	35,997
Reserved Funds	812,189	812,189	0
Patient Accounts Receivable, Net	667,867	1,410,015	(742,148)
Due From Medicare	300,000	0	300,000
Inventory	255,138	259,367	(4,229)
Prepays And Other Assets	2,227,816	1,897,615	330,201
Capital Assets, Net	1,829,169	1,859,246	(30,077)
<b>Total Assets</b>	<b>6,208,472</b>	<b>6,318,729</b>	<b>(110,257)</b>
Accounts Payable	13,117,951	12,876,396	241,554
AHSO Related AP	892,724	892,724	0
Due To Medicare	2,086,019	2,218,453	(132,435)
Covid Grant Funds	-	0	0
Due To Cohesive - PPP Loans	-	0	0
Notes Payable - Cohesive	5,241,832	5,272,849	(31,017)
Notes Payable - Other	30,675	38,045	(7,370)
Alliantz Line Of Credit	-	0	0
Leases Payable	271,991	272,789	(798)
<b>Total Liabilities</b>	<b>21,641,190</b>	<b>21,571,256</b>	<b>69,935</b>
Net Assets	(15,432,718)	(15,252,526)	(180,192)
<b>Total Liabilities and Net Assets</b>	<b>6,208,472</b>	<b>6,318,729</b>	<b>(110,257)</b>

**Mangum Regional Medical Center  
Cash Receipts & Disbursements by Month**

2022				2023			2024		
Month	Receipts	Stimulus Funds	Disbursements	Month	Receipts	Disbursements	Month	Receipts	Disbursements
Jan-22	2,163,583		1,435,699	Jan-23	1,290,109	1,664,281	Jan-24	1,187,504	1,150,522
Feb-22	1,344,463	254,626	1,285,377	Feb-23	1,506,708	1,809,690	Feb-24		
Mar-22	789,800		1,756,782	Mar-23	1,915,435	1,109,683	Mar-24		
Apr-22	1,042,122		1,244,741	Apr-23	2,005,665	1,365,533	Apr-24		
May-22	898,311		1,448,564	May-23	1,436,542	2,237,818	May-24		
Jun-22	1,147,564		1,225,070	Jun-23	1,777,525	1,506,459	Jun-24		
Jul-22	892,142		979,914	Jul-23	1,140,141	1,508,702	Jul-24		
Aug-22	890,601		1,035,539	Aug-23	1,600,786	1,352,905	Aug-24		
Sep-22	2,225,347		1,335,451	Sep-23	1,490,569	1,295,680	Sep-24		
Oct-22	1,153,073		1,233,904	Oct-23	1,211,980	1,345,813	Oct-24		
Nov-22	935,865		1,476,384	Nov-23	985,475	1,355,224	Nov-24		
Dec-22	1,746,862		1,073,632	Dec-23	929,990	1,191,570	Dec-24		
	<u>15,229,733</u>	<u>254,626</u>	<u>15,531,057</u>		<u>17,290,925</u>	<u>17,743,359</u>		<u>1,187,504</u>	<u>1,150,522</u>
Subtotal FY 2022	<u><u>15,484,359</u></u>			Subtotal FY 2023	<u><u>17,290,925</u></u>		Subtotal FY 2024	<u><u>1,187,504</u></u>	



**Mangum Regional Medical Center  
Medicare Payables by Year**

	Original Balance	Balance as of 01/31/24	Total Interest Paid as of 01/31/24
2016 C/R Settlement	1,397,906.00	-	205,415.96
2017 Interim Rate Review - 1st	723,483.00	-	149,425.59
2017 Interim Rate Review - 2nd	122,295.00	-	20,332.88
2017 6/30/17-C/R Settlement	1,614,760.00	-	7,053.79
2017 12/31/17-C/R Settlement	(535,974.00)	169,371.88	267,203.74
2017 C/R Settlement Overpayment	3,539,982.21	-	-
2018 C/R Settlement	1,870,870.00	-	241,040.31
2019 Interim Rate Review - 1st	323,765.00	-	5,637.03
2019 Interim Rate Review - 2nd	1,802,867.00	-	277,488.75
2019 C/R Settlement	(967,967.00)	-	-
2020 C/R Settlement	(3,145,438.00)	-	-
<i>FY21 MCR pay (rec) estimate</i>	(1,631,036.00)	-	-
<i>FY22 MCR pay (rec) estimate</i>	(318,445.36)	-	-
2016 C/R Audit - Bad Debt Adj	348,895.00	-	16,927.31
2018 MCR pay (rec) Audit est.	(34,322.00)	-	-
2019 MCR pay (rec) Audit est.	(40,612.00)	-	-
2020 MCR pay (rec) Audit	(74,956.00)	-	-
<i>FY23 (8-month IRR) L4315598</i>	95,225.46	90,639.37	4,586.09
<i>FY23 (8-month IRR) L4315599</i>	1,918,398.00	1,826,007.31	38,303.20
<i>FY23 MCR pay (rec) remaining estimate</i>	-	-	-
<i>FY24 MCR pay (rec) estimate</i>	-	(300,000.00)	-
<b>Total</b>	<b>7,009,696.31</b>	<b>1,786,018.56</b>	<b>1,233,414.64</b>

**Mangum Regional Medical Center**  
**Statement of Revenue and Expense**  
**For The Month and Year To Date Ended January 31, 2024**  
**Unaudited**

Item 8.

MTD					YTD			
Actual	Budget	Variance	% Change		Actual	Budget	Variance	% Change
553,917	260,956	292,961	112%	Inpatient revenue	553,917	260,956	292,961	112%
691,403	1,193,612	(502,209)	-42%	Swing Bed revenue	691,403	1,193,612	(502,209)	-42%
745,496	642,566	102,929	16%	Outpatient revenue	745,496	642,566	102,929	16%
191,359	176,563	14,796	8%	Professional revenue	191,359	176,563	14,796	8%
<u>2,182,175</u>	<u>2,273,698</u>	<u>(91,523)</u>	<u>-4%</u>	Total patient revenue	<u>2,182,175</u>	<u>2,273,698</u>	<u>(91,523)</u>	<u>-4%</u>
1,194,669	811,935	382,734	47%	Contractual adjustments	1,194,669	811,935	382,734	47%
(300,000)		(300,000)	#DIV/0!	Contractual adjustments: MCR Settlement	(300,000)		(300,000)	#DIV/0!
66,677	82,594	(15,917)	-19%	Bad debts	66,677	82,594	(15,917)	-19%
<u>961,346</u>	<u>894,529</u>	<u>66,817</u>	<u>7%</u>	Total deductions from revenue	<u>961,346</u>	<u>894,529</u>	<u>66,817</u>	<u>7%</u>
1,220,829	1,379,169	(158,340)	-11%	Net patient revenue	1,220,829	1,379,169	(158,340)	-11%
2,507	3,098	(591)	-19%	Other operating revenue	2,507	3,098	(591)	-19%
37,399	12,607	24,792	197%	340B REVENUES	37,399	12,607	24,792	197%
<u>1,260,735</u>	<u>1,394,874</u>	<u>(134,139)</u>	<u>-10%</u>	Total operating revenue	<u>1,260,735</u>	<u>1,394,874</u>	<u>(134,139)</u>	<u>-10%</u>
				Expenses				
411,278	393,394	17,884	5%	Salaries and benefits	411,278	393,394	17,884	5%
158,386	143,994	14,392	10%	Professional Fees	158,386	143,994	14,392	10%
298,317	368,478	(70,161)	-19%	Contract labor	298,317	368,478	(70,161)	-19%
91,358	141,523	(50,165)	-35%	Purchased/Contract services	91,358	141,523	(50,165)	-35%
225,000	225,000	-	0%	Management expense	225,000	225,000	-	0%
88,273	97,944	(9,671)	-10%	Supplies expense	88,273	97,944	(9,671)	-10%
33,505	30,300	3,205	11%	Rental expense	33,505	30,300	3,205	11%
25,813	18,358	7,455	41%	Utilities	25,813	18,358	7,455	41%
-	1,085	(1,085)	-100%	Travel & Meals	-	1,085	(1,085)	-100%
12,246	12,130	115	1%	Repairs and Maintenance	12,246	12,130	115	1%
12,672	11,415	1,257	11%	Insurance expense	12,672	11,415	1,257	11%
10,525	8,187	2,338	29%	Other Expense	10,525	8,187	2,338	29%
21,375	20,773	602	3%	340B EXPENSES	21,375	20,773	602	3%
<u>1,388,748</u>	<u>1,472,581</u>	<u>(83,833)</u>	<u>-6%</u>	Total expense	<u>1,388,748</u>	<u>1,472,581</u>	<u>(83,833)</u>	<u>-6%</u>
<u>(128,013)</u>	<u>(77,707)</u>	<u>(50,306)</u>	<u>65%</u>	EBIDA	<u>(128,013)</u>	<u>(77,707)</u>	<u>(50,306)</u>	<u>65%</u>
<u>-10.2%</u>	<u>-5.6%</u>	<u>-4.58%</u>		EBIDA as percent of net revenue	<u>-10.2%</u>	<u>-5.6%</u>	<u>-4.58%</u>	
22,090	29,916	(7,826)	-26%	Interest	22,090	29,916	(7,826)	-26%
30,089	49,698	(19,609)	-39%	Depreciation	30,089	49,698	(19,609)	-39%
<u>(180,192)</u>	<u>(157,321)</u>	<u>(22,871)</u>	<u>15%</u>	Operating margin	<u>(180,192)</u>	<u>(157,321)</u>	<u>(22,871)</u>	<u>15%</u>
-	-	-		Other	-	-	-	
-	-	-		Total other nonoperating income	-	-	-	
<u>(180,192)</u>	<u>(157,321)</u>	<u>(22,871)</u>	<u>15%</u>	Excess (Deficiency) of Revenue Over Expenses	<u>(180,192)</u>	<u>(157,321)</u>	<u>(22,871)</u>	<u>15%</u>
<u>-14.29%</u>	<u>-11.28%</u>	<u>-3.01%</u>		Operating Margin %	<u>-14.29%</u>	<u>-11.28%</u>	<u>-3.01%</u>	

**MANGUM REGIONAL MEDICAL CENTER**  
**Statement of Revenue and Expense Trend - Unaudited**  
**Fiscal Year 2024**

Item 8.

	January	February	March	April	May	June	July	August	September	October	November	December	YTD
Inpatient revenue	553,917												553,917
Swing Bed revenue	691,403												691,403
Outpatient revenue	745,496												745,496
Professional revenue	191,359												191,359
<b>Total patient revenue</b>	<b>2,182,175</b>	-	-	-	-	-	-	-	-	-	-	-	<b>2,182,175</b>
Contractual adjustments	1,194,669												1,194,669
Contractual adjustments: MCR Settlement	(300,000)												(300,000)
Bad debts	66,677												66,677
<b>Total deductions from revenue</b>	<b>961,346</b>	-	-	-	-	-	-	-	-	-	-	-	<b>961,346</b>
Net patient revenue	1,220,829	0	0	0	0	0	0	0	0	0	0	0	1,220,829
Other operating revenue	2,507												2,507
340B REVENUES	37,399												37,399
<b>Total operating revenue</b>	<b>1,260,735</b>	0	0	0	0	0	0	0	0	0	0	0	<b>1,260,735</b>
	84.7%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	84.7%
<b>Expenses</b>													
Salaries and benefits	411,278												411,278
Professional Fees	158,386												158,386
Contract labor	298,317												298,317
Purchased/Contract services	91,358												91,358
Management expense	225,000												225,000
Supplies expense	88,273												88,273
Rental expense	33,505												33,505
Utilities	25,813												25,813
Travel & Meals	-												0
Repairs and Maintenance	12,246												12,246
Insurance expense	12,672												12,672
Other	10,525												10,525
340B EXPENSES	21,375												21,375
<b>Total expense</b>	<b>1,388,748</b>	-	-	-	-	-	-	-	-	-	-	-	<b>1,388,748</b>
<b>EBIDA</b>	<b>\$ (128,013)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (128,013)</b>
EBIDA as percent of net revenue	-10.2%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-10.2%
Interest	22,090												22,090
Depreciation	30,089												30,089
<b>Operating margin</b>	<b>\$ (180,192)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (180,192)</b>
Other	-												-
<b>Total other nonoperating income</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenue Over Expenses</b>	<b>(180,192)</b>	0	0	0	0	0	0	0	0	0	0	0	<b>(180,192)</b>
Operating Margin % (excluding other misc. rev)	-14.29%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-14.29%

	1/31/2024
On-Site Visits -->	158
On-Site Visit / Bus Day -->	7.18

	"Annualized"
On-Site Visits -->	1,896
On-Site Visit / Bus Day -->	7.32

**Mangum Family Clinic**

One Month Ended 01/31/2024

Description	YTD FS Per General Ledger	Eliminate Rev Deduct & Other Inc	Adj Rev Deduct to RHC Calc	Cost Report Allocations	1	FY 2024
					RHC Financial Statements	"Annualized" RHC Financial Statements
Gross Patient Revenue	20,457	-	-	-	20,457	245,488
Less: Revenue deductions	20,809	(20,809)	18,041	-	18,041	216,492
Net Patient Revenue	41,267	(20,809)	18,041	-	38,498	461,980
Other Income (if any)	217	(217)	-	-	-	-
Operating revenue	41,484	(21,026)	18,041	-	38,498	461,980
<b>Operating Expenses:</b>						
Salaries	9,878	-	-	-	9,878	118,530
Benefits	-	-	-	-	-	-
Prof Fees	750	-	-	3,460	4,210	50,520
Contract Labor	-	-	-	-	-	-
Purch Serv	4,285	-	-	-	4,285	51,419
Supplies	345	-	-	-	345	4,135
Rent	2,418	-	-	-	2,418	29,016
Utilities	764	-	-	-	764	9,173
Repairs	-	-	-	-	-	-
Other	82	-	-	-	82	985
Insurance	216	-	-	-	216	2,588
Travels & Meals	-	-	-	-	-	-
Management Fee Direct Exp	-	-	-	11,540	11,540	138,480
Critical Access Hospital Overhead Allocation (a)	-	-	-	18,411	18,411	220,932
Total Operating Expenses	18,737	-	-	33,411	52,148	625,778
<b>Net Income (loss)</b>	<b>22,747</b>	<b>(21,026)</b>	<b>18,041</b>	<b>(33,411)</b>	<b>(13,650)</b>	<b>(163,798)</b>

MGMT Fee Allocation est. 2023	1 months	11,540
IP Rounding allocation based on 8/31/22 IRR estimate	8 months	27,681
CAH Overhead Allocation - from Chris based on last filed cost report ----->	12 months	220,936
Total allocation ----->		260,157

Mangum RHC Reimbursement Analysis

4

(a) Will experience increased volumes from swing-bed rounding in FY2023

7.9

8.85

One Month Ended 01/31/2024

Payer	VOLUMES: Current Month			
	Clinic (On-Site)	Telehealth	Swing-Bed (a)	TOTAL
MCR	34		4	38
MCR Managed Care	8		15	23
Medicaid	61			61
BCBS	17			17
Commercial	32			32
Self-Pay	6			6
Other	-			-
	158	-	19	177

Payer	VOLUMES: Year-To-Date 01-31-24			
	Clinic (On-Site)	Telehealth	Swing-Bed (a)	TOTAL
MCR	34		4	38
MCR Managed Care	8		15	23
Medicaid	61			61
BCBS	17			17
Commercial	32			32
Self-Pay	6			6
Other	-			-
	158	-	19	177

	Projected Reimbursement Rate			
MCR	\$ 282.65	\$ -	\$ 282.65	
MCR Managed Care	\$ 282.65	\$ -	\$ 282.65	338.62
Medicaid	\$ 282.65	\$ -	\$ 282.65	
BCBS	\$ 73.00	\$ -	\$ -	51.51
Commercial	\$ 73.00	\$ -	\$ -	72.45
Self-Pay	\$ 73.00	\$ -	\$ -	11.93
Other	\$ 73.00	\$ -	\$ -	135.7

	Projected Reimbursement			
	9,610	-	1,131	10,741
	2,261	-	4,240	6,501
	17,242	-	-	17,242
	1,241	-	-	1,241
	2,336	-	-	2,336
	438	-	-	438
	-	-	-	-
	\$ 33,128	\$ -	\$ 5,370	\$ 38,498

Clinic (On-Site)	# of Accounts at + or - \$5 balance	Total Cash Received	Average Payment per Visit
MCR			<-- use RHC rate
MCR Managed Care			<-- use RHC rate
Medicaid			<-- use RHC rate
BCBS			#DIV/0!
Commercial			#DIV/0!
Self-Pay			#DIV/0!
Other			#DIV/0!

Telehealth	# of Accounts at + or - \$5 balance	Total Cash Received	Average Payment per Visit
MCR			
MCR Managed Care			
Medicaid			
BCBS			#DIV/0!
Commercial			#DIV/0!
Self-Pay			#DIV/0!
Other			#DIV/0!

	Latest filed cost report:		FY24 Proj	
Cost	\$ 52,148		\$ 625,778	
Visits	177	12	2,124	<-- excl Telehealth.
MCR rate	\$ 294.62		\$ 294.62	

Jan 22 Rate Letter \$ 338.62

12/19/23 New Rate per (2024) \$ 282.65

VENDOR NAME	DESCRIPTION	0-30 Days	31-60 Days	61-90 Days	OVER 90 Days	1/31/2024	12/31/2023	11/30/2023	10/31/2023
ALCO SALES & SERVICE CO	Patient Supplies	-	-	-	-	-	-	-	299.80
AMERICAN HEART ASSOCIATION INC	Supplies	-	-	-	-	-	-	-	-
AMERICAN PROFICIENCY INSTITUTE	Lab Supplies	-	-	-	-	-	-	-	-
ANESTHESIA SERVICE INC	Patient Supplies	-	-	-	-	-	-	1,050.00	-
APEX MEDICAL GAS SYSTEMS, INC	Supplies	-	-	-	-	-	-	-	-
ARAMARK	Linen Services	-	-	-	-	-	3,012.95	18,077.70	15,064.75
ASPEN INSPECTION SERVICES	Repairs/maintenance	-	-	-	-	-	-	-	-
AT&T	Fax Service	-	-	-	-	-	-	-	-
AVANAN, INC.	COVID Capital	-	-	-	16,800.00	16,800.00	16,800.00	16,800.00	16,800.00
BARRY DAVENPORT	1099 Provider	-	-	-	-	-	-	-	-
BIO-RAD LABORATORIES INC	Lab Supplies	-	-	-	-	-	-	1,396.32	1,568.45
BRIGGS HEALTHCARE	Supplies	-	-	-	-	-	-	-	-
CARNEGIE EMS	Patient Transport Svs	-	-	-	-	-	4,740.00	4,740.00	4,740.00
CARNEGIE TRI-COUNTY MUN. HOSP	Pharmacy Supplies	-	-	-	-	-	-	-	-
CDW-G LLC	Supplies	-	-	-	3,059.84	3,059.84	3,059.84	3,059.84	3,059.84
CITY OF MANGUM	Utilities	-	-	-	-	-	-	-	-
CliftonLarsonAllen LLP	Audit firm	-	-	-	-	-	-	5,512.50	-
COHESIVE HEALTHCARE MGMT	Mgmt Fees	225,315.00	382.50	226,282.50	1,447,494.64	1,899,474.64	1,679,110.19	1,473,760.38	1,347,477.88
COHESIVE HEALTHCARE RESOURCES	Payroll	11,059.55	645,740.38	447,967.42	4,165,874.79	5,270,642.14	5,572,768.99	5,274,460.02	4,790,954.17
COHESIVE MEDIRYDE LLC	Patient Transportation Service	-	-	-	-	-	-	-	-
COHESIVE STAFFING SOLUTIONS	Agency Staffing Service	268,274.42	254,528.56	299,572.43	3,211,347.79	4,033,723.20	4,028,090.53	4,146,429.55	4,148,926.00
COMMERCIAL MEDICAL ELECTRONICS	Quarterly Maintenance	-	-	-	-	-	2,450.00	2,450.00	-
CORRY KENDALL, ATTORNEY AT LAW	Legal Fees	2,000.00	2,000.00	2,000.00	13,980.95	19,980.95	21,980.95	23,980.95	19,980.95
CPSI	EHR Software	-	-	-	-	-	-	-	-
CURBELL MEDICAL PRODUCTS INC	Supplies	-	-	-	-	-	-	-	-
DELL FINANCIAL SERVICES LLC	Server Lease	-	-	-	-	-	-	-	-
DIAGNOSTIC IMAGING ASSOCIATES	Radiology Purch Svs	-	-	-	-	-	-	2,150.00	2,150.00
DOERNER SAUNDERS DANIEL ANDERS	Legal Fees	-	1,386.00	258.00	356,914.16	358,558.16	358,558.16	356,914.16	356,914.16
DR W. GREGORY MORGAN III	1099 Provider	-	-	-	-	-	-	-	-
DYNAMIC ACCESS	Vascular Consultant	-	-	-	-	-	1,000.00	1,125.00	-
eCLINICAL WORKS, LLC	RHC EHR	-	-	-	-	-	6,000.00	6,000.00	6,000.00
EMD MILLIPORE CORPORATION	Lab Supplies	-	-	-	-	-	-	-	-
F1 INFORMATION TECHNOLOGIES IN	IT Support Services	-	-	-	-	-	-	2,928.00	-
FEDEX	Shipping	-	-	-	-	-	-	-	-
FFF ENTERPRISES INC	Pharmacy Supplies	-	-	-	-	-	-	592.56	-
FIRSTCARE MEDICAL SERVICES, PC	1099 Provider	-	-	-	-	-	-	-	-
FORVIS LLP	Finance Purch Svs(Formerly BKD)	-	-	-	-	-	-	6,642.00	6,642.00
FOX BUILDING SUPPLY	Repairs/maintenance	-	-	-	(151.19)	(151.19)	(151.19)	(151.19)	(151.19)
GEORGE BROS TERMITE & PEST CON	Pest Control Service	-	-	-	-	-	-	160.00	-
GLOBAL EQUIPMENT COMPANY INC.	Patient Supplies	-	-	-	-	-	1,518.74	-	-
GRAINGER	Maintenance Supplies	113.79	-	-	-	113.79	551.73	160.81	273.73
GREER COUNTY CHAMBER OF	Advertising	-	-	-	-	-	-	-	-
GREER COUNTY TREASURER	Insurance	-	-	-	5,650.00	5,650.00	5,650.00	11,300.00	-
HAC INC	Dietary Supplies	-	-	-	-	-	22.23	345.68	-
HEALTH CARE LOGISTICS	Pharmacy Supplies	-	-	-	-	-	-	-	100.38
HEARTLAND PATHOLOGY CONSULTANT	Lab Consultant	-	-	-	-	-	-	-	-
HENRY SCHEIN	Lab Supplies	-	-	-	-	-	-	-	-
HEWLETT-PACKARD FINANCIAL SERV	Computer Services	307.10	-	-	-	307.10	614.20	-	-
HILL-ROM COMPANY, INC	Rental Equipment	-	-	-	-	-	-	-	-
HOBART SERVICE	Repairs/maintenance	-	-	-	-	-	-	2,060.38	-
ICU MEDICAL SALES INC.	Supplies	-	-	-	-	-	-	-	-
HSI	Materials Purch svs	-	-	-	-	-	-	-	-
IMPERIAL, LLC.-LAWTON	Dietary Purchased Service	-	-	-	-	-	-	-	-

VENDOR NAME	DESCRIPTION	0-30 Days	31-60 Days	61-90 Days	OVER 90 Days	1/31/2024	12/31/2023	11/30/2023	10/31/2023
INQUISEK LLC	RHC purch svcs	-	-	-	225.00	225.00	225.00	225.00	225.00
INSIGHT DIRECT USA INC.	IT Minor Equipment	-	-	-	-	-	-	1,007.36	1,007.36
JANUS SUPPLY CO	Housekeeping Supplies, based in Altus	-	-	-	-	-	-	-	-
JIMALL & KANISHA' LOFTIS	Rent House	-	-	-	-	-	-	-	-
KCI USA	Rental Equipment	-	-	-	-	-	-	-	-
KING GUIDE PUBLICATIONS INC	Advertising	-	-	-	-	-	-	-	-
LABCORP	Lab purch svcs	-	-	-	-	-	-	-	-
LAMPTON WELDING SUPPLY	Patient Supplies	-	-	-	-	-	-	-	-
LANGUAGE LINE SERVICES INC	Translation service	-	-	-	-	-	135.00	135.00	-
LOCKE SUPPLY	Plant Ops supplies	-	-	-	-	-	-	59.36	663.80
MANGUM STAR NEWS	Advertising	-	-	-	-	-	244.50	-	-
MARK CHAPMAN	Employee Reimbursement	-	-	-	-	-	-	-	-
MCKESSON / PSS - DALLAS	Patient Care/Lab Supplies	771.17	-	-	-	771.17	4,911.97	-	-
MEDLINE INDUSTRIES	Patient Care/Lab Supplies	-	-	-	-	-	8,430.85	(32.98)	-
MYHEALTH ACCESS NETWORK, INC	Compliance purch svcs	-	-	-	-	-	-	-	-
NATIONAL RECALL ALERT CENTER	Safety and Compliance	-	-	-	-	-	-	-	-
NEXTIVA, INC.	Phone Svcs	-	2,544.98	-	-	2,544.98	3,707.22	-	-
NUANCE COMMUNICATIONS INC	RHC purch svcs	-	-	-	-	-	-	-	-
OFMQ	Quality purch svcs	-	-	-	-	-	350.00	350.00	-
OHERI	Education/Training	-	-	-	-	-	-	-	-
OKLAHOMA BLOOD INSTITUTE	Blood Bank	-	-	-	-	-	7,618.30	-	6,475.90
OPTUM	Pharmacy Supplies	-	-	-	-	-	104.95	-	114.95
ORTHO-CLINICAL DIAGNOSTICS INC	Lab purch svcs	-	-	-	-	-	1,203.96	1,203.96	1,203.96
PARA REV LOCKBOX	CDM purch svcs	-	-	-	-	-	-	-	-
PHARMA FORCE GROUP LLC	340B purch svcs	-	-	-	-	-	-	-	-
PHARMACY CONSULTANTS, INC.	PHARMACY CONSULTANTS, INC.	-	-	-	-	-	-	-	-
PHILADELPHIA INSURANCE COMPANY	OHA Insurance	-	-	-	-	-	-	-	-
PHILIPS HEALTHCARE	Supplies	-	-	-	-	-	-	-	-
PIPETTE COM	Lab maintenance	-	-	-	-	-	-	-	-
PITNEY BOWES GLOBAL FINANCIAL	Postage rental	-	-	-	-	-	-	-	-
PORT53 TECHNOLOGIES, INC.	Software license	-	-	-	-	-	-	-	-
PRESS GANEY ASSOCIATES, INC	Purchased Service	-	-	-	-	-	738.48	-	738.48
PUCKETT DISCOUNT PHARMACY	Pharmacy Supplies	-	-	-	-	-	-	-	-
PURCHASE POWER	Postage Fees	-	-	-	-	-	-	-	-
RADIATION CONSULTANTS	Radiology maintenance	-	-	-	-	-	-	-	-
RESPIRATORY MAINTENANCE INC	Repairs/maintenance	-	-	-	-	-	-	-	-
REYES ELECTRIC LLC	COVID Capital	-	-	-	-	-	20,000.00	25,000.00	25,000.00
RUSSELL ELECTRIC & SECURITY	Repair and Maintenance	-	-	-	-	-	-	-	-
SBM MOBILE PRACTICE, INC	1099 Provider	-	-	-	-	-	-	-	-
SCHAPEN LLC	Clinic Rent	-	-	-	-	-	-	-	-
SECURITY CHECK	Security	-	-	-	-	-	-	280.00	-
SHERWIN-WILLIAMS	Supplies	-	-	-	(11.78)	(11.78)	(11.78)	(11.78)	(11.78)
SHRED-IT USA LLC	Secure Doc disposal service	-	-	-	-	-	-	-	2,544.75
SIEMENS HEALTHCARE DIAGNOSTICS	Service Contract	-	-	-	-	-	-	3,912.29	-
SIZEWISE	Rental Equipment	-	-	-	-	-	-	2,473.50	2,473.50
SMAART MEDICAL SYSTEMS INC	Radiology interface/Radiologist provider	-	-	-	-	-	-	-	-
SOMSS LLC	1099 Provider	-	-	-	-	-	-	-	-
SPACELABS HEALTHCARE LLC	Telemetry Supplies	-	-	-	-	-	-	1,566.30	-
SPARKLIGHT BUSINESS	Cable service	-	-	-	-	-	-	-	445.94
STANDLEY SYSTEMS LLC	Printer lease	-	-	-	-	-	2,175.57	-	-
STAPLES ADVANTAGE	Office Supplies	-	-	-	-	-	257.36	-	-
STERICYCLE INC	Waste Disposal Service	-	-	-	-	-	-	1,335.19	-
STRYKER INSTRUMENTS	Patient Supplies	-	-	-	-	-	-	-	-

VENDOR NAME	DESCRIPTION	0-30 Days	31-60 Days	61-90 Days	OVER 90 Days	1/31/2024	12/31/2023	11/30/2023	10/31/2023
SUMMIT UTILITIES	Utilities	-	-	-	-	-	-	-	-
TECUMSEH OXYGEN & MEDICAL SUPP	Patient Supplies	-	-	-	-	-	-	-	-
TIGER ATHLETIC BOOSTERS	Advertising	-	-	-	-	-	-	-	-
TOUCHPOINT MEDICAL, INC	Med Dispense Monitor Support	-	-	-	3,285.00	3,285.00	3,285.00	3,285.00	3,285.00
TRIOSE INC	Freight	-	-	-	-	-	-	56.11	-
TRS MANAGED SERVICES	Agency Staffing-old	-	-	-	31,495.26	31,495.26	46,203.53	55,383.73	63,463.18
ULINE	Patient Supplies	-	-	-	-	-	-	-	-
ULTRA-CHEM INC	Housekeeping Supplies	-	-	-	-	-	-	-	-
US FOODSERVICE-OKLAHOMA CITY	Food and supplies	-	-	-	-	-	-	-	-
US MED-EQUIP LLC	Swing bed eq rental	-	-	-	-	-	964.51	-	-
VITAL SYSTEMS OF OKLAHOMA, INC	Swing bed purch service	-	-	-	7,255.00	7,255.00	7,255.00	7,255.00	7,255.00
WELCH ALLYN, INC.	Supplies	-	-	-	-	-	-	-	-
WORTH HYDROCHEM	semi-annual water treatment	-	-	-	-	-	482.00	482.00	482.00
<b>Grand Total</b>		<b>507,841.03</b>	<b>906,582.42</b>	<b>976,080.35</b>	<b>9,263,219.46</b>	<b>11,653,723.26</b>	<b>11,814,058.74</b>	<b>11,465,909.70</b>	<b>10,836,167.96</b>
			<b>Reconciling Items:</b>		Conversion Variance	13,340.32	13,340.32	13,340.32	13,340.32
					AP Control	13,279,936.59	13,355,032.85	12,944,811.83	12,748,174.36
					Accrued AP	730,737.67	414,086.98	592,194.01	719,663.51
					AHSO Related AP	(892,723.76)	(892,723.76)	(892,723.76)	(892,723.76)
<b>AHSO Related AP</b>	<b>Description</b>	<b>1/31/2024</b>			<b>TOTAL AP</b>	<b>13,117,950.50</b>	<b>12,876,396.07</b>	<b>12,644,282.08</b>	<b>12,575,114.11</b>
ADP INC	QMI Payroll Service Provider	4,276.42				13,117,950.50			
ADP SCREENING AND SELECTION	QMI Payroll Service Provider	1,120.00				-			
ALLIANCE HEALTH SOUTHWEST OKLA	Old Mgmt Fees	698,000.00							
AMERICAN HEALTH TECH	Rental Equipment-Old	22,025.36							
C.R. BARD INC.	Surgery Supplies-Old	3,338.95							
COMPLIANCE CONSULTANTS	Lab Consultant-Old	1,000.00							
ELISE ALDUINO	1099 AHSO consultant	12,000.00							
HEADRICK OUTDOOR MEDIA INC	AHSO Advertising	25,650.00							
HERC RENTALS-DO NOT USE	Old Rental Service	7,653.03							
IMEDICAL INC	Surgery Supplies-Old	1,008.29							
MEDSURG CONSULTING LLC	Equipment Rental Agreement	98,670.36							
MICROSURGICAL MST	Surgery Supplies-Old	2,233.80							
MID-AMERICA SURGICAL SYSTEMS	Surgery Supplies-Old	3,607.60							
NINJA RMM	IT Service-Old	2,625.00							
QUARTZ MOUNTAIN RESORT	Alliance Travel	9,514.95							
<b>SUBTOTAL-AHSO Related AP</b>		<b>892,723.76</b>							



**Hospital Vendor Contract Summary Sheet**

1.     Existing Vendor                       New Vendor
2.    **Name of Contract:** Memorandum of Understanding
3.    **Contract Parties:** MRMC/Oklahoma Department of Mental Health and Substance Abuse Services
4.    **Contract Type Services:** MOU
5.    **Impacted Hospital Departments:** Hospital Pharmacy
6.    **Contract Summary:** To provide access to overdose reversal kits for distribution to persons of risk.
7.    **Cost:** None
8.    **Prior Cost:** None
9.    **Term:** The term of the Agreement shall remain in effect for 1 year from date of agreement and as funding allows.
- 10.
11.    **Termination Clause:** None
12.    **Other:**

**MEMORANDUM OF UNDERSTANDING  
Between Mangum Regional Medical Center and  
The Oklahoma Department of Mental Health and Substance Abuse Services**

**AGREEMENT TO PROVIDE OVERDOSE EDUCATION & NALOXONE DISTRIBUTION TRAINING & OVERDOSE  
REVERSAL KITS**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ (Month), \_\_\_\_\_ (Year), by the **Mangum Regional Medical Center** (hereinafter referred to as “MHMC”) and the Oklahoma Department of Mental Health and Substance Abuse Services (hereinafter referred to as “ODMHSAS”) and will remain in effect for up to 1 year from this date as funding allows. This agreement may be terminated by either party by providing at least 30 days written notice.

**Purpose and Objectives of Agreement/Project**

This Agreement reflects the understanding of MHMC and ODMHSAS regarding the ODMHSAS’s sponsorship of an overdose education and naloxone distribution (OEND) training course for MHMC and provision of overdose reversal kits. This Agreement will:

- Build a working relationship between the organizations with a common goal of reducing the number of opioid overdose injuries and deaths.
- Provide MHMC access to overdose reversal kits for distribution to persons at risk of witnessing or experiencing opioid overdose.
- Provide MHMC training in OEND.
- Provide MHMC appropriate forms for documenting the utilization of any other harm reduction tools provided by the ODMHSAS.

**Responsibilities of ODMHSAS**

- 1.) Sponsor and conduct OEND training courses as mutually agreed for MHMC staff.
- 2.) Provide all necessary equipment and materials for trainings.
- 3.) Provide MHMC appropriate access to data collection systems for documenting staff training and the distribution of each overdose reversal kit and/or other harm reductions tools; and technical assistance with integrating the service into the electronic medical record and billing systems for sustainability.
- 4.) Aid in the development of an overdose risk assessment and kit distribution workflow and provide naloxone for distribution to people at risk of experiencing or witnessing an overdose as determined by brief screening and/or known overdose injury.

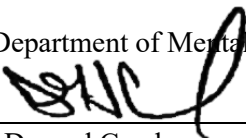
**Responsibilities of MRMC**

- 1.) Properly train all identified personnel for the distribution of overdose reversal kits.
- 2.) Document the training of personnel and report into the ODMHSAS data collection system.
- 3.) Develop and adopt a workflow or policy for risk assessment, overdose education, and naloxone kit distribution for people at risk of experiencing or witnessing overdose.
- 4.) Distribute overdose reversal kits for their intended purposes.
- 5.) Document the distribution of each overdose reversal kit using the data collection system provided by the ODMHSAS; develop method to document services in electronic medical record and billing system for sustainability.
- 6.) Document the utilization/distribution of additional harm reduction tools using forms provided by the ODMHSAS and remit completed forms to the ODMHSAS for managing data.
- 7.) Return all undistributed overdose reversal kits upon termination or expiration of this agreement to ODMHSAS.
- 8.) Identify methods to coordinate the project in accordance with all relevant laws/rules and sustain the project in the event the ODMHSAS is unable to renew the agreement.

**Contact Personnel**

- The ODMHSAS liaison for this Agreement is Gary Shepherd, (405) 985-9796, gary.shepherd@odmhsas.org
- The MHMC liaison for this Agreement is Kelley Martinez, (580) 782-3353, kmartinez@chmcok.com

Oklahoma Department of Mental Health and Substance Abuse Services

Signature:  \_\_\_\_\_ Date: \_\_\_\_\_ 11/21/2023 \_\_\_\_\_

Title: Durand Crosby  
Senior Deputy Commissioner

Mangum Regional Medical Center

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

### Hospital Vendor Contract Summary Sheet

1.  Existing Vendor                       New Vendor
2. **Name of Contract:** LifeShare
3. **Contract Parties:** MRMC/LifeShare
4. **Contract Type Services:** Service Agreement
5. **Impacted Hospital Departments:** Hospital Patient Care
6. **Contract Summary:** Provides an agreement with an Organ Procurement Organization that is required by CMS regulations. Within this agreement definitions are present. This agreement facilitates organ transplantation. It also defines the responsibilities of each organization.
7. **Cost:** No Cost
8. **Prior Cost:** None
9. **Term:** until 12/31/2027
10. **Termination Clause:**
11. **Other:**



4705 NW Expressway • Oklahoma City, OK 73132

405.840.5551 • Fax 405.840.9748

[LifeShareNetwork.org](http://LifeShareNetwork.org)

December 27, 2023

Kelley Martinez  
Hospital Administrator  
Mangum Regional Medical Center  
1 Wickersham Drive  
Mangum, OK 73554

**Re: New Organ and Tissue Donor Agreements**

Dear Sir or Madam,

I hope that this email finds you well. My thanks to you, on behalf of all of us at LifeShare, for your support of organ and tissue donation in the state of Oklahoma. Thanks to your hospital's collaboration with LifeShare, Oklahoma is among not only the nation's but the world's leaders in lives saved and touched by donation.

The end of the year represents a time for renewal of agreements between your hospital and LifeShare as your CMS-designated organ procurement organization. With this cycle, we are also taking the opportunity to reflect LifeShare's restructuring with the creation of LifeShare Tissue Services and the separation of organ and tissue recovery services into two parallel, collaborative organizations. As a result, you will find attached or enclosed the following:

- An OPO/Donor Hospital agreement between your hospital and LifeShare Transplant Donor Services of Oklahoma which meets all CMS requirements for both of our organizations.
- A tissue recovery agreement between LifeShare Tissue Services, our non-profit tissue recovery organization, and your hospital which again meets all applicable requirements.

Please review, complete contact information, sign and return to my attention at LifeShare. If you have any questions, please reach out to your LifeShare Hospital Liaison, to Kim Gillespie who is LifeShare's Director of Hospital Development and Family Services, or to me.



# LifeShare Network

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[LifeShareNetwork.org](http://LifeShareNetwork.org)

In closing, thank you again for your support. As a result of you and your colleagues throughout the state as well as the generosity of Oklahoma's donor families, LifeShare each year is able to coordinate in excess of 600 lifesaving organ transplants and tissue donations which touch nearly 80,000 lives.

Sincerely,



Jeffrey P. Orlowski  
President and Chief Executive Officer

## ORGAN RECOVERY AGREEMENT

This ORGAN RECOVERY AGREEMENT (this "**Agreement**") is made and entered into effective as of January 1, 2024 (the "**Effective Date**"), between Mangum Regional Medical Center with its principal place of business at 1 Wickersham Drive, Mangum, OK 73554 ("**Hospital**") and LifeShare Transplant Donor Services of Oklahoma, Inc., an Oklahoma not-for-profit 501(c)(3) corporation, with its principal place of business at 4705 NW Expressway, Oklahoma City, Oklahoma 73132-5213, ("**LifeShare**"), with respect to the following circumstances:

**WHEREAS**, LifeShare, being the Organ Procurement Organization ("**OPO**") designated by the Secretary of the Department of Health and Human Services for procurement of transplantable organs in Oklahoma,

**WHEREAS**, Hospital, being required by 42 CFR Part 482.45 (the "**COP**"), to have a written agreement with an OPO to notify the OPO designated by the Secretary of the Department of Health and Human Services or third party designated by LifeShare, in a timely manner, of individuals for whom death is imminent or who have died at Hospital,

**WHEREAS**, Hospital and LifeShare, desiring to facilitate the procurement of organs for transplantation and are committed to maximizing donation from suitable donors,

**NOW THEREFORE**, Hospital and LifeShare do agree as follows:

### Section 1: Definitions

1.1 **Imminent Death**: Imminent Death occurs: a) when a patient is on a ventilator with Glasgow Coma Score ("**GCS**") of five (5) or less and no sedation or paralytics, b) when a brain death test is ordered on a patient, c) immediately prior to decelerating care or withdrawal of support on a ventilator patient, and/or d) when a patient experiences cardiac death.

1.2 **Timely Referral**: A referral by a Hospital is considered timely when made within sixty (60) minutes of determination that a patient meets clinical triggers for imminent death as described in Section 1.1 above.

### Section 2: Responsibilities of Hospital

2.1 Make a timely referral of all patients meeting clinical triggers for imminent death using the toll-free referral number (800) 241-4483;

2.2 Grant to LifeShare the exclusive right to coordinate organ donation for deaths referred during the term of this Agreement;

2.3 Provide initial information to allow LifeShare to screen patients for medical suitability for organ donation;

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2.4 Work collaboratively with LifeShare in assuring all appropriate Hospital staff participate in training provided or approved by LifeShare on organ donation;

2.5 Allow LifeShare to have the responsibility to verify that employees and physicians functioning in roles for the purpose of organ recovery are qualified and have the appropriate licensure and credentialing as defined in paragraph 3.9 below;

2.6 Allow LifeShare to serve as and not interfere with LifeShare in serving as the designated requester for organ donation, recognizing and acknowledging that LifeShare staff are the only personnel trained according to CMS regulation to approach families of medically suitable patients regarding the option of organ donation and that Hospital's staff will not be trained or designated as requestors;

2.7 In cooperation with LifeShare protect the rights of every individual having made an anatomical gift through first person authorization (a right protected by state law: "...in the absence of an express, contrary indication by the donor, a person other than the donor is barred from making, amending, or revoking an anatomical gift of a donor's body or part..." ) by honoring the deceased's first person authorization to donate in every case where said authorization is appropriately documented through a state or national donor registry;

2.8 In cooperation with LifeShare, protect the right of the legal next of kin to make or decline to make an anatomical gift in the absence of a first person authorization to make or decline to make an anatomical gift;

2.9 In keeping with patient or family wishes, require that reasonable efforts be made to maintain physiological support and management of organ viability for a patient who is brain dead or for whom brain-death is considered imminent, to allow evaluation for organ donation;

2.10 Allow LifeShare staff full access (i.e., 24/7/365) to all medical records including the Electronic Medical Record ("EMR") for evaluation of medical suitability and to order any lab tests or diagnostic procedures on patients who are authorized donors;

2.11 Encourage discretion and sensitivity with respect to the circumstances, views and beliefs of the families of potential donors;

2.12 Make medical records of deceased patients available electronically and remotely, when possible, for death record review as required by Centers for Medicare and Medicaid Services ("CMS") and the Organ Procurement and Transplant Network ("OPTN");

2.13 Ensure Hospital has a Donation after Circulatory Death Policy ("DCD") or a transfer policy to a facility that supports DCD, and permit LifeShare to perform evaluations of patients for DCD in collaboration with Hospital healthcare team;

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2.14 Assure that Hospital and nursing service policies for organ donation are current and available to Hospital staff and LifeShare personnel and notify LifeShare of any change in credentials of any Hospital organ recovery surgeon or other recovery personnel from the hospital routinely recovering organs for LifeShare;

2.15 Provide LifeShare access to all Hospital testing services (e.g., laboratory and radiology) and ensure Hospital's operating rooms and anesthesia services are made available 24/7/365 on a priority basis when organ recovery is planned;

2.16 Work cooperatively with, and actively participate in, LifeShare's comprehensive QAPI program related to donor referral/recovery, including facilitating follow-up on occurrences identified and tracked by the LifeShare and Hospital's QAPI programs; and,

2.17 In the event of a natural or man-made disaster in the Hospital's service area, Hospital shall, to the best of its ability under such circumstances, notify LifeShare of Hospital's status and provide LifeShare with continued access to referral sources and appropriate contacts at Hospital.

### **Section 3: Responsibilities of LifeShare**

3.1 In consultation with LifeShare's Medical Director(s) determine medical suitability of potential donors for organ donation;

3.2 Work collaboratively with Hospital by providing programming and resource materials to educate members of Hospital staff regarding organ donation, including DCD donation protocols, and provide orientation training for new Hospital staff, as well as on-going training to current Hospital staff;

3.3 Make available to Hospital the services of appropriately trained LifeShare staff for timely communication and prompt response by LifeShare on a 24/7/365 basis;

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3.4 Ensure that a member of LifeShare staff will be available, with respect for family wishes, to discuss all options for donation of organs with the legal next-of-kin (“**NOK**”) in a sensitive, caring, and informative manner, to answer all questions the NOK may have, and when appropriate assure appropriate documentation of the NOK’s authorization of donation. In cases of first person authorization, ensure that LifeShare’s staff will verify the first person authorization by accessing the appropriate donor registry, will inform the NOK of the donor’s pre-existing authorization for donation, and in a sensitive, caring, and informative manner discuss the process with the NOK, including answering questions the NOK may have;

3.5 Provide, upon request, sample protocols for organ donation including DCD;

3.6 Meet all legal requirements regarding the use and disclosure of confidential patient information (“**HIPAA**”), including adherence to the HI TECH ACT of 2013, which addresses patient data security;

3.7 Following declaration of brain-death, LifeShare staff will oversee medical management of the potential organ donor, coordinate the allocation of organs through the UNOS DonorNet system, and coordinate the retrieval of suitable organs;

3.8 For DCD donation, LifeShare staff, working with the LifeShare Medical Director, shall determine whether the patient has the medical potential to become a candidate for DCD. If the patient is deemed a candidate, LifeShare will present the option of donation to the family, as applicable. Upon obtaining authorization for DCD, LifeShare will notify Hospital staff. Hospital staff and physicians then are responsible for the withdrawal of care, comfort care, and pronouncement of death per hospital policy and with no involvement from LifeShare staff or transplant surgeons. Following asystole, the attending physician or his/her designee, pronounces the patient dead and the organ recovery team enters to coordinate the retrieval of suitable organs;

3.9 Ensure employees and physicians functioning in roles for the purpose of organ recovery are qualified and have the appropriate licensure, competency, and the proper composition and credentials in the recovery teams;

3.10 Ensure organ recovery services are in compliance with all applicable standards, rules and regulations and provide these services with discretion, sensitivity, and respect for the views and beliefs of the families of potential donors;

3.11 Notify Hospital of any LifeShare policy changes that affect recovery, perfusion or transport and provide timely communication and prompt response on a 24x7 basis;

3.12 Provide to Hospital administration a summary of deaths referred to LifeShare’s toll-free referral number, 800-241-4483 and the number of referrals that result in anatomical donation;

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3.13 LifeShare will provide data reports on referral/conversion rate/timeliness of referral/donor activity with trends on a monthly, quarterly, or annual basis with frequency dependent upon volume of referrals (the more referrals, the more frequent the reporting). These reports will include reports/data generated by the LifeShare QAPI process;

3.14 Upon pronouncement of death and authorization for organ donation, LifeShare will assume and pay the donor evaluation, maintenance and surgical recovery costs associated with donor organs based on the Hospital's CMS-determined Cost-to-Charge Ratio ("CCR") and Hospital shall send invoices to LifeShare calculated based on the Hospital's CMS-determined CCR;

3.15 LifeShare will cooperate with Hospital's designated tissue and eye/cornea bank to facilitate tissue and ocular donation;

3.16 LifeShare will cooperate with the Oklahoma State Medical Examiner's Office to assure appropriate release for donation is obtained in cases where medicolegal investigation is to occur;

3.17 If pharmaceuticals are not readily available at Hospital, LifeShare shall provide those necessary for donor support;

3.18 LifeShare will ensure that proper documentation is prepared for the transplant program regarding the recovered organ(s) including blood type and other identifying information; and,

3.19 In the event of a natural or man-made disaster in the Hospital's service area, LifeShare shall, to the best of its abilities under such circumstances, do as follows: i) provide notification to the Hospital of the status of the donor referral and recovery process and ii) provide donor referral services for screening and evaluation; including a) laboratory testing for infectious diseases and HLA, b) donor management as part of continued organ and tissue recovery services, c) adequate protection of potential donor PHI, d) resources for patient triage and care, and e) any other services that LifeShare can provide to serve the community. In the event of a natural or man-made disaster affecting LifeShare's corporate office functions and operations, LifeShare shall communicate with Hospital regarding the procedure LifeShare has adapted to deal with the impact such disaster has had on LifeShare's functions and operations and shall update Hospital as any of such disaster-response procedures are adjusted.

#### **Section 4: Term and Termination**

4.1 This Agreement shall become effective as of the Effective Date set forth above and shall remain in effect until December 31, 2027 (the "**Initial Term**"), unless terminated as provided herein. Either party may terminate this Agreement at the end of the Initial Term by providing written notice of its intent to terminate to the other party within ninety (90) days of the expiration of the Initial Term.

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4.2 Unless either party hereto provides the other party written notice of its intent to terminate this Agreement ninety (90) days prior to expiration of the Initial Term, this Agreement shall automatically renew for an additional three (3) year term (the “**Renewal Term**”).

4.3 If at any time during the Initial Term or Renewal Term of this Agreement LifeShare fails to meet federal requirements as an OPO, Hospital shall have the right to terminate this Agreement at that time.

4.4 If at any time during the Initial Term or Renewal Term of this Agreement Hospital loses its state license or is debarred as an eligible provider under any Federal Healthcare Program, LifeShare shall have the right to terminate this Agreement at that time.

#### **Section 5: Indemnify and Hold Harmless**

5.1 Hospital agrees to defend, hold harmless, and indemnify LifeShare, its directors, officers, employees, or agents against any legal liability with respect to bodily injury, death, and property damage arising from the negligence of Hospital, its directors, officers, employees, or agents during Hospital’s performance of its responsibilities under this Agreement.

5.2 LifeShare agrees to defend, hold harmless, and indemnify Hospital, its directors, officers, employees or agents against any legal liability in respect to bodily injury, death, and property damage arising from the negligence of LifeShare, its directors, officers, or employees or agents during LifeShare’s performance of its responsibilities under this Agreement.

#### **Section 6: Insurance**

6.1 LifeShare and Hospital shall maintain malpractice and general liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate throughout the term of this Agreement. Upon reasonable request of either party, the other party shall furnish the requesting party proof of adequate insurance. Such insurance shall be obtained from a reputable insurance company authorized to sell insurance policies in the State of Oklahoma and be satisfactory to the other party.

#### **Section 7: Force Majeure**

7.1 Neither party shall be responsible to the other for nonperformance or delayed performance of the terms and conditions hereof due to acts of God, acts of government, wars, riots, accidents and transportation, fuel shortages, or other causes (except strikes), in the nature of force majeure which is beyond its control.

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**Section 8: Independent Contractor**

8.1 LifeShare is providing its services hereunder as an independent contractor. Nothing herein shall create any affiliation, partnership or joint venture between the parties hereto, or any employer/employee relationship. Neither is LifeShare, as an OPO, considered a Business Associate of Hospital as described in HIPAA.

**Section 9: Notices**

9.1 All notices and other communications provided for hereunder shall be in writing and shall be mailed by certified U.S. mail return receipt requested, by overnight delivery, or by hand delivery with a copy sent by electronic mail as follows:

If to Hospital: Name: \_\_\_\_\_ (Please print)  
 Title: \_\_\_\_\_  
 Hospital: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_

If to LifeShare: Jeffrey P. Orłowski, President and CEO  
 LifeShare Transplant Donor Services of Oklahoma, Inc.  
 4705 NW Expressway  
 Oklahoma City, Oklahoma 73132-5213  
 Telephone: (405) 840-5551  
 Email: LSHospitalDevelopment@lifeshareok.org

**Section 10: Applicable Law**

10.1 This Agreement shall be construed in accordance with the laws of the State of Oklahoma, without giving effect to any conflict of laws principles.

**Section 11: Addenda**

11.1 To the extent that the parties hereto agree to expand or modify the terms of this Agreement, the parties agree that they may from time to time enter into separate Addenda relating to this Agreement and expanding or modifying the terms of this Agreement. Any such Addenda relating to this Agreement will reference this Agreement and shall be made a part of this Agreement when fully executed by both parties hereto. Any such addenda so executed by the parties hereto shall specifically provide that the terms of this Agreement shall control if there is language that is in conflict in the Addenda.

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**Section 12: Entire Agreement**

12.1 This Agreement and any addenda hereto set forth the entire Agreement between the parties. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect. The obligations in these provisions shall survive the termination or expiration of this Agreement for a period of one (1) year.

(Signatures on next page)

**Confidential**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

**"HOSPITAL"**

Mangum Regional Medical Center

By: \_\_\_\_\_

Name: Kelley Martinez, MSN, RN

Title: Hospital Administrator

Date: \_\_\_\_\_

**"LIFESHARE"**

LifeShare Transplant Donor Services of Oklahoma, Inc.

By: \_\_\_\_\_

Name: Jeffrey P. Orłowski

Title: President and Chief Executive Officer

Date: \_\_\_\_\_

**Confidential**

## TISSUE RECOVERY AGREEMENT

This TISSUE RECOVERY AGREEMENT (this "Agreement") is made and entered into effective as of January 1, 2024 (the "**Effective Date**"), by and between Mangum Regional Medical Center with its principal place of business at 1 Wickersham Drive, Mangum, OK 73554, ("**Hospital**") and LifeShare Tissue Services, Inc., an Oklahoma not-for-profit corporation exempt from taxation under 501(c)(3) of the Internal Revenue Code, with its principal place of business at 4705 NW Expressway, Oklahoma City, Oklahoma 73132-5213, ("**LifeShare**"), with respect to the following circumstances:

**WHEREAS**, Hospital, being required by 42 CFR Part 482.45 (the "COP"), to have a written agreement with a tissue bank to cooperate in the retrieval, processing, preservation, storage, and distribution of tissue and that such written agreement does not interfere with the organ procurement process at Hospital;

**WHEREAS**, LifeShare is a tissue bank regulated by the Food and Drug Administration (the "**FDA**") and accredited by the American Association of Tissue Banks (the "**AATB**") that serves as an accredited Tissue Recovery Agency; and

**WHEREAS**, Hospital and LifeShare desire to enter into this Agreement to facilitate the procurement of tissues for transplantation and are committed to maximizing donation from suitable donors.

**NOW THEREFORE**, Hospital and LifeShare agree as follows:

### **Section 1: Definitions**

1.1 **Timely Referral**: A referral by a Hospital is considered timely when made within sixty (60) minutes of following cardiac death.

1.2 **Tissue**: For purposes of this Agreement, the term "tissue" means bone, bone marrow, heart valves, skin, fascia, pericardium, nerve, tendon, cartilage, corneas/eyes, blood vessel and all other tissues as specified by applicable federal, state and local laws and/or regulations, and Joint Commission Standards or Det Norske Veritas Healthcare, Inc. ("**DNV**").

### **Section 2: Responsibilities of Hospital**

2.1 Make a timely referral of all Hospital deaths using the toll-free referral number (800) 241-4483, with deaths that occur during transport from one hospital to another being reported by the receiving hospital;

2.2 Provide initial information to allow LifeShare to screen patients for medical suitability for tissue donation;

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2.3 Grant to LifeShare the exclusive right to coordinate tissue donation for deaths referred during the term of this Agreement;

2.4 Work collaboratively with LifeShare to assure that all appropriate Hospital staff participate in training provided or approved by LifeShare relating to tissue donation;

2.5 Allow LifeShare to serve as and not interfere with LifeShare in serving as the designated requester for tissue donation, recognizing and acknowledging that LifeShare staff are the only personnel trained according to the regulation of the Centers for Medicare and Medicaid Services ("**CMS**") and the FDA to approach families of medically suitable patients regarding the option of tissue donation and that Hospital's staff will not be trained or designated as requestors;

2.6 In cooperation with LifeShare protect the rights of every individual having made an anatomical gift through first person authorization (a right protected by state law: "...in the absence of an express, contrary indication by the donor, a person other than the donor is barred from making, amending, or revoking an anatomical gift of a donor's body or part...") by honoring the deceased's first person authorization to donate in every case where said authorization is appropriately documented through a state donor registry;

2.7 In cooperation with LifeShare, protect the right of the legal next of kin to make or decline to make an anatomical gift in the absence of a first person authorization to make or decline to make an anatomical gift;

2.8 Allow LifeShare staff full access (i.e., 24/7/365) to all medical records, including Electronic Medical Record ("**EMR**") for evaluation of medical suitability of potential donors;

2.9 Encourage discretion and sensitivity with respect to the circumstances, views and beliefs of the families of potential donors;

2.10 Make medical records of deceased patients available, electronically and remotely, when possible, for death record review as required by CMS, the FDA, the AATB, the Association of Organ Procurement Organizations (the "**AOPO**"), and United Network for Organ Sharing ("**UNOS**");

2.11 Assure that Hospital and nursing service policies for tissue donation are current and available to Hospital staff and LifeShare personnel;

2.12 Work cooperatively with, and actively participate in, LifeShare's comprehensive Quality Assurance and Performance Improvement (QAPI) program related to donor referral/recovery including facilitating follow-up on occurrences identified and tracked by the LifeShare and Hospital's QAPI programs; and,

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2.13 In the event of a natural or man-made disaster in the Hospital's service area, Hospital shall, to the best of its ability under such circumstances notify, LifeShare of Hospital's status and provide LifeShare with continued access to referral sources and appropriate contacts at Hospital.

### **Section 3: Responsibilities of LifeShare**

3.1 In consultation with LifeShare's Medical Director(s) determine medical suitability of potential donors for tissue donation;

3.2 Work collaboratively with Hospital by providing programming and resource materials to educate members of Hospital's staff regarding tissue donation and provide orientation training for new Hospital staff as well as on-going training to current Hospital staff;

3.3 Make available to Hospital the services of appropriately trained LifeShare staff for timely communication and prompt response by LifeShare on a 24/7/365 basis; Ensure that a member of LifeShare's staff will be available, with respect for family wishes, to discuss all options for donation of tissue with the legal next-of-kin ("**NOK**") in a sensitive, caring, and informative manner, to answer all questions the NOK may have, and when appropriate assure appropriate documentation of the NOK's authorization of donation. In cases of first person authorization, LifeShare will verify the first person authorization by accessing the appropriate donor registry, will inform the NOK of the donor's pre-existing authorization for donation, and in a sensitive, caring, and informative manner discuss the process with the NOK including answering questions the NOK may have;

3.4 Meet all legal requirements regarding the use and disclosure of confidential patient information of the Health Insurance Portability and Accountability Act ("**HIPAA**"), including adherence to the HI TECH ACT of 2013, which addresses patient data security;

3.5 Ensure employees and physicians functioning in roles for the purpose of tissue recovery are qualified and have the appropriate licensure, competency, and the proper composition and credentials in the recovery teams;

3.6 Ensure tissue recovery services are in compliance with all applicable standards and rules and regulations, and provide these services with discretion, sensitivity, and respect for the views and beliefs of the families of potential donors;

3.7 Notify Hospital of any LifeShare policy changes that affect recovery, or transport and provide timely communication and prompt response on a 24x7 basis;

3.8 Provide to Hospital administration a summary of deaths referred to LifeShare's toll-free referral number, 800-241-4483 and the number of referrals that result in anatomical donation;

**Confidential**

3.9 Provide data reports on referral/conversion rate/timeliness of referral/donor activity with trends on a monthly, quarterly, or annual basis with frequency dependent upon volume of referrals (the more referrals, the more frequent the reporting). These reports will include reports/data generated by the LifeShare QAPI process;

3.10 Cooperate with the Hospital's designated eye/cornea bank to facilitate ocular donation;

3.11 Cooperate with the Oklahoma State Medical Examiner's Office to assure appropriate release for donation is obtained in cases where medicolegal investigation is to occur; and,

3.12 In the event of a natural or man-made disaster in the Hospital's service area, LifeShare shall, to the best of its abilities under such circumstances, do as follows: i) provide notification to the Hospital of the status of the donor referral and recovery process, and ii) provide donor referral services for screening and evaluation; including a) laboratory testing for infectious diseases and HLA, b) donor management as part of continued organ and tissue recovery services, c) adequate protection of potential donor PHI, d) resources for patient triage and care, and e) any other services that LifeShare can provide to serve the community. In the event of a natural or man-made disaster affecting LifeShare's corporate office functions and operations, LifeShare shall communicate with Hospital regarding the procedure LifeShare has adapted to deal with the impact such disaster has had on LifeShare's functions and operations and shall update Hospital as any of such disaster-response procedures are adjusted.

#### **Section 4: Term and Termination**

4.1 This Agreement shall become effective as of the Effective Date set forth above and shall remain in effect until December 31, 2027 (the "**Initial Term**"), unless terminated as provided herein. Either party may terminate this Agreement at the end of the Initial Term by providing written notice of its intent to terminate to the other party within ninety (90) days of the expiration of the Initial Term.

4.2 Unless either party hereto provides the other party written notice of its intent to terminate this Agreement ninety (90) days prior to expiration of the Initial Term, this Agreement shall automatically renew each year for an additional one (1) year term (the "**Renewal Term**").

4.3 If at any time during the Initial Term or Renewal Term of this Agreement LifeShare fails to meet federal requirements as a Tissue Bank, Hospital shall have the right to terminate this Agreement at that time.

4.4 If at any time during the Initial Term or Renewal Term of this Agreement Hospital loses its state license or is debarred as an eligible provider under any Federal Healthcare Program, LifeShare shall have the right to terminate this Agreement at that time.

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**Section 5: Indemnify and Hold Harmless**

5.1 Hospital agrees to defend, hold harmless, and indemnify LifeShare, its directors, officers, employees or agents against any legal liability with respect to bodily injury, death, and property damage arising from the negligence of Hospital, its directors, officers, employees or agents during Hospital's performance of its responsibilities under this Agreement.

5.2 LifeShare agrees to defend, hold harmless, and indemnify Hospital, its directors, officers, employees or agents against any legal liability in respect to bodily injury, death, and property damage arising from the negligence of LifeShare, its directors, officers, or employees or agents during LifeShare's performance of its responsibilities under this Agreement.

**Section 6: Insurance**

6.1 LifeShare and Hospital shall maintain malpractice and general liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate throughout the term of this Agreement. Upon reasonable request of either party, the other party shall furnish the requesting party proof of adequate insurance. Such insurance shall be obtained from a reputable insurance company authorized to sell insurance policies in the State of Oklahoma and be satisfactory to the other party.

**Section 7: Force Majeure**

7.1 Neither party shall be responsible to the other for nonperformance or delayed performance of the terms and conditions hereof due to acts of God, acts of government, wars, riots, accidents and transportation, fuel shortages, or other causes (except strikes), in the nature of force majeure which is beyond its control.

**Section 8: Independent Contractor**

8.1 LifeShare is providing its services hereunder as an independent contractor. Nothing herein shall create any affiliation, partnership or joint venture between the parties hereto, or any employer/employee relationship.

**Section 9: Notices**

9.1 All notices and other communications provided for hereunder shall be in writing and shall be mailed by certified mail, return receipt requested, or emailed to Hospital Development, with a copy sent promptly thereafter by U.S. mail, overnight delivery or hand delivery, as follows:

**Confidential**

If to Hospital: Name: \_\_\_\_\_ (Please print)  
 Title: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_

If to LifeShare: Jeffrey P. Orlowski, President and CEO  
 LifeShare Tissue Services, Inc.  
 4705 NW Expressway  
 Oklahoma City, Oklahoma 73132-5213  
 Telephone: (405) 840-5551  
 Email: LSHospitalDevelopment@lifeshareok.org

**Section 10: Applicable Law**

10.1 This Agreement shall be construed in accordance with the laws of the State of Oklahoma, without giving effect to any conflict of laws principles.

**Section 11: Addenda**

11.1 To the extent that the parties hereto agree to expand or modify the terms of this Agreement, the parties agree that they may from time to time enter into separate Addenda relating to this Agreement and expanding or modifying the terms of this Agreement. Any such Addenda relating to this Agreement will reference this Agreement and shall be made a part of this Agreement when fully executed by both parties hereto. Any such addenda so executed by the parties hereto shall specifically provide that the terms of this Agreement shall control if there is language that is in conflict in the Addenda.

**Section 12: Entire Agreement**

12.1 This Agreement and any addenda hereto set forth the entire Agreement between the parties. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect. The obligations in these provisions shall survive the termination or expiration of this Agreement for a period of three (3) years.

(Signatures on next page)

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

**"HOSPITAL"**

Mangum Regional Medical Center

By: \_\_\_\_\_  
Name: Kelley Martinez, MSN, RN  
Title: Hospital Administrator  
  
Date: \_\_\_\_\_

**"LIFESHARE"**

LifeShare Tissue Services, Inc.

By: \_\_\_\_\_  
Name: Jeffrey P. Orlowski  
Title: President and Chief Executive Officer  
  
Date: \_\_\_\_\_

**Confidential**

**Hospital Vendor Contract Summary Sheet**

1.     Existing Vendor                       New Vendor
2.    **Name of Contract:** Evident Thrive Communications Center
3.    **Contract Parties:** Evident Thrive and MRMC
4.    **Contract Type Services:** Service Contract
5.    **Impacted Hospital Departments:** Hospital Records
6.    **Contract Summary:** To provide access and Service to the communication center of CPSI, will allow faxing from the medical record and promotes interoperability.
7.    **Cost:** No increase in monthly fee
8.    **Prior Cost:**
9.    **Term:** Will run the length of the original Thrive Contract
- 10.
11.   **Termination Clause:** None
12.   **Other:**



## Subscription Services Agreement Service Addendum

This **SERVICE ADDENDUM** (this "Addendum") dated this **5th** day of **December 2023** is hereby entered into by and between **EVIDENT, LLC** ("Evident") and **MANGUM REGIONAL MEDICAL CENTER** ("Customer").

WHEREAS, Customer wishes to obtain additional services from Evident under the terms and conditions of the Subscription Services Agreement (the "Agreement") executed by and between the parties and dated **December 19, 2018** and Evident is willing to provide such additional services;

NOW THEREFORE, it is mutually understood and agreed to by the parties that:

1. **Engagement for Additional Services:** Evident agrees to furnish, and Customer agrees to accept and pay for, the Service(s) as set forth in the Exhibit A attached hereto under the terms and conditions of the Agreement.
2. **Effective Date:** The Service Term for each Exhibit A attached hereto, unless otherwise specified therein, shall be deemed to have commenced on the first day of the first month in which service is provided under the given Exhibit A.
3. **Charges:**
  - (a) **Service Fees:** Customer agrees to pay Evident the fees set forth in EXHIBIT A. For the avoidance of doubt, the monthly subscription fees specified in EXHIBIT A are in addition to Customer's existing monthly subscription fee obligations.
  - (b) **Fee Increases:** Notwithstanding anything in the Agreement to the contrary, Customer understands that the monthly subscription fees may be increased by Evident by not more than five percent (5%) on an annual basis without further notice.
4. **Entire Addendum:** This Addendum, to include Exhibit A, sets forth the entire understanding of the parties hereto with respect to the subject matter contained herein and supersedes all other oral or written representations with respect to the same.
5. **Miscellaneous:** Except as may be specifically modified in this Addendum, all other terms and conditions of the Agreement that are in effect as of the date of this Addendum shall remain fully in force. In the event of a conflict between this Addendum and the Agreement or any prior addendum or amendment thereto, the terms and conditions of this Addendum shall govern and control. This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

*[Signature page follows]*





### Subscription Services Agreement Service Addendum

IN WITNESS WHEREOF, the parties hereto have executed this Subscription Services Agreement  
Service Addendum

**MANGUM REGIONAL MEDICAL CENTER**  
1 Wickersham Drive  
Mangum, OK 73554

By: \_\_\_\_\_  
(Authorized Signature)  
Name: \_\_\_\_\_  
(Printed)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EVIDENT, LLC**  
54 Saint Emanuel Street  
Mobile, AL 36602

By: \_\_\_\_\_  
(Authorized Signature)  
Name: Christopher L. Fowler  
(Printed)  
Title: Chief Executive Officer  
Date: \_\_\_\_\_



## Subscription Services Agreement

### Exhibit A

### Services and Service Fees

#### Service: Software Subscription – Communication Center

##### A. Services and Fees:

##### 1. Services: The Software Subscription will include:

- Subscription to access and use the Communication Center software (the "Service Software");
- Communication Center functionality includes:
  - Internal Electronic Mail – emails may be saved to the patient's record.
  - Secure Text – for both internal and external hospital network contacts and text conversations may be saved to the patient's record.
- Integrated faxing available within the Service Software via third party.
- Configuration and implementation of the Service Software.
- Unlimited access to the Service Software.
- Training via web-based sessions to educate Customer personnel in the operation of the Service Software.
- Provision of ongoing support for the Service Software to include routine updates and updates and help desk services.

**Subscription/Limitations:** Customer understands and agrees that it is being granted a subscription to access and use the Service Software during the term of this Exhibit A. Evident expressly reserves and Customer expressly consents that the entire right and title to the Service Software is and shall remain in Evident. Evident has the exclusive right to protect by copyright or otherwise, to reproduce, publish, sell and distribute the Service Software to any other customer. Customer may not rent, lease, transfer, modify, assign, loan, resell, act as a service bureau, time share or otherwise transfer the Service Software or any portion thereof. Customer may not permit third parties to benefit from the use or functionality of the Service Software via a timesharing, service bureau or other arrangement.

**Service Requirement:** The Internet Faxing functionality requires the execution and maintenance of an agreement between Customer and Faxage. Costs associated with Faxage services are not included in the fees specified herein and shall be the responsibility of Customer. **Termination of Faxage services will result in the unavailability of the Internet Faxing function.**

**Note: Software Subscriptions do not include connectivity.**



## Subscription Services Agreement

### Exhibit A

### Services and Service Fees

#### Service: Software Subscription – Communication Center

2. **Service Fees/Payment Schedule:**

- a. **Initial Subscription Fee:** Included
- b. **Monthly Subscription Fee:** Included
- c. **Inclusion in nTrust:** The Initial Subscription Fee and, so long as the Exhibit A for Electronic Health Record (EHR) Services remains in effect, the Monthly Subscription Fee are included in the service fees for EHR Services.

B. **Service Term:** Five (5) Years

C **Third Party Software/Content:** The Service Software incorporates third party software and content which is subject to the following additional terms and conditions which are hereby incorporated into the Agreement so long as this Exhibit A remains in effect.

- 1. **QliqSOFT:** The Service Software utilizes software which is owned and licensed by QliqSOFT. QliqSOFT's Terms of Use and Privacy Policy are applicable to this product and can be viewed at <https://www.qliqsoft.com/terms-of-service/> and <https://www.qliqsoft.com/privacy-policy/> respectively. By using the Service Software, Customer expressly agrees to QliqSOFT's Terms of Use and Privacy Policy.

**Hospital Vendor Contract Summary Sheet**

1.     Existing Vendor                       New Vendor
2.    **Name of Contract:** Pharmacy Consultants
3.    **Contract Parties:** MRMC/Pharmacy Consultants
4.    **Contract Type Services:** Consulting Agreement
5.    **Impacted Hospital Departments:** Hospital Pharmacy
6.    **Contract Summary:** Consulting services for 340B compliance. This agreement includes a yearly audit. Policy and procedure review with recommendations. Data Submission monitor and resolving data submission issues.
7.    **Cost:** \$2,600.00/month and travel for annual onsite 340B audit
8.    **Prior Cost:** \$2,600.00/month and travel for annual onsite 340B audit
9.    **Term:** The term of the Agreement shall expire on January 31, 2025
10.   **Termination Clause:** None
11.   **Other:**

# CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

## CLIENT

Mangum Regional Medical Center  
1 Wickersham Drive; Mangum, OK 73554  
(the "Client")

## CONSULTANT

Pharmacy Consultants, Inc. DBA 340B  
Compliance Partners  
1310 Cove Lane Road; Roaring Spring, PA  
16673  
(the "Consultant")

## BACKGROUND

- A. The Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
  - 1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
 

**340B Compliance Partners Platinum Plan (Monthly Maintenance)**

    - a. Includes annual independent audit, as described in attached proposal.
    - b. Includes having a resource available via phone/email (experienced pharmacist) for questions and guidance throughout the term. This includes reaching out to HRSA/Apexus anonymously on your behalf.
    - c. Fee is parsed over 12 months for ease of budgeting
    - d. Policy & Procedure review with recommendations for edits if gaps identified compared to HRSA expectations, as well as guidance on industry best-practices

- e. Originate (if needed) a facility 340B oversight committee, as well as facilitate meetings with agenda/minutes generation.
- f. Assist with vendor review, negotiation, and selection
- g. Review Contract Pharmacy agreements
- h. Analyze TPA functionality
- i. Review the ongoing monthly audits performed by your staff
- j. Provide written reports to leadership
- k. 340B Compliance Partners assigned analyst for your account to complete monthly internal audits of all relevant universes on your behalf
- l. Analysis of missed opportunities for increased 340B savings
- m. 25% discount provided for annual independent audit.

### **2. Referral Prescription Capture Services**

- a. Referral Strategist assigned to your account to review potential queue created by TPA(s).
- b. View access to your EHR to determine required elements of the medical record.
- c. Will reach out to specialist offices to request care notes be sent to your medical records department, if needed.
- d. Auditable records readily available.
- e. Charged as a percent of net CE benefit

### **3. 340B Data Management Services**

- a. 340B ESP Data Submission includes submission of data on a bi-monthly basis. This encompasses generating data extracts from source systems, performing necessary file manipulations, such as NDC filtering, and ensuring the data is submitted on time.
- b. 340B ESP Data Monitoring including monitoring and resolving issues arising from data submission. This encompasses ensuring all contracted pharmacies are in the appropriate and expected status within the 340B ESP platform and auditing contract loads at the wholesale level.
- c. 340B ESP Data Analytics including aggregating and data analysis to provide a summarized quarterly report.
- d. TPA Data File Creation including the generation of data files from source systems to meet the required specifications for the destination Third Party Administrator.
- e. TPA Data File Automation including the creation of automated processes to generate the needed data files and submit them to the source systems for ingestion.
- f. TPA Data File Maintenance including any needed file edits secondary to changes in the source or destination system to maintain continuous operation.
- g. TPA Data File Monitoring including monthly verification of file transmission from source system and ingestion of file at destination system.
- h. Monthly report of financial performance for each CE
- i. Monthly review of outlier accumulations in the contract pharmacy space (both large positive accumulations and negative accumulations) and corrective action

taken as applicable..

2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

## **TERM OF AGREEMENT**

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until January 31, 2024 or for one year from start of agreement. The Term may be extended with the written consent of the Parties.

## **PERFORMANCE**

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **CURRENCY**

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

## **COMPENSATION**

6. The Consultant will charge the Client for the Services as follows (the "Compensation"):
  - The Client will pay the Consultant a monthly flat fee of \$2600.00 and travel reimbursement will be billed at completion of annual onsite 340B audit. For Platinum Plan, the referral prescription capture service is billed at 10% of CE net benefit as defined in proposal.
7. Invoices submitted by the Consultant to the Client are due within 30 days of receipt.
8. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Consultant will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Consultant.
9. The Consultant will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

## **INTEREST ON LATE PAYMENTS**

10. Interest payable on any overdue amounts under this Agreement is charged at a rate of 2.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

## **CONFIDENTIALITY**

11. Confidential information (the "Confidential Information") refers to any data or information relating

to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

12. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
13. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

#### **OWNERSHIP OF INTELLECTUAL PROPERTY**

14. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Consultant. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
15. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Consultant.

#### **RETURN OF PROPERTY**

16. Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

#### **CAPACITY/INDEPENDENT CONTRACTOR**

17. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

#### **AUTONOMY**

18. Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction



of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

## **EQUIPMENT**

19. Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

## **NO EXCLUSIVITY**

20. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## **NOTICE**

21. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. Mangum Regional Medical Center  
1 Wickersham Drive; Mangum, OK 73554
  
- b. Pharmacy Consultants, Inc. DBA 340B Compliance Partners  
1310 Cove Lane Road; Roaring Spring, PA 16673

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

## **INDEMNIFICATION**

22. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## **ADDITIONAL CLAUSE**

23. Consultant may agree to additional tasks outside scope of agreement for agreed upon fees, and

an amendment will be created to delineate those services.

## **MODIFICATION OF AGREEMENT**

24. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

## **TIME OF THE ESSENCE**

25. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

## **ASSIGNMENT**

26. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

## **ENTIRE AGREEMENT**

27. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

## **ENUREMENT**

28. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

## **TITLES/HEADINGS**

29. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

## **GENDER**

30. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

## **GOVERNING LAW**

31. This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma.

## **SEVERABILITY**

32. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**WAIVER**

33. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Mangum Regional Medical Center  
Per: \_\_\_\_\_  
Officer's Name: \_\_\_\_\_  
  
Date: \_\_\_\_\_

Pharmacy Consultants, Inc. DBA 340B  
Compliance Partners  
Per: \_\_\_\_\_ (Seal)  
Officer's Name: \_\_\_\_\_  
  
Date: \_\_\_\_\_



February 1, 2024

Mr. Carson VanZant  
Chairperson of the Board  
Mangum Regional Memorial Hospital  
1 Wickersham Dr.  
Mangum, OK 73554

Dear Mr. VanZant:

PYA, P.C. (PYA) is pleased to submit this engagement letter (Engagement Letter) to Cohesive Healthcare Management & Consulting (CHMC) specifically related Medicare cost reports preparation (Services) for Mangum Regional Medical Center (MRMC).

## OUR UNDERSTANDING OF YOUR NEEDS

PYA understands that MRMC and CHMC are evaluating proposals to assist MRMC with fulfilling its cost reporting requirements on a go-forward basis.

## OUR APPROACH TO SERVING YOU

### STEP 1: DATA ACCESS AND REPRESENTATION

To initiate the project, we will meet with CHMC and MRMC to finalize the specific scope and establish information and communication protocols. Specific action items include, but are not limited to:

- Establish secure protocol for transfer of requested information in both directions.
- Obtain “access” to download PS&R information and upload completed costs reports in MCRReF system.
- Obtain the prior year workpapers from CHMC and MRMC (preferably in Excel format).
- Develop current year information requests based on work paper review.
- Validate current year information for cost reporting sufficiency as basis for completing a compliant cost report for electronic submission to the MAC.

### STEP 2: COMPARATIVE ANALYSIS

We will use comparative analysis and other tools to complete the current year cost reports. PYA will also identify and discuss any key reimbursement issues impacting the current year and prior year cost reports with CHMC and MRMC’s personnel. PYA will not and is not expected to

Mr. Carson VanZant  
 Mangum Regional Medical Center  
 February 1, 2024  
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perform detailed or analytical procedures necessary to verify information derived from source documents such as the general ledger, statistical summaries, or PS&R reports to ensure compliance or accuracy of individual accounting or billing transactions.

PYA will perform high level analytics on key reimbursement drivers including:

- Prior audit adjustments and identified non-allowable costs for impact on current year reporting and results.
- Settlement Data characteristics including charge matching and payment reconciliations.

### STEP 3: DELIVERABLES AND TIMELINE

From the information provided by CHMC and MRMC, PYA will prepare automated CMS Forms 2552-10 and a comprehensive set of workpapers supporting amounts included in the filed cost reports. After discussion with CHMC and MRMC management and internal cost report acceptance, final deliverables will include ECR files and electronic copies of the Medicare and Medicaid cost reports. As MRMC operates on a fiscal year (FY) ending December 31, 2024, the Medicare and Medicaid cost reports are required to be filed no later than May 31, 2024. Once PYA is engaged to complete the cost reports, the estimated timeline to complete the FY 2023 Medicare cost report would be:

### PROPOSED PROJECT TIMELINE

Engagement Step	Current Due Date
Upload prior year work papers	Week of April 1, 2024
Prepare and deliver request for information	Week of April 8, 2024
Weekly progress meetings	Beginning April 15, 2024
Upload current year work papers	On-going beginning April 22, 2024
Field work (cost report preparation)	Week of April 29, 2024
Draft cost report to MRMC	Week of May 13, 2024
<b>Cost Report Due Date</b>	<b>May 31, 2024</b>

### WHY PYA?

#### DECISION CRITERIA

**1. *The firm's knowledge and experience with Medicare Cost Report preparation:***

The PYA professional staff assigned to CHMC and MRMC work exclusively with health care organizations like MRMC and spend virtually 100% of their time on cost reporting and reimbursement analysis. We routinely serve critical access hospitals and other types of rural providers including several of approximately the same size and organizational structure as MRMC. The team has worked with several different Medicare Administrative Contractors and brings that depth to serving MRMC.

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**2. *The competency and experience of the staff assigned to the engagements:***

The reimbursement services will be led by **Casey Wilburn** as the Project Manager. Casey will serve as the primary point of contact for these reimbursement services. Casey brings 27 years of healthcare experience with 20 years of reimbursement experience developed through extensive work in consulting and within provider settings. Casey will also oversee the production and engagement deliverables. For MRMC's benefit, all deliverables go through a thorough quality assurance process which will be performed by **Emily Wetsel**, Director of Reimbursement Services.

**3. *The ability to provide year-round support related to cost report audits:***

PYA will plan our audit response immediately upon receiving communication from MRMC regarding scheduled audit activity. We also plan to "get ahead" of any potential audit issues through a comprehensive review of the prior cost report work papers. The combination of effective communication and scoping will have us well-positioned to serve MRMC as needed.

**4. *The ability of the firm to meet the required deadlines:***

Upon selection, we will meet with CHMC's and MRMC's team to plan the engagement, agree upon a specific timeline, review prior year work papers, and finalize a customized request for information. We will establish weekly status calls with the appropriate team members. We have standardized processes for workpaper preparation as well as a comprehensive review process and we will build in appropriate time so that CHMC and MRMC will have adequate time for its own internal review. A proposed engagement timeline is included in this engagement letter.

An important consideration of any collaborative process, such as these reimbursement services, will be how the organizations involved will be aligned. PYA's values of helping clients and creating long term relationships are described below:

- **Quality:** PYA focuses on quality through a comprehensive team-based review process that leverages the significant experience of our reimbursement professionals in all phases of the deliverables and client communications.
- **Customer Service:** PYA focuses on customer service by using a single point of contact approach to timely address all client needs. The single point of contact is fully supported by a dedicated team of professionals focused on anticipating client needs and providing timely and effective communication.

**Access to Resources:** CHMC and MRMC will always benefit from PYA's ability to introduce new ideas by leveraging information developed through our professional relationships such as AHLA<sup>1</sup> and HFMA<sup>2</sup> and more importantly, the breadth and depth of our significant client relationships across a variety of health care organizations and

<sup>1</sup> AHLA – American Health Law Association.

<sup>2</sup> HFMA – Healthcare Financial Management Association.

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situations. Also, our clients benefit from frequent industry updates and insights through webinars and timely email communications. Additionally, MRMC will benefit from

- **PYA’s Center for Rural Health Advancement<sup>3</sup>** a dedicated program to help rural providers transform their operations by delivering a full range of practical, rural-specific solutions focused on long-term sustainability.
- **Information Excellence:** PYA’s client relationship experience begins with discussions to fully understand your operations and objectives. The client information obtained to complete agreed upon deliverables is based on a customized request consistent with your specific needs. We collaborate on an engagement timeline to meet your objectives, allowing for enough time for any internal review processes or formal presentations prior to established regulatory due dates.
- **Financial Strength:** PYA has been serving clients since 1983 and has survived and thrived through stewardship of our resources and providing guidance to the clients we serve directed towards their own stewardship objectives. When many firms are reducing their focus on “traditional reimbursement” services, PYA continues to invest in these areas because there is still a significant need for these core services. We will serve CHMC and MRMC based on the foundation created through decades of service and by identifying appropriate opportunities to protect MRMC’s financial position.
- **Employee Engagement:** PYA consistently scores very high in employee engagement surveys. Our colleagues are engaged because there is a culture of inclusion and collaboration, and this is evidenced in the way we serve clients. We are very committed to delivering high quality and high value reimbursement services. This is supported by the over 30 years of combined dedicated reimbursement knowledge that your team will bring forth to serve MRMC.

## VALUE ADD RESOURCES

PYA understands the importance of selecting a reimbursement partner to not only prepare and support the cost report filings, but to provide other value-added services. For example, we have included a sample analytics report prepared from MRMC’s most recently filed cost reports. Mangum Regional Memorial Hospital Critical Access Dashboard Analysis (attached as **Appendix A**) illustrates MRMC’s Medicare margin which compares the actual reimbursement received to the related Medicare defined cost of providing care. **We will update these analyses upon completion of the fiscal year (FY) 2023 cost report as part of our standardized deliverable package.**

Other key elements of the overall reimbursement environment include high impact reimbursement areas such as cost analysis, uncompensated care, Medicare bad debts and the hospital’s relationship with the HRSA 340B program. **These areas will be given special attention throughout our engagement processes.**

<sup>3</sup> <https://www.pyapc.com/pya-center-for-rural-health-advancement/>.

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Finally, we are often concurrently engaged with our cost reporting clients to provide audit and assurance services as well. We typically experience synergies that benefit our clients when this occurs. For instance, our reimbursement team is often able to use the audited working trial balance and other workpapers gathered through the audit process. **This usually saves our client’s valuable time as the sharing of information minimizes questions and information requests that may distract from their daily obligations.**

**PROJECT TEAM**

PYA will assign an experienced, dedicated team to serve MRMC and CHMC.



**Emily Wetsel – Director of Reimbursement Services, Engagement Director**

Emily has more than 13 years of experience fully devoted to the healthcare industry. She has dedicated most of her career to helping numerous organizations navigate through the ever-changing world of healthcare reimbursement. She is seasoned in preparing and reviewing reimbursement cost reports and has conducted healthcare consulting projects for clients throughout the country. Emily is highly skilled in Medicare and Medicaid compliance reimbursement, with her Medicaid expertise ranging across a number of states including North Carolina, South Carolina, Virginia, Illinois, Georgia, and Tennessee. Emily’s in-depth reimbursement knowledge, coupled with her broad healthcare consulting and financial audit experience, helps PYA clients achieve quality results while complying with Medicare and Medicaid regulations.



**Casey S. Wilburn – Manager, Project Manager/Primary Point of Contact**

Casey assists acute care hospitals, skilled nursing facilities, and clinics with reviews, cost reporting, and Certificate of Need preparation. He has significant experience in analyzing Medicare reimbursement regulations and in providing litigation support for Medicare and Medicaid compensation. Casey earned a Bachelor of Arts from the University of Dayton and a Master of Healthcare Administration from Xavier University. He is a member of the Healthcare Financial Management Association.

**PROPOSED FEES**

PYA appreciates the opportunity to develop a long term and collaborative relationship with MRMC while also supporting the value CHMC brings to its facilities. We are confident that you will experience the value that our Firm will bring to your organization.

Service	Estimated Fees
FY 2023 Medicare Cost Report	\$19,000 - \$22,000 (Not to exceed \$22,000)
FY 2024 Medicare Cost Report	To be determined but expected to range from \$19,600 - \$22,700

PYA will discuss with CHMC and MRMC the fee structures for the following cost report years.

The fees and terms reflected in this engagement letter are based on the premise that all information and analysis requested from CHMC and MRMC will be completed and available in a timely



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manner. We will be relying upon CHMC and MRMC personnel to prepare the supporting workpapers used in this engagement. Additionally, if analytical or informational schedules requested by PYA from CHMC and MRMC’s financial staff are not complete or available in a timely manner, thus inadvertently expanding the scope of PYA’s responsibilities, our fees may be increased to reflect the additional time associated with completing these tasks.

Should the scope of our services change or be expanded during the course of this engagement, we will contact the designated representative to discuss the nature of the change of services, the potential impact on professional fees, and to seek appropriate authorization before proceeding.

**CONCLUSION**

We look forward to assisting CHMC and MRMC with these important initiatives. If you agree with the terms set forth in this Engagement Letter and accompanying general business terms (collectively, the Agreement), please indicate your acknowledgement by signing and returning an executed copy of this letter. If you have any questions or require additional information, please contact Emily Wetsel at ewetsel@pyapc.com or at (704) 317-4753.

Respectfully,

**[SIGNATURE REQUIRED]**

PYA, P.C.

Sent via email only: [dboyd@chmcok.com](mailto:dboyd@chmcok.com)

**Acknowledged and Accepted on Behalf of Mangum Regional Medical Center:**

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print)

Date: \_\_\_\_\_



## APPENDIX A: CRITICAL ACCESS DASHBOARD ANALYSIS

MANGUM REGIONAL MEDICAL CENTER				
Provider Number L 37-1330				
Critical Access Hospital Dashboard Report				
FYE	12/31/2020	12/31/2021	12/31/2022	Trend Line
Beds	18	18	18	
SB SNF	37Z330	37Z330	37Z330	
HB RHC	378541	378541	378541	
HB RHC 2	373487	373487		
Patient Days Acute Medicare	351	412	326	
Patient Days Acute Total	533	684	548	
Patient Days Acute Util %	65.85%	60.23%	59.49%	
Patient Days SB SNF Medicare	3,150	3,029	2,859	
Patient Days SB SNF Total	3,516	3,300	3,062	
Patient Days SB SNF Util %	89.59%	91.79%	93.37%	
Discharges Acute Medicare	109	141	110	
Discharges Acute Total	166	207	160	
Discharges ALOS Medicare	3.22	2.92	2.96	
Discharges ALOS Total	3.21	3.30	3.43	
Cost Reimb Inpatient	1,047,247	1,359,526	1,254,406	
Cost Reimb Swing Bed SNF	9,006,286	9,729,376	10,458,185	
Cost Reimb Outpatient	1,356,842	1,090,909	1,091,460	
Cost Reimb Total	11,410,375	12,179,811	12,804,051	
Charges Inpatient	1,447,910	1,599,600	1,056,247	
Charges Swing Bed SNF	11,235,273	10,108,008	7,566,080	
Charges SNF	963,779	990,225	612,782	
Charges Outpatient	2,517,552	2,581,842	2,434,132	
Charges Total	16,164,514	15,279,675	11,669,241	
% Inpatient	72.33%	84.99%	118.76%	
% Swing Bed SNF	80.16%	96.25%	138.22%	
% Outpatient	53.90%	42.25%	44.84%	
% Total	70.59%	79.71%	109.72%	
Net WS A Expense	15,067,408	15,993,029	17,021,827	
Medicare Cost %	75.73%	76.16%	75.22%	
Medicare Service Total Inpatient	1,047,247	1,359,526	1,254,406	
Medicare Service Total Swing Bed SNF	9,006,286	9,729,376	10,458,185	
Medicare Service Total Outpatient	1,356,842	1,090,909	1,091,460	
Medicare Service Total RHC	148,040	147,239	135,759	
Medicare Service Total Total Medicare Reimbursement	11,558,415	12,327,050	12,939,810	
Medicare Service % Inpatient %	9.06%	11.03%	9.69%	
Medicare Service % Swing Bed SNF %	77.92%	78.93%	80.82%	
Medicare Service % Outpatient %	11.74%	8.85%	8.43%	
Medicare Service % RHC %	1.28%	1.19%	1.05%	
Gross Patient Revenue	22,212,788	21,963,767	18,121,249	
Less: Contractual Allowances	10,250,795	6,437,531	2,823,629	
Net Patient Revenue	11,961,993	15,526,236	15,297,620	
Operating Expense	15,702,749	16,665,175	17,812,164	
Net Operating Gain(Loss)	(3,740,756)	(1,138,939)	(2,514,544)	
Add: Other Income	716,804	3,774,777	900,203	
Net Income(Loss)	(3,023,952)	2,635,838	(1,614,341)	



APPENDIX B:  
GENERAL BUSINESS TERMS

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Except to the extent eventually determined to have resulted from PYA, P.C.'s (PYA) fraudulent behavior or willful misconduct: (1) PYA's maximum liability to Mangum Regional Memorial Hospital (MRMC) for any reason relating to the Report, this Agreement, and the Services under this Agreement shall be limited to the fees paid to PYA pursuant to this Agreement, and (2) MRMC will indemnify and hold harmless PYA and its personnel from any claims, liabilities, costs, and expenses arising for any reason relating to the Report, this Agreement, and the Services under this Agreement.

This Agreement reflects the entire agreement between MRMC and PYA relating to the Services and subject matters covered by this Agreement. It replaces and supersedes any previous proposals, correspondence, and understandings, whether written or oral. The agreements of MRMC and PYA contained in this Agreement shall survive the completion or termination of this arrangement.

Any controversy or claim arising out of or relating to the Services and Report covered by this Agreement or hereafter provided by us to MRMC shall be submitted first to voluntary mediation, and if mediation is not successful, then to binding arbitration. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

The aforementioned timeline and fees will expire at the end of 30 days from the date of this Engagement Letter if PYA does not receive a signature of acceptance. PYA will be happy to revisit this Agreement with you if a delay in acceptance is anticipated, but the terms of this Engagement Letter are outlined with specific start dates, PYA staffing, and fees that would need to be reconsidered after 30 days. Furthermore, fees for any additional services that may be required on MRMC's behalf such as consulting services, meeting with or responding to third parties (i.e., subpoenas), or explaining our report to any regulatory body or in any investigation to a judge, jury, or any other trier of fact as convened in any judicial matter will be billed in addition to the professional fees outlined herein and at our then standard hourly rates.

Following commencement of work on this engagement, fees and expenses will be billed to you on a periodic basis and are due upon receipt. PYA may stop work at any time in the event of any unpaid balance. If, for any reason, this engagement is terminated prior to its completion, then our fees shall not be less than the amount of time incurred as of that time at our normal billing rates, plus any out of pocket expenses incurred as of that date.

MRMC understands that PYA will not be making management decisions or performing in a management role. MRMC is responsible for management decisions and functions; for designating an individual with suitable skill, knowledge, or experience to oversee the Services PYA provides; and for evaluating the adequacy of those Services.



APPENDIX B:  
GENERAL BUSINESS TERMS

---

In conjunction with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PYA requires a business associate agreement (BAA) to be on file prior to the receipt of any protected health information (PHI). For this purpose, PHI has the meaning set forth in HIPAA, the American Recovery and Reinvestment Act of 2009, and their implementing regulations set forth at 45 C.F.R. Parts 160 and 164. If we do not have a BAA with you updated for the HIPAA Final Omnibus Rule published January 25, 2013 and PHI is involved, we have enclosed our standard BAA that will govern transactions involving PHI until superseded by another signed agreement.

PYA reserves the right to use its name in association with MRMC in any marketing and/or promotional content distributed by PYA both privately and publicly. Such promotions may include tombstones, testimonials, case studies and other materials that positively associate and reflect the relationship between MRMC and PYA. PYA hereby agrees not to use its name in association with MRMC in any way that might reflect either organization negatively.

## BUSINESS ASSOCIATE AGREEMENT

### PYA as Business Associate to Client

THIS BUSINESS ASSOCIATE AGREEMENT (the “*Agreement*”) is made and entered into between PYA, P.C. (“*PYA*”), and Mangum Regional Memorial Hospital (“*Client*”).

Client is a Covered Entity (or is a Business Associate to one or more Covered Entities) pursuant to the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder from time to time by the United States Department of Health and Human Services (collectively, and together with the Health Information Technology for Economic and Clinical Health Act, all as amended from time to time, “*HIPAA*”).

Client has engaged or may engage PYA to perform certain services (the “*Services*”) pursuant to one or more engagement letters or other agreements between the parties (each, whether written or oral, a “*Services Agreement*”). In the course of providing the Services, Client may make available to PYA or have PYA obtain or create on its behalf information that may be deemed Protected Health Information subject to the provisions of HIPAA.

In order to comply with the applicable provisions of HIPAA, the parties agree as follows:

#### 1. Definitions.

1.1 Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed in HIPAA (whether or not such terms are capitalized therein).

1.2 “*Effective Date*” means the date indicated on the signature page of this Agreement or, if later, the first date upon which PYA creates, receives, maintains, or transmits PHI (as defined below).

1.3 “*Electronic PHI*” means PHI that is transmitted or maintained in electronic media.

1.4 “*PHI*” means Protected Health Information created, received, maintained, or transmitted by PYA for or on behalf of Client.

1.5 “*Secretary*” means the Secretary of the Department of Health and Human Services or designee.

2. Permitted Uses and Disclosures. PYA may use or disclose PHI only as permitted or required by this Agreement and only for the following purposes:

(i) as necessary to perform the Services;

(ii) to carry out its legal responsibilities or for the proper business management and administration of PYA, provided that with respect to any such disclosure either: (a) the disclosure is Required by Law; or (b) PYA obtains agreement from the person to whom the PHI is to be disclosed that such person will hold the PHI in confidence and will not use or further disclose such PHI except as Required by Law and for the purpose(s) for which it was disclosed by PYA to such person, and that such person will notify PYA of any instances of which it is aware in which the confidentiality of the PHI has been breached;

(iii) to provide Data Aggregation services relating to the Health Care Operations of Client, but only to the extent, if any, expressly provided in the Services Agreement;

(iv) to de-identify PHI in accordance with the standards set forth under HIPAA, but only to the extent, if any, expressly provided in the Services Agreement; and

(v) as Required By Law.

#### 3. Prohibited Uses and Disclosures.

3.1 Subject to Client’s compliance with its obligations set forth in Section 14 as applicable, PYA shall not use or further disclose PHI in a manner that would violate HIPAA if done by Client.

3.2 If Client notifies PYA in writing that Client has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to Section 14, PYA shall be bound by such additional restrictions and shall not use or disclose PHI in violation of such additional restrictions.

3.3 PYA shall not sell PHI or use or disclose PHI for purposes of marketing or fundraising in violation of HIPAA.

3.4 Nothing in this Agreement shall be construed to require PYA to use or disclose PHI without a written authorization from an Individual who is the subject thereof, or written authorization from any other person, where such authorization would be required under federal or state law for such use or disclosure.

4. Subcontractors. Any disclosure to a Subcontractor of PYA shall be pursuant to a written agreement between PYA and such Subcontractor containing substantially the same restrictions and conditions that apply to PYA as are set forth in this Agreement.

5. Minimum Necessary. PYA shall request, access, use, and disclose, and Client shall provide PYA with, only the minimum amount of PHI necessary to perform the Services to the extent practicable.

6. Certain Privacy Rule Compliance. To the extent that PYA agrees to carry out one or more of Client’s obligations under Subpart E of Part 164 of HIPAA (generally known as the HIPAA Privacy Rule), PYA shall comply with such requirements that apply to Covered Entity in the performance of such obligations.

7. Safeguards. PYA shall use appropriate safeguards in compliance with Subpart C of Part 164 of HIPAA (generally known as the HIPAA Security Rule), to prevent use or

disclosure of PHI other than as provided for in this Agreement.

## **8. Breach Investigation and Reporting.**

8.1 PYA shall notify Client of any use or disclosure by PYA or its Subcontractors that is not permitted by this Agreement, including Breaches of Unsecured PHI, without unreasonable delay but in no case later than ten (10) days of discovery by PYA. If PYA determines that a Breach of Unsecured PHI has occurred, PYA shall provide a written report to Client without unreasonable delay and no later than thirty (30) days after discovery of the Breach, setting forth the date of discovery thereof, the identities of affected Individuals (or, if such identities are unknown at that time, the classes of such Individuals), a general description of the nature of the incident, and such other information as is required pursuant to HIPAA or reasonably requested by Client. PYA shall supplement such notice with information not available at the time of the initial notification as promptly thereafter as the information becomes available to PYA. Notwithstanding the foregoing, PYA shall not be required to disclose information that would result in a waiver of privilege.

9. **Security Incident Reporting.** PYA shall report to Client in writing any Security Incident involving Electronic PHI within 30 days of PYA's discovery thereof. The parties acknowledge and agree that this section constitutes notice by PYA to Client of the ongoing occurrence of events that are trivial, routine, do not constitute a material threat to the security of PHI, and do not result in unauthorized access to or use or disclosure of PHI (such as typical pings and port scans), for which no additional notice to Client shall be required.

10. **Mitigation.** PYA shall mitigate, to the extent practicable, any harmful effect known to PYA of any use or disclosure of PHI in violation of this Agreement.

11. **Access and Amendment.** With respect to an Individual as to whom PYA maintains PHI, PYA shall notify Client promptly upon receipt of a request from such an Individual for access to or a copy of such Individual's PHI or to amend such Individual's PHI. To the extent permitted under HIPAA, and except as otherwise required upon the order of a court of competent jurisdiction, (i) PYA shall direct such Individual to make such request of Client and (ii) PYA shall not consent to such access, deliver such copy, or comply with such request except as directed by Client. With respect to PHI maintained by PYA in a Designated Record Set, to the extent required by HIPAA, PYA shall (i) make available PHI to Individuals or Client, as reasonably requested by Client in writing and in accordance with HIPAA, and (ii) upon receipt of written notice from Client, promptly amend any portion of the PHI so that Client may meet its amendment obligations under HIPAA.

12. **Accounting for Disclosures.** PYA shall document all disclosures of PHI by PYA and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. PYA shall maintain such information for the applicable period set forth in HIPAA. PYA shall deliver such information to Client or, upon Client's request, to the Individual, in the time and manner reasonably

designated by Client, in order for Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. The obligations set forth in this section shall survive the expiration or any termination of this Agreement and shall continue, as to a given instance of a disclosure, until the earlier of (i) the passing of the time required for such information to be maintained pursuant to HIPAA or (ii) the delivery to Client of all such information in a form and medium reasonably satisfactory to Client and the return or destruction of all PHI as provided in this Agreement.

13. **Audit.** If PYA receives a request, made on behalf of the Secretary, that PYA make its internal practices, books, and records relating to the use or disclosure of PHI available to the Secretary for the purposes of determining Client's or PYA's compliance with HIPAA, PYA promptly shall notify Client of such request and, unless enjoined from doing so by order of a court of competent jurisdiction in response to a challenge raised by Client or PYA (which challenge PYA shall not be obligated to raise), PYA shall comply with such request to the extent required of it by applicable law. Nothing in this Agreement shall waive any attorney-client privilege or other privilege applicable to either party.

14. **Obligations of Client.** Client shall notify PYA in writing promptly after discovery or receiving notice of (i) any limitation in Client's Notice of Privacy Practices to the extent that such limitation may affect PYA's use or disclosure of PHI, (ii) any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such change may affect PYA's use or disclosure of PHI, and (iii) any restriction on the use or disclosure of PHI to which Client has agreed in accordance with HIPAA, to the extent that such restriction may affect PYA's use or disclosure of PHI. Client shall obtain any authorization or consents as may be required by HIPAA or other applicable law for any of the uses or disclosures of PHI necessary for PYA to provide to the Services.

15. **Term and Termination.** This Agreement shall become effective on the Effective Date and shall continue in effect until the earlier to occur of (i) the expiration or termination of all Services Agreements or (ii) termination pursuant to this section. Either party may terminate this Agreement effective immediately if it determines that the other party has breached a material provision of this Agreement and failed to cure such breach within 30 days of being notified by the other party of the breach in writing. If the non-breaching party reasonably determines that cure is not possible, such party may terminate this Agreement effective immediately upon written notice to other party.

16. **Effect of Termination.** Upon termination of this Agreement, subject to any applicable provisions of the Services Agreement, PYA shall return to Client or destroy all PHI that PYA maintains in any form and retain no copies of such PHI or, if return or destruction is not feasible (including without limitation if PYA is required by applicable law to retain any such PHI for a time following termination), extend the protections of this Agreement to the PHI and limit its further use or disclosure to those purposes that make the return or destruction of the PHI infeasible. The parties acknowledge that

accountant-client considerations may make it infeasible to return or destroy the PHI and that PYA will take such steps as it determines are reasonably appropriate to fulfilling its legal and ethical obligations with respect to the Services while safeguarding any retained PHI from impermissible use and/or disclosure. The requirements of this section shall survive termination or expiration of this Agreement and shall be in force as long as any PHI remains in the custody or control of PYA.

## 17. Miscellaneous.

17.1 Notices. Except as otherwise provided in this Agreement, notices and reports given under this Agreement shall be in writing and sent to PYA at **Attn: Compliance Officer, PYA, 2220 Sutherland Avenue, Knoxville, Tennessee 37919**, and to Client at the address shown on the signature page hereof. Such notices shall be deemed delivered (i) when personally delivered, (ii) on the third business day after deposit, properly addressed and postage pre-paid, when sent by certified or registered U.S. mail to the address provided herein, or (iii) on the next business day when sent with next-business-day instruction by recognized overnight document delivery service to the address provided herein.

17.2 Nature of Relationship. PYA shall perform all services hereunder as an independent contractor to Client, and nothing contained herein shall be deemed to create any agency or other relationship between the parties or any of their affiliates. Neither party shall have the right, power, or authority under this Agreement to create any duty or obligation on behalf of the other party.

17.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State that govern the Services Agreement, without regard to conflict of law principles that would result in the application of any law other than the law of such State, and venue for any dispute under this Agreement shall be the same as the venue for a dispute under the Services Agreement.

17.4 Waiver. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of, any right or remedy as to subsequent events.

17.5 Severability. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then (i) the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected; (ii) the effect of the ruling will be limited to the jurisdiction of the court or other government body making the ruling; (iii) the provision(s) held wholly or partly invalid or unenforceable would be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein; and (iv) if the ruling, and/or the controlling principle of law or equity leading to the ruling, subsequently is overruled, modified, or amended by legislative, judicial or administrative action, then the provision(s) in question as originally set forth in this Agreement will be deemed valid and enforceable to the maximum extent permitted

by the new controlling principle of law or equity.

17.6 Entire Agreement. This Agreement, together with each Services Agreement, constitutes the entire agreement between the parties concerning the subject matter hereof. No prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties with reference thereto will be of any force or effect. Each party represents and warrants that, in entering into and performing its obligations under this Agreement, it does not and will not rely on any promise, inducement, or representation allegedly made by or on behalf of the other party with respect to the subject matter hereof, nor on any course of dealing or custom and usage in the trade, except as such promise, inducement, or representation may be expressly set forth herein. In the event that a provision of this Agreement is contrary to a provision of the Services Agreement, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of the Services Agreement, and shall be considered an amendment of and supplement to the Services Agreement.

17.7 Amendments. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the parties. The parties will negotiate in good faith in the event an amendment is necessary subsequent to the enactment of any law or regulation affecting the use or disclosure of PHI.

17.8 No Third-Party Beneficiaries. No provision of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever, and any implication to the contrary is expressly disclaimed by each party.

17.9 Headings; Interpretation. The headings of the sections used in this Agreement are included for convenience only and are not to be used in construing or interpreting this Agreement. In the event of a conflict between the provisions of this Agreement and any provisions of the Services Agreement, the provisions of this Agreement shall control. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of HIPAA, as amended, or its interpretation by any court or regulatory agency with authority over either party hereto, HIPAA (interpreted by such court or agency, if applicable) shall control. Where provisions of this Agreement are different from those mandated under HIPAA, but are nonetheless permitted by such rules as interpreted by relevant courts or agencies, the provisions of this Agreement shall control.

17.10 Counterparts. This Agreement may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts constitute one and the same instrument. Manually-executed counterparts may be delivered in faxed or scanned electronic form, each of which (whether originally executed or such a faxed or scanned electronic document) shall be deemed an original, and all of which together shall constitute one and the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart hereof signed by each of the parties.

IN WITNESS WHEREOF, PYA and Client have caused this Agreement to be executed and delivered by their duly authorized representatives.

**PYA:**

By: \_\_\_\_\_  
*(Signature)*

Name: \_\_\_\_\_  
*(Please Print)*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CLIENT:**

By: \_\_\_\_\_  
*(Signature)*

Name: \_\_\_\_\_  
*(Please Print)*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Incomplete Work Product*



**Hospital Vendor Contract Summary Sheet**

1.  Existing Vendor                       New Vendor
2. **Name of Contract:** TruBridge Addendum
3. **Contract Parties:** MRMC/TruBridge
4. **Contract Type Services:** Service Agreement
5. **Impacted Hospital Departments:** Hospital Financials and Patient Accounting
6. **Contract Summary:** Addendum to the Master Service Agreement originally dated 12/19/2018. TruBridge agrees to provide weekly processing of patient statements.
7. **Cost:** \$1,100 Activation Fee due at signing, \$0.97 for the first page and then \$0.06 for every additional page.
8. **Prior Cost:**
9. **Term:** The term of the Agreement shall be 5 years
10. **Termination Clause:** Agreement can be terminated with a 60-day written notice prior to yearly renewal date.
11. **Other:**



## Master Services Agreement Service Addendum

This **SERVICE ADDENDUM** (this "Addendum") dated this **24th** day of **January 2024** is hereby entered into by and between **TRUBRIDGE, LLC** ("TruBridge") and **MANGUM REGIONAL MEDICAL CENTER** ("Customer").

WHEREAS, Customer wishes to obtain additional services from TruBridge under the terms and conditions of the Master Services Agreement (the "Agreement") executed by and between the parties and dated **December 19, 2018** and TruBridge is willing to provide such additional services;

NOW THEREFORE, it is mutually understood and agreed to by the parties that:

1. **Engagement for Additional Services:** TruBridge agrees to furnish, and Customer agrees to accept and pay for, the Service(s) as set forth in the Exhibit A attached hereto under the terms and conditions of the Agreement.
2. **Effective Date:**
  - A. **Business Services/IT Managed Services:** The Service Term for Business Services and IT Managed Services Exhibits A attached hereto, unless otherwise specified therein, shall be deemed to have commenced on the first day of the first month in which service is provided under the given Exhibit A. Upon expiration of a Business Service's or a Managed IT Service's initial service term, the Service shall be automatically extended on an annual basis unless at least sixty (60) days prior to the expiration date of the initial service term, or any extended term, either party gives written notice of its intent to terminate the Service.
  - B. **Consulting Services:** The Service Term for Consulting Services Exhibits A attached hereto, unless otherwise specified therein, shall be deemed to have commenced on the date of service commencement and shall remain in effect for the term specified in the given Service's Exhibit A.
3. **Charges:**
  - (a) **Service Fees:** Customer agrees to pay TruBridge the Service Fees set forth in Exhibit A. For the avoidance of doubt, unless otherwise expressly specified in an Exhibit A, the Service Fees specified in Exhibit A are in addition to Customer's existing monthly Service Fee obligations.
  - (b) **Fee Increases:** Notwithstanding anything in the Agreement to the contrary, Customer understands that Service Fees may be increased by TruBridge by not more than five percent (5%) on an annual basis without further notice.



## Master Services Agreement Service Addendum

4. **Inclusion in Agreement:** It is expressly understood and agreed that this Addendum and the Exhibit(s) A attached hereto are hereby incorporated into the Agreement by reference and, unless otherwise specified in an Exhibit A, all terms and conditions in the Agreement applicable to Letter(s) of Understanding shall apply to the attached Exhibit(s) A.
5. **Entire Addendum:** This Addendum, to include Exhibit A, sets forth the entire understanding of the parties hereto with respect to the subject matter contained herein and supersedes all other oral or written representations with respect to the same.
6. **Miscellaneous:** Except as may be specifically modified in this Addendum, all other terms and conditions of the Agreement that are in effect as of the date of this Addendum shall remain fully in force. In the event of a conflict between this Addendum and the Agreement or any prior addendum or amendment thereto, the terms and conditions of this Addendum shall govern and control. This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

*[Signature page follows]*



## Master Services Agreement Service Addendum

IN WITNESS WHEREOF, the parties hereto have executed this Service Addendum.

**MANGUM REGIONAL MEDICAL CENTER**

1 Wickersham Drive  
Mangum, OK 73554

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TRUBRIDGE, LLC**

54 Saint Emanuel Street  
Mobile, AL 36602

By: \_\_\_\_\_  
(Authorized Signature)

Name: Christopher L. Fowler  
(Printed)

Title: Chief Executive Officer

Date: \_\_\_\_\_



**Master Services Agreement**  
**Exhibit A**  
**Services and Service Fees**

**Business Service: Statement Processing**

**A. Services and Service Fees:**


1. **Services:** Statement Processing services will include:
  - Weekly processing of Customer's patient statements.
  - Connecting with the Customer's Thrive electronic health record to build and retrieve the statement file.
  - Printing all Customer designated statements, which may include; first time statements, cycle statements, physician statements, long-term statements, and collection letters.
  - Providing all forms and supplies required for printing.
  - Producing a customized statement.
  - Mailing all statements, inserting a return envelope, and providing postage.
  - Providing a summary statement activity report.
  - Making the statement file available on the Evident System for review.
  - Updating patient account detail with a note identifying the date and type of statement sent.
  - At Customer's option, processing Customer designated collection letters from the Thrive Collections Tickler System.
  
2. **Service Fees/Payment Schedule:**
  - a. **Service Activation Fee:** Due at signing \$ 1,100
  
  - b. **Statement Processing Fee:** Weekly per processed statement/collection letter
    - i. First Page 97¢
    - ii. Each Additional Page 6¢
  
  - c. **Statement Change Fee:** Per hour \$ 190  
 After creation and approval by Customer of the initial statement format, any requested changes in the statement format thereafter will incur a statement change fee.
  
  - d. **USPS Rate Increases:** United States Postal Service rate increases that affect this service shall be passed on to Customer effective as of the date the rate increase goes into effect.

**B. Service Term:**

Five (5) Years

**Hospital Vendor Contract Summary Sheet**

1.     Existing Vendor                       New Vendor
2.    **Name of Contract:** SparkLight Internet
3.    **Contract Parties:** MRMC/Sparklight
4.    **Contract Type Services:** Service
5.    **Impacted Hospital Departments:** Clinic
6.    **Contract Summary:** To provide back-up internet at the clinic.
7.    **Cost:** \$83.63/month
8.    **Prior Cost:** \$909.00/Month
9.    **Term:** Yearly
10.   **Termination Clause:** None
11.   **Other:**

		<b>Business Service Agreement</b>	
		Date: 2/8/2024 1:11 PM	
<b>Sparklight Business Account Rep:</b>	Deidra Salazar	<b>Sparklight System Address:</b>	
<b>Phone Number:</b>	(602) 364-6143	210 E Earll Drive	
<b>Fax Number:</b>	(888) 865-9703	Phoenix, AZ 85012	
<b>Customer Information</b>		<b>Authorized Customer Representative</b>	
<b>Company Name:</b>	MANGUM REG MED CTR	<b>Full Name:</b>	KELLEY MARTINEZ
<b>Street Address:</b>	118 S Louis Tittle Ave	<b>Billing Telephone:</b>	
<b>City/State/Zip:</b>	Mangum, OK, 73554-4441	<b>Fax:</b>	
<b>Billing Address:</b>	118 S Louis Tittle Ave	<b>Contact Number:</b>	4057774093
<b>City/State/Zip:</b>	MANGUM, OK 73554	<b>Email:</b>	kmartinez@chmcok.com
<b>Sparklight Account#</b>			

#### Taxes and Fees Not Included

#### Service

Service Description	Quantity
Business Internet 150	1
Business WiFi Plus	1
<b>Installation Charge(May Include Construction):</b>	\$0.00
<b>Term (In Months):</b>	12
<b>Total:</b>	\$83.63

#### Equipment

Description	Quantity	Unit Price	Total Fee
Modem Lease	1	\$10.99	\$10.99
eero Wi-Fi AP	1	\$8.00	\$8.00

#### Agreement

THE SERVICE CHARGES AND FEES TOTAL \$83.63 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITTED BY LAW.

By signing below, Customer represents and warrants to Sparklight that Customer has the authority to execute, deliver, and agrees to be bound by and comply with the terms of this Business Services Agreement and the General Terms and Conditions available at <https://business.sparklight.com/legal/general-terms>, which are incorporated herein by this reference (the "General Terms"). THE GENERAL TERMS INCLUDE AN ARBITRATION SECTION, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE BUSINESS

SERVICES AGREEMENT THROUGH ARBITRATION, AND BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP CERTAIN RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY. Sparklight may accept this Business Services Agreement by (a) countersigning below; or (b) commencing to deliver the Service(s) specified in this Business Services Agreement.

Customer Authorized Signature

Name (Print)

KELLEY MARTINEZ

Date



**AMENDMENT to the AGREEMENT  
Between  
Mangum Regional Medical Center and Humana**

This Amendment to the Physician Participation Agreement (“**Amendment**”) is hereby made and entered into by and between Mangum Regional Medical Center (“**Physician**”) and Humana Insurance Company, Humana Health Plan, Inc. and their affiliates that underwrite or administer health plans (“**Humana**”).

**WHEREAS, Physician and Humana** entered into a Physician Participation Agreement (“**Agreement**”) which was effective as of February 1, 2018.

**WHEREAS,** to the extent that this Amendment conflicts with the terms and conditions of the Agreement, including any prior amendments, addenda, exhibits, or attachments, this Amendment controls the relationship between the parties.

**WHEREAS,** any term not otherwise defined herein shall have the meaning as set forth in the Agreement.

**NOW THEREFORE,** in consideration of the mutual promises and covenants contained herein, the parties agree to amend the Agreement as follows:

1. **Physician** agrees to participate as a Participating Provider in Oklahoma Medicaid Network(s).
2. The Product Participation List Attachment is hereby incorporated herein.
3. The attached, OKLAHOMA MEDICAID PROVIDER REGULATORY ATTACHMENT, shall be added to and incorporated into the Agreement.
4. The attached, PAYMENT ATTACHMENT – OKLAHOMA MEDICAID, shall be added to and incorporated into the Agreement.

Except as specifically amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF,** the parties have the authority necessary to bind the entities identified herein and have executed this Amendment to be effective as of \_\_\_\_\_.

**PHYSICIAN**  
**Mangum City Hospital Authority**  
**dba Mangum Regional Medical Center**

**HUMANA**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID: 82-2087512

**PRODUCT PARTICIPATION LIST**

**ATTACHMENT**

**Physician** agrees to participate in the health benefits plan(s) selected below, whether self-funded or fully insured, that are offered or administered by **Humana**.

**Health Benefit Plans**

Commercial PPO Plans	X
Medicare PPO Plans	X
Medicare Network PFFS Plans	X
Medicare HMO Plans	X
Oklahoma Medicaid Plans	X

## OKLAHOMA MEDICAID PROVIDER REGULATORY ATTACHMENT

The following additional provisions apply specifically to **Humana's** Oklahoma Medicaid products and plans and are hereby incorporated by reference into the Agreement. The provisions in this Oklahoma Medicaid Provider Regulatory Attachment ("**Attachment**") are required by the Oklahoma Health Care Authority ("**OHCA**") to be included in agreements between **Humana** and **Hospital**. In the event of a conflict between the terms and conditions of the Agreement and this Attachment, the terms and conditions of this Attachment shall control as they apply to **Humana's** Oklahoma Medicaid products and plans.

### **1. DEFINITIONS FOR THIS ATTACHMENT:**

**1.1 Member:** A person enrolled in a **Humana** Oklahoma Medicaid managed care plan. Member may be referred to as patient, enrollee, client, customer, or beneficiary of Oklahoma's Medicaid products.

**1.2 Provider Agreement:** The provider participation agreement between **Humana** and **Hospital** to serve **Humana's** Members. This Attachment is attached to the Agreement. For purposes of this Attachment, "affiliate" means, when used with reference to a specific Humana Inc. organization, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Humana Inc. Under this Agreement, Humana Wisconsin Health Organization Insurance Corporation is an affiliate and licensee of the Oklahoma Insurance Department authorized to transact business within the State of Oklahoma.

**1.3 Contract:** The agreement between **Humana** and Oklahoma Health Care Authority ("**OHCA**") for the provision of benefits to Members.

**1.4 Covered Services:** Medically necessary services for which benefits are payable under a Oklahoma Health Care Authority Medicaid managed care plan and pursuant to the Contract.

**1.5 State:** The State of Oklahoma or any other State of Oklahoma regulator authorized to oversee Sooner Select.

**1.6 Sooner Select:** The Oklahoma Medicaid medical assistance and benefit program under the Ensuring Access to Medicaid Act (56 O.S. 2021, Section 4002.1 et al.), as amended, Oklahoma Statute Title 56 et al., as amended, applicable Oklahoma Statutes and Oklahoma Administrative Code, and federal laws and regulations.

**1.7 Regulatory Rules:** All applicable statutes, codes, regulations, including, but not limited to, 42 C.F.R. 422; 438 et al.; Oklahoma Statute Title 56 et al., including but not limited to 56 O.S. 2021, Section 4002.1 et al.; Oklahoma Administrative Code, including but not limited to Title 317 et al.; OHCA policy, guidance, and program requirements issued by the State including without limitation the Request for Proposals Solicitation Number 8070000052 and OHCA Sooner Select policies and program manuals and guides.

### **2. GENERAL:**

**2.1 Humana** shall be responsible for maintaining the Agreement in accordance with 42.C.F.R. § 438.214.

**2.2** Notwithstanding anything to the contrary in the Provider Agreement, **Humana** may modify this Attachment to include provision(s) required by OHCA by providing thirty (30) days' advance written notice to **Hospital**, or any such shorter notice if required by OHCA. Upon the conclusion of the notice period, the provision(s) set forth in the notice shall be incorporated into the Provider Agreement as if fully set forth therein and shall be binding on the parties. **Humana** will secure OHCA's approval prior to

any such updates becoming effective. A current version of this Attachment is available in the online **Humana** Oklahoma Medicaid Provider Manual.

**2.3 Incorporation of Contract.** All applicable provisions of the Contract and other requirements imposed by the OHCA on SoonerSelect or similar Medicaid benefit offered in Oklahoma and administered by Humana are incorporated herein and shall at all times be administered in accordance and consistent with the Contract. Contract requirements that are not set forth in this underlying Agreement are included in Exhibits, Schedules, Attachments, and Addendums to this Agreement and include the applicable Contract requirements attached hereto. Notwithstanding the foregoing, any Contract requirements applicable to the performance of this Agreement by **Humana** or **Hospital** (or its delegate or subcontractor) shall bind **Humana** and **Hospital** whether or not expressly set forth herein. **Hospital** agrees to comply with all applicable terms and conditions of the Contract as well as all Regulatory Rules and applicable OHCA and federal statutes, regulations, policies, procedures and rules.

**2.4 Hospital** certifies that **Hospital** and its principals, employees, agents and subcontractors have not been excluded, suspended, or debarred from participation in any federally funded health care program or the Oklahoma Medicaid program.

**2.5** OHCA shall have the right to amend these regulatory requirements as it deems necessary.

**2.6** Notwithstanding anything to the contrary in the Agreement, parties represent, independently and not on behalf of the other, each respectively: (i) is properly licensed and insured per State limits, (ii) is legally organized and validly existing under Regulatory Rules, (iii) is in good standing with the State, and (iv) intends to transact intrastate business within the State of Oklahoma.

### **3. PROVDER REQUIRED PROVISIONS:**

**3.1 Hospital** shall indemnify and hold the State and OHCA harmless from all claims, losses, or suits relating to activities undertaken by the **Hospital** pursuant to the Contract.

**3.2** If the OHCA determines that any provision in the Agreement conflicts with the Contract, such provision shall be null and void and all other provisions shall remain in full force and effect.

**3.3 Hospital** is not a third-party beneficiary **Hospital** is not a third-party beneficiary to the Contract. **Hospital** shall be considered an independent contractor performing services as outlined in the Contract.

**3.4 Hospital** shall maintain through the terms of the Agreement and at its own expense professional and comprehensive general liability and medical malpractice insurance at no less than OHCA minimums, as directed.

**3.5 Hospital** agrees to adhere to all **Humana** credentialing and recredentialing and State enrollment requirements under the Agreement and Regulatory Rules, without limitation **Humana** Manual and State Manuals.

### **4. MARKETING:**

**4.1** The **Hospital** shall adhere to the Regulatory Rules marketing restrictions as applicable and requirements described in the Contract.

**4.2** In accordance with § 1932 (b)(3)(A) of the Social Security Act, **Humana** shall not prohibit or otherwise restrict **Hospital** acting within the scope of the **Hospital's** license from advising or advocating on behalf of Members for the following:

- a. Member health status, medical care or treatment options, including any alternative treatment that may be self-administered;
- b. Any information a Member needs to decide among all relevant treatment options;

- c. The risks, benefits and consequences of treatment or non-treatment; or
- d. Member's right to participate in decisions regarding Member's health care, including the right to refuse treatment and to express preferences about future treatment decisions.

## 5. **PROVISION OF SERVICES:**

**5.1 Hospital** shall provide Members all Covered Services that are within the normal scope of and in accordance with **Hospital's** licenses and/or certifications, and Members access to those Covered Services through making appointments or otherwise making contact with the **Hospital**.

**5.2** Any **Hospital**, including **Hospital** ordering or referring a Covered Service, must have a National Provider Identifier (NPI), to the extent such **Hospital** is not an atypical provider as defined by CMS.

**5.3 Hospital** shall meet applicable appointment waiting time standards set forth in the Contract and Regulatory Rules which include:

- a. For Adult and Pediatric Primary Care Providers ("PCP's"):
  - i. Not to exceed thirty (30) days from the date of request for routine appointments;
  - ii. Within seventy-two (72) hours for non-urgent sick visits;
  - iii. Within twenty-four (24) hours for urgent care.
  - iv. Each PCP shall allow for at least some same-day appointments to meet acute care needs.
- b. For OB/GYN Providers:
  - i. Not to exceed thirty (30) days from the date of request for routine appointments;
  - ii. Within seventy-two (72) hours for non-urgent sick visits;
  - iii. Within twenty-four (24) hours for urgent care.

For maternity care:

  - i. First Trimester – Not to exceed fourteen (14) calendar days;
  - ii. Second Trimester – Not to exceed seven (7) calendar days;
  - iii. Third Trimester – Not to exceed three (3) calendar days.
- c. For Adult and Pediatric Specialty Providers:
  - i. Not to exceed sixty (60) days from the date of request for routine appointments;
  - ii. Within twenty-four (24) hours for urgent care.
- d. For Adult and Pediatric Mental Health and Substance Use Providers:
  - i. Not to exceed thirty (30) days from the date of request for routine appointments;
  - ii. Within seven (7) days for residential care and hospitalization;
  - iii. Within twenty-four (24) hours for urgent care.

## 6. **TERMINATION:**

**6.1 Humana** may deny, refuse to renew or terminate any Provider Agreement in accordance with the terms of the Contract and any applicable statutes and regulations.

**6.2 Humana** and **Hospital** shall have the right to terminate the Provider Agreement . Either party may terminate the Provider Agreement for cause with thirty (30) Days advance written notice to the other party and without cause with sixty (60) Days advance written notice to the other party.

**6.3** In the event of termination of the Agreement, the **Hospital** shall immediately make available to OHCA or its designated representative in a usable form any or all records whether medically or financially related to the terminated **Hospital's** activities undertaken pursuant to the Provider Agreement and that the provision of such records shall be at no expense to OHCA.

**6.4** OHCA shall have the right to direct **Humana** to terminate any Provider Agreement if OHCA determines that termination is in the best interest of the State of Oklahoma.

**6.5** OHCA shall have the right to deny enrollment or terminate a Provider Agreement with a **Hospital** as provided under State and/or federal law.

**7. MEMBER SERVICES:**

**7.1 Hospital** shall abide by Member rights and responsibilities denoted in the **Contract**. A listing of Member rights and responsibilities may be found within the Humana Healthy Horizons in Oklahoma Provider Policies and Procedures Manual available on Humana's website <https://www.Humana.com/provider/news/publications>

**7.2 Hospital** shall display notices of Member Rights to Grievances, Appeals, and State Fair Hearings in public areas of the **Hospital's** facility/facilities in accordance with all State requirements and any subsequent amendments.

**7.3 Hospital** shall provide physical access, reasonable accommodations, and accessible equipment for Members with physical or mental disabilities, in accordance with 42 C.F.R. § 438.206(c)(3).

**7.4 Hospital** shall accommodate the presence of interpreters in accordance with SoonerSelect.

**7.5 Hospital** in accordance with § 1932(b)(6) of The Act and 42 C.F.R. §§ 438.3(k) and 438.230(c)(1)-(2), shall hold Member harmless for the costs of covered services except for any applicable Co-payment amount allowed by OHCA.

**7.6 Hospital** shall render emergency services without the requirement of prior authorization.

**7.7** Member information shall be kept confidential, as defined by State and federal laws, regulations, and policy.

**7.8 Hospital** agrees to comply with necessary and authorized Member communications, movement, and/or re-assignment, as required or compelled by the State or authorized enforcement body under the Regulatory Rules.

**7.9 Tobacco Free Requirements:** **Hospital** shall be required to implement and provide a tobacco-free campus in accordance with the standards of the Tobacco Free policy of the State of Oklahoma 63 O. S. § 1-1523 and Executive Order 2013-43.

**8. RECORDS MAINTENANCE AND AUDIT REQUIREMENTS:**

**8.1 Hospital** shall maintain an adequate record system for recording services and all other commonly accepted information elements, including but not limited to: charges, dates and records necessary for evaluation of the quality, appropriateness and timeliness of services performed. Members and their representatives shall be given access to and can request copies of the Members' medical records to the extent and in the manner provided under State or federal law.

**8.2 Hospital** shall maintain all records related to services provided to Members for a ten-year period. In addition, **Hospital** shall make all Member medical records or other service records available for any quality reviews that may be conducted by **Humana**, OHCA or its designated agent(s) during and after the term of the Provider Agreement.

**8.3** In accordance with 42 C.F.R. § 438.208(b)(5), **Hospital** shall furnish services to Members to maintain and share Member health records in accordance with professional standards.

**8.4 Hospital** with CMS certified Electronic Health Records (EHR) systems shall connect to the State Health Information Exchange (HIE) for the purpose of bi-directional health data exchange. **Hospital** who

do not have a certified EHR shall be required to use the State HIE provider portal to query patient data for enhanced patient care.

**8.5** If **Hospital** does not have an EHR, they must still sign a participation agreement with the State HIE and sign up for direct secure messaging services and portal access so that clinical information can be shared securely with other providers in their community of care.

**8.6 Hospital** shall sign a participation agreement with the State HIE within one month of contract signing.

**8.7** Authorized representatives of OHCA and other State or federal agencies shall have reasonable access to facilities and records for audit purposes during and after the term of the Provider Agreement.

**8.8 Hospital** shall release to **Humana** any information necessary to monitor **Hospital** performance on an ongoing and periodic basis.

**8.9** Network hospitals, long term care facilities and emergency departments (EDs) shall send electronic patient event notifications of a patient's admission, discharge, and/or transfer (ADT) to the state HIE.

## **9. QUALITY AND UTILIZATION MANGEMENT:**

**9.1 Humana** shall monitor utilization of the quality of services delivered under the Provider Agreement. **Hospital** shall participate and cooperate with any internal and external QM/QI monitoring, utilization review, peer review and/or appeal procedures established by OHCA and/or **Humana** and shall participate in any corrective action processes that will be taken where necessary to improve quality of care.

**9.2 Hospital** shall timely submit all reports, clinical information, and encounter data required by **Humana** and OHCA.

**9.3 Hospital** shall participate and cooperate in internal and external quality management or quality improvement activities, such as, monitoring, utilization review, peer review and/or appeal procedures established by **Humana** and/or OCHA.

**9.4 Hospital** shall follow the standards for medical necessity as required under the Contract and the Regulatory Rules.

**9.5 Hospital** and Humana agree to participate in **Humana** and OHCA directed and facilitated advisory board.

## **10. PROGRAM INTEGRITY:**

**10.1** As a condition of receiving any amount of payment, **Hospital** shall comply with program integrity requirements of the Contract and the Regulatory Rules, as applicable.

**10.2 Hospital** shall agree that no person, on the grounds of disability, age, race, color, religion, sex, bisexual orientation, gender identity, or national origin, shall be excluded from participation in, or be denied benefits of **Humana's** program or otherwise subjected to discrimination in the performance of the Provider Agreement with **Humana** or in the employment practices of the **Hospital**.

**10.3 Hospital** shall identify Members in a manner which will not result in discrimination against the Member in order to provide or coordinate the provision of Covered Services.

**10.4 Hospital** shall not use discriminatory practices with regard to Members such as separate waiting rooms, separate appointment days or preference to private pay patients.

**10.5 Hospital** shall take adequate steps to promote the delivery of services in a culturally competent manner to Members, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities and regardless of gender, sexual orientation or gender identity.

**10.6 Hospital** shall comply with all State and federal law/requirements for database screening and criminal background checks of new hires and current employees and staff who have direct contact with Members and/or access to Members' Protected Health Information. **Hospital** are prohibited from employing or contracting with individuals or entities that are excluded or debarred from participation in Medicare, Medicaid or any federal health care program as further detailed in Section "Prohibited Affiliations and Exclusions" of the Contract.

**10.7 Hospital** shall conduct initial screenings and criminal background checks and comply with ongoing monitoring requirements of all employees and contractors in accordance with State and federal law. The **Hospital** shall be required to immediately report to **Humana** any exclusion information discovered.

**11. PROVIDER COMPLIANCE PROGRAM:**

**11.1 Hospital** agrees to maintain and update, as required, its compliance program with no less than written policies and procedures of its business model, roles and responsibilities of its treating and member-facing personnel, organizational chart, succession planning, ownership, background checks for all personnel, fraud, waste, and abuse reporting protocols, and a plan for fraud, waste, and abuse employee training as required.

**12. CLAIMS AND PAYMENT:**

**12.1 Hospital** shall promptly submit all information needed for **Humana** to make payment for authorized items, services, or procedures under Member's Oklahoma health benefit plan.

**12.2 Hospital** shall submit timely, complete, and accurate encounter claims in accordance with the Contract and Regulatory Rules.

**12.3 Hospital** shall submit all claims that do not involved a third-party payer for services rendered to **Humana's** Members within one hundred and eighty (180) days or less from the date of service. Resubmitted claims, when applicable, shall be submitted within an additional one hundred and eighty (180) days from the date of service.

**12.4 Humana** shall make timely payment to the **Hospital** for Covered Services upon approval of a clean claim properly submitted by the **Hospital** within the required timeframes. **Humana** shall only accept uniform claim forms submitted by **Hospital** that have been approved by the Administration and completed according to Administration guidelines.

**12.5 Hospital** shall accept payment from **Humana** as payment for services performed and cannot request payment from the Administration or the Member, unless the Member is required to pay a Copayment for the servicerendered.

**12.6 Humana** will provide at least thirty (30) days written notice to **Hospital** prior to any change in payment structure or reimbursement amount, unless mandated otherwise by OHCA upon which **Humana** will notify **Hospital** of the effective date of change. The written notice will contain clear and detailed information about the change and will not be retroactive, unless mandated by Administration.

**12.7 Hospital** shall adhere to the responsibilities and prohibited activities regarding SoonerSelect program cost sharing. When the covered service provided requires a copayment, as allowed by **Humana**, the **Hospital** may charge the Member only the amount of the allowed copayment, which cannot exceed the copayment amount allowed by OHCA. **Hospital** shall accept payment made by **Humana** as payment in full for Covered Services, and the **Hospital** shall not solicit or accept any surety or guarantee of payment from the Member, OHCA or the State.



**12.8 Hospital** shall be obligated to identify Member third party liability coverage, including Medicare and long-term care insurance as applicable; and except as otherwise required, the **Hospital** shall seek such third party liability payment before submitting claims to **Humana** by making all reasonable attempts, but no less than three good faith, documented attempts to pursue Third Party Liability of Members.

**13. GRIEVANCES AND APPEALS:**

**13.1** In accordance with the Agreement and Regulatory Rules, including but not limited to 42 C.F.R. §§ 438.414 and 438.10(g)(2)(xi), the **Hospital** has the right to file an internal appeal with **Humana** regarding denial of the following:

- a. A health care service;
- b. Timely submitted claim for reimbursement;
- c. Payment to **Hospital** on **Hospital's** clean claim.

Members may file a grievance at any time, but an appeal must be filed within sixty (60) days of notice of the adverse determination which the Member wishes to appeal. Assistance from Humana is available to Members for filing grievance and appeals. Members have a right to request a State Fair Hearing after Humana has made an adverse determination on the Member's appeal. Members have a right to request continuation of the benefits subject to the appeal or State filing, subject to timing requirements of the filing; and Members may be liable for the cost of any continued benefits while the appeal or State filing is pending if the final decision upholds **Humana's** adverse determination.

**13.2 Humana** shall take no punitive action against a **Hospital** who either requests an expedited resolution or supports a Member's grievance or appeal. Additional details on grievance and appeals process may be found within **Humana's** Oklahoma Provider Manual available on **Humana's** website (<https://www.humana.com/provdier/news/publications>).

**14. PROVISIONS APPLICABLE TO PRIMARY CARE PROVIDERS:**

**14.1** If **Hospital** is considered a Primary Care Provider ("PCP"), **Hospital** shall also be responsible for the following:

- a. Deliver primary care services and follow-up care;
- b. Utilize and practice evidence-based medicine and clinical decision supports;
- c. Screen Members for behavioral health disorders and conditions;
- d. Make referrals for specialty care and other Covered Services and, when applicable, work with **Humana** to allow Members to directly access a specialist as appropriate for a Member's condition and identified needs;
- e. Maintain a current medical record for the Member;
- f. Use health information technology to support care delivery;
- g. Provide care coordination in accordance with the Member's care plan, as applicable based on **Humana's** Risk Stratification Level Framework, and in cooperation with Member's care manager;
- h. Ensure coordination and continuity of care with **Hospital**, including but not limited to specialists and behavioral health **Hospital**;
- i. Engage in active participation with the Member and the Member's family, authorized representative or personal support, when appropriate, in health care decision-making, feedback and care plan development;
- j. Provide access to medical care 24-hours per day, seven days a week, either directly or through coverage arrangements made with other **Hospital**, clinics and/or local hospitals;
- k. Provide enhanced access to care, including extended office hours outside normal business hours and facilitating use of open scheduling and same-day appointments where possible; and
- l. Participate in continuous quality improvement and voluntary performance measures established by **Humana** and/or OHCA.

**14.2** If the **Hospital** is eligible for participation in the Vaccines for Children program, **Hospital** shall comply with all program requirements as defined by OHCA.

**15. MENTAL HEALTH PARITY:**

**15.1 Humana** and **Hospital** must comply with applicable requirements of the Mental Health Parity and Addiction Equity Act of 2008 and 42 C.F.R. 438 Subpart K, including the requirements that treatment limitations applicable to mental health or substance abuse disorder benefits are no more restrictive than the predominant treatment limitations applied to substantially all medical and surgical benefits covered by **Humana** and there are no separate treatment limitations that are applicable only with respect to mental health or substance use disorder benefits.

**16. PROVISIONS APPLICABLE TO BEHAVIORAL HEALTH SERVICE PROVIDERS:**

**16.1** Behavioral Health Providers providing inpatient psychiatric services to Members shall schedule the Member for outpatient follow-up or continuing treatment prior to discharge from the inpatient setting with the outpatient treatment occurring within seven calendar days from the date of discharge.

**16.2** Behavioral Health **Hospital** shall complete the OHCA Customer Data Core (CDC) form located at [http://www.odmhsas.org/picis/CDCPAForms/arc\\_CDCPA\\_Forms.htm](http://www.odmhsas.org/picis/CDCPAForms/arc_CDCPA_Forms.htm) as a condition of payment for services provided under the Contract.

**16.3** Behavioral Health **Hospital** shall provide treatment to pregnant Members who are intravenous drug users and all other pregnant substance users within 24 hours of assessment.

**16.4 Humana** shall obtain the appropriate Member releases to share clinical information and Member health records with community-based behavioral health **Hospital**, as requested, consistent with all State and federal confidentiality requirements and in accordance with **Humana** policy and procedures.

**17. PROVISIONS APPLICABLE TO PROVIDERS WITH LABORATORY SERVICES:**

**17.1 Hospital** with laboratory testing sites shall either have a Clinical Laboratory Improvement Amendments (CLIA) certificate or waiver of a certificate of registration along with a CLIA identification number. **Humana** shall be responsible for maintaining a comprehensive network of independent and other laboratories that ensures laboratories are accessible to all Members.

**18. NON-ALLOWABLE PROVISIONS:**

**18.1** Any non-compete contractual provision (that prohibits **Hospital** from entering into a contractual relationship with another managed care organization or Indian Managed Care Entity) between **Hospital** and **Humana** shall not apply to the Oklahoma Medicaid line of business.

**18.2** The parties acknowledge and agree that nothing contained in this Agreement is intended to disrupt the **Hospital** and **Member** relationship, and **Hospital** acknowledges that all patient care and related decisions are the responsibility of the **Hospital** and attending physicians, and that **Humana** does not dictate or control clinical decisions with respect to the behavioral health care or treatment of Members.

**PAYMENT ATTACHMENT – OKLAHOMA MEDICAID**

**Provider** agrees to accept as payment in full from **Humana** one hundred percent (100%) of the current Oklahoma Medicaid Fee Schedule, or **Provider's** usual and customary charges, whichever is less, for Oklahoma Medicaid **Covered Services** rendered to **Humana** Oklahoma Medicaid **Members**, less any applicable copayment, coinsurance, or deductible due from a **Member**.

For purposes of this Payment Attachment, "Oklahoma Medicaid Fee Schedule" shall mean the Medicaid fee-for-service fee schedule set and determined by the Oklahoma Health Care Authority ("OHCA")

In addition, **Provider** understands and agrees that the Oklahoma Medicaid Fee Schedule reimbursement rate shall be the reimbursement rate in effect on the date of service the **Covered Services** are rendered.

**OWNERSHIP DISCLOSURE FORM**

**Provider:**

\_\_\_\_\_ (Must be identical to the name shown on the Cover Sheet.)

**STATUS:**

- \_\_\_\_\_ Sole Proprietorship
- \_\_\_\_\_ Professional Association
- \_\_\_\_\_ Partnership or Limited Liability Company
- \_\_\_\_\_ Corporation

List names and addresses of all principals and indicate percent of ownership, if applicable. ("Principal" means any shareholder, officer, director, partner, member, manager, joint venturer or anyone else having an ownership in or managerial control over IPA.) Attach additional sheets if necessary.

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**Hospital Vendor Contract Summary Sheet**

1.     Existing Vendor                       New Vendor
2.    **Name of Contract:** Humana Health Plan
3.    **Contract Parties:** MRMC Hospital/Humana
4.    **Contract Type Services:** Service Agreement
5.    **Impacted Hospital Departments:** Hospital Patient Care
6.    **Contract Summary:** Provides an agreement with Humana for the hospital to participate in the Oklahoma Medicaid Network. This agreement outlines terms and conditions with fee for services rendered.
7.    **Cost:** No Cost
8.    **Prior Cost:** None
9.    **Term:**
10.   **Termination Clause:** 30 days for cause and 60 days without cause by either party.
11.   **Other:**

**AMENDMENT to the AGREEMENT  
Between  
Magnum Regional Medical Center and Humana**

This Amendment to the Hospital Participation Agreement ("**Amendment**") is hereby made and entered into by and between **Magnum Regional Medical Center ("Hospital")** and **Humana Insurance Company and Humana Health Plan, Inc. ("Humana")**.

**WHEREAS, Hospital and Humana** entered into a Hospital Participation Agreement ("Agreement") which was effective as of February 1, 2018.

**WHEREAS**, to the extent that this Amendment conflicts with the terms and conditions of the Agreement, including any prior amendments, addenda, exhibits, or attachments, this Amendment controls the relationship between the parties.

**WHEREAS**, any term not otherwise defined herein shall have the meaning as set forth in the Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree to amend the Agreement as follows:

1. **Hospital** agrees to participate as a Participating Provider in Oklahoma Medicaid Network(s).
2. The Product Participation List Attachment is hereby incorporated herein.
3. The attached, OKLAHOMA MEDICAID PROVIDER REGULATORY ATTACHMENT, shall be added to and incorporated into the Agreement.
4. The attached, PAYMENT ATTACHMENT – OKLAHOMA MEDICAID, shall be added to and incorporated into the Agreement.

Except as specifically amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have the authority necessary to bind the entities identified herein and have executed this Amendment to be effective as of

**HOSPITAL**

**HUMANA**

Legal Entity: **Mangum City Hospital Authority dba  
Magnum Regional Medical Center**

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Tax ID: 822087512

**PRODUCT PARTICIPATION LIST**

**ATTACHMENT**

**Hospital** agrees to participate in the health benefits plan(s) selected below, whether self-funded or fully insured, that are offered or administered by **Humana**.

**Health Benefit Plans**

Medicare PPO Plans	X
Medicare Network PFFS Plans	X
Medicare HMO Plans	X
Oklahoma Medicaid Plans	X



## OKLAHOMA MEDICAID PROVIDER REGULATORY ATTACHMENT

The following additional provisions apply specifically to **Humana's** Oklahoma Medicaid products and plans and are hereby incorporated by reference into the Agreement. The provisions in this Oklahoma Medicaid Provider Regulatory Attachment ("**Attachment**") are required by the Oklahoma Health Care Authority ("OHCA") to be included in agreements between **Humana** and **Hospital**. In the event of a conflict between the terms and conditions of the Agreement and this Attachment, the terms and conditions of this Attachment shall control as they apply to **Humana's** Oklahoma Medicaid products and plans.

### **1. DEFINITIONS FOR THIS ATTACHMENT:**

**1.1 Member:** A person enrolled in a **Humana** Oklahoma Medicaid managed care plan. Member may be referred to as patient, enrollee, client, customer, or beneficiary of Oklahoma's Medicaid products.

**1.2 Provider Agreement:** The provider participation agreement between **Humana** and **Hospital** to serve **Humana's** Members. This Attachment is attached to the Agreement. For purposes of this Attachment, "affiliate" means, when used with reference to a specific Humana Inc. organization, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Humana Inc. Under this Agreement, Humana Wisconsin Health Organization Insurance Corporation is an affiliate and licensee of the Oklahoma Insurance Department authorized to transact business within the State of Oklahoma.

**1.3 Contract:** The agreement between **Humana** and Oklahoma Health Care Authority ("OHCA") for the provision of benefits to Members.

**1.4 Covered Services:** Medically necessary services for which benefits are payable under a Oklahoma Health Care Authority Medicaid managed care plan and pursuant to the Contract.

**1.5 State:** The State of Oklahoma or any other State of Oklahoma regulator authorized to oversee Sooner Select.

**1.6 Sooner Select:** The Oklahoma Medicaid medical assistance and benefit program under the Ensuring Access to Medicaid Act (56 O.S. 2021, Section 4002.1 et al.), as amended, Oklahoma Statute Title 56 et al., as amended, applicable Oklahoma Statutes and Oklahoma Administrative Code, and federal laws and regulations.

**1.7 Regulatory Rules:** All applicable statutes, codes, regulations, including, but not limited to, 42 C.F.R. 422; 438 et al.; Oklahoma Statute Title 56 et al., including but not limited to 56 O.S. 2021, Section 4002.1 et al.; Oklahoma Administrative Code, including but not limited to Title 317 et al.; OHCA policy, guidance, and program requirements issued by the State including without limitation the Request for Proposals Solicitation Number 8070000052 and OHCA Sooner Select policies and program manuals and guides.

### **2. GENERAL:**

**2.1 Humana** shall be responsible for maintaining the Agreement in accordance with 42.C.F.R. § 438.214.

**2.2** Notwithstanding anything to the contrary in the Provider Agreement, **Humana** may modify this Attachment to include provision(s) required by OHCA by providing thirty (30) days' advance written notice to **Hospital**, or any such shorter notice if required by OHCA. Upon the conclusion of the notice period, the provision(s) set forth in the notice shall be incorporated into the Provider Agreement as if fully set forth therein and shall be binding on the parties. **Humana** will secure OHCA's approval prior to any such updates becoming effective. A current version of this Attachment is available in the online **Humana** Oklahoma Medicaid Provider Manual.

**2.3 Incorporation of Contract.** All applicable provisions of the Contract and other requirements imposed by the OHCA on SoonerSelect or similar Medicaid benefit offered in Oklahoma and administered by Humana are incorporated herein and shall at all times be administered in accordance and consistent with the Contract. Contract requirements that are not set forth in this underlying

Agreement are included in Exhibits, Schedules, Attachments, and Addendums to this Agreement and include the applicable Contract requirements attached hereto. Notwithstanding the foregoing, any Contract requirements applicable to the performance of this Agreement by **Humana** or **Hospital** (or its delegate or subcontractor) shall bind **Humana** and **Hospital** whether or not expressly set forth herein. **Hospital** agrees to comply with all applicable terms and conditions of the Contract as well as all Regulatory Rules and applicable OHCA and federal statutes, regulations, policies, procedures and rules.

**2.4 Hospital** certifies that **Hospital** and its principals, employees, agents and subcontractors have not been excluded, suspended, or debarred from participation in any federally funded health care program or the Oklahoma Medicaid program.

**2.5 OHCA** shall have the right to amend these regulatory requirements as it deems necessary.

**2.6** Notwithstanding anything to the contrary in the Agreement, parties represent, independently and not on behalf of the other, each respectively: (i) is properly licensed and insured per State limits, (ii) is legally organized and validly existing under Regulatory Rules, (iii) is in good standing with the State, and (iv) intends to transact intrastate business within the State of Oklahoma.

### **3. PROVDER REQUIRED PROVISIONS:**

**3.1 Hospital** shall indemnify and hold the State and OHCA harmless from all claims, losses, or suits relating to activities undertaken by the **Hospital** pursuant to the Contract.

**3.2** If the OHCA determines that any provision in the Agreement conflicts with the Contract, such provision shall be null and void and all other provisions shall remain in full force and effect.

**3.3 Hospital** is not a third-party beneficiary **Hospital** is not a third-party beneficiary to the Contract. **Hospital** shall be considered an independent contractor performing services as outlined in the Contract.

**3.4 Hospital** shall maintain through the terms of the Agreement and at its own expense professional and comprehensive general liability and medical malpractice insurance at no less than OHCA minimums, as directed.

**3.5 Hospital** agrees to adhere to all **Humana** credentialing and recredentialing and State enrollment requirements under the Agreement and Regulatory Rules, without limitation **Humana** Manual and State Manuals.

### **4. MARKETING:**

**4.1** The **Hospital** shall adhere to the Regulatory Rules marketing restrictions as applicable and requirements described in the Contract.

**4.2** In accordance with § 1932 (b)(3)(A) of the Social Security Act, **Humana** shall not prohibit or otherwise restrict **Hospital** acting within the scope of the **Hospital's** license from advising or advocating on behalf of Members for the following:

- a. Member health status, medical care or treatment options, including any alternative treatment that may be self-administered;
- b. Any information a Member needs to decide among all relevant treatment options;
- c. The risks, benefits and consequences of treatment or non-treatment; or
- d. Member's right to participate in decisions regarding Member's health care, including the right to refuse treatment and to express preferences about future treatment decisions.

### **5. PROVISION OF SERVICES:**

**5.1 Hospital** shall provide Members all Covered Services that are within the normal scope of and in accordance with **Hospital's** licenses and/or certifications, and Members access to those Covered Services through making appointments or otherwise making contact with the **Hospital**.

**5.2** Any **Hospital**, including **Hospital** ordering or referring a Covered Service, must have a National Provider Identifier (NPI), to the extent such **Hospital** is not an atypical provider as defined by CMS.

**5.3 Hospital** shall meet applicable appointment waiting time standards set forth in the Contract and Regulatory Rules which include:

- a. For Adult and Pediatric Primary Care Providers (“PCP’s):
  - i. Not to exceed thirty (30) days from the date of request for routine appointments;
  - ii. Within seventy-two (72) hours for non-urgent sick visits;
  - iii. Within twenty-four (24) hours for urgent care.
  - iv. Each PCP shall allow for at least some same-day appointments to meet acute care needs.
- b. For OB/GYN Providers:
  - i. Not to exceed thirty (30) days from the date of request for routine appointments;
  - ii. Within seventy-two (72) hours for non-urgent sick visits;
  - iii. Within twenty-four (24) hours for urgent care.

For maternity care:

  - i. First Trimester – Not to exceed fourteen (14) calendar days;
  - ii. Second Trimester – Not to exceed seven (7) calendar days;
  - iii. Third Trimester – Not to exceed three (3) calendar days.
- c. For Adult and Pediatric Specialty Providers:
  - i. Not to exceed sixty (60) days from the date of request for routine appointments;
  - ii. Within twenty-four (24) hours for urgent care.
- d. For Adult and Pediatric Mental Health and Substance Use Providers:
  - i. Not to exceed thirty (30) days from the date of request for routine appointments;
  - ii. Within seven (7) days for residential care and hospitalization;
  - iii. Within twenty-four (24) hours for urgent care.

## **6. TERMINATION:**

**6.1 Humana** may deny, refuse to renew or terminate any Provider Agreement in accordance with the terms of the Contract and any applicable statutes and regulations.

**6.2 Humana** and **Hospital** shall have the right to terminate the Provider Agreement . Either party may terminate the Provider Agreement for cause with thirty (30) Days advance written notice to the other party and without cause with sixty (60) Days advance written notice to the other party.

**6.3** In the event of termination of the Agreement, the **Hospital** shall immediately make available to OHCA or its designated representative in a usable form any or all records whether medically or financially related to the terminated **Hospital’s** activities undertaken pursuant to the Provider Agreement and that the provision of such records shall be at no expense to OHCA.

**6.4** OHCA shall have the right to direct **Humana** to terminate any Provider Agreement if OHCA determines that termination is in the best interest of the State of Oklahoma.

**6.5** OHCA shall have the right to deny enrollment or terminate a Provider Agreement with a **Hospital** as provided under State and/or federal law.

## **7. MEMBER SERVICES:**

**7.1 Hospital** shall abide by Member rights and responsibilities denoted in the **Contract**. A listing of Member rights and responsibilities may be found within the Humana Healthy Horizons in Oklahoma Provider Policies and Procedures Manual available on Humana’s website <https://www.Humana.com/provider/news/publications>

**7.2 Hospital** shall display notices of Member Rights to Grievances, Appeals, and State Fair Hearings in public areas of the **Hospital's** facility/facilities in accordance with all State requirements and any subsequent amendments.

**7.3 Hospital** shall provide physical access, reasonable accommodations, and accessible equipment for Members with physical or mental disabilities, in accordance with 42 C.F.R. § 438.206(c)(3).

**7.4 Hospital** shall accommodate the presence of interpreters in accordance with SoonerSelect.

**7.5 Hospital** in accordance with § 1932(b)(6) of The Act and 42 C.F.R. §§ 438.3(k) and 438.230(c)(1)-(2), shall hold Member harmless for the costs of covered services except for any applicable Co-payment amount allowed by OHCA.

**7.6 Hospital** shall render emergency services without the requirement of prior authorization.

**7.7** Member information shall be kept confidential, as defined by State and federal laws, regulations, and policy.

**7.8 Hospital** agrees to comply with necessary and authorized Member communications, movement, and/or re-assignment, as required or compelled by the State or authorized enforcement body under the Regulatory Rules.

**7.9 Tobacco Free Requirements: Hospital** shall be required to implement and provide a tobacco-free campus in accordance with the standards of the Tobacco Free policy of the State of Oklahoma 63 O. S. § 1-1523 and Executive Order 2013-43.

## **8. RECORDS MAINTENCE AND AUDIT REQUIREMNTS:**

**8.1 Hospital** shall maintain an adequate record system for recording services and all other commonly accepted information elements, including but not limited to: charges, dates and records necessary for evaluation of the quality, appropriateness and timeliness of services performed. Members and their representatives shall be given access to and can request copies of the Members' medical records to the extent and in the manner provided under State or federal law.

**8.2 Hospital** shall maintain all records related to services provided to Members for a ten-year period. In addition, **Hospital** shall make all Member medical records or other service records available for any quality reviews that may be conducted by **Humana**, OHCA or its designated agent(s) during and after the term of the Provider Agreement.

**8.3** In accordance with 42 C.F.R. § 438.208(b)(5), **Hospital** shall furnish services to Members to maintain and share Member health records in accordance with professional standards.

**8.4 Hospital** with CMS certified Electronic Health Records (EHR) systems shall connect to the State Health Information Exchange (HIE) for the purpose of bi-directional health data exchange. **Hospital** who do not have a certified EHR shall be required to use the State HIE provider portal to query patient data for enhanced patient care.

**8.5** If **Hospital** does not have an EHR, they must still sign a participation agreement with the State HIE and sign up for direct secure messaging services and portal access so that clinical information can be shared securely with other providers in their community of care.

**8.6 Hospital** shall sign a participation agreement with the State HIE within one month of contract signing.

**8.7** Authorized representatives of OHCA and other State or federal agencies shall have reasonable access to facilities and records for audit purposes during and after the term of the Provider Agreement.

**8.8 Hospital** shall release to **Humana** any information necessary to monitor **Hospital** performance on an ongoing and periodic basis.

**8.9** Network hospitals, long term care facilities and emergency departments (EDs) shall send electronic patient event notifications of a patient's admission, discharge, and/or transfer (ADT) to the state HIE.

**9. QUALITY AND UTILIZATION MANGEMENT:**

**9.1 Humana** shall monitor utilization of the quality of services delivered under the Provider Agreement. **Hospital** shall participate and cooperate with any internal and external QM/QI monitoring, utilization review, peer review and/or appeal procedures established by OHCA and/or **Humana** and shall participate in any corrective action processes that will be taken where necessary to improve quality of care.

**9.2 Hospital** shall timely submit all reports, clinical information, and encounter data required by **Humana** and OHCA.

**9.3 Hospital** shall participate and cooperate in internal and external quality management or quality improvement activities, such as, monitoring, utilization review, peer review and/or appeal procedures established by **Humana** and/or OCHA.

**9.4 Hospital** shall follow the standards for medical necessity as required under the Contract and the Regulatory Rules.

**9.5 Hospital** and Humana agree to participate in **Humana** and OHCA directed and facilitated advisory board.

**10. PROGRAM INTEGRITY:**

**10.1** As a condition of receiving any amount of payment, **Hospital** shall comply with program integrity requirements of the Contract and the Regulatory Rules, as applicable.

**10.2 Hospital** shall agree that no person, on the grounds of disability, age, race, color, religion, sex, bisexual orientation, gender identity, or national origin, shall be excluded from participation in, or be denied benefits of **Humana's** program or otherwise subjected to discrimination in the performance of the Provider Agreement with **Humana** or in the employment practices of the **Hospital**.

**10.3 Hospital** shall identify Members in a manner which will not result in discrimination against the Member in order to provide or coordinate the provision of Covered Services.

**10.4 Hospital** shall not use discriminatory practices with regard to Members such as separate waiting rooms, separate appointment days or preference to private pay patients.

**10.5 Hospital** shall take adequate steps to promote the delivery of services in a culturally competent manner to Members, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities and regardless of gender, sexual orientation or gender identity.

**10.6 Hospital** shall comply with all State and federal law/requirements for database screening and criminal background checks of new hires and current employees and staff who have direct contact with Members and/or access to Members' Protected Health Information. **Hospital** are prohibited from employing or contracting with individuals or entities that are excluded or debarred from participation in Medicare, Medicaid or any federal health care program as further detailed in Section "Prohibited Affiliations and Exclusions" of the Contract.

**10.7 Hospital** shall conduct initial screenings and criminal background checks and comply with ongoing monitoring requirements of all employees and contractors in accordance with State and federal law. The **Hospital** shall be required to immediately report to **Humana** any exclusion information discovered.

**11. PROVIDER COMPLIANCE PROGRAM:**

**11.1 Hospital** agrees to maintain and update, as required, its compliance program with no less than written policies and procedures of its business model, roles and responsibilities of its treating and member-facing personnel, organizational chart, succession planning, ownership, background checks

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- b. Timely submitted claim for reimbursement;
- c. Payment to **Hospital** on **Hospital's** clean claim.

Members may file a grievance at any time, but an appeal must be filed within sixty (60) days of notice of the adverse determination which the Member wishes to appeal. Assistance from Humana is available to Members for filing grievance and appeals. Members have a right to request a State Fair Hearing after Humana has made an adverse determination on the Member's appeal. Members have a right to request continuation of the benefits subject to the appeal or State filing, subject to timing requirements of the filing; and Members may be liable for the cost of any continued benefits while the appeal or State filing is pending if the final decision upholds **Humana's** adverse determination.

**13.2 Humana** shall take no punitive action against a **Hospital** who either requests an expedited resolution or supports a Member's grievance or appeal. Additional details on grievance and appeals process may be found within **Humana's** Oklahoma Provider Manual available on **Humana's** website (<https://www.humana.com/provdier/news/publications>).

**14. PROVISIONS APPLICABLE TO PRIMARY CARE PROVIDERS:**

**14.1** If **Hospital** is considered a Primary Care Provider ("PCP"), **Hospital** shall also be responsible for the following:

- a. Deliver primary care services and follow-up care;
- b. Utilize and practice evidence-based medicine and clinical decision supports;
- c. Screen Members for behavioral health disorders and conditions;
- d. Make referrals for specialty care and other Covered Services and, when applicable, work with **Humana** to allow Members to directly access a specialist as appropriate for a Member's condition and identified needs;
- e. Maintain a current medical record for the Member;
- f. Use health information technology to support care delivery;
- g. Provide care coordination in accordance with the Member's care plan, as applicable based on **Humana's** Risk Stratification Level Framework, and in cooperation with Member's care manager;
- h. Ensure coordination and continuity of care with **Hospital**, including but not limited to specialists and behavioral health **Hospital**;
- i. Engage in active participation with the Member and the Member's family, authorized representative or personal support, when appropriate, in health care decision-making, feedback and care plan development;
- j. Provide access to medical care 24-hours per day, seven days a week, either directly or through coverage arrangements made with other **Hospital**, clinics and/or local hospitals;
- k. Provide enhanced access to care, including extended office hours outside normal business hours and facilitating use of open scheduling and same-day appointments where possible; and
- l. Participate in continuous quality improvement and voluntary performance measures established by **Humana** and/or OHCA.

**14.2** If the **Hospital** is eligible for participation in the Vaccines for Children program, **Hospital** shall comply with all program requirements as defined by OHCA.

**15. MENTAL HEALTH PARITY:**

**15.1 Humana** and **Hospital** must comply with applicable requirements of the Mental Health Parity and Addiction Equity Act of 2008 and 42 C.F.R. 438 Subpart K, including the requirements that treatment limitations applicable to mental health or substance abuse disorder benefits are no more restrictive than the predominant treatment limitations applied to substantially all medical and surgical benefits covered by **Humana** and there are no separate treatment limitations that are applicable only with respect to mental health or substance use disorder benefits.

**16. PROVISIONS APPLICABLE TO BEHAVIORAL HEALTH SERVICE PROVIDERS:**

**16.1** Behavioral Health Providers providing inpatient psychiatric services to Members shall schedule the Member for outpatient follow-up or continuing treatment prior to discharge from the inpatient setting with the outpatient treatment occurring within seven calendar days from the date of discharge.

**16.2** Behavioral Health **Hospital** shall complete the OHCA Customer Data Core (CDC) form located at [http://www.odmhsas.org/picis/CDCPAForms/arc\\_CDCPA\\_Forms.htm](http://www.odmhsas.org/picis/CDCPAForms/arc_CDCPA_Forms.htm) as a condition of payment for services provided under the Contract.

**16.3** Behavioral Health **Hospital** shall provide treatment to pregnant Members who are intravenous drug users and all other pregnant substance users within 24 hours of assessment.

**16.4 Humana** shall obtain the appropriate Member releases to share clinical information and Member health records with community-based behavioral health **Hospital**, as requested, consistent with all State and federal confidentiality requirements and in accordance with **Humana** policy and procedures.

**17. PROVISIONS APPLICABLE TO PROVIDERS WITH LABORATORY SERVICES:**

**17.1 Hospital** with laboratory testing sites shall either have a Clinical Laboratory Improvement Amendments (CLIA) certificate or waiver of a certificate of registration along with a CLIA identification number. **Humana** shall be responsible for maintaining a comprehensive network of independent and other laboratories that ensures laboratories are accessible to all Members.

**18. NON-ALLOWABLE PROVISIONS:**

**18.1** Any non-compete contractual provision (that prohibits **Hospital** from entering into a contractual relationship with another managed care organization or Indian Managed Care Entity) between **Hospital** and **Humana** shall not apply to the Oklahoma Medicaid line of business.

**18.2** The parties acknowledge and agree that nothing contained in this Agreement is intended to disrupt the **Hospital** and **Member** relationship, and **Hospital** acknowledges that all patient care and related decisions are the responsibility of the **Hospital** and attending physicians, and that **Humana** does not dictate or control clinical decisions with respect to the behavioral health care or treatment of Members.



## PAYMENT ATTACHMENT – OKLAHOMA MEDICAID

### INPATIENT / OUTPATIENT

**Provider** agrees to accept as payment in full from **Humana** one hundred percent (100%) of the current Oklahoma Medicaid Fee Schedule, or **Provider's** usual and customary charges, whichever is less, for Oklahoma Medicaid **Covered Services** rendered to **Humana** Oklahoma Medicaid **Members**, less any applicable copayment, coinsurance, or deductible due from a **Member**.

For purposes of this Payment Attachment, "Oklahoma Medicaid Fee Schedule" shall mean the Medicaid fee-for-service fee schedule set and determined by the Oklahoma Health Care Authority ("OHCA")

In addition, **Provider** understands and agrees that the Oklahoma Medicaid Fee Schedule reimbursement rate shall be the reimbursement rate in effect on the date of service the **Covered Services** are rendered.

### HOSPITAL-BASED RURAL HEALTH CENTER REIMBURSEMENT

The compensation for Covered Services rendered to a Member shall be the amount determined by federal law or regulation for Rural Health Clinics. 317 O.A.C. 55-5-23(b)(2). If Health Plan's payment obligation is secondary, Provider shall receive compensation as described above, less amounts paid by the primary payor and any applicable Cost-Sharing Amounts.

Humana acknowledges the SoonerCare Reimbursement Notice, OHCA PRN 2019-09, updating RHC methodology effective July 1, 2019, RHCs have the option to be paid using an alternative payment methodology (APM) if the RHC elects. RHC services paid using the APM are reimbursed at the rate indicated on the facilities periodic rate notification letter from the Medicare Fiscal Intermediary. In order to receive this rate, a RHC must agree to the APM and forward a copy of the facilities' periodic rate notification letter for its most recent full cost reporting year from the fiscal intermediary to the Health Plan within 30 days of receipt. The APM rate a facility receives will not be less than prospective payment system (PPS). There is no retroactive cost settlement.

Health Plan agrees to comply with the updated RHC methodology and reimburse Provider according to the most current periodic rate notification letter for its most current cost reporting year received from CMS Fiscal Intermediary. Provider's failure to provide a copy of the rate notification letter within 30 days of receipt may result in a reduction in payments by Health Plan.

**OWNERSHIP DISCLOSURE FORM**

Provider:

\_\_\_\_\_  
(Must be identical to the name shown on the Cover Sheet.)

STATUS:

- \_\_\_\_\_ Sole Proprietorship
- \_\_\_\_\_ Professional Association
- \_\_\_\_\_ Partnership or Limited Liability Company
- \_\_\_\_\_ Corporation

List names and addresses of all principals and indicate percent of ownership, if applicable. ("Principal" means any shareholder, officer, director, partner, member, manager, joint venturer or anyone else having an ownership in or managerial control over IPA.) Attach additional sheets if necessary.

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**QUOTATION**

**NOTICE:**

**Actual terms, conditions and pricing provided by a subsequent quote may differ from that provided herein as the result of additional information provided to us. Coverage is not bound by this quote and may be made effective only by an authorized agent of the Issuing Company. Please review this quote carefully and advise us if you have any questions.**

**Issued By:** Underwriter: Diana Shaw  
 Phone: (972) 741-3168  
 Email: Diana.Shaw@medpro.com

**Quotation Date:** February 14, 2024

**Issued To:** Producer: INSURICA Inc  
 Address: 3510 W 24th Ave NW Ste 201  
 Norman, OK 73069-8376

**PREMIUM SUMMARY**

<b>Total Premium:</b>	Primary Total Policy Premium	\$ 61,816
	Total Premium	\$ 61,816
<b>Commission:</b>	Primary Policy:	15%
<b>Payment Terms:</b>	Payment must be received by MedPro Group within 28 days from date of billing invoice or the offer of coverage is subject to withdrawal.  Payment Schedule – Primary Policy: Full Pay  If surcharges/taxes/fees are included in the amount quoted, payment for such surcharges/taxes/fees will be due in full with the initial premium payment.	

**HEALTHCARE LIABILITY COVERAGE TERMS**

**ISSUING COMPANY:** The Medical Protective Company  
Fort Wayne, Indiana

**QUOTE NUMBER:** H003788

**EXPIRING POLICY NUMBER:** H003788

**FIRST NAMED INSURED:** Mangum City Hospital Authority

**ADDRESS:** 1 Wickersham St  
Mangum, OK 73554-9117  
 Administrative First Named Insured

**POLICY PERIOD:** From 04/21/2024 to 04/21/2025 both days at 12:01 a.m. at the address of the First Named Insured stated herein.

**COVERAGE PARTS SELECTED:**

(Please refer to the applicable Schedule of Named Insureds for detailed Retroactive Dates, Limits of Liability, Retentions, etc.)

<b>Professional Liability:</b>	Claims-Made and Reported
<b>General Liability:</b>	Occurrence
<b>Employee Benefits Liability:</b>	Claims-Made and Reported

**RETROACTIVE DATE:**

<b>Professional Liability:</b>	10/01/2004
<b>General Liability:</b>	n/a
<b>Employee Benefits Liability:</b>	10/01/2004

All days at 12:01 a.m. at the address of the First Named Insured stated herein.

**LIMITS OF LIABILITY:****Professional Liability:**

Per Event Limit	\$1,000,000
Aggregate Limit	\$3,000,000
Claims Expenses	Defense Outside Limits

**General Liability:**

Per Event Limit	\$1,000,000
General Aggregate Limit	\$3,000,000
Products Completed Operations Hazard Aggregate Limit	\$3,000,000
Personal and Advertising Injury Limit	\$1,000,000 Each Person
Damage to Premises Rented to an Insured	\$ 50,000 Any One Premises
Medical Expense Limit	\$ 5,000 Each Person
Claims Expenses	Defense Outside Limits

**Employee Benefits Liability:**

Employee Benefits Liability Per Event Limit	\$1,000,000
Employee Benefits Liability Aggregate Limit	\$3,000,000
Claims Expenses	Defense Outside Limits

**RETENTION:**

<b>Professional Liability:</b>	\$5,000 Per Event / \$Nil Aggregate Deductible - Loss and Claims Expense
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<b>General Liability:</b>	\$5,000 Per Event / \$Nil Aggregate Deductible - Loss and Claims Expense
<b>Employee Benefits Liability:</b>	\$1,000 Per Event / \$Nil Aggregate Deductible - Loss and Claims Expense

**PREMIUM:**

Policy Premium	\$61,616
Terrorism Premium (TRIA)	\$ 200
Total Premium	\$61,816

**FORMS & ENDORSEMENTS:** Refer to attached Schedule of Forms and Endorsements

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**ADDITIONAL TERMS AND CONDITIONS**

<b>Expiration Date of Quotation:</b>	This quote is valid until the requested Policy Effective Date.
<b>Subjectivities:</b>	<p>This quote is provided in reliance upon the representations made prior to the Quotation Date, is contingent upon the underwriting of a completed application and is also subject to the following:</p> <ul style="list-style-type: none"> <li>• N/A</li> </ul>
<b>Significant Coverage Provisions:</b>	<p>In addition to the standard policy conditions and terms, the following significant coverage provisions or endorsements will be added to the policy:</p> <ul style="list-style-type: none"> <li>• No coverage is provided for podiatrists, chiropractors, dentists, nurse anesthetists, and midwives unless listed on the Schedule of Named Insureds- Professional Liability attached.</li> </ul>
<b>Additional Notes:</b>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>

**THIS NOTICE IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS NOTICE DOES NOT GRANT ANY COVERAGE OR CHANGE THE POLICY.**

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<b>Forming Part of Policy No.:</b>	H003788 (Primary Policy)
<b>Issued to:</b>	Mangum City Hospital Authority
<b>Policy Period:</b>	From 04/21/2024 to 04/21/2025 at 12:01 a.m. at the address of the First Named Insured stated herein.

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**DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT  
SCHEDULE\***

<b>Terrorism Premium Quoted – Primary Policy (for Certified Acts)</b>	<b>\$ 200</b>
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<b>Terrorism Premium Quoted – Excess Policy (for Certified Acts)</b>	<b>\$ N/A</b>
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**The portion of premium that is attributable to coverage for certified acts of terrorism is shown in the Schedule of this endorsement if such coverage is purchased, and does not include any charges for the portion of losses covered by the United States Government under the Act.**

**Additional information, if any, concerning the terrorism premium:**

**Coverage for acts of terrorism is included in your policy unless you sign and return this document indicating that you are declining coverage for certified acts of terrorism.**

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

You are hereby notified that under the Terrorism Risk Insurance Act, as amended and reauthorized, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS SET FORTH ABOVE AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**By receipt of this Disclosure, you have been notified that under the Terrorism Risk Insurance Act, as extended on December 22, 2005, amended on December 31, 2007 and January 12, 2015, and reauthorized on December 20, 2019, any losses resulting from certified acts of terrorism under this policy coverage may be partially reimbursed by the United States Government, and may be subject to a \$100 billion cap that may reduce the coverage provided. By receipt of this Disclosure, you have been notified of the portion of the premium attributable to such coverage.**

**ELECTION TO PURCHASE TERRORISM COVERAGE:**

**IF YOU ELECT TO PURCHASE THE TERRORISM COVERAGE DESCRIBED IN THIS DISCLOSURE NOTICE, YOU NEED DO NOTHING FURTHER. COVERAGE FOR ACTS OF TERRORISM WILL BE AUTOMATICALLY ADDED TO YOUR POLICY FOR THE PREMIUM SET FORTH ABOVE.**

**DECLINATION OF TERRORISM COVERAGE:**

**IN ORDER TO DECLINE TO PURCHASE COVERAGE, I UNDERSTAND THAT I MUST SIGN BELOW AND RETURN THIS DISCLOSURE FORM TO MY AUTHORIZED REPRESENTATIVE OR INSURANCE COMPANY. I FURTHER UNDERSTAND THAT IF I FAIL TO SIGN THIS DISCLOSURE FORM AND RETURN IT, I HAVE ELECTED TO PURCHASE TERRORISM COVERAGE AND THE PREMIUM AMOUNT(S) SET FORTH ABOVE WILL BE ADDED TO MY POLICY PREMIUM, AND COVERAGE FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WILL BE ADDED TO MY POLICY.**

\_\_\_\_\_  
**Policyholder/Applicant's Signature – Declination of Terrorism Coverage Only**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**



**Forming Part of Policy No.:** H003788  
**Issued to:** Mangum City Hospital Authority  
**Policy Period:** From 04/21/2024 to 04/21/2025 at 12:01 a.m. at the address of the First Named Insured stated herein.

### SCHEDULE OF FORMS AND ENDORSEMENTS

Forms and Endorsements attached to this Policy:

FORM NAME	FORM NUMBER	ENDORSEMENT NUMBER
Healthcare Liability Policy Declarations	0001-PXX-OK-0121	
Schedule of Forms and Endorsements	0002-PXX-00-1215	
Schedule of Named Insureds - Professional Liability	0006-PPX-00-1215	
Schedule of Named Insureds - General Liability	0007-PGX-00-0717	
Schedule of Trade, Fictitious and/or Business Names	0009-PXX-00-1215	
Healthcare Liability Policy Common Policy Provisions and Conditions	0010-PXX-00-0121	
Healthcare Liability Policy - Professional Liability Coverage Part	0011-PPH-00-0121	
Healthcare Liability Policy - General Liability Coverage Part	0012-PGX-00-0121	
Schedule of Additional Insureds - Management Company Endorsement	1124-PXX-00-0121	
Disciplinary, Licensing and Credentialing Actions Endorsement (Professional Liability)	1303-PPX-00-0121	
Blanket Physician Insureds Endorsement (Professional Liability)	1355-PPX-00-0121	
Employee Benefits Liability Endorsement (General Liability) (Claims-Made and Reported Coverage)	1504-PGX-00-0121	
Blanket Waiver of Subrogation Endorsement (General Liability)	1512-PGX-00-1215	
Blanket Additional Insured - Premises and Equipment Lessors Endorsement (General Liability)	1514-PGX-00-0121	
Blanket Hired and Non-Owned Auto Liability Limited Coverage Endorsement (General Liability)	1517-PGX-00-0121	
Cap on Losses from Certified Acts of Terrorism Endorsement (General Liability)	1536-PGX-00-0520	
Evacuation, Disinfection and Public Relations Expenses Endorsement (General Liability)	1563-PGX-00-0121	
Sexual Misconduct with Sublimits for Innocent Insureds Endorsement (General Liability)	1565-PGX-00-0121	
Oklahoma Amendatory Endorsement	1802-PXX-OK-0121	

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**Forming Part of Policy No.:** H003788

**Issued to:** Mangum City Hospital Authority

**Policy Period:** From 04/21/2024 to 04/21/2025 at 12:01 a.m. at the address of the First Named Insured stated herein.

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**SCHEDULE OF NAMED INSUREDS – PROFESSIONAL LIABILITY**

Only with respect to coverage provided under the Professional Liability Coverage Part, and in consideration of the premium due, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree the organizations and persons listed below are designated as **named insureds** and the Retroactive Dates, Limits of Liability and Retentions shown on the Declarations are amended as follows, but only with respect to the designated **named insureds**.

<b>SCHEDULE OF NAMED INSUREDS</b>						
NAMED INSURED	ID NUMBER	RETRO-ACTIVE DATE	TERMINATION DATE	LIMITS OF LIABILITY (PER EVENT LIMIT/ AGGREGATE LIMIT)	RETENTION (PER EVENT/ AGGREGATE)	PREMIUM
Mangum City Hospital Authority	221619	10/01/2004		\$1,000,000 / \$3,000,000	\$5,000 / \$Nil	\$46,210

Physician FTEs :

Physician FTE 1		02/01/2005		\$1,000,000 / \$3,000,000	FNI	\$5,249
All Emergency Medicine and Hospitalist Physicians and Residents Employed and Contracted by Mangum City Hospital Authority	1923944			Physician FTE 1	Physician FTE 1	Included

\* Indicates any applicable surcharges, taxes or fees.

As used in this Schedule, "FNI" means the **first named insured**.

**All other terms and conditions of the policy remain unchanged.**

**Forming Part of Policy No.:** H003788

**Issued to:** Mangum City Hospital Authority

**Policy Period:** From 04/21/2024 to 04/21/2025 at 12:01 a.m. at the address of the First Named Insured stated herein.

**SCHEDULE OF NAMED INSUREDS – GENERAL LIABILITY**

Only with respect to coverage provided under the General Liability Coverage Part, and in consideration of the premium due, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree the organizations and persons listed below are designated as **named insureds** and the Retroactive Dates, Limits of Liability and Retentions shown on the Declarations are amended as follows, but only with respect to the designated **named insureds**.

**LIMITS OF LIABILITY:**

Per Event Limit	\$1,000,000
General Aggregate Limit	\$3,000,000
Products Completed Operations Hazard Aggregate Limit	\$3,000,000
Personal and Advertising Injury Limit	\$1,000,000 Each Person
Damage to Premises Rented to an Insured	\$ 50,000 Any One Premises
Medical Expense Limit	\$ 5,000 Each Person
Claims Expenses	Defense Outside Limits

**RETENTION:**

\$ 5,000 Per Event / \$ NIL Aggregate Deductible - Loss and Claims Expense

SCHEDULE OF NAMED INSUREDS				
NAMED INSURED	ID NUMBER	RETRO-ACTIVE DATE	TERMIN-ATION DATE	PREMIUM
Mangum City Hospital Authority	221619	n/a		\$10,157

\* Indicates any applicable surcharges, taxes or fees.

**All other terms and conditions of the policy remain unchanged.**

**Forming Part of Policy No.:** H003788

**Issued to:** Mangum City Hospital Authority

**Policy Period:** From 04/21/2024 to 04/21/2025 at 12:01 a.m. at the address of the First Named Insured stated herein.

**HEALTHCARE LIABILITY POLICY  
SCHEDULE OF TRADE, FICTITIOUS AND/OR BUSINESS NAMES**

In consideration of the payment of the premium due, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree that any trade, fictitious, and/or business name listed in the Schedule of Trade, Fictitious and/or Business Names below and any other trade, fictitious and/or business name by which any **named insured** operates or trades as are by reference included in the coverage afforded to the associated **named insured**. Any such trade, fictitious and/or business name shares the Limits of Liability and any other terms and conditions applicable to the associated **named insured**, regardless of the number of **named insured(s)** scheduled below or on the policy.

<b>SCHEDULE OF TRADE, FICTITIOUS AND/OR BUSINESS NAMES</b>		
NAMED INSURED	ID NUMBER	TRADE, FICTITIOUS OR BUSINESS (D/B/A) NAME
Mangum City Hospital Authority	221619	Mangum Family Clinic
Mangum City Hospital Authority	221619	Mangum Regional Medical Center

**All other terms and conditions of the policy remain unchanged.**



**Issuing Company:  
The Medical Protective Company  
Fort Wayne, Indiana**

***THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.***

**Endorsement No.:**

**Forming Part of Policy No.:** H003788

**Issued to:** Mangum City Hospital Authority

**Effective Date of Endorsement:** 04/21/2024 at 12:01 a.m. at the address of the First Named Insured stated herein.

**HEALTHCARE LIABILITY POLICY  
SCHEDULE OF ADDITIONAL INSURED – MANAGEMENT COMPANY ENDORSEMENT**

Only with respect to coverage provided under this endorsement and only under the Coverage Part(s) listed in the Schedule of Additional Insureds – Management Company below, and in consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

The definition of **additional insured** in the Definitions section of the Common Policy Provisions and Conditions is deleted and replaced with the following:

**Additional insured** means a **management company** named in a **claim** or **potential claim** that arises from a **health care event, event** or offense resulting from the management of a **named insured** or **location** listed in a Schedule of Additional Insureds – Management Company.

The following definition is added to the Definitions section of the Common Policy Provisions and Conditions:

**Management company** means any person or organization listed in a Schedule of Additional Insureds – Management Company who has a signed management company agreement with a **named insured** that is in effect at the time of the **health care event, event** or offense.

The following subparagraph is added to the Insuring Clause(s) of the Coverage Part(s) listed in the Schedule of Additional Insureds – Management Company below:

The **company's** duty to defend and pay **losses** or **claims expense** on behalf of any **insured** shall extend to any **additional insured** meeting the terms and conditions of this policy, but only with respect to liability arising out of the management of a **named insured** or **location** listed in a Schedule of Additional Insureds – Management Company.

However, the coverage provided to an **additional insured** shall not be broader than that which an **insured** is required by written contract or agreement to provide to that **additional insured** and is subject to all other conditions, definitions, exclusions and terms applicable to the **insured**.

The following provision is added to the Limits of Liability section of the Coverage Part(s) listed in the Schedule of Additional Insureds – Management Company below:

**ADDITIONAL INSURED**

The **management company** shares the Limits of Liability of the applicable Coverage Part with the corresponding Named Insured/Location listed in a Schedule of Additional Insureds – Management Company, and with any **insured**

who is acting within the scope of their duties for the corresponding Named Insured/Location.

<b>SCHEDULE OF ADDITIONAL INSUREDS – MANAGEMENT COMPANY</b>		
<b>MANAGEMENT COMPANY</b>	<b>NAMED INSURED/LOCATION</b>	<b>COVERAGE PART</b>
Cohesive Healthcare Management & Consulting, LLC	Mangum City Hospital Authority	Professional Liability & General Liability

**All other terms and conditions of the policy remain unchanged.**

Draft

***THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.***

**Endorsement No.:**

**Forming Part of Policy No.:** H003788

**Issued to:** Mangum City Hospital Authority

**Effective Date of Endorsement:** 04/21/2024 at 12:01 a.m. at the address of the First Named Insured stated herein.

**HEALTHCARE LIABILITY POLICY  
DISCIPLINARY, LICENSING AND CREDENTIALING ACTIONS ENDORSEMENT  
(PROFESSIONAL LIABILITY)**

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

The following provision is added to the Insuring Clause section of the Professional Liability Coverage Part:

**DISCIPLINARY, LICENSING, AND CREDENTIALING ACTIONS**

The **company's** duty to defend a **claim** includes the defense of any disciplinary, licensing, or credentialing action brought against an **insured** who is a person by (1) a state board of medical examiners or state dental board responsible for investigating and disciplining licensees, (2) a hospital or facility professional review board or committee through formally adopted, written procedures, or (3) the United States Drug Enforcement Administration, subject to the following additional conditions:

- A. If the policy provides coverage to such an **insured** on a Claims-Made and Reported basis:
  1. the action must arise from the **insured's** rendering of, or failure to render, **professional services**, after the **retroactive date**, but before the end of the **policy period**, and for which there is no other insurance available; and
  2. the action must be first initiated against the **insured** during the **policy period**.
- B. If the policy provides coverage to such an **insured** on an Occurrence basis, the action must arise from the **insured's** rendering of, or failure to render, **professional services** during the **policy period**, and for which there is no other insurance available.
- C. The payment of **claims expense** for such actions will be in addition to the applicable Limit of Liability. However, the **company** will not pay more than \$25,000 in **claims expense** on behalf of an **insured** for any single action. Furthermore, the **company** will not pay more than \$100,000 for **claims expense** on behalf of all **insureds** for all such actions covered under the policy.
- D. The **company** has no duty to pay any fines, penalties, or other costs assessed against an **insured** as a result of any such action.

However, payments for **claims** under this Insuring Clause shall not be subject to any Deductible or Self-Insured Retention.

**All other terms and conditions of the policy remain unchanged.**

***THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.***

**Endorsement No.:**

**Forming Part of Policy No.:** H003788

**Issued to:** Mangum City Hospital Authority

**Effective Date of Endorsement:** 04/21/2024 at 12:01 a.m. at the address of the First Named Insured stated herein.

**BLANKET PHYSICIAN INSUREDS ENDORSEMENT  
(PROFESSIONAL LIABILITY)**

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

Only with respect to coverage under the Professional Liability Coverage Part, the definition of **employee** in the Common Policy Provisions and Conditions is deleted and replaced with the following:

**Employee** means any person who is under the supervision and control of any **named insured** and who was acting within the scope of their duties on behalf of that **named insured** at the time of the **event**, offense, **health care event** or any other act or omission that results in a **claim** or **potential claim**. **Employee** also includes any leased worker, temporary worker or volunteer so long as such person is or was acting within the scope of their duties on behalf of a **named insured** that is an organization.

As used in this definition:

1. "leased worker" means a person leased to, or used by, a **named insured** under an agreement between a **named insured** and organizations providing staffing to a **named insured** to perform duties related to the conduct of that **named insured's** business. Leased worker does not include a temporary worker;
2. "temporary worker" means a person who is furnished to a **named insured** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions. A temporary worker does not include a leased worker; and
3. "volunteer" means a person who provides their services or labor to a **named insured**, without being paid by that **named insured**, under the supervision or direction of the **named insured**. Volunteer does not include any independent contractor or staff physician.

However, **employee** does not mean any podiatrist, chiropractor, dentist, certified registered nurse anesthetist or midwife.

**All other terms and conditions of the policy remain unchanged.**



***THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.***

**Endorsement No.:**

**Forming Part of Policy No.:** H003788

**Issued to:** Mangum City Hospital Authority

**Effective Date of Endorsement:** 04/21/2024 at 12:01 a.m. at the address of the First Named Insured stated herein.

**HEALTHCARE LIABILITY POLICY  
EMPLOYEE BENEFITS LIABILITY ENDORSEMENT  
(GENERAL LIABILITY)  
(CLAIMS-MADE AND REPORTED COVERAGE)**

**NOTICE:**

**This endorsement contains claims-made and reported coverage. Please read this endorsement carefully.**

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

The following provision is added to the Insuring Clauses section of the General Liability Coverage Part:

EMPLOYEE BENEFITS LIABILITY

1. Claims-Made and Reported

This is Claims-Made and Reported coverage and the following provisions apply:

- a. The **company** will pay on behalf of any **insured** all **loss** and **claims expense**, subject to any applicable Deductible or Self-Insured Retention, and up to the Limits of Liability shown on the Declarations with respect to this Insuring Clause, arising from an **event** related to the **administration** of **employee benefits** that took place on or after the applicable retroactive date shown on the Declarations. Moreover, to be covered under this policy, the **loss** or **claims expense** must arise from:
  - (1) a **claim** that was first made against, and received by, an **insured** during the **policy period**, and reported to the **company**, in writing, during the **policy period** or within any applicable **extended reporting period**; or
  - (2) a **potential claim** that was first known about or discovered by an **insured** during the **policy period**, and reported to the **company**, in writing, during the **policy period** or within the automatic limited **extended reporting period**.
- b. All **claims** and **potential claims** for damages arising out of, or in connection with, the same **event** will be deemed to have been first made on the date that the first of those **claims** is made against any **insured**, or the date the first of such **potential claims** is discovered by an **authorized insured**, whichever date is earlier. Only the policy in effect when the first such **claim** is made and reported to the **company**, or the first such **potential claim** is discovered and reported to the **company**, whichever is earlier, will apply to the **event**, no matter when any subsequent **claims** are made or reported, or **potential claims** are discovered and reported. If, prior to the effective date of this policy, the first such **claim** is made, or the first such **potential claim** is discovered, this policy will not apply to any subsequent **claim** or **potential claim** made during this **policy period** or any **extended reporting period**.

Only with respect to coverage provided under this endorsement, the following definitions are added to the Definitions section of the Common Policy Provisions and Conditions:

**Administration** means:

1. providing information to **employees**, including their dependents and beneficiaries, with respect to eligibility for or scope of an **employee benefits** program;
2. handling records in connection with an **employee benefits** program; or
3. effecting, continuing, or terminating any **employee's** participation in any **employee benefits** program.

**Administration** does not mean:

1. the exercise of or failure to exercise any authority or control respecting:
  - a. the management of any **employee benefits** program; or
  - b. the investment or disposition of any **employee benefits** program;
2. the rendering of any advice with respect to the investment of any assets of any **employee benefits** program;
3. handling payroll deductions; or
4. handling overtime requirements or payments, or payroll issues concerning exempt or non-exempt **employees**.

**Employee benefits** means any group benefits administered on behalf of a **named insured's employees**, including:

1. group insurance plans or programs, such as life, health, accident, dental, or legal advice;
2. individual retirement accounts, salary reduction plans under I.R.S. Code 401(k), or any amendment thereto, savings plans, pension plans, stock ownership plans or employee stock subscription plans;
3. travel or vacation plans; or
4. workers' compensation, occupational disease, unemployment, Social Security, or disability benefits insurance.

Only with respect to coverage provided under this endorsement, the EMPLOYEE BENEFITS LIABILITY exclusion and the ERISA exclusion are deleted from the Exclusions section of the Common Policy Provisions and Conditions.

The following exclusions are added to the Exclusions section of the General Liability Coverage Part:

**EXCLUSIONS APPLICABLE TO THE EMPLOYEE BENEFITS LIABILITY INSURING CLAUSE**

The coverage provided under the Employee Benefits Liability Insuring Clause does not apply to:

1. Bodily Injury, Property Damage And Personal And Advertising Injury

Any **claim** arising from, or in connection with, **bodily injury, property damage, or personal and advertising injury**.

2. Claim For Benefits Where Funds Available With Reasonable Cooperation

Any **claim** for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the **insured**, from the applicable funds accrued or other collectible insurance.

3. Collective Bargaining

Any **claim** arising from, or in connection with, the breach of any collective bargaining agreement.

4. ERISA

Any **claim** arising from, or in connection with, an **insured's** duty as a sponsor of an employee benefit plan under the Employee Retirement Income Security Act of 1974 (ERISA), or any amendment or regulation that applies thereto. However, this exclusion is limited to:

- a. any breach of any insured's fiduciary duties in violation of any applicable law or regulation;

- b. an **insured's** failure or inability to fund the plan in accordance with the plan document or any applicable law or regulation; and
  - c. liability for the payment of benefits owed to a participant or beneficiary of the plan that have been paid or may lawfully be paid from the plan's funds or those of other employee programs.
5. Failure To Perform Under A Contract  
Damages arising out of the failure of an insurer to perform under a contract.
6. Health Care Event  
Any **claim** arising from, or in connection with, any **health care event**.
7. Performance Of Investments And Advice Given Regarding Employee Benefits  
Any **claim** arising from, or in connection with:
- a. errors in providing information on past performance of investment vehicles; or
  - b. advice given to any person with respect to that person's decision to participate or not to participate in any **employee benefits** plan.
8. Unpaid Obligations Under Employee Benefit Plan  
Any **claim** arising from, or in connection with, damages arising out of an insufficiency of funds to meet any obligations under any plan included as an **employee benefit**.

The following provisions are added to the Limits of Liability Section of the General Liability Coverage Part:

EMPLOYEE BENEFITS LIABILITY PER EVENT LIMIT

The Employee Benefits Liability Per Event Limit of Liability shown on the Declarations is the most the **company** will pay under the Employee Benefits Liability Insuring Clause because of **bodily injury** arising out of any one **event**.

EMPLOYEE BENEFITS LIABILITY AGGREGATE LIMIT

The Employee Benefits Liability Aggregate Limit of Liability shown on the Declarations is the most the **company** will pay because of **bodily injury** included in the Employee Benefits Liability Insuring Clause.

Only with respect to the Employee Benefits Liability Insuring Clause, the Settlement condition in the Conditions section of the Common Policy Provisions and Conditions is deleted and replaced by the following:

SETTLEMENT

The **company** may settle any **claim, potential claim,** or other matter brought against an **insured** as the **company** deems expedient. However, the **company** shall first provide written notice to the **first named insured**.

**All other terms and conditions of the policy remain unchanged.**

***THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.***

**Endorsement No.:**

**Forming Part of Policy No.:** H003788

**Issued to:** Mangum City Hospital Authority

**Effective Date of Endorsement:** 04/21/2024 at 12:01 a.m. at the address of the First Named Insured stated herein.

**HEALTHCARE LIABILITY POLICY  
BLANKET WAIVER OF SUBROGATION ENDORSEMENT  
(GENERAL LIABILITY)**

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

Only with respect to coverage provided under the General Liability Coverage Part, the following condition is added to the Conditions section of the Common Policy Provisions and Conditions:

**WAIVER OF SUBROGATION**

The **company** shall waive any right of recovery the **company** may have against a person or organization to the extent that the **insured** has agreed in writing prior to the date of loss to waive the **insured's** rights of recovery against that person or organization.

**All other terms and conditions of the policy remain unchanged.**

***THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.***

**Endorsement No.:**

**Forming Part of Policy No.:** H003788

**Issued to:** Mangum City Hospital Authority

**Effective Date of Endorsement:** 04/21/2024 at 12:01 a.m. at the address of the First Named Insured stated herein.

**HEALTHCARE LIABILITY POLICY  
BLANKET ADDITIONAL INSURED – PREMISES AND EQUIPMENT LESSORS ENDORSEMENT  
(GENERAL LIABILITY)**

Only with respect to coverage provided under this endorsement and under the General Liability Coverage Part, and in consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

The definition of **additional insured** in the Definitions section of the Common Policy Provisions and Conditions is deleted and replaced with the following:

**Additional insured** means a **premises lessor or equipment lessor** named in a **claim** or **potential claim** that arises from an **event** or offense resulting from the acts or omissions of an **insured** in the maintenance, operation or use of premises or equipment leased to a **named insured** that took place during the term of the lease for those premises or equipment. However, such **premises lessor or equipment lessor** is not an **additional insured** with respect to **events** or offenses arising from, or in connection with, any acts or omissions alleged to have been committed by that **premises lessor or equipment lessor**.

The following definition is added to the Definitions section of the Common Policy Provisions and Conditions:

**Premises lessor or equipment lessor** means any person or organization who provides premises and/or equipment to an organization that is a **named insured** pursuant to a written lease agreement during the **policy period**.

The following subparagraph is added to all Insuring Clauses of the General Liability Coverage Part:

The **company's** duty to defend and pay **losses** or **claims expense** on behalf of any **insured** shall extend to any **additional insured** meeting the terms and conditions of this policy, but only with respect to any **loss** or **claims expense** payable as the result of the **additional insured's** vicarious liability for the acts or omissions of an **insured** otherwise covered under this Coverage Part.

However, the coverage provided to an **additional insured** shall not be broader than that which an **insured** is required by written contract or agreement to provide to that **additional insured** and is subject to all other conditions, definitions, exclusions and terms applicable to the **insured**. Additionally, coverage shall not apply to structural alterations, new construction or demolition operations performed by or on behalf of an **additional insured**.

The following provision is added to the Limits of Liability section of the General Liability Coverage Part:

ADDITIONAL INSUREDS

**Additional insureds** share the Limits of Liability of the **insured** for which the **additional insured** is alleged to be vicariously liable for the acts or omissions of the **insured** otherwise covered under this Coverage Part.

**All other terms and conditions of the policy remain unchanged.**

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***THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.***

**Endorsement No.:**

**Forming Part of Policy No.:** H003788

**Issued to:** Mangum City Hospital Authority

**Effective Date of Endorsement:** 04/21/2024 at 12:01 a.m. at the address of the First Named Insured stated herein.

**HEALTHCARE LIABILITY POLICY  
BLANKET HIRED AND NON-OWNED AUTO LIABILITY LIMITED COVERAGE ENDORSEMENT  
(GENERAL LIABILITY)**

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

Only with respect to coverage provided under this endorsement, the following provision is added to the Bodily Injury and Property Damage Liability Insuring Clause of the General Liability Coverage Part:

The **company** will pay on behalf of an **insured** all **loss** and **claims expense**, subject to any applicable Deductible or Self-Insured Retention, and up to the Limits of Liability shown on the Declarations with respect to this Insuring Clause, arising from an **event** resulting in **bodily injury** or **property damage** that, notwithstanding any provision to the contrary in this Insuring Clause, occurred during the **policy period**, and arising from:

1. the maintenance or use by any **insured** of a **hired auto** in the course of the **insured's** business; or
2. the use of a **non-owned auto** by an **insured** in the course of the **insured's** business.

Only with respect to coverage provided under this endorsement, the Aircraft, Auto or Watercraft, Liquor Liability and Mobile Equipment exclusions in the Exclusions section of the General Liability Coverage Part are deleted.

Only with respect to coverage provided under this endorsement, the Damage to Property exclusion in the Exclusions section of the General Liability Coverage Part is deleted and replaced with the following:

Damage To Property

**Property damage to:**

- a. property owned or being transported by, or rented, leased, or loaned to any **insured**.
- b. property in the care, custody, or control of any **insured**.

Only with respect to coverage provided under this endorsement, the following persons and organizations are added to the definition of **insureds** in the Definition section of the Common Policy Provisions and Conditions:

1. any person using a **hired auto** with an **insured's** permission;
2. with respect to a **non-owned auto**, any partner or executive officer of an **insured**, but only while such **non-owned auto** is being used on behalf of the **insured**; and

3. any other person or organization, but only with respect to their liability because of acts or omissions of an **insured** otherwise covered under the Bodily Injury and Property Damage Insuring Clause, or the acts of an **insured** as defined under subparagraphs 1 and 2 above.

Only with respect to coverage provided under this endorsement, the following persons and organizations are not **insureds**, notwithstanding any provision to the contrary in the Definition section of the Common Policy Provisions and Conditions:

1. any person engaged in the business of their employer with respect to **bodily injury** to any co-employee of such person injured in the course of employment, or consequential injury to any relative of such co-employee, or for any obligation to reimburse a third party as the result of the **bodily injury** to the co-employee;
2. any partner, executive officer or manager (if the **insured** is a limited liability company) with respect to any **auto** owned by such partner or officer or a member of their household;
3. any person while employed in or otherwise engaged in performing duties related to the conduct of an **auto business** other than an **auto business** operated by the **insured**;
4. the owner or lessee (of whom the **insured** is a sublessee) of a **hired auto** or the owner of a **non-owned auto** or any agent of **employee** of any such owner or lessee; or
5. any person or organization with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not an **insured**.

Only with respect to coverage provided under this endorsement, the following definitions apply:

**Auto business** means the business or occupation of selling, repairing, servicing, storing or parking **autos**.

**Hired auto** means any **auto** an **insured** leases, hires, rents or borrows on a temporary, occasional or infrequent basis. It does not include any **auto** the **insured** leases, hires, rents or borrows from:

1. any of the **insured's employees** or members of their households; or
2. partners, executive officers or managers (if the **insured** is a limited liability company) or members of their households.

**Non-owned auto** means any **auto** the **insured** does not own, lease, hire or borrow which is used in connection with the **insured's** business. However, if the **insured** is a partnership, a **non-owned auto** does not include any **auto** owned by any partner.

**Tort liability** means liability that would have been imposed by law in the absence of any contract or agreement.

Only with respect to coverage provided under this endorsement, the Other Insurance in the Conditions section of the Common Policy Provisions and Conditions is deleted and replaced by the following:

If any other valid and collectable insurance is available to any **insured** for a **claim** or **potential claim** under any primary policy covering the "hired auto" or "non-owned auto", then this insurance will be excess over such other insurance even if such other insurance is stated to be primary, excess, contingent or otherwise.

**All other terms and conditions of the policy remain unchanged.**



***THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.***

**Endorsement No.:**

**Forming Part of Policy No.:** H003788

**Issued to:** Mangum City Hospital Authority

**Effective Date of Endorsement:** 04/21/2024 at 12:01 a.m. at the address of the First Named Insured stated herein.

**HEALTHCARE LIABILITY POLICY  
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM ENDORSEMENT  
(GENERAL LIABILITY)**

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

The following provision is added to the Limits of Liability section of the General Liability Coverage Part:

**CERTIFIED ACTS OF TERRORISM**

If losses covered by insurance that are attributable to **certified acts of terrorism** in a calendar year exceed \$100 billion in the aggregate, and the **company** has met its deductible amount under the **TRIA Act** for that calendar year, the **company** shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, the losses are subject to pro rata allocation in accordance with the procedures established by the Secretary of the Treasury.

Only with respect to coverage provided under the General Liability Coverage Part, the following definitions are added to the Definitions section of the Common Policy Provisions and Conditions:

**Certified act of terrorism** means an act that is certified by the Secretary of the Treasury in accordance with the provisions of the **TRIA Act**, to be an act of terrorism pursuant to the **TRIA Act**. The **TRIA Act** sets forth the following criteria for a **certified act of terrorism**:

1. The act resulted in losses covered by insurance in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the **TRIA Act**;
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The act must have resulted in damage within the United States including its territories and possessions and Puerto Rico, or outside the United States in cases of an air carrier or vessel meeting the definitions of such as provided in the **TRIA Act**, or the premises of a United States mission; and
3. No act of terrorism shall be certified if the act is committed as a part of the course of a war declared by Congress.

**TRIA Act** means the federal Terrorism Risk Insurance Act of 2002, as extended on December 22, 2005, and amended on December 31, 2007 and January 12, 2015, and reauthorized on December 20, 2019.

**All other terms and conditions of the policy remain unchanged.**

***THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.***

**Endorsement No.:**

**Forming Part of Policy No.:** H003788

**Issued to:** Mangum City Hospital Authority

**Effective Date of Endorsement:** 04/21/2024 at 12:01 a.m. at the address of the First Named Insured stated herein.

**EVACUATION, DISINFECTION AND PUBLIC RELATIONS EXPENSES ENDORSEMENT  
(GENERAL LIABILITY)**

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

The following provision is added to the Insuring Clauses section of the General Liability Coverage Part:

**EVACUATION, DISINFECTION AND PUBLIC RELATIONS EXPENSES**

The **company** will reimburse a **named insured**, upon satisfactory proof of payment, for:

1. **evacuation expenses** paid by the **named insured** resulting from an **evacuation event** that occurred during this **policy period**;
2. **disinfection expenses** paid by the **named insured** resulting from a **disinfection event** that occurred during this **policy period**; or
3. **public relations expenses** paid by the **named insured** resulting from a **public relations event** that occurred during this **policy period**;

provided that no other valid and collectible insurance is available to the **named insured**, whether on a primary, excess, contingent or any other basis, for the **evacuation expense, disinfection expense, or public relations expense**.

The **company's** duty to reimburse a **named insured** for any **evacuation expenses, disinfection expenses, or public relations expenses** is strictly conditioned upon an **authorized insured's** forwarding a report of the **evacuation event, disinfection event, or public relations event**, as applicable, to the **company** during the **policy period**, or within 60 days thereafter. All such reports shall be directed to the **company** in writing and include documented proof, a description, and details regarding the time, date and place of the **evacuation event, disinfection event, or public relations event**, as applicable.

Only with respect to coverage provided under this endorsement, the following definitions are added to the Definitions section of the Common Policy Provisions and Conditions:

**Disinfection event** means any case or series of cases of hospital-borne infectious bacteria, virus or disease that requires reporting of such case or series of cases to any local, state or federal governmental or healthcare oversight agency or entity. However, the definition of **disinfection event** does not include a contamination as a result of pollutant, war, or an act of terrorism.

**Disinfection expenses** means reasonable costs and expenses incurred by a **named insured**:

1. to hire a third party to disinfect an **insured's** premises as a result of a **disinfection event**; or
2. to notify third parties directly affected by such **disinfection event**.

However, **disinfection expenses** do not include any salaries, benefits, remuneration, overhead, fees, or loss of earnings incurred by, or paid to, any **insured**.

**Evacuation event** means an evacuation of a **named insured's** premises because a determination is made by the **named insured** that imminent danger exists arising from an external event or a condition in the **named insured's** premises which would cause loss of life or harm to **patients** or **residents**. **Evacuation event** does not include an evacuation arising from:

1. a strike, bomb threat or false fire alarm, unless vacating is ordered by a civil authority;
2. a planned vacating drill;
3. the vacating of one or more **patients** or **residents** that is due to, and confined to, an individual's medical condition;
4. a governmental action;
5. a nuclear hazard; or
6. war or military action.

**Evacuation expenses** means reasonable costs and expenses incurred by a **named insured**:

1. to perform an evacuation; or
2. to notify third parties directly affected by such **evacuation event**.

However, **evacuation expenses** do not include:

1. any other expenses incurred by an **employee**, volunteer, or other person providing assistance with, in any part of, or included in, the evacuation; or
2. any salaries, benefits, remuneration, overhead, fees or loss of earnings incurred by, or paid to, any **insured**.

**Public relations event** means the publication or broadcast of information which can reasonably be expected to damage a **named insured's** reputation, if such event is caused by:

1. an **evacuation event**;
2. a **disinfection event**;
3. an actual or alleged act, error or omission in the furnishing or failure to furnish **treatment**;
4. an abusive act; or
5. workplace violence or threat of workplace violence.

**Public relations expenses** means reasonable fees and costs incurred by a **named insured**:

1. to engage attorneys, experts and consultants, including third-party media consultants and security consultants to respond directly to an **evacuation event**, **disinfection event**, or **public relations event**;
2. to notify third parties directly affected by an applicable **evacuation event**, **disinfection event**, or **public relations event**; or
3. incurred in the management of public relations of an applicable **evacuation event**, **disinfection event**, or **public relations event**.

However, **public relations expenses** do not include:

1. any salaries, benefits, remuneration, overhead, fees, or loss of earnings incurred by, or paid to, any **insured**; or
2. expenses for general brand promotion or awareness, business upgrades, redesigns, reconfigurations, improvements, or maintenance expenses, or expenses related to normal or ongoing business operations.

Only with respect to coverage provided under this endorsement, the following provision is added to the Limits of Liability section of the General Liability Coverage Part:

## EVACUATION, DISINFECTION AND PUBLIC RELATIONS EXPENSES

Per Event Limit           \$100,000

Aggregate Limit           \$100,000

The Aggregate Limit shown above is the most the **company** will reimburse for all **evacuation expenses, disinfection expenses, or public relations expenses** in connection with all **evacuation events, disinfection events, or public relations events**.

The Per Event Limit specified above is the most the **company** will reimburse a **named insured** for **evacuation expenses, disinfection expenses, or public relations expenses** in connection with any **evacuation event, disinfection event, or public relations event**.

Only with respect to coverage provided under this endorsement, the following exclusion is added:

Privacy Breach

Any request for reimbursement of **public relations expenses** paid in connection with a criminal or civil investigation, complaint or formal administrative proceeding, if such investigation, complaint, or proceeding arises from or is in connection with an actual or alleged violation or infringement of any right to privacy, or any breach of any of the following regulations, or similar statutes and regulations, associated with the confidentiality, access, control, and use of personally identifiable, non-public information:

1. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), known as HIPAA, and related state medical privacy laws;
2. Gramm-Leach-Bliley Act of 1999 (G-L-B), also known as the Financial Services Modernization Act of 1999;
3. state and Federal statutes and regulations regarding the security and privacy of consumer information;
4. governmental privacy protection regulations or laws associated with the control and use of personal information;
5. privacy provisions of consumer protection laws, including the Federal Fair Credit Reporting Act (FCRA) and similar state laws;
6. Children's Online Privacy Protection Act or similar laws; and
7. the EU Data Protection Act or other similar privacy laws worldwide.

**All other terms and conditions of the policy remain unchanged.**

***THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.***

**Endorsement No.:**

**Forming Part of Policy No.:** H003788

**Issued to:** Mangum City Hospital Authority

**Effective Date of Endorsement:** 04/21/2024 at 12:01 a.m. at the address of the First Named Insured stated herein.

**SEXUAL MISCONDUCT WITH SUBLIMITS FOR INNOCENT INSUREDS ENDORSEMENT  
(GENERAL LIABILITY)  
(CLAIMS-MADE AND REPORTED COVERAGE)**

**NOTICE:**

**This endorsement contains claims-made and reported coverage. Please read this endorsement carefully.**

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

The following provision is added to the Insuring Clauses section of the General Liability Coverage Part:

A. SEXUAL MISCONDUCT LIABILITY

1. Claims-Made and Reported

Regardless of whether "Claims-Made and Reported" or "Occurrence" is shown on the Declarations with respect to this Coverage Part, the following provisions apply:

a. The **company** will pay on behalf of any **insured**, not including a **perpetrator**, all **loss**, subject to any applicable Deductible or Self-Insured Retention, and up to the Sexual Misconduct Sublimits of Liability, arising from a **sexual misconduct event** otherwise triggering the General Liability Coverage Part, that took place on or after the Sexual Misconduct Liability retroactive date if the following apply:

- (1) the **insured** did not know at the time of the actual or alleged **sexual misconduct**, that the **perpetrator** had previously engaged in, or was alleged to have previously engaged in, **sexual misconduct**; and
- (2) for a **named insured** organization, that an **authorized insured** did not know at the time of the actual or alleged **sexual misconduct**, that the **perpetrator** had previously engaged in, or was alleged to have previously engaged in, **sexual misconduct**.

Moreover, to be covered under this policy, the **loss** must arise from:

- (1) a **claim** that was first made against, and received by, an **insured** during the **policy period**, and reported to the **company**, in writing, during the **policy period** or within any applicable **extended reporting period**; or
- (2) a **potential claim** that was first known about or discovered by an **insured** during the **policy period**, and reported to the **company**, in writing, during the **policy period** or within the automatic limited **extended reporting period**.

- b. The **company** will pay **claims expense**, subject to any applicable Deductible or Self-Insured Retention, and up to the Sexual Misconduct Sublimits of Liability if shown in this endorsement as "Defense Within Limits," to defend any **insured** against any **claim** or **potential claim** arising from a **sexual misconduct event** otherwise triggering the General Liability Coverage Part, that took place on or after the Sexual Misconduct Liability retroactive date. Moreover, to be covered under this policy, the **claims expense** must arise from:
- (1) a **claim** that was first made against, and received by, an **insured** during the **policy period**, and reported to the **company**, in writing, during the **policy period** or within any applicable **extended reporting period**; or
  - (2) a **potential claim** that was first known about or discovered by an **insured** during the **policy period**, and reported to the **company**, in writing, during the **policy period** or within the automatic limited **extended reporting period**.

However, the **company's** defense of an **insured** will cease when it is established by trial or arbitration verdict, court ruling, regulatory ruling or legal admission, nolo contendere/no contest plea, or Alford plea that the **insured** engaged in **sexual misconduct**. Additionally, the **company's** defense of a **named insured** organization will cease when it is established by trial or arbitration verdict, court ruling, regulatory ruling or legal admission, nolo contendere/no contest plea, or Alford plea that an **authorized insured** knew at the time of the actual or alleged **sexual misconduct** that the person accused of having engaged in the act had previously engaged in, or was alleged to have previously engaged in, **sexual misconduct**.

- c. All **claims** and **potential claims** by all persons or organizations arising out of, or in connection with, a **sexual misconduct event** involving the same **perpetrator**, will be deemed to have been first made on the date that the first of those **claims** is made against any **insured**, or the date the first of such **potential claims** is discovered by an **authorized insured**, whichever date is earlier. Only the policy in effect when the first such **claim** is made and reported to the **company**, or the first such **potential claim** is discovered and reported to the **company**, whichever is earlier, will apply to the **sexual misconduct event** no matter when any subsequent **claims** are made or reported, or **potential claims** are discovered and reported. If, prior to the effective date of this policy, the first such **claim** is made, or the first such **potential claim** is discovered, this policy will not apply to any subsequent **claims** or **potential claims** made during this **policy period** or any **extended reporting period**.

The following provision is added to the Limits of Liability section of the General Liability Coverage Part:

SEXUAL MISCONDUCT LIABILITY

Per Sexual Misconduct Event Sublimit	\$ 1,000,000
Aggregate Sexual Misconduct Event Sublimit:	\$ 3,000,000
Claims Expenses	Defense Outside Limits

Subject to the applicable Aggregate Limit available under this policy for this Coverage Part, the Aggregate Sexual Misconduct Event Sublimit is the most the **company** will pay under this Coverage Part for all **sexual misconduct events** for all **insureds** covered under this policy regardless of the number of **insureds, claims** made or **potential claims** first discovered, person or organizations making **claims** or **potential claims**, or **locations**.

Subject to the applicable Per Event and Aggregate Limits of Liability available under this policy for this Coverage Part, and the Aggregate Sexual Misconduct Event Sublimit shown above, the Per Sexual Misconduct Event Sublimit is the most the **company** will pay under this Coverage Part for any **sexual misconduct event** covered under this policy regardless of the number of **insureds, claims** made or **potential claims** first discovered, persons or organizations making **claims** or **potential claims**, or **locations**.

The Per Sexual Misconduct Event Sublimit and the Aggregate Sexual Misconduct Event Sublimits of Liability specified above are within and shall erode the applicable Per Event and Aggregate Limits of Liability under this Coverage Part.

The following is added to the Retroactive Dates item shown on the Declarations:

Sexual Misconduct Liability: 04/21/2023

The Sexual Misconduct exclusion in the Exclusions section of the General Liability Coverage Part is deleted and replaced with the following:

Sexual Misconduct

Any **claim** or **potential claim** arising from, or in connection with, any actual or threatened **sexual misconduct**. The **company** will, however, provide a defense and indemnity for such allegations subject to the Sexual Misconduct Liability insuring clause.

Only with respect to coverage provided under this endorsement, the following definitions are added to the Definitions section of the Common Policy Provisions and Conditions:

**Perpetrator** means any individual who allegedly or actually, directly or indirectly participated in, acted in concert with, or aided and abetted, any consensual or non-consensual conduct, physical acts, gestures or communications of a sexual act or nature, including, but not limited to: sexual intimacy, sexual molestation, sexual assault, sexual battery, sexual abuse, sexual harassment, sexual exploitation, or alienation of affection.

**Sexual misconduct event** means an **event** resulting in **bodily injury** or **property damage**, or an offense resulting in **personal and advertising injury**, arising out of, or in connection with, **sexual misconduct**. All **events** resulting in **bodily injury** or **property damage**, or offenses resulting in **personal and advertising injury**, arising out of, or in connection with, **sexual misconduct** involving the same **perpetrator** shall constitute one **sexual misconduct event** regardless of the number of acts of **sexual misconduct**, persons injured, **insureds**, **locations**, or length of time over which such **sexual misconduct** occurs.

Only with respect to coverage provided under this endorsement, the Settlement condition in the Conditions section of the Common Policy Provisions and Conditions is amended by adding the following:

However, the **company** may settle any **claim** or **potential claim** involving a **sexual misconduct event** as the **company** deems expedient after first providing written notice to the **first named insured**.

**All other terms and conditions of the policy remain unchanged.**

***THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.***

**Endorsement No.:**

**Forming Part of Policy No.:** H003788

**Issued to:** Mangum City Hospital Authority

**Effective Date of Endorsement:** 04/21/2024 at 12:01 a.m. at the address of the First Named Insured stated herein.

**HEALTHCARE LIABILITY POLICY  
OKLAHOMA AMENDATORY ENDORSEMENT**

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

The Economic Sanctions Exclusion in the Exclusions section of the Common Policy Provisions and Conditions is deleted and replaced with the following:

**ECONOMIC SANCTIONS EXCLUSION**

Whenever coverage provided by this policy would be in violation of any U.S. economic trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control, such coverage shall be null and voidable. Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any **claim** or **potential claim** that would be in violation of U.S. economic or trade sanctions as described above shall also be null and voidable.

The Fraudulent Claims Exclusion in the Exclusions section of the Common Policy Provisions and Conditions is deleted and replaced with the following:

**FRAUDULENT CLAIMS**

Any **claim** or **potential claim** made by an **insured** who knows that the **claim** or **potential claim** is false or fraudulent, as regards to amount or otherwise; additionally, this policy shall become voidable and all **claims** and **potential claims** hereunder shall be forfeited.

The Cancellation, Nonrenewal and/or Termination of Coverage condition in the Conditions section of the Common Policy Provisions and Conditions is deleted and replaced with the following:

**CANCELLATION, NONRENEWAL AND/OR TERMINATION OF COVERAGE**

1. This policy may be canceled by the **first named insured**. The **first named insured** shall provide written notice to the **company** requesting cancellation. The cancellation shall be effective on the date requested by the **first named insured** or the date the notice is received by the **company**, whichever is later.
2. Any coverage contained within this policy may be terminated by the **first named insured**. The **first named insured** shall provide written notice to the **company** requesting the coverage termination. The termination shall be effective on the date requested by the **first named insured** or the date the notice is received by the **company**, whichever is later.
3. If the **first named insured** cancels this policy, or terminates any coverage contained therein, earned premium shall be computed in accordance with the standard short rate tables and procedure. If the **company** cancels this policy, or terminates any coverage contained therein, earned premium shall be computed pro rata. Premium



adjustments shall be made within a reasonable period of time after cancellation. However, payment or tender of unearned premium shall not be a condition of cancellation.

4. This policy, or any coverage contained therein, may also be canceled or terminated by the **company**. The **company** will provide written notice to the **first named insured** at the last address on record with the **company** not less than 10 days prior to the effective date of such cancellation if the reason for cancellation is nonpayment of premium. If the cancellation is for any reason other than nonpayment of premium, the **company** will provide written notice to the **first named insured** at the last address on record with the **company** not less than 45 days prior to the effective date of such cancellation.
5. If the policy is in place for less than 45 business days and is not a renewal policy, the **company** may cancel the policy for any reason. If the policy is in place for 45 business days or longer, or is a renewal policy, the **company** may only cancel the policy for one or more of the following reasons:
  - a. nonpayment of premium;
  - b. discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any **claims** or **potential claims** submitted thereunder;
  - c. discovery of willful or reckless acts or omissions by an **insured** which increases any hazard insured against;
  - d. the occurrence of a change in the risk which substantially increases any hazard insured against after the coverage has been issued or renewed;
  - e. a violation of any federal, state or local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
  - f. a determination by the Oklahoma Commissioner of Insurance that the continuation of the policy would place the **company** in violation of the state's insurance laws;
  - g. an **insured's** conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or
  - h. **loss** or substantial changes in the **company's** reinsurance.
6. This policy may be nonrenewed by the **company** by providing written notice of the nonrenewal to the **first named insured** at the last known address not less than 45 days prior to the expiration date provided in the policy. If the notice is provided less than 45 days before the end of the **policy period**, the **policy period** shall be extended until 45 days after the notice was provided. Earned premium for such an extension of coverage shall be calculated pro rata based upon the rate applicable at the beginning of the **policy period**. However, no notice is required if:
  - a. the **company** has offered to renew the policy;
  - b. the **insured** obtained replacement coverage;
  - c. the **insured** has agreed in writing to obtain replacement coverage; or
  - d. the **insured** has agreed in writing to obtain replacement coverage.
7. The **company** will provide notice to the **first named insured** at least 45 days prior to the end of the **policy period** if the **company** intends to condition renewal upon:
  - a. an increase in premium;
  - b. a change in the deductible;
  - c. a reduction in the limits of insurance; or
  - d. a reduction in the coverage offered.

If the notice required under this subparagraph is provided less than 45 days prior to the end of the **policy period**, the policy shall remain in effect without change until 45 days after the notice is given, or the effective date of any replacement coverage obtained by the **insured**, whichever occurs first. If the **insured** elects not to renew, earned premium for any extension of the **policy period** shall be calculated pro rata based upon the rate applicable at the beginning of the **policy period**. If the **insured** accepts the change(s), the change(s) shall become effective at the beginning of the new **policy period**. However, no advance notice shall be required for changes:

- a. in a rate or plan filed with or approved by the Insurance Commissioner, or filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act and applicable to an entire class of business;
  - b. based upon the altered nature of the extent of the risk insured; or
  - c. in policy forms filed with or approved by the Oklahoma Insurance Commissioner and applicable to an entire class of business.
8. If the **company** cancels or nonrenews an **insured's** policy, the **insured's** coverage under that policy shall terminate on the earlier of:
- a. the date stated on the cancellation or nonrenewal notice; or
  - b. the date the **insured** procures replacement coverage.

The Fraud Warning condition in the Conditions section of the Common Policy Provisions and Conditions is deleted and replaced with the following:

#### OKLAHOMA FRAUD WARNING

WARNING: Any person who knowingly, and with an intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

The Representations condition in the Conditions section of the Common Policy Provisions and Conditions is deleted and replaced with the following:

#### REPRESENTATIONS

1. By acceptance of this policy, each **insured** agrees and represents that the statements and particulars made in all **applications** are true and correct. It is further understood and agreed that all **applications** are incorporated into, and shall form a part of, this policy. Therefore, this policy and any endorsements hereto, and all **applications** embody all agreements between the **company** and any of its authorized representatives, and all **insureds** relating to this insurance.
2. In the event any **application** was executed or endorsed by an **insured's** insurance producer, the **insured** acknowledges that the insurance producer has acted under the **insured's** express authority and that the **insured** has thoroughly reviewed the information contained on any **application**.
3. The representations made by an **insured** in the **applications** are the basis for the coverage provided, as well as the **company's** calculation of the applicable premium. Therefore, it is understood and agreed that, to the extent permitted by law, the **company** reserves all rights, including the right to rescind this policy, or deny any coverage provided for a **claim** or **potential claim**, based upon any material misrepresentation made by any **insured**. As used in this condition, "material misrepresentation" means concealment, misrepresentation, omission or fraud which, if known by the **company**, would have led to refusal by the **company** to make this contract or provide coverage, or to make this contract or provide coverage on different terms or conditions.
4. No knowledge or information possessed by any **insured** shall be imputed to any other **insured**, except for material facts or information known to the person or persons who signed or submitted an **application** to the **company**. In the event of any material misrepresentation in connection with any of the particulars or statements in the **application**, this policy shall be voidable with respect to any **insured** who knew of such material misrepresentation or to whom such knowledge is imputed.

The following condition is added to the Conditions section of the Common Policy Provisions and Conditions:

#### ADDRESS OF COMPANY

The **company** is located at 5814 Reed Road, Fort Wayne, Indiana, 46835.

The following provision is added to the Optional Extended Reporting Period provision of the Extended Reporting Period condition of the Conditions section of the Common Policy Provisions and Conditions:

The **company** has no duty to make an offer for an **extended reporting period** if the policy is cancelled for material misrepresentation, fraud or nonpayment of premium.

**All other terms and conditions of the policy remain unchanged.**

Draft



RENTAL CONTRACT

This Agreement is made and entered into effective March 1<sup>st</sup>, 2024 (hereinafter referred to “Effective Date”) between Midtown Investments, LLC dba Custom Medical Solutions with an address of 7100 Northland Circle, Suite 410 Brooklyn Park, MN 55428 (hereinafter “LESSOR”) and Having a principal place of business at Mangum Regional Medical Center with an address of 1 Wickersham Drive Mangum, OK 73554 including all owned and managed facilities (hereinafter “LESSEE”).

**WHEREAS**, LESSOR desires to rent or sell to LESSEE certain specialty products as generally described on SCHEDULE A (Contract Pricing and Services) attached hereto.

**WHEREAS**, LESSEE desires to rent or purchase from LESSOR for their facilities listed.

**WHEREAS**, LESSEE desires to rent from LESSOR the Equipment at the rental rates set forth in the Contract Pricing.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Equipment and Rental Rates. Attached hereto on SCHEDULE A are the rates to be charged by LESSOR to LESSEE throughout the term of this Contract.
2. Term. LESSEE hereby names LESSOR its primary vendor for rental of the Equipment for an initial term of one (1) year beginning on March 1<sup>st</sup>, 2024 (the “Commencement Date”) and ending on March 1<sup>st</sup>, 2025. The Agreement shall automatically renew for one-year terms on its expiration date unless either party gives written notice to the other of its intent to not renew the Agreement at least ninety (90) days prior to the expiration date or ninety (90) days prior to the end of any annual renewal term.
3. Guaranteed Performance.
  - a. During the first ninety (90) days after the signing of the contract, Lessor and each Lessee facility will agree upon an equipment list. Custom Medical Solutions’ local service center will stock this equipment for their agreed upon rental needs.
4. Invoicing. LESSOR shall issue an invoice for each item of Equipment delivered to LESSEE, and each item of Equipment shall include a description of the Equipment and, where applicable, the barcode(s).
5. Billing and Payment Terms.
  - a. Billing shall commence at the time of delivery, prorated for the shipments made after the first day of the month and on the first of each month thereafter. All invoices shall be due thirty (30) days after invoice date. Overdue invoices shall bear interest at the lower of one and a half percent (1 ½%) per month or the maximum rate allowed by law. Acceptable forms of payment are checks, money orders, and bank wires in U.S. Funds.

- b Any Purchase order issued under this agreement by Lessee shall be made to the appropriate branch office of LESSOR. LESSOR will not deliver Equipment to Lessee without an authorized Purchase Order except in situations such as weekends, holidays, and evenings after normal business hours in which case a purchase order shall be issued on the next regular business day by Lessee
6. Equipment Title. The Equipment is, and shall at all times be and remain, the sole and exclusive property of LESSOR, and LESSEE shall have no right, title or interest therein or thereto. LESSEE shall not remove LESSOR labels and shall not encumber, sell, or mortgage the Equipment. This does not apply to "Rent-to-Own" equipment and services.
7. Orders. After full execution and delivery of this Agreement, LESSEE may order any item of Equipment at any time, 24 hours a day, 7 days a week, 365 days a year, by telephone to LESSOR at (866) 350-5640 or at such other number as LESSOR may establish from time to time.
8. Use of Equipment. LESSEE shall use and operate the Equipment in a careful and proper manner and shall not allow untrained personnel to use or operate the Equipment in any manner that is inconsistent with the applicable standards in the industry or inconsistent with the Operator's Manual or instructions (in-service) provided by LESSOR.
9. Duties and Responsibilities of LESSOR.  
Throughout the term of this Agreement LESSOR shall:
- b. Be available for routine visits to assess the status of the Equipment and to consult with the various staff of LESSEE regarding their support needs (i.e. further in-service training, equipment documentation, etc.);
  - c. Be available to educate LESSEE with regard to the value and benefits of consolidating orders, receiving fewer shipments, processing fewer invoices, and creating fewer payment checks through participating in the Agreement;
  - d. Provide, at no additional cost, in-service education for the Equipment it rents to LESSEE. Because the original equipment manufacturer (OEM), rather than LESSOR, is most capable of providing technically competent in-service training, all in-service training will be provided by qualified OEM representatives or certified designees and/or OEM video tape presentation. The LESSOR will coordinate in-service training through the applicable OEM. All in-service training will be scheduled at the convenience of LESSEE;
  - e. Mail to LESSEE reasonable quantities of informational and promotional materials describing LESSOR's programs, goods, and services
10. Maintenance and Service. LESSOR shall provide routine maintenance and service for the Equipment without charge to LESSEE. LESSEE shall make rented Equipment available to LESSOR for inspection and service.
11. Lost, Damaged or Destroyed Equipment. If any item of Equipment is lost, damaged or destroyed while in LESSEE's possession or control, LESSEE shall promptly purchase from LESSOR the lost, damaged or destroyed Equipment at replacement value. LESSEE shall be allowed thirty (30) days to locate lost Equipment after being notified by LESSOR.
12. Return of Equipment. Upon termination or expiration of this Agreement and/or upon termination of any rental term for any item of Equipment hereunder, LESSEE shall have Equipment ready for LESSOR to pick up at same location of delivery, in good operating condition, reasonable wear and tear accepted.

13. Discontinuation of Equipment Use. Once use of any item of Equipment has been discontinued, Lessee shall promptly notify LESSOR of such discontinuation and have the item of Equipment available for pick-up by LESSOR at the facility where it was delivered.
14. Warranty LESSOR warrants that throughout its period of installation the Equipment shall remain mechanically sound and medically safe when used for its designed purpose and when used in compliance with all manuals, directives and similar communications provided to Lessee regarding the use of the Equipment. LESSOR does not warrant specific medical results for LESSEE. Nothing contained herein shall be construed as an indemnification or release of LESSEE by LESSOR for any claims of injury or damage, to person or to property, arising as a result of the negligence or willful misconduct of Lessee.
15. Indemnification. LESSEE shall indemnify and hold LESSOR harmless for any damages or injury to property or person that may occur as a result of LESSEE's failure to comply with the terms of this Agreement, including but not limited to, LESSEE's failure to return any item of Equipment or to make any item Equipment available for inspection and service.
16. Insurance.  
(a) LESSEE shall, during the term of this Agreement, maintain in full force and effect adequate comprehensive general liability insurance and workers compensation insurance in the amounts required by law. LESSEE shall provide to LESSOR a certificate evidencing this insurance if requested in writing by LESSOR.  
(b) LESSOR shall, during the term of this Agreement maintain in full force and effect adequate comprehensive general liability insurance and workers compensation insurance in the amounts required by law.
17. Taxes. LESSEE shall prepare and file all applicable tax returns related to the use, rental, sale or possession of each item of Equipment and shall pay all taxes when due.
18. Force Majeure. Neither party shall be liable for any damages that may result from any delay or failure in performance due to any reason or unforeseen circumstances beyond the obligated party's reasonable control, including acts of God or public authorities, war and war measures, terrorist attacks, civil unrest, fire, epidemics, unforeseeable accidents or delays in transportation, delivery or supply or labor disputes.
19. Default and Remedies. If LESSEE (i) does not pay when due, any invoice or any portion thereof or any other amount required by this Agreement to be paid; (ii) breaches any of the terms or conditions of this Agreement; (iii) ceases doing business as a going concern; (iv) has a petition filed by or against it under any of the provisions of applicable bankruptcy laws then in effect; (v) makes an assignment for the benefit of creditors, (vi) calls a general meeting of creditors or attempts any informal arrangement with creditors; (vii) makes a purported assignment of this Agreement or any part hereof in violation of this Agreement or there occurs a substantial change in the ownership or control of LESSEE's equity, business or assets; (ix) engages in any unsafe practices that LESSOR determines, in its sole discretion, will compromise patient safety; (x) takes any action that LESSOR determines, in its sole discretion, may bring LESSOR's name into disrepute; **THEN** LESSOR shall have the right to exercise any one or more of the following remedies: (i) terminate this Agreement immediately, in whole or in part, without notice; (ii) declare all unpaid charges to be immediately due and payable; (iii) take possession of the Equipment, wherever the same is located, without demand or notice, without any court order or

other process of law, and without liability to LESSEE or its customers for any damages occasioned by such taking of possession; and (iv) pursue any other remedies existing at law or in equity. LESSOR shall be entitled to recover all costs, including, but not limited to attorneys' fees, incurred in connection with collection under this Agreement and with pursuing any and all of the foregoing remedies.

20. Assignment and Modification. Without LESSOR's prior written consent, Lessee shall not assign this Agreement. This Agreement shall not be modified or amended without the prior written consent of both parties.
21. Termination.
- (a) The other party shall have the right to terminate this Agreement if:
- (i) A party fails to pay any amount owed hereunder and such failure continues for a period of thirty (30) days or more.
  - (ii) There is a material violation by a party of any provision of this Agreement (other than the non-payment of monies) which violation continues uncured for a period of sixty (60) days after written notice to the other party specifying such violation; or
  - (iii) A party makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated insolvent or bankrupt, a proceeding is filed against said party to declare said party a bankrupt and said proceeding is not dismissed within thirty (30) days, or said party commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction.
- (b) Any termination of the Agreement shall not affect any obligations which accrued prior to the effective date of such termination.
22. Proprietary Information. LESSEE acknowledges and agrees that LESSOR possesses valuable proprietary rights in its systems, methods and procedures in connection with the services provided hereunder, including but not limited to: all documents and materials provided to LESSEE and/or otherwise developed or used by LESSEE; all proposals, surveys and studies performed by or on behalf of LESSEE in connection with the services provided hereunder; all price lists, equipment rental lists, and similar information (collectively "Confidential Information"). All Confidential Information that is disclosed to LESSEE and/or its employees, agents, and representatives, shall be maintained by the recipient thereof in strict confidence and shall, at all times, remain the exclusive and sole property of LESSOR.
23. Freight Charges. The Equipment will be delivered F.O.B. to LESSEE except in the following situations:
- 1) Should LESSEE need a large amount of the Equipment for a short duration due to Facility construction, maintenance or relocation, LESSOR will be entitled to charge to LESSEE freight or a higher negotiated rental price.
- The following are examples of situations where freight will be charged to LESSEE:
- (a) Census Fluctuation: When a new wing/Facility is opened and items are needed for short term.
  - (b) Temporary Units: Due to construction, or other reasons, a temporary Facility/wing needs to be outfitted with Equipment for a short term.
24. Regulatory Compliance. LESSOR represents and warrants that in using the Equipment furnished



Hereunder, LESSOR will comply at all times with all applicable local, state, and federal law regulations relating thereto.

- 25. Notices. All notices required to be given by one party to the other shall be sent by certified mail, return receipt requested, or overnight delivery service addressed as follows:

If to LESSOR: Custom Medical Solutions  
 7100 Northland Circle  
 Suite 410  
 Brooklyn Park, MN 55428  
 Attn: President and CEO

With a copy to: Jason Richardson  
 1281 Blackrush Drive  
 Tarpon Springs, FL 34689

If to LESSEE: to the address set forth in the preamble to this Agreement.

- 26. Miscellaneous. The form of the Agreement is intended for general use throughout the United States, and in the event that any particular provision is or may become prohibited by the law of any individual State or political subdivision thereof, that particular provision shall be deemed void, but all other provisions shall, to the extent permissible, remain in effect, and this entire Agreement (except for the prohibited provision) shall remain valid and enforceable. The Agreement, shall be governed by, construed under and interpreted in accordance with the laws of the State of Minnesota. Any disputes hereunder which cannot be amicably resolved shall be heard and tried in a court of competent jurisdiction in the State of Minnesota.
- 27. Title. The Equipment is, and shall at all times be and remain, the sole and exclusive property of LESSOR, and LESSEE shall not have any right, title or interest in or to the Equipment. All replacements, substitutions, modifications, alterations and repairs to the Equipment shall become a component part of the Equipment and shall be included under the terms hereof, and title thereto shall remain at all times in the LESSOR. Rent-to-Own equipment is excluded.
- 28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but each counterparts together shall constitute but one and the same instrument.
- 29. Acceptance. In order to be valid, this agreement must be signed below by a duly authorized officer of LESSOR and LESSEE.

COHESIVE HEALTHCARE

MIDTOWN INVESTMENTS, LLC dba  
CUSTOM MEDICAL SOLUTIONS

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

<b>Cohesive Healthcare</b>	
<b>SUPPORT SURFACE AND DME EQUIPMENT RENTAL PRICE LIST</b>	
<b>CUSTOM MEDICAL SOLUTIONS</b>	
*** Confidential ***	
<b>To order equipment call 866-350-5640 or 763-535-5906</b>	<b>Daily Rate</b>
<b>Long Term Care Tier 1 Product Line</b>	
Matrix Guardian IV	\$ 5.00
Matrix Low Air Loss Mattress	\$ 12.00
Matrix Solace (used with Matrix LAL or ALAL)	\$ 25.00
<b>Bariatric Products</b>	
Bariatric Bed with Foam Mattress 750lb or 1000lb-Full electric, expandable to 48"	\$ 35.00
Bariatric Bed with air transfer device	\$ 80.00
Bariatric Bed with air transfer device and drive system	\$ 90.00
Bariatric Low Air Loss Mattress 39", 42", 48"	\$ 24.00
Bariatric Commode	\$ 8.00
Bariatric Walker	**** \$ 5.00
Bariatric Wheelchair 22",24",26",28"	\$ 11.00
Bariatric Lift w/ Sling	**** \$ 20.00
Bariatric Lift - 700lb w/ Sling	\$ 36.00
Bariatric Trapeze	**** \$ 8.00
<b>Fall Management Products</b>	
Primus 901 Low bed	\$ 17.00
Matteo Lift Chair	\$ 29.00
Spirit Select Bed w/ Mattress & Scale	\$ 48.00
<b>Additional Products</b>	
Continuous Passice Motion Machine	\$ 7.50



### New Account Setup for RMI

Facility:	Date:
Address:	Attention:
City:	CMS Office:
State:	Employee Name
Zip:	REP Name:
Phone:	
Fax:	
Comments:	

Please fax completed form to the Corporate office at 612-294-3289 or email to [tmeans@custommedicalsolutions.com](mailto:tmeans@custommedicalsolutions.com)  
 Credit Application form must be submitted in addition to New Account Setup form to complete customer setup

CMS Employee Printed Name	CMS Employee Signature	Date



EST-21097

**ContractSafe**  
23823 Malibu Road  
Suite 50-197  
Malibu, CA 90265

Date: Jan 4, 2024

Bill To:

Payment Terms: NET 30

ATTN: Chee Her  
**Cohesive Healthcare Management & Consulting**  
2510 E Independence St, Ste 100  
Shawnee, OK 74804

Item	Quantity	Rate	Amount
<b>Renew subscription as Organize with 5000 contracts</b> Subscription period Mar 15, 2024 — Mar 15, 2025	1	USD 8,300.00	USD 8,300.00

Subtotal: USD 8,300.00

Tax: USD 0.00

Total: USD 8,300.00

Terms:

Subject to the ContractSafe Terms of Use (<https://www.contractsafe.com/terms-of-use>), which exclusively govern your use of our solution and services.

**Cohesive - Vendor Contract – Summary Sheet**

1.  **Existing Vendor**  **New Vendor**
2. **Name of Contract:** GPO/Buying Group Declaration
3. **Contract Parties:** AmerisourceBergen Drug Corporation and Mangum Regional Medical Center
4. **Contract Type Services:** Pharmaceutical drug/medication services
  - a. **Impacted hospital departments:**
    - Pharmacy
5. **Contract Summary:**

Agreement allows the hospital to receive drug/medication and supplies from this vendor through the hospital's group purchasing organizations to receive best pricing.
6. **Cost:**
7. **Prior Cost:**
8. **Termination Clause:** May be terminated at any time.
  - a. **Term:** 1 year term starting on March 1, 2024.
9. **Other:** N/A

# GPO / Buying group declaration form

This document ("GPO Declaration") is a declaration of the applicable group purchasing organizations or buying groups (each, a "GPO") for the pharmacy location listed below and for any additional pharmacy locations listed in any attachment hereto (each, a "Facility"). This GPO Declaration supersedes any prior GPO declaration that was submitted to AmerisourceBergen Drug Corporation ("AmerisourceBergen").

This GPO Declaration designates a single primary GPO ("Primary GPO") for each Facility, even if a Facility has multiple GPO affiliations. **This GPO Declaration will not be accepted if multiple Primary GPO affiliations are designated below.**

To the extent applicable, this GPO Declaration also serves as a declaration of the Facility's eligibility for GPO contract pricing. In order to utilize a GPO's pricing contracts, this GPO Declaration should be completed at least thirty (30) days prior to the effective date of the initial start of service or any change in GPO, as applicable. GPO contract pricing will not be implemented without a signed GPO Declaration reflecting the applicable Primary GPO and any secondary GPO designations. Each Facility is responsible for resolving any contract pricing discrepancies for eligibility under GPO or individual pricing contracts. If a manufacturer disputes contract pricing, AmerisourceBergen will issue a credit for the amount paid and will re-bill the Facility at the non-contract price that was in effect at the time of the original order. Unless otherwise permitted by law, signature of this GPO Declaration constitutes a representation by each Facility that (i) it will comply with all manufacturer contract terms, (ii) to the extent applicable, products purchased based on GPO contract pricing will be used only for the Facility's "own use" as defined in Abbott Laboratories v. Portland Retail Druggist Ass'n, 425 U.S. 1 (1976), and (iii) if any portion of the business does not qualify for GPO contract pricing, the Facility will maintain a separate inventory and will not otherwise divert products sold at such contract pricing. Any diversion or other use of these products may result in immediate termination of the Facility's accounts.

Please list the name, address, DEA and HIN numbers of the Facility below, along with the Primary GPO and any secondary GPO, if applicable. Facilities with the same Primary GPO affiliation may be listed on an attachment hereto (note, a separate GPO Declaration Form must be completed for accounts created pursuant to the 340B Drug Pricing Program, including Contract Pharmacy accounts). This GPO Declaration may be signed by either party electronically. By signing this GPO Declaration electronically, each party agrees to be legally bound by the terms herein with the same effect as if the party had signed this GPO Declaration with a manual signature.

**Customer to fill all fields below**

Facility name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Other names under which you have operated in the last year \_\_\_\_\_

Parent corporation (if applicable) \_\_\_\_\_

DEA number \_\_\_\_\_ HIN number \_\_\_\_\_

AmerisourceBergen division \_\_\_\_\_

Primary GPO (select one) \_\_\_\_\_ Secondary GPO (select one) \_\_\_\_\_

\_\_\_\_\_  
Name (First and Last)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**FFF Enterprises, Inc.**  
**Account and Credit Application Form**  
**Please read all information carefully**

- New Account Request**
- Existing Account Update**

Provide Account# \_\_\_\_\_

**1. Account Information**

Legal Business Name \_\_\_\_\_ DBA Name \_\_\_\_\_

**Delivery Address\***

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Attention \_\_\_\_\_ County \_\_\_\_\_  Incorporated  Unincorporated

Main Phone \_\_\_\_\_ Fax \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Send **Order Confirmation** emails? Yes  No  Send **Shipment Notification** emails? Yes  No

**Days NOT open for Operation**

Check the days you are **NOT** open a full day to receive deliveries.  Monday  Tuesday  Wednesday  Thursday  Friday

**GPO** Is your business part of a GPO (Group Purchasing Organization)? Yes  No

If Yes, which affiliation(s)? \_\_\_\_\_ GPO Member Identification Number \_\_\_\_\_

**Licensing** Federal and state laws require FFF to verify licensing to purchase prescriptions or products labeled "Rx Only." (Attach a copy)

License Type: \_\_\_\_\_ License No.: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

**Classification/Identification** \*Physicians - Requires guarantee to be completed

Facility Type \_\_\_\_\_ Class of Trade \_\_\_\_\_

To assist with manufacturer facility identification and DSCSA requirements, please provide a:

DEA license\* \_\_\_\_\_ HIN # \_\_\_\_\_ **GLN # (Required)** \_\_\_\_\_

Do you plan to purchase controlled substances? Yes\*  No

\*If Yes, please provide a copy of your DEA and if applicable, state specific controlled substance licensing. Upon completion of the account setup, a SOM Customer Questionnaire will be sent to you.

**2. Financial Information**

Invoice Address  Same as the Delivery address

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Statement Address  Same as the Invoice address  Same as the Delivery address

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

A/P Contact Name \_\_\_\_\_ Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Invoicing Preference

Print  Email  Both Email address \_\_\_\_\_

**Estimated Monthly Purchase** (please check the appropriate box) *Financial Statements may be requested for Credit Limits in excess of \$5K*

- \$0 - \$5,000     \$20,001 - \$50,000     \$100,001 - \$250,000     \$500,001 - \$1,000,000     \$2,000,001 - \$5,000,000
- \$5,001 - \$20,000     \$50,001 - \$100,000     \$250,001 - \$500,000     \$1,000,001 - \$2,000,000     \$5,000,001 +

**Additional Information**

Tax Payer Identification \_\_\_\_\_ Type of Business \_\_\_\_\_ Type of Ownership \_\_\_\_\_

If Sole Proprietorship, owner name \_\_\_\_\_ If Partnership, partner names \_\_\_\_\_

Are there any suits, liens or judgments over \$50,000 filed against applicant? Yes  No  Have you ever filed for bankruptcy? Yes\*  No

\*If Yes, attach explanation.

Do you require a purchase order number for payment? Yes  No

**3. Consignment**

Will you be requesting an RNI cabinet/unit Yes  No  Will you be purchasing Dermatology or Ophthalmology products? Yes  No

If yes was checked for either question above, please provide:

Full Legal Company Name \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_



# FFF Enterprises New Account and Customer Credit Application

Item 26.

Please read all information carefully

## Terms and Conditions (Not Applicable to FSS eligible entities)

**Terms:** This application is submitted to FFF Enterprises Inc. for the purpose of obtaining credit. The undersigned represents and warrants that all information contained herein is current, correct and complete, and that FFF may rely on such information in deciding to extend or discontinue credit. The undersigned agrees to notify FFF immediately, in writing, of any change in the foregoing information including, without limitation, any change in the nature of the business, ownership, licensure, registration name, location of the business, or financial condition.

**Payment:** Customers wishing to establish a credit account with FFF must complete and sign this application form. Terms of payment for all orders are Net 30 days from the date of invoice, unless otherwise agreed to in writing by the customer and FFF. Prices billed are the prices in effect at the time the customer's order is accepted by FFF. Prices are subject to change without notice. The customer hereby guarantees payment of all debts, accounts and invoices. The customer agrees to pay all debts, accounts and invoices owing to FFF in full accordance with the agreed upon terms of the sale. In the event such debts, accounts or invoices owing are not paid when due, they will accrue late charges at the rate of 1.5% per month or the maximum rate allowed by law, whichever is the lesser rate. The customer hereby agrees to pay all fees and collection costs including attorneys' fees, in the event this account is placed for collection, and waives the privilege of being sued in the customer's county of residence. Earned discounts must be taken at the time of original invoice payment.

**Credits and Returns:** Credit for returned merchandise will be issued only for items that are authorized for return by FFF, in compliance with FFF's Return Goods Policy. All credits will be reflected in the customer's account to apply toward future purchases. The customer must report any order discrepancies within 48 hours of receipt of product. FFF is not obligated to issue credit on discrepancies not reported within 48 hours.

**Orders and Shipping:** All orders are shipped FOB Destination, except for expedited service. FFF will only ship to the address shown on a valid State-issued license, Registration Permit and/or license as applicable or as otherwise permitted by law, rule or regulation.

**Sales Tax Information:** If applicable, the customer will be charged state sales tax until such time as a valid state resale card is filed in our administrative office. There will be no retroactive credits granted for purchases made prior to the receipt. The resale card must contain a description of exempted materials for which resale is allowed in the course of business.

**Own Use:** Customer represents, warrants and agrees that Customer is purchasing products from FFF for its own use and use by its affiliated healthcare providers in delivering services to patients and not for resale. Customer acknowledges that FFF is relying on this representation in making its decision to sell products to Customer.

### FFF ENTERPRISES CHANNEL INTEGRITY PLEDGE

Because FFF's Responsible Distribution Channel provides a secure chain of custody that ensures biopharmaceutical products move only from the manufacturer through a single, ethical distributor to the customer, with no gray area in between;

Because FFF's Responsible Distribution Channel protects the efficacy, integrity and safety of biopharmaceuticals and the health and well-being of patients;

And, because FFF's Responsible Distribution Channel promotes product availability, safety and cost containment;

We therefore pledge to honor FFF's Responsible Distribution Channel, the product safety it ensures, and the primary benefit that Channel Integrity provides: **improved patient safety.**



I hereby warrant and represent that FFF has the authority to bind the Customer to the terms and conditions stated above. Furthermore, the Customer agrees to comply with all conditions stated above and to authorize the release of credit information to FFF Enterprises. Signature, name and date not required for FSS eligible entities.

\_\_\_\_\_  
Authorized purchasing agent signature (for legal account name)

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal account name of facility

**Please sign, then send the application and supporting documents to:**

**E-mail: [salesopspecialty@fffenterprises.com](mailto:salesopspecialty@fffenterprises.com)**

**Or**

**Fax: (951) 240-4504**

Date

Contract Affiliation

**2023-2024  
Premier Influenza Vaccine  
ORDER FORM**



Telephone	Fax	Purchase Order Number
FFF Account Number	State License Number	
Order Placed By	Email Address	
Customer's Special Instructions		

Ship To	Bill To
Attn:	Attn:

Item No.	Description	Dose	U/M	Price	Qty. in Boxes or Vials
<b>Seqirus</b>					
FLU012303	<b>Fluad® Quadrivalent Influenza Virus Vaccine</b> 0.5mL prefilled syringes, needleless, 10 per box 65 years of age and older (no preservatives or latex)	\$58.673**	Box of 10	\$586.73**	
FLU242310	<b>Afluria® Quadrivalent Influenza Virus Vaccine</b> 5mL 10-dose vial 6 months of age and older (no latex)	\$15.813**	Vial	\$158.13**	
FLU032303	<b>Afluria® Quadrivalent Influenza Virus Vaccine</b> 0.5mL prefilled syringes, needleless, 10 per box 3 years of age and older (no preservatives or latex)	\$16.978**	Box of 10	\$169.78**	
FLU142310	<b>Flucelvax® Quadrivalent Influenza Virus Vaccine</b> 5mL 10-dose vial 6 months of age and older (no antibiotics or latex)	\$21.914**	Vial	\$219.14**	
FLU132303	<b>Flucelvax® Quadrivalent Influenza Virus Vaccine</b> 0.5mL prefilled syringes, needleless, 10 per box 6 months of age and older (no preservatives, antibiotics or latex)	\$23.524**	Box of 10	\$235.24**	

\*\*Exclusive of Federal Excise Tax of \$0.75 per dose

**Seqirus Returnability**

Up to 15% of doses by presentation type are eligible for return.  
Supersedes all previous returnable programs. Returns must be in full-pack quantities only.

**Sanofi Pasteur**

FLU063915	<b>Fluzone® Quadrivalent Influenza Virus Vaccine</b> 5mL 10-dose vial 6 months of age and older (no preservatives or latex)	\$17.598**	Vial	\$175.98**	
FLU042350	<b>Fluzone® Quadrivalent Influenza Virus Vaccine</b> 0.5mL prefilled syringes, needleless, 10 per box 6 months of age and older (no preservatives or latex)	\$19.002**	Box of 10	\$190.02**	
FLU012365	<b>Fluzone® High-Dose Quadrivalent Influenza Virus Vaccine</b> 0.7mL prefilled syringes, needleless, 10 per box 65 years of age and older no preservatives or latex)	\$63.706**	Box of 10	\$637.06**	
FLU072310	<b>Flublok® Quadrivalent Influenza Vaccine</b> 0.5mL prefilled syringes, needleless, 10 per box 18 years and older (no eggs, influenza virus, preservatives, antibiotics or latex)	\$63.706**	Box of 10	\$637.06**	

\*\*Exclusive of Federal Excise Tax of \$0.75 per dose

**Sanofi Pasteur Returnability**

Up to 15% of doses by presentation type are eligible for return.  
Supersedes all previous returnable programs. Returns must be in full-pack quantities only.

**GlaxoSmithKline**

FLU081452	<b>FluLaval® Quadrivalent Influenza Virus Vaccine</b> 0.5mL prefilled syringes, needleless, 10 per box 6 months of age and older (no preservatives or latex)	\$18.08**	Box of 10	\$180.80**	
FLU190952	<b>Fluarix® Quadrivalent Influenza Virus Vaccine</b> 0.5mL prefilled syringes, needleless, 10 per box 6 months of age and older (no preservatives or latex)	\$18.08**	Box of 10	\$180.80**	

\*\*Exclusive of Federal Excise Tax of \$0.75 per dose

§ GSK contract pricing requires all members to be decked in the GSK system to qualify for the contract prices, as listed.

**GlaxoSmithKline Returnability**

Up to 15% of doses by presentation type are eligible for return.  
Supersedes all previous returnable programs. Returns must be in full-pack quantities only.

FLU031010	<b>FluMist® Quadrivalent Influenza Vaccine Live, Intranasal*</b> 0.2mL prefilled, single-use Intranasal spray <b>2 years to 49 years of age</b> (no preservatives or latex)	<b>\$20.425**</b>	Box of 10	<b>\$204.25**</b>	
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\*\*Exclusive of Federal Excise Tax of \$0.75 per dose

**2023-2024 Prebook Program for FluMist Quadrivalent**

Early prebook by May 31, 2023 to receive 14% off list price of \$237.50 on all doses, included in above price. In-season orders placed on or after June 1, 2023 receive 5% discount off list price of \$237.50.

AstraZeneca contract pricing requires all members to be decked with AstraZeneca under their contract to qualify for the contract prices, as listed.

**AstraZeneca Returnability**

Customers may return up to 25% of product purchased.

*Supersedes all previous returnable programs. Returns must be in full-pack quantities only.*

**Total Order Quantity**

Orders can be cancelled or reduced on or before **May 1, 2023**. Cancellations may affect discounts, rebates and return policies. Please refer to each manufacturer's specific terms regarding discounts, rebates and return policies.

Complete and fax this form to FFF Enterprises: (800) 418-4333. Online orders are accepted through MyFluVaccine.com. If you have any questions, contact Wow! Customer Service at (800) 843-7477.

Payment terms: 0.25% 20 days, net 60 days.

A confirmation with final confirmed pricing will be sent out to all customers for review, prior to shipment.

Customer represents warrants and agrees that Customer is purchasing products from FFF for its own use and use by its affiliated healthcare providers in delivering services to patients and not for resale. Customer acknowledges that FFF is relying on this representation in making its decision to sell products to Customer.

I have ordered the quantities listed above and agree to the terms that apply:

Authorized Signature:

Date:

**Thank you for supporting FFF's  
Guaranteed Channel Integrity!**



**Hospital Vendor Contract Summary Sheet**

1.     Existing Vendor                       New Vendor
2.    **Name of Contract:**   Katz Brunner Healthcare
3.    **Contract Parties:** MRMC/Katz Brunner Healthcare
4.    **Contract Type Services:** Service Agreement
5.    **Impacted Hospital Departments:** Hospital Insurance Credentialing
6.    **Contract Summary:** Katz Brunner is responsible for contract negotiations with insurance companies. This also reviews ancillary contract amendments for compliance. Provides phone consultation for managed care issues.
7.    **Cost:** \$1,000/Month
8.    **Prior Cost:** None was paid by Cohesive
9.    **Term:** The term of the Agreement shall be for 1 year auto renewal every year unless terminated.
10.   **Termination Clause:** 30 days written notice
11.   **Other:**

**Mangum Regional Medical Center**  
Retainer Agreement

<p><b>Purpose of Engagement:</b></p>	<p><b>Contract Support, Evaluation and Analysis</b></p> <ul style="list-style-type: none"> <li>• Contract negotiations to include strategic recommendations, language reviews &amp; financial modeling</li> <li>• Ongoing reviews of hospital, physician and ancillary contracts and amendments for compliance provisions and administratively burdensome language terms.</li> <li>• As needed, formally request missing or outdated managed care agreements and related documents directly from Payors and Networks.</li> <li>• Contract management of all payor types including commercial, Medicare Advantage, Medicaid, VA, Workers Comp, etc.</li> <li>• Create/maintain a detailed comparative summary of reimbursement methodologies, rates and charge increase limiters.</li> <li>• Identify contracting gaps in products between entities &amp; subsidiaries.</li> <li>• Verification of contracted status in online provider directories for each payor.</li> </ul>
<p><b>Description of Services:</b></p>	<p><b>Unlimited Telephone Consultation, Sounding Board Advice.</b> Ongoing professional advice on broad range of managed care issues.</p> <p><b>KBH Advisories / Market Intelligence.</b> Periodic communication of latest payor policy changes, regionalized payor strategies, threats &amp; opportunities related to managed care.</p> <p><b>Research on Payors / Products.</b> General research on payors significant in the area, enrollment data compilation &amp; historical trends, identification of new market products, etc.</p> <p><b>Credit Toward KBH Services.</b> Credit at a rate of 110% of the actual base retainer payments and priority scheduling status for any <b>KBH</b> services, such as:</p> <ol style="list-style-type: none"> <li><i>Contract Evaluation and Analysis (as described above).</i></li> <li><i>Contract Language Reviews</i> - professional detailed analysis of proposed contract language, with red-lined version of recommended response to payor.</li> <li><i>Contract Simulations</i> - financial impacts upon System's revenues of various contracting rates, terms, and methodologies.</li> <li><i>Contract Negotiations</i> - direct representation at the negotiation table with payors.</li> </ol> <p>Professional fees billed at hourly rates: \$250 for <b>KBH</b> staff time (normally \$300); \$300 for senior consultant time (normally \$350), depending on nature of the work.</p>
<p><b>Effective Date:</b></p>	<p>March 1, 2024 – February 28, 2025</p>
<p><b>Retainer Fee:</b></p>	<p>\$1,000 per month, payable at the beginning of each month.</p>
<p><b>Expenses:</b></p>	<p>Billed monthly as incurred. May include items such as travel, actuarial fees, data access, shared research, etc. Annual expenses may not exceed 25% of annual professional fees.</p>
<p><b>Renewal:</b></p>	<p>Auto renewed each year at above rate, unless otherwise agreed upon prior to renewal date.</p>
<p><b>Termination:</b></p>	<p>After the first year, by either party, without cause, upon 30 days' written notification to the other party.</p>

System Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

Katz Brunner Signature: Melinda T. Brunner

Name/Title: Melinda T. Brunner, President Date: 2/15/2024

**Hospital Vendor Contract Summary Sheet**

1.     Existing Vendor                       New Vendor
2.    **Name of Contract:**    Blue Cross Blue Shield
3.    **Contract Parties:** MRMC/Blue Cross Blue Shield
4.    **Contract Type Services:** Insurance
5.    **Impacted Hospital Departments:** Hospital Patient Care
6.    **Contract Summary:** Provides an agreement with BCBS for the to be able to provide services to Blue Cross Blue Shield members.
7.    **Cost:** No Cost
8.    **Prior Cost:** None
9.    **Term:** Yearly
10.   **Termination Clause:**
11.   **Other:**

**Amendment to the Blue Traditional Network Participating Hospital Agreement, and the Blue Choice PPO, Blue Preferred PPO, BlueLincs HMO, Blue Advantage PPO, Blue Plan65 Select, NativeBlue, Blue Cross Medicare Advantage PPO Network Addendums to the Blue Traditional Network Participating Hospital Agreement, and the Blue Cross Medicare Advantage HMO Amendment to the BlueLincs HMO Network Addendum to the Blue Traditional network Participating Hospital Agreement  
by and between  
BLUE CROSS AND BLUE SHIELD OF OKLAHOMA  
and  
MANGUM CITY HOSPITAL AUTHORITY  
D/B/A MANGUM REGIONAL MEDICAL CENTER**

By mutual agreement, Blue Cross and Blue Shield of Oklahoma and Mangum City Hospital Authority D/B/A Mangum Regional Medical Center hereby amend the Blue Traditional Network Participating Hospital Agreement (“Agreement”) which was effective April 1, 2020, and the Blue Choice PPO, Blue Preferred PPO, BlueLincs HMO, and Blue Advantage PPO Network Addendums to the Agreement, which were effective April 1, 2020, the NativeBlue Network Addendum to the Agreement, which was effective May 1, 2021, the Blue Plan65 Select Network Addendum to the Agreement, which was effective June 1, 2022, the Blue Cross Medicare Advantage PPO Network Addendum to the Agreement, which was effective September 1, 2022, and the Blue Cross Medicare Advantage HMO Amendment to the BlueLincs HMO Network Addendum to the Agreement, which was effective September 1, 2022 (collectively referred to as the “Agreements”).

**Notice to The Plan on the cover page is replaced in its entirety with the following:**

Notice to The Plan:

Vice President, Provider Network Operations  
Blue Cross and Blue Shield of Oklahoma  
1400 S. Boston Avenue, Tulsa, OK 74119

**Section 2.17, *Quality Improvement*, is hereby replaced in its entirety with the following:**

- 2.17 Quality Improvement: Hospital agrees to cooperate with the quality improvement activities of The Plan. All such quality improvement activities of The Plan are considered to be confidential and will not be released to any other party except where required by applicable state or federal laws. This includes, but is not limited to the following:
- 2.17.0 Infection Control Procedures: Hospital shall maintain and follow infection control procedures. These procedures will address, at a minimum, staff personal hygiene and health status, isolation precautions, aseptic procedures, cleaning and sterilization of equipment, and methods to avoid transmitting infections.
- 2.17.1 Monitoring and Evaluating Care: Hospital shall monitor and evaluate the quality and appropriateness of patient care and/or services, including the performance of employees and other personnel who furnish services under arrangements with Hospital. This shall include, but not be limited to:
- (a) Scope and objective of the quality improvement activities;
  - (b) Methods to identify incidents or patterns;
  - (c) Mechanisms for taking follow-up action; and
  - (d) Methods for implementing the monitoring and evaluation activities, for reporting the results, and for monitoring corrective action.
- 2.17.2 Performance Quality Measurement Programs: Hospital agrees to cooperate with the collection of performance measurement data, and to participate in The Plan’s clinical and service measure quality improvement program. Hospital also agrees to cooperate with the performance measurement activities and data requirements of The Plan. The Plan may use such performance data for quality improvement activities.

- 2.17.3 Provision of Medical Records: Hospital agrees to provide, at no charge, medical records of selected Members to The Plan for purposes of quality improvement. Hospital shall continue to provide such requested information for a period of two (2) years after the termination of this Agreement.

**Section 4.3.2(a) in the Agreement is hereby replaced in its entirety with the following:**

- (a) Combine Outpatient Related Services within Three Days of Inpatient Claim: Hospital shall include charges for any Related Service to an inpatient admission that are performed within three days of such admission to Hospital. These Related Services may not be billed separately from the inpatient services as they are inclusive of the inpatient admission.

**Section 4.3.2(b) in the Agreement is hereby replaced in its entirety with the following:**

- (b) Include All Charges: A Member cannot be considered an inpatient and an outpatient at the same time. Hospital shall include all charges for Hospital Services provided to Member that are obtained from another organization (related or unrelated) while an inpatient at Hospital. Hospital shall be responsible, and shall not bill The Plan or Member, for reimbursement to other organizations for any fees or charges for oversight or administrative services or any fees or charges not otherwise provided for in this Agreement.

**Section 4.4.1 in the Agreement is hereby replaced in its entirety with the following:**

- 4.4.1 Combine Outpatient Related Services within Three Days of Inpatient Claim: Include charges for any Related Service to an inpatient admission that are performed within three days of such admission to Hospital. These Related Services may not be billed separately from the inpatient services as they are inclusive of the inpatient admission.

**Section 4.4.2 in the Agreement is hereby replaced in its entirety with the following:**

- 4.4.2 Include All Charges: A Member cannot be considered an inpatient and an outpatient at the same time. Hospital shall include all charges for Hospital Services provided to Member that are obtained from another organization (related or unrelated) while an outpatient at Hospital. Hospital shall be responsible, and shall not bill The Plan or Member, for reimbursement to other organizations for any fees or charges for oversight or administrative services or any fees or charges not otherwise provided for in this Agreement.

**Section 5.2.0(e) in the Agreement is hereby replaced in its entirety with the following:**

- (e) Re-admissions: If Member is readmitted to Hospital within thirty (30) days of discharge for a condition that is clinically related to the prior admission, the subsequent admission(s) may be considered inclusive of the first admission. The Plan may review the appropriateness of the readmission. If The Plan determines that the subsequent admission(s) was inclusive of the first admission, it may make adjustments to such claim payments in accordance with Right of Recovery in Article IX.

**Section 5.2.4 is hereby added to the Agreement:**

- 5.2.4 April 1, 2024 through March 31, 2025: The Maximum Reimbursement Allowance for Inpatient Hospital Services shall be calculated in the same manner as 5.2.0 except the Inpatient MS-DRG Rate in 5.2.0a. shall be \$11,299

**Section 5.2.5 is hereby added to the Agreement:**

- 5.2.5 Effective April 1, 2025: The Maximum Reimbursement Allowance for Inpatient Hospital Services beginning on April 1, 2025 and continuing in effect through the remainder of the Contract Period unless amended in accordance with Article XI shall be calculated in the same manner as 5.2.0 except the Inpatient MS-DRG Rate in 5.2.0a. shall be \$11,751.



**Section 5.3.4 is hereby added to the Agreement:**

- 5.3.4 April 1, 2024 through March 31, 2025: The Maximum Reimbursement Allowance for Outpatient Hospital Services shall be calculated in the same manner as 5.3.0, except the Outpatient EAPG Rates shall be as listed below.

	<b>Outpatient EAPG Rate</b>
Significant Procedure/Medical Visit	\$321.00
Ancillary	\$363.00

**Section 5.3.5 is hereby added to the Agreement:**

- 5.3.5 Effective April 1, 2025: The Maximum Reimbursement Allowance for Outpatient Hospital Services beginning on April 1, 2025 and continuing in effect through the remainder of the Contract Period unless amended in accordance with Article XI shall be calculated in the same manner as 5.3.0, except the Outpatient EAPG Rates shall be as listed below.

	<b>Outpatient EAPG Rate</b>
Significant Procedure/Medical Visit	\$330.75
Ancillary	\$363.00

**Section 4.1.0(e) is hereby added to the Blue Choice PPO Network Addendum to the Agreement:**

- (e) April 1, 2024 through March 31, 2025: The Maximum Reimbursement Allowance for Inpatient Hospital Services shall be calculated in the same manner as 5.2.0 of the Agreement, except the Inpatient MS-DRG Rate shall be \$9,825.

**Section 4.1.0(f) is hereby added to the Blue Choice PPO Network Addendum to the Agreement:**

- (f) Effective April 1, 2025: The Maximum Reimbursement Allowance for Inpatient Hospital Services beginning on April 1, 2025 and continuing in effect through the remainder of the Contract Period unless amended in accordance with Article XI shall be calculated in the same manner as 5.2.0 except the Inpatient MS-DRG Rate in 5.2.0a. shall be \$10,218.

**Section 4.1.1(e) is hereby added to the Blue Choice PPO Network Addendum to the Agreement:**

- (e) April 1, 2024 through March 31, 2025: The Maximum Reimbursement Allowance for Outpatient Hospital Services shall be calculated in the same manner as 5.3.0, except the Outpatient EAPG Rate shall be as listed below.

	<b>Outpatient EAPG Rate</b>
Significant Procedure/Medical Visit	\$279.00
Ancillary	\$363.00

**Section 4.1.1(f) is hereby added to the Blue Choice PPO Network Addendum to the Agreement:**

- (f) Effective April 1, 2025: The Maximum Reimbursement Allowance for Outpatient Hospital Services beginning on April 1, 2025 and continuing in effect through the remainder of the Contract Period unless amended in accordance with Article XI shall be calculated in the same manner as 5.3.0, except the Outpatient EAPG Rates shall be as listed below.

	<b>Outpatient EAPG Rate</b>
Significant Procedure/Medical Visit	\$287.25
Ancillary	\$363.00

**Section 4.1.0(e) is hereby added to the Blue Preferred PPO Network Addendum to the Agreement:**

- (e) April 1, 2024 through March 31, 2025: The Maximum Reimbursement Allowance for Inpatient Hospital Services shall be calculated in the same manner as 5.2.0 of the Agreement, except the Inpatient MS-DRG Rate shall be \$8,352.

**Section 4.1.0(f) is hereby added to the Blue Preferred PPO Network Addendum to the Agreement:**

- (f) Effective April 1, 2025: The Maximum Reimbursement Allowance for Inpatient Hospital Services beginning on April 1, 2025 and continuing in effect through the remainder of the Contract Period unless amended in accordance with Article XI shall be calculated in the same manner as 5.2.0 except the Inpatient MS-DRG Rate in 5.2.0a. shall be \$8,686.

**Section 4.1.1(e) is hereby added to the Blue Preferred PPO Network Addendum to the Agreement:**

- (e) April 1, 2024 through March 31, 2025: The Maximum Reimbursement Allowance for Outpatient Hospital Services shall be calculated in the same manner as 5.3.0, except the Outpatient EAPG Rate shall be as listed below.

	<b>Outpatient EAPG Rate</b>
Significant Procedure/Medical Visit	\$237.00
Ancillary	\$363.00

**Section 4.1.1(f) is hereby added to the Blue Preferred PPO Network Addendum to the Agreement:**

- (f) Effective April 1, 2025: The Maximum Reimbursement Allowance for Outpatient Hospital Services beginning on April 1, 2025 and continuing in effect through the remainder of the Contract Period unless amended in accordance with Article XI shall be calculated in the same manner as 5.3.0, except the Outpatient EAPG Rates shall be as listed below.

	<b>Outpatient EAPG Rate</b>
Significant Procedure/Medical Visit	\$244.00
Ancillary	\$363.00

**Section 4.1.0(e) is hereby added to the BlueLincs HMO Network Addendum to the Agreement:**

- (e) April 1, 2024 through March 31, 2025: The Maximum Reimbursement Allowance for Inpatient Hospital Services shall be calculated in the same manner as 5.2.0 of the Agreement, except the Inpatient MS-DRG Rate shall be \$6,879.

**Section 4.1.0(f) is hereby added to the BlueLincs HMO Network Addendum to the Agreement:**

- (f) Effective April 1, 2025: The Maximum Reimbursement Allowance for Inpatient Hospital Services beginning on April 1, 2025 and continuing in effect through the remainder of the Contract Period unless amended in accordance with Article XI shall be calculated in the same manner as 5.2.0 except the Inpatient MS-DRG Rate in 5.2.0a. shall be \$7,154.

**Section 4.1.1(e) is hereby added to the BlueLincs HMO Network Addendum to the Agreement:**

- (e) April 1, 2024 through March 31, 2025: The Maximum Reimbursement Allowance for Outpatient Hospital Services shall be calculated in the same manner as 5.3.0, except the Outpatient EAPG Rate shall be as listed below.

	<b>Outpatient EAPG Rate</b>
Significant Procedure/Medical Visit	\$195.25

Ancillary	\$363.00
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**Section 4.1.1(f) is hereby added to the BlueLincs HMO Network Addendum to the Agreement:**

- (f) Effective April 1, 2025: The Maximum Reimbursement Allowance for Outpatient Hospital Services beginning on April 1, 2025 and continuing in effect through the remainder of the Contract Period unless amended in accordance with Article XI shall be calculated in the same manner as 5.3.0, except the Outpatient EAPG Rates shall be as listed below.

	<b>Outpatient EAPG Rate</b>
Significant Procedure/Medical Visit	\$201.00
Ancillary	\$363.00

**Section 4.1.0(e) is hereby added to the Blue Advantage PPO Network Addendum to the Agreement:**

- (e) April 1, 2024 through March 31, 2025: The Maximum Reimbursement Allowance for Inpatient Hospital Services shall be calculated in the same manner as 5.2.0 of the Agreement, except the Inpatient MS-DRG Rate shall be \$6,879.

**Section 4.1.0(f) is hereby added to the Blue Advantage PPO Network Addendum to the Agreement:**

- (f) Effective April 1, 2025: The Maximum Reimbursement Allowance for Inpatient Hospital Services beginning on April 1, 2025 and continuing in effect through the remainder of the Contract Period unless amended in accordance with Article XI shall be calculated in the same manner as 5.2.0 except the Inpatient MS-DRG Rate in 5.2.0a. shall be \$7,154.

**Section 4.1.1(e) is hereby added to the Blue Advantage PPO Network Addendum to the Agreement:**

- (e) April 1, 2024 through March 31, 2025: The Maximum Reimbursement Allowance for Outpatient Hospital Services shall be calculated in the same manner as 5.3.0, except the Outpatient EAPG Rate shall be as listed below.

	<b>Outpatient EAPG Rate</b>
Significant Procedure/Medical Visit	\$195.25
Ancillary	\$363.00

**Section 4.1.1(f) is hereby added to the Blue Advantage PPO Network Addendum to the Agreement:**

- (f) Effective April 1, 2025: The Maximum Reimbursement Allowance for Outpatient Hospital Services beginning on April 1, 2025 and continuing in effect through the remainder of the Contract Period unless amended in accordance with Article XI shall be calculated in the same manner as 5.3.0, except the Outpatient EAPG Rates shall be as listed below.

	<b>Outpatient EAPG Rate</b>
Significant Procedure/Medical Visit	\$201.00
Ancillary	\$363.00

**Section 4.1.0(c) is hereby added to the NativeBlue Network Addendum to the Agreement:**

- (c) April 1, 2024 through March 31, 2025: The Maximum Reimbursement Allowance for Inpatient Hospital Services shall be calculated in the same manner as 5.2.0 of the Agreement, except the Inpatient MS-DRG Rate shall be \$6,879.

**Section 4.1.0(d) is hereby added to the NativeBlue Network Addendum to the Agreement:**

- (d) Effective April 1, 2025: The Maximum Reimbursement Allowance for Inpatient Hospital Services beginning on April 1, 2025 and continuing in effect through the remainder of the Contract Period unless amended in accordance with Article XI shall be calculated in the same manner as 5.2.0 except the Inpatient MS-DRG Rate in 5.2.0a. shall be \$7,154.

**Section 4.1.1(c) is hereby added to the NativeBlue Network Addendum to the Agreement:**

- (c) April 1, 2024 through March 31, 2025: The Maximum Reimbursement Allowance for Outpatient Hospital Services shall be calculated in the same manner as 5.3.0, except the Outpatient EAPG Rate shall be as listed below.

	<b>Outpatient EAPG Rate</b>
Significant Procedure/Medical Visit	\$195.25
Ancillary	\$363.00

**Section 4.1.1(d) is hereby added to the NativeBlue Network Addendum to the Agreement:**

- (d) Effective April 1, 2025: The Maximum Reimbursement Allowance for Outpatient Hospital Services beginning on April 1, 2025 and continuing in effect through the remainder of the Contract Period unless amended in accordance with Article XI shall be calculated in the same manner as 5.3.0, except the Outpatient EAPG Rates shall be as listed below.

	<b>Outpatient EAPG Rate</b>
Significant Procedure/Medical Visit	\$201.00
Ancillary	\$363.00

The above provisions shall become effective on April 1, 2024. In all other respects, the terms of the Agreements, as previously amended, if applicable, shall remain.

MANGUM CITY HOSPITAL AUTHORITY D/B/A  
MANGUM REGIONAL MEDICAL CENTER

BLUE CROSS AND BLUE SHIELD OF  
OKLAHOMA, A DIVISION OF HEALTH CARE  
SERVICE CORPORATION, A MUTUAL LEGAL  
RESERVE COMPANY

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Signatory

Rick Kelly  
\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Title of Signatory

Vice President, Provider Network Operations  
\_\_\_\_\_  
Title of Signatory

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Date Signed

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Date Signed