



Agenda

Mangum City Hospital Authority

May 24, 2022 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 May 24, 2022, 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 April 26, 2022 MCHA meeting minutes.
2. Approve April 14, 2022 Quality meeting minutes.
3. Approve April 21, 2022 Medical Staff meeting minutes.
4. Approve April 2022 claims and June 2022 estimated claims.
5. Approve April 2022 Clinic report.
6. Approve April 2022 Quality report.
7. Approve April 2022 CCO report.
8. Approve April 2022 CEO report.
9. Approve the following forms, policies and procedures previously approved through May 2022 by Corporate, on 5/12/2022 by Quality Control and on 5/19/2022 by Med Staff.

EOC survey tool.

FURTHER DISCUSSION

REMARKS

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

REPORTS

10. April 2022 Financial Report.

EXECUTIVE SESSION

11. Discussion and possible action to enter into an executive session for the purpose of exchanging confidential information between the members of the board and its attorney concerning a pending investigation or claim, for which the public disclosure of said discussion will seriously impair the boards ability to investigate and/or process a claim. Entering into executive session in accordance with 25 OS 307 (B) (4).

OPEN SESSION

12. Discussion and possible action with regard to executive session if needed.

OTHER ITEMS

- [13.](#) Discussion and possible action on Western Commerce Bank insurance finance agreement.
- [14.](#) Discussion and possible action on Mangum Drug Co. 340B addendum.
- [15.](#) Discussion and possible action on Puckett's Discount Drug 340B addendum.
- [16.](#) Discussion and possible action on UHC VACCN amendment.
- [17.](#) Discussion and possible action on Organogenesis Loan Agreement for Freezer Refrigerator.
- [18.](#) Discussion and possible action on BCBS Plan 65 Addendum.
- [19.](#) Discussion and possible action on Aramark Agreement.
- [20.](#) Discussion and possible action on Pitney Bowes Agreement.
- [21.](#) Discussion and possible action on eClinical Works Agreement.
22. Discussion on Mangum Regional Medical Center's 3-Year Strategic Plan (2022-2025).

EXECUTIVE SESSION

23. Discussion and possible action regarding the review and approval of medical staff privileges/credentials/contracts of the following providers with possible executive session in accordance with 25 O.S. § 307(B) (1):

Rafel Alvarez, DO
Amaya M. Basta, MD
Matthew B. Bledsoe, MD
Tyler Braaten, MD
Dustin W. Cheney, DO
Marie Duan Mesery, MD
Jason N. Itri, MD
Dimple Shah, MD

OPEN SESSION

24. 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::45 p.m. on the 20th day of May 2022, by the Secretary of the Mangum City Hospital Authority.

Billie Chilson, Secretary



Minutes

Mangum City Hospital Authority Meeting Session

April 26, 2022 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 April 26, 2022, 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 called the meeting to order at 5:02 pm.

ROLL CALL AND DECLARATION OF A QUORUM

PRESENT

Trustee Carson Vanzant
Trustee Cheryl Lively
Trustee Ilka Heiskell
Trustee LaRetha Vincent

ALSO PRESENT

Billie Chilson, City Clerk/Secretary
Corry Kendall, Attorney

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.

Motion to approve Consent Agenda as presented.

Motion made by Trustee Vanzant, Seconded by Trustee Vincent.

Voting Yea: Trustee Vanzant, Trustee Lively, Trustee Heiskell, Trustee Vincent

1. Approve 3-22-2022 MCHA meeting minutes.
2. Approve 3-10-2022 Quality meeting minutes.
3. Approve 3-17-2022 Medical Staff meeting minutes.
4. Approve March 2022 claims and May 2022 estimated claims.
5. Approve March 2022 Mangum Family Clinic report.
6. Approve March 2022 Quality report.
7. Approve March 2022 CCO report.

8. Approve March 2022 CEO report.
9. Approve the following policies and procedures previously approved through April 2022 by Corporate, on 4/14/2022 by Quality Control and on 4/21/2022 by Med Staff.
 - Revised Patient Consent for COVID-19 Emergency Use Medications and Treatment
 - Standing Orders: Bebtelovimab
 - Revised COVID-19 Standing Orders
 - Standing Orders: Sotrovimab
 - Revised Patient Consent for COVID-19 Emergency Use Medications and Treatment
 - Standing Orders: Bebtelovimab
 - Revised COVID-19 Standing Orders
 - Standing Orders: Sotrovimab
 - Rehabilitation Services Policies (*Manual*)– Table of Contents
 - o Professional Standards
 - o Scope of Services
 - o Staffing Plan
 - o Prioritization of Patient Treatment
 - o Continuum of Care
 - o Changing of Linen
 - o Timeliness of Services and Documentation
 - o Scheduling of Patients
 - o Therapy Screening
 - o Evaluation, Treatment, and Discharge General Procedures for Physical Therapy
 - o Evaluation, Treatment, and Discharge General Procedures for Occupational Therapy
 - o Evaluation, Treatment, and Discharge General Procedures for Speech Therapy
 - o Initiating Treatment and Care Plan
 - o Treating in Groups
 - o Criteria for Discharge from Therapy
 - o Patient Hold
 - o Treatment Refusal
 - o Change in Patient Medical Status
 - o Communication Between Rehabilitation Services and Nursing
 - o Rehabilitation Input to Interdisciplinary Care Team
 - o Precautions
 - o Cancel and No-Show Policy

- o Therapy Documentation
- o Physician's Orders
- o Discharge Procedure
- o Rehabilitation Services Approved Abbreviations
- o Positioning and Draping
- o Manual Therapy Techniques
- o Therapeutic Exercise
- o Therapeutic Activity
- o Activities of Daily Living and Self Care Techniques
- o Neuromuscular Re-education
- o Gait Training
- o Patient Education
- o Paraffin
- o Ultrasound
- o Use of Moist Hot Packs
- o Cold Packs
- o Electrical Stimulation Treatments
- o High Voltage Galvanic Stimulator
- o High Voltage Galvanic Stimulator with Ultrasound
- o Wound Debridement
- o Dressing Preparation and Application
- o Physical Therapy Services – Vacuum Assisted Closure (VAC)/Negative Pressure Wound Therapy (NPWT)
- o Iontophoresis
- o Phonophoresis
- o Continuous Passive Motion
- o Vibration for Muscle Re-education
- o Cleaning of Hydrocollator
- o Utilization and Handling of Patient's Individual Reusable Equipment
- o Paraffin Temperature/Maintenance Log
- o Freezer Temperature/Maintenance Log
- o Hydrocollator Temperature/ Maintenance Log

FURTHER DISCUSSION

None.

REMARKS

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

None.

REPORTS

10. March 2022 Financial Report.

Andrea gave her Financial Report as follows.

Statistics

- The average daily census in March was 8.26. Although actual Medicare days increased by 53 days from February, this is a slight decrease of .17 due to the difference in total days in March vs February, bringing the YTD ADC to 10.13.
- Cash receipts for the month of March totaled \$790K. The nearly \$400K decrease from our almost \$1.2M 6-month average in cash receipts is a primary result of consistently lower census through both February and March.

Balance Sheet Highlights

- The operation cash balance as of March 31st is \$590K, and the Restricted Cash balance remained the same at \$877K for a total of \$1.5M.
- Patient Accounts Receivable of \$1.5M is \$178K lower from prior month primarily due to the previously mentioned low census from February and March.
- The Due from Medicare asset account reflects an increase in the receivable balance of \$300K, bringing the YTD total to \$600K.
- Accounts Payable reflects a decreased balance by \$336K as a result of increased cash disbursements for the month.
- Due to Medicare saw a net decrease of \$153K reflective of the payment of the principal balance of the ERS loans.
- Restricted liabilities reflect the amount of restricted cash as no funds have been recognized at this time.

Income Statement Highlights

- March gross revenue totaled \$1.3M primarily due to the continued decrease in census days with Net patient revenue reflecting a balance of \$1.4M.
- Operating expenses for the month of March were near identical to February at \$1.4M
- Net loss for the month was \$383K

OTHER ITEMS

11. Discussion and action regarding renewal of Philadelphia Property & Business Income Insurance Policy.

Motion to approve the renewal of Philadelphia Property & Business Income Insurance Policy.

Motion made by Trustee Vanzant, Seconded by Trustee Heiskell.

Voting Yea: Trustee Vanzant, Trustee Lively, Trustee Heiskell, Trustee Vincent

12. Discussion and action regarding renewal of Allied World Employment Practices Liability Insurance Policy.

Approve the renewal of Allied World Employment Practices Liability Insurance Policy.

Motion made by Trustee Heiskell, Seconded by Trustee Lively.
Voting Yea: Trustee Vanzant, Trustee Lively, Trustee Heiskell, Trustee Vincent

13. Discussion and action regarding the 2016 Cost Report ERS loan application approval.

Motion to approve the 2016 Cost Report ERS loan application approval.

Motion made by Trustee Vanzant, Seconded by Trustee Vincent.
Voting Yea: Trustee Vanzant, Trustee Lively, Trustee Heiskell, Trustee Vincent

14. Discussion and action regarding recognizing Phase 4 Covid grant funding and ARPA grant funding.

No action

Motion to call for a recess at 5:23 pm.

Motion made by Trustee Heiskell, Seconded by Trustee Vincent.
Voting Yea: Trustee Vanzant, Trustee Lively, Trustee Heiskell, Trustee Vincent

Motion to reconvene at 5:41 pm.

Motion made by Trustee Vanzant, Seconded by Trustee Vincent
Voting Yea: Trustee Vanzant, Trustee Lively, Trustee, Heiskell, Trustee Vincent

15. Discussion and action regarding Mangum Regional Medical Center 3-Year Strategic Plan (2022-2025).

Discussion started at 5:41 pm.

Cohesive talked about the 3-year Strategic Plan. They went over 2 section and will continue the other 2 section at meeting in the future.

No action needed.

STAFF AND BOARD REMARKS

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

None.

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)

None.

ADJOURN

Motion to adjourn at 7:50 pm

Motion made by Trustee Vanzant, Seconded by Trustee Vincent.
Voting Yea: Trustee Vanzant, Trustee Lively, Trustee Heiskell, Trustee Vincent

Carson Vanzant, Chairman

Billie Chilson, City Clerk

Quality Committee Meeting Minutes							
CONFIDENTIALITY STATEMENT: These minutes contain privileged and confidential information. Distribution, reproduction, or any other use of this information by any party other							
Date: 04/14/2022		Time: 12:48		Recorder: Denise Jackson		Reporting Period Discussed: March 2022	
Members Present							
Chairperson:				CEO: Dale Clayton		Medical Representative: Dr. Chiaffitelli	
Name	Title	Name	Title	Name	Title	Name	Title
Heather Larson	Respiratory	Josey Kenmore	Mat.	Tonya Bowen	Lab Manager	Jared Ballard	IT
Sarah Dillahunt	Dietary	Daniel Coffin	CCO	Kaye Hamilton	Credentialing	Claudia	Infection
Pam Esparza	Radiology	Jennifer Dryer	HIM	Kasi Hiley	Bus./RCM Dir		Clinic Manager
Erin Johnson	Case Management	Shelly Bowman	HR	Chealsea Church	Pharmacy	Lynda James	Pharmacy LPN
TOPIC	FINDINGS/CONCLUSIONS			ACTIONS/RECOMMENDATIONS			FOLLOW-UP
Call to Order	first/second			Dr C. /Mary Barnes			
Review of Minutes	review/approve March min for Feb data			Dr C. /Mary Barnes			
Review of Committee Meetings							
A. EOC/Patient Safety Committee	flooring in med room/nurse break area to be replaced when tile is ordered, replacement of 20 amps has started, lab ceiling has been replaced, double door glass has been replaced, ceiling tiles in pt area replacement for damage has began						
B. Infection Control Committee	New IP Claudia Collard, no hospital acquired infections to report for the month. Compliant on PPE and hand washing. Skills fair wa sin the month of March for IP education						
C. Pharmacy & Therapeutics Committee	47 after hrs access for the reporting period, 4 med errors for the reporting period						
D. HIM/Credentials Committee	Meetings in place to discuss concents, Kasi will reach out to other facilities to see their processes. No credentialing for the month						
E. Utilization Review Committee	tot ER 121, 0 OBS, 12 acute, 9 swing, tot admit 21, tot d/c 20, tot pt days 256, avg daily census 8						
F. Compliance Committee	working on schedule of meetings						
Old Business	none						

New Business	Revised Patient Consent for COVID-19 Emergency	Dr. C/ Erin Johnson	
Quality Assurance/Performance Improvement			
Volume & Utilization			
A. Hospital Activity	tot ER 121, 0 OBS, 12 acute, 9 swing, tot admit 21, tot d/c 20, tot pt days 256, avg daily census 8		
B. Blood Utilization	2 units transfused with no issues reported		
Care Management			
A. CAH/ER Re-Admits	1- 30 day readmission . 1 readmit d/t pt wanting to go home. physicians agreeable and d/c pt. pt returned to ER and was readmitted	Contiune to educate patients on disease process and progress towards discharge	
B. Discharge Follow Up Phone	9/9 completed on patients d/c home		
C. Patient Discharge Safety	9/9 completed on patients d/c home		
D. IDT Meeting Documentation	0/9 ALL IDT notes audited were incmplete by various departments	new case manager/ccco will talk with staff and encourage staff to complete notes in same day	
E. Case Management Assessment	100% (20/20 audited)	No action required.	
Risk Management			
A. Incidents	AMA - 3 - 1 er patient did not want to wait for retesting and prefered to follow up with pcp, 2 in-pt patients no longer wanted to be in-pt and prefeed to go home. OTHER 2 - 1 pt was give a food that they were allergic to, pt had mild allergic reaction/Benadryl give. Allergies have been updated to reflect all reported food allergies for this patient. 1 pt was found to have home meds in there hospital room, patient was taking thier home medications along with the hospital issued medications	AMA - all ama pt had risks/benefits presented at time of ama, encouraged to return to ed as needed OTHER - pt was educated on patient safety related to medications, meds sent home with spouse. Process for identification of food allergies in place, will contiune to monitor process	

B. Reported Complaints	no complaints for the the month of March		
C. Reported Grievances	no grievances for the the month of March	Grievance from 2/22/22 completed on 3/14/22 with no substantiated findings/final grievance response	
D. Patient Falls Without Injury	1 fall w/o injury for the reporting period; Pt ambulating in room indepently with walker, lost balance and fell. Small abrasions x 2 to back. Denies any change of LOC, hitting head or pain aside from "normal" chronic pain	pt education on using call light and assistance with all transfers	
E. Patient Falls With Minor Injury	no falls with major injury for the reporting period		
F. Patient Falls With Major	0		
G. Fall Risk Assessment	1		
H. Mortality Rate	none in reporting period		
I. Deaths Within 24 Hours of	none in reporting period	none	
J. OPO Notification/Tissue Donation	none in reporting period	none	
M. EDTC Measures	5/7 complete - 2 chart did not reflect all data was sent to transferring facility (home meds)	will educate nursing and providers on making sure all elements are in charts as well as documentation to reflect all information sent to receiving facility	
Nursing			
A. Critical Tests/Labs	30 critical labs / 2031 total labs for the month		
B. Restraints	none in reporting period		
C. RN Assessments	18/20 (90%)		
D. Code Blue	none in reporting period		
Emergency Department			
A. ED Log & Visits	121 er visits for the month		
B. MSE	120/121, 1 patient left ama		
C. EMTALA Form	7 completed		
D. Triage	18/20 (90%)		

E. Triage ESI Accuracy	20/20 (100%)		
F. ED Discharge/ Transfer	18/20 (90%)		
G. ED Readmit	1 re-admit for the reporting period. Pt d/c from in-pt, returned to er within 24 hrs	nursing will contiune to educate patients on dx process and anticipated discharge	
H. ED Transfers	7 transfers reported for the month		
I. Stroke Management Measures	none in reporting period		
J. Stroke Brain CT Scan	none in reporting period		
K. Suicide Management Measures	4 patients to the ED for SI/SH, evaluation completed by LMHP. Pt transferred to in-pt psych care	none, will contiune to monitor process in place	
L. STEMI Management Measures	none in reporting period		
M. Chest Pain Measures	57% noted delay in ekg/chest xray when patient presents with vague chest pain, non-typical cardiac. MD will often order as a rule out measure	monitor current process, monitor patterns in care	
N. ED Departure	n/a		
Pharmacy & Medication Safety			
A. After Hours Access	47 after hrs access for the reporting period, verified by pharmacy		
B. Adverse Drug Reactions	none in reporting period		
C. Medication Errors	4 for reporting period; 1 Nurse ommitted administered dose. 3 missed doses	Pharmacist, Charge Nurse and CCO coached nurse. Nurse vebalized understanding and agreement.	Pharm/CCO to monitor
D. Bar Code Scanning	awaiting install of new scanners		
Respiratory Care Services			
A. Ventilator Days	none in reporting period		
B. Ventilator Wean Rate	none in reporting period		
C. Patient Self-Decannulation	none in reporting period		
D. Respiratory Care Equipment	HMEs 0, inner cannulas 0, suction set up 0, neb/masks 20, trach collars 0, vent circuts 0, trach 0, closed suction 0		
Wound Care Services			
A. Development of Pressure Ulcer	none in reporting period		

B. Wound Healing Improvement	8/8 wounds		
C. Wound Care Documentation	100% (1/1 initial assessments and 2/2 d/c assessments)		
Radiology			
A. Radiology Films	9/170 repeated - Clipped anatomy, wrong technique, had to up the mA	No action needed.	
B. Imaging	13 / 0 repeated		
C. Radiation Dosimeter Report	6/6 (100%)		
Lab			
A. Lab Reports	2/2031 rejected; MSNT flu swab rejected due to being collected on wrong swab. ECNC brought a CBC specimen that was rejected due to being clotted.	Lab Manger Instructed lab tech to recollect on flu swab. ECNC was called to recollect CBC to due specimen being clotted.	
B. Blood Culture Contaminants	none in reporting period		
Infection Control & Employee Health			
A. CAUTI's	0/91; none in reporting period		
B. CLABSI'S	0/34; none in reporting period		
C. HA MDROs	0/256 total pt days; none in reporting period		
D. HA C. diff	0/256 total pt days; none in reporting period		
E. Hospital Acquired Infections	0/256 total pt days; none in reporting period		
F. Hand Hygiene/PPE & Isolation Surveillance	100% (PPE eval 12//12 and Hand Hygine eval 11/11) - patients in isolation 13, total isolation days 66		
H. Patient Vaccinations	none in reporting period		
I. Ventilator Associated Events	none in reporting period		

J. Employee Health	<p>1. 1 x Slip/fall in kitchen with knee contusion, ER eval without evidence of injury and employee RTW same day.</p> <p>2. 1 x GI illness with N/V/D and subjective fevers resulting in 2 missed shifts.</p> <p>3. 1 x Covid-19 pending approval for exemption.</p> <p>4. 1 x CXR performed for new Mangum employee h/o TB with negative results.</p> <p>5. 6 x TSTs performed on new Mangum employees, negative results with 6 associated TB questionnaires completed.</p> <p>6. 5 total days missed due to illness.</p>	<p>1. First Report to sent to W/C carrier - will continue to follow progress of case with carrier and consult with carrier.</p> <p>2. Continue to screen employees as needed for infection prevention.</p> <p>3. Monitor employee exemption submissions for approval.</p> <p>4. Continue to administer Tb screens prior to employee start dates with follow up as required</p>	
K. Employee COVID 19 Vaccination Indicators	0 administered this reporting period, 40/106 MRMC employees fully vaccinated, 25 of MRMC employees with approved exemptions	IC contiunes to work on getting all data reported to her monthly	IC cont to collect info
HIM			
A. H&P's	100% (23/23 complete)		
B. Discharge Summaries	90% (19/20 complete) - 1 swb to complete	physician aware of need to complete	HIM to monitor
C. Progress Notes (Swing &	100% (44/44 swb and 31/31 acute)		
D. Consent to Treat	87% (124/144) 19 ER concents missing	There have been many discussions about this. We are still working on a way to fix this issue. It has been discussed with Kasi and Daniel.	
E. Swing bed Indicators	100% (9/9)		
F. E-prescribing System	100% (509/510)		
G. Legibility of Records	100% (144/144)		
H. Transition of Care	100% (5/5)		
Dietary			
A.	100% (93/93)		
B.	100% (93/93)		
Therapy			
A. Therapy Indicators	100% (8/8 discharges and 9/9 with assistive		
B. Therapy Visits	138 visits completed/ 146 planned		

C. Standardized Assessment Outcomes	88% (7/8) 1 patient no d/c'd at PLOF	None taken. Patient that was not at PLOF at discharged was transferred to higher level of care	
Human Resources			
A. Compliance	100% (4 new employees)	Open posititons; 1 RN, 1 LPN, 1 houskeeping	
Registration Services			
Registration Services	100% (395/395)		
Environmental Services			
A. Terminal Room Cleans	8/8 completed		
Materials Management			
A. Materials Management Indicators	30 orders for the month - 8 ORDERS ON BACKORDER - 1 late order due to back order	MM following up weekly on back orders	
Plant Operations			
A. Fire Safety Management	100% (24/24)		
B. Transfer Switch Monthly	100% (1/1)		
C. Generator Monthly Checks	100% (1/1)		
Information Technology			
A. IT Indicators	2 IT malfunctions/ 1 internet outage/2 power issues/3 interface issues/93 other	Ongoing issue with CPSI not excepting newest version of Adobe, CPSI is looking for a fix and has been working on it about 2+ weeks now.	
Outpatient Services			
A. Outpatient Therapy Services	50 out patient sessions preformed for the month		
B. Outpatient Wound Services	5 outpatient wound services for the month		
Contract Services			
Contract Services	none		
Credentialing/New Appointments			
A. Credentialing/New	None for the month		
Adjournment			
A. Adjournment	04/14/2022 at 12:58	Dr. C/ Erin Johnson	

Mangum Regional Medical Center
Medical Staff Meeting
April 21, 2022

MEMBERS PRESENT:

John Chiaffitelli, DO, Medical Director
William Gregory Morgan, III, MD

Absent:
Guest:

ALLIED HEALTH PROVIDER PRESENT:

Mary Barnes, APRN
David Arles, APRN

NON-MEMBERS PRESENT:

Chelsea Church, PhD
Dale Clayton, CEO
Daniel Coffin, CCO
Denise Jackson, RN, Quality Director
Erin Johnson, LPN
Karlie Bowles, RN, Utilization Review
Karly Banker, LPN
Lynda James, LPN, Drug Tech
Kaye Hamilton, Medical Staff Coordinator

1. Call to order
 - a. The meeting was called to order at 11:40 am by Dr. John Chiaffitelli, Medical Director.
2. Acceptance of minutes
 - a. The minutes of the March 17, 2022, 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. CEO report – Dale Clayton, CEO

- Leadership continues to update staff and Providers regarding new policies and regulations.
- Covid is less of a concern however vigilance is still the focus.
- Hospital Staff and Operations Overview
 - Patient care continues to be outstanding.
 - Open positions include RT, CNA, LPN, and RN.
 - Recently hired core staff include an Infection Prevention RN and a LPN.
 - Tiffany Forster, APRN started at the Clinic on 2/7/2022. Thirty new patients recorded in March.
 - Critical Alert nurse call system close to completion. This is the final major improvement enabled by grant funds. Plans are under consideration to market the new capabilities.
 - Our average daily census for the month was 8.
 - Emergency Department assisted 144 patients.
 - Employees continue to receive free meals thanks to Cohesive.
 - A Marketing Plan has been implemented with a strong focus on social media.
- Contracts, Agreements and Appointments to be presented to the Governing Board:
 - EPL Renewal
 - Property Renewal
 - Strategic Plan

Written report remains in the minutes.

5. Committee / Departmental Reports

a. Medical Records

- i. Written report remains in the minutes.

a. Nursing

Excellent Patient Care

- Monthly Education topics included a skills Fair for Vasopressors and Inotropes, CVC and CLABSI, Foley Catheters and CAUTI and Respiratory Competencies
- MRMC continued installation of the New Critical Alert Call System.

Excellent Client Service

- Patients continue to rely on MRMC as their local hospital. Patient days increased from 236 days in February to 256 days in March. This represents an average daily census of 8. In addition, MRMC Emergency Department provided care to 144 patients in March.

- March COVID-19 Stats at MRMC: Swabs (30-PCR & 69-Antigen) with 0 Positive PCR & 2 Positive Antigen.

Preserve Rural Jobs

- Open Positions include Full Time RT, RN, LPN and CNA.
- MRMC has new updates to the Core Staff! LPN for Case Management!
- For the clinical team MRMC continues to pursue core staff members from the area.
- Recruiting efforts included posting of positions on mangumregional.net and Facebook as well as Indeed.

Written report remains in minutes.

c. Infection Control

- New Business:
 - a. Respiratory Protection Program Evaluation.
- Data:
 - a. N/A
- Policy & Procedures:
 - a. N/A
- Education/In Services
 - a. Staff Education – N95 Mask Guidance – Continue on spot education as well as staff training.
- Updates: No updates at this time.
- Annual Items:
 - a. Annual Review of TB Risk Assessment was approved by IC on 3/8/2022, To Quality on 3/10/2022, Medical Staff on 3/17/2022 and Governing Board on 3/24/2022.
- Any additional recommendations from committee:
 - a. Evaluation due to be done annually.

Written report remains in minutes.

d. Environment of Care and Safety Report

- i. Evaluation and Approval of Annual Plans –
 - i.i. Old Business - -
 - a. Evaluation and approval of Annual Plans-Plans will be presented in March meeting.
Continuing to work on the building. Flooring in Nurses break area and Med Prep room – Rescheduled - additional tile will need to be ordered. New oxygen/suction headwall needed in ER1, Apex completed site visit 2-25-2021 – Quote Received 3-15-2021 – Purchase Request Completed 4-12-2021 ticket # 36447593- Approved -Headwall ordered 5-31-2021– orders were delayed – installation scheduled for first part of November – Installation will begin in November 15th - - Headwall installed 12-9-2021—

needs piping rerouted to complete installation.—Headwall completed 2-23-2022.

- b. 15 AMP Receptacles – all 15 AMP Receptacles will be replaced with 20 AMP Receptacles throughout Hospital – replacement has started.
- c. Ceiling in SW Room of Lab needs repaired –Repairs started 2-25-2022
- d. Replace all receptacles on generator circuit at Clinic with red receptacles.
- e. Glass on double door of main hall cracked – Glass will be installed week of March 21st.
- f. Glass on west hallway entry cracked- glass will be installed the week of March 21st
- g. ER Provider office flooring needing replaced

i.i.i. New Business

- a. Damaged Ceiling Tile in patient area due to headwall installation
- b. Ceiling tile above AC in X-Ray Control Room has water spots
- c. Verify all space heaters are appropriate type for use
- d. Covers needed for shelving in cafeteria
Written report remains in minutes.

e. Laboratory

- i. Tissue Report – Approved – March, 2022
- i.i. Transfusion Report – Approved – March, 2022

f. Radiology

- i. There was a total of – 215 X-Rays/CT/US
- i.i. Nothing up for approval
- i.i.i. Updates:
 - o New CT was installed and Applications Training was completed.
 - o Physicist came on March 25 and completed all modalities for the year.

Written report remains in minutes.

g. Pharmacy

- i. Verbal Report by Pharmacist.
- i.i. IV Fluids are still on backorder
- i.i.i. Clinimix received
- i.v. Saline flushes are still on backorder.

h. Physical Therapy

- i. No report.

i. Emergency Department

- i. No report

j. Quality Assessment Performance Improvement
Risk

- Risk Management
 1. Grievance – 0
 2. 0 Fall with no injury
 3. 1 Fall with minor injury
 4. Death – In Patient 0 (0%)
Emergency Department 0 (0%)
 5. AMA/LWBS – 3/0
- Quality
 - Quality Minutes from previous month included as attachment.
 - Policy Revisions:
 - HIM – H&P – Completion 23/23 = 100%. Discharge Summary – Completion 19/20 = 95%
 - Med event – 4
 - Afterhours access was 47.
 - Compliance
Written report remains in minutes.

k. Utilization Review

- i. Total Patient days for March: 256
 - i.i. Total Medicare days for March: 250
 - i.i.i. Total Medicaid days for March: 6
 - i.v. Total Swing Bed days for March: 218
 - v. Total Medicare SB days for March: 218
- Written report remains in the minutes.

Motion made by Dr. John Chiaffitelli, Medical Director to approve Committee Reports for March, 2022.

6. New Business

- a. Review & Consideration of Approval of Consent: Revised Patient Consent for COVID-19 Emergency Use Medications and Treatment
 - i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve Revised Patient Consent for COVID-19 Emergency Use Medications and Treatment.
- b. Review & Consideration of Approval of Standing Orders: Standing Orders: Bebtelovimab
 - i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve Standing Orders: Bebtelovimab.
- c. Review & Consideration of Approval of Standing Orders: Revised COVID-19 Standing Orders
 - i. Motion:** made by John Chiaffitelli, DO Medical Director, to approve the Revised COVID -19 Standing Orders

- d. Review & Consideration of Approval of Standing Orders: Standing Orders: Sotrovimab
 - i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve the the Standing Orders: Sotrovimab.
- e. Review & Consideration of Approval of Policies: Rehabilitation Services Policies Manual – Table of Contents Attached
 - i.Motion:** made by Dr. John Chiaffitelli to approve the Rehabilitation Services Policies Manual – Table of Contents Attached.

7. Adjourn

- a. Dr. Chiaffitelli made a motion to adjourn the meeting at 11:58 am.

Medical Director/Chief of Staff

Date

**Mangum Regional Medical Center
Claims List
April 2022**

Check#	Ck Date	Amount	Paid To	Expense Description
* 017027	4/18/2022	(13.26)	AARP	Patient Refund
* 017029	4/18/2022	(9.11)	AARP	Patient Refund
17182	4/12/2022	315.00	ADCRAFT SIGNS OF MANGUM	Supplies
* 016779	4/8/2022	(112.44)	AETNA	Patient Refund
17183	4/12/2022	69.95	AMBS CALL CENTER	Compliance Hotline
17147	4/5/2022	339.05	ANESTHESIA SERVICE INC	Patient Supplies
17219	4/26/2022	743.57	ANESTHESIA SERVICE INC	Patient Supplies
17148	4/5/2022	4,671.30	ARAMARK	Linens - rental
17184	4/12/2022	2,548.28	ARAMARK	Linens - rental
17203	4/19/2022	2,335.65	ARAMARK	Linens - rental
17220	4/26/2022	2,335.65	ARAMARK	Linens - rental
17204	4/19/2022	3,142.36	AT&T	Fax lines
17185	4/12/2022	4,200.00	BARRY DAVENPORT	1099 Provider
17221	4/26/2022	5,760.00	BARRY DAVENPORT	1099 Provider
17186	4/12/2022	875.30	BAXTER HEALTHCARE	Pharmacy Supplies
17205	4/19/2022	785.26	BILLY WALKER CARPETS	Repairs/Maint Supplies
17149	4/5/2022	1,473.75	BIO-RAD LABORATORIES INC	Lab Supplies
17222	4/26/2022	1,064.89	BIO-RAD LABORATORIES INC	Lab Supplies
17223	4/26/2022	2,400.00	BLUTH FAMILY MEDICINE, LLC	1099 Provider
17150	4/5/2022	7,500.00	CARDINAL HEALTH 110, LLC	Pharmacy Supplies
17217	4/19/2022	5,000.00	CARDINAL HEALTH 110, LLC	Pharmacy Supplies
17187	4/12/2022	1,922.20	CARNEGIE TRI-COUNTY MUN. HOSP	Pharmacy Supplies
901194	4/11/2022	2,787.00	CENTERPOINT ENERGY ARKLA	Gas
17151	4/5/2022	887.51	CINTAS CORPORATION #628	Housekeeping supply rental
17188	4/12/2022	879.11	CINTAS CORPORATION #628	Housekeeping supply rental
17206	4/19/2022	879.11	CINTAS CORPORATION #628	Housekeeping supply rental
17224	4/26/2022	879.11	CINTAS CORPORATION #628	Housekeeping supply rental
17152	4/5/2022	5,774.65	CITY OF MANGUM	Utilities
17207	4/19/2022	125,000.00	COHESIVE HEALTHCARE MGMT	Payment on Old Debt
17225	4/26/2022	145,000.00	COHESIVE HEALTHCARE MGMT	Payment on Old Debt
17189	4/12/2022	157,000.00	COHESIVE HEALTHCARE RESOURCES	Payment on Old Debt
17226	4/26/2022	160,000.00	COHESIVE HEALTHCARE RESOURCES	Payment on Old Debt
17190	4/12/2022	48,528.54	COHESIVE REVOPS INTEGRATION	Payment on Old Debt
17153	4/5/2022	125,025.90	COHESIVE STAFFING SOLUTIONS	Payment on Old Debt
17191	4/12/2022	148,000.00	COHESIVE STAFFING SOLUTIONS	Payment on Old Debt
17154	4/5/2022	5,010.00	CONEXUS SOLUTIONS LLC	Payment on Old Debt-contract labor
17192	4/12/2022	5,329.88	CONEXUS SOLUTIONS LLC	Payment on Old Debt-contract labor
17208	4/19/2022	5,420.00	CONEXUS SOLUTIONS LLC	Payment on Old Debt-contract labor
17227	4/26/2022	7,466.07	CONEXUS SOLUTIONS LLC	Payment on Old Debt-contract labor
17193	4/12/2022	4,800.00	CONTEMPORARY HEALTHCARE SVCS	1099 provider
17228	4/26/2022	7,900.00	CONTEMPORARY HEALTHCARE SVCS	1099 provider
17229	4/26/2022	7,593.65	CORRY KENDALL, ATTORNEY AT LAW	Legal Fees
17194	4/12/2022	3,096.00	CPSI	EHR payable and monthly support
17209	4/19/2022	32,130.70	CPSI	EHR payable and monthly support
17230	4/26/2022	12.00	CULLIGAN WATER CONDITIONING	RHC purch svcs
17231	4/26/2022	12.05	DELBERT RICHARDSON	Employee Reimbursement
* 016783	4/4/2022	(4.00)	PATIENT REFUND	Patient Refund
17155	4/5/2022	1,809.00	DOBSON TECHNOLOGIES TRANSPORT	Internet

Check#	Ck Date	Amount	Paid To	Expense Description
17156	4/5/2022	4,766.67	DR W. GREGORY MORGAN III	1099 Provider
17157	4/5/2022	2,928.00	F1 INFORMATION TECHNOLOGIES IN	Software license fee
17158	4/5/2022	145.55	FEDEX	Postage
17195	4/12/2022	9,615.38	FIRSTCARE MEDICAL SERVICES, PC	1099 Provider
17232	4/26/2022	9,615.38	FIRSTCARE MEDICAL SERVICES, PC	1099 Provider
17159	4/5/2022	480.00	GEORGE BROS TERMITE & PEST CON	Plant Ops purch svcs
901195	4/11/2022	956.57	GLOBAL PAYMENTS INTEGRATED	CC processing
17160	4/5/2022	326.84	GRAINGER	supplies
17234	4/26/2022	312.46	HAC INC	Dietary Food
* 017040	4/11/2022	(12.14)	HEALTHCHOICE	Patient Refund
901192	4/5/2022	9,805.00	HOSPITAL EQUIPMENT RENTAL COMP	Equipment Lease
17235	4/26/2022	102.15	IMPERIAL, LLC.-LAWTON	Dietary Purchased Svcs
17161	4/5/2022	225.00	INQUIREE LLC	RHC purch svcs
17162	4/5/2022	477.18	JANUS SUPPLY CO	Cleaning Supplies
17236	4/26/2022	524.94	JANUS SUPPLY CO	Cleaning Supplies
17237	4/26/2022	850.00	JIMALL & KANISHA' LOFTIS	Rent House
17210	4/19/2022	929.42	KAY ELECTRIC	Repairs
17238	4/26/2022	4,491.98	LABCORP	Lab purch svcs
17163	4/5/2022	1,307.91	LAMPTON WELDING SUPPLY	Patient Supplies
17164	4/5/2022	130.00	LANGUAGE LINE SERVICES INC	Transcription svcs
17239	4/26/2022	1,016.51	LOWES	supplies
17196	4/12/2022	896.02	MARK CHAPMAN	Employee Reimbursement
17165	4/5/2022	160.00	MARY BARNES, APRN	Employee Reimbursement
17197	4/12/2022	855.00	MARY BARNES, APRN	Employee Reimbursement
901198	4/21/2022	11,546.69	MCKESSON / PSS - DALLAS	Patient Care/Lab Supplies
901203	4/29/2022	3,410.31	MCKESSON / PSS - DALLAS	Patient Care/Lab Supplies
17167	4/5/2022	7,845.06	MEDLINE INDUSTRIES	Patient Care Supplies
17198	4/12/2022	2,327.04	MEDLINE INDUSTRIES	Patient Care Supplies
17211	4/19/2022	3,718.42	MEDLINE INDUSTRIES	Patient Care Supplies
17242	4/26/2022	10,317.90	MEDLINE INDUSTRIES	Patient Care Supplies
17168	4/5/2022	750.00	MEMORIAL NURSING CENTER	Lab equipment
901191	4/4/2022	22.50	NATIONAL DATA BANK	Credentialing
901193	4/11/2022	2.50	NATIONAL DATA BANK	Credentialing
17169	4/5/2022	2,054.47	NEXTIVA, INC.	Phone service
17218	4/20/2022	11,115.08	NOVITAS SOLUTIONS-PART A	2016 ERS
17212	4/19/2022	60.00	OKLAHOMA MEDICAL LICENSURE	Credentialing
17170	4/5/2022	180.00	OKLAHOMA STATE DEPT OF HEALTH	Hospital License renewal
17171	4/5/2022	4,250.00	ORGANOGENESIS INC	Wound Care supplies
17213	4/19/2022	8,500.00	ORGANOGENESIS INC	Wound Care supplies
17243	4/26/2022	4,250.00	ORGANOGENESIS INC	Wound Care supplies
17172	4/5/2022	839.83	ORTHO-CLINICAL DIAGNOSTICS INC	Lab supplies
17173	4/5/2022	2,909.00	PARA HEALTHCARE ANALYTICS, LLC	Charge master review svcs
17244	4/26/2022	1,959.00	PARA HEALTHCARE ANALYTICS, LLC	Charge master review svcs
17174	4/5/2022	2,048.28	PRESS GANEY ASSOCIATES, INC	Quality purch svcs
17175	4/5/2022	57.64	PUCKETT DISCOUNT PHARMACY	Pharmacy Supplies
17176	4/5/2022	95.00	RUSSELL ELECTRIC & SECURITY	maintenance
17199	4/12/2022	8,100.00	SBM MOBILE PRACTICE, INC	1099 Provider
17245	4/26/2022	8,400.00	SBM MOBILE PRACTICE, INC	1099 Provider
17246	4/26/2022	1,750.00	SCHAPEN LLC	RHC rent
17177	4/5/2022	1,735.00	SMAART MEDICAL SYSTEMS INC	Smaart pac rental
17200	4/12/2022	4,800.00	SOMSS LLC	1099 Provider

Check#	Ck Date	Amount	Paid To	Expense Description
17247	4/26/2022	4,800.00	SOMSS LLC	1099 Provider
17201	4/12/2022	301.43	SPARKLIGHT BUSINESS	Cable
17248	4/26/2022	445.94	SPARKLIGHT BUSINESS	Cable
17178	4/5/2022	573.83	STAPLES ADVANTAGE	Office Supplies
17214	4/19/2022	179.97	STAPLES ADVANTAGE	Office Supplies
* 017249	4/26/2022	566.20	STAPLES ADVANTAGE	Office Supplies
17179	4/5/2022	7,875.53	STERICYCLE INC	Waste Disposal
17215	4/19/2022	4,431.65	STRYKER INSTRUMENTS	old surgery supplies
17216	4/19/2022	850.00	T & S LAWN SERVICES	Plant Ops purch svcs
17202	4/12/2022	6,440.00	TRENT ELLIOTT	1099 provider
17180	4/5/2022	115.07	ULINE	Supplies
17181	4/5/2022	227.67	ULTRA-CHEM INC	Housekeeping supplies
901200	4/21/2022	4,310.82	UMPQUA BANK VENDOR FINANCE	Lab eq note payable
901199	4/21/2022	2,217.56	US FOODSERVICE-OKLAHOMA CITY	Dietary Food
901201	4/29/2022	1,789.23	US FOODSERVICE-OKLAHOMA CITY	Dietary Food
TOTAL		<u>1,237,638.12</u>		

**Mangum Regional Medical Center
June 2022 Estimated Claims**

Vendor	Description	Estimated Amount
ADCRAFT	Plant Ops Supplies	500.00
ALIMED	Misc supplies	9,312.19
AMBS CALL CENTER	Hotline	100.00
ANESTHESIA SERVICE INC	Service	5,500.00
APEX	COVID Capital	105,000.00
ARAMARK	Linens purch svcs	18,000.00
ASD HEALTHCARE	Pharmacy Supplies	30,000.00
AT&T	Fax Service	3,500.00
Avanan, INC	COVID Capital	16,800.00
BARRY DAVENPORT	1099 Provider	20,000.00
BAXTER HEALTHCARE	Pharmacy Supplies	5,000.00
BIO-RAD LABORATORIES INC	Supplies	3,500.00
BKD LLP	Finance purch svcs	16,000.00
BLUTH FAMILY MEDICINE	1099 Provider	5,000.00
C & C	Supplies	1,500.00
C&S INSTRUMENTS LLC	Supplies	200.00
CABLES AND SENSORS	Supplies	500.00
CARDINAL 110 LLC	Pharmacy Supplies	70,000.00
CARNEGIE TRI-COUNTY MUN. HOSP	Pharmacy Supplies	6,000.00
CARRIER CORP	Repairs/maintenance	2,000.00
CENTERPOINT ENERGY ARKLA	Utilities	2,500.00
CINTAS CORPORATION #628	Supplies	8,500.00
CITY OF MANGUM	Utilities & property taxes	12,000.00
CLIFFORD POWER SYSTEMS INC	Plant Ops Compliance	1,000.00
COHESIVE HEALTHCARE MGMT	Mgmt and provider Fees	250,000.00
COHESIVE HEALTHCARE RESOURCES	Payroll	600,000.00
COHESIVE MEDIRYDE LLC	Mgmt Transportation Service	10,000.00
COHESIVE REVOPS	Billing purch svcs	70,000.00
COHESIVE STAFFING SOLUTIONS	Mgmt Staffing Service	400,000.00
COMMERCIAL MEDICAL ELECTRONICS	Quarterly PM service	2,500.00
COMPLIANCE CONSULTANTS	Lab Consultant	1,000.00
CONEXUS SOLUTIONS LLC	Agency Staffing	50,000.00
CONTEMPORARY HEALTHCARE SVCS	1099 Provider	34,000.00
CONTROL FIRE SYSTEMS CO	Repairs/maintenance	260.00
CONTROL SOLUTIONS	Supplies	500.00
CORRY KENDALL, ATTORNEY AT LAW	Legal Fees	8,500.00
CPSI	EHR software	45,000.00
CULLIGAN WATER CONDITIONING	RHC purch svcs	150.00
DAN'S HEATING & AIR CONDITIONI	maintenance	1,000.00
DOBSON TECHNOLOGIES TRANSPORT	Internet	1,809.00
DOERNER SAUNDERS DANIEL ANDERS	Legal Fees	10,000.00
DR. MORGAN	1099 Provider	9,532.00
F1 INFORMATION TECHNOLOGIES IN	IT Support Services	5,300.00
FEDEX	Postage	500.00
FFF ENTERPRISES	Pharmacy Supplies	2,000.00

Vendor	Description	Estimated Amount
FIRE EXTINGUISHER SALES & SERV	Repairs/maintenance	200.00
FIRSTCARE MEDICAL SERVICES, PC	1099 Provider	28,848.00
FOX BUILDING SUPPLY	Plant Ops Supplies	1,500.00
GEORGE BROS TERMITE & PEST CON	Pest Control Service	600.00
GLOBAL EQUIPMENT COMPANY INC.	Supplies	2,000.00
GRAINGER	Maintenance Supplies	4,500.00
HAC INC	Dietary Supplies	1,500.00
HAMILTON MEDICAL INC.	Patient Supplies	1,200.00
HEALTH CARE LOGISTICS	Patient Supplies	800.00
HEALTHSTREAM	Employee education/training	841.75
HEARTLAND PATHOLOGY CONSULTANT	Lab Consultant	2,000.00
HENGST PRINTING	Pharmacy Supplies	250.00
HENRY SCHEIN	Lab Supplies	15,000.00
HICKS MEDIA	Advertising	279.00
HILL-ROM COMPANY, INC	Patient Supplies	1,500.00
HOSPITAL EQUIPMENT RENTAL COMP	Equipment rental	3,155.00
ICU MEDICAL SALES INC.	COVID Capital, misc supplies	1,000.00
IMPERIAL, LLC.-LAWTON	Dietary Purchased Service	500.00
INQUIREEK	RHC consulting service	500.00
INSIGHT DIRECT USA INC.	Supplies	750.00
J. & K. LOFTIS	Rent house	850.00
JANUS SUPPLY CO	Housekeeping Supplies, based in Altus	2,700.00
JNP MEDICAL SERVICES LLC	1099 Provider	5,000.00
KAY ELECTRIC	Repairs/maintenance	1,000.00
KCI USA	Patient Supplies	1,000.00
LABCORP	Lab purch svcs	20,000.00
LAMPTON WELDING SUPPLY	Patient Supplies	6,500.00
LANGUAGE LINE SERVICES INC	Translation service	260.00
LOCKE SUPPLY	Plant Ops Supplies	1,500.00
LOWES	Supplies	1,500.00
MCKESSON / PSS - DALLAS	Patient Care/Lab Supplies	35,000.00
MEDICAL DEVICE DEPOT, INC	COVID equip list	1,000.00
MEDLINE INDUSTRIES	Patient Care Supplies	45,000.00
MEDTOX DIAGNOSTICS, INC	Lab supplies	1,500.00
MISC EMPLOYEE REIMBURSEMENTS	To reimburse employees for travel and sup	5,000.00
MOUNTAINEER MEDICAL	Patient Supplies	1,100.00
NATIONAL RECALL ALERT CENTER	Safety and Compliance Data sheets	1,190.00
NEXTIVA, INC.	Phone utility	6,000.00
NOVITAS SOLUTIONS - PART A	ERS loan monthly payment	11,115.08
NP RESOURCES	1099 Provider	5,000.00
NUANCE COMMUNICATIONS INC	Supplies	600.00
OFFICE DEPOT	Office Equipment	1,000.00
OK STATE BOARD	Credentialing	300.00
OKLAHOMA BLOOD INSTITUTE	Blood bank	7,500.00
ORGANOGENESIS INC	skin graph contract	25,000.00
ORTHO-CLINICAL DIAGNOSTICS INC	Laboratory Supplies	2,500.00
PARA HEALTHCARE	CDM Review service	7,500.00

Vendor	Description	Estimated Amount
PARTSSOURCE INC,	Misc Supplies	1,234.30
PATIENT REFUNDS	Credits due to payors	5,500.00
PHILADELPHIA INSURANCE COMPANY	Property ins	6,000.00
PHILIPS HEALTHCARE	Supplies	1,200.00
PIPETTE COM	Lab maintenance/repair	500.00
PITNEY BOWES GLOBAL FINANCIAL	Postage rental	360.00
PRESS GANEY ASSOCIATES, INC	Purchased Service	1,600.00
PUCKETT DISCOUNT PHARMACY	Pharmacy Supplies	500.00
RAMSEY AND GRAY, PC	Legal Fees	6,270.00
Reyes Electric	COVID Capital/Repairs	25,000.00
ROCHE DIAGNOSTICS CORPORATION	Patient Supplies	2,400.00
ROYAL MEDIA NETWORK, INC	Lab Supplies	2,160.00
RUSSELL ELECTRIC & SECURITY	Repairs/maintenance	1,000.00
SBM MOBILE PRACTICE INC.	1099 Provider	37,000.00
SCHAPEN LLC	RHC rent	1,750.00
SCRUBS AND SPORTS	Employee appreciation	273.94
SECURITY CHECK	Backgrounds check svcs	1,500.00
SHRED-IT	Secure doc disposal	2,500.00
SIZEWISE	equipment rental	1,000.00
SMAART MEDICAL SYSTEMS INC	Radiology interface/Radiologist provider	7,500.00
SMARTSIGN	Patient Supplies	212.00
SOMSS LLC	JEFF BRAND 1099 Provider	32,000.00
SOUTHWEST HOT STEAM CLEANING	Quarterly PM service	375.00
SPARKLIGHT BUSINESS	Cable service	1,200.00
STANDLEY	Printer Lease	500.00
STANDLEY SYSTEMS LLC	Printer Lease	6,000.00
STAPLES ADVANTAGE	Office Supplies	2,500.00
STERICYCLE INC	Waste Disposal svcs	12,000.00
STRYKER SALES CORPORATION	ISTAT PM	1,200.00
SYSMEX AMERICA INC	Lab PM Contract	8,439.00
TECUMSEH OXYGEN & MEDICAL SUPP	Supplies	5,000.00
TELEFLEX	Supplies	1,000.00
THE COMPLIANCE TEAM	RHC Consultant	500.00
TOUCHPOINT MEDICAL, INC	pharmacy purch svcs	9,500.00
TRENT ELLIOTT	1099 Provider	20,000.00
TSYS	CC processing service	2,000.00
ULINE	Supplies	116.00
ULTRA-CHEM INC	housekeeping supplies	600.00
UMPQUA	Lab Eq Note	4,400.00
US FOODSERVICE-OKLAHOMA CITY	Food and supplies	12,000.00
US MED-EQUIP LLC	Swing bed eq rental	12,000.00
VITAL SYSTEMS OF OKLAHOMA, INC	Swing bed purch service	8,000.00
WESTERN COMMERCE BANK	Insurance	6,800.00
TOTAL Estimated		<u><u>2,359,092.26</u></u>



Clinic Operations Report

Mangum Family Clinic

May 2022

Clinic Operations

- Community Education with a booth set up at Mangum Snake Derby.
- Hired experience LPN for provider.
- Manager, Brittany Wilson is graduating from nursing school with her RN degree.
- Exploring the option of adding ECW as EMR to increase productivity and workflow.

Quality Report

- No chart deficiencies noted, no reportable events.
- Initiation of opioids audits to ensure proper visitation is occurring.

Outreach

- Mangum Derby Days was a success. Increased provider awareness significantly.
- Intro to JCMH flight team.

Summary

- Provider out 1 additional day for personal reasons. All patients rescheduled for the next day or two.
- Moderate increase in volume indicates adjusting provider.
- 14% No Show rate. Goal is 7%

	Jan	Feb	Mar	Apr	May	June	July	YTD Avg
Total Clinic Visits	154	97	150	160				140.25
Total Clinic Productive Hours	NA	128	133	135				132.0
Total Visits per Productive Hour		.76	1.13	1.19				1.02
New Patient Clinic Encounters	13	12	27	22				18.50
Walk-Ins	29	18	24	31				25.50
Nurse Only Visits	11	3	0	0				3.5
Telehealth Visits Completed	0	0	0	0				0
Annual Well Visits	0	1	0	0				.25
No Shows	22	28	22	23				23.75

	Apr 21	Apr 22
Total Clinic Visits	255	160
Total Clinic Productive Hours	167	135
Total Visits per Productive Hour	1.52	1.19
New Patient Clinic Encounters	20	22
Walk-Ins	141	31
Nurse Only Visits	11	0
Telehealth Visits Completed	1	0
Annual Well Visits	10	0
No Shows	13	23

Providers by the number: April 2022

Forster: 160 visits in 19 working days.

No Show percentage = 14%

Cohesive Healthcare's
Patient Education Plan

Policy:

A necessary part to the success of any healthcare clinic is a well thought out and a well-planned strategic Patient Education plan. Not only advertising in local "hot spots" but committing oneself to be involved in the community is an investment that reaps dividends for all parties involved. The following is a list of areas in which "patient education" is suggested and encouraged.

- Monthly/Quarterly Civic Meetings. Attending and Presenting
- School meetings and school sponsorships. (Biannual)
- School athletic events like games, award ceremonies, Physicals (PRN)
- Banners hung at sporting events. Little league thru high school. (PRN)
- Yearly community events (PRN)
- Community Speaking, civic, schools, churches, SR. Citizens Center (Quarterly)
- Local Newspapers (Quarterly)
- Frequent updates to site's Website page. (Monthly)
- Frequent changes to Social Media outlets. (weekly/monthly)
- Native American Opportunities (PRN)
- Nursing Home Education (PRN)

Mangum Regional Medical Center
Governing Board Summary
Quality Data 05/12/2022

Hospital Activity

- Hospital Admission
 - Acute Care Admits: 15 – up from March (12)
 - Swing-Bed Admits: 11 – up from March (9)
 - Total Discharges: 22– up from March (20)
- Total Patient Days, ED Visits, ADC
 - Total Patient: 303 - up from March (256)
 - ED Visits: 118 – down from March (121)
 - Average Daily Census: 10 – up from March (8)

AMA/LWBS

- AMA: 1 – down from March (3)
- LWBS: 0 – no change from March (0)

Type of Count (AMA/LWBS)	Count	Brief Description of Event	Actions
AMA	1	AMA 1 – 1 inpatient left AMA, pt. became very agitated with staff as they preferred a non-safe method of patient care, when staff attempted to educate patient, patient became more agitated and became threatening towards staff. Patient was able to be redirected and calmed for short period of time but returned to agitated and threatening, police were called/patient did sign out AMA and was assisted out of facility by police.	staff will continue to provide safe patient care to all MRMC patients and educate patients/family as need. Will continue to monitor for threatening behavior from patients and family/police notification by staff as warrants.
LWBS	0	none	none

Care Management

- 30 Day Readmissions
 - 0 for April

Event	Count	Comments	Actions
Readmit	0	No readmits for the month of April	none

Risk Management

- Incidents
 - Falls without Injury
 - AMA/LWBS
 - Other Events

Incident Type	Count	Brief Description of Event & Outcome	Actions
Falls without injury	2	See below	
AMA/LWBS	1/0	See above	
Other events	1	Other; 1 pt. was given a food that they were allergic to, pt. reported to staff and food was removed from pt. room	OTHER: 1) Process for identification of food allergies in place/tray care system being used, education to dietary staff on monitoring for allergies/nursing staff education on eval of tray prior to delivery to patient will continue to monitor process

- Complaints and Grievances
 - 0 grievance

Brief Description of Complaint/Grievance & Outcome	Actions
None for April	None

- Patient Falls
 - Fall with no injury – 2
 - Fall with minor injury – 0
 - Fall with major injury – 0

Count	Brief Description of Event & Outcome	Actions
2 FWOI	1 - Pt was seen in the ED and released, pt. was using appropriate DME upon exit and fell in parking lot, employee was entering building and noted patient post fall. Employee offered a nurse or returning to the ED, pt. was adamant that they were okay and did not need any further care x multiple attempts. Pt left in personal vehicle. Employee reported to ER RN and CNO. ER RN called and followed up with patient the next day, patient continues to report that they are okay and do not need any further care. In-patient became weak during transfer and was slid to the ground with nursing assist, no injuries noted/denied any pain with assessment	monitor for any potential fall risks, offer care when needed. Use appropriate number of staff for all transfers
0 Fall w/minor injury	None	None

- Mortality Rate
 - Acute/Swing-Bed Deaths
 - 2 (9%) (YTD = 12%)
 - Emergency Department Deaths
 - 1 (1%) (YTD = 0%)

Count	Brief Description of Event & Outcome	Actions
1 acute 1 swing	2 inpatients; pt. admitted to swing, declined overall. DNR in place, pt. expired while inpatient. 1 pt. to ed unresponsive extensive health issues/family desires comfort care, admitted for comfort care, expired while inpatient.	none
1 ER	1 ER patient; pt. brought to ed with CPR in progress, CPR attempts in ED unsuccessful. Pt expired in the ED	none.

- Organ Bank Notifications within 60 minutes of Death (Benchmark 100%)
 - 3 notification within 60 minutes of death/ 3 death for reporting period

Count	Compliance	Action
-------	------------	--------

3	100% - inpatient x 2 deaths were not candidate for donation, er death was sent to ME	none
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Infection Control

- Catheter Associated Urinary Tract Infections (CAUTIs) – 0
- Central Line Associated Primary Bloodstream Infections (CLABSIs) – 0

Type of Event (CLABSI/CAUTI)	Count	Brief Description of Event & Outcome	Actions
None			
None			

Health Information Management

- History & Physical Completion (Benchmark 100%)
 - 26/26 = 100 %
- Discharge Summary Completion (Benchmark 100%)
 - 22/22 = 100 %

Type of Documentation (H&P/Discharge)	Count	Actions
H&P	26	none
Discharge Summary	22	none

Nursing

- Code Blue
 - 2
- Transfers
 - Acute Transfers – 0
 - ED Transfers – 11

Event	Count	Comments	Actions
Acute Transfers	0	none	Continue operating capacities for this CAH.
ED Transfers	11	11 - transferred to higher level of care for; pneumothorax, NSTEMI x 4, Bowel obstruction x 2, EOD, meningioma, acute abdomen (further testing needed), elevated cardiac enzymes/dyspnea	Continue operating capacities for this CAH.



Chief Clinical Officer Report April 2022

Excellent Patient Care

- Monthly Education topics included a Clinical Staff Meeting with topics which included but was not limited to Allergy, Vitals and Results communication, Order entry, and Insulin education.
- MRMC continued installation and education of the New Critical Alert Call System.

Excellent Client Service

- Patients continue to rely on MRMC as their local hospital. Patient days decreased from 256 days in March to 303 days in April. This represents an average daily census of 10. In addition, MRMC Emergency Department provided care to 118 patients in March.
- March COVID-19 Stats at MRMC: Swabs (18-PCR & 34-Antigen) with 1 Positive PCR & 1 Positive Antigen.

Preserve Rural Healthcare

Mangum Regional Medical Center												
2021 Monthly Census Comparison												
	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec/21
Inpatient	39	15	21	26								30
Swing Bed	16	3	9	11								17
Observation	1	2	0	0								1
Emergency Room	187	114	121	118								166
Lab Completed	2833	1888	2031	2154								3082
Rad Completed	264	196	215	238								267
Ventilator Days	4	5	0	0								10

Preserve Rural Jobs

- Open Positions include Full Time RT, RN, LPN, and CNA.
- MRMC has new updates to the Core Staff! CNA and RN
- For the clinical team MRMC continues to pursue core staff members from the area.
- Recruiting efforts included positing of positions on mangumregional.net and Facebook as well Indeed.
- Cohesive Health Care Management and Consulting coordinates with MRMC Dietary team to provide delicious meals free of charge to on-duty staff.



Chief Executive Officer Report April 2022

COVID Overview

- ✓ Leadership continues to update staff and providers regarding new policies and regulations.
- ✓ Covid is less of a concern however vigilance is still the focus.

Staff and Operations Overview

- ✓ Patient care continues to be outstanding.
- ✓ Open positions include CNA, LPN, RN and RT.
- ✓ Recently hired core staff include an RN and a CAN.
- ✓ Critical Alert nurse call system is close to completion. This is the final major improvement enabled by grant funds.
- ✓ Our average daily census for the month was up by two over last month to 10.
- ✓ Emergency Department assisted 118 patients.
- ✓ Employees continued to receive free meals compliments of Cohesive.
- ✓ We continue to put an emphasis on social media presence and other outreach efforts for the Hospital and the Clinic.

Contracts, Agreements and Appointments for Governing Board Approval

- ✓ Western Commerce Bank Agreement
- ✓ Mangum Drug Co. 340B Addendum
- ✓ Puckett's 340B Addendum
- ✓ UHC VACCN Amendment
- ✓ Organogenesis Freezer Refrigerator Agreement
- ✓ BCBS Plan 65 Agreement
- ✓ Aramark Agreement
- ✓ Pitney Bowes Agreement
- ✓ eClinical Works Agreement

Mangum Board Meeting Financial Reports

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

Mangum Regional Medical Center
April 2022

	Current Month	COVID	Total Less COVID	Year-To-Date	Year-To-Date Less COVID
Cash Receipts	\$ 1,042,122	\$ -	\$ 1,042,122	\$ 5,594,594	\$ 5,339,968
Cash Disbursements	\$ (1,237,638)	\$ -	\$ (1,237,638)	\$ (5,724,677)	\$ (5,549,195)
NET	<u>\$ (195,516)</u>	<u>\$ -</u>	<u>\$ (195,516)</u>	<u>\$ (130,083)</u>	<u>\$ (209,226)</u>



May 24, 2022

**Board of Directors
Mangum Regional Medical Center**

April 2022 Financial Statement Overview

*As a reminder, we received notification of the 2016 audit adjustment for bad debts in April resulting in a \$349K payable owed to Medicare. An ERS application and 1st installment payment was submitted and is currently pending approval.

- **Statistics**
 - The average daily census in April was 10.10. This is an increase of 1.84 from the previous month and brings our YTD ADC to 10.13.
 - Cash receipts for the month of April totaled \$1M. This is an increase of \$252K from March primarily due to the increase in Census during the month of April but remains slightly below our trending average of \$1.1M reflective of the decrease in Feb and March census days.

- **Balance Sheet Highlights**
 - The operating cash balance as of April 30th is \$395K, and the Restricted Cash balance remained the same at \$877K for a total of \$1.3M in cash.
 - The Due from Medicare asset account reflects an increase in the receivable balance of \$175K, bringing the YTD total to \$775K.
 - Accounts Payable reflects an increase of \$124K primarily due to the previously mentioned decrease in average cash collections in April based on prior months census days.
 - Due to Medicare saw a net increase of \$183K reflective of the payment on the principal balance of the ERS loans and recording of the \$349K 2016 Medicare cost report audit adjustment.



- Restricted liabilities reflect the amount of restricted cash as no funds have yet been recognized at this time.

- Income Statement Highlights
 - March gross revenue totaled \$1.4M primarily due to the increase in census days with Net patient revenue reflecting a balance of \$1.M as a result of the net impact of both the \$175K increase in receivable and \$349K increase due to Medicare.
 - Operating expenses for the month of April continued our three-month trend at \$1.4M.
 - Depreciation expense increased \$44K above the monthly average due to assets place in service and catch-up depreciation.
 - Net loss for the month is (\$465K), of which includes the \$349K unfavorable adjustment due to the 2016 cost report payable.

- Additional Notes
 - Cohesive has initiated a request with Novitas to submit an interim rate review based on the 4/30/22 Financials in which we estimate a receivable owed to the hospital. Normally, an interim review is not initiated until around the 8/31 time frame but considering the large receivable already estimated, having an earlier interim rate review completed is more favorable for the facility.

Mangum Regional Medical Center
Admissions, Discharges & Days of Care
Fiscal Year 2022

	January	February	March	April	12/31/2022 YTD	12/31/2021 PY Comparison
Admissions						
Inpatient	23	13	12	14	62	57
Swingbed	16	12	9	11	48	62
Observation	1	2	0	0	3	0
	40	27	21	25	113	119
Discharges						
Inpatient	21	13	12	13	59	54
Swingbed	15	8	8	8	39	31
Observation	1	1	0	0	2	0
	37	22	20	21	100	85
Days of Care						
Inpatient-Medicare	50	15	32	40	137	94
Inpatient-Other	36	39	6	5	86	69
Swingbed-Medicare	316	182	218	258	974	764
Swingbed-Other	18	0	0	0	18	103
Observation	1	2	0	0	3	0
	421	238	256	303	1,218	1,030
Calendar days	31	28	31	30	120	120
ADC - (incl OBS)	13.58	8.50	8.26	10.10	10.15	8.58
ADC	13.55	8.43	8.26	10.10	10.13	8.58
ER	188	114	122	119	543	
Outpatient	368	191	254	233	1,046	
RHC	154	97	149	158	558	

Mangum Regional Medical Center
Comparative Balance Sheet - Unaudited
Fiscal Year 2022

	January	February	March	April	Prior Month Variance
Cash And Cash Equivalents	1,497,994	1,556,994	590,056	394,769	(195,286)
Reserved Funds	622,161	876,787	876,787	876,787	-
Patient Accounts Receivable, Net	2,369,734	1,727,478	1,549,843	1,555,517	5,675
Due From Medicare	-	300,000	600,000	775,000	175,000
Inventory	48,093	63,860	72,778	78,954	6,175
Prepays And Other Assets	1,566,841	1,558,637	1,526,432	1,540,836	14,404
Capital Assets, Net	2,852,888	2,838,094	2,807,195	2,616,336	(190,859)
Total Assets	8,957,712	8,921,849	8,023,091	7,838,199	(184,892)
Accounts Payable	15,843,303	16,028,473	15,692,392	15,815,949	123,556
Due To Medicare	2,618,696	2,466,835	2,313,656	2,497,068	183,412
Covid Grant Funds	622,161	876,787	876,787	876,787	-
Due To Cohesive - PPP Loans	-	-	-	-	-
Notes Payable - Cohesive	242,500	242,500	242,500	242,500	-
Notes Payable - Other	160,790	137,918	115,046	92,174	(22,872)
Alliantz Line Of Credit	-	-	-	-	-
Leases Payable	319,392	315,647	311,882	308,096	(3,786)
Total Liabilities	19,806,841	20,068,160	19,552,263	19,832,574	280,311
Net Assets	(10,849,129)	(11,146,311)	(11,529,172)	(11,994,375)	(465,203)
Total Liabilities and Net Assets	8,957,712	8,921,849	8,023,091	7,838,199	(184,892)

**Mangum Regional Medical Center
Cash Receipts & Disbursements by Month
May 24, 2022 Board Meeting**

2019		2020		2021				2022				
Month	Receipts	Month	Receipts	Stimulus Funds	Month	Receipts	Stimulus Funds	Disbursements	Month	Receipts	Stimulus Funds	Disbursements
January-19	417,231	January-20	1,183,307		January-21	830,598		695,473	January-22	2,163,583		1,435,699
February-19	242,680	February-20	750,899		February-21	609,151		1,472,312	February-22	1,344,463	254,626	1,342,080
March-19	1,357,203	March-20	843,213		March-21	910,623	49,461	866,387	March-22	789,800		1,709,260
April-19	1,299,323	April-20	617,307	778,925	April-21	742,500		999,127	April-22	1,042,122		1,237,638
May-19	1,289,344	May-20	605,061	3,405,872	May-21	816,551		1,528,534	May-22			
June-19	559,288	June-20	562,725		June-21	936,092		1,455,892	June-22			
July-19	1,576,072	July-20	521,080	78,499	July-21	1,009,037		1,774,932	July-22			
August-19	346,302	August-20	611,529		August-21	1,292,886	100,000	2,156,724	August-22			
September-19	876,966	September-20	785,446		September-21	278,972		753,559	September-22			
October-19	1,148,666	October-20	1,168,624	11,577	October-21	1,954,204		1,343,425	October-22			
November-19	957,993	November-20	836,014		November-21	1,113,344	316,618	1,800,166	November-22			
December-19	1,500,316	December-20	1,940,134		December-21	1,794,349	305,543	1,325,063	December-22			
			10,425,338	4,274,873		12,288,308	771,623	16,171,592		5,339,968	254,626	5,724,677
Subtotal FY 2019	11,571,384	Subtotal FY 2020	14,700,211		Subtotal FY 2021	13,059,930			Subtotal FY 2022	5,594,594		

**Mangum Regional Medical Center
Medicare Payables by Year
May 24, 2022 Board Meeting**

Year	Original Balance	Balance as of 04/30/22	Total Interest Paid as of 04/30/22
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 <i>Estimate</i>	1,614,760.00	-	7,053.79
2017 12/31/17-C/R Settlement <i>Estimate</i>	(535,974.00)	1,797,326.71	96,204.86
2017 C/R Settlement Overpayment <i>Estimate</i>	3,539,982.21	-	-
2018 C/R Settlement	1,870,870.00	25,401.05	240,823.70
2019 Interim Rate Review - 1st	323,765.00	-	5,637.03
2019 Interim Rate Review - 2nd	1,802,867.00	336,560.24	267,480.12
2019 C/R Settlement	(967,967.00)	-	-
2020 C/R Settlement	(3,145,438.00)	-	-
<i>FY21 MCR pay (rec) estimate per 7/31/21 Interim Rate Review</i>	(1,631,036.00)	-	-
<i>FY22 MCR pay (rec) estimate</i>	(775,000.00)	(775,000.00)	-
2016 C/R Audit - Bad Debt Adj	348,895.00	337,779.92	-
Total	5,115,513.21	1,722,067.92	992,373.93

Mangum Regional Medical Center
Statement of Revenue and Expense
For The Month and Year To Date Ended April 30, 2022
Unaudited

MTD				YTD		
Actual	Prior Year	Prior Yr Variance		Actual	Prior Year	Prior Yr Variance
128,458	212,813	(84,355)	Inpatient revenue	816,727	838,813	(22,086)
549,824	1,042,051	(492,227)	Swing Bed revenue	2,297,344	3,320,374	(1,023,030)
578,245	637,135	(58,891)	Outpatient revenue	2,115,657	2,390,468	(274,811)
132,657	172,184	(39,527)	Professional revenue	625,937	544,127	81,809
<u>1,389,183</u>	<u>2,064,184</u>	<u>(675,001)</u>	Total patient revenue	<u>5,855,665</u>	<u>7,093,783</u>	<u>(1,238,118)</u>
109,975	905,284	(795,309)	Contractual adjustments	1,148,306	2,608,142	(1,459,836)
173,895	-	173,895	Contractual adjustments: MCR Settlement	(426,105)	(150,000)	(276,105)
59,784	2,665	57,119	Bad debts	370,059	436,651	(66,593)
<u>343,654</u>	<u>907,950</u>	<u>(564,295)</u>	Total deductions from revenue	<u>1,092,260</u>	<u>2,894,793</u>	<u>(1,802,533)</u>
1,045,529	1,156,234	(110,706)	Net patient revenue	4,763,405	4,198,990	564,415
13,234	(4,132)	17,366	Other operating revenue	29,690	111,172	(81,482)
<u>1,058,762</u>	<u>1,152,102</u>	<u>(93,340)</u>	Total operating revenue	<u>4,793,095</u>	<u>4,310,162</u>	<u>482,933</u>
			Expenses			
321,429	476,597	(155,169)	Salaries and benefits	1,263,930	1,604,141	(340,212)
127,533	127,933	(400)	Professional Fees	516,820	481,928	34,892
455,452	246,672	208,780	Contract labor	1,903,626	910,229	993,397
88,451	52,265	36,186	Purchased/Contract services	367,543	259,147	108,396
225,000	225,000	-	Management expense	900,000	900,000	-
130,142	103,679	26,463	Supplies expense	398,154	425,459	(27,305)
36,420	19,441	16,979	Rental expense	148,536	77,824	70,712
14,453	13,033	1,420	Utilities	66,483	52,023	14,460
1,495	318	1,177	Travel & Meals	3,366	1,330	2,036
11,339	1,034	10,305	Repairs and Maintenance	49,581	10,807	38,775
11,042	11,660	(619)	Insurance expense	45,718	46,642	(924)
7,687	47,424	(39,737)	Other Expense	103,030	173,865	(70,835)
<u>1,430,443</u>	<u>1,325,057</u>	<u>105,386</u>	Total expense	<u>5,766,786</u>	<u>4,943,394</u>	<u>823,392</u>
<u>(371,680)</u>	<u>(172,955)</u>	<u>(198,726)</u>	EBIDA	<u>(973,691)</u>	<u>(633,232)</u>	<u>(340,459)</u>
<u>-35.1%</u>	<u>-15.0%</u>	<u>-20.1%</u>	EBIDA as percent of net revenue	<u>-20.3%</u>	<u>-14.7%</u>	<u>-5.6%</u>
18,704	11,909	6,795	Interest	81,863	55,307	26,556
74,819	25,083	49,736	Depreciation	167,839	100,331	67,508
<u>(465,203)</u>	<u>(209,946)</u>	<u>(255,256)</u>	Operating margin	<u>(1,223,394)</u>	<u>(788,870)</u>	<u>(434,523)</u>
-	-	-	Other	-	-	-
-	-	-	Total other nonoperating income	-	-	-
<u>(465,203)</u>	<u>(209,946)</u>	<u>(255,256)</u>	Excess (Deficiency) of Revenue Over Expenses	<u>(1,223,394)</u>	<u>(788,870)</u>	<u>(434,523)</u>
<u>-43.94%</u>	<u>-18.22%</u>	<u>-25.72%</u>	Operating Margin %	<u>-25.52%</u>	<u>-18.30%</u>	<u>-7.22%</u>

Mangum Regional Medical Center
Statement of Revenue and Expense Trend - Unaudited
Fiscal Year 2022

	January	February	March	April	YTD
Inpatient revenue	310,831	198,959	178,480	128,458	816,727
Swing Bed revenue	830,106	440,403	477,011	549,824	2,297,344
Outpatient revenue	631,725	422,930	482,757	578,245	2,115,657
Professional revenue	224,946	124,781	143,553	132,657	625,937
Total patient revenue	1,997,609	1,187,073	1,281,801	1,389,183	5,855,665
Contractual adjustments	403,881	106,453	527,997	109,975	1,148,306
Contractual adjustments: MCR Settlement	-	(300,000)	(300,000)	173,895	(426,105)
Bad debts	110,208	223,965	(23,898)	59,784	370,059
Total deductions from revenue	514,089	30,418	204,099	343,654	1,092,260
Net patient revenue	1,483,520	1,156,655	1,077,701	1,045,529	4,763,405
Other operating revenue	-	12,728	3,728	13,234	29,690
Total operating revenue	1,483,520	1,169,383	1,081,430	1,058,762	4,793,095
	95.0%	78.9%	73.6%	68.6%	79.2%
Expenses					
Salaries and benefits	336,275	295,586	310,640	321,429	1,263,930
Professional Fees	143,762	117,117	128,408	127,533	516,820
Contract labor	549,651	426,697	471,826	455,452	1,903,626
Purchased/Contract services	56,015	150,125	72,951	88,451	367,543
Management expense	225,000	225,000	225,000	225,000	900,000
Supplies expense	93,932	83,502	90,578	130,142	398,154
Rental expense	42,114	40,517	29,486	36,420	148,536
Utilities	17,555	18,389	16,087	14,453	66,483
Travel & Meals	697	556	619	1,495	3,366
Repairs and Maintenance	15,500	13,564	9,179	11,339	49,581
Insurance expense	11,042	12,592	11,042	11,042	45,718
Other	16,775	30,900	47,667	7,687	103,030
Total expense	1,508,317	1,414,544	1,413,483	1,430,443	5,766,786
EBIDA	\$ (24,797)	\$ (245,161)	\$ (332,053)	\$ (371,680)	\$ (973,691)
EBIDA as percent of net revenue	-1.7%	-21.0%	-30.7%	-35.1%	-20.3%
Interest	22,624	20,626	19,909	18,704	81,863
Depreciation	30,727	31,394	30,899	74,819	167,839
Operating margin	\$ (78,148)	\$ (297,182)	\$ (382,861)	\$ (465,203)	\$ (1,223,394)
Other	-	-	-	-	-
Total other nonoperating income	\$ -	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenue Over Expenses	(78,148)	(297,182)	(382,861)	(465,203)	(1,223,394)
Operating Margin % (excluding other misc. reven	-5.27%	-25.41%	-35.40%	-43.94%	-25.52%

MRMC AP AGING SUMMARY
For Month Ending
4/30/2022

VENDOR - Under Litigation	Description	0-30	31-60	61-90	Over 90	4/30/2022	3/31/2022	2/28/2022
ADP INC	QMI Payroll Service Provider				4,276.42	4,276.42	4,276.42	4,276.42
ADP SCREENING AND SELECTION	QMI Payroll Service Provider				1,120.00	1,120.00	1,120.00	1,120.00
ALLIANCE HEALTH SOUTHWEST OKLA	Old Mgmt Fees				698,000.00	698,000.00	698,000.00	698,000.00
ELISE ALDUINO	1099 consultant				12,000.00	12,000.00	12,000.00	12,000.00
HEADRICK OUTDOOR MEDIA INC	Advertising				25,650.00	25,650.00	25,650.00	25,650.00
MEDSURG CONSULTING LLC	Equipment Rental Agreement				98,670.36	98,670.36	98,670.36	98,670.36
QUARTZ MOUNTAIN RESORT	Alliance Travel				9,514.95	9,514.95	9,514.95	9,514.95
SUBTOTAL-Vendor Under Litigation		-	-	-	849,231.73	849,231.73	849,231.73	849,231.73
VENDOR	Description	0-30	31-60	61-90	Over 90	4/30/2022	3/31/2022	2/28/2022
ALIMED	COVID Capital				9,312.19	9,312.19	9,312.19	9,312.19
AMERICAN HEALTH TECH	Rental Equipment-Old				22,025.36	22,025.36	22,025.36	22,025.36
ANESTHESIA SERVICE INC	Patient Supplies	1,097.45				1,097.45	607.37	1,618.21
APEX MEDICAL GAS SYSTEMS, INC	COVID Capital	92,137.20			104,521.08	196,658.28	104,521.08	104,521.08
ARAMARK	Linen Services	9,030.67	6,664.35			15,695.02	18,696.10	23,083.09
ASD HEALTHCARE	Pharmacy Supplies			17,474.40	42,007.88	59,482.28	2,421.08	2,421.08
AT&T	Fax Service	-				-	-	3,187.33
AVANAN, INC.	COVID Capital				16,800.00	16,800.00	16,800.00	16,800.00
BARRY DAVENPORT	1099 Provider	-				-	-	5,760.00
BAXTER HEALTHCARE	Pharmacy Supplies	60.72	176.63			237.35	875.30	(184.81)
BIO-RAD LABORATORIES INC	Lab Supplies	-				-	2,538.64	-
BKD LLP	Cost report preparer	1,309.00	338.00			1,647.00	338.00	20,605.00
BLUTH FAMILY MEDICINE, LLC	1099 Provider	-				-	-	2,400.00
C&S INSTRUMENTS LLC	Patient Supplies			178.47		178.47	178.47	178.47
C.R. BARD INC.	Surgery Supplies-Old				3,338.95	3,338.95	3,338.95	3,338.95
CARNEGIE TRI-COUNTY MUN. HOSP	Pharmacy Supplies	1,512.77	1,070.19			2,582.96	-	5,801.41
CENTERPOINT ENERGY ARKLA	Utilities	1,427.03				1,427.03	2,787.00	3,190.44
CINTAS CORPORATION #628	Linen Services	4,372.80	1,743.72			6,116.52	6,140.42	7,089.77
CITY OF MANGUM	Utilities	5,521.83				5,521.83	5,774.65	5,410.61
COHESIVE HEALTHCARE MGMT	Mgmt Fees	225,518.71	225,112.50	225,762.55	3,183,160.93	3,859,554.69	3,904,035.98	3,983,923.48
COHESIVE HEALTHCARE RESOURCES	Payroll	300,120.07	416,426.52	406,136.37	4,637,419.13	5,760,102.09	5,772,722.14	5,978,413.22
COHESIVE MEDIRYDE LLC	Mgmt Transportation Service	1,015.75	279.25	984.25	6,696.75	8,976.00	7,681.00	7,681.00
COHESIVE REVOPS INTEGRATION	Business Office Purch svcs	301.89				301.89	-	-
COHESIVE STAFFING SOLUTIONS	Mgmt Staffing Service	626,539.03	313,836.32	480,455.77	2,445,133.66	3,865,964.78	3,215,008.40	3,464,970.69
COMMERCIAL MEDICAL ELECTRONICS	Quarterly Maintenance	2,450.00			2,450.00	4,900.00	2,450.00	3,180.00
COMPLIANCE CONSULTANTS	Lab Consultant				1,000.00	1,000.00	1,000.00	1,000.00
CONEXUS SOLUTIONS LLC	Agency Staffing				379,904.80	379,904.80	403,130.75	415,832.50
CONTEMPORARY HEALTHCARE SVCS	1099 Provider	-				-	-	7,500.00
CORRY KENDALL, ATTORNEY AT LAW	Legal Fees			4,000.00	19,226.15	23,226.15	30,819.80	-
CPSI	EHR Software	3,096.00				3,096.00	3,191.00	35,051.00
CULLIGAN WATER CONDITIONING	Clinic Purchased Service	-				-	12.00	46.00

VENDOR	Description	0-30	31-60	61-90	Over 90	4/30/2022	3/31/2022	2/28/2022
DOBSON TECHNOLOGIES TRANSPORT	Internet	-				-	-	1,809.00
DOERNER SAUNDERS DANIEL ANDERS	Legal Fees			8,087.77	332,728.25	340,816.02	340,816.02	340,816.02
DR W. GREGORY MORGAN III	1099 Provider	-				-	4,766.67	4,766.67
F1 INFORMATION TECHNOLOGIES IN	IT Support Services	2,928.00				2,928.00	2,928.00	2,928.00
FEDEX	Postage service	272.85				272.85	145.55	72.02
FIRE EXTINGUISHER SALES & SERV	Maintenance	666.50				666.50	-	-
FIRSTCARE MEDICAL SERVICES, PC	1099 Provider	-				-	-	9,615.38
GEORGE BROS TERMITE & PEST CON	Pest Control Service	160.00				160.00	480.00	320.00
GLOBAL EQUIPMENT COMPANY INC.	Minor Equipment			-		-	-	1,357.72
GLOBAL PAYMENTS INTEGRATED	CC processing svcs				208.15	208.15	-	-
GRAINGER	Maintenance Supplies	2,117.08	203.71			2,320.79	530.55	1,567.51
GREER COUNTY TREASURER	Property taxes			-		-	-	4,876.50
HAC INC	Dietary Supplies	466.53	71.99			538.52	330.50	455.86
HAMILTON MEDICAL INC.	Ventilator Supplies			1,199.60		1,199.60	1,199.60	1,199.60
HEALTH CARE LOGISTICS	Pharmacy Supplies			-		-	-	771.23
HEALTHSTREAM	Employee Training Puchased Service		841.75			841.75	841.75	-
HEARTLAND PATHOLOGY CONSULTANT	Lab Consultant	2,000.00				2,000.00	1,000.00	1,000.00
HENGST PRINTING	Pharmacy Supplies	161.96				161.96	-	95.00
HENRY SCHEIN	Lab Supplies	1,943.34	336.59			2,279.93	-	4,085.07
HERC RENTALS-DO NOT USE	Old Rental Service				7,653.03	7,653.03	7,653.03	7,653.03
HILL-ROM COMPANY, INC	Supplies				1,464.29	1,464.29	1,464.29	1,464.29
HSI	Materials Purch svcs			-		-	-	2,500.00
ICU MEDICAL SALES INC.	COVID Capital					-	-	47,523.87
IMEDICAL INC	Supplies				1,008.29	1,008.29	1,008.29	1,008.29
IMPERIAL, LLC.-LAWTON	Dietary Purchased Service	68.10				68.10	102.15	270.45
INQUIREE LLC	RHC purch svcs					-	225.00	-
JANUS SUPPLY CO	Housekeeping Supplies, based in Altus	1,886.32				1,886.32	1,002.12	2,585.33
LABCORP	Lab purch svcs	4,749.32	4,650.50			9,399.82	4,491.98	16,457.50
LAMPTON WELDING SUPPLY	Patient Supplies	3,277.81	186.60			3,464.41	2,681.35	3,899.84
LANGUAGE LINE SERVICES INC	Translation service	130.00	130.00			260.00	130.00	260.00
LOWES	Supplies	-				-	1,016.51	-
MANGUM LIONS CLUB	Invoice Credited in May		35.00			35.00	-	-
MARY BARNES, APRN	Employee Reimbursement	-				-	160.00	-
MATT MONROE	Credit future month rent	(5,950.00)				(5,950.00)	-	-
MCKESSON / PSS - DALLAS	Patient Care/Lab Supplies	16,193.40				16,193.40	12,435.88	21,258.94
MEASUREMENT SPECIALTIES INC	Supplies		175.00			175.00	175.00	-
MEDICAL DEVICE DEPOT, INC	Patient Care Supplies					-	-	3,072.01
MEDLINE INDUSTRIES	Patient Care/Lab Supplies	4,759.28	7,159.14			11,918.42	27,644.41	33,554.34
MEMORIAL NURSING CENTER	minor lab equip	-				-	750.00	-
MICROSURGICAL MST	Surgery Supplies				2,233.80	2,233.80	2,233.80	2,233.80
MID-AMERICA SURGICAL SYSTEMS	Surgery Supplies				3,607.60	3,607.60	3,607.60	3,607.60
NATIONAL RECALL ALERT CENTER	Safety and Compliance	1,190.00				1,190.00	-	-
NEXTIVA, INC.	Phones	-				-	2,054.47	2,054.47
NINJA RMM	IT Service				2,625.00	2,625.00	2,625.00	2,625.00

VENDOR	Description	0-30	31-60	61-90	Over 90	4/30/2022	3/31/2022	2/28/2022
OFFICE DEPOT	Office Supplies				-	-	-	2,160.55
OKLAHOMA BLOOD INSTITUTE	Lab Supplies	3,061.20		4,542.30		7,603.50	5,052.50	7,093.30
OKLAHOMA HOSPITAL ASSOCIATION	OHA dues		-			-	-	13,188.00
OKLAHOMA MEDICAL LICENSURE	Credentialing	-				-	-	60.00
ORGANOGENESIS INC	Wound care supplies	11,560.00				11,560.00	12,750.00	-
ORTHO-CLINICAL DIAGNOSTICS INC	Lab purch svcs	401.24	797.84	398.92		1,598.00	2,036.59	2,335.23
OSU PROFESSIONAL DEVELOPMENT	Employee Training	-				-	-	50.00
PARA HEALTHCARE ANALYTICS, LLC	CMD Review	2,909.00	1,959.00			4,868.00	6,827.00	4,868.00
PARTSSOURCE INC,	Lab repair/maint				1,234.30	1,234.30	1,234.30	1,234.30
PHILIPS HEALTHCARE	Supplies		-			-	-	2,093.80
PITNEY BOWES GLOBAL FINANCIAL	Postage rental	347.00				347.00	-	347.00
PRESS GANEY ASSOCIATES, INC	Purchased Service	682.76	682.76			1,365.52	2,048.28	682.76
PUCKETT DISCOUNT PHARMACY	Pharmacy Supplies	-				-	57.64	65.52
RADIATION CONSULTANTS	Radiology maintenance	-				-	-	3,500.00
RAMSEY AND GRAY, PC	Legal Fees				6,270.00	6,270.00	6,270.00	6,270.00
REYES ELECTRIC LLC	Repairs/maintenance				7,105.00	7,105.00	75,000.00	91,600.00
ROCHE DIAGNOSTICS CORPORATION	Patient Supplies				2,314.00	2,314.00	2,314.00	2,314.00
ROYAL MEDIA NETWORK, INC	Lab Supplies		2,160.00			2,160.00	2,160.00	-
RUSSELL ELECTRIC & SECURITY	Repair and Maintenance	-				-	95.00	-
SBM MOBILE PRACTICE, INC	1099 Provider	-				-	-	8,250.00
SCRUBS AND SPORTS	Employee Appreciation				273.94	273.94	273.94	273.94
SECURITY CHECK	Background check service	105.00		35.00	980.00	1,120.00	840.00	840.00
SIZEWISE	Swing bed purch service				-	-	-	2,387.50
SMAART MEDICAL SYSTEMS INC	Radiology interface/Radiologist provider		1,735.00	1,735.00	3,470.00	6,940.00	6,940.00	6,940.00
SMARTSIGN	Supplies			-		-	-	212.00
SOMSS LLC	1099 Provider	-				-	-	4,800.00
SPARKLIGHT BUSINESS	Cable service	-			-	-	-	451.94
STANDLEY SYSTEMS LLC	Printer lease	-				-	-	4,477.93
STAPLES ADVANTAGE	Office Supplies	464.72				464.72	972.74	1,676.92
STERICYCLE / SHRED-IT	Secure Doc disposal service	-			-	-	-	1,152.22
STERICYCLE INC	Waste Disposal Service	2,540.33				2,540.33	10,415.86	8,471.29
STERIS CORPORATION	Old surgery supplies				(1,762.89)	(1,762.89)	(1,762.89)	(1,762.89)
STRYKER INSTRUMENTS	Surgery Supplies				5,255.75	5,255.75	9,687.40	14,119.05
STRYKER SALES CORPORATION	PM contract for ISTAT				1,200.00	1,200.00	1,200.00	1,200.00
SYSMEX AMERICA INC	Lab eq svcs contract				8,439.00	8,439.00	8,439.00	8,439.00
TECUMSEH OXYGEN & MEDICAL SUPP	Patient Supplies		1,320.00	1,290.00	1,590.00	4,200.00	4,200.00	7,103.00
TELEFLEX	Supplies				-	-	-	3,092.00
THE PLAZA RESTAURANT	Strategic Meeting Meal	449.75				449.75	-	-
TOUCHPOINT MEDICAL, INC	Med Dispense Monitor Support				3,285.00	3,285.00	3,285.00	3,285.00
ULINE	COVID Minor Eq				-	-	115.07	115.07
ULTIMATE IT GUY LLC	Repairs/maintenance	120.00				120.00	-	-
ULTRA-CHEM INC	Housekeeping Supplies	-				-	227.67	-
US FOODSERVICE-OKLAHOMA CITY	Food and supplies	2,125.69				2,125.69	2,115.23	4,933.49
US MED-EQUIP LLC	Swing bed eq rental	6,556.52		3,014.16	5,036.54	14,607.22	8,050.70	11,131.94

VENDOR	Description	0-30	31-60	61-90	Over 90	4/30/2022	3/31/2022	2/28/2022
VITAL SYSTEMS OF OKLAHOMA, INC	Swing bed purch service			3,420.00	6,840.00	10,260.00	10,260.00	11,115.00
WELCH ALLYN, INC.	Supplies				(628.66)	(628.66)	(628.66)	(628.66)
WESTERN COMMERCE BANK (OHA INS	Insurance				-	-	7,102.92	7,102.92
WOLTERS KLUWER HEALTH	Clinical Education		5,279.61			5,279.61	5,279.61	-
Vendor Subtotal		1,343,854.62	993,371.97	1,158,714.56	11,275,427.27	14,771,368.42	14,153,764.10	14,908,961.53
Grand Total		1,343,854.62	993,371.97	1,158,714.56	12,124,659.00	15,620,600.15	15,002,995.83	15,758,193.26
						Conversion Variance	(13,340.32)	(13,340.32)
						AP Control	15,607,259.83	14,989,655.51
						Accrued AP	208,688.94	702,736.98
						TOTAL AP	15,815,948.77	15,692,392.49
								16,028,473.02

Hospital Vendor Contract Summary Sheet

1. Existing Vendor New Vendor
2. **Name of Contract: Western Commerce Bank Premium Finance Agreement**
3. **Contract Parties: MCHA and Western Commerce Bank**
4. **Contract Type Services: Insurance Premium Financing via Auto Draft through**
5. **Impacted Hospital Departments: Finance**
6. **Contract Summary: 10 (ten) monthly payments @ 5.025% of \$6,510.77. Payments will be made electronically through the secure Western Commerce Bank online portal.**
7. **Cost: N/A**
8. **Prior Cost: N/A**
9. **Term: One Year**
10. **Termination Clause:**
11. **Other: This agreement and process are very similar to last year's arrangements.**



**Western
Commerce
Bank**

**Western Commerce Bank
COMMERCIAL PREMIUM FINANCE AGREEMENT**

**501 N. Canal Street
P O Box 1957
Carlsbad, NM 88221-1957
Phone (800) 922-9028 Fax (575) 887-6694
http://www.gotopbs.com/wcb/
View your client's account status online**

Type of	Item 13.
<input checked="" type="checkbox"/>	COMMERCIAL
<input type="checkbox"/>	ADDTN'L PREMIUM

AGENT / BROKER (NAME AND BUSINESS ADDRESS) (00368959) OHA INSURANCE AGENCY 4000 Lincoln Blvd OKLAHOMA CITY, OK 73105 (855) 427-9537	BORROWER (NAME AND RESIDENCE OR BUSINESS ADDRESS) Mangum City Hospital Authority One Wickersham Drive Mangum, OK 73554 (580) 782-3353
PRODUCER CODE A10029	

PAYMENT SCHEDULE							
A	TOTAL PREMIUMS	NUMBER OF INSTALLMENTS	AMOUNT OF EACH INSTALLMENT	WHEN PAYMENTS ARE DUE			
	85,094.00	10	6,510.77	First Installment Due 5/21/2022	Installment Due Dates 21st (Monthly)		
B	DOWN PAYMENT	SCHEDULE OF POLICIES					
	21,461.00	Policy Prefix and Number	Policy Effective Date	Name of Insurance Carrier and Name of Managing General Agent	Type of Coverage	Gross Premium	
C	AMOUNT FINANCED	H003788	4/21/2022	C10038-MEDICAL PROTECTIVE CO [CX:10] [AU, PR]	PROF	12	61,533.00
	THE AMOUNT OF CREDIT PROVIDED ON YOUR BEHALF 63,633.00				Ernd. Taxes/Fees		0.00
D	FINANCE CHARGE	0310-8204	4/21/2022	C10278-ALLIED WORLD ASSURANCE G10340-PROACCESS LLC [CX:10] [SR]	D&O	12	18,811.00
	THE DOLLAR AMOUNT THE CREDIT WILL COST YOU 1,474.70				Ernd. Taxes/Fees		250.00
E	TOTAL OF PAYMENTS	0310-8205	4/21/2022	C10278-ALLIED WORLD ASSURANCE G10340-PROACCESS LLC [CX:10] [AU, SR]	EPL	12	4,500.00
	AMOUNT PAID AFTER MAKING ALL SCHEDULED PAYMENTS 65,107.70				Ernd. Taxes/Fees		0.00
F	A.P.R.	TOTAL PREMIUMS MUST AGREE WITH BOX "A" ABOVE >>>>					85,094.00
	THE COST OF YOUR CREDIT AS A YEARLY RATE 5.025 %						

Quote Number: 198937

TO THE BORROWER:

If you sign below, you acknowledge receipt of a copy of this Agreement and you agree to the provisions BOTH ON THE FIRST AND THE SECOND PAGE OF THIS AGREEMENT. You further agree that you are appointing LENDER your ATTORNEY-IN-FACT to cancel the policies as outlined in this agreement. You also authorize LENDER to release any account information pertaining to this premium finance agreement to Agency or any Party to this premium finance agreement as may be deemed necessary in the normal course of business.

IF FOR ANY REASON YOU DO NOT RECEIVE YOUR PAYMENT COUPONS OR INVOICE FOR INSTALLMENTS DUE, YOU MUST STILL MAKE YOUR PAYMENTS ON THE ABOVE DATE TO THE ABOVE ADDRESS.

SIGNATURE OF BORROWER(S) OR DULY AUTHORIZED AGENT OF BORROWER(S)

DATE

PRODUCERS WARRANTIES AND REPRESENTATIONS:

THE UNDERSIGNED WARRANTS AND GUARANTEES:

(1) The Borrower has received a copy of this Agreement, and the Required Federal Truth-In-Lending disclosures for Personal Lines Insurance, if applicable, (2) The policies hereon are in full force and effect and the information in the schedule of policies and the premiums are correct, (3) The Borrower has authorized this transaction and recognizes the security interest assigned herein, (4) To hold in trust for LENDER any payments made or credited to the Borrower through or to the undersigned, directly, indirectly, actually or constructively by any of the insurance companies and to pay the monies to LENDER upon demand to satisfy the then outstanding indebtedness of the Borrower and that any lien the undersigned now has or hereafter may acquire on any returned premium arising out of the above listed insurance policies is subordinated to LENDER's lien or security interest therein, (5) There are no exceptions to the policies other than those indicated and the policies comply with LENDER's eligibility requirements. (6) NO AUDIT OR REPORTING FORM POLICIES, POLICIES SUBJECT TO RETROSPECTIVE RATING OR TO MINIMUM EARNED PREMIUMS ARE INCLUDED EXCEPT AS INDICATED AND THAT THE DEPOSIT OR PROVISIONAL PREMIUMS ARE NOT LESS THAN THE ANTICIPATED PREMIUMS TO BE EARNED FOR THE FULL TERM OF THE POLICIES, IF POLICY IS SUBJECT TO A MINIMUM EARNED PREMIUM IT IS _____. (7) The policies can be cancelled by the Borrower or the company on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated. (8) The undersigned represents that a proceeding in bankruptcy, receivership or insolvency has not been instituted by or against the named Borrower or if the named Borrower is the subject of such a proceeding, it is noted on this Agreement in the space in which the Borrower's name and address is placed. (9) Entering into this insurance premium finance agreement is not a condition of the purchase of any insurance policy.

SIGNATURE OF AGENT OR BROKER

DATE

Q# 198937, PRN: 050322, CFG: IN-HOUSE QUOTING, RT: PRIME, DD: N/A, BM: Invoice, P/F: 0.00 Qtd For: A10029 Original

INPUT1 - PFAWCBV01(03/06)

PROVISIONS OF YOUR SECURITY AGREEMENT

Item 13.

1. **PROMISE OF REPAYMENT:** The Borrower requests LENDER to pay the premiums on the policies shown on the reverse. The Borrower will pay to LENDER at its office the amount stated in Block E above, according to the Payment Schedule shown on the reverse, subject to the terms of this Security Agreement.
2. **SECURITY INTEREST:** The Borrower assigns to LENDER as security for the total amount payable in this Agreement any and all unearned premiums and dividends which may become payable under the insurance policies and loss payments which reduce the unearned premiums, subject to any mortgagee or loss payee interests. The Borrower gives to LENDER a security interest in all items mentioned in this paragraph.
3. **DEFAULT CHARGES:** Borrower agrees to pay LENDER a delinquency charge for any past due installment, an NSF charge for any returned check and a cancellation charge, all as defined and permitted by applicable state law. Lender also has the right to require certified funds for future installment payments in the event of a returned check or cancellation.
4. **FINANCE CHARGE:** The finance charge, shown in Box "D" on the front side of this Agreement, begins to accrue on the earliest policy effective date and continues until all funds are paid in full.
5. **THIS AGREEMENT BECOMES A CONTRACT:** This Agreement becomes a binding contract when LENDER mails a written acceptance to the borrower.
6. **WARRANTY OF ACCURACY:** The borrower warrants to LENDER that the insurance policies listed in the above schedule have been issued to the borrower and are in full force and effect and that the borrower has not assigned any interest in the policies except for the interest of mortgagees and loss payees.
7. **REPRESENTATION OF SOLVENCY:** The Borrower represents that it is not insolvent or presently the subject of any insolvency proceeding.
8. **CANCELLATION:** LENDER may cancel the insurance policies and the unpaid balances due to LENDER shall be immediately payable by the Borrower if any of the following occur: (a) The Borrower does not pay any installment according to the terms of this Agreement; (b) The Borrower does not comply with any of the terms of this Agreement; (c) The Borrower or the insurer voluntarily or involuntarily becomes the subject of a bankruptcy, receivership or any other kind of insolvency proceeding; (d) If the Borrower is a business and stops doing business or ceases to be qualified to do business. LENDER at its option may enforce payment of this debt without recourse to the security given to LENDER.
9. **POWER OF ATTORNEY - LIMIT OF LIABILITY:** The Borrower irrevocably appoints LENDER its Attorney-in-Fact with full authority to cancel the insurance policies, receive all sums assigned to LENDER or in which it has granted LENDER a security interest and LENDER may execute and deliver on the Borrower's behalf all documents, instruments of payment, forms and notices of any kind relating to the insurance policies in furtherance of this Agreement. LENDER's liability to any person or corporation on the exercise of its authority to cancel the insurance policies is limited to the amount of the principle balance, except if LENDER willfully fails to mail the notices required by law. When LENDER effects cancellation in accordance with state law, the Borrower will be responsible for attorney's fees and other costs in any unsuccessful action filed as a result thereof to the extent permitted by applicable state law.
10. **MONEY RECEIVED AFTER NOTICE OF CANCELLATION:** Any payments made to LENDER after LENDER's Notice of Cancellation of the insurance policies has been mailed may be credited to the Borrower's account without affecting the acceleration of this Agreement and without any liability or obligation on LENDER's part to request the reinstatement of the cancelled policies. Any money LENDER receives from an insurance company shall be credited to the amount due LENDER with any surplus being paid over to whomever is entitled to the money. No refund of less than \$1.00 shall be made. If there is a balance due after LENDER receives the unearned premiums, dividends or loss payments from the insurance company then the Borrower will pay the balance to LENDER with interest at the rate shown on this Agreement.
11. **PREPAYMENT:** Borrower has the right to prepay the entire outstanding balance in full at any time before the due date of the final installment. Upon prepayment in full, or upon cancellation and full payment to LENDER, Borrower will be entitled to receive a refund of the Finance Charge to be computed by the Rule of 78's ("Sum of the Years Digits") method, or the actuarial method, as required or permitted by the applicable law. If cancellation occurs, the Borrower agrees to pay a Finance Charge on the balance due at the rate on the reverse side of this Agreement until it is paid in full, or until such other date as is required by applicable state law. Borrower agrees to pay LENDER reasonable attorney's fees and collections costs under the terms and conditions hereof and to the extent and amount permitted by applicable state law.
12. **INSURANCE AGENT OR BROKER:** The insurance agent or broker named on this Agreement is the Borrower's agent, not LENDER's and LENDER is not legally bound by anything the agent or broker represents to the Borrower, orally or in writing.
13. **SPECIAL INSURANCE POLICIES:** If the insurance policy issued to the Borrower is auditable or is a reporting form policy or subject to retrospective rating, then the Borrower promises to pay the insurance company the earned premium computed in accordance with the policy provisions which is in excess of the amount of premium advanced by LENDER which the insurance company retains.
14. **SUCCESSORS AND ASSIGNS:** All legal rights given to LENDER shall benefit LENDER's assigns. The Borrower will not assign the policies without LENDER's written consent except for the interest of mortgagees and loss payees.
15. **MISSING AND INCORRECT INFORMATION:** If the policy has not been issued at the time of signing this Agreement, then the Borrower agrees the name of the insurance company, and the policy numbers of the insurance policies may be left blank and may be subsequently inserted in this Agreement. In addition, Borrower authorizes LENDER or the agent or broker to correct on this Agreement at any time, if incorrect, the name of the insurance companies, the policy numbers and the installment due dates. LENDER will notify the Borrower of the corrected and/or inserted information on its written notice of acceptance.
16. **ADDITIONAL PREMIUMS:** The money paid by LENDER is only for the premium as determined at the time the insurance policy is issued. LENDER's payment shall not be applied by the insurance company to pay for any additional premiums owed by the insured as a result of any type of misclassification of this risk. The Borrower agrees to pay the company any additional premiums which become due for any reason. LENDER may assign to the company any rights it has against the Borrower for premiums due the company in excess of the premiums returned to LENDER.
17. **AGENT'S WARRANTIES:** To convince LENDER to enter this Agreement and accept the security underlying this Agreement, the person executing this Agreement, if not the Borrower, warrants severally and as the duly authorized agent of the Borrower: that he is the duly authorized agent of the Borrower appointed specifically to enter into this transaction on the Borrower's behalf; that he can perform any act the Borrower could or should perform with respect to this transaction; that he will hold in trust for LENDER any payments made or credit to the Borrower through the undersigned or to the undersigned, directly, indirectly, actually or constructively, by any of the insurance companies and that he will pay the monies to LENDER upon demand to satisfy the then outstanding indebtedness of the Borrower.
18. **ASSIGNMENT:** All of LENDER's rights under this Agreement shall inure to its successors and assigns. This Agreement may not be assigned by the Borrower except as provided for in this Agreement.
19. **DOCUMENT AND GOVERNING LAW:** This document is the entire Agreement between LENDER and the Borrower and can only be changed in writing and signed by both parties. The laws of the state of Borrower's residence as set forth above will govern this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be impaired.
20. **COSTS OF COLLECTION AND ATTORNEYS' FEES:** I agree to pay you all reasonable costs you incur to collect this debt or realize on any security. This includes, unless prohibited by law, reasonable attorneys' fees. This provision also shall apply if I file a petition or any other claim for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against me by another.

Initials/Date
(optional)

Hospital Vendor Contract Summary Sheet

1. Existing Vendor New Vendor
2. **Name of Contract: Addendum to 340B Contract Pharmacy Services Agreement**
3. **Contract Parties: MRMC and Mangum Drug Co.**
4. **Contract Type Services: 340B Prescription transaction reporting methodology**
5. **Impacted Hospital Departments: Pharmacy/Finance**
6. **Contract Summary: As new manufacturers or medications are added to the 340B program, no prescription transactions may be billed retroactively more than 30 (thirty) days from when such a change occurs. The pharmacy will allow the covered entity to electronically share non-HIPAA data to Second Sight Solutions in order to be compliant with manufacturer requirements for designating more than one contract pharmacy.**
7. **Cost: N/A**
8. **Prior Cost: N/A**
9. **Term:**
10. **Termination Clause:**
11. **Other:**

Addendum to 340B Contract Pharmacy Services Agreement

This Addendum (this "Addendum") is to the 340B Contract Pharmacy Services Agreement (the "Agreement") by and between Mangum Regional Medical Center ("Covered Entity") and Mangum Drug, Co. ("Contracted Pharmacy"). Through this Addendum the parties mutually desire to modify certain aspects of the Agreement.

The Effective Date of this Addendum shall be May 1, 2022 ("Addendum Effective Date").

The parties agree to modify the Agreement as follows:

1. As new manufacturers or medications are added to the 340B program, no prescription transactions may be billed retroactively more than 30 (thirty) days from when such a change in manufacturer or medication(s) occurs.
2. The Contracted Pharmacy will allow the Covered Entity to electronically share non-HIPAA, de-identified prescription claim data provided by a 340B third party administration (i.e., PharmaForce) to Second Sight Solutions in order to be compliant with manufacturer requirements for designating more than one contract pharmacy.

All other provisions of the Agreement will remain in full force and effect.

The undersigned have executed this Addendum to be effective as of the Addendum Effective Date.

Mangum Regional Medical Center

Mangum Drug, Co.

By: _____

By: Katherine Murray

Name: _____

Name: Katherine Murray

Title: _____

Title: CEO/owner

Date: _____

Date: 5/10/2022

Hospital Vendor Contract Summary Sheet

1. Existing Vendor New Vendor
2. **Name of Contract: Addendum to 340B Contract Pharmacy Services Agreement**
3. **Contract Parties: MRMC and Puckett's Discount Drug**
4. **Contract Type Services: 340B Prescription transaction reporting methodology**
5. **Impacted Hospital Departments: Pharmacy/Finance**
6. **Contract Summary: As new manufacturers or medications are added to the 340B program, no prescription transactions may be billed retroactively more than 30 (thirty) days from when such a change occurs. The pharmacy will allow the covered entity to electronically share non-HIPAA data to Second Sight Solutions in order to be compliant with manufacturer requirements for designating more than one contract pharmacy.**
7. **Cost: N/A**
8. **Prior Cost: N/A**
9. **Term:**
10. **Termination Clause:**
11. **Other:**

Addendum to 340B Contract Pharmacy Services Agreement

This Addendum (this "Addendum") is to the 340B Contract Pharmacy Services Agreement (the "Agreement") by and between Mangum Regional Medical Center ("Covered Entity") and Puckett Discount Drug ("Contracted Pharmacy"). Through this Addendum the parties mutually desire to modify certain aspects of the Agreement.

The Effective Date of this Addendum shall be May 1, 2022 ("Addendum Effective Date").

The parties agree to modify the Agreement as follows:

1. As new manufacturers or medications are added to the 340B program, no prescription transactions may be billed retroactively more than 30 (thirty) days from when such a change in manufacturer or medication(s) occurs.
2. The Contracted Pharmacy will allow the Covered Entity to electronically share non-HIPAA, de-identified prescription claim data provided by a 340B third party administration (i.e., PharmaForce) to Second Sight Solutions in order to be compliant with manufacturer requirements for designating more than one contract pharmacy.

All other provisions of the Agreement will remain in full force and effect.

The undersigned have executed this Addendum to be effective as of the Addendum Effective Date.

Mangum Regional Medical Center

Puckett Discount Drug

By: _____

By: Craig Puckett

Name: _____

Name: CRAIG PUCKETT

Title: _____

Title: President

Date: _____

Date: 5-9-22

Hospital Vendor Contract Summary Sheet

1. Existing Vendor New Vendor
2. **Name of Contract: Veterans Affairs Community Care Amendment**
3. **Contract Parties: UHC and MCHA dba MRMC**
4. **Contract Type Services: Reimbursements**
5. **Impacted Hospital Departments: Rev Ops and Finance**
6. **Contract Summary: KBH has completed our review of the VACCN Amendment for Mangum Family Clinic. The only carve-outs are Chronic Care Management, Telehealth Services, Virtual Communication, Flu/Pneumonia Services which pay at 100% of CMS and Influenza Administration Services pay at \$20.50/unit.**
7. **Cost: N/A**
8. **Prior Cost: N/A**
9. **Term:**
10. **Termination Clause:**
11. **Other:**

AMENDMENT TO PARTICIPATION AGREEMENT FOR VETERANS AFFAIRS COMMUNITY CARE PROGRAM

UnitedHealthcare Insurance Company, contracting on behalf of itself, UnitedHealthcare of Oklahoma, Inc. and other entities that are United's Affiliates (collectively, "United") and Mangum City Hospital Authority dba Mangum Family Clinic ("Provider") are parties to a Participation Agreement (the "Agreement") under which Provider participates in United's network of participating providers.

This amendment to the Agreement (the "**Amendment**") is effective the first day of the first calendar month that begins at least 30 days after the date beneath the parties' signature below (the "**Amendment Effective Date**").

RECITALS

- A. Optum Public Sector Solutions, Inc. ("Optum") is a United Affiliate.
- B. Optum, in response to solicitation number VA791-16-R-0086, submitted a bid to the United States Government to provide a Community Care Network ("VA CCN") for the Department of Veterans Affairs (the "VA") on a self-funded basis for the provision of health and administrative services to Enrolled Eligible Veterans (as defined below). In response to Optum's bid, Optum was awarded a Prime Contract by the VA for VA CCN Region 3 (the "Prime Contract").
- C. United wants to make Provider's services available to Enrolled Eligible Veterans, and Provider wishes to provide those services, under the terms and conditions set forth in this Amendment.

The parties to this Amendment agree to the following:

ARTICLE I. DEFINITIONS

The following terms when used in this Amendment have the meanings set forth below. Capitalized terms in this Amendment but not defined in this Amendment will have the meaning set forth in the Agreement. If there is a conflict between the terms of the Agreement and this Amendment concerning the VA CCN, the term set forth in this Amendment will govern for the VA CCN.

- 1.1 Approved Referral.** An Approved Referral constitutes an authorized service under the VA CCN Requirements (as defined below). Approved Referrals will support a specific plan of care as it relates to a specified number or visits and/or services approved for the individual Enrolled Eligible Veteran over a specified period of time not to exceed one (1) year.
- 1.2 Enrolled Eligible Veteran.** A person who is enrolled in VA's patient enrollment system established and operated under 38 U.S.C. Section 1705, and is eligible to receive care in the community as determined by the VA.
- 1.3 Clean Claim.** A Clean Claim means a claim for payment for Contracted Services that contains all the required data elements necessary for adjudication, without requesting supplemental information from the submitter, as required by the VA CCN Requirements.
- 1.4 Contracted Services.** Covered Services that are within Provider's scope of practice and provided to an Enrolled Eligible Veteran pursuant to VA CCN Requirements in effect at the time

services are rendered and compensated in accordance with this Amendment and VA CCN Requirements.

- 1.5 Covered Services.** The health care services and supplies that are covered under the VA CCN as described in 38 CFR 17.38 and for which Provider has received an Approved Referral or Prior Authorization.
- 1.6 Days.** All days referenced in this Amendment and its Exhibits or in the Provider Manual are calendar days unless otherwise noted.
- 1.7 Emergent Care.** Medical care required within twenty-four (24) hours or less essential to evaluate and stabilize conditions of an emergent need that if not provided may result in unacceptable morbidity/pain if there is significant delay in the evaluation or treatment.
- 1.8 Emergent Healthcare Need.** Conditions of one's health that may result in the loss of life, limb, vision, or result in unacceptable morbidity/pain when there is significant delay in evaluation or treatment.
- 1.9 Standardized Episode of Care.** A set of clinically related healthcare services for a specific unique illness or medical condition (diagnosis and/or procedure) provided by an authorized provider during a defined authorized period of time not to exceed one (1) year.
- 1.10 Provider.** A facility, ancillary provider, physician, physician organization, other health care professional, supplier, or other entity engaged in the delivery of health care services which is licensed and/or certified as required under applicable law, and which has been duly credentialed by United or its designee and is subject to an effective written Amendment directly with United, or indirectly through another entity (such as another provider), to provide Covered Services to Eligible Veterans.
- 1.11 Provider Manual.** The VA Community Care Network Provider Manual (the "Provider Manual") is added to Table 1 in the Additional Manuals Appendix of the Agreement, and will be an "Additional Manual," as that term is defined in the Additional Manuals Appendix. It will include manuals and handbooks provided by the VA or United for use by Providers. The Provider Manual will be updated from time to time, and United may implement changes to the Provider Manual without Provider's consent if the change is applicable to all or substantially all providers of the same type offering similar services in United's VA CCN. Such changes will be communicated to providers through amendments, updates at vacommunitycare.com or its successor, provider newsletters, bulletins or supplemental manuals or handbooks. If a change to the Provider Manual is material, United will use reasonable commercial efforts to inform Provider via written or electronic notice thirty (30) days in advance of the material change, unless a shorter period is necessary to meet United's obligations to the VA.
- 1.12 Prior Authorization.** A required process through which VA reviews and approves certain medical services to ensure the medical necessity and appropriateness of care prior to services being rendered within a specified timeframe from a non-VA provider or additional resources in the community. This type of process requires Prior Authorization to be obtained "prior to" the specified service.
- 1.13 Provider Professional.** The physicians, practitioners, and allied health professionals who have been accepted by United to provide Contracted Services to Enrolled Eligible Veteran.

- 1.14 Reimbursement Rate.** The payment made to Provider for Covered Services provided to an Enrolled Eligible Veteran as set forth in the Payment Appendix to this Amendment. The Reimbursement Rate is calculated in accordance with the VA CCN Requirements. In no event will the Reimbursement Rate exceed the maximum allowed by the VA CCN Requirements.
- 1.15 State.** The state or states in which Provider is to provide Covered Services under this Amendment.
- 1.16 United VA CCN Policies.** The policies, procedures and programs utilized by United for VA CCN and applicable to Provider in effect at the time services are rendered to an Enrolled Eligible Veteran, including, without limitation, the Provider Manual, credentialing and quality management and improvement programs, fraud detection and recovery procedures, eligibility verification, payment and coding guidelines, anti-discrimination requirements, utilization management, case management and disease management plans and programs, grievance and appeal procedures, consultation report policy and procedure, and provider dispute and/or administrative review processes. The United VA CCN Policies are documented and may be modified from time to time through revisions, supplements, modifications or amendments, and Provider may be made aware of those modifications through written or electronic notice via modification notices, amendments, provider newsletters, updates at vacommunitycare.com or its successor, bulletins or supplemental releases.
- 1.17 VA CCN Requirements.** VA CCN Requirements shall mean laws, regulations, and requirements applicable to VA CCN, as may be amended, including but not limited to Title 38, United States Code, Chapter 81, Title 38 Code of Federal Regulations, Chapter 1, Part 17, the Prime Contract, and the United VA CCN Policies.
- 1.18 VA Benefit Plan.** Benefit Plans sponsored, issued, or administered by the VA for veterans enrolled in the patient enrollment system established and operated by the VA under 38 U.S.C. Section 1705.

ARTICLE II. PROVIDER OBLIGATIONS

- 2.1 Provision of Services.** Provider will render Contracted Services to Enrolled and Eligible Veterans, in accordance with the terms and conditions of this Amendment, including all VA CCN Requirements. Provider shall be solely responsible for the quality of Contracted Services rendered by Provider to Enrolled Eligible Veterans. In the event Provider or Provider Professional is uncertain as to whether a service is a Covered Service, the Provider or Provider Professional shall contact the VA, as directed in the Provider Manual and vacommunitycare.com or its successor to obtain a coverage determination prior to rendering services, except in an Emergent Healthcare Need.
- 2.2 Provider Education.** Provider shall participate in, and shall require all Provider Professionals to participate in, the VA CCN education efforts described in the Provider Manual.
- 2.3 Credentialing of Provider Professionals.** Provider shall ensure that each Provider Professional submits to United, or its designee, a credentialing application which meets the requirements of United, to the extent they are subject to credentialing. The credentialing application must be approved by United or its designee prior to any performance taking place by such Provider or Provider Professional under this Amendment.
- 2.4 Office Availability/Access.** Provider shall maintain such offices, equipment, patient service personnel and allied health personnel as may be necessary to provide Contracted Services. Provider shall provide Contracted Services under this Amendment at Provider's offices during

normal business hours, and shall be available, or obtain coverage referenced in Section 2.5, to Enrolled Eligible Veterans by telephone twenty-four (24) hours a day, seven (7) days a week for consultation on medical concerns. Further, Provider shall be available, or obtain coverage referenced in Section 2.5, to provide Contracted Services on an Emergent Care basis twenty-four (24) hours a day, seven (7) days a week.

- 2.5 Coverage.** Provider shall arrange for coverage, in the event of Provider Professional's illness, vacation or other absence from his or her practice, and shall ensure that such coverage is by a Provider. Provider shall ensure that the covering professional abides by the terms of this Amendment.
- 2.6 Notice of Adverse Action.** Provider shall provide written notice to United within five (5) calendar days of the occurrence of any of the following:
- a) Any action taken to restrict, suspend or revoke Provider's or a Provider Professional's license or authorization to provide Contracted Services;
 - b) Any suit or arbitration action brought by a patient against Provider or a Provider Professional for malpractice. In addition, Provider shall send United a summary of the final disposition of such action;
 - c) Any misdemeanor conviction or felony information or indictment naming Provider or a Provider Professional. In addition, Provider shall send United a summary of the final disposition thereof;
 - d) Any disciplinary proceeding or action naming Provider or a Provider Professional before an administrative agency in any state. In addition, Provider shall send United a summary of the final disposition thereof;
 - e) Any cancellation or material modification of the professional liability insurance required to be carried by Provider or a Provider Professional under the terms of this Amendment;
 - f) Any action taken to restrict, suspend or revoke Provider's or a Provider Professional's participation in Medicare, Medicaid or CHAMPUS, VA CCN or any succeeding program. In addition, Provider shall send United a summary of the final disposition thereof;
 - g) Any material Enrolled Eligible Veteran complaints against Provider or a Provider Professional; or
 - h) Any other event or situation that could materially affect Provider's ability to carry out Provider's duties and obligations under this Amendment.
- 2.7 Non-Discrimination.** Provider shall not discriminate against any Enrolled Eligible Veteran in the provision of Contracted Services hereunder, whether on the basis of the Enrolled Eligible Veteran's coverage under the VA CCN age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, source of payment, utilization of medical or mental health services, equipment, pharmaceuticals or supplies, or other unlawful basis including, without limitation, the filing by such Enrolled Eligible Veteran of any complaint, grievance or legal action against Provider or United. Provider will make reasonable accommodations for Enrolled Eligible Veteran with disabilities or handicaps, in accordance with all applicable law, including but not limited to, providing such auxiliary aides and services to

Enrolled Eligible Veterans at the Provider's expense as are reasonable, necessary and appropriate for the proper rendering of Contracted Services.

2.8 Clinical Quality Monitoring Plan. Provider will comply with all provisions of the clinical quality monitoring plan, including the provision of medical records and other documentation, and those provisions of VA CCN Requirements that state Provider will cooperate fully with a designated utilization and clinical quality monitoring organization, will agree to follow all quality assurance, utilization management, and patient referral procedures established under VA CCN Requirements, will make available medical records or other pertinent records to designated Veteran's Administration utilization management or quality monitoring contractors, and will authorize the release of information as required by United for such quality assurance and utilization management activities. Provider further authorizes United to release all review data obtained through medical record and other document audits required by the VA or any peer reviewer.

2.9 Prior Authorization. All services other than Emergent Care require a Prior Authorization from the VA. If a Prior Authorization from the VA is not obtained in accordance with VA CCN Requirements, Provider's payment will not be reimbursed and Provider shall not bill the Enrolled Eligible Veteran. Prior Authorization is not a guarantee of payment; payment determinations are made after the claim is submitted for payment, based on the factors set forth in this Amendment and the Provider Manual.

The preferred method of submitting Prior Authorization requests is in electronic format. If Provider has the capability to submit EDI 278 transactions, Provider will submit Prior Authorization requests via Direct Messaging, eHealth Exchange secure online file exchange, secure email, secure fax, or telephone.

2.10 Referrals. All services require an Approved Referral from the VA. The provision of services must be limited to what is set forth in the Approved Referral, which is only valid for the services, time and treatment period specified. Services not included in the Approved Referral and any applicable extension of time and treatment period must be requested by the Provider as a new Approved Referral request.

Where an Enrolled Eligible Veteran self-presents for Emergent Care to an in-network emergency department without an Approved Referral, Provider must both notify the VA and request retroactive Approved Referral from the VA within seventy-two (72) hours of the Enrolled Eligible Veteran self-presenting to the in-network emergency department.

2.11 Medical Documentation. The Provider must deliver, directly to the VA or the referring provider, medical documentation in a secure electronic format or otherwise as defined in the Provider Manual, and include, at a minimum, the data elements described in the Provider Manual.

2.12 Quality Management and Improvement Program. Provider will participate in, cooperate with and comply with all quality management and improvement program requirements and all decisions rendered by United in connection with the quality management and improvement program. Provider also will provide, within ten (10) days of receipt of written or electronic notice, all medical records, review data and other information as may be required or requested under the quality management and improvement program. Records required or requested by United under the quality management and improvement program for VA CCN are not subject to reimbursement by United.

2.13 Professional Liability Insurance.

- a. This a non- personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Provider are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, a Provider's professional medical judgment, diagnosis, or specific medical treatments. Each Provider shall be liable for his or her liability-producing acts or omissions. The Provider shall maintain during the term of this Amendment, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \$1,000,000 per occurrence; \$3,000,000 aggregate. However, if the Provider is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this Amendment shall be fulfilled by incorporating the provisions of the applicable State law.
- b. Provider's liability insurance shall be of the types and in the amounts set forth in paragraph (a), and may be of the types and amounts as specified by applicable state law. In lieu of purchasing the required insurance coverage, Provider may self-insure its medical malpractice and/or professional liability, as well as its commercial general liability coverage.
- c. Unskilled or non-clinical Providers, e.g. Tai Chi instructors, massage therapists, etc. are only required to maintain insurance coverage consistent with the types and limits commonly necessary for their scope of practice, as determined by United and the VA.
- d. Provider will, upon request, furnish evidence to United of its insurability, as required in this section, or the provisions of State law as to self-insurance, or limitations on liability or insurance. Provider shall also provide Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Provider gives written notice to United.
- e. The Provider will notify United if it changes insurance providers during the term this Amendment. The notification shall provide evidence that the Provider will meet all the requirements of this section, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.
- f. If Provider uses the self-insurance option described in this Section, Provider will provide to United, prior to Effective Date, a statement verified by an independent auditor or actuary that its reserve funding levels and process of funding appears to be adequate to meet the requirements of this section and fairly represents the financial condition of the fund. Provider will provide a similar statement during the term of this Amendment upon United's request, which will be made no more frequently than annually or as otherwise specified by the VA. Provider will ensure that its self-insurance fund complies with applicable laws and regulations.

2.14 Listing of Provider. United and its designees may list the name, address, telephone number and other factual information of Provider, in United's provider directory and/or informational materials provided to the VA or otherwise developed by United as third party administrator for the VA . In no event shall Provider market or advertise the VA CCN without the prior written

consent of United, except that Provider may make known the fact that it is a participating provider with United for the VA CCN.

- 2.15 Identification Number/Payment of Taxes.** Provider shall notify United in writing, thirty (30) days in advance, of any changes to Provider's federal tax identification numbers or national provider identification numbers.
- 2.16 Electronic Connectivity.** When made available by United, Provider will make reasonable commercial efforts to do business with United electronically. This includes, but is not limited to, checking eligibility status, claims status, and submitting requests for claims adjustments, referrals, prior authorizations, and claims submission, as well as for additional functionalities after United informs Provider that such functionalities have become available. Providers who do not do business with United electronically may be moved to the end of referral and provider directory search lists.

ARTICLE III. SUBMISSION, PROCESSING AND PAYMENT OF CLAIMS

- 3.1 Submission of Claims.** Provider shall, when possible, submit all claims electronically to United. Claims shall be submitted as complete, accurate Clean Claims in a format approved by United for Contracted Services rendered to an Enrolled Eligible Veteran.

Claims must be submitted within one hundred eighty (180) days after the date of service or date of discharge. Claims received by United beyond the timely filing periods specified in this section will be denied. Provider shall not seek or accept payment from the Enrolled Eligible Veteran in the event United, as a third party administrator for the VA, does not pay Provider for a claim not submitted in a timely manner. Additionally, electronic claims must comply with standardized electronic transactions and code sets as required pursuant to the Health Insurance Portability and Accountability Act ("HIPAA").

Provider will comply with VA CCN Requirements when billing and collecting and/or seeking administrative review of payment for Contracted Services rendered pursuant to this Amendment.

- 3.2 Reimbursement.** United, as a third party administrator for the VA, will pay claims for Contracted Services as further described in the applicable Payment Appendix to this Amendment, and in accordance with the VA CCN Requirements. Provider agrees to accept the Reimbursement Rates as payment in full for Covered Services. In no event will reimbursement for Covered Services exceed the maximum allowed by the VA CCN Requirements.
- 3.3 No Surcharges.** Provider shall not charge the Enrolled Eligible Veteran any fees or surcharges for Covered Services rendered pursuant to this Amendment, or any membership fee or other fee as a prerequisite for accepting an Enrolled Eligible Veteran as a patient. In addition, Provider shall not collect sales or use tax from Enrolled Eligible Veterans for the sale or delivery of Covered Services. If United receives notice of any additional charge, Provider shall fully cooperate with United to investigate such allegations, and shall promptly refund any payment deemed improper to the party who made the payment.
- 3.4 Enrolled Eligible Veteran Hold Harmless.** Provider acknowledges that Enrolled Eligible Veterans do not have financial responsibility for any Covered Services. Provider agrees that in no event, including, but not limited to, non-payment by United, as a third party administrator for the VA, the insolvency of United, or breach of this Amendment, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against Enrolled Eligible Veteran or persons other than VA or United, as a third party

administrator for the VA, for Covered Services. In no event may Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against an Enrolled Eligible Veteran for any services denied for failure of Provider to obtain an Approved Referral or any required Prior Authorizations from VA. Enrolled Eligible Veterans must always be held harmless in cases where the Provider fails to submit a claim in accordance with the VA CCN Requirements, delivers healthcare services outside of the validity period or outside the scope of the Approved Referral, or otherwise fails to comply with the VA CCN Requirements. This provision shall survive termination of this Amendment, regardless of the cause giving rise to termination. This provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Enrolled Eligible Veteran or persons acting on their behalf.

- 3.5 Other Health Insurance.** Provider shall adhere to the Other Health Insurance policies and procedures set forth in the VA CCN Requirements.
- 3.6 Third Party Recoveries.** If United, as a third party administrator for the VA, has compensated Provider for Covered Services, United retains the right to recover from applicable third parties responsible for payment for services rendered to an Enrolled Eligible Veteran and to retain all such recoveries. Provider will provide United with such information as United may require in order to pursue recoveries from such third party sources, and to promptly remit to United any monies Provider may receive from or with respect to such sources of recovery.
- 3.7 Correction of Claims Payments.** United, as a third party administrator for the VA, may recover from Provider amounts owed to United under this Amendment.

Where a claim is denied partially or in its entirety, Provider must file a written reconsideration request in accordance with the VA CCN Requirements within ninety (90) calendar days from the date of denial. Where a claim has not been denied partially or in its entirety, but the Provider believes the claim has been incorrectly paid, the Provider must seek correction of a given claim payment by giving written notice to United within twelve (12) months after the claim was initially processed.

Provider's failure to comply with the foregoing or any other VA CCN Requirements pertaining to timely filing, reconsideration requests or correction of claim payments will waive any right by Provider to subsequently seek such payment or correction of payment under this Amendment, or through dispute resolution or in any other forum.

United shall have the right, upon written or electronic notice to Provider, to offset overpayments and other amounts Provider owes United under this Amendment against future payments otherwise due to Provider.

- 3.8 VA CCN Contract Phase-Out.** Provider will use reasonable commercial efforts to submit all VA CCN claims within thirty (30) days from date of service or discharge during the phase-out period of United's VA CCN contract with the United States Government.

ARTICLE IV. TERM AND TERMINATION

- 4.1** This Amendment shall take effect on the Amendment Effective Date and shall continue until one of the following occurs:
- a) The parties mutually agree in writing to terminate this Amendment;

- b) Either party terminates the Amendment by providing one-hundred and eighty (180) days prior written notice to the other party;
- c) The Prime Contract expires or is terminated;
- d) A material breach of this Amendment by either party upon sixty (60) days written notice, except that such termination will not take effect if the breach is cured within forty-five (45) days after notice of breach.

4.2 Reimbursement of Services after Termination. United will not reimburse the Provider for any Covered Services provided to an Enrolled Eligible Veteran after this Amendment terminates.

4.3 Enrolled Eligible Veteran Notification. Provider shall notify any Enrolled Eligible Veteran seeking professional services from Provider after the date of termination of this Amendment that the Provider is no longer a participating provider with United for VA CCN. The parties agree to cooperate in good faith and without disparagement in connection with information supplied to Enrolled Eligible Veteran in connection with any termination of this Amendment.

ARTICLE V. MISCELLANEOUS PROVISIONS

5.1 Governing Law. This Amendment will be governed by and construed in accordance with VA CCN Requirements and the laws of the state(s) in which Provider renders Contracted Services (except where preempted by Federal law), and any other applicable law. The parties agree to comply with all applicable laws, rules and regulations regarding the performance of their obligations under this Amendment. United reserves the right to unilaterally amend, revise, or supplement this Amendment with written or electronic notice to Provider where necessary to maintain compliance with VA direction, the Prime Contract, and/or any applicable laws, rules, or regulations.

5.2 Supplemental Terms and Conditions. This Amendment is subject to the supplemental terms and conditions specified in Exhibit A.

5.3 Appendix 2 of the Agreement. With this Amendment, the VA Benefit Plan is added to Section 1 of Appendix 2 of the Agreement.

5.4 Conflict of Provisions. The Provider Manual controls in the event of any material conflict with this Amendment. Applicable statutes or regulations will control in the event of any material conflict with the terms of this Amendment or the Provider Manual.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective on the Effective Date.

Provider: Mangum City Hospital Authority dba Mangum Family Clinic	
Signature: _____	Street: 118 S Louis Tittle Ave
Print Name: _____	City: Mangum
Title: _____	State: OK Zip Code: 73554
Date: _____	Email: _____
Federal Tax Identification Number:	822087512
Name of Tax Identification Number Owner:	_____

UnitedHealthcare Insurance Company, on behalf of itself, UnitedHealthcare of Oklahoma, Inc. and its other affiliates

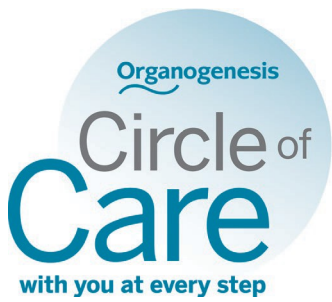
Signature: _____
Print Name: _____
Title: _____
Date: _____

List of Exhibits:

Exhibit A: Payment Appendix

Hospital Vendor Contract Summary Sheet

1. Existing Vendor New Vendor
2. **Name of Contract:** Loan of Equipment Agreement
3. **Contract Parties:** Organogenesis Inc.
4. **Contract Type Services:** Equipment Loan
5. **Impacted Hospital Departments:** Wound Care and Nursing
6. **Contract Summary:** Organogenesis agrees to loan the equipment (refrigerator) to the facility without charge. Facility shall use the equipment exclusively for the purpose of storing Organogenesis' commercial products (wound grafts). This is not a purchase agreement.
7. **Cost:** N/A
8. **Prior Cost:** N/A
9. **Term:** The term for this Agreement shall be one (1) year commencing on the Effective Date. The term shall thereafter automatically extend annually for successive one (1) year terms.
10. **Termination Clause:** Either Party may terminate this agreement at any time and with or without cause, by providing thirty (30) days advance written notice to the other Party. In addition, either Party may terminate this Agreement immediately upon delivery of written notice in the event of the other Party's material breach of any term of the Agreement.
11. **Other:** This refrigerator will be used to store specialty wound grafts for both inpatient and outpatient procedures.



Loan of Equipment Agreement

THIS LOAN OF EQUIPMENT AGREEMENT (this "Agreement") is made as of this _____ day of _____, 20____ (the "Effective Date") by and between ORGANOGENESIS INC., a Delaware corporation, with a business address of 85 Dan Road, Canton, MA 02021 ("Organogenesis"), and Mangum City Hospital DBA: Mangum Regional Medical Center, a Hospital with a business address of 1 Wickersham Drive, Mangum, OK 73554 ("Facility").

For Loan of Freezer ("Equipment"):

Ultra Low Temperature Freezer

Panasonic (Sanyo) MDFC8V1

Temperature Monitoring Device

Chart Recorder Data Logger – Ethernet

Freezer Serial Number: _____

For Loan of Refrigerator ("Equipment"):

Medical Refrigerator

Accucold FFAR-24L-MED-DT

Temperature Monitoring Device

TempAlert TM-CELL400-Z

Refrigerator Serial Number: _____

DELIVERY ADDRESS:

Account Name: Mangum Regional Medical Center Account Number: 210775
Address: 1 Wickersham Drive City, State, Zip: Mangum, OK 73554
Contact Person: Josey Kenmore Title: Materials Management Coordinator
Phone: 580-782-3353 X:231 Fax: _____ Email: jkenmore@mangumregional.org

BILLING ADDRESS:

Address: PO Box 280 City, State, Zip: Mangum, OK 73554
Contact Person: Melanie Wessinger Title: Accounts Payable
Phone: 580-782-3353 Fax: _____ Email: ap@mangumregional.org

WHEREAS, Organogenesis has determined that the loan of the above equipment, is necessary for proper long-term storage of certain of its cryopreserved products and certain human allograft tissue products including, but not limited to, Dermagraft® (cryopreserved human fibroblast- derived dermal substitute), NuCel®, Affinity®, and ReNu®. Facility and Organogenesis agree that this equipment will allow Organogenesis to provide expeditious, efficient, and effective delivery of its product to the Facility, ensuring the availability of these products to patients. Facility has requested the above equipment for appropriate storage, monitoring and maintenance of certain cryopreserved products and certain allograft tissue products. The Facility recognizes that the eligibility for borrowing the equipment is not tied to the Facility's past or future purchases or referrals of Organogenesis products.

NOW, THEREFORE, in consideration of the above recital and the mutual agreements set forth below, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

- 1. Purpose.** Organogenesis agrees to loan the equipment described above (the "Equipment") to the Facility without charge on the terms and conditions set forth in this Agreement, and Facility accepts the loan of the Equipment on such terms and conditions. Facility shall use the Equipment exclusively for the purpose of storing Organogenesis' commercial products: Dermagraft, NuCel, Affinity, and/or ReNu products) in accordance with Organogenesis' directions for storage. Other products Organogenesis offers for sale and which require storage using this Equipment may be added, but only as specified by a written notice from Organogenesis. Facility covenants and agrees not to use the Equipment for any other purpose, *including, but not limited to*, the storage or temperature control of any other products, devices, or items.
- 2. Term; Termination; Return of Equipment.** The term of this Agreement shall be one (1) year commencing on the Effective Date. The term shall thereafter automatically extend annually for successive one (1) year terms. Notwithstanding the foregoing, either Party may terminate this Agreement, at any time and with or without cause, by providing thirty (30) days' advance written notice to the other Party. In addition, either Party may terminate this Agreement immediately upon delivery of written notice in the event of the other Party's material breach of any term of this Agreement. Upon termination of this Agreement, Facility shall return the Equipment to Organogenesis at Organogenesis' cost, the Equipment shall be returned to Organogenesis in good working condition and in the condition in which Organogenesis loaned the Equipment to Facility, ordinary wear and tear excepted.
- 3. Not a Product Purchase Agreement.** This Agreement is not, and shall not be construed as, a purchase agreement or consignment agreement for Dermagraft, NuCel, Affinity, ReNu, and/or any other products sold by Organogenesis. All products whether referenced or not referenced in this Agreement are separately purchased products for which the Facility has taken title and assumed ownership and responsibility. Any requests relating to return or credit for a purchased Organogenesis product shall be made in accordance with the Organogenesis Inc.'s Purchase, Return Goods, and Cancellation Policy for that respective product.
- 4. Organogenesis's Responsibilities.** Organogenesis shall:
 - a. Deliver the Equipment to Facility's site;
 - b. Offer training for Facility's personnel on the appropriate storage of Dermagraft, NuCel, Affinity, ReNu, and/or any other products Organogenesis offers for sale;
 - c. Make available to Facility any operating manual and other guidance provided by the Equipment manufacturer relating to the operation, maintenance, and servicing of the Equipment; and
 - d. Not be responsible for (i) the proper storage (using the Equipment or otherwise) of product purchased by Facility from Organogenesis, or (ii) any issues relating to inventory management, stock rotation, monitoring of inventory, removal of expired products, or the retrieval or return of any unused products.

5. Facility's General Responsibilities. Facility shall:

- a. Be responsible for the proper storage (using the Equipment or otherwise) of product purchased by Facility from Organogenesis;
- b. Be responsible for all issues relating to inventory management, stock rotation, inventory monitoring, removal of expired products, and retrieval and/or return of any unused products purchased by Facility from Organogenesis;
- c. Be responsible for the proper usage of all products purchased by Facility from Organogenesis;
- d. Ensure that the Equipment is installed, maintained, and used only by appropriately skilled and trained personnel;
- e. Only install the Equipment at Facility's site described in this Agreement and not move or relocate the Equipment to any other location;
- f. Notify Organogenesis of the specific location within Facility's site where the Equipment will be installed and also in the event of any relocation of the Equipment at that site;
- g. Follow all operating, safety, calibration, maintenance and service guidelines recommended by the Equipment manufacturer, including using the Equipment only for the purpose for which it was designed and in accordance with this Agreement;
- h. Keep the Equipment in its possession and control and ensuring that the Equipment is secure against loss, damage and theft;
- i. Notify Organogenesis in writing within ten (10) days of receipt of the Equipment of the Equipment's serial number;
- j. Ensure that any identification marks or labels on the Equipment are not removed, defaced, amended, or obscured, including those identifying the Equipment as belonging to Organogenesis;
- k. Ensure that the Equipment is not used for any purpose other than as expressly permitted by this Agreement;
- l. Follow all operating, safety, and other guidelines recommended by the Equipment manufacturer, including using the Equipment only for the purpose for which it was designed and in accordance with this Agreement;
- m. Comply with all laws, rules, and regulations relating to the Equipment, storage of the product within the Equipment, and the Equipment's use;
- n. Notify Organogenesis immediately of any Equipment malfunction or other issue that could compromise the integrity, quality, safety, or usability of any product sold by Organogenesis;
- o. Maintain, monitor, and update, at least daily, a chart tracking the quantity of product sold and/or distributed by Organogenesis that is stored in the Equipment and provide copies of that chart to Organogenesis upon request from time to time;
- p. Permit Organogenesis to inspect the Equipment and temperature monitoring device upon demand to ensure that the use thereof is consistent with this Agreement, and
- q. Certify in writing upon request and otherwise not less than annually that Facility's use of the Equipment is in compliance with this Agreement.

6. Equipment Calibration and Maintenance. Facility agrees to manage and perform, only using appropriately skilled and trained personnel, all Equipment calibration, maintenance, and service according to the Equipment manufacturer's recommendations and in accordance with applicable federal and state laws, rules, regulations, and guidelines or standards that govern the Facility.

- 7. Equipment Repair.** Facility shall notify Organogenesis immediately if the Equipment requires any repair. Organogenesis must authorize all Equipment repairs in advance. Authorized repairs shall be performed only by qualified technical personnel as authorized by Organogenesis. Except in the case of willful or negligent damage or repairs otherwise required due to any breach of Facility's obligations in this Agreement, the Equipment will be repaired or replaced at Organogenesis' sole expense.
- Subject to the above conditions, any product stored within the Equipment that requires repair shall be replaced at Organogenesis' sole expense.
- 8. Risk of Loss.** Organogenesis shall bear all risk of loss and damage for the Equipment until it has been delivered to Facility's site described on Page 1 of this Agreement. Thereafter, Facility shall bear all risk of loss and damage for the Equipment until such time as it shall have returned the Equipment to Organogenesis. Facility also bears all risk of loss and damage for any product that Facility chooses to store in the Equipment.
- 9. Insurance.** Facility shall provide a certificate of insurance to Organogenesis evidencing insurance for all risks of physical loss or damage to the Equipment with a carrier and in amounts reasonably acceptable to Organogenesis. Organogenesis shall be named as an additional insured and a loss payee with respect to the Equipment, and any modification of coverage shall require ten (10) days' written notice to Organogenesis.
- 10. No Assignment or Liens.** Facility shall not dispose of the Equipment, assign any rights or possession of the Equipment under this Agreement, or loan the Equipment to any third party. Facility shall, at all times, keep the Equipment free and clear of all taxes, liens, encumbrances, and security interests. Any and all costs, expenses (including all court costs and attorneys' fees), damages, judgements, fines, or other amounts paid or incurred by Organogenesis in procuring the release or discharge of any such taxes, liens, encumbrances, or security interests shall be reimbursed on demand by Facility to Organogenesis as an additional part of Facility's obligations hereunder.
- 11. Property of Organogenesis; Filings.** **The Equipment and all replacements and additions thereto shall remain the sole property of Organogenesis. The Equipment shall at all times be and remain personal property and shall not in any manner be permanently affixed or attached to any land or building so that it becomes a fixture under applicable real estate law. Organogenesis shall retain all rights attendant to and associated with the ownership of the Equipment, including, without limitation, the right to depreciate the Equipment for tax, accounting, and all other purposes.** Facility (a) acknowledges that Organogenesis may file financing statements and other notifications of its ownership of the Equipment with such government offices and agencies as Organogenesis deems necessary or appropriate, (b) authorizes Organogenesis to make such filings, and (c) agrees to promptly sign such filings and take such further actions in connection therewith as Organogenesis may request. The Equipment shall be subject to inspection, from time to time, by Organogenesis and any of its directors, officers, employees, or agents, at times chosen by Organogenesis, during the ordinary business hours of Facility.
- 12. No Warranties.** The Equipment is being provided "As Is" with no warranties whatsoever, and Facility assumes all risk arising from and relating to the use of the Equipment. ORGANOGENESIS MAKES AND PROVIDES NO WARRANTIES WITH RESPECT TO THE EQUIPMENT OR OTHERWISE RELATING TO THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING BY CUSTOM, TRADE USAGE, OR COURSE OF DEALING, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ORGANOGENESIS HEREBY DISCLAIMS ANY AND ALL WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BYLAW.
- 13. Limitation of Liability.**
- a) ORGANOGENESIS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THE EQUIPMENT OR THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT

LIABILITY, OR OTHERWISE, EVEN IF ORGANOGENESIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- b) THE AGGREGATE LIABILITY OF ORGANOGENESIS FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE FROM ANY CAUSE WHATSOEVER RELATING TO OR ARISING UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE LESSER OF (I) FIVE HUNDRED DOLLARS (\$500.00) OR (II) THE PURCHASE PRICE OF THE EQUIPMENT.

14. Relationship of Parties. The relationship of Organogenesis and Facility established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to: (a) give either Party the power to direct and control the day-to-day activities of the other; (b) constitute the Parties as partners, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking; or (c) allow Facility to create or assume any obligation on behalf of Organogenesis for any purpose whatsoever.

15. Notices. Facility shall notify Organogenesis via telephone to Organogenesis' Customer Service Center in La Jolla, CA at (888) 432-5232 option 1. Written notifications to Organogenesis shall be sent to:

Customer Service
Organogenesis Inc.
65 Dan Road
Canton, MA, 02021
Fax: (781) 401-1049
Email: Freezers@organo.com

16. Miscellaneous. This Agreement is the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all other representations, understandings, discussions, offers, and/or agreements between the Parties relating in any way to the subject matter hereof. No waiver of or amendment to this Agreement will be effective unless set forth in writing and signed by Facility and Organogenesis. In particular, all different, conflicting, and additional terms in any current or future purchase order or other writing or communication from Facility are excluded and shall be of no force or effect with respect to this Agreement. This Agreement shall be governed by and construed under the substantive laws of the Commonwealth of Massachusetts, U.S.A. without regard to its conflict of laws provisions. The provisions in Sections 2, 8, and 10 through 16 of this Agreement shall survive any termination of this Agreement. This Agreement may be executed in two counterparts, each of which shall be an original and together which shall constitute one and the same instrument. This Agreement may be executed by facsimile signature or electronic exchanges of documents bearing a scanned signature, and a facsimile, scanned image, or copy of a signature is valid as an original.

[Signature page follows]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives, as of the Effective Date.

Mangum Regional Medical Center
FACILITY NAME: _____

ORGANOGENESIS INC.:

Signed By: _____

Signed By: _____

Name: _____

Name: Gary Gillheeney Jr.

Title: _____

Title: Vice President, Customer Experience

Date: _____

Date: _____

Hospital Vendor Contract Summary Sheet

1. Existing Vendor New Vendor
2. **Name of Contract: Blue Plan 65 Select Network Addendum**
3. **Contract Parties: MCHA DBA MRMC and BCBS of Oklahoma**
4. **Contract Type Services: Reimbursement agreement**
5. **Impacted Hospital Departments: Rev Ops and Finance**

Contract Summary: This is a Medicare Supplement plan and members must utilize in-network providers to receive benefits (except for emergency services). Reimbursement is not less than 90% of CMS for IP and 100% of CMS for OP. Hospital agrees to accept the lesser of Hospital's charges or the Plans maximum reimbursement.

6. **Cost: N/A**
7. **Prior Cost: N/A**
8. **Term: One Year**
9. **Termination Clause:**
10. **Other:**



**Blue Plan65 Select Network Addendum to the
Blue Traditional Network Participating Hospital Agreement**

This Blue Plan65 Select Network Addendum (“Blue Plan65 Select Addendum”) to the Blue Traditional Network Participating Hospital Agreement (“Agreement”) is made and entered into by and between Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association, (“The Plan”), and the undersigned (“Hospital”). This Blue Plan65 Select Addendum includes and incorporates all applicable terms and conditions of the Agreement currently in effect between Hospital and The Plan.

As of the date executed, this Blue Plan65 Select Addendum includes the following:

- Blue Plan65 Select Network Addendum for Hospitals

The undersigned hereby agree to the terms and conditions contained in this Blue Plan65 Select Addendum. This Blue Plan65 Select Addendum shall be effective beginning on the first day of the month following execution by The Plan.

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
VICE PRESIDENT HEALTH CARE DELIVERY
PROVIDER NETWORK OPERATIONS

Title of Signatory

Title of Signatory

Date Signed

Date Signed

Notwithstanding the terms of the Agreement, with respect to Blue Plan65 Select Members only, the following terms shall apply:

ARTICLE I – DEFINITIONS

- 1.0 Blue Plan65 Select Member: Any person described in *Applicability of Agreement* in Article IX of the Agreement whose designated network is Blue Plan65 Select.
- 1.1 Blue Plan65 Select Network: Includes all Blue Plan65 Select Participating Providers under an agreement with The Plan to render Covered Services to Blue Plan65 Select Members.
- 1.2 Blue Plan65 Select Participating Provider: A hospital, other health facility, physician, health care professional or other provider of medical services, equipment or supplies, under an agreement with The Plan to render Covered Services to Blue Plan65 Select Members.

ARTICLE II – AGREEMENTS OF HOSPITAL

- 2.0 Accept Reimbursement: Hospital agrees to accept as payment in full the lesser of Hospital's charges for Covered Services or The Plan's Maximum Reimbursement Allowance set forth in Article IV of this Blue Plan65 Select Addendum. Hospital agrees to bill Member only for Hospital Services not covered by Medicare or the Blue Plan65 Select Benefit Agreement. Hospital shall not bill or attempt to collect from Member for Hospital Services denied as not Medically Necessary or Experimental/Investigational/Unproven in accordance with Article VI of the Agreement and Article V of this Blue Plan65 Select Addendum unless Hospital has obtained a Written Waiver from the Blue Plan65 Select Member prior to rendering services. Hospital shall refund to Blue Plan65 Select Member any amounts which may have been collected from the Blue Plan65 Select Member in excess of the Blue Plan65 Select Member's responsibility as shown on The Plan's Explanation of Claims Submission when issued.
- 2.1 Blue Plan65 Select Members: Hospital agrees to extend all Covered Services, including all services listed on Exhibit B to the Agreement, to Blue Plan65 Select Members in accordance with the applicable terms and conditions of the Agreement currently in effect between Hospital and The Plan.
- 2.2 Preauthorization: Once a Blue Plan65 Select Member exhausts his/her benefits under Medicare, Hospital agrees to obtain Preauthorization for such Member as outlined in Article VI of the Agreement and Article V of this Blue Plan65 Select Addendum.

ARTICLE III – AGREEMENTS OF THE PLAN

- 3.0 Reimbursement: The Plan agrees to reimburse Hospital in accordance with the reimbursement provisions set forth in Article IV of this Blue Plan65 Select Addendum for Covered Services provided to the Blue Plan65 Select Member as of the effective date of this Blue Plan65 Select Addendum. This reimbursement shall be applicable to all services arranged, provided and billed by Hospital. The Plan shall deduct any copayments, deductible and coinsurance amounts required by the applicable Benefit Agreement from payment due Hospital.

ARTICLE IV – REIMBURSEMENT

- 4.0 Applicability of Reimbursement: The lesser of Hospital's charges for Covered Services or The Plan's Maximum Reimbursement Allowance herein shall be paid for Covered Services provided to Blue Plan65 Select Members. Hospital agrees to hold such individuals harmless from any sums in excess of the Maximum Reimbursement Allowance.

4.1 Maximum Reimbursement Allowances: Maximum Reimbursement Allowances for Covered Services provided to Blue Plan65 Select Members shall be determined as follows:

4.1.0 Inpatient Reimbursement:

- (a) Services Covered By Medicare: For services provided to the Blue Plan65 Select Member that are covered by Medicare, for which the Blue Plan65 Select Member has Medicare benefits, Hospital will accept as total reimbursement the Medicare allowable reimbursement less the Blue Plan65 Select Member's copayment, coinsurance and deductible amounts, but not less than ninety percent (90%) of the total Medicare allowable reimbursement for each Blue Plan65 Select Member admission. If Medicare pays an amount that is less than ninety percent (90%) of the Medicare allowable, then The Plan agrees to pay an amount necessary to bring the total reimbursement up to ninety percent (90%) of the Medicare allowable.
- (b) After Medicare Benefits Exhausted: For services provided to the Blue Plan65 Select Member that are considered to be covered by Medicare, and for which the Blue Plan65 Select Member has exhausted his/her Medicare benefits, Hospital will accept from The Plan the amount that Medicare would have allowed for such services if the Blue Plan65 Select Member had Medicare benefits remaining.
- (c) Services Not Covered By Medicare or The Plan: For services provided to the Blue Plan65 Select Member that are not covered either by Medicare or by the Blue Plan65 Select Member's Blue Plan65 Select Benefit Agreement, and benefits are exhausted, Hospital may collect charges for such services directly from the Blue Plan65 Select Member.

4.1.1 Outpatient Reimbursement:

- (a) Services Covered By Medicare: For services provided to the Blue Plan65 Select Member that are covered by Medicare, for which the Blue Plan65 Select Member has Medicare benefits, Hospital will accept Medicare's allowed reimbursement as full reimbursement. Amounts allowed by Medicare for services that are ordinarily the responsibility of the Blue Plan65 Select Member will be paid by The Plan, up to the limits of the Member's Blue Plan65 Select Benefit Agreement.
- (b) Services Not Covered By Medicare or The Plan: For services provided to the Blue Plan65 Select Member that are not covered either by Medicare or by the Blue Plan65 Select Member's Benefit Agreement, and benefits are exhausted, Hospital may collect charges for such services directly from the Blue Plan65 Select Member.

4.2 Professional Reimbursement: Professional Services shall be billed on a CMS 1500 and subsequent revisions as appropriate and will be based on the Medicare Part B allowable charge. Medicare Part B copayment, coinsurance and deductible amounts which would ordinarily be owed by the Blue Plan65 Select Member will be paid directly to Hospital by The Plan on behalf of the Blue Plan65 Select Member.

4.3 Terminated Procedures: When Medicare benefits are exhausted and a Covered Service is terminated after a patient has been prepared for surgery (including sedation when provided) and taken to the room where the procedure is to be performed, but before the induction of anesthesia, The Plan will pay fifty percent (50%) of the charges for Covered Services. When a Covered Service procedure is terminated after the induction of anesthesia or after the procedure was started (incision made, intubation started, scope inserted), The Plan will pay one hundred percent (100%) of the amount that Medicare would have allowed for such services if the Blue Plan65 Select Member had Medicare benefits remaining.

ARTICLE V – UTILIZATION MANAGEMENT

When the Blue Plan65 Select Member has exhausted his/her benefits under Medicare, it is the responsibility of Hospital to ensure The Plan is contacted and Preauthorization is obtained or verified according to the requirements set forth in Article VI of the Agreement, and follow the process set forth in the Agreement. To the extent practical, Hospital should contact The Plan at least five (5) days in advance of the Member's Medicare benefits exhausting. In addition, the following section shall apply:

5.0 Sanctions for Failure to Preauthorize:

- 5.0.0 Services That Are Not Medically Necessary: If the services are not Medically Necessary or Experimental/Investigational/Unproven, payment will be denied. The denied amounts may not be collected from the Blue Plan65 Select Member or any other Member as defined in the Agreement, unless a Written Waiver has been executed.
- 5.0.1 Services That Are Medically Necessary: If the services are Medically Necessary, the amount due to Hospital will be reduced by five hundred dollars (\$500.00). This five hundred dollar (\$500.00) sanction may not be collected from the Blue Plan65 Select Member or any other Member as defined in the Agreement.
- 5.0.2 Failure to Comply: Repeated failure to comply with The Plan's Preauthorization requirements may be considered cause for Hospital's termination from the Blue Plan65 Select Network.

ARTICLE VI – TERM AND TERMINATION

- 6.0 Term and Termination: This Blue Plan65 Select Addendum shall be effective as stated on the cover page of this Blue Plan65 Select Addendum, and shall continue until the earlier of (1) termination of all agreements between Hospital and The Plan or (2) termination of only this Blue Plan65 Select Addendum in accordance with the termination provisions of the Agreement.

Refer to cover page for effective date and signatures.

Hospital Vendor Contract Summary Sheet

1. Existing Vendor New Vendor
2. **Name of Contract: Aramark Service Agreement**
3. **Contract Parties: Aramark and MCHA dba MRMC**
4. **Contract Type Services: Linens, cleaning supplies, hand sanitizers**
5. **Impacted Hospital Departments: All**
6. **Contract Summary: \$2,000 per week savings with equal quality linens and supplies**
7. **Cost: \$2,444.29**
8. **Prior Cost: \$4,000**
9. **Term: 36 Months**
10. **Termination Clause: Price increases due to inflation that are rejected by customer, MRMC, can trigger termination.**
11. **Other:**



SERVICE AGREEMENT

Customer #: 30000929

Use only for current customers

Customer's Service Location (for multiple locations, see attached list)

Customer's Billing Address (if different)

CUSTOMER NAME: Magnum Hospital	CUSTOMER NAME:
ADDRESS: 1 Wicker st	ADDRESS:
CITY / STATE / ZIP: Magnum OK 73554	CITY / STATE / ZIP:

GARMENTS AND SERVICES ORDERED

No. of Wearers	MERCHANDISE (More lines available on page 3)	NUMBER OF ITEMS PER WEARER*	RATE (per item)**	EASYCARE RATE (per item)	FREQUENCY	REPLACEMENT CHARGE (per item)

ALLIED MERCHANDISE AND SERVICES ORDERED

MERCHANDISE (More lines available on page 3)	QUANTITY*	RATE (per item)	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (per item)
See attached						

*Represents total allocated units, including items at Customer's location(s) and items in the process of being laundered.
**There will be an extra charge reflected on your invoice for any non-standard sized garments.

ADDITIONAL CHARGES:

DESCRIPTION	RATE	DESCRIPTION	RATE
Service Charge	3% per Week	Company Emblem	N/A per Emblem
Preparation Charge	N/A per Garment	Other Emblem	N/A per Emblem
Bill Assure	55% per Week	Name Emblem	N/A per Emblem
Multi-day Stop Charge	N/A per Additional Stop	Other Charges/Services:	

Additional Terms/Charges: **36 month NO AUTO RENEWAL**

Aramark Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product (Merchandise) rental, lease and/or processing of customer-owned-goods program. Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and any addendums (which constitute our entire agreement), including increases in inventories or additions in Merchandise. A rental program will be provided unless otherwise specified. AUS will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees. Customer must notify AUS of an employee's termination and will promptly return Merchandise issued to that employee. All other Merchandise reductions may be made with the approval of AUS. Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for **36 month** consecutive months following the later of such date or the date Merchandise is first installed. This Agreement will automatically renew for consecutive like terms unless either party gives the other party written notice of termination at least 60 days before the end of the then current term by certified mail, return receipt requested. All rented or leased Merchandise is the property of AUS. Rented and leased Merchandise that is lost or ruined will be promptly paid for by Customer at the then current replacement charge; except for Merchandise ruined through normal wear, ruined Merchandise covered by EasyCare®, lost Merchandise covered by Inventory Maintenance and Merchandise covered by Bill Assure.

Terms and Conditions Continued on Next Page

TERMS AND CONDITIONS (continued)

If an "EasyCare®" charge is included, AUS will replace the corresponding Merchandise that is ruined without any additional ruin charge. Merchandise that is ruined as a result of intentional abuse is not covered by EasyCare® and Customer is still responsible for preparation, name and emblem charges. Either party may discontinue EasyCare® by providing written notice to the other party, in which case standard ruin charges will apply.

If an "Inventory Maintenance" charge is included, AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. Merchandise that is lost as a result of willful misconduct is not covered by Inventory Maintenance.

If a "Bill Assure" charge is included, AUS will replace rented or leased Merchandise that is lost or ruined without any additional loss or ruin charges. Merchandise that is lost or ruined as a result of willful misconduct or intentional abuse is not covered by Bill Assure and Customer is still responsible for preparation, name and emblem charges. Either party may discontinue Bill Assure at any time by providing written notice to the other party, in which case standard loss and ruin charges will apply.

Each year, on or after the beginning of the month in which the anniversary date of this Agreement occurs, AUS may increase the charges then in effect by the greater of the percentage change in the Consumer Price Index over the previous 12 months or 5%. In addition, charges may be further increased upon written notice (which may be by invoice or monthly statement). Customer may reject any such additional increase by notifying AUS in writing within 15 days of receiving notice of such increase. If Customer rejects an additional increase, AUS reserves the right to terminate this Agreement in whole or in part. In consideration of the sizeable investment AUS is making in Merchandise, Customer agrees that AUS may impose minimum per invoice recurring Merchandise charges equal to the greater of (a) \$25 or (b) 75% of the initial amount of such charges. AUS will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks.

For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law will be charged by AUS on all past due amounts. AUS may elect at any time to revoke credit privileges. Customer acknowledges that a signed invoice is not required for payment. Customer may be assessed a returned check fee of \$25.00. Customer is responsible for all sales and use taxes.

Service Guaranty: Customer may terminate this Agreement at a location for material deficiencies in service at such location by informing AUS in writing (by certified mail, return receipt requested) of the precise nature of the service deficiencies and allowing AUS at least 30 days to correct or begin to correct the deficiencies. If AUS has not corrected or begun to correct the deficiencies at the location, Customer may then terminate this Agreement at the location by giving AUS 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that AUS has not begun to correct. While AUS will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed to terminate this Agreement.

Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement. EasyCare®, Inventory Maintenance and Bill Assure do not cover lost or ruined Merchandise identified in connection with any termination or expiration of this Agreement. If Customer breaches this Agreement or terminates this Agreement early (except in accordance with the above Service Guaranty), in whole or in part, Customer agrees to pay AUS liquidated damages (intended as a good faith pre-estimate of the actual damages AUS would incur and not as a penalty), equal to the greater of (a) 50% of the average weekly charges during the three months prior to termination multiplied by the number of weeks remaining in the current term, or (b) a buyback of all Merchandise in inventory at the then current replacement charge.

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

Name of Customer _____ Customer Phone Number _____
Name & Title of Customer Contact _____
By _____
Signature of Authorized Customer Representative _____ Date _____

Unless specified in writing in this Agreement, the Merchandise supplied is not flame resistant or resistant to hazardous substances and is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer agrees to indemnify, defend and hold AUS harmless from and against any loss, claim, expense, including attorney's fees, or liability incurred by AUS as a result of the use of the Merchandise in areas where contact with flames or hazardous substances is possible or where it is alleged that the Merchandise was not appropriate for the actual use. Customer will immediately notify AUS of any toxic or hazardous substance introduced onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by AUS or its employees as a result of the existence of such substances. AUS reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that AUS makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering. Customer is responsible for determining if additional safety measures are needed under specific conditions.

Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use, placement and securing of the Merchandise. Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and AUS disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights. In no event will AUS, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential (including lost revenue or profits), punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on an arbitration award may be entered in any court having jurisdiction. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees to pay all AUS's fees and costs involved in collection, including reasonable attorney's fees.

The performance of AUS's duties under this Agreement may be subject to circumstances beyond AUS's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. AUS's failure to perform under this Agreement because of such events will not be considered a breach.

If Customer sells or transfers its business (whether by asset sale, stock sale or otherwise), Customer agrees to require the new owner or operator to assume and become bound by this Agreement.

Customer confirms that, by signing this Agreement, Customer will not breach any existing contract and the person signing this Agreement is duly authorized to do so. The parties explicitly acknowledge and agree that this Agreement may be signed electronically and in counterparts and that a signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by an AUS General Manager.

Aramark Uniform Services, a division of ARAMARK Uniform & Career Apparel, LLC.

Maissa Young
AUS Representative Name & Title
Maissa Young
Signature - AUS Representative _____ Date _____
Signature - AUS General Manager _____ Date _____

Aramark Service Quote

Melissa Young
 Customer Service Manager
 806-678-7663

5/4/2022

Magnum Hospital 30000929

<u>Item Description</u>	<u>Unit Price</u>	<u>Usage</u>	<u>Proposed Cost</u>
BIO BAGS	\$ 0.01	65	\$ 0.65
TWIN SHEET	\$ 0.26	700	\$ 182.00
FITTED SHEET	\$ 0.30	200	\$ 60.00
PILLOW CASE	\$ 0.11	350	\$ 38.50
BATH BLANKET	\$ 0.45	300	\$ 135.00
BLANKET SPREAD	\$ 0.47	200	\$ 94.00
UNDER PAD BLEND	\$ 0.43	300	\$ 129.00
BLUE GURNEY SHEET	\$ 0.48	200	\$ 96.00
WASH CLOTH	\$ 0.04	735	\$ 29.40
PATIENT GOWN	\$ 0.14	200	\$ 28.00
LG BATH TOWEL	\$ 0.15	550	\$ 82.50
LAUNDRY CART	\$ 1.50	3	\$ 4.50
DUST HANDLE	\$ 0.10	2	\$ 0.20
MICRO MOP HANDLE	\$ 0.10	7	\$ 0.70
24' DUST MOP	\$ 0.50	18	\$ 9.07
MICRO MOP PAD	\$ 0.06	1180	\$ 70.80
MICRO FIBER BLUE	\$ 0.07	1000	\$ 67.00
MICRO FIBER GREEN	\$ 0.07	400	\$ 26.80
DURALIGHT MAT	\$ 1.70	2	\$ 3.40
WELLNESS MAT	\$ 1.70	5	\$ 8.50
WET MOP	\$ 0.50	14	\$ 7.00
TERRY TOWEL	\$ 0.04	250	\$ 10.00
BLACK APRON	\$ 0.10	60	\$ 6.00
GRILL PAD	\$ 0.08	50	\$ 4.00
36 INCH DUST MOP	\$ 0.28	20	\$ 5.60
WHITE MICRO FIBER TOWEL	\$ 0.04	100	\$ 4.00
3X5 SCRAPER	\$ 1.00	2	\$ 2.00
3X5 TRAFFIC MAT	\$ 0.64	2	\$ 1.28
4X6 TRAFFIC MAT	\$ 1.25	12	\$ 15.00
3X5 BLACK MAT	\$ 0.64	4	\$ 2.56
4X6 BLACK MAT	\$ 1.25	2	\$ 2.50
AIR FRESHENER	\$ 1.70	16	\$ 27.20
SOAP SERVICE	\$ 2.09	63	\$ 131.67
URINAL MAT	\$ 1.00	2	\$ 2.00
HAND SANITIZER	\$ 4.25	36	\$ 153.00
URINAL SCREEN	\$ 0.60	2	\$ 1.20
TRIFOLD TOWEL CASE	\$ 30.00	3	\$ 90.00
SERVICE CHARGE			\$ 45.93
			\$ -
BILL ASSURE			\$ 867.33
Invoice Amount			\$ 2,444.29

Total weekly for all services \$ 2,444.29

1	ME1A	Meter Equipment - C Series
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip
1	PTJ4	Multicarrier Sending App w HW or Meter
1	PTJ8	SPO-PitneyShip Mailing included w HW
1	PTJC	SPO-PitneyShip Individual
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH27	HZ02 65 LPM Speed
1	ZHC425	SendPro C425 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL

Your Payment Plan

Initial Term: 63 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
63	\$ 119.92	\$ 359.76

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Your Signature Below

This Lease Agreement ("Lease") is made part of and subject to the terms of the Supplier Services Agreement, Contract Number SV2610 ("SSA") between Vizient Supply, LLC and Pitney Bowes Inc., through its Sending Technology Solutions division, dated January 15, 2021, and the same is incorporated by reference. You agree to be bound by all the terms and conditions of the Lease, including those contained in the SSA. The Lease will be binding on Pitney Bowes Global Financial Services, LLC ("PBGFS") only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below. The Lease requires you either to provide proof of insurance or instead participate in the ValueMAX® equipment protection program (see Section 16 of the Pitney Bowes Terms, Exhibit C of the SSA) for an additional fee.

Not Applicable
State/Entity's Contract#

Lessee Signature
Print Name
Title
Date
Email Address

Pitney Bowes Signature
Print Name
Title
Date

Sales Information

Thomas Donaldsonvessels	thomas.donaldsonvessels@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

Hospital Vendor Contract Summary Sheet

1. Existing Vendor New Vendor
2. **Name of Contract:** eClinicalWorks
3. **Contract Parties:** Mangum Family Clinic & eClinicalWorks
4. **Contract Type Services:** EMR Services
5. **Impacted Hospital Departments:** Outpatient Services
6. **Contract Summary:** Provide Outpatient EMR services that potentially increases workflow for provider and report services.
7. **Cost:** Approximately \$788 Monthly with \$250 yearly surcharge
8. **Prior Cost:**
9. **Term:** Thirty-six (36 months)
10. **Termination Clause:** Upon expiration of the Initial Term, the Agreement shall automatically renew for successive one (1) year periods unless Customer or eClinicalWorks gives prior written notice of its intent to terminate the Agreement, at least sixty (60) days prior to the anniversary of the Effective Date.
11. **Other:** ECW provides an upgrade in outpatient documentation that will make the provider increasingly more efficient in time which equates to increased productivity. It also provides a report platform that will allow for more report choices for auditing and tracking.

eClinicalWorks

eClinicalWorks® SOFTWARE LICENSE AND SUPPORT AGREEMENT FOR CLOUD ELECTRONIC MEDICAL RECORDS AND PRACTICE MANAGEMENT

Customer Name: Mangum Family Clinic
Customer Address: 118 S. Louis Tittle
Mangum, OK 73554
Customer Tel/Fax: 918-510-4588
Contact Name: Craig Peter

Agreement prepared by: Rory Mallaghan/Chris Ellis

eClinicalWorks
2 Technology Drive
Westborough, MA 01581
Phone: 508-836-2700
Fax: 508-836-4466

Package:

Practice Details

Number Full Time Providers:	1	(work >2 days a week).
Number of Part Time Providers:	0	(work ≤ 2 days a week)
Total Named Providers:	1	
Number of Full Time Equivalents:	1	
Number of Locations:	1	
Customer must have a minimum of:	1.0 FTE for the initial term of the agreement.	

eClinicalWorks Packages

Key:

- ✓ Included
- Not included

Please select one option

Package	Option 1	Option 2 XX
	EMR & PM	EMR & PM Plus
eClinicalWorks Comprehensive EHR eClinicalWorks EMR: Front Office, Mid Office, Document Management, Referral Management, Meaningful Use or MIPS Dashboard, ePrescribing and Formulary Checking, Registry Reporting and EBO Viewer.	✓	✓
eClinicalWorks PM Practice Management (PM) Software Billing Implementation Service	✓	✓
Cloud	✓	✓
eClinicalWorks Virtual Assistant (EVA)	✓	✓
Patient Portal	✓	✓
eClinicalMobile (Smart phone App for IOS or Android)	✓	✓
eClinicalWorks P2P	✓	✓
eClinicalMessenger (per message fee below applies).	✓	✓
Services: all services to be done online		
Installation: 2 days		
Training: 5 days		
Data Migration: 1 free Data Migration**	✓	✓
Enterprise Business Optimizer 4 days		
24/7 Support & Maintenance included		
Unlimited Webinars & Videos included		
healow Telehealth Solutions Package (\$2 per healow TeleVisit and/or h2h encounter or \$50 for every 250 minute fee below applies). Includes healow TeleVisits, hello2healow (h2h), healow TeleVisit scheduling, healow TeleVisit progress notes, healow TeleVisit questionnaire and tracker integration on healow app for eClinicalWorks approved devices.	✓	✓
MIPS Quality Performance Category – Claims Data	✓	✓
Added Value Bundle MIPS Reporting and up to 4 hours of MIPS consultation eClinicalWorks Scribe for iPad, iPhones, Android and Window platform eClinicalTouch (iPad App for eClinicalWorks) Mobile speech recognition for iPad, iPhone & Android phones Kiosk Intelligent Medical Objects (IMO) Patient Education	-	✓
Pricing		
Monthly Fee per Full Time Equivalent (FTE)*	\$599	\$699 \$649

***Applicable for all packages above:**

Airfare is not included and will be billed separately for any onsite service.

Implementation service days/hours are to be used within ninety (90) days of go-live or within six (6) months of the Effective Date, whichever comes first. Any unused days will be forfeited beyond that timeframe. Any additional services will be for an additional fee. Fees above do not include the per message fee for eClinicalMessenger. This fee is based on volume. For the first 1 – 1000 messages per month \$0.15 per message and for additional 1000(+) messages per month \$0.10 per message.

Tax not included. Sales tax will be charged unless a sales tax exemption certificate is presented.

If Customer requires Electronic Prescribing of Controlled Substances (EPCS) then Customer must select an EPCS service in the optional section of this agreement.

Fees above do not include the fee for healow Telehealth Solutions Package. Telehealth Solutions Package fee is either \$2 per healow TeleVisit and h2h encounter or \$50 for the initial 250 minutes and an additional \$50 for every subsequent 250 minutes, whichever is less, invoiced monthly per practice. For example, once Customer reaches 251 minutes, the Customer will be automatically charged an additional \$50 for the next block of 250 minutes. Minutes will not be rolled over from month to month. Pricing for healow Telehealth Solution Package is available through end of 2021 and is subject to change thereafter.

Due to the Covid-19 pandemic, through December 2021, the healow telehealth solutions package will be capped at \$100 multiplied by the total number of Provider(s) per month. Through December 2021, eClinicalWorks will bill either the lower of the two pricing options listed above for the healow telehealth solution package or the total number of Providers multiplied \$100 per month, whichever is less.

**One free Data Migration valued at \$15,000 per Data Migration.

Optional Items

Clearinghouse Selection

Please select a Clearinghouse: Contracting and payer enrollment is required with the Clearinghouse selected. The partnered clearinghouse will invoice Customer directly for all clearinghouse services in accordance with clearinghouse invoicing schedule. Setup and Configuration of one Partner Clearinghouse included. Any future clearinghouse switch (to another partner) will have additional fees for re-configuration and setup.

Change Healthcare (formerly Emdeon)	\$79 per month per Named Provider. <ul style="list-style-type: none"> Unlimited Insurance Eligibility/IE (270/271), Unlimited Paper & Electronic Claims (837), Real-time Professional Claim Scrubbing, Unlimited Clearinghouse Claim Status Reports (277CA) and Unlimited Electronic Remittance Advice/ERA (835) 	___Accept
	Statements* <ul style="list-style-type: none"> \$0.658 single page, \$0.18 additional page(s), \$0.04 per page of backside printing with variable data (Duplex) 	___Accept
TriZetto	\$79 per month per Named Provider <ul style="list-style-type: none"> Unlimited Enhanced Insurance Eligibility/IE (270/271), Unlimited Paper & Electronic Claims (837), Real-time Claim Scrubbing, Unlimited Clearinghouse Claim Status Reports (277CA, 999), Standard Alerts, Unlimited Electronic Remittance Advice/ERA (835), Claim Status Inquiry (CSI) and Authorizations (278) 	X Accept
	\$129 per month per Named Provider Integrated Services <ul style="list-style-type: none"> Unlimited Enhanced Insurance Eligibility/IE (270/271), Unlimited Paper & Electronic Claims (837), Real-time Claim Scrubbing, Unlimited Clearinghouse Claim Status Reports (277CA, 999), Standard Alerts, Unlimited Electronic Remittance Advice/ERA (835), Claim Status Inquiry (CSI), Authorizations (278), Auto Appeals and Advanced Alerts Services from TriZetto paperResolve and Advanced Reimbursement Manager	___Accept
	Workers Comp Claims (Electronic Claims with PWK and manual attachments upload): <ul style="list-style-type: none"> \$0.85 per claim (includes all attachments) 	XX Accept
	Statements* <ul style="list-style-type: none"> \$0.73 single page, \$0.16 additional page(s), \$20.00 per month per practice minimum 	XX Accept
Waystar (formerly Navicare)	\$79 per month per Provider <ul style="list-style-type: none"> Unlimited Insurance Eligibility/IE (270/271), Unlimited Paper & Electronic Claims (837), Real-time Professional Claim Scrubbing (V11), Unlimited Clearinghouse Claim Status Reports (277CA) and Unlimited Electronic Remittance Advice/ERA (835) Dental Claim processing for Waystar is available through eSolutions (now Waystar) 	___Accept
	\$129 per month per Named Provider Integrated Services <ul style="list-style-type: none"> Unlimited Enhanced Insurance Eligibility/IE (270/271), Unlimited Paper & Electronic Claims (837), Real-time Claim Scrubbing, Real Time Clearinghouse Edits, Unlimited Clearinghouse Claim Status Reports (277CA, 999), Standard Alerts, Unlimited Electronic Remittance Advice/ERA (835), Claim Status Inquiry (CSI), Authorizations (278), Auto Appeals and Advanced Alerts Services from Waystar on their Portal <ul style="list-style-type: none"> Claim Monitoring, Patient Estimation and Advanced Propensity to Pay Not available for Customers that require dental claims.	___Accept
	Statements*: <ul style="list-style-type: none"> \$0.69 single page, \$0.16 additional page(s), \$10.00 monthly minimum per provider 	___Accept

Additional vendors are available for patient statement and workers comp claims. Please visit <https://www.eclinicalworks.com/about-us/partners/back-office/>

Fax

Please select a fax option:

<p>Analog Fax:</p> <ul style="list-style-type: none"> No additional charge from eClinicalWorks. Customer must have an analog fax line. Customer is responsible to procure peripherals devices such as fax servers as further described in hardware requirements. 	<p>___ Accept</p>
<p>Cloud Fax:</p> <ul style="list-style-type: none"> \$50 per month per line* <p>*Minimum \$50.00 per month per line covers up to 1000 pages per line. After that point every fax will be \$.04 per page. If customer cancels any fax services with eClinicalWorks, Customer understands and agrees that the fax number will no longer be available for Customer. One line may be either incoming and outgoing, outgoing only or incoming only. If Customer requests eClinicalWorks to port their existing number, then additional fees will apply and the existing carrier must allow number porting to eClinicalWorks.</p>	<p>XX Accept</p> <p>If accepted please indicate quantities: 1</p>

healow Open Access

Please indicate whether enrolling with healow Open Access:

<p>\$49 per Provider per month*</p> <p>healow Open Access - Online Appointment booking</p> <ul style="list-style-type: none"> eClinicalWorks will provide HTML code to the practice to add a link for Healow Open Access to be added onto the Customer website. Patients may book appointment online with the Customer's Providers that are using the eClinicalWorks EMR. Customer will have the ability to respond to incoming healow Open Access appointment requests within the eClinicalWorks EMR. <p>*Customer will be billed monthly for any Provider that has any appointment(s) requested or scheduled through healow Open Access in that month. If no appointments are requested or booked, then there is no charge for that Provider for that month.</p>	<p>___ Accept</p>
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EPCS Service*

Please indicate whether enrolling with EPCS Service:

<p>Package one: One-year subscription</p> <ul style="list-style-type: none"> \$250 per Named Provider per year One-year subscription to EPCS authentication service One hardware OTP token Identity proofing Optional phone binding for activation of a spare or replacement token Free shipping, and free replacement of a defective, lost, or stolen token 	<p>___ Accept</p>
<p>Package two:</p> <ul style="list-style-type: none"> \$275 per Named Provider per year All items in the one-year subscription package plus one spare hardware OTP token included 	<p>___ Accept</p>

*Subscription will auto-renew on an annual basis unless Customer cancels the subscription on the Exostar portal prior to auto-renewal.

Interfaces

The below interfaces are available for Customer upon request. Please indicate which interface is needed:

<p>Quest Interface** Cost: eClinicalWorks will invoice Quest Format: HL7 Interface: Laboratory orders outbound and laboratory results inbound</p>	<p>___ Accept</p>
<p>LabCorp Interface** Cost: eClinicalWorks will invoice LabCorp Format: HL7 Interface: Laboratory orders outbound and laboratory results inbound</p>	<p>___ Accept</p>
<p>Hospital Interoperability** Cost: Interoperability with one hospital included in Cloud Subscription EMR&PM Package and EMR&PM Plus package in this Agreement. Format: specifications listed on https://www.eclinicalworks.com/products-services/interoperability/clinical-integrations/ Interfaces include:</p> <ul style="list-style-type: none"> • 1 Laboratory orders outbound and laboratory results inbound interface • 1 Radiology orders outbound and radiology results inbound interface • 1 Departmental Reports inbound interface 	<p>___ Accept</p> <p>If accepted list Hospital name _____</p>
<p>CommonWell and/or Carequality**</p> <ul style="list-style-type: none"> • CCDA bidirectional through CommonWell and/or Carequality for participating hospitals. 	<p>___ Accept</p>

**In order to complete the Interface, Interface Vendor must be willing to dedicate the time and resources necessary to fulfill its obligations with respect to the interface. Customer acknowledges and agrees that eClinicalWorks cannot complete the interface without the necessary assistance and support from Interface Vendor. In addition, third-party software may be required for the Interface to operate effectively. This Agreement does not create or impose any responsibility or liability on eClinicalWorks with respect to the functionality of any third-party vendor software or otherwise with respect to any obligations of Interface Vendor or any third-party vendor. Customer also understands that the timeframe for completion of the interface is contingent upon both the availability of eClinicalWorks and Interface Vendor and scope of the interface. If Interface Vendor is unable or unwilling to support the interface based on eClinicalWorks specifications, then the interface request cannot be fulfilled and eClinicalWorks shall have no responsibility to Customer with respect to the interface or its completion. If the scope of the interface changes for any reason or for no reason, a separate statement of work will need to be executed between eClinicalWorks and Customer and additional pricing shall apply. Interfaces may not be substituted. Additional fees will apply if Customer requests different interfaces.

340B Reporting Package

Please indicate whether enrolling with this service:

<p>340B Reporting setup, configuration, mapping and validation</p> <ul style="list-style-type: none"> • Onetime Fee: \$2,500 per eClinicalWorks approved 340B Reporting Vendor* • eClinicalWorks and the vendor to mutually agree to the requirements* <p>List of Reporting Vendor(s):</p> <ul style="list-style-type: none"> • McKesson 	<p>___ Accept</p>
<p>Automatic SFTP process for 340B Reporting</p> <ul style="list-style-type: none"> • Ongoing Fee: \$100 per month per vendor/SFTP • Customer is responsible for providing SFTP details to eClinicalWorks and ensuring that the SFTP is up and running with enough disk space to ensure file delivery. • eClinicalWorks will deliver the data files to this SFTP as per the frequency per the mutually agreed upon requirements. • Customer will notify eClinicalWorks if the file delivery fails and eClinicalWorks will resend the file <p>Prerequisite: 340B Reporting option above must be selected in order for this to apply.</p>	<p>___ Accept</p>

*If Customer selects a 340B Reporting Vendor that is not approved by eClinicalWorks then onetime fee may be subject to change based upon scope of the setup, configuration, mapping and validation. Customer acknowledges and agrees that if eClinicalWorks and the 340B Reporting Vendor does not mutually agree on a format then the 340 B Reporting request cannot be fulfilled and eClinicalWorks shall have no responsibility to Customer with respect to the 340B Reporting setup. This Agreement does not create or impose any responsibility or liability on eClinicalWorks with respect to the functionality of any third-party vendor or otherwise with respect to any obligations of the 340B Reporting Vendor. Customer also understands that the timeframe for completion is contingent upon both the availability of eClinicalWorks and the 340B Reporting Vendor and scope of the project. If the scope changes for any reason or for no reason, a separate statement of work will need to be executed between eClinicalWorks and Customer and additional pricing shall apply.

Terms and Conditions

This Software License and Support Agreement (“Agreement”) is entered into and made effective as of the Effective Date by and between Customer and eClinicalWorks, LLC (“eClinicalWorks”). This Agreement must be executed within 30 days from May 19, 2022 to be valid. If this Agreement hasn’t been signed within 30 days of issuance, please contact Sales at eClinicalWorks for a new agreement.

1. Definitions

- a. “Confidential Information” means all technical, business, and other information of one party (the “Disclosing Party”) disclosed to or obtained by the other party (the “Receiving Party”) in connection with this Agreement (including the pricing, terms and conditions of this Agreement) whether prior to, on or after the date of this Agreement, that derives economic value, actual or potential, from not being generally known to others, including, without limitation, any technical or non-technical data, designs, methods, techniques, drawings, processes, products, inventions, improvements, methods or plans of operation, research and development, business plans and financial information of the Disclosing Party.
- b. “Data Migration” includes one migration of the following elements from one database before go live: facility, provider, insurance master, referring providers, staff, patient demographics, guarantor, patient insurances, appointments, scanned documents, allergies, current medication, current problem list, immunization, diagnosis/assessment, lab, family history, past medical history, social history and surgical history. Customer is responsible for providing the data. eClinicalWorks will assist in the process if required. If any of the data cannot be extracted by eClinicalWorks, the Customer is responsible for providing discrete data to eClinicalWorks in Microsoft® Excel® or CSV format and Progress Notes and scanned documents in the PDF format. Customer is responsible to maintain full copy of Customer’s original data that is provided to eClinicalWorks.
- c. “EBO Viewer” means the canned reports which are included with the Software.
- d. “eClinicalMessenger” is a messaging service that enhances communication between the doctor and the patient.
- e. “eClinicalMobile” means functionality available through smart phone: Checking schedules, reviewing telephone and web messages, e-prescribing, examining lab results, charge capture at the point of service.
- f. “eClinicalTouch” is an iPad app that combines the most-used features of the eClinicalWorks EMR.
- g. “eClinicalWorks P2P” allows the practice to send electronic referrals to other providers or send patient records with attachments (progress notes, lab results, medical summary, patient scanned documents), share patient demographics and securely communicate with other physicians across city, state and region.
- h. “eClinicalWorks Scribe” is functionality which converts unstructured text into structured progress notes.
- i. “eClinicalWorks Virtual Assistant” or “EVA” provides ability for end user to type in commands and retrieve responses. Full list of commands are available in the eClinicalWorks EVA help manual.
- j. “Effective Date” is the date of the last signature below.
- k. “Electronic Medical Records” or “EMR” includes Front Office, Mid Office and Document Management.
 - i. Front Office includes appointment scheduling, telephone triage, referral management, office messaging, workflow, patient management (demographics, insurance), document generation (letters creation and Microsoft Word Mail Merge and document scanning and archiving), and integrated scan.
 - ii. Mid Office includes S.O.A.P, prescription management, protocol alerts (immunization and Reminders and Lab Diagnostic Imaging reminders), Prescription Management, ACPOE (prescriptions, labs,

- diagnostics, imaging), Growth and clinical analysis Charts, E&M coding advisor, clinical analysis reports, super bill reports.
- iii. Document Management includes scan and archival of documents, lab reports, consult notes, referrals, all patient documents and HIPAA documents.
- l. “EMR Go-Live” occurs when at least one user from the customer engages in training or in one of the following activities within the Software: the creation of a patient or appointment, documentation on a progress note, generation of prescription, order entry, sending or receiving orders, scanning documents, sending or receiving faxes, generating referral requests, or generating letters to patients.
- m. “ePrescribing” includes electronic prescribing and formulary checking through Surescripts.
- n. “healow TeleVisits” are scheduled appointments through a platform for a secure two-way video visit between the patient and the provider, enabling remote patient access to clinical healthcare. Additional terms and conditions will apply.
- o. “hello2healow” or “h2h” means an ad hoc visit through a platform for a secure two-way video and/or audio visit between the patient and the provider, enabling remote patient access to clinical healthcare. Additional terms and conditions will apply.
- p. “Hosting” means the hosting service that will be provided by eClinicalWorks. The eClinicalWorks Hosting Addendum is attached hereto as Exhibit A.
- q. “Initial Term” begins upon the Effective Date and ends thirty-six (36 months) after the Effective Date.
- r. “Installation” is the service where the eClinicalWorks software is being installed on the hardware.
- s. “Intelligent Medical Objects¹” is a smart search for ICD-10² codes and is recommended for ICD10.
- t. “Interface Vendor” means a third party vendor that has software with which the eClinicalWorks Software interfaces.
- u. “IP Rights” means (i) rights in patents, patent applications and patentable subject matter, whether or not the subject of an application, (ii) rights in trademarks, service marks, trade names, trade dress and other designators of origin, registered or unregistered, (iii) rights in copyrightable subject matter or protectable designs, registered or unregistered, (iv) rights in software, databases and documentation, (v) trade secrets, (vi) rights in Internet domain names, uniform resource locators and e-mail addresses, (vii) rights in semiconductor topographies (mask works), registered or unregistered, (viii) know-how, and (ix) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise.
- v. “Kiosk” is an interactive, touchscreen driven self-check-in software application for patients. Hardware is not included.
- w. “Maintenance” includes maintaining and improving the functionality of the Software with periodic upgrades, and maintaining the functionality of the drug and billing-code databases (ICD-10 and CPT4) with period upgrades.
- x. “MIPS Dashboards” or “Merit-Based Incentive Payment System Dashboards” are dashboards that provide performance data for participating eligible clinicians (EC) for quality and Promoting Interoperability (PI) performance categories and displays the selected Improvement Activities as defined by Centers for Medicare & Medicaid Services (CMS) under Medicare Access and CHIP Reauthorization Act’s (MACRA) Quality Payment Program (QPP). The ECs need to follow the required workflow for the dashboards to display the numbers.

¹ IMO, INTELLIGENT MEDICAL OBJECTS, IMO ANYWHERE, and IPL are registered trademarks of Intelligent Medical Objects, Inc. All Rights Reserved.

² The World Health Organization is the copyright holder of ICD-10

- y. “MIPS Quality Performance Category – Claims Data Submission Mechanism” means Customer to submit Quality-Data Code (QDC) and Current Procedural Terminology (CPT³) codes via CMS-1500 or CMS-1450 claims forms (or electronic equivalent) on behalf of participating ECs to CMS. Customer needs to identify eligible cases and report necessary data to meet claims data submission mechanism criteria for given performance period using eClinicalWorks billing software functionality.
- z. “MIPS Reporting” means Customer can submit the MIPS data (quality, promoting interoperability (PI) and/or improvement activities (IA)) using the MIPS Submission tool provided by eClinicalWorks. Data is aggregated based on medical record information captured by Customer within eClinicalWorks EHR for purposes of meeting MIPS requirements. The list of measures supported by eClinicalWorks for these data submission mechanisms is available on my.eclinicalworks.com. CMS asks that all data for the given measure to be submitted accordingly. Customer agrees to comply with project milestones in order to meet reporting period deadlines as defined by CMS. If Customer is using eClinicalWorks for only a portion of the calendar year, then Customer is required to provide QRDA 1 file from the previous EHR vendor in order to generate full year reporting.
- aa. “Patient Portal” includes outbound communication (appointments reminders via email and health check review via email), lab results review online, appointment requests, web visits, refill requests from patients, patient medical history intake, patient statement downloads and patient demographic update (patient CCR for Personal Health Record or PHR)
- bb. “PM Go-Live” occurs when at least one user from the customer engages in training or in one of the following activities within the Software: the creation of a patient or appointment, sending claims, posting payments, generating , or generating reports.
- cc. “Practice Management” or “PM” means eClinicalWorks software that includes the charge capture (ICD and CPT), claims management, receivables management, patient statements, clearinghouse connectivity and financial analysis reports.
- dd. “Providers” mean those Physicians, Nurse Practitioners, Physician Assistants, Audiologists, Optometrists, Ophthalmologist, Opticians Therapists, Occupational Therapists, Physical Therapists, Music Therapist, Speech Therapists, Massage Therapists, Chiropractors, Anesthesiologists, Psychologists, Dentists, Hygienists, Licensed Social Workers, Midwife, Nutritionists, Dietitians, Counselors, Mental Health Practitioners, Neurophysiologists, Certified Registered Nurse Anesthetist (CRNA), care managers, care coordinators, Podiatrists and other individual that is employed by or under contract with Customer to provide services and/or bill within the medical field. The term Provider shall not include Customer personnel employed by or under contract with Customer as office managers, secretaries, or other administrative staff, or Nurses (other than those who provide services and/or bill), and (hereinafter referred to as “Customer Personnel”). For any category of Customer staff not identified above, eClinicalWorks and Customer shall agree in writing as to who is a Provider.
 - i. “Full Time Equivalent” or “FTE” is the measure which the package fee is calculated from and is based on the number of Full Time Providers and Part Time Providers.
 - ii. “Full Time Provider” means any provider that works more than 2 days a week is equal to 1.0 Full Time Equivalent Provider (FTE) each.
 - iii. “Part Time Provider” means any provider that works 2 days or less per week is equal to 0.5 Full Time Equivalent Providers (FTE). If the practice has only part time providers, then the first part time provider will be considered 1.0.
 - iv. “Named Providers” are all the Full Time Providers and Part Time Providers who will be issued a license on the software.
- ee. “Software” means the applications that Customer is contracting for under this Agreement.
- ff. “Subscription Fee” means the ongoing fee agreed to by Customer in the Package Summary section herein.
- gg. “Support” includes telephone and online support of the Software.
- hh. “Training” means the training done by an eClinicalWorks certified trainer.

³ CPT is a registered trademark of the American Medical Association

2. Payment Terms

- a. Ongoing fees: The first month payment is due within 30 days of the Effective Date. Future ongoing fees will begin upon EMR Go-Live and/or PM Go-Live and are due and payable monthly in advance via electronic funds transfer unless otherwise agreed to by eClinicalWorks in writing.
eClinicalWorks will waive the first month EMR/PM Package fees.
Future months to begin one month after EMR Go-Live and/or PM Go-Live
 - i. The fees for the Software and associated services are set forth in the Agreement. The Software may contain embedded controls limiting usage beyond what Customer is contracted for. The amounts payable shall be due and payable on the date specified in this Agreement or if not specified then within thirty (30) days of receipt of invoice therefore and payment must be made in U.S. Dollars. eClinicalWorks will assess Customer a late payment charge on any amount which remains unpaid thirty (30) days after it is due, computed at the rate of one and one-half percent (1½%) per month or the highest allowable by law, whichever is lower, on the unpaid amount for every month the amount remains unpaid. All payments will be made without setoff, counterclaim, recourse or other defense.
 - ii. Unless otherwise specified, eClinicalWorks may increase the ongoing fees provided Customer receives at least sixty (60) days prior written notice of such increase. In no event will the ongoing fees (i) increase more frequently than annually, and (ii) increase more than five percent (5%) over the previous year's fees.
- b. Onetime fees:
 - i. Payment due within thirty (30) days of the Effective Date.
- c. Transactional fees:
 - i. Payment is due within thirty (30) days of receipt of invoice.
- d. Taxes
 - i. Fees are exclusive of all taxes, including without limitation, sales, use, value-added or other taxes or levies on transactions made under this Agreement. Unless Customer provides a tax exemption certificate, Customer shall pay eClinicalWorks an amount equal to any tax eClinicalWorks is required to collect or pay upon the sale, license, or delivery of Software or the services to Customer by eClinicalWorks, exclusive of taxes imposed upon eClinicalWorks's net income.

3. General

- a. License. Subject to the terms and conditions of this Agreement, eClinicalWorks grants and Customer accepts a nonexclusive, nontransferable, revocable license for the Providers to access and use the functionality of the Software during the term of this Agreement. Additionally, eClinicalWorks grants Customer Personnel the right to access the Software during the term of this Agreement. Use of the Software and services by both Providers and Customer Personnel are subject to the terms of this Agreement. Customer shall be liable for any breach of this Agreement by its Providers and/or Customer Personnel.
- b. Customer Modifications and Enhancements. Customer may not make any modifications or enhancements to the Software without eClinicalWorks prior written consent.
- c. Proper Use of Software. The Customer acknowledges that the continued integrity of the Software and eClinicalWorks performance of its obligations described in this Agreement are dependent upon Customer's use of the Software in accordance with the documentation available to Customer and the terms and conditions of this Agreement. Customer may not attempt to sell, sublicense, lease, permit, rent or transfer in any way whatsoever the Software. Customer agrees that it will not, at any time, without the prior written consent of eClinicalWorks, duplicate, decompile, disassemble or reverse engineer any software included within the Software, including without limitation the applications, to develop functionally similar software or permit any

third party to do any of the foregoing. Customer agrees to not grant access to any third party or allow any third party to use the Software for any purpose without the prior written consent of eClinicalWorks.

- d. Ownership and Proprietary Rights. eClinicalWorks and/or its licensor(s) retain all right, title, and interest in and to Software and any updates, changes, derivative works, enhancements, and/or modifications thereto. This Agreement does not grant Customer any IP Rights in the Software or any of its components. As between eClinicalWorks and Customer, eClinicalWorks and/or its licensor(s) are, and will be, the owner of (inclusive of all IP Rights therein) (i) the services, (ii) the Software, (iii) any other templates, ideas, methodologies, designs, materials, or technology developed or provided by eClinicalWorks.
- e. Feedback. To the extent that Customer provides any comments, instructions, suggestions, information, and/or other feedback to eClinicalWorks regarding any Service and/or otherwise (collectively, "Feedback"), Customer hereby assigns to eClinicalWorks all right, title, and interest including, without limitation, all IP Rights, in and to such Feedback. All Feedback shall be considered the Confidential Information of eClinicalWorks.
- f. Indemnity. eClinicalWorks shall indemnify, defend, and hold Customer harmless from any third party claim or action against Customer to the extent that it is based on an allegation that the Software, when used in accordance with the Agreement and documentation, has infringed an intellectual property right or trade secret and pay those damages or costs related to the settlement of such action or finally awarded against Customer in such action, not including attorney's fees, provided that, (a) Customer promptly notifies eClinicalWorks of such action, (b) gives eClinicalWorks full authority, information and assistance to defend such claim, and (c) gives eClinicalWorks control of the defense of such claim. eClinicalWorks shall have no liability regarding any claim arising out of: (i) any use of any release of the Software other than the most current release made available to Customer; (ii) the combination, use or operation of the Software with any third-party software, data or equipment (except if such use is contemplated by the Documentation or otherwise authorized in writing by eClinicalWorks), if the infringement was caused by such combination, use or operation; (iii) any modification or derivation of the Software not specifically authorized in writing by eClinicalWorks.
- g. Ownership of Customer Data. All the patient demographics and medical records created by this Software will be solely owned by the Customer.
- h. Protected Health Information. Use and disclosure of protected health information ("PHI") as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") shall be subject to and in accordance with the terms of eClinicalWorks Business Associate Addendum, located in Exhibit B. eClinicalWorks and Customer agrees that this Agreement may be amended from time to time if necessary to comply with HIPAA. Customer shall be responsible for entering into any Business Associate Agreements with third parties (such as Interface Vendors) that may be necessary to permit eClinicalWorks to provide the services set forth herein.
- i. Customer Responsibilities. Customer is responsible for all hardware and network to be installed and set up properly with appropriate security controls prior to eClinicalWorks software installation. Customer is responsible for any delays due to network set up and will result in rescheduling of install and training date and travel arrangements. Customer will incur any expenses involved with having to reschedule install and training dates. Any training cancelled within two weeks of training will be charged \$750 per week for the affected weeks.
- j. Consent. Customer is responsible for obtaining all necessary patient consent to permit eClinicalWorks to provide services as agreed upon in this Agreement.
- k. Audit: If Customer utilizes the Software beyond what Customer is contracted for, Customer will be required to purchase the applicable licenses and may incur a 10% penalty on the fees. eClinicalWorks may conduct an audit at any time to review usage. All fees assessed due to irregularities found during the audit may be retroactive to the date of the first usage.
- l. Upon signing this Agreement, Customer acknowledges and agrees that certain products selected within this Agreement are subject to additional terms and conditions which can be found at: <https://www.eclinicalworks.com/oda-terms> and are hereby incorporated by reference.

4. Support Services

- a. eClinicalWorks shall provide 24x7 support.

Technical Assistance:	Availability	Contact Info
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Online portal	24 x 7	http://my.eclinicalworks.com
Call Center	8:00am to 8:00pm EST Mondays through Fridays excluding holidays	1-508-475-0450

eClinicalWorks is not responsible for issues (including any security issues) related to Customer's computer or electronic device or internal and external network or system.

- b. Customer will receive any available Upgrades, without additional fee as long as this Agreement is in effect.
- c. Customer is aware that eClinicalWorks may run and deploy, any and all upgrades and/or patches related to a security fix and/or patient safety issue that are available on eClinicalWorks Cloud.

5. Warranties and Disclaimers

- a. eClinicalWorks warrants that:
 - i. it will maintain the confidentiality of information regarding any physician or patient record;
 - ii. it either owns or has the right to license the Software hereunder. eClinicalWorks warrants that the services provided hereunder will be performed in a competent and workmanlike manner, which meets or exceeds industry standards.;
 - iii. eClinicalWorks warrants that the services provided hereunder will be performed in a competent and workmanlike manner, which meets or exceeds industry standards; and
 - iv. it will update the Software (including, but not limited to, content usage for drug database and drug interaction checks, E&M Coding Advisor) as necessary to ensure that the Software complies with applicable federal or state laws.
- b. Customer warrants that :
 - i. Customer, Providers, Customer Personnel and Customer's representatives will work with eClinicalWorks in a professional and reasonable manner during the term of this Agreement. Customer agrees to comply with all applicable laws when using the Software and services contracted for under this Agreement; and
 - ii. Customer shall not reduce the licenses below the minimum above without the written consent of eClinicalWorks.
- c. Exclusions. eClinicalWorks' warranties do not apply to any: (i) unauthorized combination of the Software with any third-party software, data or equipment; or (ii) unauthorized use, modification or derivation of the Software.
- d. Third Party Components. Customer acknowledges and agrees that the Software may contain or interface with third-party applications, software and/or materials and open source software (collectively, "Third-Party Software Components") and Customer will comply with any applicable end user license agreements ("Third-Party EULAs"). NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, ALL Third-Party Software Components ARE PROVIDED "AS IS," WITHOUT WARRANTIES OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED.
- e. DISCLAIMERS. OTHER THAN AS EXPRESSLY SET FORTH ABOVE, ECLINICALWORKS DOES NOT MAKE ANY OTHER express OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO CUSTOMER, ANY OF ITS AFFILIATES OR ANY OTHER PARTY WITH RESPECT TO THE SOFTWARE, APPLICATIONS, SERVICES, PRODUCTS, DOCUMENTATION, OR DELIVERABLES PROVIDED HEREUNDER, AGREEMENT INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.
- f. LIMITATION OF LIABILITY. ECLINICALWORKS LIABILITY TO CUSTOMER FOR ANY LOSSES OR DAMAGES, IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE LIMITED TO THOSE ACTUAL AND DIRECT DAMAGES WHICH ARE REASONABLY INCURRED BY CUSTOMER AND SHALL NOT EXCEED THE MONTHLY SUBSCRIPTION FEE PAID BY CUSTOMER WITH RESPECT TO THE SERVICES GIVING RISE TO THE LIABILITY OVER THE MONTHS IN WHICH LIABILITY OCCURRED NOT TO

EXCEED TWELVE (12) MONTHS. ECLINICALWORKS WILL NOT BE LIABLE FOR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF DATA, LOST PROFITS, OR LOSS OF GOODWILL IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT, THE SOFTWARE, APPLICATIONS OR SERVICES, EVEN IF ECLINICALWORKS HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

- g. No substitute for Professional Judgment. Notwithstanding anything to the contrary contained herein, Customer on behalf of itself, and its Providers and Customer Personnel acknowledge that the Software is not intended as a substitute for professional medical judgment and eClinicalWorks shall have no indemnification or liability obligations related to any failure to exercise such professional judgment. In the event that the Software or any report or information generated by the Software is used in connection with any diagnosis or treatment by Customer and/or any of Customer's employees, agents, representatives, and the like, Customer agrees to accept all responsibilities in connection therewith, including responsibility for injury, damage, and/or loss related to such diagnosis or treatment, irrespective of whether such injury, damage and/or loss results from your use of the Software.
- h. Non-Solicitation. Where allowable by law, during the term of this Agreement and for one year after the termination of this Agreement, Customer agrees not to directly or indirectly offer employment to or to hire any eClinicalWorks employee without the prior written consent of eClinicalWorks.

6. Confidentiality

- a. Nondisclosure. As consideration for and as a condition to a Disclosing Party furnishing any Confidential Information to a Receiving Party, each party agrees (i) to affirmatively treat as private; (ii) not to disclose to any third party unless required by law, rule, regulation or court order or by any governmental, judicial or regulatory process; and (iii) except as permitted herein, not to copy or otherwise reproduce any Confidential Information. Each party warrants that it will apply commercially reasonable safeguards to protect the Confidential Information against unlawful or otherwise unauthorized access, use, or disclosure and that it will take any other steps reasonably necessary to safeguard Confidential Information. The pricing contained herein is considered eClinicalWorks Confidential Information and may not be disclosed to any third party without eClinicalWorks' prior written consent.
- b. Permitted Use of Confidential Information. Each party agrees that it shall not use Confidential Information for any purpose other than for the use or provision of the Software and services hereunder, as applicable. Each party may, however, disclose Confidential Information to employees acting on that party's behalf and third-parties approved by eClinicalWorks ("Authorized Representatives") who demonstrate a need to know such information for performing tasks on behalf of that party using the Confidential Information; provided, however, that no Authorized Representative shall use or disclose the Confidential Information in any manner other than as permitted by this Agreement. Each party agrees that before disclosing any Confidential Information to an Authorized Representative, the Authorized Representative shall be informed of the confidential nature of such information and shall agree to abide by this Agreement and its standards of confidentiality.
- c. Notice of Required Disclosure. In the event that a party is required by any governmental, judicial or regulatory process or by any law, rule, regulation or court order (by oral questions; interrogatories; requests for production, information, or documents; subpoena; civil investigative demand; or any other similar process) to disclose any Confidential Information supplied to it or its to Authorized Representatives in the course of these dealings, it is agreed that the party who has received such request will provide the other party that the Confidential Information concerns or relates to with prompt written notice of such request(s) so that the other party may seek an appropriate protective order and/or waive compliance with the provisions of this Agreement.
- d. Return of Confidential Information. Each party agrees that it will promptly return or destroy all Confidential Information and/or all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies, and excerpts of Confidential Information) following the occurrence of any event that makes the parties' possession of the Confidential Information unnecessary or upon written request of the other party, without retaining any copy or reproductions thereof. Each party shall reasonably expunge electronic copies of such Confidential Information as is practicable and not prohibited by law. Confidential Information that cannot be returned or destroyed will be kept confidential

and will continue to be subject to this Agreement for the term of this Agreement. Each party agrees that it will provide written certification of its compliance with this Section upon written request by the other party.

- e. Remedies. The parties agree that the Confidential Information is of a special, unique, and extraordinary character and that disclosure or other use of such information in violation of this Agreement will cause immediate and irreparable harm. The parties agree that each party shall be entitled to seek injunctive relief to further prevent use and/or disclosure in addition to other remedies available to it in law or in equity for breach of this Agreement.
- f. Notwithstanding the foregoing, nothing in this Agreement shall be construed to prohibit or restrict Customer from discussing problems and concerns with our Software or Services with other parties in accordance with the ONC Cures Act Final Rule.

7. Term and Termination

- a. Initial Term. The Initial Term begins upon the Effective Date and ends thirty-six (36 months) after the Effective Date unless earlier terminated as provided below.
- b. Automatic Renewal. Upon expiration of the Initial Term, the Agreement shall automatically renew for successive one (1) year periods unless Customer or eClinicalWorks gives prior written notice of its intent to terminate the Agreement, at least sixty (60) days prior to the anniversary of the Effective Date. If Customer defaults in its payments of the license fee for two successive billing periods, or causes its subscription to expire then eClinicalWorks may terminate this Agreement immediately.
- c. Termination. eClinicalWorks may terminate this Agreement without liability in the event that Customer (i) materially breaches the terms of this Agreement, including without limitation, sections 3 or 5(b) or (ii) makes a voluntary or involuntary assignment for the benefit of creditors or enters into bankruptcy proceedings. Customer will still be financially responsible for payment of the software and services used prior to effective date of termination.
- d. Data Transfer Options Upon Termination. Upon cancellation or termination by either party, Customer shall select a data transfer option as further described in Exhibit C. Once Customer receives the data from eClinicalWorks, Customer must review the data promptly to ensure its completeness. After Customer has received its data, it has thirty (30) days to ensure the data is complete. eClinicalWorks may permanently delete data if Customer does not notify eClinicalWorks within thirty (30) days of any discrepancies in the data received or if you do not select a Data Transfer Option within thirty (30) days of your termination date. eClinicalWorks is not responsible for any losses that may occur due to Customer's failure to (i) request a Data Transfer Option, or (ii) notify eClinicalWorks of any discrepancies in the data received.
- e. Reimbursement of services. Customer understands that eClinicalWorks is providing implementation and training services upfront which are not being charged to Customer as of the Effective Date but are instead included in the monthly fees throughout the Initial Term of the Agreement and are required to be paid by Customer. Accordingly, if Customer terminates this Agreement prior to the expiration of the Initial Term, Customer will pay eClinicalWorks \$100 per Provider per month for the remaining months of the Initial Term of the Agreement.

8. Miscellaneous

- a. Assignment. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns; provided, however, that such assignment shall not relieve either party of its obligations to the other as provided herein. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party.
- b. Force Majeure. The obligations of the respective parties shall be abated for so long as, and to the extent that, their performance is rendered commercially impracticable by causes and events beyond the reasonable control of the affected party, including without limitation fires, floods, acts of God, strikes, unavailability or delays of materials or transportation, war, revolution, insurrection, acts of the public enemy, governmental regulation or prohibition. The

party claiming abatement of obligation hereunder shall reasonably notify the other of the cause or event giving rise to such claim and shall take all reasonable steps to limit the effect and duration of such cause or event.

- c. **Excluded Party.** Customer hereby represents and warrants that Customer and its employees, owners, directors and officers are not, and at no time have been, excluded from participation in any federally funded health care program, including, but not limited to, the Medicare and Medicaid programs (collectively, the "Governmental Program."). Customer hereby agrees to immediately notify eClinicalWorks of any threatened, proposed, or actual exclusion of it or its employees, owners, directors and officers from any Governmental Program. In the event that Customer or its employees, owners, directors and officers are excluded from participation in any Governmental Program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that Customer is in breach of this Section, this Agreement may, at the sole discretion of eClinicalWorks, terminate as of the effective date of such exclusion or breach.
- d. **Headings.** The headings in this Agreement are for information and convenience only and shall not affect the construction thereof.
- e. **Entire Agreement.** This Agreement sets forth the entire Agreement between eClinicalWorks and Customer with respect to the subject matter hereof, and no modification, amendment, waiver, termination, or discharge of this Agreement or any provisions hereof shall be binding upon either party unless confirmed by written instrument signed by both parties.
- f. **Notices.** Any notices required to be given by one party to another hereunder shall be deemed duly given when (i) sent in writing, postage prepaid, via certified or registered mail, with return receipt, or (ii) delivered by hand, and addressed to the appropriate party at the addresses above or to such other address as either party shall have designated in writing to the other, (iii) sent via email to eClinicalWorks at notices@eclinicalworks.com, or (iv) delivered to Customer via the online portal. Notices sent via email or delivered via the online portal will be deemed given on the day received. The specification of means for giving notice herein shall not preclude the use of other forms of written notice when in the context of their use they provide equal or greater effective actual notice to the receiving party than the means specified herein.
- g. **Governing Law.** This Agreement, its validity, construction, and effect shall be governed by the laws of the Commonwealth of Massachusetts.
- h. **Arbitration.** Any and all controversies, claims, or disputes arising out of, relating to, or connected with this Agreement or Customer's use of the services and/or the Software shall be referred to and settled by individualized arbitration administered by the American Arbitration Association ("AAA") in accordance with the provisions set forth under the AAA's Commercial Arbitration Rules and any other applicable rules and procedures ("Rules") by a panel of three arbitrators appointed in compliance with the Rules. This includes all disputes over arbitrability.
 - i. The Parties to this Agreement further acknowledge and agree that:
 - 1. the location of the arbitration, including the location of all arbitration hearings, shall be Boston, Massachusetts;
 - 2. the arbitral award shall address the costs and expenses of arbitration and all matters related thereto, including, the allocation of same between the parties;
 - 3. the award of the arbitrators shall be final and binding upon the parties; and
 - 4. the parties submit to the jurisdiction of the federal courts of Massachusetts for the purposes of ratifying any award made pursuant to arbitration proceedings conducted in accordance with this clause and/or may enforce the award through such courts.
 - ii. By using the services and/or the Software, Customer expressly waives its right to pursue all controversies, claims, or disputes in court and instead must submit any such controversies, claims, or disputes to arbitration as described above.
 - iii. Any legal fees or expenses incurred by Customer during any dispute, shall be the sole responsibility of Customer.
- i. **Waiver Of Class And Joint Claims:** Any arbitration (or, if arbitration of the action is not permitted by law, litigation) shall be solely on behalf of an individual person, and shall not be consolidated or joined with the claims of any other person or brought on behalf of a putative class unless previously agreed to in writing by both eClinicalWorks and Customer. This provision shall survive the termination of this Agreement, regardless of the cause of such termination.

- j. Disclosures. Customer acknowledges that it has read “eClinicalWorks V11 Mandatory Disclosures” and “eClinicalWorks Enterprise Patient Portal v2.1 Mandatory Disclosures” (<https://www.eclinicalworks.com/resources/meaningful-use/>) regarding the potential costs and limitations associated with eClinicalWorks Software and products.
- k. Authority. Each representative signing below hereby represents that each is authorized to enter into this Agreement.
- l. Counterparts. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original. Each party hereto consents to be bound by electronic, photocopy or facsimile signatures of such party’s representative hereto.
- m. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- n. Relationship. It is mutually understood and agreed that the relationship between the parties is that of independent contractors. Neither party is the agent, employee, or servant of the other. Nothing in this Agreement is intended to create any partnership, joint venture, lease or equity relationship, expressly or by implication between the parties.

Exhibits

Exhibit A – eClinicalWorks Hosting Addendum

Exhibit B – Business Associate Addendum

Exhibit C – Data Transfer Options

CONTRACT EXECUTION:

IN WITNESS WHEREOF, the respective authorized representative of each party has executed this Agreement, including any other applicable addenda or exhibits as specified herein, to be effective as of the Effective Date.

CUSTOMER

eClinicalWorks, LLC

(Authorized Signature)

(Authorized Signature)

(Name - Print or Type)

(Name - Print or Type)

Mangum Family Clinic
(Customer Company - Print or Type)

eClinicalWorks, LLC
(Customer Company - Print or Type)

Date

Date

(Email address – Print or Type)

EXHIBIT A – eClinicalWorks Hosting Addendum

Article 1 Hosting Services

1.1 eClinicalWorks Responsibilities. Subject to the terms of this Agreement, eClinicalWorks will: (a) make the services using the web based software applications (“Hosted Applications”) available to Customer via the Internet based on a Cloud basis; (b) make the Documentation for the Hosted Applications available to Customer; and (c) provide to Customer a user name, password and other information required to use the Hosted Applications.

1.2 Customer Responsibilities.

(a) Customer is responsible for: (i) procuring, at its expense, the necessary environment at the Customer’s location(s) to use the Hosted Applications via the Internet, including, without limitation, all computer hardware, software and equipment, Internet access and telecommunications services (collectively, the “Customer Systems”); (ii) complying with all laws, rules and regulations related to the Customer Systems; (iii) keeping its user name and password secret and confidential, and, for any communications or transactions that are made, using the same; (iv) changing its user name and password if it believes that the same has been stolen or might otherwise be misused; (v) maintaining security of its environment that it controls; (vi) verifying identity of users to whom it provides access to the information within the hosted application (vii) obligations under any third party agreements to which Customer is a party, including, without limitation, any agreement pursuant to which Customer procures the Customer Systems or any portion thereof, regardless of whether eClinicalWorks provides Customer with any assistance in such procurement.

(b) Customer shall bear all costs of obtaining, installing and maintaining the Customer Systems.

1.3 Definitions.

(a) “Services” shall mean the Hosting services set forth in Section 1.4 below which are subject to payment of the Hosting fees.

(b) “System” shall mean the server(s) on which the Website is hosted and all other equipment utilized by eClinicalWorks to provide the Services hereunder.

(c) “Website” shall mean the URL or any eClinicalWorks domain provided to the Customer to access the Hosted Application.

(d) “Documentation” means the user and technical manuals and other documentation provided or made available to Customer describing the Hosted Applications’ features, functionalities, requirements and specifications.

1.4 Services to be provided.

(a) eClinicalWorks shall provide all hosting-related maintenance including, back-ups, server maintenance and trouble-shooting.

(b) Network Connectivity. eClinicalWorks shall provide the Website with connection to the Internet for approximately twenty-four (24) hours seven days a week excluding periods of time necessary for Website maintenance and Internet performance issues. eClinicalWorks reserves the right to have planned outages for hardware and software maintenance.

(c) Administration. eClinicalWorks shall provide regular routine and other systems administration and support services necessary to maintain the Website. eClinicalWorks shall provide Customer with one (1) business day of notice prior to service interruptions due to planned maintenance. Any service interruption for planned maintenance shall not exceed the time reasonably necessary to complete such maintenance.

(d) Security. eClinicalWorks shall take reasonable measures to prevent unauthorized access to the Website. In this regard, eClinicalWorks shall use at least the same security measures it uses to protect its own proprietary information. . For security and administrative reasons only, the hosted application support and maintenance team will have access to all files on

the server. eClinicalWorks is not responsible if Customer makes changes to default security settings which allow access to Customer data.

1.5 Acceptable use policy.

(a) **Acceptable Use Policy.** Customer shall use the Hosted Applications only for lawful purposes, in compliance with all applicable laws. Customer shall be responsible for all use of the Hosted Applications by its Providers and Customer Personnel, regardless of whether such use is known to or authorized by Customer. The Hosted Applications are provided for use in conformance with the terms and conditions of this Agreement. eClinicalWorks reserves the right to investigate suspected violations of this Agreement. If eClinicalWorks becomes aware of possible violations, eClinicalWorks may initiate an investigation including gathering information from Customer and examination of material on eClinicalWorks' servers. During the investigation, eClinicalWorks, in its sole discretion, may suspend access to the Website, Hosted Application, and/or remove the Website content and other material from eClinicalWorks' servers. If eClinicalWorks determines, in its sole discretion, that a violation of this Agreement has occurred, it may take responsive action, including, without limitation, permanent removal of the Website content, or any portion thereof, from eClinicalWorks' servers, issuance of warnings to Customer or the suspension or termination of this Agreement to Customer.

(b) **Passwords.** Customer is responsible for maintaining the confidentiality of any password(s) and access codes used to access the Hosted Applications and Website, and is fully responsible for all activities that occur under those password(s) and access codes. Customer agrees to notify eClinicalWorks immediately of any unauthorized use of its password(s). Customer shall be solely responsible for the security of its passwords. Continued failure by Customer to maintain password security may result in the suspension or termination of Services.

System Security. Customer shall be prohibited from using the Services to compromise the security of the Services, the System, the Website, Hosted Application, or any other website on the Internet. Customer use or distribution of tools designed for compromising security is strictly prohibited, including, without limitation, password guessing programs, cracking tools, penetration and vulnerability scans or network probing tools. If Customer is involved in violations of security, eClinicalWorks reserves the right to release identification information of Customer to systems administrators at other websites in order to assist them in resolving security incidents. eClinicalWorks shall also fully cooperate with law enforcement authorities in investigating suspected lawbreakers.

1.6 **System Monitoring.** eClinicalWorks reserves the right to monitor the System electronically from time to time and to access and disclose any information as permitted or required by any law or regulation, to operate its System properly, or to protect itself or other Customers, provided that, eClinicalWorks shall provide Customer prior notice of any such disclosure. eClinicalWorks shall fully cooperate with law enforcement authorities in investigating suspected violators. It is not eClinicalWorks' intention that the Services, System or eClinicalWorks' facilities be used in contravention of the Communications Decency Act of 1996, 47 U.S.C. Section 223, or any other applicable law. Customer shall indemnify and defend eClinicalWorks for any claims, suits, losses or actions against eClinicalWorks arising from, related to or in connection with any violation by Customer of the Communications Decency Act.

1.7 **Warranty of Content.** In addition to the warranties set forth in the Agreement, the parties to this Agreement warrant that they shall not use on the Website any content or other intellectual property that: (i) infringes on the intellectual property rights or any rights of publicity or privacy of any third party; (ii) violates any law, statute, ordinance or regulation (including, without limitation, laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); (iii) is defamatory, libelous, unlawfully threatening or unlawfully harassing; (iv) is obscene, child pornographic or harmful to minors; or (v) contains any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any system, data or personal information. Violations of this Section not only constitute a material breach of the Agreement and trigger immediate termination by a party not in breach, but may also subject such party to criminal and/or civil liability.

Article 2
Compliance with Laws.

2.1 Compliance with Laws

(a) The parties shall comply with all applicable laws and regulations concerning security and privacy with respect to their obligations under this Agreement, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and all regulations promulgated there under (“HIPAA”).

(b) eClinicalWorks acknowledges and agrees that the data and information that is compiled or passes through the databases that are a part of the Hosted Applications and that specifically relates to patients, patient care or physician procedures or diagnosis (collectively, the “Customer Data”), and all right, title and interest therein, is and shall remain the exclusive property of Customer. Notwithstanding the foregoing, Customer hereby grants eClinicalWorks a perpetual, unlimited license to use the Customer Data, in any form or format, for data benchmarking, sharing, warehousing, resource utilization and similar data analysis services; provided, however, that eClinicalWorks shall protect and maintain the confidentiality of all individual identifiable patient and hospital data and eClinicalWorks shall comply with HIPAA, as applicable, with respect to such data.

Article 3 Service Levels

1. Availability
A. Uptime

eClinicalWorks agrees that the Hosted Applications will be available 99.9% of the time during the hours of 5:00 AM to 12:00 AM local time of the data center, seven (7) days per week (the “Up-Time Commitment”). The Up-Time Commitment will be measured monthly.

B. Exclusions
Calculation of the Up-Time Commitment shall exclude unavailability of the Hosted Applications caused by any of the following:

- i. Scheduled, announced downtime for maintenance; provided, however, that such downtime shall not exceed two (2) hours, per event, unless the parties mutually agree otherwise; eClinicalWorks has a daily maintenance windows from 1AM-3AM local standard time of the data center.
- ii. Failures in the Internet that are outside eClinicalWorks’ control;
- iii. Hardware, communication lines or application problems (e.g., Internet, ISDN, DSL, etc.) of Customer that prevent/disrupt access; or
- iv. Failures by Customer to comply with the eClinicalWorks’ specifications outlined in the Documentation for the Hosted Applications.

C. Broadband Requirements

(a) It is Customer’s responsibility to provide internet service provider (ISP). eClinicalWorks uses Transport Layer Security (TLS) connectivity to eClinicalWorks’ collocation facility with bandwidth to support application services selected by Customer for performance and usability.

(b) The eClinicalWorks Service Levels above are based on eClinicalWorks hardware requirements.

EXHIBIT B – Business Associate Addendum

This Business Associate Addendum (“**Addendum**”) is entered into by and between eClinicalWorks, LLC, a Massachusetts limited liability company, (“**eClinicalWorks**”) and **Mangum Family Clinic**, (“**Customer**”) as an integrated part of that certain Software License and Support Agreement (“**Agreement**”) entered into contemporaneously with this Addendum between eClinicalWorks and Customer, and sets forth in writing certain understandings and procedures governing eClinicalWorks’s use of protected health information as that term is defined under the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and any regulations adopted under those laws by the United States Department of Health and Human Services and as those regulations may be amended from time to time.

1. Definitions

- a. **Catch-all definition:** The following terms used in this Addendum (whether or not capitalized) shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
- b. **Specific definitions:**
 - i. **eClinicalWorks.** “**eClinicalWorks**” shall generally have the same role as a “business associate” under 45 C.F.R. § 160.103, and in reference to the party to this Addendum shall refer to the entity defined as eClinicalWorks above.
 - ii. **Customer.** “**Customer**” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Addendum, shall refer to the entity defined as Customer above.
 - iii. **HIPAA Rules.** “**HIPAA Rules**” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.
 - iv. **Successful Security Incident.** “**Successful Security Incident**” shall mean a security incident that results in the unauthorized access, use, disclosure, modification, or destruction of Protected Health Information.
 - v. **Unsuccessful Security Incident.** “**Unsuccessful Security Incident**” shall mean a security incident that does not result in unauthorized access, use, disclosure, modification, or destruction of PHI (including, for example, and not for limitation, pings on Business Associate’s firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses).

2. Obligations and Activities of eClinicalWorks

- a. eClinicalWorks agrees to:
 - i. Not use or disclose Protected Health Information other than as permitted or required by this Addendum or as required by law;
 - ii. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum;
 - iii. Report to Customer in writing any use or disclosure of protected health information not permitted under this Addendum of which eClinicalWorks becomes aware, including breaches of Unsecured Protected Health Information as required at 45 C.F.R. § 164.410 and any Successful Security Incident, within ten (10) days of any Breach or Successful Security Incident. The Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of Unsuccessful Security Incidents;
 - iv. In making any written report under Section 2(a)(iii) of this Addendum, abide by any reasonable written breach notification procedures actually received by eClinicalWorks from Customer;
 - v. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of eClinicalWorks agree to the substantially same restrictions, conditions, and requirements that apply to eClinicalWorks with respect to such information;
 - vi. Make available Protected Health Information in a Designated Record Set to Customer as necessary to satisfy Customer’s obligations under 45 C.F.R. § 164.524 within thirty (30) days of receipt of such request. Customer agrees to maintain and properly store a copy of all Protected Health Information used by or disclosed to eClinicalWorks;
 - vii. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by Customer pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Customer’s obligations under 45 C.F.R. § 164.526;
 - viii. Maintain and make available the information required to provide an accounting of disclosures to the Customer as necessary to satisfy Customer’s obligations under 45 C.F.R. § 164.528 by providing such information within thirty (30) days of receipt of such request;

- ix. To the extent eClinicalWorks is to carry out one or more of Customer's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to Customer in the performance of such obligation(s); and
- x. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by eClinicalWorks

- a. eClinicalWorks may use or disclose Protected Health Information as necessary to perform the services set forth in the Addendum or under any other agreement between Customer and eClinicalWorks. eClinicalWorks is also authorized to use Protected Health Information to aggregate data or de-identify the information in accordance with 45 C.F.R. § 164.514(a)–(c). eClinicalWorks may use aggregated data or de-identified information for the purpose of testing or maintaining its software or for any other purpose permitted by law.
- b. eClinicalWorks may use or disclose Protected Health Information as required by law.
- c. eClinicalWorks agrees to make uses and disclosures and requests for Protected Health Information consistent with Customer's minimum necessary policies and procedures.
- d. eClinicalWorks may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Customer except for the specific uses and disclosures set forth below.
- e. eClinicalWorks may use Protected Health Information for its proper management and administration or to carry out the eClinicalWorks's legal responsibilities.

4. Provisions for Customer to Inform eClinicalWorks of Privacy Practices and Restrictions

- a. Customer shall notify eClinicalWorks of any limitation(s) in Customer's notice of privacy practices under 45 C.F.R. § 164.520, to the extent that such limitation may affect eClinicalWorks's use or disclosure of Protected Health Information.
- b. Customer shall notify eClinicalWorks of any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect eClinicalWorks's use or disclosure of Protected Health Information.
- c. Customer shall notify eClinicalWorks of any restriction on the use or disclosure of Protected Health Information that Customer has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect eClinicalWorks's use or disclosure of Protected Health Information.

5. Permissible Requests by Customer

- a. Customer shall not request eClinicalWorks to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Customer, except that eClinicalWorks may use or disclose Protected Health Information for management and administration and legal responsibilities as described above.

6. Term and Termination

- a. **Term.** The Term of this Addendum shall be effective as the Effective Date, and shall continue according to the terms of the Agreement or on the date Customer terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- b. **Termination for Cause.** eClinicalWorks authorizes termination of this Addendum by Customer, if Customer determines eClinicalWorks has violated a material term of this Addendum and eClinicalWorks has not cured the breach or ended the violation within thirty (30) days after written notice from Customer of the violation and associated term of this Addendum.
- c. **Obligations of eClinicalWorks Upon Termination.** Upon termination of this Addendum for any reason, eClinicalWorks, with respect to Protected Health Information received from Customer, or created, maintained, or received by eClinicalWorks on behalf of Customer, shall:
 - i. Retain only that Protected Health Information which is necessary for eClinicalWorks to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Customer or, if agreed to by Customer, destroy the remaining Protected Health Information that eClinicalWorks still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as eClinicalWorks retains the Protected Health Information;
 - iv. Not use or disclose the Protected Health Information retained by eClinicalWorks other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 3(e) of this Addendum; and
 - v. Return to Customer or, if agreed to by Customer, destroy the Protected Health Information retained by eClinicalWorks when it is no longer needed by eClinicalWorks for its proper management and administration or to carry out its legal responsibilities.

- vi. In the event eClinicalWorks determines that returning or destroying the Protected Health Information is infeasible, eClinicalWorks shall continue to extend the protections to such Protected Health Information as required by the HIPAA Rules and limit further use and disclosure for so long as eClinicalWorks retains such Protected Health Information.
- d. **Survival.** The obligations of eClinicalWorks under this Section shall survive the termination of this Addendum.

7. Miscellaneous

- a. **Regulatory References.** A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.
- b. **Amendment.** Customer and eClinicalWorks mutually agree that eClinicalWorks may amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- c. **Interpretation.** Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules.
- d. **Governing Law.** This Addendum will be governed by the laws of the United States of America and by the laws of the Commonwealth of Massachusetts. The parties irrevocably consent to the exclusive personal jurisdiction of the federal and state courts located in Massachusetts, as applicable, for any matter arising out of or relating to this Addendum without regard to any choice of law principles, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Massachusetts, such personal jurisdiction will be nonexclusive.
- e. **Execution.** Each representative signing below hereby represents that each is authorized to enter into this Addendum.
- f. **Complete Agreement.** This Addendum constitutes the final, complete and exclusive Addendum between the Parties with respect to its subject matter and supersedes all past and contemporaneous agreements, promises, and understandings, whether oral or written. This Addendum may not be amended or modified except by a writing signed by both Parties and identified as an amendment to this Addendum.
- g. **Counterparts.** This Addendum may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original. Each Party hereto consents to be bound by electronic, photocopy or facsimile signatures of such Party's representative hereto.
- h. **Severability.** In the event any provision of this Addendum is held to be invalid or unenforceable, the remainder of this Addendum shall remain in full force and effect.
- i. **Relationship.** It is mutually understood and agreed that the relationship between the Parties is that of independent contractors. Neither Party is the agent, employee, or servant of the other. Nothing in this Addendum is intended to create any partnership, joint venture, lease or equity relationship, expressly or by implication between the Parties.

8. Contract Execution

IN WITNESS HEREOF, the respective authorized representative of each party has executed this Addendum to be effective as of Effective Date as set forth in the Agreement.

Customer
Authorized Signature:
Name:
Customer Title or Position:

eClinicalWorks, LLC
Authorized Signature:
Name:
eClinicalWorks Title or Position:

EXHIBIT C – Data Transfer Options

eClinicalWorks® provides multiple, distinct options for customers to transfer their data from eClinicalWorks. For more information on other data transfer options from eClinicalWorks, open a support case on the my.eclinicalworks.com Customer Portal. Indicate the data transfer option chosen by the customer.

eCW Cloud Customers

- 1. C-CDA Export:** Self-Service Export through the eClinicalWorks application. This option enables customers to export their data from eClinicalWorks themselves, free of charge, and without any assistance from eCW. For more information about downloading C-CDA, refer to the C-CDA Data Portability Users Guide, which is available on the my.eclinicalworks.com Customer Portal: Modern View > Knowledgebase > Product Documentation > Documents > Search for “C-CDA”. Customers can utilize this option at any time while they have access to the EHR software.

Total Cost: Free of charge

The Data Export C-CDA File includes the 2015 Edition Common Clinical Data Set data elements, which include but are not limited to: Patient Demographics (Name, Sex, Date of Birth, Race, Ethnicity and Preferred Language), Smoking Status, Problem List, Medication List, Laboratory Tests and Results, Vital Signs, Procedures, Care Team Members, Immunizations, Unique Device Identifiers, Assessments, Treatment Plan, Goals, and Health Concerns. This is not a comprehensive data export; if one is needed, select the One-Time Unencrypted Database Backup, Including Scanned Documents (as described in option 2).

- 2. One-Time Unencrypted Database Backup, Including Scanned Documents:** eClinicalWorks will capture and provide a one-time unencrypted copy of the database. All EHR data (including structured and free-text notes associated with a patient’s chart) will be part of the unencrypted copy of the database backup. Note: this option is provided in a relational database machine readable format (.BAK file format). Refer to options 1 and 3 for human readable file formats for specified subsets of data. If the data is 50 GB or more, an encrypted hard drive is required. If the data is less than 50 GB, data will be delivered *via* sFTP at no additional cost. **Total Cost:** Free of charge if no encrypted hard drive is needed; \$500 plus applicable taxes (includes delivery) if a hard drive is required

- 3. Focused Data Extraction Service:** Human readable (*e.g.*, TXT, HTML, PDF) formatted data export option. eClinicalWorks will extract the data, for a focused subset of data elements only, as follows:

- Patient Demographics and Appointments in TXT format
- Locked Progress Notes in read-only HTML format (all Progress Notes must be locked by the practice prior to export)
- Patient Documents in native format with index file
- Pink Paper Clip (interface results) in read-only HTML format
- Medical Summary
- Select Financial Reports

In addition to the aforementioned human readable extracts, this option also includes the One Time Unencrypted Database Backup, Including Scanned Documents (as described in option 2).

If the data is 50 GB or more, an encrypted hard drive is required. If the data is less than 50 GB, data will be delivered *via* sFTP at no additional cost.

Total Cost: \$3,000 for 1-3 providers, \$4,500 for 4-10 providers, \$1,500 for every additional 10 providers. If the data is 50 GB or more, an encrypted hard drive is required for \$500 plus applicable taxes (includes delivery).

Larger customers should contact eClinicalWorks to identify the best data solution for them. This option is often chosen by customers who are closing or retiring.

Self-Hosted eCW Customers

- 1. C-CDA Export:** Self-Service Export through the eClinicalWorks application. This option enables customers to export their data from eClinicalWorks themselves, free of charge, and without any assistance from eCW. For more information about downloading C-CDA, refer to the *C-CDA Data Portability Users Guide*, which is available on the my.eclinicalworks.com Customer Portal: Modern View > Knowledgebase > Product Documentation > Documents > Search for “C-CDA.” Customers can utilize this option at any time while they have access to the EHR software.

Total Cost: Free of charge

The Data Export C-CDA File includes the 2015 Edition Common Clinical Data Set data elements, which include but are not limited to: Patient Demographics (Name, Sex, Date of Birth, Race, Ethnicity and Preferred Language), Smoking Status, Problem List, Medication List, Laboratory Tests and Results, Vital Signs, Procedures, Care Team Members, Immunizations, Unique Device Identifiers, Assessments, Treatment Plan, Goals, and Health Concerns. This is not a comprehensive data export; if one is needed, select the One-Time Unencrypted Database Backup, Including Scanned Documents (as described in option 2).

2. One-Time Unencrypted Database Backup, Including Scanned Documents: eClinicalWorks will capture and provide a one-time unencrypted copy of the database. All EHR data (including structured and free-text notes associated with a patient's chart) will be part of the unencrypted copy of the database backup. Note: this option is provided in a relational database machine readable format (.BAK file format). Refer to options 1 and 3 for human readable file formats for specified subsets of data. All scanned documents will be available, unencrypted, on the self-hosted customer's server.
Total Cost: Free of charge if no encrypted hard drive is requested; \$500 plus applicable taxes (includes delivery) if an encrypted hard drive is requested.

3. Focused Data Extraction Service: Human readable (*e.g.*, TXT, HTML, PDF) formatted data export option. eClinicalWorks will extract the data, for a focused subset of data elements only, as follows:

- Patient Demographics and Appointments in TXT format
- Locked Progress Notes in read-only HTML format (all Progress Notes must be locked by the practice prior to export)
- Patient Documents in native format with index file
- Pink Paper Clip (interface results) in read-only HTML format
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Total Cost: \$3,000 for 1-3 providers, \$4,500 for 4-10 providers, \$1,500 for every additional 10 providers. If the data is 50GBs or more, an encrypted hard drive is required for \$500 plus applicable taxes (includes delivery).

Larger customers should contact eClinicalWorks to identify the best data solution for them. This option is often chosen by customers who are closing or retiring.