



# Agenda

## Mangum City Hospital Authority

**June 24, 2025, at 5:30 PM**  
*City Administration Building at 130 N Oklahoma Ave.*

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*The Trustees of the Mangum City Hospital Authority will meet in regular session on June 24, 2025 5:30 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 May 27, 2025, regular meeting minutes as present.
2. Approve May 2025 Clinic Report.
3. Approve May 2025 Medical Staff Minutes
4. Approve May 2025 Quality Report
5. Approve May 2025 CCO Report.
6. Approve May 2025 CEO Report.
7. Approve the following forms, policies, appointments, and procedures previously approved, on 06/12/2025 Quality Committee and on 06/19/2025 Medical Staff.

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-System Monitoring and Assessment Policy

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-Win10 Configuration Standard

Discussion and Possible Action to Approve the Policy and Procedure: MRMC- Asset Management Policy

Discussion and Possible Action to Approve the Policy and Procedure: MRMC- Employee Access to Personal Medical Records Policy

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-Device Retirement Policy

Discussion and Possible Action to Approve the Policy and Procedure: Therapeutic Phlebotomy Procedure

Discussion and Possible Action to Approve the Policy and Procedure: Patient Consent for Therapeutic Phlebotomy

Discussion and Possible Action to Approve the Policy and Procedure: Therapeutic Phlebotomy Record

Discussion and Possible Action to Approve the 2025 Infection Control Risk Assessment (ICRA).

Discussion related to HIM Delinquencies-none to report.

## **FURTHER DISCUSSION**

## **REMARKS**

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

## **REPORTS**

- [8.](#) Financial Report for May 2025
9. Update on the Lab OR project.

## **OTHER ITEMS**

- [10.](#) Discussion and Possible Action to Approve the MPMC and Greer County Health Department TB X-Ray Agreement.
- [11.](#) Discussion and Possible Action to Approve the Inmar Rx Solutions Order form for pharmacy compliance with the Drug Supply Chain Security Act.
- [12.](#) Discussion and Possible Action to Approve the Business Associate between MPMC and Convatec, Inc for Advance Tissue Technology for wound grafts.
- [13.](#) Discussion and Possible Action to Approve the MPMC Millipore Sigma service agreement, providing maintenance and technical support on the Milli-Q water purification system.

## **EXECUTIVE SESSION**

14. Discussion and possible action to enter into executive session for the review and approval of medical staff privileges/credentials/contracts for the following providers pursuant to 25 O.S. § 307(B)(1):
  - Re-Credentialing
    - o Jeff Brand, PA Allied Health Professional

## **OPEN SESSION**

15. Discussion and Possible Action with regard to Executive session.

16. Discussion and possible action to enter into executive session for discussing matters where disclosure of information would violate confidentiality requirements of state or federal law pursuant to 25 OK Stat § 307 (B7):

- Complaints
- Grievances

#### **OPEN SESSION**

17. Discussion and Possible Action with regard to Executive session.

#### **STAFF AND BOARD REMARKS**

*Remarks or inquiries by the governing body members, Hospital CEO, City Attorney, or Hospital Employees.*

#### **NEW BUSINESS**

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

#### **ADJOURN**

*Motion to Adjourn*

Duly filed and posted at **4:00 p.m. on the 20th day of June 2025**, by the Secretary of the Mangum City Hospital Authority.

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*Steve Kyle Secretary*



# Minutes

## Mangum City Hospital Authority Meeting

### May 27, 2025, at 5:30 PM

City Administration Building at 130 N Oklahoma Ave.

*The Trustees of the Mangum City Hospital Authority will meet in regular session on May 27th, 2025, at 5:30 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 meeting to order at 5:30p.m.

#### ROLL CALL AND DECLARATION OF A QUORUM

##### PRESENT

Trustee Michelle Ford  
Trustee Carson Vanzant  
Trustee Lisa Hopper  
Trustee Ronnie Webb

##### ABSENT

Trustee Cheryl Lively

#### 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 22, 2025, regular meeting minutes as presented.
2. Approve April 2025 Clinic Report
3. Approve April 2025 Medical Staff Minutes
4. Approve April 2025 Quality Report
5. Approve April 2025 CCO Report
6. Approve April 2025 CEO Report
7. Discussion related to HIM Delinquencies-none to report.

#### **Motion To Approve Consent Agenda as Presented.**

Motion made by Trustee Hopper, Seconded by Trustee Webb.

Voting Yea: Trustee Ford, Trustee Vanzant, Trustee Hopper, Trustee Webb



## FURTHER DISCUSSION

None

## REMARKS

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

None

## REPORTS

### 8. Financial Report for April 2025

Statistics.

Average Daily census 10.37 up 4 days from March and one day from YTD Monthly avg.

Acute payer mix for April 81% Medicare and Medicare managed Care the prior month being 80% up from 2024 monthly avg of 77%

Swing Bed Payer mix for April 66% for Medicare and 34% for Medicare Managed care

Patient Days for March 311 up 100 days from March

The Clinic Patient Days were 11.57

Balance And Income Sheet Highlights

Operating Margin loss 161,000 down 112 from March, YTD Operating Margi is a negative 311,000.

Net Patient Revenue 1.2 million, for the month a decrease of 129,000 from last month and a decrease of 185,000 from 2024 Monthly Avg

340B revenue was 15,000 for April. Expenses were 10,000. 5,000 profits

Operating expenses 1.39 million, for April down 82,000 from 2024 monthly avg and 26,000 from March

Cash receipts for the Month 1.23 million decrease of 30,000 from 2024 monthly avg, and a decrease of 64,000 from March

Cash disbursements 1.06 million

Cash Balance at April month end 682,000 giving us 14.8 days cash on hand

Clinic YTD revenue 163,000

Operating expenses 333,000 resulting in a YTD net loss 170,000

## OTHER ITEMS

9. Discussion and Possible Action to Approve the movement of the lab department from the adjacent building to the hospital to the existing OR rooms.

Mr. Martinez stated the item back on the agenda from last month, still working on several quotes. Mr. Martinez stated he thought it would be a good move. The lab would be in the main building and for staff safety and convenience. It will result in the closing of the ERs. Doesnt see Ers being operational in next few years. Ten years from now will need a whole new suite to meet standards. **Motion to approve.**

Motion made by Trustee Vanzant, Seconded by Trustee Ford.  
Voting Yea: Trustee Ford, Trustee Vanzant, Trustee Hopper, Trustee Webb

10. Discussion and Possible Action to Approve the ACH form between MRMC and Philadelphia Insurance Company

**Motion to Approve**

Motion made by Trustee Vanzant, Seconded by Trustee Webb.  
Voting Yea: Trustee Ford, Trustee Vanzant, Trustee Hopper, Trustee Webb

11. Discussion and Possible Action to declare surplus and approve the sale of the Sysmex CA-600, Serial Number 14184, Manufactured 4-28-2017.

Mr. Martinez explained that this piece of equipment has been replaced and has not been in use for a couple of months. **Motion to approve.**

Motion made by Trustee Webb, Seconded by Trustee Hopper.  
Voting Yea: Trustee Ford, Trustee Vanzant, Trustee Hopper, Trustee Webb

12. Discussion and Possible Action to Approve the Premier Letter of Participation for the AscenDrive.

**Motion to approve.**

Motion made by Trustee Webb, Seconded by Trustee Hopper.  
Voting Yea: Trustee Ford, Trustee Hopper, Trustee Webb  
Voting Abstaining: Trustee Vanzant

## EXECUTIVE SESSION

### **Motion to move into Executive session. 5:48 P.M.**

Motion made by Trustee Vanzant, Seconded by Trustee Hopper.  
Voting Yea: Trustee Ford, Trustee Vanzant, Trustee Hopper, Trustee Webb

13. Discussion and possible action to enter into an executive session for the review and approval of medical staff privileges/credentials/contracts for the following providers pursuant to 25 O.S. § 307(B)(1):
  - Credentialing
    - o The Schedule 1 List of Providers for DIA
    - o Joshua Smith MD Courtesy Privileges
  - Contracts
    - o Dr. Chiaffitelli contract revision

**Motion to come out of executive session at 6:15P.M.**

Motion made by Trustee Vanzant, Seconded by Trustee Hopper.

Voting Yea: Trustee Ford, Trustee Vanzant, Trustee Hopper, Trustee Webb

**OPEN SESSION**

**OPEN SESSION**

14. Discussion and possible action with regard to executive session.

Motion to approve schedule one list Joshua Smith M.D.Courtesy Privileges and Dr. Chiaffitelli contract revision'

Motion made by Trustee Vanzant, Seconded by Trustee Hopper.

Voting Yea: Trustee Ford, Trustee Vanzant, Trustee Hopper, Trustee Webb

**EXECUTIVE SESSION**

15. Discussion and possible action to enter into executive session for discussing matters where disclosure of information would violate confidentiality requirements of state of federal law pursuant to 25 OK Stat § 307 (B7):

- Complaints

- Grievances

Motion to enter into executive session at 6:17 P.M.

Motion made by Trustee Vanzant, Seconded by Trustee Hopper.

Voting Yea: Trustee Ford, Trustee Vanzant, Trustee Hopper, Trustee Webb

**OPEN SESSION**

**Motion to come out of executive session 6:21P.M.**

16. Discussion and possible action with regard to executive session.

No Action.

**STAFF AND BOARD REMARKS**

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

**None**

*Remarks or inquiries by the governing body members, Hospital CEO, City Attorney or Hospital Employees.*

**Trustee Ford wanted an update on Hospital roof repair. Mr. Martinez stated the contract is going to the commission next week. Mr. Martinez is looking into a deductible buy down from 5% to 2%.**

**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*

**Motion to Adjourn at 6:26 P.M.**

Motion made by Trustee Webb, Seconded by Trustee Ford.

Voting Yea: Trustee Ford, Trustee Vanzant, Trustee Hopper, Trustee Webb

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*Carson Vanzant, Chairman*

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*Steve Kyle, Interim City Clerk*



# Clinic Operations Report

Mangum Family Clinic

May 2025

Monthly Stats	May 2024	May 2025
Total Visits	119	205
Provider Prod	161	175
RHC Visits		180
Nurse Visits	0	0
Televisit	0	0
Swingbed		4

Provider Numbers	RHC	TH	SB
Ogembo	167		
Dr. Sanda	38		
Dr. C.			4

Payor Mix	
Medicare	69
Medicaid	58
Self	5
Private	63

Visits per Geography	
Mangum	153
Granite	19
Duke	3

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Visits	187	183	183	209	205								

**Clinic Operations:**

- Dr. Sanda in clinic for 3 days this month.
- Clinic was closed for Memorial Day.

**Quality Report:**

Improvement Measure	Actual	Goal	Comments
Reg Deficiencies	1	0	25 audited
Patient Satisfaction	5	5	1 Excellent, 1 Good, 2 fair, 1 poor rating
New Patients	25	10	Impressive
No Show	0.08%	<12%	18 no shows for the month
Expired Medications	0	0	None noted.

**Outreach:**

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

**Summary :**

Mangum Family Clinic continues to support and provide quality care to Mangum and surrounding communities.

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

Mangum Regional Medical Center  
Medical Staff Meeting  
Thursday  
May 22, 2025

MEMBERS PRESENT:

John Chiaffitelli, DO, Medical Director  
Laura Gilmore, MD  
Sonja Langley, MD  
Absent:  
Guest:

ALLIED HEALTH PROVIDER PRESENT:

Mary Barnes, APRN-CNP  
Jeff Brand, PA

NON-MEMBERS PRESENT:

Kelley Martinez, RN, CEO  
Nick Walker, RN, CCO  
Meghan Smith, RN, Infection Control  
Denise Jackson, RN – Quality  
Chasity Howell, RN – Utilization Review  
Lynda James, LPN – Pharmacy Tech

1. Call to order
  - a. The meeting was called to order at 12:35 pm by Dr. John Chiaffitelli, Medical Director.
2. Acceptance of minutes
  - a. The minutes of the April 17, 2025, 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
  - o Operations Overview
    - o We have been taking BIDs for the roof project and several contractors have been interested in the plans.
    - o Our hospital census has increased significantly this month.
    - o Room remodeling is ongoing.

- The agreement between ODOT and the hospital for our van has been signed and returned to the State, we continue to wait approval to order our van.
- Clinic census continues to improve.
- Looking at clinic collections for April we collected a total of \$1,124.74 down from \$704.88 at time of service.
- In the Month of April, the hospital had total patient payments of \$16,126.73 up from \$14,121.11. Of the total amount \$1,547.23 was upfront collections.
- We are starting to work towards moving the lab from its current location to utilizing the OR space.
- We continue to work with the business office to ensure we are getting our claims out clean. What does this mean we have got to make sure our documentation covers our admission, and our diagnostics support our dx.
- Like all other hospitals we are seeing an increase in Managed Medicare. This means we have got to document well. Our Managed Medicare for inpatient is 17.5% and for SWB it is 8.19%. The OHA estimates that this number will go to 40%.

Written report remains in the minutes.

## 5. Committee / Departmental Reports

### a. Medical Records –

1. February, 2025 -  
No Issues
2. March, 2025 -  
Lacking signatures on discharge instructions.
3. April, 2025  
Signatures on discharge instructions has improved after CCO was notified. Couple of H&Ps needed to be edited. Contacted Provider and they were completed.

### b. Nursing

#### Patient Care

- MRMC Education included:
  1. Nursing documentation/updates are communicated to nursing staff weekly.
  2. Yearly online training completed by hospital staff at the end of March.
- MRMC Emergency Department reports 0 patients Left Without Being Seen (LWBS).
- MRMC Laboratory reports 0 contaminated blood culture set(s).
- MRMC Infection Prevention reports 0 CAUTI.
- MRMC Infection Prevention report 0 CLABSI.



- MRMC Infection Prevention reports 0 HAI, and 0 MDRO for the month of April, 2025.

#### Client Service

- Total Patient Days for April, 2025 were 348. This represents an average daily census of 11.6.
- April, 2025 COVID-19 statistics at MRMC: Swabs (0 PCR & 22 Antigen) with 0 positive.

#### Preserve Rural Jobs and Culture Development

- MRMC continues to recruit for 2 PM RN-House Supervisor and 2 CNA positions.
- Patients continue to voice their praise and appreciation for the care received at MRMC. We continue to strive for excellence and improving patient/community relations.

Written report remains in minutes.

#### c. Infection Control –

- Old Business
  - a. None
- New Business
  - a. N/A
- Data:
  - a. N/A
- Policy & Procedures Review:
  - a. N/A
- Education/In Services
  - a. Monthly EPIC meeting for IP education.
  - b. Weekly Call with Corp. IP.
  - c. Weekly Lunch and Learns.
  - d. Staff education
- Updates: Employees are offered flu shots through the influenza vaccine program. Influenza vaccinations and declinations completed for MRMC employees. Zero annual Fit test completed.

#### Annual Items:

- a. Completed March 2023
- b. ICRA approved by Board March, 2024.
- c. 1 ICRA for July 2024
- d. Linen Services – Annual Site Visit – Site visit completed 10/11/2024 – No new reported issues with linen facility. New contract with linen company pending.

Written report remains in minutes.

#### d. Environment of Care and Safety Report

- i. Evaluation and Approval of Annual Plans
- i.i. Old Business - -
  - a. Chrome pipe needs cleaned and escutcheons replaced on hopper

- in ER – could not replace escutcheons due to corroded piping in wall – capped off leaking pipe under the floor to stop leak – hopper will be covered – remodel postponed.
  - b. ER Provider office flooring needing replaced. Tile is onsite.- remodel is postponed.
  - c. EOC, and Life Safety Plans will be evaluated and approved in the April EOC meeting.
  - d. Stained ceiling tile throughout facility from leaking roof
  - e. Damaged wall and ceiling in X-Ray due to leaking roof
- i.i.i. New Business
  - a. Damaged Ceiling in OR2 due to leaking roof
  - b. Approve Life Safety Policies – LSP-001, LSP-002, LSP-003, LSP-004 and LSP-005, Approved 4-8-2025.
  - c. Approve EVS Policies – EVS-001, EVS-002, EVS-003, EVS-004, EVS-005, EVS,-006, EVS-007, EVS-008, and EVS-009. EVS Forms - FMES-001, FMES-002, FMES-003, and FMES -004. Approved 4-8-2025.
  - d.Sink drain in radiology hall restroom is leaking.
  - e. Ceiling light in west hall is out.  
Written report remains in minutes.
- e. Laboratory
  - i. Tissue Report – Approved
  - i.i. Transfusion Report – Approved  
Written report remains in minutes.
- f. Radiology
  - i. There was a total of – 236 X-Rays/CT/US
  - i.i. Nothing up for approval
  - i.i.i. Updates:
    - o Physicist was here on April 22, 2025. We have received his Report and everything was good.  
Written report remains in minutes.
- g. Pharmacy
  - i. Verbal Report by Pharmacy Tech.
  - i.i. P & T Committee Meeting –  
The next P&T Committee Meeting will be held on June 19, 2025.
  - i.i.i. Sterile Cipro IV and Levaquin 750mh IV have been added to the shortage list. Morphine 15mg ER is on back order. It is unavailable at this time.
  - iv. Pyxis live went well.  
Written report remains in the minutes.
- h. Physical Therapy
  - i. No report.
- i. Emergency Department

- i. No report
  - j. Quality Assessment Performance Improvement
    - Risk Management
      - Grievance – 1
      - Fall with no injury – 0
      - Fall with minor injury – 0
      - Fall with major injury – 0
      - Death – 0
      - AMA/LWBS – 1 ER AMA – 1 In-Pt AMA
    - Quality – Minutes are in the minutes of Medical Staff Meeting.
    - HIM – ED discharge instructions 69% - 42 not signed by the nurse, 1 was not signed by the patient or nurse.
    - Med event – 3
    - After hours access was – 51
- Written report remains in the minutes.

- k. Utilization Review
    - i. Total Patient days for March: 211
    - i.i. Total Medicare days for March: 182
    - i.i.i. Total Medicaid days for March: 4
    - iv. Total Swing Bed days for March: 171
    - v. Total Medicare SB days for March: 157
- Written reports remain in the Minutes.

Motion made by Dr. John Chiaffitelli, Medical Director to approve Committee Reports for April, 2025.

## 6. New Business

- a. Discussion: Appropriateness of Admissions:
  - i. Discussion was lead by the CEO on Appropriateness of Admissions.
- b. Discussion: How to increase Insurance coverage and approval for patients in the ER and admissions to Mangum Regional Medical Center.
  - i. Discussion was lead by the CEO on how to increase Insurance coverage and approval for patients in the ER and admissions to Mangum Regional Medical Center.
- c. Discussion: Out patient procedures that can be done at Mangum Regional Medical Center
  - i. Discussion was lead by the CEO on Out patient procedures that can be done at Mangum Regional Medical Center.
- d. Discussion and Approval to establish parameters for blood pressures on Blood Pressure medication administration
  - i. **Motion:** made by John Chiaffitelli, DO, Medical Director, to approve to establish parameters for blood pressures on Blood Pressure medication administration.
- e. Discussion and Approval to establish parameters for Heart Rate on cardiac Medications

administration

**i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve to establish parameters for Heart Rate on cardiac Medications administration..

f.Discussion: Utilization of the language line for non- English speaking Patients

**i.Discussion** was lead by the CEO for the Utilization of the language line for non-English speaking Patients. CEO provided the Providers with the language line number.

g.Discussion & Approval to change Glucose critical <40 to Glucose <60

**i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve to change Glucose critical <40 to Glucose <60.

## 7. Adjourn

a. Dr Chiaffitelli made a motion to adjourn the meeting at 1:10 pm.

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Medical Director/Chief of Staff

Date

**Mangum Regional Medical Center**  
**Quality and Patient Safety Committee Meeting**  
**Agenda for May 2025 and Meeting Minutes for May2025**

Laboratory

Human Resources

Other

Other

Other

Meeting Location: OR	Reporting Period: April 2025	
Chairperson: Dr Gilmore	Meeting Date: 05/15/2025	Meeting Time: 14:00
Medical Representative: Dr Gilmore	Actual Start Time: 1402	Actual Finish Time: 1444
Hospital Administrator/CEO: Kelley Martinez	Next Meeting Date/Time: tentatively 06/12/2025 @ 14:00	

**Mission: To provide our Mangum community and surrounding counties with convenient, gold-standard “dependable and repeatable” patient care, while assisting and supporting all their medical healthcare needs.**

*\* Items in blue italics denote an item requiring a vote*

I. CALL TO ORDER				
Agenda Item	Presenter	Time Allotted	Discussion/Conclusions	Decision/Action Items
A. Call to Order	QM	1 min	Called to order at 1404	Approval: First – Jessica, Second– D. Clinesmith

**Mangum Regional Medical Center**  
**Quality and Patient Safety Committee Meeting**  
**Agenda for May 2025 and Meeting Minutes for May2025**

<b>II. COMMITTEE MEETING REPORTS &amp; APPROVAL OF MINUTES</b>				
<b>Agenda Item</b>	<b>Presenter</b>	<b>Time Allotted</b>	<b>Discussion/Conclusions</b>	<b>Decision/Action Items</b>
A. Quality and Patient Safety Committee 1. <i>Approval of Meeting Minutes</i>	Denise Jackson	<b>2 min</b>	Meeting minutes – April 2025	Approval: First – Tonya, Second – Chasity
B. Environment of Care (EOC) Committee 1. <i>Approval of Meeting Minutes</i>	Mark Chapman	<b>2 min</b>	Meeting minutes – April 2025 -Leak in Annex since EOC rounds	Approval: – Kelley, Second – Chasity
C. Infection Control Committee 1. <i>Approval of Meeting Minutes</i>	Meghan Smith	<b>2 min</b>	None	
D. Pharmacy & Therapeutics (P&T) Committee 1. <i>Approval of Meeting Minutes</i>	Chelsea Church/ Lynda James	<b>2 min</b>	Meeting minutes – None Next P&T - June 2025	
E. Health Information Management (HIM)/Credentialing Committee 1. <i>Approval of Meeting Minutes</i>	Jessica Pineda/ Kaye Hamilton	<b>2 min</b>	Meeting Min - Feb 2025 March 2025 April 2025	Approval: First – Nick, Second – Kelley
D. Utilization Review (UR) Committee 1. <i>Approval of Meeting Minutes</i>	Chasity Howell	<b>2 min</b>	Meeting Minutes – April 2025	Approval: First – D. Galmor, Second – Kelley
<b>III. DEPARTMENT REPORTS</b>				
<b>Agenda Item</b>	<b>Presenter</b>	<b>Time Allotted</b>	<b>Discussion/Conclusions</b>	<b>Decision/Action Items</b>
A. Nursing/Emergency Department	Nick Walker	<b>5 min</b>	6 prbc/1 plt – 3 total episodes No restraints No code blues	CNO continues to monitor pain reassessments/bed side scanning rates. House Sups continue to review PRN pain med reassessments to ensure completion, excluding the ED
B. Radiology	Pam Esparza	<b>2 min</b>	4 films repeated. Physicist out this month	
C. Laboratory	Tonya Bowan	<b>8 min</b>	62 repeated labs due to critical, 2 rejected from HH, these samples were recollected	

**Mangum Regional Medical Center**  
**Quality and Patient Safety Committee Meeting**  
**Agenda for May 2025 and Meeting Minutes for May2025**

D. Respiratory Care	Heather Larson	<b>2 min</b>	20 neb changes for the month 0 vent days	1 EKG completed >10 min, Reminder to CNO (nursing) that Nursing should not be waiting on RT for ekg. Documentation of RT notification is needed from Nursing staff.
E. Therapy	Chrissy Smith	<b>2 min</b>	162 -PT 123 -OT 0 -ST Improved Standard Assessment Scores: 13 - PT 10 - OT 0 - ST	
F. Materials Management	Waylon Wigington	<b>2 min</b>	4 back orders,0 late orders 0 Recalls	
G. Business Office	Desarae Clinesmith	<b>2 min</b>	SWB id/ins numbers are improving	-CM will attempt to obtain this info from External CM prior to admit -Nursing will add note if the patient does not have id/ins
H. Human Resources	Leticia Sanchez	<b>2 min</b>	No new hires for the reporting period	
I. Environmental Services	Mark Chapman	<b>2 min</b>	100% terminal room cleans	
J. Facility/Plant Operations	Mark Chapman	<b>2 min</b>	24 - extinguishers checked  boiler turned off 4/30/2025  generator/transfer switch inspection – 100%	
K. Dietary	Treva Derr	<b>2 min</b>	There have been a few missed temp checks	Education to staff on maintaining the log, open dietary position

**Mangum Regional Medical Center**  
**Quality and Patient Safety Committee Meeting**  
**Agenda for May 2025 and Meeting Minutes for May2025**

L. Information Technology	Desirae Galmore	2 min	Server issues, Dell quote has been sent out, IT has multiple projects going on	
<b>IV. OLD BUSINESS</b>				
<b>V. NEW BUSINESS</b>				
<b>Agenda Item</b>	<b>Presenter</b>	<b>Time Allotted</b>	<b>Discussion/Conclusions</b>	<b>Decision/Action Items</b>
A. New Business	QM	2 min	None	
<b>VI. QUALITY ASSURANCE/PERFORMANCE IMPROVEMENT DASHBOARD REPORT</b>				
<b>Agenda Item</b>	<b>Presenter</b>	<b>Time Allotted</b>	<b>Discussion/Conclusions</b>	<b>Decision/Action Items</b>
A. Volume & Utilization	CM	5 min	<p>AMA - 5 (4ER/1INPT)</p> <p>ER 1.) Pt brought to the ER by family for c/o, pt states that they did not want to be at the ER. Provider did not note any urgent medical needs at time of exam, pt agreeable to oral med for c/o but no other treatment. Pt does not want to be seen for any current complaints and will follow up with personal provider. Left without signing AMA form.</p> <p>ER 2.) Pt to the ER for c/o, worse over the past 2 days. Work up completed with provider</p>	



**Mangum Regional Medical Center**  
**Quality and Patient Safety Committee Meeting**  
**Agenda for May 2025 and Meeting Minutes for May2025**

			<p>recommendation for admission and follow up testing. Pt declined admit, wanting to go home. Discussed R/B with pt, left without signing AMA form.</p> <p>ER 3.) Pt to the ER requesting tx for chronic issues. Reports that they have not been able to get help from PCP or mental health clinic. Pt denies any emergent issues. Pt was offered tele-med visit with MH unit but pt did not want that and left AMA. Reused to sign AMA.</p> <p>ER 4.) Pt to the ER c/o pain and requesting specific medications for tx. Provider was not comfortable with pain med requested due to the other controlled substances that pt was being prescribed. When pt was told that requested med was not going to be given, pt lunged out of the wheelchair towards the</p>	
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**Mangum Regional Medical Center**  
**Quality and Patient Safety Committee Meeting**  
**Agenda for May 2025 and Meeting Minutes for May2025**

		<p>provider, yelling, cursing and screaming at provider/nurse. Nurse was able to get pt to return to the room, however pt continued to yell, scream and curse at staff. Other staff directed to contact PD for assistance with pt as they continued with aggressive behavior, demanding requested medications. PD arrived and pt would not redirect, provider adamant that requested medication was not going to be given and PD escorted pt out of the building. Due to behavior issues with pt, staff was not able to educate pt on returning to ER for urgent issues or obtain AMA.</p> <p>In-pt 1.) Pt admitted for dx, on the second day of admission pt became agitated attempting to leave the facility. Family to the facility to attempt to help redirect patient, these attempts were</p>	
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			unsuccessful, and family decided it was in the patient's best interest to take them home. Provider was not agreeable with d/c and family opted to sign pt out AMA.	
B. Case Management	CM	8 min	<p>1 re-admit</p> <p>Patient admitted with primary dx and discharged to home with home health. Patient readmitted later that day post d/c with same dx as family was not able to care for pt at home any longer.</p>	
C. Risk Management	QM	10 min	<p><b>Deaths - 0</b></p> <p><b>Complaints - 0</b></p> <p><b>Grievances – 1</b>  During CEO rounds with patients, In-pt reports that they requested to not be assisted by male staff, reports that the female nurse was rude in response to patient's request.. Interviews by CEO/QM with all staff matching the pt description of the nurse and the male staff that was in the room.</p>	

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			<p>The interview of the RN reflects that the patient was told that she wanted assistance with the transfer only as she was not comfortable with independent transfer as this was a new patient to the nurse and wanted to perform a safe transfer. Request with the no male staff assistance was being respected by the nurse. Chart review with no significant findings.</p> <p><b>Workplace Violence Events - 1</b>  Pt to the ER c/o pain and requesting specific medications for tx. Provider was not comfortable with pain med requested due to the other controlled substances that pt was being prescribed. When pt was told that requested med was not going to be given, pt lunged out of the wheelchair towards the provider, yelling, cursing and screaming at provider/nurse. Nurse was able to get pt to return to the room, however pt continued to yell, scream and curse at staff. Other staff directed to contact PD for</p>	
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			<p>assistance with pt as they continued with aggressive behavior, demanding requested medications. PD arrived and pt would not redirect, provider adamant that requested medication was not going to be given and PD escorted pt out of the building. Due to behavior issues with pt, staff was not able to educate pt on returning to ER for urgent issues or obtain AMA.</p> <p><b>Falls -</b>  <b><i>1 w/o injury;</i></b>  In-pt being assisted with transfer x 2 with gait belt, during the transfer pt reports that it felt like leg was giving out and was not going to be able to complete the transfer. Pt was assisted to the floor as pt was not able to complete the transfer. No injuries noted or reported. Post fall assessment completed by nursing; CP not updated.  Fall precautions in place prior to fall; low bed, nonskid socks, routine rounding, room free of obstructions, call light in reach, pt education, close to nursing station. No increased precautions at this time.</p>	
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			<p><i>1 fall with minor injury;</i> In-pt ambulating with therapy assist x 1 with gait belt, moved walker quickly to the side as patient was "joking around with staff" and lost balance, sustaining a fall. Noted abrasion to shoulder, denies any other pain/injuries. Post fall assessment completed, CP not updated  Fall precautions in place prior to fall; non-skid socks, low bed, call light in reach, room free of obstructions</p> <p><b>Other – 2</b>  1.) SWB pt; limited mobility and incont, noted with open area to buttocks. Wound care ordered multiple treatments and prevention measures for patient, however area continued to decline. Wound care provider noted this area as a deep tissue injury/skin failure due to multiple morbidities (this is not included in wound development of pressure ulcer due to exclusion criteria) wound care services ordered and notified of area, purwick ordered,</p>	
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			<p>LAL mattress, wound care dressing initiated.</p> <p>2.) Outpatient – pt to facility for outpatient services, upon leaving the facility pt drove elec. scooter off the curb next to the w/c ramp, pt was assisted up and back to w/c by staff, noted to have abrasion to elbow. pt assisted up and back to w/c, refused ER evaluation, first aid provided to abrasion area and pt denied any further needs.</p>	
D. Nursing	CCO	<b>2 min</b>	Nursing Documentation updates weekly Nurse meeting on 4/15/2025	
E. Emergency Department	CCO/QM	<b>5 min</b>	<p>1.) ER log compliance – 97%</p> <p>2.) EDTC Data – 79%</p>	<p>1.) CNO is aware of trend with travel nurse not completing ER log, nurse has also been reminded on each occasion that log was incomplete and educated that both the EHR log and book must be completed by QM</p> <p>2.) CNO made aware, multiple reminders have been sent to nurses about making a copy of packet to scan into chart.</p>
F. Pharmacy & Therapeutics (P&T)	Pharmacy	<b>2 min</b>	<p>Next P&amp;T – June 2025</p> <p>After hours access - 100%</p> <p>ADR - 0</p> <p>Med errors – 6</p>	<p>Med errors -</p> <p>1) Dose omitted due to sleeping, documentation not completed.</p> <p>Education to nurse on documentation</p>

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			<p>1) The patient had scheduled pain medication at 2100 and it was not administered by the PM nurse.</p> <p>2) The provider entered a duplicate order for levothyroxine. Two separate dosages were entered by provider. The nurse administered incorrect dosage instead of patient's normal dosage.</p> <p>3) The patient was experiencing vomiting that PO medication did not resolve. An order was received for Phenergan 25 mg IM x 1 dose, but the nurse entered it in as IV. We do not administer Phenergan IV as it is a known vesicant.</p> <p>4) The patient had scheduled fingerstick and it was not performed at 2100.</p> <p>5) The patient did not receive their 2100 dose of laxative.</p> <p>6) The patient did not receive their 1700 dose of Vitamin C.</p>	<p>2) Nurse felt order was incorrect and did not question it. Education to nurse on verification of orders as needed.</p> <p>3) Nurse educated on Phenergan administration. IT corrected medication in the system to no longer be able to be ordered IV</p> <p>4) Nurse educated to carefully review MAR</p> <p>5) Nurse educated to carefully review MAR</p> <p>6) Nurse educated to carefully review MAR</p>
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G. Respiratory Care	RT	<b>2 min</b>	0 unplanned decannulation 100% resp assessments on Chart checks	
H. Wound Care	WC	<b>2 min</b>	No inpatient wounds for the reporting period	Deep tissue injury/skin failure for the reporting period due to multiple comorbs
I. Radiology	RAD	<b>2 min</b>	0- CT reactions 100% - pt site verification	
J. Laboratory	LAB	<b>5 min</b>	RBC Morph education 4/2/25 No blood culture contaminations	
K. Infection Control/Employee Health	IC/EH	<b>5 min</b>	0 – Inpt HAIs 0 – MRDO 0 – VAE 0 – Cdiff 0 – CAUTI 0 - CLASBI	
L. Health Information Management (HIM)	HIM	<b>2 min</b>	100% - D/C Note Compliance 100% - Progress Notes 89% - ED DC Instructions 100% - ED provider Dx	
M. Dietary	Dietary	<b>2 min</b>	100% on cleaning schedules 98% on Daily Meal counts	DM to provide education to staff on completion of documentation
N. Therapy	Therapy	<b>2 min</b>	Gait belt usage – 93% 1.) gait belt not in use by PT/OT during patient co-treatment, pt becoming increasingly agitated with therapy staff. Therapy staff was unable to properly place gait belt during treatment 2.) one pt refused to wear gait belt during gait training with PT staff	1-2.) education to patients regarding the importance of gait belt for safety during transfers and gait
O. Human Resources (HR)	HR	<b>2 min</b>	Annual Evaluations – 100% No new hires for the reporting period	

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P. Business Office	BOM	2 min	Cost Shares – 98% 1 BO specialist did not collect cost shares DL – 96% weekend shift nurses missing getting IDs/INS on 3 visits. 6 visits for SWB were missed.	Cost Shares – BO specialist educated on cost share collection DL - Continue to have BO specialist send missing info to CNO/BOM daily on missing data. CNO is going to make sure floor nurses are obtaining this information with each SWB admission
Q. Environmental Services	EVS	2 min	10/10 on room cleans	
R. Materials Management	MM	2 min	Electronic Requisitions – 100%	
S. Life Safety	PO	2 min	Fire extinguisher Inspections -100% Egress checks – 100%	
T. Emergency Preparedness	EP	2 min	No new hires Events – Tornado Warning and Power outage during the reporting period	
U. Information Technology	IT	2 min	40 IT events for the reporting period	
V. Outpatient Services	Therapy	2 min	Temp logs – 100%	Outpatient therapy services remain busy
W. Strong Minds	N/A	N/A	Coming 2025	
<b>VII. POLICIES &amp; PROCEDURES</b>				
Agenda Item	Presenter	Time Allotted	Discussion/Conclusions	Decision/Action Items
A. Review and <i>Approve</i>	QM	10 min	None	

**Mangum Regional Medical Center**  
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<b>VIII. PERFORMANCE IMPROVEMENT PROJECTS</b>				
<b>IX. OTHER</b>				
<b>X. ADJOURNMENT</b>				
<b>Agenda Item</b>	<b>Presenter</b>	<b>Time Allotted</b>	<b>Discussion/Conclusions</b>	<b>Decision/Action Items</b>
A. Adjournment	QM	1 min	There being no further business, meeting adjourned at 1444 by Chasity seconded by Pam	

<b>MEMBERS &amp; INVITED GUESTS</b>				
<b>Voting MEMBERS</b>				
Kelley Martinez	Nick Walker	Treva Derr	Jessica Pineda	Desare Clinesmith
Pam Esparza	Mark Chapman	Waylon Wigington	Tonya Bowen	Leticia Sanchez
Lynda James (teams)	Chelsea Church (teams)	Dianne (teams)	Dr G (teams)	
<b>Non-Voting MEMBERS</b>				
Denise Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



## Chief Clinical Officer Report May 2025

### Patient Care

- MRMC Education included:
  1. Nursing documentation updates are communicated to nursing staff weekly.
  2. Nurse meeting scheduled for June 23.
- MRMC Emergency Department reports that there are 0 patients Left Without Being Seen (LWBS).
- MRMC Laboratory reports 0 contaminated blood culture set(s).
- MRMC Infection Prevention reports 0 CAUTI.
- MRMC Infection Prevention report 0 CLABSI.
- MRMC Infection Prevention reports 1 HAI and 0 MDRO for the month of May 2025.

### Client Service

- Total Patient Days for May 2025 were 341. This represents an average daily census of 11.0.
- May 2025 COVID-19 statistics at MRMC: Swabs (0 PCR & 16 Antigen) with 3 Positive.

Mangum Regional Medical Center												
Monthly Census Comparison												
	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Inpatient acute	22	13	16	21	12							
Swing Bed	20	11	9	18	10							
Observation	1	2	1	2	3							
Emergency Room	146	142	134	148	135							
Lab Completed	2343	2069	1988	2345	2156							
Rad Completed	178	174	170	236	198							
Ventilator Days	0	0	0	0	0							

### Preserve Rural Jobs and Culture Development

- MRMC hired 1 PM RN house supervisor and two CNA's!
- Patients continue to voice their praise and appreciation for the care received at MRMC. We continue to strive for excellence and improving patient/community relations.



## Chief Executive Officer Report May 2025

### Operations Overview

- The Commissioners have approved the Coontz Roofing contract we look at work to start in June or July.
- Room remodeling is continuing.
- We have been utilizing the Strong Minds van for patient appointments and to take patients home.
- We have also hired a Tech for the Strong Minds program, and we are looking forward to this new service at our facility.
- Clinic census remained steady this month. Out of 25 new patients we have 7 follow ups and 7 pending.
- Looking at clinic collections for May we collected a total of \$489.74 down from \$1,124.74 at time of service.
- In the Month of May, the hospital had total patient payments of \$12,773.39 down from \$16,126.73. Of the total amount \$1,627.00 was upfront collections.
- We continue to work on our outreach and marketing within our community and surrounding areas.
- The functional narrative for the Lab has been submitted to the State Department of Health and we are awaiting their response.



# **Mangum Regional Medical Center**

**2024**

## **Annual Infection Control Risk Assessment and**

## **Annual Infection Control Program Evaluation**

## Annual Infection Control Risk Assessment

Hospital Name: Mangum Regional Medical Center

Date of Report: 03 / 19 / 2025

### PURPOSE

- Provides a basis for infection surveillance, prevention, and control activities.
- Identifies at-risk populations/procedures in the Hospital.
- Assists in focusing surveillance efforts on targeted goals.
- Aids in meeting regulatory and other requirements.
- Provides a basis for developing the Infection Control Plan.
- Identify gaps in infection prevention measures/processes.
- Communication Tool-Provide leadership and patient care providers with known and potential risks which can directly affect the patients we serve.
- Identify infections with the highest probability and potential for harm; life threatening, loss of function, loss of community trust, loss of Hospital good will, financial threat, legal and/or regulatory issues.
- Identify environmental issues/concerns.
- Evaluation of the Hospital's preparedness to eliminate or mitigate the harm or risk of harm.
- The identified risks of greatest importance and urgency are then selected and prioritized.

### Assessment Process

1. Convene a team (e.g., Administrator, Department Leads, Plant Ops, Clinical Personnel, EVS, and frontline staff) to conduct the risk assessment.
2. Identify potential risk factors in each of the following categories:
  - Geography/Weather of Area Served
  - Population & Community Served

- Communication
  - Employees
  - Environment of Care
  - Risk for Infections
  - Emergency Preparedness and Management
  - Education
  - Treatment and Care Practices
  - Other areas identified by the Hospital
3. Assess and score each potential risk factor based on the following:
- a. **Potential impact** of the event/condition on patients and personnel, determined by evaluating the potential for patient illness, injury, infection, death, need for admission as an inpatient; the potential for personnel illness, injury, infection, shortage; potential to impact the Hospital’s ability to function/remain open; and degree of clinical and financial impact.
  - b. **Probability of the event/condition occurring** determined by evaluating the risk of the potential threat actually occurring. Information regarding historical data, infection surveillance data, the scope of services provided by the Hospital, and the environment of the surrounding area (topography, interstate roads, chemical plants, railroad, ports, etc.) are considered when determining this score.
  - c. **Hospital’s preparedness** to deal with the event/condition determined by considering policies and procedures already in place, staff experience and response to actual situations, and available services and equipment.
4. After risk scores are assigned in the three assessment groups, total the numbers in each group to provide a numerical risk level for each event/condition.
5. Rank the events/conditions from the highest to lowest score in the table provided. Select the risks with the highest scores for priority focus for developing the annual Infection Control and Prevention Plan (ICPP). NOTE: Some events/conditions with a lower score may be selected because they are a regulatory requirement.
6. The Infection Control Risk Assessment (ICRA), ICPP, and the Annual Infection Control Program Evaluation should be reviewed and approved by the Hospital’s Infection Control and Patient Safety and forwarded to the Medical Staff and Governing Board for review and approval. The ICRA and ICPP should be reviewed annually (and sooner if circumstances change).
7. The following personnel conducted or assisted in the development of the ICRA:

Name & Title	Department	Name & Title	Department	Name & Title	Department	Name & Title	Department	Name & Title	Department
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Meghan Smith RN	IP/EH	Ivy Bowden BSN, RN, CIC April Summerlin BSN, RN, CIC	IP Consultant	Nicholas Walker, BSN RN	CCO	Kelley Martinez CEO, Emergency Prep Manager	Emergency Preparedness	Mark Chapman	Plant OPS
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8. The ICRA was shared with others to solicit comments and feedback.
9. How to compute the numerical risk level of each item:
  - a. Enter a number value for each question in the Risk Grid based on the information and data collected (e.g., med = 2).
  - b. Each question should have a numeric value.
  - c. Once all the questions are answered add the numeric values for each question for the total Numeric Risk Level Score (e.g.,  $3 + 2 + 1 = 6$ ).
  - d. A numerical risk level of nine (9) is identified as the highest perceived potential risk.
  - e. Based on the Risk Assessment the Infection Preventionist and Hospital can determine the top three (3) most problematic infection control risks to the Hospital, patients, and/or staff. The Risk Assessment shall help guide the IP and the team to establish goals in a collaborative manner. The team shall develop goals and measurable objectives to combat these risks and implement plans to ensure the success of the Infection Control Program.
10. Establish time to review risk assessment goals, objectives, strategies, and progress on a routine schedule (e.g., monthly). Document progress, successes, failures, and readjustments to strategies to ensure objectives are successfully met.
11. Ensure initial and ongoing revisions, progress, and action plans of the ICRA are submitted concurrently and reviewed by the appropriate Hospital committees (Infection Control, Quality and Patient Safety, Medical Staff, and Governing Board).

## HOSPITAL DEMOGRAPHICS

Mangum Regional Medical Center is located at 1 Wickersham Dr, Mangum, Ok 73554, Greer County. The hospital is an 18-bed hospital. The hospital maintains an emergency department, outpatient, and inpatient services for acute, observation, and skilled levels of care. The hospital employs 59 employees. The medical staff is comprised of 9 providers and/or practitioners which includes physicians, nurse practitioners, and physician assistants. medical specialties include (infectious disease, wound, pulmonary, etc.). Health care service lines include nursing, respiratory, lab, radiology, dietary, therapy, wound care, telemedicine, and outpatient senior mental health services.

## GEOGRAPHY/TOPOGRAPHY/WEATHER OF THE AREA SERVED

Geographical & Environmental Factors	Characteristics That Increase Risk	Characteristics That Decrease Risk
<ol style="list-style-type: none"> <li>1. Mangum, OK- Greer County is a rural area with farming and livestock.</li> <li>2. Towns include Granite, Willow and Mangum.</li> <li>3. Nearby- Blair, Duke, Lone Wolf, Hollis, Olustee, Altus, Elk City, Reed, Brinkman, Erick, Sayre.</li> <li>4. Altus Air Force Base</li> <li>5. Mangum Brick Plant</li> <li>6. Rattle Snake Festival- every April</li> <li>7. Quartz Mountain, Lake Altus-Lugart, Hollis</li> <li>8. Geography ranges from flat lands to mountains. Many hiking trails with wildlife present.</li> </ol>	<ol style="list-style-type: none"> <li>1. Rural, two-lane roads.</li> <li>2. Interstate/major highway access is 30 miles/29 minutes away.</li> <li>3. Large tractors and farm equipment utilizing public access roads.</li> <li>4. Weather/natural events: drought, high winds, and wildfires</li> <li>5. Lack of public transportation.</li> <li>6. Rural phone and internet service providers.</li> <li>7. Lack of dependable cellular phone and internet service.</li> <li>8. 152 miles to major medical services in Oklahoma City.</li> </ol>	<ol style="list-style-type: none"> <li>1. Low crime rate.</li> <li>2. Low probability for chemical, mass casualty, and hazardous events.</li> <li>3. Community resources: local police and fire departments, first responders.</li> <li>4. Appendix 1 Hazard and Vulnerability Assessment performed 2025 by EP</li> <li>5. Appendix 2 Building Risk Assessment performed 2024 by EP</li> </ol>

Event/Condition	What is potential impact of event/condition on patients & staff?				What is probability of event/condition occurring?				What is Hospital's preparedness to deal with this event/condition?				Numerical Risk Level
Risk Level	High (3)	Med (2)	Low (1)	None (0)	High (3)	Med (2)	Low (1)	None (0)	None (3)	Poor (2)	Fair (1)	Good (0)	Total
Weather		2				2						0	4
Wildlife Exposure		2				2						0	4

## POPULATION & COMMUNITY SERVED

Population Served	Characteristics That Increase Risk	Characteristics That Decrease Risk
<ol style="list-style-type: none"> <li>Total Population in 2024: 2740</li> <li>The median age group is 32.3.</li> <li>Age greater than 65 years: 22 %</li> <li>Veteran Status: 7.1 - 141 total registered: 118 males, 23 females.</li> <li>Foreign born population: 0.8%.</li> <li>Language other than English spoken at home: Spanish 4.1%.</li> <li>High School Graduate: 79.6%</li> <li>Bachelors: 19.2%.</li> <li>Median Per Capita income: \$23,538</li> <li>Median Household income: \$56,875 with an average of 2.3 persons/household.</li> </ol>	<ol style="list-style-type: none"> <li>Rising unemployment rate of 3.5% for December 2024</li> <li>Tobacco abuse of 39.6% compared to 23.3% of OK.</li> <li>Poverty rate of 21.2%</li> <li>19.9% pop. without health insurance.</li> <li>Teen birth rate of 3.2% (24.1% in OK).</li> <li>Declining employment.</li> <li>35% OK pop. with mental illness (national rate: 19.86%).</li> <li>Suicide rate of 27.5-39.2/100k (22/100k in OK).</li> <li>15.7% adults admit to binge drinking</li> <li>41% of adults are obese.</li> <li>40.1% do not engage in physical exercise (33.4% in OK).</li> <li>Poor diet choices: 24.2% get recommended daily serving of vegetables.</li> <li>Unintentional Injury Death rate/100k pop: 96 (Greer) 76 (OK).</li> <li>Housing availability: 1439 housing units; 79% occupied; 63% of those occupied by owner.</li> <li>Limited EMS available.</li> <li>41.31% of Greer County in an “Severe” drought (Drought.gov).</li> <li>Extreme heat; 113 degrees at highest.</li> </ol>	<ol style="list-style-type: none"> <li>80.4% pop. with health coverage.</li> <li>One local pharmacy, Puckett’s</li> <li>Clinics/Free clinics located in Hollis and Altus: Shortgrass.</li> <li>Two Primary Care Clinics: Mangum Family Medicine and JCMH Family Care Clinic of Mangum.</li> <li>One mental health/substance abuse facility: Red Rock in Elk City.</li> <li>One local nursing home: Mangum Skilled Nursing and Rehab.</li> <li>Hospitals nearby: Hobart (Elk View), Elk City (GPRMC), Altus (JCMH).</li> <li>Greer County Health Department in Mangum.</li> <li>#Healthier OK health initiative. Oklahoma Health Improvement Plan (OHIP).</li> </ol>

Event/Condition	What is potential impact of event/condition on patients & staff?				What is probability of event/condition occurring?				What is Hospital’s preparedness to deal with this event/condition?				Numerical Risk Level
Risk Level	High (3)	Med (2)	Low (1)	None (0)	High (3)	Med (2)	Low (1)	None (0)	None (3)	Poor (2)	Fair (1)	Good (0)	Total
People with chronic conditions	3					2						0	5

Access to specialty providers. (cardiology, nephology, etc)	3					2						0	5
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## COMMUNICATION

Hospital Communications Internal/External	Characteristics That Increase Risk	Characteristics That Decrease Risk
<ol style="list-style-type: none"> <li>1. Current communication system: Phone, IT, interfacility communication; faxes, email, mail, cell phones, two-way radios.</li> <li>2. Alternate communication Emergency contact list/phone tree.</li> <li>3. The Oklahoma Health Alert Network (OK-HAN) system is an emergency communication system used to distribute emergent health-related information to healthcare providers and public health partners of which the Hospital subscribes as well as communication and guidance from other entities (e.g., CDC, HICPAC, APIC, EPIC, etc.).</li> <li>4. The Infection Control Department actively communicates with Hospital leadership and staff on infection control prevention, risks, standards, and evidence-based practices.</li> </ol>	<ol style="list-style-type: none"> <li>1. Communication failure due to weather/natural events.</li> <li>2. Frequent equipment breakdown.</li> <li>3. Areas with poor to no cellular service.</li> </ol>	<ol style="list-style-type: none"> <li>1. Appendix 3: List of Disaster Contacts and Emergency Response Partners available for use.</li> <li>2. Back-up communication systems to consist of: two-way radios, EMS scanner, employee cell phones.</li> <li>3. Internal &amp; emergency contact lists.</li> <li>4. Emergency Preparedness coordinator in-house.</li> <li>5. Practice drills performed on a regular basis to assess communication systems and development of action plans to address failures.</li> <li>6. MERC contact and communications and regional planning group.</li> <li>7. Fiber-optic phone lines underground.</li> <li>8. Scanners to communicate with emergency partners.</li> <li>9. Dedicated phone line to call Air-Evac team.</li> <li>10. Consider the use of runners in case of internal communication failures.</li> <li>11. The Infection Control Department maintains situational awareness for active, potential, and/or emerging infectious disease events and/or situations that could impact the health and safety of the Hospital, patients, staff, and community. The hospital takes active steps and actions to plan, prepare, and mitigate any such risks.</li> <li>12. Education and training by the IC department to staff and department managers on preventing infections, implementation of evidence-based practices, and other topics that affect the care and health of patients and staff.</li> </ol>

Event/Condition	What is potential impact of event/condition on patients & staff?				What is probability of event/condition occurring?				What is Hospital's preparedness to deal with this event/condition?				Numerical Risk Level
Risk Level	High (3)	Med (2)	Low (1)	None (0)	High (3)	Med (2)	Low (1)	None (0)	None (3)	Poor (2)	Fair (1)	Good (0)	Total
Weather			1				1				1		3
Poor internet/phone service			1				1					0	2

## EMPLOYEES

Employees	Characteristics That Increase Risk	Characteristics That Decrease Risk
<ol style="list-style-type: none"> <li>1. MRMC currently employees 59 individuals and 9 medical providers.</li> <li>2. The hospital does have to utilize several contract and agency staff members.</li> <li>3. Employee Health Nurse keeps a health record for all core and agency staff members.</li> </ol>	<ol style="list-style-type: none"> <li>1. Failure of staff to adhere to infection control standards &amp; safe practices.</li> <li>2. Mask and PPE fatigue resulting in decreased vigilance of masking while in Hospital.</li> <li>3. Vaccine hesitancy and declinations to obtain Covid or Influenza vaccines.</li> <li>4. General lack of knowledge regarding infection prevention and rationales for protocols.</li> <li>5. Moderate to low rates of community spread of Covid-19.</li> <li>6. Temporary agency staffing for nursing with relatively few "core" staff nurses to provide continuity and consistency.</li> </ol>	<ol style="list-style-type: none"> <li>1. Staff training upon hire; CAUTI, CLABSI, MDRO, HAI prevention, bloodborne pathogens</li> <li>2. Annual infection control and prevention training</li> <li>3. Surveillance activities to monitor PPE and handwashing compliance.</li> <li>4. Employee illness plan &amp; policy to comply with current CDC isolation guidelines.</li> <li>5. Employee tracking of illness with mandatory isolation per CDC guidelines for infectious disease.</li> <li>6. Effective screening program for employee immunizations and required HCW testing in place prior to beginning shifts.</li> <li>7. Hepatitis B vaccination offered free of charge. Annual influenza vaccine clinic. Vaccine is offered free of charge to all employees.</li> <li>8. The Hospital has a sharp safety program and utilizes devices equipped with safety mechanisms to prevent a sharp injury.</li> <li>9. The Hospital has a bloodborne pathogens plan designed to protect staff from exposure to infectious diseases in blood and other body fluids.</li> <li>10. The Hospital maintains PPE and hand hygiene supplies that are readily available for use by staff and visitors to prevent the transmission of infection.</li> <li>11. The Hospital utilizes transmission-based signage in the patient care area to inform staff and visitors of the type of precautions and PPE needed for protection.</li> </ol>

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Event/Condition	What is potential impact of event/condition on patients & staff?				What is probability of event/condition occurring?				What is Hospital's preparedness to deal with this event/condition?				Numerical Risk Level
Risk Level	High (3)	Med (2)	Low (1)	None (0)	High (3)	Med (2)	Low (1)	None (0)	None (3)	Poor (2)	Fair (1)	Good (0)	Total
PPE Fatigue	3					2						0	5

## ENVIRONMENT OF CARE

Environment	Characteristics That Increase Risk	Characteristics That Decrease Risk
<ol style="list-style-type: none"> <li>Damaged hospital roof</li> <li>Biohazard waste management program.</li> <li>Routine upgrades/maintenance to facility.</li> <li>Trained EVS staff.</li> <li>Facility uses EPA &amp; Hospital-approved cleaners and disinfectants.</li> <li>Appropriate storage areas for dirty and clean items.</li> <li>Appropriate infection prevention measures implemented with construction/renovations activities.</li> <li>Appropriate area for high-risk areas (biohazard storage area, dirty utility, etc.)</li> </ol>	<ol style="list-style-type: none"> <li>The roof has significant leaks in several parts of the hospital, causing damage to OR 2 and in Radiology near radiology imaging equipment. Leaks lead to saturated ceiling tiles which can harbor mold growth.</li> <li>Overall lack of knowledge by staff on cleaning/disinfecting and best practices.</li> <li>Failure of staff to adhere to established cleaning policies.</li> <li>Decreased space available for equipment storage.</li> <li>General age of hospital building and lack of infrastructure.</li> <li>Lack of official tag-out process for malfunctioning equipment.</li> <li>Nursing workstations in hallways.</li> <li>Lab housed in separate facility external to hospital presenting multiple safety issues as lab staff must cross parking lot to access hospital. These include exposure to icy conditions, high winds/tornados, snow/rain, etc. as well as exposure to potentially dangerous community members such as disgruntled patients (ED) and family members, patients who left AMA, and those members responsible for local crimes such as drugs and theft.</li> </ol>	<ol style="list-style-type: none"> <li>The hospital administration is working with the hospital board to move through necessary steps to repair the roof.</li> <li>Daily reporting to EVS staff of maintenance issues in patient rooms (clipboard at nurses' station).</li> <li>Plant Ops dept. to care for and manage the Hospital's physical, mechanical, and structural environment.</li> <li>Environment of care rounding every quarter with rapid correction of findings and implementation of new actions.</li> <li>Onboarding education about Safety Data Sheets and where to find them.</li> <li>Dedicated IP nurse and trained EVS staff.</li> <li>Biohazard waste management program with dedicated Biohazard space for waste containment.</li> <li>Continued commitment to upgrades required to facility to maintain compliance.</li> <li>Dedicated aseptic space to prepare intravenous solutions for patients.</li> <li>IV poles and pumps bagged and tagged upon cleaning.</li> </ol>

		<p>11. Appendix 1 Hazard and Vulnerability Assessment—performed 2025 by EP. Appendix 2 Building Risk Assessment performed 2024 by EP.</p> <p>12. The IP and Plant Ops Manager discusses and reviews all construction projects and completes an ICRA if indicated by scope and nature of the project.</p> <p>13. Sharps containers are available in-patient rooms and areas where sharps are used for safe disposal.</p> <p>14. Equipment is inspected on a yearly basis or as recommended by manufacturer instructions.</p> <p>15. PPE and hand hygiene supplies are readily accessible for use by staff.</p>
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Event/Condition	What is potential impact of event/condition on patients & staff?				What is probability of event/condition occurring?				What is Hospital's preparedness to deal with this event/condition?				Numerical Risk Level
Risk Level	High (3)	Med (2)	Low (1)	None (0)	High (3)	Med (2)	Low (1)	None (0)	None (3)	Poor (2)	Fair (1)	Good (0)	Total
Staff Adherence to Policies		2				2						0	4
Roof Damage	3				3					2			8

## RISK FOR INFECTIONS

<b>Device Related Infections</b>	<b>Characteristics That Increase Risk</b>	<b>Characteristics That Decrease Risk</b>
Foley Catheters Central Lines PICC Lines.	<ol style="list-style-type: none"> <li>1. Inconsistent adherence to infection prevention practices.</li> <li>2. Staffing shortages.</li> <li>3. Missed preventative care outlined in bundled prevention elements.</li> <li>4. Altered level of consciousness in patient that interferes with appropriate care of lines and catheters.</li> <li>5. Bowel incontinence.</li> <li>6. Catheter insertion not performed using aseptic technique.</li> </ol> <p>High-risk patient population.</p>	<ol style="list-style-type: none"> <li>1. Staff training upon hire and annually.</li> <li>2. Implementation of CLABSI and CAUTI bundle elements.</li> <li>3. Surveillance activities to monitor compliance of Bundle elements with associated provision of just in time training, if needed.</li> <li>4. Nurse driven protocol and IDT communication to encourage removal of lines when no longer needed as well as interdisciplinary review of line for necessity.</li> <li>5. Analyze trends/patterns and implementation of corrective actions to prevent or reduce infections.</li> <li>6. Weekly dressing changes to PICC lines performed by staff. IP to monitor.</li> <li>7. Clinical staff have access to Lippincott's procedural manual for education and assistance with device utilization.</li> <li>8. Surveillance of staff hand hygiene and PPE practices.</li> <li>9. Surveillance for adherence to infection control bundles (e.g., CAUTI, CLABSI, and VAE).</li> </ol>
<b>Diarrheal Diseases</b>	<b>Characteristics That Increase Risk</b>	<b>Characteristics That Decrease Risk</b>
C. diff	<ol style="list-style-type: none"> <li>1. Prolonged antibiotic use.</li> </ol>	<ol style="list-style-type: none"> <li>1. Effective antibiotic stewardship program.</li> </ol>



	<ol style="list-style-type: none"> <li>2. Use of PPIs.</li> <li>3. High-risk patient population.</li> <li>4. Delayed placement of patient on isolation precautions.</li> <li>5. Ineffective hand hygiene and PPE compliance of staff.</li> <li>6. Failure to effectively disinfect the environment and medical equipment.</li> <li>7. Delayed identification of disease.</li> <li>8. Patients with past or prolonged Hospitalization.</li> <li>9. Staffing shortages.</li> <li>10. Untimely and/or inadequate specimen collection.</li> <li>11. Inappropriate use and/or antibiotic overuse.</li> </ol>	<ol style="list-style-type: none"> <li>2. Rapid and strict isolation with use of enteric precautions.</li> <li>3. Appropriate cleaning &amp; disinfecting techniques by EVS.</li> <li>4. Staff compliance with C. diff precautions.</li> <li>5. Education to staff regarding severity of disease and need for early identification.</li> <li>6. Use of dedicated patient-care equipment.</li> <li>7. Implementation of daily patient bathing with soap and water.</li> <li>8. Early identification of at-risk patients.</li> </ol>
<b>-Respiratory Diseases</b>	<b>Characteristics That Increase Risk</b>	<b>Characteristics That Decrease Risk</b>
Flu, Colds, MDRO's, Novel Viruses	<ol style="list-style-type: none"> <li>1. Staffing shortages/inconsistencies, ongoing.</li> <li>2. Transmissibility and virulence of viruses or bacteria.</li> <li>3. Lack of flu/pneumococcal/COVID immunization of employees &amp; patients.</li> <li>4. Immunosuppression of patients.</li> <li>5. Failure of staff to adhere to infection control measures.</li> <li>6. Community/staff prevalence of illness.</li> <li>7. Corona virus and subsequent mutations.</li> <li>8. Monkeypox virus emergence.</li> <li>9. Data suggestive of identification and lack of care for tuberculosis infections.</li> <li>10. Reopening of Hospital entrance and decreased restriction on visitation in effort to change from pandemic-level care to endemic precautions.</li> <li>11. Increase in novel viruses and respiratory illnesses (influenza, RSV).</li> <li>12. Heightened risk for Ebola, poliovirus, monkey pox, cholera.</li> </ol>	<ol style="list-style-type: none"> <li>1. Patient/Employee screening for flu vaccination and administration as indicated. Employees who refuse flu vaccine are required to wear face mask with direct patient contact until end of flu season.</li> <li>2. Novel coronavirus screening and detection.</li> <li>3. Properly performed hand hygiene.</li> <li>4. Transmission and respiratory/cough etiquette precautions.</li> <li>5. Monitoring updates, OSDH alerts, distribution of educational materials, use of monkeypox screening tool.</li> <li>6. Consulting Cohesive COVID Task Force.</li> <li>7. Active surveillance by IP for flu, colds, and novel viruses.</li> <li>8. Increased awareness of staff to presence of heightened risk of monkeypox, poliovirus, Ebola, RSV, influenza, and respiratory illness of unknown source.</li> <li>9. Daily monitoring of culture results.</li> <li>10. Maintain awareness of local, state, national occurrences of respiratory and other diseases such as tuberculosis and implementation of appropriate actions and precautions as indicated.</li> </ol>

	13. Lack of screening for recent travel in Hospital and ER patients.	
<b>Significant Organisms</b>	<b>Characteristics That Increase Risk</b>	<b>Characteristics That Decrease Risk</b>
MRSA, VRE, ESBL's, CRE	<ol style="list-style-type: none"> <li>Staffing shortages/inconsistencies.</li> <li>High-risk patient population, esp. those from long-term care facilities.</li> <li>Inadequate/untimely specimen collection.</li> <li>Widespread prevalence of significant organisms.</li> <li>History of hospitalization in patient population.</li> <li>Staff compliance with hand hygiene and PPE use.</li> <li>Failure to effectively disinfect the environment and medical equipment.</li> <li>Delayed identification of infection.</li> <li>Staff uncertainty with isolation standards and guidelines.</li> <li>Patients who require use of indwelling devices.</li> <li>Patient colonization of significant organisms that result in infection.</li> </ol>	<ol style="list-style-type: none"> <li>Daily culture surveillance to monitor results.</li> <li>Rapid identification and strict isolation of patients with infections.</li> <li>PIP is in place to improve PPE compliance to reduce the spread of infection.</li> <li>Antibiotic stewardship with antibiotic regimen change, if required, based on sensitivity.</li> <li>Education to staff re: appropriate cleaning &amp; disinfecting techniques.</li> <li>Encouraging staff compliance with transmission precautions.</li> <li>Education to staff regarding severity of disease, consequences of transmission, and need for early identification.</li> <li>Subscription to OSDH OK-HAN for updates.</li> <li>PPE and hand hygiene supplies readily available and accessible to staff and visitors.</li> <li>Transmission-based signage posted at patient's room entrance to notify staff and visitors of precautions required prior to entering room.</li> </ol>

Event/Condition	What is potential impact of event/condition on patients & staff?				What is probability of event/condition occurring?				What is Hospital's preparedness to deal with this event/condition?				Numerical Risk Level
Risk Level	High (3)	Med (2)	Low (1)	None (0)	High (3)	Med (2)	Low (1)	None (0)	None (3)	Poor (2)	Fair (1)	Good (0)	Total
CAUTI		2					1					0	3
MDRO		2				2						0	4

## TREATMENT AND CARE PRACTICES

Treatment & Care Practices	Characteristics That Increase Risk	Characteristics That Decrease Risk
Treatment & Care of the Patient	<ol style="list-style-type: none"> <li>1. Failure to collect specimens in an appropriate and timely manner.</li> <li>2. Culture results not received in timely manner.</li> <li>3. Lack of appropriate hand hygiene and/or PPE use by staff with isolated patients.</li> <li>4. Ineffective cleaning/disinfecting medical equipment and surrounding environment.</li> <li>5. Inadequate staff education and training regarding evidence-based practices.</li> <li>6. Staff not following recommended infection control guidelines.</li> <li>7. Staff inconsistencies/staffing shortages.</li> <li>8. Failure to identify high risk patients in a timely manner.</li> <li>9. Lack of dedicated patient care equipment.</li> <li>10. There is no official antibiotic stewardship program per pharmacy.</li> <li>11. Inappropriate antibiotic use.</li> <li>12. Patient non-compliance with prescribed treatment.</li> </ol>	<ol style="list-style-type: none"> <li>1. Rapid and strict isolation of patients.</li> <li>2. Low nurse-to-patient ratios.</li> <li>3. Readily available and plentiful PPE in accessible door-front caddies.</li> <li>4. Daily stocking of PPE carts.</li> <li>5. New hand sanitizing devices/equipment (pending delivery).</li> <li>6. Nursing education/remediation and feedback per required need.</li> <li>7. Education to housekeeping staff of appropriate cleaning &amp; disinfecting techniques.</li> <li>8. Encouragement of staff compliance with infection prevention measures.</li> <li>9. Dedicated IP for program of culture surveillance and practice adherence monitoring.</li> <li>10. Weekly IDT meeting (interdisciplinary team meeting) to discuss patient's plan of care and adjust the patient's plan of care to meet the needs of the patient).</li> <li>11. Appropriate use of antibiotics.</li> <li>12. Patient education specific and individualized to their medical condition.</li> <li>13. Include patient and/or family/patient representative in the plan of care.</li> </ol>

Event/Condition	What is potential impact of event/condition on patients & staff?				What is probability of event/condition occurring?				What is Hospital's preparedness to deal with this event/condition?				Numerical Risk Level
Risk Level	High (3)	Med (2)	Low (1)	None (0)	High (3)	Med (2)	Low (1)	None (0)	None (3)	Poor (2)	Fair (1)	Good (0)	Total
Lack of appropriate hand hygiene and/or PPE use by staff with isolation patients.		2				2						0	4

## EMERGENCY PREPAREDNESS & MANAGEMENT

Emergency Preparedness	Characteristics That Increase Risk	Characteristics That Decrease Risk
<ol style="list-style-type: none"> <li>Emergency Plans/Drills.</li> <li>Safety officer.</li> <li>Staff Training, annual.</li> <li>Plan for emerging infectious disease /influx of infectious patients (e.g., polio, monkey pox, COVID-19 variants, Ebola, RSV).</li> </ol>	<ol style="list-style-type: none"> <li>Lack of knowledge surrounding local events and situations with potential for impact on Hospital.</li> <li>Commute time for a large portion of employees who live outside of Mangum and community.</li> <li>No on-site security guards; will require 911 to be called.</li> <li>One true isolation room for airborne illnesses.</li> <li>Lack of EMS transportation for emergency relocation.</li> <li>Emerging or re-emerging infectious disease or novel viruses.</li> <li>Distance to larger communities with more resources: <ul style="list-style-type: none"> <li>25 miles / 32 min drive to Altus, OK.</li> <li>42 miles / 44 min drive to Elk City, OK.</li> <li>152 miles / 2 hr. 17 min drive to OKC.</li> </ul> </li> </ol>	<ol style="list-style-type: none"> <li>EP plan in place; safety officer named (K. Martinez CEO) Annual Risk Assessments performed per policy.</li> <li>Drills/events with immediate post-drill review of performance to identify need for corrective action.</li> <li>Policy and Procedure for potential infectious outbreaks with hard copy binders at nurses' station (Appendix 12: Pandemic Disease Plan)</li> <li>EMS scanner at nurses' station for up-to-date emergency information and to coordinate with emergency response partners.</li> <li>Staff training upon on hire and annually, and as needed.</li> <li>The IP monitors for influenzae viruses to help establish, maintain, and expand flu surveillance. Utilizes CDC and the OSDH site to find out when and where influenza activity is occurring, tracking influenza related illness, determines what influenza viruses are circulating, and detects changes in influenza viruses.</li> <li>The IP maintains situational awareness of emerging infectious disease events that have the potential to impact patients, staff, visitors, and the community and takes steps to prepare and plan for such an event.</li> </ol>

Event/Condition	What is potential impact of event/condition on patients & staff?				What is probability of event/condition occurring?				What is Hospital's preparedness to deal with this event/condition?				Numerical Risk Level
Risk Level	High (3)	Med (2)	Low (1)	None (0)	High (3)	Med (2)	Low (1)	None (0)	None (3)	Poor (2)	Fair (1)	Good (0)	Total
Lack of staff training in emergency preparedness		2					1				1		4
Employee commute		2					1					0	3

## EDUCATION AND COMPETENCY EVALUATION

Education & Competency Evaluation	Characteristics That Increase Risk	Characteristics That Decrease Risk
Performed every quarter, upon hire, and on-demand as need arises.	<ol style="list-style-type: none"> <li>1. Lack of staff awareness of policy and procedure.</li> <li>2. Lack of consistent core staff familiar with Hospital policies and procedures.</li> <li>3. Travel distance to extracurricular educational offerings.</li> <li>4. Difficulty communicating necessary information to entire staff.</li> <li>5. Few opportunities to conduct in-person meetings and training.</li> </ol>	<ol style="list-style-type: none"> <li>1. Quarterly Skills Fair topics with mandatory attendance.</li> <li>2. Care learning for annual competencies.</li> <li>3. Onboarding/new hire education.</li> <li>4. Read and sign educational bulletins as a situation requires.</li> <li>5. Practice drills/codes performed.</li> <li>6. Targeted education for all staff to include agency and core.</li> <li>7. Analysis of IC data/trends and quality indicators to drive educational offerings.</li> <li>8. Weekly visits by corporate IP for guidance and direction.</li> <li>9. BLS/ACLS/PALS classes are offered routinely.</li> <li>10. Cohesive Healthcare educational leadership.</li> </ol>

Event/Condition	What is potential impact of event/condition on patients & staff?				What is probability of event/condition occurring?				What is Hospital’s preparedness to deal with this event/condition?				Numerical Risk Level
Risk Level	High (3)	Med (2)	Low (1)	None (0)	High (3)	Med (2)	Low (1)	None (0)	None (3)	Poor (2)	Fair (1)	Good (0)	Total
Attendance		2				2						0	4
Lack of drills/in person training		2				2						0	4

RISK ASSESSMENT & INFECTION CONTROL PLAN FOR 2025

Summary of Previous Year Goals 2024

1. Decrease number of CAUTIs by 50%.
2. Decrease number of HAIs by 50%.

Summary of Goals for 2025

1. Reduce the number of Hospital Associated Infections. (CAUTI's, MDRO's, CLABSI, C. diff, NVHAP)
2. IP will ensure the Antimicrobial Stewardship Plan is reported and reviewed at each IC Committee meeting.

ANNUAL INFECTION CONTROL PROGRAM EVALUATION

Review of Infection Control Indicators

Indicator	Previous 2024	Past Recent 2023	Comments/Actions (As Applicable)
CAUTI	2	2	<p>2 CAUTI/849 total IUC days for total infection rate for 2024= 2.36%. Benchmark 1.0</p> <p>Actions:</p> <ol style="list-style-type: none"> <li>1. Initiate education module for nursing regarding Hospital-acquired urinary tract infections/CAUTIs with focus on maintaining cleanliness in an environment of incontinence.</li> <li>2. Staff re-educated about the importance of performing excellent peri care and catheter care each shift and more often as needed for linen and incontinence brief changes.</li> <li>3. Consider addition of peri/catheter care task to EMAR for daily check off by nursing; will discuss with CCO and IT to determine feasibility.</li> <li>4. Increase use of external urine drainage management systems (example: male condom catheters and Pure wicks for females).</li> <li>5. Continue education regarding rationale for bundle compliance measures.</li> <li>6. Continue monitoring and surveillance of CAUTI bundle compliance and line necessity.</li> </ol>
CLABSI	1	1	<p>1 CLABSI/1223 total central line days.</p> <p>Actions:</p> <ol style="list-style-type: none"> <li>1. Educate staff that hand hygiene is a key component of any effective patient safety and infection prevention program.</li> <li>2. Aseptic technique, a method used to prevent contamination with microorganisms, is recommended by the evidence-based guidelines for all instances of insertion and care of central venous catheters (CVCs).</li> <li>3. When preparing to insert CVCs, health care personnel should be attentive to maximal sterile barrier precautions, skin preparation, catheter selection, and use of catheter kits or carts.</li> <li>4. Using an insertion checklist can improve adherence to best practices and reduce error.</li> <li>5. Proper maintenance of CVCs includes disinfection of catheter hubs, connectors, and injection ports and changing dressings over the site every two days for gauze dressings or every seven days for semi-permeable dressings.</li> </ol>

			6. A dressing should also be changed if it becomes damp, loose, or visibly soiled. 7. Health care personnel must ensure that a patient's CVC is removed or replaced at the appropriate time and in a safe manner. Continue monitoring and surveillance of CLABSI bundle
MRSA Bacteremia	0	0	Will continue to monitor this indicator due to the risk nature of MRSA bacteremia. Add what you think contributed to this good result e.g., HH, PPE compliance by staff, lines used for necessary indication and duration and removed when no longer needed, maintaining a clean and sanitary environment or anything else you may feel contributed.
MDRO	3	0	IP will continue to monitor and report for MDRO's in 2025.
C. diff	3	0	IP will continue to monitor and report for C. diff events in 2025.
Ventilator Associated Event	0	0	IP will continue to monitor and report for VAE's in 2025.
Hand Hygiene Compliance	97	97	Indicator demonstrated no change during 2024. IP will continue to monitor negative trends and implement corrective action as needed to ensure threshold is above or exceeds recommended threshold, educate, and report in 2025.
PPE Compliance	96	99	Indicator demonstrated positive increase during 2025. IP will continue to monitor negative trends and implement corrective action as needed to ensure threshold is above or exceeds recommended threshold, educate, and report in 2025.

### Review of Employee Health Program

Indicator	Previous 2024	Past Recent 2023	Comments/Actions (As Applicable)
Employee Injuries	3	8	Employee Health Nurse will continue to monitor, report, and follow up on all employee injuries. EHN will encourage employees to report all work-related injuries in a timely manner and complete an appropriate incident report and follow up.
Employee Light Duty Days	0	0	
Employee Total Temporary Disability Days	0	0	



Employee Influenza Vaccination Compliance	<b>60%</b>	<b>67%</b>	IP will continue to educate and encourage employees to participate in Employee Influenza Vaccine Program.
Employee Influenza Occurrences	<b>3</b>	<b>1</b>	

### **New Services Added (for the previous year; insert year)**

### **Annual Updates to Infection Control Program (for the previous year; insert year)**

#### **1. Education**

##### **a. Staff**

- 1/9/2024: Veraflow/VAC/Veraflo Cleanse Choice education by J Lindquist, BSN, RN, 3M WCCS
- 2/12/24-2/14/24: ACLS, PALS, BLS
- 2/21/24: C. diff
- 3/28/24: Preventing NVHAP; EKG basics; Nursing Bedside Report; Case management; Legal documentation by Medpro
- 6/28/24: Candida auris
- 9/27/24: Influenza immunization education
- 10/23/24-10/24/24: Skills Fair
  - Advance Directive/DNR; STEMI; Chest Tube; Infection Control; PPE; Isolation; Blood culture draw; CAUTI and CLABSI prevention; Blood Administration; Wound Care; Enteral tube management; Dietary; Documentation; Respiratory

##### **b. IP**

- Weekly Education with Cohesive Corporate IP
- EPIC Annual Conference
- Monthly In-service Meeting with Cohesive IP team
- Bi-weekly Cohesive Lunch and Learn

- Oklahoma Hospital Association Infection Control Bootcamp

## 2. Changes to Program

- i. none

## 3. Policies

## 4. New Procedures/Protocols

- Sepsis screening to be completed daily on all inpatient patients and all ED patients

## 5. Infection Control Initiatives

- Avian Flu plan
- C. auris education and prevention
- OSHD walk through and education to prevent C. auris.
- Antibiotic Stewardship Plan
- Senti 7 implementation
- Influenza Employee vaccinations

## 6. Conferences

- Epic Annual Conference 11/15/24 topics included:
  - Preparing to Care for Special Pathogen Patients
  - Foundation to Surgical Stewardship Using a Bundle as a Foundation to Prevent SSI's.
  - You Can't Manage What You Don't Measure.
  - Fostering a Culture of Essential Evidence-Based Patient Care.
  - Oklahoma Disease Update.
- ICRA training 6/2024
- Infectious Disease Training through OSHD 6/2024

7. Other: none.

Hospital Renovation/Construction Projects

Hospital Renovation/Construction Projects 2024				
Title of Project	Date Started	Date Completed	ICRA Completed	Outcome
Patient Room 30 remodel	11/15/24	11/22/24	Yes	Project completed
Central supply flooring	7/17/24	7/31/24	Yes	Project completed

Special Services (for the previous year; insert year)

Year End Summary Review

MRMC’s end-of-year review showed the same amount of HAI’s. The IP has had focused education listed about to help improve care provided by clinical staff. 2024 was the first complete year for the new IP in this appointed position. Corporate IP provided weekly training, as well as monthly call with all IPs within Cohesive network. The annual skills fair was completed in October 2024 and had a great staff turn out. Will continue to monitor all measures listed in the current QAPI for the new year 2025. Several leaks have been noticed throughout the facility, due to roof damage. MRMC is working with the hospital board and city management to repair the roof as quickly and effectively as possible.

The Hospital continued to face the lingering effects of COVID-19 that affected patients and staff during 2024. The COVID-19 virus has continued to mutate and cause infection and illness although less severe than in previous years since the pandemic began in 2020. After a moderate influenza season for 2023 calendar year, flu returned with an increased virulence in the 2024 flu season affecting patients, staff, and the community. Other notable illnesses that occurred in the same time period included RSV and norovirus.

The Infection Control Department in consultation and collaboration with the Hospital’s Quality Department reviewed and revised the infection control quality indicators for the calendar year 2025 for relevance and to:

- Focus measures on improving health outcomes and achieving desired outcomes.

- Use measures to analyze and track performance.
- Monitor high volume/high risk and/or problem prone areas in need of improvement.

## **Situational Updates**

### **COVID-19:**

- Monitoring weekly and reported inpatient results to PHIDDO and NHSN
- Viral View report to Monthly Meetings
- Report positive cases to OSHD when admitted to facility.
- Preadmission testing with Rapid on all patients and Rapid/PCR for all patients with S/S of COVID and placed on precautions until results are collected and negative.

### **Influenza:**

- Viral View report to monthly meeting
- Report positive cases to PHIDDO when admitted to facility.
- Monitor all patients and staff for s/s of influenza.
- Report Influenza Vaccination to OSISS
- CPSI and HL7 continue to work on interface with OSISS for automatic upload of patient vaccinations into the OSISS system from CPSI.

### **RSV:**

- Viral View report to monthly meeting.
- Report positive cases to PHIDDO when admitted to facility.

**Verification Approval of Infection Control Risk Assessment & Annual Infection Control Program Evaluation**

<hr/> <i>Infection Preventionist</i>	<hr/> <i>Date</i>
<hr/> <i>Quality Manager</i>	<hr/> <i>Date</i>
<hr/> <i>Medical Director</i>	<hr/> <i>Date</i>
<hr/> <i>Governing Board Member</i>	<hr/> <i>Date</i>

# Mangum Board Meeting Financial Reports

## May 31, 2025

	REPORT TITLE
1	Financial Summary (Overview)
2	Cash Receipts - Cash Disbursements - NET
3	Financial Update (page 1)
4	Financial Update (page 2)
5	Stats
6	Balance Sheet Trend
7	Cash Collections Trend
8	Medicare Payables (Receivables)
9	Current Month Income Statement
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Mangum Regional Medical Center  
Financial Summary  
May 31, 2025

	Current Month	May-25 Year-to-Date	Mthly Avg Prior Year	Variance
<b>ADC (Average Daily Census)</b>	<b>9.81</b>	<b>9.62</b>	<b>10.13</b>	<b>-0.32</b>
Payer Mix % (Acute):				
MCR	41.94%	56.92%	53.01%	-11.07%
MCR Mgd Care	29.03%	22.92%	24.05%	4.98%
All Others	29.03%	20.16%	22.94%	6.09%
Total	100.00%	100.00%	100.00%	0.00%
Payer Mix % (SWB):				
MCR	54.21%	74.73%	87.67%	-33.46%
MCR Mgd Care	45.79%	25.27%	11.35%	34.43%
All Others	0.00%	0.00%	0.98%	-0.98%
Total	100.00%	100.00%	100.00%	0.00%
Operating margin	276,117	(34,472)	(673,482)	
Operating Margin (monthly average)	276,117	(6,894)	(56,124)	49,229
NPR (Net Patient Revenue)	1,696,214	6,607,936	16,708,837	
NPR (monthly average)	1,696,214	1,321,587	1,392,403	(70,816)
Operating Expenses	1,546,653	7,262,377	17,611,634	
Operating Expense (monthly average)	1,546,653	1,452,475	1,467,636	(15,161)
NPR % of Oper Exp	109.7%	91.0%	94.9%	
Patient Days	304	1,452	309	(5)
Oper Exp / PPD	\$ 5,088	\$ 5,002	\$ 4,752	\$ 249
# of Months	1	5	12	
Cash Receipts (rnd)	1,481,774	6,285,780	15,058,468	
Cash Receipts (monthly average)	1,481,774	1,257,156	1,254,872	2,284
Cash as a % of NPR (s/b 100% min)	87.4%	95.1%	90.1%	
<b>Days Cash-On-Hand (Net of MCR Pay / Restrictions):</b>				
Calendar Days	31	151	366	
Operating Exp / Day	\$ 49,892	\$ 48,095	\$ 48,119	\$ 1,773
Cash - (unrestricted)	1,120,535	1,120,535	418,015	702,519
Days Cash-On-Hand	22.5	23.3	23.3	
Days Cash-On-Hand: Minimum during month	5.2	5.2	4.6	0.6
MCR Rec (Pay) - "as stated - but to be adjusted"	1,765,245	1,765,245	1,317,110	448,135
AP & Accrued Liab	18,177,317	18,177,317	16,520,455	1,656,861
Accounts Receivable (at net)	1,863,436	1,863,436	1,316,379	547,057
Per AP aging schedule (incl. accruals)	May-25	May-25	Prior FYE	Net Change
Account Payable - Cohesive	16,068,503	16,068,503	14,328,203	1,740,300
Account Payable - Other	1,216,090	1,216,090	1,299,528	(83,438)
Total	17,284,593	17,284,593	15,627,731	1,656,861
Cohesive Loan	4,745,564	4,745,564	4,900,648	(155,084)

Mangum Regional Medical Center  
Cash Receipts - Cash Disbursements Summary  
5/31/25

	Current Month	COVID	Total Less COVID
Cash Receipts	\$ 1,481,774	\$ -	\$ 1,481,774
Cash Disbursements	\$ 1,044,123	\$ -	\$ 1,044,123
NET	\$ 2,525,898	\$ -	\$ 2,525,898

Year-To-Date	COVID	Year-To-Date Less COVID
\$ 6,285,780	\$ -	\$ 6,285,780
\$ 5,582,140	\$ -	\$ 5,582,140
\$ 11,867,921	\$ -	\$ 11,867,921

	Prior Month	COVID	Total Less COVID
Cash Receipts	\$ 1,225,184	\$ -	\$ 1,225,184
Cash Disbursements	\$ 1,060,130	\$ -	\$ 1,060,130
NET	\$ 2,285,314	\$ -	\$ 2,285,314

Prior Month YTD	COVID	Prior Month YTD Less COVID
\$ 4,804,006	\$ -	\$ 4,804,006
\$ 4,538,017	\$ -	\$ 4,538,017
\$ 9,342,023	\$ -	\$ 9,342,023





**Board of Directors  
Mangum Regional Medical Center**

June 24, 2025

May 2025 Financial Statement Overview

- Statistics
  - The average daily census (ADC) for April 2025 was **9.81**– (PY fiscal year end of **10.12**).
  - Year-To-Date Acute payer mix was approximately **80%** MCR/MCR Managed Care combined.
  - Year-To-Date Swing Bed payer mix was **75%** MCR & **25%** MCR Managed Care. For the prior year end those percentages were **88% & 11%**, respectively.
- Balance Sheet Highlights
  - The cash balance as of May 31, 2025, inclusive of both operating & reserves, was **\$1.12M**. This increased **\$438K** from April 30, 2025.
  - Days cash on hand, inclusive of reserves, was **22.5** based on May expenses.
  - Net AR increased by **\$118K** from April.
  - Payments of approximately **\$1.04M** were made on AP (prior 3-month avg was **\$1.18M**).
  - Cash receipts were **\$257K** more than in the previous month (**\$1.48M vs \$1.23M**).
  - The Medicare principal balance was completely paid off in the month of August 2024.



- Income Statement Highlights

- Net patient revenue for May 2025 was **\$1.70M**, which is approximately an increase of **\$574K** from the prior month.
- Operating expenses, exclusive of interest & depreciation, were **\$1.55M**.
- 340B revenue was **\$23K** in May, this is an increase of **\$8K** from the prior month.

- Clinic (RHC) Income Statement Highlights - actual & projected (includes swing bed rounding):

- Current month's average visits per day = **10.9**
- YTD Operating revenues = **\$216K**
- YTD Operating expenses = **\$433K**
- YTD Operating loss = **-\$217K**

**MANGUM REGIONAL MEDICAL CENTER****Admissions, Discharges & Days of Care****Fiscal Year 2025****12/31/2025**

	January	February	March	April	May	YTD
<b>Admissions</b>						
Inpatient	22	13	16	21	12	84
Swingbed	20	11	9	18	10	68
Observation	1	2	1	3	2	9
	43	26	26	42	24	161
<b>Discharges</b>						
Inpatient	23	13	15	22	13	86
Swingbed	19	12	9	13	15	68
Observation	2	2	1	3	2	10
	44	27	25	38	30	164
<b>Days of Care</b>						
Inpatient-Medicare	54	27	25	25	13	144
Inpatient-Medicare Managed Care	11	4	7	27	9	58
Inpatient-Other	12	12	8	10	9	51
Swingbed-Medicare	236	191	157	164	148	896
Swingbed-Medicare Managed Care	20	59	14	85	125	303
Swingbed-Other	0	0	0	0	0	0
Observation	4	7	2	4	4	21
	337	300	213	315	308	1,473
Calendar days	31	28	31	30	31	151
ADC - (incl OBS)	10.87	10.71	6.87	10.50	9.94	9.75
ADC	10.74	10.46	6.81	10.37	9.81	9.62
ER	146	142	134	148	135	705
Outpatient	108	146	140	154	150	698
RHC	197	187	188	243	229	1,044

# MANGUM REGIONAL MEDICAL CENTER

## Comparative Balance Sheet - Unaudited

Fiscal Year 2025

Item 8.

	January	February	March	April	May	12/31/24	YTD Variance
<b>Cash And Cash Equivalents</b>	<b>521,074</b>	<b>481,402</b>	<b>519,779</b>	<b>682,095</b>	<b>1,120,535</b>	418,015	<b>702,519</b>
<b>Patient Accounts Receivable, Net</b>	<b>1,820,581</b>	<b>1,879,646</b>	<b>1,633,200</b>	<b>1,745,633</b>	<b>1,863,436</b>	1,316,379	<b>547,057</b>
<b>Due From Medicare</b>	<b>1,317,110</b>	<b>1,378,146</b>	<b>1,578,007</b>	<b>1,643,160</b>	<b>1,764,926</b>	1,317,110	<b>447,816</b>
Inventory	207,642	192,025	230,062	222,929	231,085	222,062	<b>9,024</b>
Prepays And Other Assets	1,641,776	1,625,020	1,627,535	1,633,615	1,626,547	1,642,491	<b>(15,944)</b>
Capital Assets, Net	1,488,310	1,460,407	1,430,979	1,403,182	1,375,384	1,516,213	<b>(140,828)</b>
<b>Total Assets</b>	<b>6,996,493</b>	<b>7,016,647</b>	<b>7,019,562</b>	<b>7,330,613</b>	<b>7,981,913</b>	<b>6,432,269</b>	<b>1,549,644</b>
Accounts Payable	16,097,892	16,261,884	16,459,679	16,792,515	17,284,593	15,627,731	<b>1,656,861</b>
AHSO Related AP	892,724	892,724	892,724	892,724	892,724	892,724	-
Deferred Revenue	154,761	114,589	-	170,667	85,334	0	<b>85,334</b>
<b>Due To Medicare</b>	<b>(319)</b>	<b>(319)</b>	<b>(319)</b>	<b>(319)</b>	<b>(319)</b>	(319)	-
Covid Grant Funds	-	-	-	-	-	0	-
Due To Cohesive - PPP Loans	-	-	-	-	-	0	-
Notes Payable - Cohesive	4,869,631	4,838,614	4,807,598	4,776,581	4,745,564	4,900,648	<b>(155,084)</b>
Notes Payable - Other	17,948	17,948	17,948	17,948	17,948	17,948	-
Alliantz Line Of Credit	-	-	-	-	-	0	-
Leases Payable	257,371	256,837	256,300	255,759	255,214	258,209	<b>(2,995)</b>
<b>Total Liabilities</b>	<b>22,290,008</b>	<b>22,382,278</b>	<b>22,433,929</b>	<b>22,905,874</b>	<b>23,281,058</b>	<b>21,696,942</b>	<b>1,584,116</b>
Net Assets	(15,370,896)	(15,557,600)	(15,720,925)	(15,967,153)	(15,776,369)	(15,264,672)	<b>(511,697)</b>
<b>Total Liabilities and Net Assets</b>	<b>6,919,112</b>	<b>6,824,677</b>	<b>6,713,004</b>	<b>6,938,721</b>	<b>7,504,688</b>	<b>6,432,269</b>	<b>1,072,419</b>

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

2023			2024			2025		
Month	Receipts	Disbursements	Month	Receipts	Disbursements	Month	Receipts	Disbursements
Jan-23	1,290,109	1,664,281	Jan-24	1,187,504	1,150,522	Jan-25	1,105,099	996,372
Feb-23	1,506,708	1,809,690	Feb-24	708,816	995,157	Feb-25	1,184,447	1,231,249
Mar-23	1,915,435	1,109,683	Mar-24	1,236,158	1,073,824	Mar-25	1,289,275	1,250,266
Apr-23	2,005,665	1,365,533	Apr-24	1,645,373	1,483,022	Apr-25	1,225,184	1,060,130
May-23	1,436,542	2,237,818	May-24	1,273,007	1,062,762	May-25	1,481,774	1,044,123
Jun-23	1,777,525	1,506,459	Jun-24	950,928	1,216,556	Jun-25		
Jul-23	1,140,141	1,508,702	Jul-24	1,344,607	1,562,407	Jul-25		
Aug-23	1,600,786	1,352,905	Aug-24	2,089,281	2,176,381	Aug-25		
Sep-23	1,490,569	1,295,680	Sep-24	1,183,508	1,322,228	Sep-25		
Oct-23	1,211,980	1,345,813	Oct-24	1,779,690	1,154,658	Oct-25		
Nov-23	985,475	1,355,224	Nov-24	770,820	1,370,620	Nov-25		
Dec-23	929,990	1,191,570	Dec-24	888,776	1,027,058	Dec-25		
	<u>17,290,925</u>	<u>17,743,359</u>		<u>15,058,468</u>			<u>6,285,780</u>	
Subtotal FY 2023	<u><u>17,290,925</u></u>		Subtotal FY 2024	<u><u>15,058,468</u></u>		Subtotal FY 2025	<u><u>6,285,780</u></u>	

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

	Original Balance	Balance as of 05/31/25	Total Interest Paid as of 05/31/25
2016 C/R Settlement	1,397,906.00	-	205,415.96
2017 Interim Rate Review - 1st	723,483.00	-	149,425.59
2017 Interim Rate Review - 2nd	122,295.00	-	20,332.88
2017 6/30/17-C/R Settlement	1,614,760.00	-	7,053.79
2017 12/31/17-C/R Settlement	(535,974.00)	(318.61)	269,191.14
2017 C/R Settlement Overpayment	3,539,982.21	-	-
2018 C/R Settlement	1,870,870.00	-	241,040.31
2019 Interim Rate Review - 1st	323,765.00	-	5,637.03
2019 Interim Rate Review - 2nd	1,802,867.00	-	277,488.75
2019 C/R Settlement	(967,967.00)	-	-
2020 C/R Settlement	(3,145,438.00)	-	-
FY21 MCR pay (rec) estimate	(1,631,036.00)	-	-
FY22 MCR pay (rec) estimate	(318,445.36)	-	-
2016 C/R Audit - Bad Debt Adj	348,895.00	-	16,927.31
2018 MCR pay (rec) Audit est.	(34,322.00)	-	-
2019 MCR pay (rec) Audit est.	(40,612.00)	-	-
2020 MCR pay (rec) Audit	(74,956.00)	-	-
FY23 (8-month IRR) L4315598	95,225.46	-	7,038.71
FY23 (8-month IRR) L4315599	1,918,398.00	-	155,799.09
FY23 MCR pay (rec) remaining estimate	-	-	-
FY24 MCR pay (rec) estimate	-	(1,317,110.00)	
FY25 MCR pay (rec) estimate	-	(447,816.00)	
<b>Total</b>	<b>7,009,696.31</b>	<b>(1,765,244.61)</b>	<b>1,355,350.56</b>

**Mangum Regional Medical Center**  
**Statement of Revenue and Expense**  
**For The Month and Year To Date Ended May 31, 2025**  
**Unaudited**

Item 8.

MTD					YTD			
Actual	Budget	Variance	% Change		Actual	Budget	Variance	% Change
182,461	303,779	(121,317)	-40%	Inpatient revenue	1,694,401	1,464,213	230,188	16%
1,321,036	1,308,462	12,575	1%	Swing Bed revenue	5,746,061	6,376,380	(630,319)	-10%
618,008	681,209	(63,201)	-9%	Outpatient revenue	2,994,570	3,327,720	(333,150)	-10%
145,315	216,108	(70,794)	-33%	Professional revenue	871,803	1,052,380	(180,577)	-17%
<u>2,266,820</u>	<u>2,509,558</u>	<u>(242,738)</u>	<u>-10%</u>	Total patient revenue	<u>11,306,835</u>	<u>12,220,693</u>	<u>(913,858)</u>	<u>-7%</u>
662,454	1,145,233	(482,779)	-42%	Contractual adjustments	4,824,592	5,438,663	(614,071)	-11%
(121,766)	-	(121,766)	#DIV/0!	Contractual adjustments: MCR Settlement	(447,816)	-	(447,816)	#DIV/0!
29,918	(102,057)	131,974	-129%	Bad debts	322,123	(510,283)	832,406	-163%
<u>570,606</u>	<u>1,043,176</u>	<u>(472,570)</u>	<u>-45%</u>	Total deductions from revenue	<u>4,698,899</u>	<u>4,928,380</u>	<u>(229,481)</u>	<u>-5%</u>
1,696,214	1,466,382	229,833	16%	Net patient revenue	6,607,936	7,292,314	(684,377)	-9%
17,751	1,913	15,838	828%	Other operating revenue	39,208	9,564	29,644	310%
85,334	107,231	(21,898)	-20%	SHOPP revenue	477,225	536,156	(58,930)	-11%
23,471	20,254	3,217	16%	340B REVENUES	103,536	100,078	3,458	3%
<u>1,822,770</u>	<u>1,595,779</u>	<u>226,990</u>	<u>14%</u>	Total operating revenue	<u>7,227,905</u>	<u>7,938,111</u>	<u>(710,206)</u>	<u>-9%</u>
				Expenses				
462,629	394,499	68,130	17%	Salaries and benefits	2,127,136	1,945,921	181,214	9%
88,531	74,173	14,358	19%	Professional Fees	368,067	367,433	634	0%
420,060	438,559	(18,499)	-4%	Contract labor	2,072,950	2,187,328	(114,378)	-5%
150,387	127,899	22,488	18%	Purchased/Contract services	596,319	639,495	(43,176)	-7%
225,000	225,000	-	0%	Management expense	1,125,000	1,125,000	-	0%
72,166	90,952	(18,786)	-21%	Supplies expense	412,147	446,014	(33,867)	-8%
19,248	19,250	(2)	0%	Rental expense	86,173	96,250	(10,077)	-10%
12,812	14,275	(1,464)	-10%	Utilities	64,247	71,377	(7,131)	-10%
1,102	918	183	20%	Travel & Meals	3,499	4,592	(1,093)	-24%
11,645	11,219	426	4%	Repairs and Maintenance	61,719	56,095	5,624	10%
22,979	14,251	8,728	61%	Insurance expense	71,683	71,255	428	1%
16,959	11,796	5,164	44%	Other Expense	61,419	58,979	2,441	4%
15,235	15,536	(302)	-2%	340B EXPENSES	70,371	76,766	(6,395)	-8%
<u>1,518,751</u>	<u>1,438,328</u>	<u>80,423</u>	<u>6%</u>	Total expense	<u>7,120,729</u>	<u>7,146,504</u>	<u>(25,775)</u>	<u>0%</u>
<u>304,018</u>	<u>157,451</u>	<u>146,567</u>	<u>93%</u>	EBIDA	<u>107,176</u>	<u>791,608</u>	<u>(684,432)</u>	<u>-86%</u>
<u>16.7%</u>	<u>9.9%</u>	<u>6.81%</u>		EBIDA as percent of net revenue	<u>1.5%</u>	<u>10.0%</u>	<u>-8.49%</u>	
104	-	104	#DIV/0!	Interest	819	-	819	#DIV/0!
27,797	26,985	812	3%	Depreciation	140,828	82,797	58,032	70%
<u>276,117</u>	<u>130,467</u>	<u>145,650</u>	<u>112%</u>	Operating margin	<u>(34,472)</u>	<u>708,811</u>	<u>(743,282)</u>	<u>-105%</u>
-	-	-		Other	-	-	-	
-	-	-		Total other nonoperating income	-	-	-	
<u>276,117</u>	<u>130,467</u>	<u>145,650</u>	<u>112%</u>	Excess (Deficiency) of Revenue Over Expenses	<u>(34,472)</u>	<u>708,811</u>	<u>(743,282)</u>	<u>-105%</u>
<u>15.15%</u>	<u>8.18%</u>	<u>6.97%</u>		Operating Margin %	<u>-0.48%</u>	<u>8.93%</u>	<u>-9.41%</u>	

**MANGUM REGIONAL MEDICAL CENTER**
**Statement of Revenue and Expense Trend - Unaudited**
**Fiscal Year 2025**
*Item 8.*

	January	February	March	April	May	YTD
Inpatient revenue	525,995	250,434	351,806	383,704	182,461	1,694,401
Swing Bed revenue	1,203,067	1,237,078	722,978	1,261,902	1,321,036	5,746,061
Outpatient revenue	573,540	649,689	560,462	592,871	618,008	2,994,570
Professional revenue	206,082	179,651	147,487	193,268	145,315	871,803
Total patient revenue	2,508,685	2,316,852	1,782,733	2,431,745	2,266,820	11,306,835
Contractual adjustments	1,054,686	1,043,678	762,509	1,301,266	662,454	4,824,592
Contractual adjustments: MCR Settlement	-	(61,036)	(199,861)	(65,153)	(121,766)	(447,816)
Bad debts	106,576	113,834	(1,996)	73,791	29,918	322,123
Total deductions from revenue	1,161,261	1,096,476	560,652	1,309,904	570,606	4,698,899
Net patient revenue	1,347,424	1,220,376	1,222,081	1,121,841	1,696,214	6,607,936
Other operating revenue	15,410	(757)	4,171	2,632	17,751	39,208
SHOPP Revenue	77,381	114,589	114,589	85,334	85,334	477,225
340B REVENUES	23,868	18,212	22,824	15,161	23,471	103,536
Total operating revenue	1,464,083	1,352,420	1,363,664	1,224,968	1,822,770	7,227,905
	90.3%	85.7%	86.5%	80.9%	109.7%	91.0%
Expenses						
Salaries and benefits	439,483	399,707	429,167	396,151	462,629	2,127,136
Professional Fees	65,648	65,452	70,812	77,625	88,531	368,067
Contract labor	428,978	404,116	416,774	403,022	420,060	2,072,950
Purchased/Contract services	107,620	108,704	127,775	101,833	150,387	596,319
Management expense	225,000	225,000	225,000	225,000	225,000	1,125,000
Supplies expense	98,866	101,239	65,720	74,156	72,166	412,147
Rental expense	17,598	13,094	21,026	15,207	19,248	86,173
Utilities	13,436	17,413	12,834	7,751	12,812	64,247
Travel & Meals	315	971	775	336	1,102	3,499
Repairs and Maintenance	11,240	10,981	12,906	14,947	11,645	61,719
Insurance expense	23,837	26,409	(12,321)	10,777	22,979	71,683
Other	18,752	11,003	(6,293)	20,999	16,959	61,419
340B EXPENSES	14,050	12,401	18,656	10,029	15,235	70,371
Total expense	1,464,823	1,396,491	1,382,831	1,357,832	1,518,751	7,120,729
EBIDA	\$ (740)	\$ (44,070)	\$ (19,167)	\$ (132,865)	\$ 304,018	\$ 107,176
EBIDA as percent of net revenue	-0.1%	-3.3%	-1.4%	-10.8%	16.7%	1.5%
Interest	199	143	141	232	104	819
Depreciation	27,903	27,903	29,428	27,797	27,797	140,828
Operating margin	\$ (28,843)	\$ (72,116)	\$ (48,736)	\$ (160,894)	\$ 276,117	\$ (34,472)
Other	-	-	-	-	-	-
Total other nonoperating income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenue Over Expenses	(28,843)	(72,116)	(48,736)	(160,894)	276,117	(34,472)



**Mangum Family Clinic**  
**For the Month Ended and Year To Date May 31, 2025**

	Current			Last FYE	Net Change
	Month	Year-To-Date	12-Month Projected		
Gross Patient Revenue	29,829	133,550	320,519	217,497	103,022
Less: Revenue deductions	23,819	82,846	198,831	118,420	80,411
Net Patient Revenue	53,648	216,396	519,350	335,917	183,433
Other Income (if any)	-	-	-	-	-
Operating revenue	53,648	216,396	519,350	335,917	183,433
<b>Operating Expenses:</b>					
Leased Salaries	42,671	165,680	397,633	177,825	219,808
Contract labor	188	6,187	14,850	8,191	6,659
Benefits	4,642	13,988	33,571	49,899	(16,328)
Provider Fees	8,309	26,086	62,605	41,078	21,527
Purchased/Contract services	4,468	23,008	55,219	70,882	(15,663)
Management expense	11,250	56,250	135,000	135,000	-
Supplies expense	980	3,640	8,737	11,788	(3,051)
Rental expense	1,800	8,958	21,499	23,700	(2,201)
Utilities	591	2,458	5,899	8,567	(2,668)
Travel & Meals	-	237	569	987	(418)
Repairs and Maintenance	-	445	1,069	1,239	(170)
Insurance expense	-	2,845	6,828	2,705	4,123
Other expense	728	2,034	4,882	6,469	(1,587)
CAH Overhead Allocation	24,154	120,770	289,848	250,979	38,869
Total Operating Expenses	99,780	432,587	1,038,210	789,309	248,901
<b>Net Income (loss)</b>	<b>(46,132)</b>	<b>(216,192)</b>	<b>(518,860)</b>	<b>(453,392)</b>	<b>(65,468)</b>

**340B**

Gross revenues	23,470.84	103,536	248,485	191,188	57,298
Operating expenses	15,234.63	70,371	168,890	149,534	19,356
Profit (loss)	<b>8,236</b>	<b>33,165</b>	<b>79,596</b>	<b>41,654</b>	<b>37,942</b>
<b>Net Income (loss) with 340B</b>	<b>(37,896)</b>	<b>(183,027)</b>	<b>(439,264)</b>	<b>(411,738)</b>	<b>(27,526)</b>

**Stats**

Onsite Visits	192	953	2,287	1,768	519
Swing Bed Visits	37	90	216	76	140
Telehealth, CCM, Nurse Visits	0	0	-	20	(20)
Total Visits	229	1043	2503	1864	639

## Payor Mix based on Total Visits

Medicare		32%	32%	28%	4%
Managed Medicare		4%	4%	4%	0%
Medicaid / Managed Medicaid		18%	18%	31%	-13%
Commercial/Other		47%	47%	37%	9%
Total		100%	100%	100%	0%

Clinic Days	21	107	257	257	-
Average Visit Per Day	11	10	10	7	2

Cost Per Visit	\$ 435.72	\$ 414.75	\$ 414.75	\$ 423.45	\$ (8.70)
Medicare Visit Cap		\$ 292.54	\$ 292.54	\$ 282.65	
Over (Under) Cap		\$ 122.21	\$ 122.21	\$ 140.80	

VENDOR NAME	DESCRIPTION	0-30 Days	31-60 Days	61-90 Days	OVER 90 Days	5/31/2025	4/30/2025	3/31/2025	2/28/2025	1/31/2025	12/31/2024
ACCUTEK LAB	Lab Supplies	-	-	-	-	-	-	-	184.00	-	-
AMERISOURCE RECEIVABLES (ARFC)	Pharmacy Supplies	3,177.73	-	-	-	3,177.73	7,202.96	-	-	11,757.72	9,043.76
ANESTHESIA SERVICE INC	Patient Supplies	1,836.40	-	-	-	1,836.40	-	367.00	-	-	192.00
AT&T	Fax Service	2,897.70	-	-	-	2,897.70	2,954.81	-	2,897.05	3,187.12	-
BIO-RAD LABORATORIES INC	Lab Supplies	1,571.53	-	-	-	1,571.53	-	-	963.30	-	-
careLearning	Training	-	-	-	-	-	-	-	3,442.50	-	-
CAREFUSION	Rental Equipment	4,449.00	-	-	-	4,449.00	-	-	-	-	-
CARSTENS	Supplies	-	-	-	-	-	-	-	-	103.21	-
CITY OF MANGUM	Utilities	-	-	-	-	-	-	-	-	5,035.61	-
CLIA LABORATORY PROGRAM	Lab Services	-	-	-	-	-	-	-	-	-	3,032.00
CLINICAL PATHOLOGY LABS, INC	Lab Supplies	-	61.93	-	-	61.93	-	-	-	-	-
CNA	Insurance	933.09	-	-	-	933.09	-	-	-	-	-
COHESIVE HEALTHCARE MGMT	Mgmt Fees	225,000.00	230,036.66	4,928.66	2,900,817.27	3,360,782.59	3,293,376.75	3,309,819.49	3,202,012.17	3,090,408.85	3,185,408.85
COHESIVE HEALTHCARE RESOURCES	Payroll	-	-	-	2,184,521.67	2,184,521.67	2,184,521.67	2,296,849.67	2,768,773.18	3,234,251.88	3,435,523.18
COHESIVE MEDIRYDE LLC	Patient Transportation Service	-	-	-	-	-	-	-	840.50	425.00	768.75
COHESIVE STAFFING SOLUTIONS	Agency Staffing Service	674,978.53	760,581.19	741,031.14	8,346,607.67	10,523,198.53	10,237,666.63	9,455,901.68	8,873,996.92	8,672,208.52	7,706,502.29
CORRY KENDALL, ATTORNEY AT LAW	Legal Fees	2,000.00	-	-	-	2,000.00	-	2,000.00	-	2,000.00	-
CRITICAL ALERT	Software license	(3,906.00)	-	-	-	(3,906.00)	-	-	-	-	-
DAN'S HEATING & AIR CONDITIONI	Repairs/maintenance	315.76	-	-	-	315.76	-	595.00	-	2,252.33	-
DELL FINANCIAL SERVICES LLC	Server Lease	-	-	-	-	-	-	-	-	-	211.73
DIAGNOSTIC IMAGING ASSOCIATES	Radiology Purch Svs	-	-	-	-	-	2,150.00	-	2,150.00	2,150.00	2,150.00
DYNAMIC ACCESS	Vascular Consultant	2,832.50	-	-	-	2,832.50	1,545.00	750.00	-	750.00	2,250.00
eCLINICAL WORKS, LLC	RHC EHR	-	-	-	-	-	-	-	2,471.50	334.24	(411.14)
FEDEX	Shipping	50.10	-	-	-	50.10	45.52	-	-	97.56	89.50
FIRST DIGITAL COMMUNICATIONS	IT Support Services	1,006.35	-	-	-	1,006.35	-	-	-	-	-
FUCHA RADIO, LLC	Advertising	110.00	-	-	-	110.00	110.00	110.00	-	-	110.00
GEORGE BROS TERMITE & PEST CON	Pest Control Service	-	200.00	-	-	200.00	-	575.00	-	365.00	170.00
GRAINGER	Maintenance Supplies	-	123.80	-	-	123.80	506.76	60.92	-	439.41	-
GREER COUNTY TREASURER	Insurance	-	-	-	-	-	-	5,015.00	15,533.50	15,533.50	21,037.00
HAC INC	Dietary Supplies	117.23	-	-	-	117.23	49.82	-	-	63.00	89.96
HENRY SCHEIN	Lab Supplies	1,307.35	-	-	-	1,307.35	-	-	-	-	-
HEWLETT-PACKARD FINANCIAL SERV	Computer Services	307.10	-	-	-	307.10	-	307.10	307.10	307.10	307.10
HOSPITAL EQUIPMENT RENTAL COMP	Rental Equipment	-	-	-	-	-	-	3,155.00	3,155.00	-	3,155.00
JANUS SUPPLY CO	Housekeeping Supplies, based in Altus	660.45	-	-	-	660.45	765.72	495.80	516.54	1,151.61	842.10
KELLEY MARTINEZ	Expense Reimbursement	-	-	-	-	-	-	-	-	-	108.52
LAMPTON WELDING SUPPLY	Patient Supplies	-	1,392.81	-	-	1,392.81	-	-	-	1,660.27	-
LANDAUER	Radiology Purch Svs	-	-	-	-	-	-	-	-	-	1,805.10
LG PRINT CO	Advertising	-	-	-	-	-	-	-	-	243.25	115.00
MCKESSON / PSS - DALLAS	Patient Care/Lab Supplies	-	-	-	-	-	-	-	-	-	63.15
MCKESSON - 340 B	Pharmacy Supplies	350.03	-	-	-	350.03	-	669.23	-	626.95	-
MEDLINE INDUSTRIES	Patient Care/Lab Supplies	23,450.01	5,845.82	-	-	29,295.83	9,299.06	12,356.00	26,576.04	38,187.02	13,235.24
MYHEALTH ACCESS NETWORK, INC	Compliance purch svcs	758.95	-	-	-	758.95	758.95	758.95	758.95	758.95	758.95
NATIONAL DATA BANK	IT Service	-	-	-	-	-	-	42.50	42.50	42.50	110.00
NUANCE COMMUNICATIONS INC	RHC purch svcs	-	123.00	-	-	123.00	-	246.00	-	202.00	202.00
OFMQ	Quality purch svcs	-	-	-	-	-	-	-	350.00	-	-
OKLAHOMA HOSPITAL ASSOCIATION	License	-	-	-	-	-	-	-	-	16,586.00	-
PARA REV LOCKBOX	CDM purch svcs	1,959.00	-	-	-	1,959.00	-	-	-	-	-
PHARMA FORCE GROUP LLC	340B purch svcs	-	600.59	-	-	600.59	590.63	1,136.47	1,171.33	-	-
PHARMACY CONSULTANTS, INC.	PHARMACY CONSULTANTS, INC.	2,700.00	-	-	-	2,700.00	3,136.21	2,700.00	2,700.00	589.13	3,849.20
PIPEtte COM	Lab maintenance	-	-	-	-	-	-	-	-	101.00	-
PUCKETT DISCOUNT PHARMACY	Pharmacy Supplies	-	-	-	-	-	-	495.15	-	-	-
RADIATION CONSULTANTS	Radiology maintenance	-	-	-	-	-	3,300.00	-	-	-	-
SIEMENS HEALTHCARE DIAGNOSTICS	Service Contract	4,862.30	-	-	-	4,862.30	3,827.02	-	3,857.01	399.78	877.31
SMAART MEDICAL SYSTEMS INC	Radiology interface/Radiologist provider	1,735.00	-	-	-	1,735.00	1,735.00	1,735.00	4,235.00	1,735.00	-
SPARKLIGHT BUSINESS	Cable service	235.58	-	-	-	235.58	131.43	119.43	-	-	-
STANDLEY SYSTEMS LLC	Printer lease	-	-	-	-	-	2,398.41	2,505.36	-	1,645.71	-
STAPLES ADVANTAGE	Office Supplies	721.89	-	-	-	721.89	296.01	-	-	1,530.92	383.49
STERICYCLE / SHRED-IT	Waste Disposal Service	3,710.90	2,525.16	-	-	6,236.06	1,305.93	-	2,358.00	1,734.09	1,654.10
SUMMIT UTILITIES	Utilities	-	-	-	-	-	-	3,487.57	3,487.57	3,749.10	3,082.48
TECUMSEH OXYGEN & MEDICAL SUPP	Patient Supplies	-	-	-	-	-	-	-	630.00	2,888.00	-
TELEFLEX	Patient Supplies	-	-	-	-	-	-	-	-	510.00	-
TRIOSE INC	Freight	292.57	-	-	-	292.57	-	118.95	215.27	69.12	-
TRUBRIDGE	Software license	483.00	-	-	-	483.00	-	-	-	-	-
US FOODSERVICE-OKLAHOMA CITY	Food and supplies	-	-	-	(7.84)	(7.84)	(7.84)	(7.84)	(12.93)	(7.84)	(595.31)
CARDINAL HEALTH 110, LLC	Patient Supplies	-	-	-	-	-	-	-	-	3,198.08	10,424.49

VENDOR NAME	DESCRIPTION	0-30 Days	31-60 Days	61-90 Days	OVER 90 Days	5/31/2025	4/30/2025	3/31/2025	2/28/2025	1/31/2025	12/31/2024
CUSTOM MEDICAL SOLUTIONS	Equipment Rental Agreement	-	-	-	-	-	(948.00)	(948.00)	(948.00)	(948.00)	(948.00)
DIRECTV	Cable service	291.40	-	-	-	291.40	-	-	-	294.55	294.55
VESTIS	Housekeeping Service	9,948.65	-	-	-	9,948.65	3,277.98	9,827.62	9,799.67	3,257.13	3,257.13
CARLOS MENDOZA	Education/Training	-	-	-	-	-	-	-	-	1,100.00	-
CULLIGAN WATER CONDITIONING	Equipment Rental Agreement	-	(87.12)	-	-	(87.12)	(115.62)	-	-	-	-
DELL MARKETING L.P	Server Lease	-	-	-	-	-	942.97	-	-	225.89	-
DP MEDICAL SERVICES	Rental	202.00	-	-	-	202.00	-	-	-	1,795.00	-
<b>Grand Total</b>		<b>971,346.10</b>	<b>1,001,403.84</b>	<b>745,959.80</b>	<b>13,431,938.77</b>	<b>16,150,648.51</b>	<b>15,760,823.78</b>	<b>15,111,244.05</b>	<b>14,932,279.67</b>	<b>15,135,513.76</b>	<b>14,409,149.48</b>
			Reconciling Items:		Conversion Variance	13,340.32	13,340.32	13,340.32	13,340.32	13,340.32	13,340.32
					AP Control	16,495,866.35	16,106,041.62	15,456,461.89	15,284,753.07	15,480,731.60	14,754,367.32
					Accrued AP	1,681,450.36	1,579,196.90	1,895,940.59	1,869,854.95	1,509,883.67	1,766,087.90
					AHSO Related AP	(892,723.76)	(892,723.76)	(892,723.76)	(892,723.76)	(892,723.76)	(892,723.76)
					<b>TOTAL AP</b>	<b>17,284,592.95</b>	<b>16,792,514.76</b>	<b>16,459,678.72</b>	<b>16,261,884.26</b>	<b>16,097,891.51</b>	<b>15,627,731.46</b>
						17,284,592.95	16,792,514.76	16,459,678.72	16,261,884.26	16,097,891.51	15,627,731.46
						-	-	-	-	-	-

**Hospital Vendor Contract Summary Sheet**

1.     ☒ Existing Vendor                      ☐ New Vendor
2.     **Name of Contract:** Oklahoma Department of Health Greer County
3.     **Contract Parties:** Oklahoma Department of Health/MRMC
4.     **Contract Type Services:** Service Contract
5.     **Impacted Hospital Departments:** Xray
6.     **Contract Summary:** MRMC will provide Chest X-Ray services to patients designated to receive such services from the Greer County Health Department. The Greer County Health Department will provide a \$30.00 payment per view PA or Lateral.
7.     **Cost:**
8.     **Prior Cost:** none
9.     **Term:** 1 year
10.    **Termination Clause:** 30-day Written Notice
11.    **Other:**

Greer County Health Department  
PO Box 1/2100 N Louis Tittle Ave  
Mangum OK 73554  
580-782-5531 580-782-5438 Fax

MANGUM REGIONAL MEDICAL CENTER  
GREER COUNTY HEALTH DEPARTMENT  
TB X-RAY AGREEMENT

THIS AGREEMENT, ENTERED INTO BETWEEN THE GREER COUNTY HEALTH DEPARTMENT (GCHD) AND MANGUM REGIONAL MEDICAL CENTER (MRMC), IS FOR THE PURPOSE OF PROVIDING X-RAY SERVICES FOR PATIENTS DESIGNATED TO RECEIVE SUCH SERVICES FROM THE GREER COUNTY HEALTH DEPARTMENT. THIS AGREEMENT IS MADE PURSUANT TO AUTHORITY IN TITLE 63, SECTION 206.1, OKLAHOMA STATUTES 1970 SUPPLEMENT.

IT IS AGREED THAT THE MANGUM REGIONAL MEDICAL CENTER WILL PROVIDE THE SERVICES SPECIFIED IN THE AGREEMENT:

- X-RAYS TO BE TAKEN AND PROCESSED **(BUT NOT READ)**.
- DISK or DIGITAL/SECURE WEBSITE ACCESS TO BE PICKED UP BY CLIENT OR GCHD TO SEND TO THE GENERAL COMMUNICABLE DISEASE DIVISION, OSDH.
- WILL MAINTAIN PATIENTS RECORDS IN A MANNER THAT IS HIPAA COMPLIANT.
- WILL PROVIDE THE SERVICES WITHOUT DISTINCTION AS TO THE PATIENTS RACE, COLOR OR NATIONAL ORIGIN.

IT IS FURTHER AGREED THAT UPON RECEIPT OF THE SERVICES SET FORTH MANGUM REGIONAL MEDICAL CENTER WILL BE PAID AT THE RATE OF **\$30.00 PER VIEW OF PA or LATERAL X-RAYS**. PAYMENT SHALL BE MADE UPON RECEIPT OF INVOICES EACH MONTH INDICATING THE DATE OF SERVICES RENDERED, NAME OF PATIENT SERVICES RENDERED FOR, AS WELL AS TYPE AND NUMBER OF X-RAYS TAKEN.

THIS AGREEMENT COVERS THE PERIOD OF JULY 1, 2025 TO JUNE 30, 2026. THIS AGREEMENT MAY BE CANCELLED BY EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE.

Incorporated herein in its entirety, and made a part of this contract, is the Business Associate Agreement signed between the Parties.

APPROVED:

MANGUM REGIONAL MEDICAL CENTER

*[Signature]*  
DEBRA JOHNSON, REGIONAL DIRECTOR  
GREER COUNTY HEALTH DEPARTMENT

DATE

*5/29/2025*

DATE



Greer County Health Department  
PO Box 1/2100 N Louis Tittle Ave  
Mangum OK 73554  
580-782-5531 580-782-5438 Fax

County Clerk \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST:

Member \_\_\_\_\_

DATE \_\_\_\_\_

Member \_\_\_\_\_

DATE \_\_\_\_\_

Chairman \_\_\_\_\_

DATE \_\_\_\_\_

GREER COUNTY COMMISSIONERS:

TB X-RAY CONTRACT CONTINUED:

**Hospital Vendor Contract Summary Sheet**

1.     ☒ Existing Vendor                      ☐ New Vendor
2.     **Name of Contract:** Inmar Rx Solutions
3.     **Contract Parties:** Inmar Rx Solutions, Inc/MRMC
4.     **Contract Type Services:** Service Agreement
5.     **Impacted Hospital Departments:** Pharmacy
6.     **Contract Summary:** This agreement is to provide compliance with the Drug Supply Chain Security Act. Within this act the FDA requires each entity that orders medications from a pharmacy wholesaler to be able to provide an electronic copy of a medication's pedigree.
7.     **Cost:** \$1,100/year
8.     **Prior Cost:** none
9.     **Term:** 1-year then annual automatic renewal
10.    **Termination Clause:** 90-day prior to the expiration of initial term or renewal term
11.    **Other:**

## Order Form for Compliance Solutions Services

Inmar Rx Solutions, Inc. • One West Fourth Street, Suite 500 • Winston-Salem, NC 27101

This Order Form, together with the Terms and Conditions attached hereto (collectively, the "Agreement"), is made and entered into as of the date this Agreement is signed by both parties ("Effective Date") by and between Inmar Rx Solutions, Inc. ("Inmar") and the undersigned Client and sets forth the terms and conditions pursuant to which Inmar shall provide the Services, as defined herein, to Client.

Client Information	
Client Full Legal Name (include Inc., LLC, etc.)	Mangum Regional Medical Center
Client Street Address (Corporate/Legal address; no P.O. boxes)	1 Wickersham St Mangum, OK 73554
Type of Legal Entity (corporation, LLC, sole proprietorship, partnership, etc.)	Non Profit
State of Incorporation/Organization (may be different from address)	OK
Primary Point of Contact	Alex Stearns Daniel Coffin
Email Address   Phone Number of Primary Contract	<a href="mailto:astearns@chmcok.com">astearns@chmcok.com</a> (580) 782-3353 <a href="mailto:dcoffin@chmcok.com">dcoffin@chmcok.com</a> 580.305.2569
Accounts Payable Point of Contact	Same
Email Address   Phone Number of Accts Payable Contact	Same
Group Purchasing Organization Name (if applicable)	Alliant
Inmar BDE rep	Hannah Stogner
Inmar referring FAM	Lauren Carter

Compliance Solutions									
Service Locations (please use additional sheet if needed)	DSCSA Annually	USP<800> Annually	# of Users for DSCSA/ USP800	OneRecall™ Pharmacy Annually	Add'l Services Fees Annually	Type of Facility	Total Annual Fee	Inmar Acct #	Check if using CAP credits
Mangum Regional Medical Center	\$1100		Included			Critical Access		33443	x

Additional Services								
Recall Connector*	RXT Scan**	USP<800> SoPs	OneRecall Unlimited Users	OneRecall Premium Features	OneRecall BRF	Other	Other	Other

\*Requires DSCSA and OneRecall Subscription

\*\*Requires DSCSA Subscription

Indicate ("X") if already existing customer for OneRecall \_\_\_\_

Indicate ("X") if already existing customer for DSCSA \_\_\_\_

Agreement Term		Auto-Renewal?
Initial Term (Years)	Two (2)	Yes

Total Annual Fee
\$1100

CONFIDENTIAL



By signing this Order Form, the undersigned client ("Client") agrees to be bound by the Terms & Conditions – Applications License (the "Legal Terms and Conditions") unless and until the parties enter into a master services agreement in connection with the subject matter hereunder that supersedes the Legal Terms and Conditions or unless otherwise indicated below.

Item 11.

Except as otherwise expressly agreed upon in writing, this Agreement supersedes any existing agreement between Inmar and Client for the provision of the Services selected on the Order Form.

Notwithstanding the foregoing, the Legal Terms and Conditions are hereby superseded by the following master service agreement between Inmar and Client or its designee/purchasing agent:

[None]

This Agreement has been executed and delivered by a duly authorized representative of each party hereto as of the date indicated corresponding to such party's signature.

Inmar Rx Solutions, Inc.	Client
<div>(Signature)</div>	<div>(Signature)</div>
<div>(Printed Name)</div>	<div>(Printed Name)</div>
<div>(Title)</div>	<div>(Title)</div>
<div>(Date)</div>	<div>(Date)</div>

Inmar Legal Approval: \_\_\_\_\_

**Terms and Conditions  
Applications License Agreement**

Item 11.

**1. Services.**

- a. **Order Form.** Inmar will provide the services to Client that are selected on the Order Form ("Order Form") to which these terms and conditions (the "Terms and Conditions") are attached, as more particularly described in the applicable Services Exhibits attached to or indicated on the Order Form (the "Services") for Client's location(s), a list of which Client provided in the applicable Order Form or in writing to Inmar, email to suffice ("Location(s)"). that shall be considered to be attached hereto as the Location Exhibit and incorporated herein by reference.
- b. **License.** All software, programs, coding, digital solutions, applications or platforms provided by Inmar to Client hereunder shall be referred to as "Application(s)." Employees or agents of a Client credentialed to use such Applications shall be referred to as "Users." For all Applications provided by Inmar to Client, subject to the terms of this Agreement and during the applicable Term set forth on the Order Form, Inmar grants to each Client a limited, worldwide, non-exclusive, non-transferable license, without resale or sublicense rights to (a) install or access (at Inmar's discretion) a single instance of each Application for one (1) platform instance in Client's environment, and/or permit credentialed Users to use, access and display the Application in connection with the intended purpose of the Application unless otherwise mutually agreed upon in writing by the parties, and (b) for the applicable Term, use and make a reasonable number of copies (for the purposes of utilizing the Application only) of any descriptions, instructions, or other documentation made available in connection with the Application, if any (the "Documentation"). If no Term is set forth in the Order Form, this license shall be for a period of one (1) year from the date of delivery or final re-delivery of the Application, after which time Inmar may terminate Client's access to the Application.
- c. **Restrictions.** Client may not, nor allow any third party to: 1) copy the Application or Documentation (except as set forth herein); 2) modify, translate or otherwise create derivative works of the Application or Documentation; 3) disassemble, decompile or reverse engineer the object code or source code of the Application or the Documentation or otherwise attempt to discover the source code of or trade secrets embodied in the Application; 4) use automated or software bot technology or other artificial intelligence programs or applications to access the Applications or any application programming interfaces provided by Inmar; 5) port or grant unauthorized third parties the right to use, frame or link to the Application or Documentation; 6) distribute, transfer, sublicense or otherwise make available to any third party the Application, Documentation or any benchmark testing or results relating to the Application or Documentation (or any portion thereof); 7) embed or incorporate in any manner the Application or Documentation into any other product, service or application of Client or any third parties; 8) use or transmit the Application or Documentation in violation of any applicable law, rule or regulation, including import/export laws; 9) copy or reproduce the Application; 10) use or copy the Application or Documentation or any portion thereof to directly or indirectly develop, promote, distribute, sell or support any product or service similar to or competitive with the Application or Documentation; 11) use the Application to store or distribute any information, material or data that is harassing, threatening, infringing, libelous, unlawful, obscene or which violates the privacy or intellectual property rights of any third party; 12) remove, obscure or alter any copyright notices or any name, trademark, service mark, hyperlink or other designation set or provided by Inmar; or 13) export the Application. Client shall not permit any affiliate, subsidiary or other third party to perform any of the foregoing actions. Client shall immediately notify Inmar, in writing, if it knows or reasonably suspects that any of the foregoing actions have occurred.
2. **Term.** The initial term of this Agreement shall commence on the Effective Date and shall continue for the initial term indicated on the Order Form (the "Initial Term"). At the end of the Initial Term, unless otherwise indicated on the Order Form, this Agreement shall be renewed automatically for one (1) year periods (each one (1) year period shall be defined as a "Renewal Term") unless terminated in accordance with Section 11 herein. The Initial Term and all Renewal Terms, if any, are collectively referred to as the "Term" of this Agreement.
3. **Fees.**
- a. As compensation for the Services, Client shall pay to Inmar those fees as set forth on the Order Form (the "Fees"). All amounts due hereunder are net amounts, and Client agrees that it will be responsible for all sales, use, or services taxes of any kind, if applicable, with the exception of taxes due on Inmar's income.
- b. Inmar shall submit to Client itemized statements detailing the Fees accrued by Client during the current billing cycle. Payment in full of all Fees listed on the invoice shall be received from Client by Inmar within thirty (30) days of the invoice date via check, wire transfer or ACH draft. The Fees payable hereunder shall not be reduced by any deduction or other offsets. Funds must be presented in U.S. currency. All invoices not paid by Client by the due date are subject to a past due charge of 1.5% per month, or the maximum rate permitted by law. In the event Client fails to make payments within thirty (30) days of the date of the invoice, Inmar may, in its sole discretion, discontinue the performance of all Services for Client until such time as all accrued and unpaid Fees are paid in full. In the event that any Inmar invoice is collected by or through an attorney or collections agent, Inmar shall be entitled to recover reasonable attorneys' fees and the cost of collection from Client.
- c. Client may elect to enroll in Inmar's optional Credit Assurance Plus ("CAP") program. If Client enrolls in the CAP program, payment by Client will be subtracted from the manufacturer(s) credits received pursuant to a separately executed returns processing agreement between the parties; provided, however, that if Inmar anticipates that Client will not have enough credit to satisfy payment or Inmar is

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otherwise unable to deduct credits, Client shall pay Inmar the Fees pursuant to this Agreement. The CAP program is s  
administrative fee. Item 11.

4. **Fee Adjustment.** Fees will be impacted should the actual volume and service requirements differ significantly from the volume assumptions and baseline services described herein. Services performed by Inmar that are not described herein shall be invoiced to Client at a mutually agreed upon fee. Unless otherwise indicated on the Order Form, the Fees charged for Services in this Agreement shall remain in effect for one (1) year from the Effective Date, after which Inmar shall have the right to adjust its Fees under this Agreement once annually, such adjustment not to exceed five percent (5%) annually.
5. **Confidentiality.** In connection with this Agreement, each party (in such capacity, the “Disclosing Party”) has disclosed or may disclose to the other party (in such capacity, the “Receiving Party”) certain of its trade secrets, know-how and other Confidential Information (as defined below). The Receiving Party agrees not to use any of the Disclosing Party’s Confidential Information for any purpose except to perform its obligations under this Agreement. The Receiving Party further agrees (i) not to disclose any of the Disclosing Party’s Confidential Information to any third party without the prior written approval of an authorized representative of the Disclosing Party; (ii) not to use any of the Disclosing Party’s Confidential Information for its own or a third party’s benefit; and (iii) to undertake reasonable precautions to safeguard and protect the confidentiality of the Confidential Information. “Confidential Information” means any information disclosed by the Disclosing Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, including without limitation all financial and business information, computer software, processes, pricing policies, product plans, designs, market research and analysis, costs, customer and supplier lists, strategies, forecasts, know-how, data, methodologies, concepts, tools, trade secrets, inventions and ideas, and all other information disclosed by the Disclosing Party pursuant to this Agreement. Confidential Information shall not, however, include any information which Receiving Party can establish (i) at the time of disclosure or thereafter is in the public domain or becomes generally known to the public through no fault of the Receiving Party; (ii) was available to the Receiving Party on a nonconfidential basis from a source other than the Disclosing Party, provided that such source was not known by the Receiving Party to be bound by a confidentiality agreement with the Disclosing Party; (iii) is known to the Receiving Party (as evidenced by its written records) prior to receipt thereof from the Disclosing Party; or (iv) is required to be disclosed by a court of competent jurisdiction or by law, provided that the Disclosing Party is given prior written notice of such disclosure (to the extent legally permitted). The obligations of nondisclosure and confidentiality undertaken by each party under this Agreement shall continue for the Term of this Agreement and for a period of four (4) years following the termination or expiration of this Agreement, except that Confidential Information identified as a trade secret shall be subject to and protected by such obligations of nondisclosure and confidentiality in perpetuity.
6. **Intellectual Property and Data.**
  - a. **Intellectual Property.** Each party shall own and continue to own all rights it may have in intellectual property developed, invented, gathered, or created by it before or during the Term of this Agreement. Except for the license grant set forth in the immediately succeeding paragraph, this Agreement shall not be construed to grant to either party any right, title, or interest in any intellectual property rights owned by the other party. Without limiting the foregoing, all intellectual property rights, title, and interest in the methodology, technology, and know-how that Inmar uses to perform the Services under this Agreement, including all enhancements and improvements thereto, are and shall remain the exclusive property of Inmar.
  - b. **Data Usage.** Data collected or generated by Inmar in the performance of the Services and held by Inmar in a form that is identifiable to Client shall be the property of Client (“Client Data”). Inmar shall have a perpetual, royalty-free, non-exclusive license to use Client Data to perform the Services, and to aggregate, or otherwise manipulate, or create derivative works from, Client Data in a form that is not identifiable to Client. Client agrees that it will not disclose or transmit any data generated by Inmar in the performance of the Services to any third party without the prior written consent of Inmar.
7. **Warranty; Disclaimer of Other Warranties.**
  - a. Inmar warrants that the Services will be performed in a professional, timely and workmanlike manner, in accordance with all applicable provisions of this Agreement, all applicable published specifications, and applicable law.
  - b. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN THIS SECTION, ALL LICENSED SOFTWARE, APPLICATIONS, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY INMAR ARE PROVIDED “AS IS.” INMAR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INMAR MAKES NO WARRANTY OF ANY KIND THAT THE LICENSED SOFTWARE, APPLICATIONS, OR DOCUMENTATION, OR ANY OTHER LICENSOR OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET CLIENT’S OR ANY OTHER PERSON’S OR ENTITIES’ REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL OPEN-SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED “AS IS” AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN-SOURCE COMPONENTS AND THIRD-PARTY MATERIALS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE SERVICES PROVIDED BY INMAR ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. IN NO EVENT WILL INMAR BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSSES, OR COSTS (INCLUDING LEGAL FEES AND EXPENSES), OR LOST TIME, SAVINGS, PROPERTY, PROFITS,

OR GOODWILL, WHICH MAY ARISE IN CONNECTION WITH THE SERVICES PROVIDED BY INMAR, REGARDLESS OF THE FORM OF CLAIM OR ACTION, EVEN IF INMAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR COSTS.

8. **Limitation.** Unless otherwise limited herein, the liability of Inmar to Client under this Agreement or otherwise, regardless of the form of claim or action, will not exceed the amounts actually paid by Client to Inmar for Services provided by Inmar under this Agreement in the prior twelve (12) month period.
9. **Indemnification.** Except as otherwise limited herein, each party (the "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (the "Indemnitee") and its officers, directors, and employees from and against any and all damages, losses, costs and expenses (including reasonable attorneys' fees), judgments, and liabilities (collectively, "Expenses") that (i) are made against or incurred by the Indemnitee in connection with a third party claim and (ii) arise out of or relate to acts or omissions of the Indemnitor in the performance of this Agreement that constitute gross negligence or willful misconduct on the part of the Indemnitor, so long as such Expenses are not primarily caused by the Indemnitee, its officers, directors, or employees. The indemnification set forth in this Section 9 is conditioned upon (a) the Indemnitee providing the Indemnitor written notice of any claim or cause of action upon which the Indemnitee intends to base a claim of indemnification hereunder, (b) the Indemnitee providing reasonable assistance and cooperation to enable the Indemnitor to defend the action or claim hereunder, and (c) the Indemnitee refraining from making prejudicial statements associated with such claim without the prior written consent of the Indemnitor.
10. **Default.**
  - a. Any material breach of the terms of this Agreement that is not cured within thirty (30) days of receipt of written notice from the non-breaching party will constitute default of the Agreement by the breaching party.
  - b. Failure of Client to make any payment due to Inmar shall constitute default by Client if such nonpayment continues for a period of ten (10) days after receipt of written notice from Inmar.
  - c. Insolvency, receivership, bankruptcy, or any similar proceeding initiated against either party will constitute default by that party.
11. **Termination.**
  - a. Either party may terminate this Agreement upon written notice in the event of default by the other party if such default continues beyond the period for cure provided in Section 10 hereof.
  - b. This Agreement may be terminated upon the expiration of the Initial Term or any Renewal Term by either party hereto provided that written notice is received by the non-terminating party at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.
  - c. The termination of this Agreement will not affect any payment or performance obligation accruing or arising prior to such termination. In the event of termination of this Agreement, no refund shall be available or due with respect to amounts properly billed to and paid by Client prior to such termination. Upon any termination of this Agreement, without prejudice to any other rights or remedies which the parties may have, (a) all rights, licenses and obligations required hereunder shall immediately cease (except for any limitations on license as set forth herein), provided that the representations and warranties under this Agreement, which, by their terms and context show the parties intended them to survive the termination of this Agreement for any reason, including but not limited to, provisions governing confidentiality, ownership, indemnification and liability, shall survive any expiration or termination of this Agreement; (b) Client will promptly delete and destroy all instances of any software or Documentation in its possession or control (if any), and upon request by Inmar shall certify in writing such destruction; (c) Client shall pay to Inmar any outstanding Fees that have accrued prior to the date of termination.
12. **Force Majeure.** Inmar shall not be liable to Client for any delay or failure of performance of this Agreement if such delay or failure is caused by weather conditions, earthquake, fire, flood, externally caused transmission interferences, satellite failure, war, riot, acts of terrorism, civil disturbance, or any cause beyond the control of Inmar (each an "Event of Force Majeure"). If a delay or failure of performance by Inmar is caused by an Event of Force Majeure, Inmar shall notify Client and shall be released without any liability from its performance under this Agreement to the extent and for the period of time that such performance is prevented by the Event of Force Majeure.
13. **Notice.** All notices, requests, demands, or other communications required or permitted herein shall be in writing and shall be deemed to have been duly given if personally delivered or if mailed by United States Postal Service certified or registered mail or by overnight courier to Client at the address set forth in the Agreement. Such notice to Inmar shall be to Inmar Rx Solutions, Inc., One West Fourth Street, Suite 500, Winston-Salem, North Carolina 27101, Attn: President, with a copy to General Counsel.
14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without reference to the conflict of law rules of such state.
15. **Reduction of Statute of Limitation.** No action arising out of this Agreement may be brought by either party more than one (1) year after the date on which the cause of action has accrued.
16. **Entire Agreement.** This Agreement, together with the Exhibits, Schedules, Order Forms and Statements of Work hereto, sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, between the parties with respect to the subject matter hereof.

17. **Modification.** This Agreement, or any part thereof, may not be modified except by an agreement in writing executed by the parties. Item 11.
18. **Relationship.** Inmar shall act as an independent contractor in the performance of Services provided for herein and nothing herein shall be construed to create the relationship of principal and agent, master and servant, or a partnership or joint venture between Inmar and Client.
19. **Assignment/Binding Effect.** This Agreement may not be assigned or transferred without the prior written consent of the parties and shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, Inmar may engage one or more of its affiliates to perform all or part of the Services hereunder.
20. **Waiver.** Failure of either party to enforce a specific provision of this Agreement shall not constitute waiver of such provision or of any other provision of this Agreement. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall any waiver by either party of any default hereunder constitute a waiver of subsequent defaults of the same or different kind. No waiver of any provision of this Agreement shall be binding on the parties hereto unless it is executed in writing by the party making the waiver.
21. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. The determination by any court of competent jurisdiction that one or more of the provisions of this Agreement are unenforceable shall not invalidate this Agreement, and the decision of such court shall be given effect so as to limit to the extent possible the provisions of this Agreement that are deemed unenforceable. To the extent such determination has a material impact upon the economic expectations of the parties hereto, the parties agree to make appropriate modifications to this Agreement to take such impact into account.
22. **Counterparts.** This Agreement may be signed in counterparts and delivered by facsimile, e-Signature (defined below), or by scanned PDF image delivered via electronic mail, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Pursuant to this Agreement, "e-Signatures" shall mean a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with the electronic document, that; (i) is unique to the person making the signature; (ii) the technology or process used to make the signature is under the sole control of the person making the signature; (iii) the technology or process can be used to identify the person using the technology or process; and (iv) the electronic signature can be linked with an electronic document in such a way that it can be used to determine whether the electronic document has been changed since the electronic signature was incorporated in, attached to or associated with the electronic document.

**Services Exhibit**  
**DSCSA Compliance Platform Services**

**Application: DSCSA Compliance Platform**

**1. Specifications of Application**

- a. Inmar shall provide Client with a designated internet portal through which to access the Application. No hard copy of any software will be provided, nor will any Application be installed on any Client device or computer.
- b. Application will be accessible by internet browser (including versions of Microsoft Edge, Internet Explorer 11, Google Chrome, Apple Safari and Mozilla Firefox then currently supported by their developers) from any computer or device with access to the internet (devices and access to the internet not provided by Inmar);
- c. Client will enter data into the Application to track and trace a 'prescription drug' or 'product' as defined by the Title II of the Drug Quality and Security Act (the Drug Supply Chain Security Act, § 581(12) or (13) ("the Act")). The Application will allow Client to capture or provide transaction history, transaction information and a transaction statement as required by § 582(d)(1)(A)(ii) and (iii) of the Act;
- d. Inmar will not provide or enter any data into the Application, and Inmar does not warrant the accuracy of any data provided or entered into the Application. Client acknowledges that the performance of the Application is contingent upon the complete and accurate entry of appropriate data into the Application. Client agrees that it is solely responsible for the completeness and accuracy of the data entered in the Application by Client.
- e. The Application may be updated from time to time, at the sole discretion of Inmar, to make updates, comply with changes in applicable law, or to increase compatibility with emerging hardware or software ("Maintenance"). There shall be no charge to Client for any such Maintenance.
- f. Inmar may update the Application from time to time, in its sole discretion, to add functionality, new services or modules ("Upgrade"). Such Upgrades will not interfere with Client's ability to use the Application as licensed herein, but shall only be available to Client upon execution of an amendment to this Agreement or a new Statement of Work related to such Upgrades.
- g. The Application shall be "Accessible" if Client, with unimpeded access to the internet and using a compatible web browser on a machine or device that is operating within normal parameters, may access the Application and input or retrieve data therefrom. Inmar will use commercially reasonable efforts to make the Application Accessible 24 hours a day, 7 days a week, excluding planned downtime. Inmar is not responsible for force majeure events, internet service slowdowns or interruptions at any point between Client and Inmar, Client or User's use of faulty or incompatible computers, devices, browsers or software or User errors.

**2. Users**

- a. Client will be provided User credentials per Location with which to access the Application, including a user name and password;
- b. Client will be solely responsible for ensuring that User credentials are (a) assigned to and used only by responsible Client personnel, and (b) maintained in a secure manner to avoid misuse or abuse.

**3. Implementation and Training**

- a. Implementation and Training: Client will receive forty (40) hours of implementation and training services in the aggregate ("Implementation and Training Services"); training will be provided to the Users.

Implementation services include the following:

- i. Verify and map data sources to the Inmar data extraction and load interfaces
- ii. Modify load packages
- iii. Configure system metadata
- iv. Load historical data in a format based on the template provided by Inmar, when such data is provided by Client.
- v. Review and integrate customer's 340B requirements

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## vi. Conduct systems integration testing and remediate identified issues

- b. Training will be provided by remote viewer, internet meeting software, video conference or telephone, as is convenient to, and effective for training of Client's Users.
- c. Inmar shall provide the Implementation and Training Services to Client within four (4) weeks of the delivery or final re-delivery date of Client's portal and User credentials.
- d. Inmar will provide training videos and documents on a website which may be accessed by each User, without charge, as often as desired during the Term. Such videos and documents may be altered, deleted or supplemented in Inmar's sole discretion.
- e. Implementation and Training Services above and beyond the initial forty (40) hours set forth above shall be provided at Inmar's standard hourly rates, upon request by Client. Users may not request such Implementation and Training Services without Client's direct written request to Inmar.
- f. Inmar shall provide reasonable support for the Application without additional charge to Client. Support includes troubleshooting access and usage issues; correcting errors, bugs or coding issues; and updating the Application for compatibility with new operating systems and browsers. All support requests must be made by email to an email address designated by Inmar; Client will receive a response to support requests within 24 hours of initial receipt. Inmar will make commercially reasonable measures to identify and implement a solution in a timely manner.

## 4. Documentation

- a. Inmar will provide training and specification documentation ("Documentation") to Client.
  - b. Client may maintain copies of the Documentation for internal use only. Upon termination of the Agreement, Client shall return, and not destroy, all copies of the Documentation to Inmar, without keeping any digital or hard copies of the Documentation.
5. Recall Connector. This function will automatically feed pharmaceutical purchase data captured by the DSCSA Compliance Platform directly to Inmar's OneRecall™ Pharmacy Platform, including up to three (3) years' historical purchase data, subject to Client or Client's vendor providing such historical purchase data. Client must subscribe to both the DSCSA Compliance Platform and the OneRecall Pharmacy Platform in order to receive the Recall Connector and must request the Recall Connector in writing, either by selection on the Order Form or via written request to Inmar.
6. RXTransparent Scan. This add-on functionality will automate the reconciliation function. Client must subscribe to the DSCSA Compliance Platform in order to receive the RXTransparent Scan functionality and must request RXTransparent Scan in writing, either by selection on the Order Form or via written request to Inmar.
7. Ad Hoc Services. Client may request, and Inmar may provide on an ad hoc basis, additional services in support of Client's use of the Application ("Ad Hoc Services"). Such Ad Hoc Services may include custom integrations, research, data generation, etc. If Client requests such Ad Hoc Services, Inmar will provide an estimate to Client inclusive of resources required, scope, and level of effort (measured in number of hours required), and the hourly rate or other fee to be applied. Client will agree in writing (email may suffice) to such estimate prior to Inmar commencing any Ad Hoc Services. Inmar may utilize a third party to provide all or part of the Ad Hoc Services.

## USP<800> Module

The United States Pharmacopeia issued USP General Chapter<800> Hazardous Drugs - Handling in Healthcare Settings ("USP<800>") to set uniform standards and expectations for handling hazardous drugs in healthcare settings as it relates to receipt, storage, compounding, dispensing, administration, and disposal of both sterile and non-sterile hazardous pharmaceutical products. USP<800> serves to promote patient safety, healthcare employee safety, and environmental protection from Hazardous Drugs. The definition of "Hazardous Drugs" is based on the National Institute for Occupational Safety and Health (NIOSH) List of Antineoplastic and Other Hazardous Drugs in Healthcare Settings (the "NIOSH Drug List").

If the USP<800> Module Add-on to DSCSA Compliance Platform Services is selected on the Order Form, Inmar will perform an initial assessment of Client's pharmaceutical product purchases in order to formulate a list of all Hazardous Drugs that would potentially be found within Client's facility using a machine learning algorithm to identify NDC-level detailed drug information for products that have been identified by Inmar as Hazardous Drugs based on the NIOSH Drug List. (the "USP<800> Risk Assessment"). The USP<800> Risk Assessment will be created using purchasing data provided by Client from a minimum of the prior twelve (12) months. For best results, it is recommended that Client provide purchasing (historical) data from the prior 24-36 months for analysis. Inmar will provide the USP<800> Risk Assessment in the form of a Microsoft Excel® spreadsheet that includes NDCs of Client's formulary list and any additional non-formulary NDCs Client has purchased during the timeframe. In addition to the USP<800> Risk Assessment, Inmar will provide continuous monitoring of DSCSA purchase data for any Client purchases identified as new Hazardous Drugs during the Term. The module will alert Client of any new Hazardous Drugs received via the USP<800> function in the DSCSA platform and an email notification and a system refresh will update the USP<800> Risk Assessment to add such Hazardous Drugs.

The USP<800> Risk Assessment will identify the following based on Client's purchasing data:

- A. Product name
- B. Product NDC
- C. NIOSH classification

## One-Time USP<800> Assessment

If the One-Time USP<800> Risk Assessment is selected on the Order Form, Inmar will perform a **one-time** assessment of Client's pharmaceutical product purchases in order to formulate a list of all Hazardous Drugs that would potentially be found within Client's facility using a machine learning algorithm to identify NDC-level detailed drug information for products that have been identified by Inmar as Hazardous Drugs based on the NIOSH Drug List. (the "One-Time USP<800> Risk Assessment"). The One-Time USP<800> Risk Assessment will be created using purchasing data provided by Client from a minimum of the prior twelve (12) months. For best results, it is recommended that Client provide purchasing data from the prior 24-36 months for analysis. Inmar will provide the One-Time USP<800> Risk Assessment in the form of a Microsoft Excel® spreadsheet that includes NDCs of Client's formulary list and any additional non-formulary NDCs Client has purchased during the timeframe. Client shall be solely responsible for generating the non-formulary list based on historical purchases.

Inmar will perform the One-Time USP<800> Risk Assessment within three (3) business days of receiving Client's data submission. Inmar will provide Client with a summary spreadsheet that identifies all Hazardous Drugs Client has purchased, subdivided by current NIOSH classification (e.g., Table 1, Table 2, Table 3). If Client chooses to submit purchasing data for multiple facilities, the list will also be subdivided by the purchasing facility.

The One-Time USP<800> Risk Assessment will identify the following based on Client's purchasing data:

- A. Product name
- B. Product NDC
- C. NIOSH classification

## Additional USP<800> SOPs

Upon request, either by selection on the Order Form or via written request to Inmar, subject to an additional fee, Inmar will develop a Standard Operating Procedure ("SOP") specific to Client's facility. The SOP on Inmar's standard SOP template will provide detailed instructions and guidance for USP<800> compliance. Client may request the USP<800> SOPs in writing, either by selection on the Order Form or via written request to Inmar.



**Services Exhibit**  
**OneRecall™ Pharmacy Platform Services**

**Application: OneRecall™ Pharmacy Platform**

1. Specifications of Application

- a. The OneRecall™ Pharmacy Platform ("OneRecall") is a web-based subscription service that provides comprehensive notification, distribution, and management of product alerts in healthcare organizations. OneRecall provides an immediate improvement in patient safety by automating many of the manual processes currently used by healthcare organizations to handle product and safety alerts. OneRecall is an internet application and therefore subscribers must be able to connect to the internet to use the service. At this time bandwidth requirements are low and OneRecall will operate over a high-speed connection. OneRecall requires up-to-date web browsing software on a subscriber's computer. Reports are available in HTML, PDF, and CSV formats. PDF versions require Adobe Acrobat Reader. CSV formats require Microsoft Excel or Microsoft Excel Reader.
- b. Inmar will not provide or enter any data into the Application, and Inmar does not warrant the accuracy of any data provided or entered into the Application. Client acknowledges that the performance of the Application is contingent upon the complete and accurate entry of appropriate data into the Application. Client agrees that it is solely responsible for the completeness and accuracy of the data entered in the Application by Client.
- c. The Application may be updated from time to time, at the sole discretion of Inmar, to make updates, comply with changes in applicable law, or to increase compatibility with emerging hardware or software ("Maintenance"). There shall be no charge to Client for any such Maintenance.
- d. Inmar may update the Application from time to time, in its sole discretion, to add functionality, new services or modules ("Upgrade"). Such Upgrades will not interfere with Client's ability to use the Application as licensed herein but shall only be available to Client upon execution of an amendment to this Agreement or a new Statement of Work related to such Upgrades.
- e. The Application shall be "Accessible" if Client, with unimpeded access to the internet and using a compatible web browser on a machine or device that is operating within normal parameters, may access the Application and input or retrieve data therefrom. Inmar will use commercially reasonable efforts to make the Application Accessible 24 hours a day, 7 days a week, excluding planned downtime. Inmar is not responsible for force majeure events, internet service slowdowns or interruptions at any point between Client and Inmar, Client or User's use of faulty or incompatible computers, devices, browsers or software or User errors.

2. Users

- a. Client will be provided User credentials per Location with which to access the Application, including a username and password.
- b. Client will be solely responsible for ensuring that User credentials are (a) assigned to and used only by responsible Client personnel, and (b) maintained in a secure manner to avoid misuse or abuse.

3. Implementation and Training Services

- a. Training & Support: (a) Upon Client signing this Agreement, the Subscriber Account Administrator shall be sent via email a website link to the Inmar OneRecall online training application. The OneRecall online training application will provide comprehensive user implementation training. (b) Inmar provides a OneRecall help desk to answer questions by phone or email. Help desk support is available Monday through Friday, from 8:00 a.m. to 8:00 p.m., eastern standard time (excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Eve and Day) for resolution of any problems in using the features of the Application.
- b. Implementation and Training will be provided by remote viewer, internet meeting software, video conference or telephone, as is convenient to, and effective for training of Client's Users.

4. OneRecall Alert Content

- a. Statement Regarding Third Party Web Site Content and Subscriber Submitted Material: The Application may include hyperlinks to websites not owned or controlled by Inmar and access to content, products and service from third parties. Inmar is not responsible for the availability of and any content on those websites to which it provides links. The inclusion of such links does not imply an endorsement of any product, service or entity by Inmar. Client agrees Inmar is not responsible for third party

content accessible through the Application, including opinions, advice, statements and advertisements, and Client understands that it bears all risks associated with the use of such content and that Inmar is not responsible for any loss or damage of any sort Client may incur from dealing with any such third party. The Application may distribute information from other subscribers relating to problem reports on a defect in a product that has not yet been reported by the manufacturer or a governmental agency. Inmar is not responsible for the content or accuracy of the problem reports sent out to the subscriber as a OneRecall Alert

- b. The alerts and information contained therein ("information") provided by the Application are based on information obtained by Inmar from third parties or submitted to Inmar by third parties and aggregated by Inmar. Inmar has not independently tested any product or verified the information provided by the third parties. Further, Inmar assigns each alert a domain that roughly corresponds to a hospital department. This domain identifier facilitates routing of each alert to OneRecall subscribers. Client may elect not to activate one or more domains and thereby turn off receipt of specific alerts. Inmar expressly disclaims any liability arising from Client's decision not to activate a OneRecall domain.
- c. Client hereby agrees that Inmar may disclose Client's BRF information related to a recall event to the applicable product manufacturer.

## 5. Documentation

- a. Inmar will use commercially reasonable efforts to maintain Client's account transaction history for a period of seven (7) years from the date of the activity. After the seven (7) year period, Inmar may archive closed Alert records from the OneRecall database. A copy of the archived records will be sent in electronic format to Client at its last known address. At the end of an active subscription and upon written request by Client, Inmar will furnish Client a copy of the account transaction history after which Inmar then may remove all of Client's records from the database. Except as required below, Inmar will have no obligation to retain Client's account transaction history or any other data related to the account after it is delivered to Client in electronic format. Access to vendor records: Inmar agrees to make available to Client and its authorized representatives, all records relating to the nature and extent of charges hereunder.
8. Client may maintain copies of the Documentation for internal use only. Upon termination of this Agreement, Client shall return, and not destroy, all copies of the Documentation to Inmar, without keeping any digital or hard copies of the Documentation.
  9. Recall Connector. This function will automatically feed pharmaceutical purchase data captured by the DSCSA Compliance Platform directly to Inmar's OneRecall™ Pharmacy Platform, including up to three (3) years' historical purchase data. Client must subscribe to both the DSCSA Compliance Platform and the OneRecall Pharmacy Platform in order to receive the Recall Connector and must request the Recall Connector in writing, either by selection on the Order Form or via written request to Inmar.
  10. Ad Hoc Services. Client may request, and Inmar may provide on an ad hoc basis, additional services in support of Client's use of the Application ("Ad Hoc Services"). Such Ad Hoc Services may include custom integrations, research, data generation, etc. If Client requests such Ad Hoc Services, Inmar will provide an estimate to Client inclusive of resources required, scope, and level of effort (measured in number of hours required), and the hourly rate or other fee to be applied. Client will agree in writing (email may suffice) to such estimate prior to Inmar commencing any Ad Hoc Services. Inmar may utilize a third party to provide all or part of the Ad Hoc Services.

**Hospital Vendor Contract Summary Sheet**

1.     ☐ Existing Vendor                      ☒ New Vendor
2.     **Name of Contract:** Convatec, Inc
3.     **Contract Parties:** Convatec /MRMC
4.     **Contract Type Services:** Business Associate Agreement
5.     **Impacted Hospital Departments:** Wound Care
6.     **Contract Summary:** This agreement allows for protected health information to be shared between Convatec, Inc and MRMC to provide wound care grafts for patient use inpatient and outpatient.
7.     **Cost:** Depends on usage
8.     **Prior Cost:** none
9.     **Term:**
10.    **Termination Clause:**
11.    **Other:**

## Business Associate Agreement

This Business Associate Agreement (the “Agreement”) is made and entered into as of [<<<Insert Date>>>] and between Mangum Regional Medical Center, (the “Covered Entity”) and Convatec, Inc., (the “Business Associate”), in accordance with the meaning given to those terms at 45 CFR §160.103. In this Agreement, Covered Entity and Business Associate are each a “Party” and, collectively, are the “Parties”.

WHEREAS, The Parties have entered into or will enter into one or more agreements under which the Business Associate provides or will provide certain specified services to Covered Entity (collectively, the “Services Agreement”);

WHEREAS, the nature of the contractual relationship between the Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, as amended and extended by the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, the implementing regulations at 45 C.F.R. Parts 160, 162, and 164 promulgated by the United States Department of Health and Human Services (“DHHS”), along with any guidance or regulations issued by DHHS, and other applicable laws (collectively, “HIPAA Rules”).

WHEREAS, by providing the services pursuant to the Service Agreement, the Business Associate will become a “business associate” of the Covered Entity as such term is defined under the HIPAA Rules.

WHEREAS, the parties wish to enter into this Agreement to set forth their understanding with regard to Business Associate's Use and Disclosure of Protected Health Information (defined below) in accordance with the business associate agreement requirements of the HIPAA Rules.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. Definitions

As used in this Agreement, the following terms shall have the indicated meaning. Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Rules. The definitions below which set forth a reference to the Code of Federal Regulations are defined HIPAA terms, and such definitions are incorporated herein as though set forth in full. A change to the HIPAA Rules that modifies any defined term, or that alters the regulatory citation for the definition, shall be deemed incorporated into this Agreement.

- 1.1. “Services Agreement” means the written agreement(s) between Covered Entity and Business Associate, whereby Business Associate provides or will provide certain services to Covered Entity and, in providing those services, may have access to PHI.
- 1.2. “Authorization” shall have the meaning given to the term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.508.

- 1.3. “Breach” shall have the same meaning as the term “breach” in 45 C.F.R. Section 164.402 and shall include the unauthorized acquisition, access, use or disclosure of PHI that compromises the security or privacy of such information.
- 1.4. “Business Associate” shall mean Convatec, Inc., as defined. Where the term “business associate” appears without initial capital letters, it shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 160.103.
- 1.5. “Covered Entity” shall mean the Distributor, as defined. It shall also have the meaning given to the term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 160.103.
- 1.6. “Data Aggregation” shall have the meaning, with respect to PHI created or received by Business Associate in its capacity as the “business associate” under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other “covered entity(ies)” under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of “data aggregation” in this Agreement shall be consistent with the meaning given to that term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.501.
- 1.7. “Designated Record Set” shall have the meaning given to the term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.501.
- 1.8. “Electronic Protected Health Information” (“EPHI”) shall have the meaning given to the term Electronic Protected Health Care Information under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 160.103, that is created, received, maintained or transmitted from or on behalf of Covered Entity.
- 1.9. “Health Care Operations” shall have the meaning given to the term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.501.
- 1.10. “HIPAA Rules” shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended and extended by the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, the implementing regulations at 45 C.F.R. Parts 160, 162, and 164 promulgated by the United States Department of Health and Human Services (“DHHS”), along with any guidance or regulations issued by DHHS, and other applicable laws.
- 1.11. “HHS” shall mean the U.S. Department of Health and Human Services.
- 1.12. “HITECH ACT” shall mean the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

- 1.13. “Individual” shall have the meaning given to the term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 160.103. It shall also include a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).
- 1.14. “Privacy Rule” shall mean that part of the HIPAA Rules set forth in 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.15. “Protected Health Information” (“PHI”) means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual, and shall have the meaning given to the term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 160.103, that is created, received, maintained or transmitted from or on behalf of Covered Entity.
- 1.16. “Required by Law” shall have the meaning given to the term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.103.
- 1.17. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification or destruction of EPHI, or interference with system operations in an information system pursuant to 45 CFR Section 164.304. For purposes of this Agreement, a Security Incident does not include inconsequential incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate.
- 1.18. Security Standards shall mean those security standards promulgated or to be promulgated pursuant to HIPAA and other applicable federal or state regulations or statutes.
- 1.19. “Unsecured Protected Health Information” or “Unsecured PHI” shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary of DHHS in guidance or as otherwise defined in 45 C.F.R. Section 164.402.

## 2. **Obligations and Activities of Business Associate**

- 2.1. Permitted Use and Disclosure of Protected Health Information. Except as otherwise provided in this Agreement, Business Associate agrees to only use, access, and/or disclose PHI as reasonably necessary to satisfy its obligations under the Services Agreement or this Agreement, or as Required by Law. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
  - a. Permitted Use. Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate’s business and to carry out its legal responsibilities. Business Associate may not use PHI

in any manner that would constitute a violation of the HIPAA Rules if done by Covered Entity, except that Business Associate may use PHI if necessary: (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; or (iii) to provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify the PHI in accordance with 45 CFR 164.514(a)-(c).

- b. Permitted Disclosure. Business Associate may disclose PHI for its proper management and administration, or to carry out its legal responsibilities, provided the disclosures are (i) required by law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Minimum Necessary. Any permitted Use or Disclosure shall be consistent with the minimum necessary requirements set forth in the HIPAA Rules. Business Associate further represents that, to the extent it requests Covered Entity to disclose PHI to Business Associate, such request will only be for the minimum PHI necessary for the accomplishment of Business Associate's purpose.

2.2. Safeguarding PHI and Personal Information. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement. Business Associate further agrees to use appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of any PHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity, in accordance with the HIPAA Rules. Business Associate agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this Agreement and to ensure that the actions or omissions of its employee or agents do not cause Business Associate to breach the terms of this Agreement.

2.3. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

2.4. To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

### 3. **Breach of Privacy or Security Obligations.**

3.1. Reporting Disclosures of PHI and Security Incidents. Business Associate will report to Covered Entity in writing any use or disclosure of PHI not provided for by this Agreement of which it

becomes aware and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within thirty (30) business days of becoming aware of the event.

- 3.2. Reporting Breaches of Unsecured PHI. Business Associate will notify Covered Entity in writing promptly upon the discovery of any Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR §164.410, but in no case later than thirty (30) calendar days after discovery of a Breach.
- 3.3. Mitigation of Disclosures of PHI. Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this Agreement.
- 3.4. Agreements with Agents or Subcontractors. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides or transmits PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to provide in writing the same restrictions and conditions concerning uses and disclosures of PHI contained in this Agreement and agrees to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity.
- 3.5. Access to Information. Business Associate agrees, at the request of Covered Entity, to provide Covered Entity access to PHI about an Individual contained in a Designated Record Set (if any) in a prompt commercially reasonable manner in order to enable Covered Entity to meet the requirements of 45 C.F.R. Section 164.524. In the event any Individual or personal representative requests access to the Individual's PHI directly from Business Associate, Business Associate, within ten (10) business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity.
- 3.6. Amendment of Protected Health Information. Business Associate agrees to make any amendment of an Individual's PHI or a record regarding an Individual contained in a Designated Record Set (if any) that Covered Entity directs or agrees to pursuant to 45 C.F.R. Section 164.526 at the request of Covered Entity or an Individual, within fifteen (15) business days of Covered Entity's request. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate, within ten (10) business days, will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity.



- 3.7. Accounting of Disclosures. Business Associate agrees to document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure. Business Associate will furnish to Covered Entity information collected in this Section, within ten (10) business days after written request by Covered Entity, to permit Covered Entity to respond to an accounting of disclosure request as required by 45 CFR §164.528.
- 3.8. Responding to Requests by Individuals. With respect to the forgoing Sections 3.5, 3.6 and 3.7, in no case shall Business Associate be responsible for responding directly to any Individual who submits a request to Business Associate, provided that Business Associate shall promptly forward such request to Covered Entity in accordance with Sections 3.5, 3.6 or 3.7.
- 3.9. Auditing, Inspections and Enforcement. Upon reasonable notice, Business Associate agrees to make its internal practices, books and records relating to the use or disclosure of PHI available to the Secretary of DHHS, or the Secretary's designee, in a prompt commercially reasonable manner for purposes of determining Covered Entity's compliance with the HIPAA Rules.

#### 4. **Covered Entity's Obligations**

- 4.1. Notice of Limitations and Restrictions. Covered Entity shall notify Business Associate of any limitations or restrictions in Business Associate's ability to use or disclose Covered Entity's PHI to the extent that such limitations or restrictions may affect Business Associate's use or disclosure of PHI, within a reasonable period of time after Covered Entity becomes aware of or agrees to such limitations or restrictions.
- 4.2. Revocation of Authorization by Individual. Covered Entity agrees to inform Business Associate of any change to, or revocation of, an Individual's Authorization to use or disclose PHI to the extent that such change may affect Business Associate's use or disclosure of PHI, within a reasonable period of time after Covered Entity becomes aware of such change.
- 4.3. Restrictions on Use and Disclosure. Covered Entity agrees to notify Business Associate of any restrictions to the use or disclosure of PHI agreed to by Covered Entity in accordance with 45 C.F.R. Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 4.4. Permissible Requests. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered

Entity. Requests by Covered Entity for Business Associate to disclose PHI to a third party will be in writing and will specify whether or not the third party is also a business associate of Covered Entity.

4.5. Safeguards. Covered Entity shall use appropriate safeguards in accordance with 45 C.F.R. §164.306 and any related implementing regulations, to ensure the security of PHI provided to Business Associate pursuant to the Services Agreement and this Agreement, until such PHI is received by Business Associate.

4.6. Compliance. Covered Entity shall comply with all HIPAA Rules applicable to Covered Entity.

## 5. Termination of Agreement

5.1. Term. The term of this Agreement shall end upon termination of the Services Agreement, subject, however, to the requirements of Section 5.3 for return or destruction of all PHI.

5.2. Termination Upon Breach of Provisions Applicable to Protected Health Information or Personal Information. Any other provision of this Agreement notwithstanding, this Agreement may be terminated by either Party upon thirty (30) days' prior written notice to the other Party in the event that the other Party materially breaches any obligation of this Agreement and fails to cure the breach within such thirty (30) day period.

5.3. Return or Destruction of Protected Health Information and Personal Information Upon Termination. Upon termination of this Agreement and the Services Agreement, Business Associate shall either return to Covered Entity or destroy all PHI in Business Associate's possession and in the possession of its agents or subcontractors. Business Associate shall not retain any copies of PHI. Notwithstanding the foregoing, if Business Associate determines that returning or destroying PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make return or destruction infeasible, for so long as Business Associate maintains such PHI.

## 6. Miscellaneous

6.1. Ownership of Protected Health Information and Personal Information. As between Business Associate and Covered Entity, the PHI and any related information created for or received from or on behalf of Covered Entity is, and will remain, the property of Covered Entity, including any and all forms thereof developed by Business Associate in the course of fulfilling its obligations pursuant to the Services Agreement. Business Associate agrees that it acquires no ownership rights in or title to PHI or any related information.

6.2. Notices. All notices, requests and demands or other communications to be given under this Agreement to a Party will be made via either first class mail, registered or certified or express courier, or electronic mail to the Party's address given below:

If to Covered Entity, to:

If to Business Associate, to:

Data Protection Officer

- 6.3. Remedies. Notwithstanding any rights or remedies set forth in this Agreement or provided by law, each Party retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the other Party, the other Party's agents or subcontractors, or any third party who has received PHI from either Party.
- 6.4. Amendment to Comply With Law. Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow either Party to comply with the standards and requirements of the HIPAA Rules and other applicable state and federal laws relating to the security or confidentiality of PHI. Business Associate and Covered Entity will comply fully with all applicable standards and requirements of such federal or state regulations or statutes. To the extent that any amendment of such laws requires changes to this Agreement, Business Associate shall provide written notice to Covered Entity of such changes and this Agreement shall be automatically amended to incorporate the changes set forth in the written notice provided by Business Associate to Covered Entity unless the Covered Entity objects to such changes in writing within fifteen (15) days of receipt of such notice. If Covered Entity objects in a timely manner to such amendment, the Parties shall work in good faith to reach agreement on a change to this Agreement that complies with the amendment of such laws. If the Parties are unable to reach agreement on a change to this Agreement within forty-five (45) days of the date that Business Associate receives written objection from Covered Entity, then either Party may terminate this Agreement upon written notice of such termination.
- 6.5. Other Amendments. Any other amendment to this Agreement unrelated to compliance with applicable law and regulations shall be effective only upon execution of a written agreement between the Parties.
- 6.6. Survival. The respective rights and obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement and the Services Agreement.
- 6.7. Effect on Services Agreement. The provisions of this Agreement shall prevail over any provisions of the Services Agreement that conflict with or are inconsistent with any provision of this Agreement. All other terms of the Services Agreement shall remain in full force and effect.
- 6.8. Prior Business Associate Agreements. This Agreement shall supersede and prevail over any prior business associate agreements between the Parties.

- 6.9. Interpretation. This Agreement and the Services Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules. The Parties agree that any ambiguity in this Agreement or the Services Agreement shall be resolved in favor of a meaning that complies with and is consistent with the HIPAA Rules.

In light of the mutual agreement and understanding described above, the Parties execute this Agreement as of the date first written above.

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

Name:

Title:

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

Name:

Title:

## Hospital Vendor Contract Summary Sheet

1. ☒ Existing Vendor ☐ New Vendor
2. **Name of Contract: Millipore Sigma**
3. **Contract Parties: Millipore Sigma /MRMC**
4. **Contract Type Services: Total Coverage**
5. **Impacted Hospital Departments: Laboratory (Chemistry water source.)**
6. **Contract Summary:** Total Coverage: Unlimited troubleshooting/repair visits during normal business hours (Monday - Friday, 8am - 5pm). All necessary spare parts are replaced free of charge. The Service Total Plan does not cover consumables such as filtration cartridges, UV Lamps, RO Membranes or EDI Modules
7. **Cost 2,334.38**
8. **Term:** Expiration Date: July 16, 2026
9. **Termination Clause:** In addition to any other remedies provided hereunder, Seller may immediately terminate the Agreement upon written notice if Purchaser: (a) fails to pay any amount when due; (b) has not otherwise performed or complied herewith, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors
10. **Other:2024 year's cost 6,399.50**
11. 2025 cost was free due to New Dimension analyzer
12. **Costs for the upcoming year will be prorated due to payment on old analyzer that was never utilized completely due to the new we purchased.**

EMD Millipore Corporation  
400 Summit Drive  
Burlington, MA 01803

Phone: (800) 645-5476  
Fax: (800) 645-5439  
Email:  
CustomerCare@MilliporeSigma.com

Remit to:  
EMD Millipore Corporation  
25760 Network Place  
Chicago, IL 60673-1257

<https://www.sigmaaldrich.com>

### Our Ref SC-463431-1.2

June 16, 2025


Expiration Date: July 16, 2025

Mangum Regional Medical Ctr  
Ms. Tonya Bowen  
1 Wickersham Drive  
Mangum, OK 73554  
United States  
+15807823353

Ms. Bowen,

Thank you for choosing our Milli-Q® BioMedical Service Plan. At MilliporeSigma we know that in today's demanding laboratory environment, one of the most valuable assets you have is your time. We are committed to helping you focus on your work.

All our Milli-Q® Service Plans will give you access to the following:

-  Connection to MyMilli-Q™ – You have the benefit of using MyMilli-Q™, a digital service that streamlines the care of your Milli-Q® Water Purification Systems and helps you manage your Milli-Q® service plans. From the web portal, you can track your service history, schedule maintenance visits, manage consumable deliveries and renew your contracts. To enable the activation, you simply need to provide the email address of the main user of MyMilli-Q™ in the dedicated section below.
- Technical Support Hotline – In-house support experts are available to diagnose, investigate, solve customer issues and schedule repair visits if/when required. You can reach our Technical Service team at (888) 645-5478. Please have your serial number ready.
- Genuine MilliporeSigma Parts – Only genuine MilliporeSigma parts produced in an ISO® 9001 manufacturing site are used to service your water purification system.
- Expert Maintenance Support – Only factory-trained field service engineers repair and maintain water purification systems in compliance with MilliporeSigma's worldwide service operating procedures.

Our service experts identified the following plan as the best product matching your specific service needs:

BioMedical Service Coverage:

- Unlimited troubleshooting/repair visits during Normal Business Hours (Monday – Friday / 8am - 5pm).
- All necessary spare parts replaced free of charge.
- Consumables included for maintaining proper system performance.
- An annual preventive maintenance visit, including Mechanical, Hydraulic and Electrical checks of your system.

- Comprehensive checkup of system specifications and operational functions.
- Preventive replacement of worn parts using a system-specific maintenance kit.
- Auditable service operating procedures.
- Software and Firmware updates.

You may submit your purchase order directly to me via fax, e-mail, or direct mail. We also accept credit card orders if you cannot submit a purchase order.

**\*\*To receive same month service, your order needs to be submitted to us by the 1<sup>st</sup> day of the month in which service is needed. To accelerate the PO process, please be sure to fill out the Order Form that is attached to this quotation. Should you require an expedited shipment, a surcharge will be applied for the additional shipping charges.\*\***

My contact information is listed below in the closing of this letter. Upon receipt of your purchase order, we will implement your plan immediately to ensure uninterrupted service and coverage.

Should you have any questions or need additional information, please do not hesitate to contact me. Again, we thank you for your continued business.

Sincerely,



Andrea Ochoa-Caceres  
Maintenance Contracts Sales | Leading Expert  
Applied Solutions  
781-533-1151  
andrea.ochoa-caceres@milliporesigma.com

**Our Ref SC-463431-1.2**

June 16, 2025

Expiration Date: July 16, 2025

Mangum Regional Medical Ctr  
Ms. Tonya Bowen  
1 Wickersham Drive  
Mangum, OK 73554  
United States  
+15807823353

## Quotation

### Year 1 - AFS® 8D - ZAFS08DWW F3PB63376B

Catalogue Number	Description	Estimated availability if ordered today	Qty	Unit Net Price (USD/\$)	Total Net Price (USD/\$)
1 ZWR0C0V1	RO COVERAGE FLR1 MULTI YEAR CLINICAL	Eff 6/13/2025 - 6/30/2026	1	95.00	95.00
2 ZWAF1ESUT0	AFS ESS 8,8D TOTAL™ COVERAGE	Eff 6/13/2025 - 6/30/2026	1	452.50	452.50
3 ZWAF1ESUE0	AFS ESS 8,8D PREVENTIVE MAINTENANCE	Visit 2/2026	1	508.16	508.16
4 ZWAADADES	DADE AFS DECONTAMINATION	Visit 2/2026	1	327.68	327.68
5 ZLXUVLPL1	UV LAMP FOR TANKASM/RIOS/ELIX-L	Ship 1/2026	1	279.04	279.04
6 P90050US	Selective Micro Clean 750A	Visit 2/2026	1	0.00	0.00
7 ZWAAZONE3	TRAVEL ZONE 3	Visit 2/2026	1	672.00	672.00
<b>Total(USD/\$)</b>					2,334.38
<b>Year 1 - Sub Total(USD/\$)</b>					2,334.38
<b>Grand Total(USD/\$)</b>					2,334.38





Mangum Regional Medical Ctr  
Ms. Tonya Bowen  
1 Wickersham Drive  
Mangum, OK 73554  
United States  
+15807823353

**Our Ref SC-463431-1.2**  
June 16, 2025  
Expiration Date: July 16, 2025

### Order Form

This form may be used in lieu of a hard copy Purchase Order, if the order total is under \$10,000.

\*\*\*\*\***ALL FIELDS ARE REQUIRED**\*\*\*\*\*

**Ship to Address (Required):**

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**Bill to Address (Required):**

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**Purchase Order Number (Required)\*:**

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**Purchase Order Dollar Value (Required)\*\*:**

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\*For credit card orders, please enter your name and a phone number in which to reach you. Customer Service will contact you upon entry to collect your credit card information.

\*\*Please enter the total amount of your agreement, including any optional items, you wish to purchase in this field. Orders over \$10k will require a hardcopy purchase order.

**Please place a check next to your preferred invoice method (Required):**

☐ **Pay As You Go** (invoices are issued as product ships or service is rendered)

☐ **Prepaid** (one invoice for the total amount of the agreement is issued upfront)

MilliporeSigma Shipping Terms are Prepaid & Added

MilliporeSigma FOB Terms are FOB Shipping Point

Payment Terms are Net 30

**Initial here to accept:** \_\_\_\_\_

**You may email or fax the completed form to [NAOperations@Milliporesigma.com](mailto:NAOperations@Milliporesigma.com) or 978-715-1561.**

Quotations issued to businesses without an active account are conditional, subject to submission and approval of a new account application according to MilliporeSigma's standard account policies.

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. Applicability

1.1 These terms and conditions of sale (these "Terms"), any Sales Documents accompanying or referencing these Terms, and Supplemental Terms, if any, comprise the entire agreement (the "Agreement") between EMD Millipore Corporation or an affiliate thereof ("Seller") and the Purchaser ("Purchaser") with respect to the purchase and sale of Products ("Products") and Services ("Services") indicated on Sales Documents. "Sales Documents" means any document, print or digital, provided by Seller in the purchase and sale process, including but not limited to quotations, invoices, documents confirming, acknowledging or accepting an order ("Order Confirmation") and shipping documents. If the parties have signed a contract applicable to the sale of certain Products and/or Services, the terms of such contract shall prevail to the extent they are inconsistent with these Terms.

1.2 These Terms prevail over any Purchaser's terms regardless of when such terms are provided. Fulfillment of Purchaser's order does not constitute acceptance of any of Purchaser's terms and does not serve to modify or amend these Terms.

1.3 Certain Products and Services may be subject to additional terms ("Supplemental Terms") not contained herein, which, when applicable, may be referenced on or provided with Sales Documents or Seller's websites or provided by Seller upon request.

1.4 The Agreement between Seller and Purchaser is created when Seller confirms, acknowledges or begins to fulfill Purchaser's order. Purchaser may not modify or cancel the Agreement without Seller's express written consent. Modification or cancellation may require payment by Purchaser of certain costs incurred by Seller.

### 2. Delivery and Performance

2.1 Delivery dates provided by Seller are non-binding and time of delivery is not of the essence. Seller shall not be liable for any delays, loss or damage in transit.

2.2 Unless otherwise agreed in writing, Products are shipped using Seller's standard packaging and shipping methods, for which fees may apply. Unless otherwise agreed upon in writing by the parties or set forth in an Order Confirmation, (i) delivery of Products shall be made by **2PT** Purchase's Ship To Address (INCOTERMS® 2020), (ii) freight costs shall be prepaid by Seller and added to its invoice to Purchaser, and (iii) title to Products (excluding any Software) shall pass to Purchaser upon their arrival at the destination.

2.3 Seller may, in its sole discretion, make partial shipments of Products and invoice immediately therefor. Purchaser shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Purchaser's order.

2.4 With respect to certain Products, Seller reserves the right to (a) require the purchase of entire lots; and (b) allocate supply, to the extent such allocation is deemed necessary by Seller, among any or all customers (including Seller's affiliates and distributors) at its sole discretion, without liability for any failure of performance which may result therefrom.

2.5 Seller shall determine the location of Services. If Services are provided at Seller's site or a third-party site authorized by Seller, Purchaser shall be responsible for any shipping and transportation costs, including any insurance costs, if applicable. If Services are provided at Purchaser's site or another site under Purchaser's control, Purchaser shall (a) cooperate with Seller in all matters relating to the provision of Services and provide access to premises and facilities as may reasonably be necessary or requested, including a safe work environment; (b) promptly provide any requested materials, direction, information, approvals, authorizations, or consents ("Information"); and (c) ensure that such Information is materially complete and accurate.

### 3. Use of Products

3.1 Purchaser shall (a) comply with all instructions, limitations, specifications, use statements or conditions of use made available by Seller, including but not limited to product data, product information, safety data sheets, limited use information and labeling ("Use Documents"), and (b) properly test, use, manufacture and market Products and materials produced with Products.

3.2 Purchaser acknowledges that Products are not tested for safety and efficacy in food, drug, medical device, cosmetic, commercial or any other use, unless otherwise explicitly stated in Use Documents. Purchaser is solely responsible for: (a) obtaining any necessary intellectual property permission related to the use of Products, (b) compliance with all applicable regulatory requirements and generally accepted industry standards, and (c) conducting all necessary testing and verification, including for fitness for the intended purpose.

3.3 If the applicable Use Documents, including but not limited to the limited use label license, indicate that the Products are offered and sold for research purposes only, Purchaser has no express or implied authorization from Seller to use such Products for any other purpose, including, without limitation, in vitro diagnostic purposes, in foods, drugs, medical devices or cosmetics for humans or animals or for commercial purposes. Purchaser shall not market, distribute, resell or export Products for any purpose, unless otherwise agreed by Seller in writing.

### 4. Inspection and Rejection of Nonconforming Products

4.1 Purchaser shall inspect Products no later than five (5) days after receipt ("Inspection Period"). Purchaser will be deemed to have accepted the delivered Products unless it notifies Seller in writing of any Nonconforming Products during the Inspection Period, furnishing evidence or other documentation if required. "Nonconforming Products" means only those delivered Products, or quantity thereof, which are different than identified in the Order Confirmation.

4.2 If notified in accordance with Section 4.1, Seller shall, in its sole discretion, (a) replace such Nonconforming Products with conforming Products, or (b) credit the price for such Nonconforming Products or, at the event of partial delivery, adjust the invoice to reflect the actual quantity delivered. Seller reserves the right to inspect Products. Purchaser acknowledges and agrees that the remedies set forth herein are the exclusive remedies for delivery of Nonconforming Products.

4.3 Any returns, if authorized, shall be handled in accordance with Section 8 below.

### 5. Price and Payment

5.1 Purchaser shall purchase Products and Services from Seller at the prices offered by Seller, including but not limited to prices in a valid quotation or prices on a published price list valid as of date of the applicable Order Confirmation. If there is a price increase before Products are shipped, then the Agreement shall be construed as if the increased prices were originally inserted therein, and Purchaser shall be invoiced by Seller in accordance therewith.

5.2 All prices are exclusive of all sales, use, and excise taxes, duties, customs, tariffs, and any other similar taxes or charges of any kind imposed by any governmental authority or quasi-governmental authority on any amounts payable by Purchaser. Purchaser shall be responsible for all such taxes and charges; provided, however, that Purchaser shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

5.3 Purchaser shall pay all invoiced amounts within thirty (30) days from date of invoice to the specified bank account or as otherwise instructed.

5.4 Purchaser shall pay interest on all late payments at the lesser of (a) the rate of eight percent (8%) per annum above the base interest rate of the European Central Bank or (b) the highest rate permissible under applicable law, calculated daily and compounded monthly, until payment in full is received. Seller shall not be responsible for collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law, Seller may, without notice to Purchaser, delay or postpone delivery of Products and/or performance of Services and may, at its option, change the terms of payment with respect to any undelivered Products and/or unperformed Services.

5.5 Purchaser shall not withhold payment of any amounts due and payable hereunder by reason of any set-off of any claim or dispute with Seller.

### 6. Software and Use Documents License Terms

6.1 If any software or Use Documents are provided or licensed by Seller to Purchaser, including software provided together or in connection with any Products or Services ("Software"), the terms provided with such Software or Use Documents shall apply. If there are no terms provided therewith, these Terms, including Section 6, shall apply.

6.2 Seller grants Purchaser the right and license to use the copy of the Software and the Use Documents as provided by Seller. The license rights granted herein may not be transferred to another party unless such party agrees in writing to comply with these Terms. In any case, Software provided together or in connection with any Products or Services shall not be transferred separately from such Products or Services.

6.3 The Software, Use Documents and related intellectual property rights including, without limitation, copyrights are owned by Seller, an affiliate, and/or certain suppliers of Seller or its affiliates, and title to the Software, Use Documents or respective intellectual property rights shall not pass to Purchaser or any other third party. Purchaser understands that its use of any third-party software is subject to, and it will comply with, the terms of any applicable third-party license agreements or notices and to the rights of any other third-party owners or providers of software or firmware included in the Software.

6.4 Purchaser shall (a) only use the Software and Use Documents with Products or Services for which it is provided or for a purpose within the scope of the application for which it is provided, (b) not cause or permit any reverse engineering, disassembly, de-compilation, modification or adaptation of the Software or the combination of the Software with any other software, or (c) not move the Software to any country in violation of United States Foreign Asset Control Regulations or other applicable import or export control regulations.

6.5 Any replacements, fixes or upgrades of the Software shall be provided subject to the same restrictions and other provisions contained herein, unless such replacement, fix or upgrade is provided with a separate license agreement. Any such replacements, fixes or upgrades shall be provided at prices and payment terms as specified by Seller.

### 7. Limited Warranties

7.1 Seller warrants to Purchaser that Products will conform to Seller's published specifications for (a) one (1) year from the date of shipment of Products or (b) the remaining shelf life or the period prior to the expiration date of Product, whichever is shorter.

7.2 Seller warrants that Services shall be performed in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and Seller shall devote adequate resources to meet its obligations under the Agreement. Any claim that Seller has breached the obligation herein must be made within the ninety (90) day period after the performance of the applicable Services.

7.3 Seller warrants that the Software, including any upgrades thereto, will materially conform to published specifications for one (1) year from date of delivery.

7.4 Except for the warranties set forth above, Seller makes no warranty whatsoever with respect to Products (including any uses thereof), Services, the Software or any technical assistance or information that it provides, including (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; or (c) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise. Any suggestions by Seller regarding use, selection, application or suitability of Products shall not be construed as an express or implied warranty.

7.5 The limited warranties set forth above do not apply unless: (a) Purchaser gives written notice of the defect(s) to Seller immediately upon discovery; (b) if applicable, Seller is given reasonable opportunity to examine the relevant Products, Services or Software; and (c) the defect(s) are verified by Seller.

7.6 The limited warranty set forth in Section 7.1 does not apply if: (a) a defect arises as a result of a breach of the obligations in Section 3; (b) any unauthorized installation, repairs, modifications, upgrades, maintenance or other servicing of Products occurs; (c) a defect arises as a result of normal wear and tear or lack of proper maintenance; or (d) Products are used beyond the shelf life or expiration date as set forth in the applicable Use Documents.

7.7 The limited warranty set forth in Section 7.2 does not apply if an equipment failure or defect results directly or indirectly from the following: (a) non-compliance with Use Documents; (b) any misuse, theft, water flow-back, neglect or wrongful act by Purchaser, its contractors or agents; (c) accidents or shipping related damage; (d) electrical failure; (e) vandalism, explosion, flood or fire, weather or environmental conditions; or (f) any unauthorized installation, repairs, modifications, upgrades, maintenance or other servicing. If this limitation applies but Seller, at its sole discretion, elects to re-perform the applicable Services, Purchaser may be charged for fees and expenses, including but not limited to travel costs and any working time of Seller's employees, contractors or agents (at list rate).

7.8 The limited warranty set forth in Section 7.3 does not apply to any defects arising out of or relating to (a) Purchaser's breach of Section 6.4; (b) Purchaser's failure to promptly install required updates; or (c) the operation of Purchaser or a third-party system or network.

7.9 Subject to the conditions set forth above in this Section, including the time limitations set forth in Sections 7.1, 7.2 and 7.3, Seller shall, in its sole discretion (a) with respect to Products or Software, either repair or replace Products or Software (or the defective part thereof) and if Seller is unable to repair or replace, Seller shall credit the price of such Products, Software or the part thereof; or (b) with respect to Services, re-perform the applicable Services or credit the price of such Services at the pro rata contract rate. The remedies set forth herein shall be Purchaser's sole and exclusive remedy and Seller's entire liability for any breach of its warranty.

### 8. Returns

Purchaser shall not return Products without Seller's prior written consent. Seller reserves the right to inspect Products at Purchaser's site and/or require disposal instead of return. All returns must be in compliance with Seller's instructions and may be subject to a restocking charge. Certain Products (e.g. diagnostic reagents; refrigerated or frozen products; custom Products or special orders) may not be returned under any circumstances. Title to returned Products shall transfer to Seller upon acceptance at the facility designated by Seller. Any returned Products must be in their original packaging with the original label affixed, and unaltered in form and content.

### 9. Limitation of Liability and Indemnification

9.1 Purchaser assumes all risk and liability for loss, damage or injury to persons or to property of Purchaser or others arising out of (a) the transport, storage or use of Products or Software, including infringement of any third-party intellectual property rights resulting from Purchaser's specific use of Products or Software and (b) any provision or use of Services. If Seller's performance of its obligations is prevented or delayed by any act or omission of Purchaser, its agents or subcontractors, Seller shall not be deemed in breach of its obligations or otherwise liable for any costs, charges, or losses sustained or incurred by Purchaser or others, in each case, to the extent arising directly or indirectly from such prevention or delay.

9.2 Purchaser shall indemnify and hold Seller, its affiliates, and their respective agents, employees, and representatives, harmless from and against all claims, damages, losses, costs and expenses (including attorney's fees) (a) arising from or in connection with the transport, storage, sale or use of Products, (b) resulting from Purchaser's breach of the Agreement, and/or (c) arising from the negligence, recklessness or misconduct of Purchaser, its affiliates, or their respective agents, employees, partners or subcontractors.

9.3 Except as otherwise expressly provided herein, Seller shall not indemnify nor be liable to Purchaser or any person or entity for any claim, damage or loss arising out of the Products, including the sale, transport, storage, failure, use or distribution thereof, the provision of Services, or the license of Software regardless of the theory of liability, including but not limited to warranty, negligence or strict liability. In addition, Seller shall not be liable for incidental, consequential, indirect, exemplary or special damages of any kind, including, without limitation, liability for loss of use, loss of work in progress, loss of revenue or profits, cost to substitute equipment, facilities or services, downtime costs, or any liability of Purchaser to a third party. The total liability of Seller hereunder shall not exceed the purchase price of Products or Services, or the license fee of Software involved. Without limiting the provisions regarding and limiting warranty claims hereunder, all claims must be brought within one (1) year of delivery of Products or Software or performance of Services, regardless of their nature.

### 10. Compliance with Laws

Purchaser shall comply with all applicable laws, regulations and ordinances, including but not limited to those pertaining to the following: export control, pharmaceutical, cosmetic and food preparations, electrical or electronic waste, introduction or production and use of chemical substances (e.g. Toxic Substances Control Act, REACH), and bribery and corruption (e.g. Foreign Corrupt Practices Act and UK Bribery Act). Purchaser shall maintain in effect all required licenses, permissions, authorizations, consents, and permits. Purchaser shall comply with all applicable export and import laws in its purchase of Products hereunder and assumes all responsibility for all shipments governed by such laws. Seller may terminate the Agreement or suspend delivery if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.

### 11. Termination

In addition to any other remedies provided hereunder, Seller may immediately terminate the Agreement upon written notice if Purchaser: (a) fails to pay any amount when due; (b) has not otherwise performed or complied herewith, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

### 12. Confidential Information

All non-public, confidential or proprietary information, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Purchaser, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not the recipient is designated or otherwise identified as "confidential" is confidential and may not be disclosed or used by Purchaser for its own use, including but not limited to filing any patent applications disclosing or based on such confidential information, unless authorized in advance in writing by Seller. Upon request, Purchaser shall promptly return or destroy all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this section. This section does not apply to information that is: (a) in the public domain; (b) known to Purchaser at the time of disclosure; or (c) rightfully obtained by Purchaser as a non-confidential basis from a third party.

### 13. Force Majeure

Neither party will be in default of any obligation under this Agreement (other than obligations to pay money) to the extent performance is prevented or delayed by a Force Majeure Event. A "Force Majeure Event" shall include any occurrence beyond the reasonable control of a party, including without limitation: act of nature (e.g., flood, earthquake or storm); war or terrorism; civil commotion or riot; epidemic or pandemic (e.g., COVID-19); destruction of facilities or materials; fire or explosion; labor disturbance or strike; laws, regulations, directives or orders of any government, regulatory or judicial authority; embargo, shortage of raw materials or labor; equipment failure; or failure of public utilities or common carriers. The party declaring a Force Majeure Event will notify the other party in writing explaining the nature thereof, and will notify the other party of the cessation of any such event. A party declaring a Force Majeure Event will use commercially reasonable efforts to remedy, remove, or mitigate such event and the effects thereof. Upon cessation of the Force Majeure Event, performance of any suspended obligation or duty will promptly recommence.

### 14. No Waiver

No waiver by Seller of any provisions of the Agreement is effective unless explicitly set forth in writing. No failure to exercise, or failure in exercising, any right, remedy, power or privilege arising from the Agreement operates, or may be construed, as a waiver thereof.

14.2 Assignment. Purchaser shall not assign any of its rights or delegate any of its obligations under the Agreement without Seller's prior written consent. Any purported assignment or delegation in violation hereof is null and void. No assignment or delegation relieves Purchaser of any of its obligations hereunder.

14.3 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

14.4 No Third-Party Beneficiaries. The Agreement is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature.

14.5 Publicity and Use of Name. Purchaser shall not, without the prior written consent of Seller, (a) refer to Seller, its affiliates, Products or Services in any marketing, promotion or other publicity material, whether written or in electronic form, or (b) use proprietary brand names, trademarks, trade names, logos and other intellectual property owned by Seller or one of its affiliates.

14.6 Governing Law and Venue. All matters arising out of or relating to the Agreement are governed by and construed in accordance with the laws of Massachusetts without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to the Agreement shall be instituted in courts located in Boston, Massachusetts, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

14.7 Notices. Except if otherwise agreed upon by the parties, any notices required hereunder shall be made in writing and sent by courier service with tracking or registered or certified mail to the other party at its registered office or principal place of business or such other address as indicated by the receiving party.

14.8 Severability. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14.9 Survival. Provisions hereof which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Agreement including, but not limited to, the following provisions: Sections 3, 6, 7, 9, 12, 14.6 and 14.9.

14.10 Amendment and Modification. Except as otherwise set forth herein, the Agreement may only be amended or modified in writing and signed by an authorized representative of each party.

14.11 Data Protection. Seller will request, process and use personal data (e.g. contact name and business addresses) from Purchaser to fulfill its obligations under the Agreement and for the continuing relationship management with Purchaser. Seller's processing activities shall be governed by its privacy policy posted at [www.sigmaldrich.com/privacy](http://www.sigmaldrich.com/privacy).