

The Trustees of the Mangum City Hospital Authority will meet in special session on December 19, 2023, at 5:00 PM, in the City Administration Building at 130 N. Oklahoma Ave, Mangum, OK for such business as shall come before said Trustees.

CALL TO ORDER

ROLL CALL AND DECLARATION OF A QUORUM

CONSENT AGENDA

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

- <u>1.</u> Approve November 28, 2023 Regular meeting minutes as presented
- 2. Approve November 2023 Quality meeting minutes as presented
- 3. Approve November 2023 Medical Staff meeting minutes as presented
- 4. Approve November 2023 Quality Report
- 5. Approve November 2023 Clinic Report
- 6. Approve November 2023 CCO Report
- 7. Approve November 2023 CEO Report
- 8. Discussion and possible action to approve the following forms, policies, appointments, and procedures previously approved by Corporate Management, on 12/14/23 Quality Committee and on 12/14/23 Medical Staff
- 9. Discussion and possible action with regard to accept the Policy & Procedure: Quality Policy Manuel
- 10. Discussion and possible action with regard to accept the Policy & Procedure: Drug Room Policy Manuel
- 11. Discussion and possible action with regard to accept the Policy & Procedure: Radiology Policy Manuel
- 12. Discussion and possible action with regard to accept the Policy & Procedure: Emergency Department Policy Manuel

- 13. Discussion and possible action with regard to accept the Policy & Procedure: IT Department Manuel
- 14. Discussion and possible action with regard to accept the Policy & Procedure: Hospital Policy/Form/Order Set/Protocols and other Document Review Process
- <u>15.</u> Discussion and possible action with regard to accept the Policy & Procedure: Policy, Protocols, Forms, or other Document Development, Review, and Implementation Process

FURTHER DISCUSSION

REMARKS

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

REPORTS

OTHER ITEMS

- <u>16.</u> Discussion and possible action to approve the Pharmacy Consultants-Consulting Agreement
- <u>17.</u> Discussion and possible action to approve the Memorandum of Understanding Between Mangum Regional Medical Center and The Oklahoma Department of Mental Health and Substance Abuse Services
- <u>18.</u> Discussion and possible action to approve the Hospital Administrator to Sign the MRMC-Master Services Agreement
- <u>19.</u> Discussion and possible action to approve the Hospital Administrator to Sign the MRMC-Statement of Work-Agreed Upon Procedures
- <u>20.</u> Discussion and possible action to approve calendar year 2024 meeting dates

EXECUTIVE SESSION

- Discussion and possible action to enter into executive session to review for approval of medical staff privileges/credentials/contracts for the following providers pursuant to 25 O.S. § 307(B)(1):
 - **Re-Credentialing-** Barry Davenport, MD-Courtesy
 - **Re-Credentialing-** Trent Elliot, DO Courtesy
 - Credentialing- DIA Associates
 - Jeremiah Daniel, DO Courtesy
 - Nancy Emelife, MD- Courtesy
 - Nehyar-Hefazi Torghabeh, MD– Courtesy
 - Austin Marsh, MD- Courtesy
 - Jessica Millslap, MD- Courtesy
 - Aubrey Jade Slaughter, MD- Courtesy
 - **Contract-** Dr. Fei Ling Yeh D.O.

OPEN SESSION

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

STAFF AND BOARD REMARKS

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

NEW BUSINESS

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

ADJOURN

Motion to Adjourn

Duly filed and posted at **12:00 p.m. on the 15th day of December 2023**, by the Secretary of the Mangum City Hospital Authority.

Ally Kendall Secretary



The Trustees of the Mangum City Hospital Authority will meet in regular session on November 28, 2023, at 5:00 PM, in the City Administration Building at 130 N. Oklahoma Ave, Mangum, OK for such business as shall come before said Trustees.

CALL TO ORDER

Chairman Vanzant called the meeting to order at 5:00pm.

ROLL CALL AND DECLARATION OF A QUORUM

Present:

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

Also present: Interim City Manager Erma Mora

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 October 24, 2023 regular meeting minutes as presented.
- 2. Approve November 13, 2023 Special Meeting Minutes as presented.
- 3. Approve October 2023 Quality meeting minutes as presented.
- 4. Approve October 2023 Medical Staff meeting minutes as presented.
- 5. Approve October 2023 Claims
- 6. Approve November 2023 Estimated Claims.
- 7. Approve October 2023 Quality Report.
- 8. Approve October 2023 Clinic Report.
- 9. Approve October 2023 CCO Report.

Mangum City Hospital Authority November 28, 2023

- 10. Approve October 2023 CEO Report.
- 11. Approve the following forms, policies, appointments, and procedures previously approved by Corporate Management, on 11/16/23 Quality Committee and on 11/21/23 Medical Staff.
- 12. Discussion and possible action with regard to accept the Policy & Procedure: 340B Drug Discount Purchasing Program
- 13. Discussion and possible action with regard to accept the Policy & Procedure: OnCall and Call Back Responsibilities for Radiology
- 14. Discussion and possible action with regard to accept the Policy & Procedure: Nursing Education Personal Belonging and Valuables
- 15. Discussion and possible action with regard to accept the Policy & Procedure: Drug Diversion
- 16. Discussion and possible action with regard to accept the Policy & Procedure: Temporary Absence Release for Patients
- 17. Discussion and possible action with regard to accept the Policy & Procedure: Temporary Absence Release Form
- 18. Discussion and possible action with regard to accept the Policy & Procedure: Patient Belongings and Valuables
- 19. Discussion and possible action with regard to accept the Policy & Procedure: Corporate Patient Belongings List
- 20. Discussion and possible action with regard to accept the Policy & Procedure: Patient Valuables Record
- 21. Discussion and possible action with regard to accept the Policy & Procedure: Lost and Found Property Report
- 22. Discussion and possible action with regard to accept the Policy & Procedure: Lost and Found Log
- 23. Discussion and possible action with regard to accept the Policy & Procedure: Behavioral Observation Checklist
- 24. Discussion and possible action with regard to accept the Policy & Procedure: Medication Error and Near Miss Report
- 25. Discussion and possible action with regard to accept the Policy & Procedure: Intravenous (IV) Extravasation Management and Treatment
- 26. Discussion and possible action with regard to accept the Policy & Procedure: Appendix A Extravasation Management Strategies

Trustee Lively curious on patient quality reports. Reports on nurses being rude, is it the same nurse or multiple and has that been addressed. Cohesive states it is not the same person and believes it has been corrected. Chairman Vanzant expresses concern with what could be considered rude and is

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Cohesive taking appropriate measures on filtering those complaints. Cohesive confirms how they filter claims by meeting with the patients to verify patients' perception of care.

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

27. October Financial Reports

Adrian Brown reports on October Financials.

Trustee Lively asks, "How much does the hospital have in reserve exactly?" Dennis responds stating it's over \$800K in account plus the \$712K in a covid account totaling \$1.5M.

OTHER ITEMS

28. Discussion and Possible Action to Approve the Siemens Healthineers Agreement with Mangum Regional Medical Center

Kelly reports a \$8 increase for services over a 2 year period.

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

29. Discussion and Possible Action to Approve the Mangum-BCBSOK Professional Group Agreement/Addendums for Hospital Based Providers

Kelly reports no significant changes.

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

30. Discussion and Possible Action to Approve the Equipment Maintenance Agreement between DP Medical Services

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

31. Discussion and Possible Action to Terminate the agreement with Commercial Medical Electronics Maintenance Agreement and Mangum Regional Medical Center

Motion made by Chairman Vanzant, Seconded by Trustee Webb.

Voting Yea: Trustee Lively, Trustee FORD, Chairman Vanzant, Trustee Hopper, Trustee Webb

32. Discussion and Possible Action to Approve the agreement Fiberoptic Endoscopic Evaluation of Swallowing services between Freeborn Dysphagia Associates LLC and Mangum Regional Medical Center

Kelly states currently if a speech therapist recommends a swallow study Mangum Regional is having to send or transport patients to Elk City or Jackson County because they have to have a radiologist on site to read it. This agreement does away with transport making it easier for the patient as well as it is more cost effective for the hospital as this service is bedside available. It is not a cost unless used and something we can offer our patients.

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

 Discussion and Possible Action to Approve the addendum to Service Agreement for RevOPS AVID

AVID services allow the Hospital to check if patients are covered under any insurance. This service is at no cost to the Hospital.

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

34. Discussion and possible action to approve the MRMC- HIPAA Security Officer Appointment-Tim Hopen

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

35. Discussion and possible action regarding the review and approval of RHC patient balances.

Kelly asks the Board how they would like the Hospital to handle patient debt, options being after a year write them off or send a final letter as an attempt to collect. Kelly explains typically the procedure is to mail the patient a bill for three consecutive months and if no response the Hospital is to write them off. This procedure hasn't been done. Cohesive has started using a collection agency for the clinic but asking for those that have passed the one year mark.

Motion made by Trustee Webb on sending one more final bill. Second by Trustee Hopper. Voting Yea: Trustee Lively, Trustee Ford, Trustee Hopper, Trustee Webb Voting Abstaining: Chairman Vanzant

36. Discussion and possible to Approve moving forward with a Debit Card linked to the Hospital account instead of a Credit Card

Cohesive has requested a credit card for emergency purchases only however after several attempts many agencies require a guarantor. Cohesive is suggesting to go through their local bank to get a card that is directly linked to the bank account with a limit of \$5K in a Trustees name of their choosing with strict instruction of approval prior to making purchases.

Motion made to approve credit card for Cohesive by Trustee Webb, Seconded by Trustee Hopper.

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

37. Discussion and action to establish a contract for the professional services of a Certified Public Accountant (the "auditor") for financial and compliance audits for fiscal years 2018, 2019, 2020, 2021, and 2022 for Mangum Regional Hospital and Mangum Regional Medical Center managed by, Cohesive Healthcare Management & Consulting LLC. The last update the board received was November 2022 wherein, the board was advised the audit would soon be done. These audits are to be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in Government Auditing Standards issued by the comptroller General of the United States, and the audit requirements of Title 2 US Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), including any future changes or replacement of these requirements applicable to the audit period in question. The completion/status is required for the City of Mangum's annual audit to be complete.

Cohesive states a proposal has been given to the City Attorney for review, they received it too late to attached in the agenda. This proposal is believed to meet the requirements requested by the City and waiting on the City Attorney to be sure it meets the state requirements as well.

Interim City Manager Erma Mora states our audit is coming up in December and we need to present something to our auditor/consultant. City Attorney has not notified anyone about a proposal so this is the first we've heard. Godwin emailed the proposal to Corry late but stated it meets the requirements requested by the State Statutes. Erma says we will need to have an emergency meeting regarding an audit if necessary and possibly find the hospital one if this proposal doesn't meet our auditors' standards but we cannot afford to get dinged every year for this. Cohesive presented a copy of the proposal to Erma and the board to review.

Motion to approve tentatively, pending the proposal meets the appropriate guidelines with the City and the State.

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

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Webb

EXECUTIVE SESSION

 Discussion and possible action to enter into executive session to discuss the approval of medical staff privileges/credentials/contracts for the following providers pursuant to 25 O.S. § 307(B)(1):

Motion to amend Dr. Barry Davenport agreement made by Trustee Ford, Seconded by Chairman Vanzant.

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

Motion to accept Dr. Gregory Morgan's Resignation effective January 31st, 2024 made by Chairman Vanzant, Seconded by Trustee Hopper

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

OPEN SESSION

39. Discuss and make a decision to come out of executive session

No executive session required.

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)

Appoint someone for mediation. Board votes Chairman Vanzant.

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

ADJOURN Motion to Adjourn

Motion to Adjourn at 6:12pm

Carson Vanzant, Chairman

Ally Kendall, City Clerk

	Qua	Maı Quality Assurance &	Mangum Regional Medical Center :e & Performance Improvement Committee Meeting	ical Center vement Commit	tee Meeting		
CONFIDENTIAL ITY ST	LATEMENT The	ese minutes contain r	Meeting Minutes CONFIDENTIALITY STATEMENT: These minutes contain privileged and confidential information. Distribution remoduction or any other use of this information by any	tion Distribution reprod	otion or any other use of t	is information by any	
party other than the intended recipient is strictly prohibited.	led recipient is stric	ctly prohibited.		אטווישטווישטווישטווישטווי	40000, 01 411) 011101 430 01 11		
Date: 11/16/2023		13:02	Recorder: D. Jackson	Reporting Oct. 2023	Reporting Period: Oct. 2023		
			Members Present	t			
Chairperson: Dr. C			CEO: Kelly Martinez	dical	dical Representative: Dr C		
Name		Title	Name	Title	Name	Title	
Nick Walker		CNO	Danielle Cooper	Bus Office	Tonya Bowen	Lab	
Bethany Moore		HR	Kaye via Teams	Credentialing		IT	
Jennifer Dryer		HIM	Mark Chapman	Maintenace/EOC	Marla Abernathy	Dietary	
Chrissy Smith		PT	Melissa Tunstall	Radiology	Meghan Smith	IP	
Chelsea Church/Lynda James	James	Pharmacy	Chasity Howell	Case Management)		
TOPIC		FINDINGS	S- CONCLUSIONS	ACTIONS – RE	RECOMMENDATIONS	FOLLOW-UP	
			I. CALL TO ORI	ORDER			
Call to Order		The hospital will	The hospital will develop, implement, and	This meeting was ca	This meeting was called to order on 11/16/2023	23	
		maintain a nerfor	maintain a nerformance improvement program	hv 1st Kellev/ 2nd Nick	ick		
		that reflects the c	that reflects the complexity of the hospital's				
		organization and	organization and services; involves all hospital				
		departments and	departments and services (including those				
		services furnishe	services furnished under contract or				
		arrangement); and	arrangement); and focuses on indicators related				
		and reduction of medical errors.	medical errors.				
			II. REVIEW OF MINUTES	NUTES			
A. Quality Council Committee	ommittee	10/12/2023		Committee reviewed to approve minutes	Committee reviewed listed minutes A-F. Motion to approve minutes as distributed made by	on	
B. EOC/ Patient Safety Committee	y Committee	10/10/2023		Kelley / 2nd by Dr	Kelley / 2nd by Dr C. Minutes A-F approved.	d.	
C. Infection Control Committee	Committee	10/05/2023		Present a copy of the	Present a copy of the MeetingMinutes at the next	sxt	
D. Pharmacy & Therapeutics	peutics	09/21/2023		Medical Executive	Medical Executive Committee and Governing	lg	
				DUALU INCOMIS.			
E. HIM/Credentialing Committee	Committee	10/05/2023					lt
Utilization Review Committee	Committee	10/05/2023					em i
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ילי גי	Quanty Assurance & I CITUTINATICE IMPLU	
4. IMM Notice	13/13 (100%) notices signed within 2 days prior to discharge	
C. Risk Management		
1. Incidents	3 ER AMA; 1.) 1 pt to the ER requesting meds for c/o anxiety/depression sx, pt reports that med for c/o previously prescribed are not being taken with no follow up in regards to c/o. Provider spoke with pt about importance of compliance with previously prescribed meds/treatment, pt not receptive to education and left ER. Pt left ER w/o signing AMA. 2.) Pt to the ER for N/V, agreeable to all testing and treatments, Provider wanted to admit pt to in- pt for further treatment, pt declined and wanted to go home. Risks/benefits explained, pt signed AMA. 3.) Pt to the ER for c/o esophagus pain. Pt allowed testing/treatment, after provider discussed findings with pt, pt left the ER before final nurse assessment/discharge. Left before signing AMA.	AMAs - We will continue to default to provider recommendations for treatment/care of patients and provide education as needed to patients/families 2-4) MRMC will continue to provide care to the patients based on needs, however patients have the right to refuse care at anytime, education will be provided as needed to patient/families
2 Renorted Comulaints	None for renorting neriod	
	None for reporting period	
4. Patient Falls without Injury	None for reporting period	
5. Patient Falls with Minor Injury	None for reporting period	
6. Patient Falls with Major Injury	None for reporting period	
7. Fall Risk Assessment	None for reporting period	
8. Mortality Rate	2 - (1 ER/ 1 inpt) - 1 pt to the ER with CPR in	
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Mangum Regional Medical Center Quality Assurance & Performance Improvement Committee Meeting

Qu	Mangum Regional Medical Center Quality Assurance & Performance Improvement Co	gum Regional Medical Center Performance Improvement Committee Meeting
	progress, attempts unsuccessful and pt expired in the ER. 1 SWB pt admitted to in-pt and	
	transitioned to SWB, over the course of hospital	
	stay patient declined and acquired pneumonia,	
	pt continued to decline and family agreed on comfort measures due to patient's overall	
	decline, pt expired while in SWB status	
9. Deaths Within 24 Hours of Admission	None for the reporting period	
10. Organ Procurement Organization	2 reported deaths with 2 declines for reporting	Education to nurse about contacting LS with RN
Notification	period – I reported greater than 60 min d/t delay in provider bedside response time.	101
D. Nursing		
1. Critical Tests/Labs	82 for the reporting period	
2. Restraint Use	None for the reporting period	
3. Code Blue	1 - Pt arrived to the ER with CPR in progress,	
	attempts unsuccessful and pt expired in the ER.	
4. Acute Transfers	2 for the reporting period	
5. Inpatient Transfer Forms	2 completed for reporting period	
E. Emergency Department		
1. ED Nursing DC/ Transfer	20/20 (100%)	
	-	
2. ED Readmissions	5 for the reporting period - 1) Pt was seen for	1) Pt did not follow up with specialist as
	prinnary c/o and ux whill secondary. During visit pt refused imaging services and advised to f/u	primarily advised, commend to advise and stress the need for the outpatient specialist 2)
	with specialist on outpatient basis. Pt returned	Treatment again administered and the patient
	to ED for secondary complications r/t secondary	was again educated on treatment plan. 3) Pt
	dx at last er visit 2) Pt was seen for primary c/o,	was advised on the need for specialty services
	treated and released. returned to er for primary	on outpatient basis 4) Upon return pt was admitted for further treatmont 5) No further
	complaint, b) Ft was initially seen to primary C/O, treated and released returned with continued	treatment deemed necessary educated on
1:	c/o and found secondary dx at this visit. Pt was	treatment plan and f/u as needed
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								Item 2.
ıgum Regional Medical Center Performance Improvement Committee Meeting							All ER transfers for the reporting period appropriate for higher level of care	
Mangum Regional Medical Center Quality Assurance & Performance Improvement Co	treated and released with instructions to f/u with specialist on out-pt basis. 4) Pt initially seen and diagnosed with kidney stone. The pt later returned c/o increased pain and was admitted for pain control. 5) Pt seen for primary c/o, treated and released, returned with same c/o	138 (100%)	Quarterly	10/10 (100%)	20/20 (100%)	20/20 (100%)	 for the reporting period - Patients transferred to Higher Level of Care for: 1.) Renal Failure – ICU 2.) V-Tach – Cardiology 3.) SI/SH – InPt Psych 4.) GI Bleed – ICU 5.) SI/SH – InPt Psych 6.) Pneumonia/ICU 7.) Metabolic Acidosis – ICU 7.) Metabolic Acidosis – ICU 8.) Gastric Ulcer – ICU/Surgical Services 9.) NSTEMI – Cardiology 10.) Appendicitis – Gen Surgery None for reporting period 2 for the reporting period 	
Qua				5. EMTALA Transfer Form	6. Triage	7. ESI Triage Accuracy	8. ED Transfers H H H H D D D D D D D D D D D D D	14

	Qué	Mangum Regional Medical Center Quality Assurance & Performance Improvement Co	igum Regional Medical Center Performance Improvement Committee Meeting	
12. STEMI Care		No STEMIs for reporting period	Will continue to defer to providers	
		4 NICTENAL 6	recommendations for needed treatment prior	
		L NSIEWI TOT THE REPORTING PERIOD; PT AID NOT	to transfers as needed for patient stabilization	
		present or c/o any cardiac s/sx, complete work up		
		and treatment based on s/sx at presentation,		
		NSTEMI noted with EKG and troponin. Total ER		
		time 4 hrs 19 min, extended ER time due to work		
		up needed for initial complaints and treatments		
		for stabilization prior to transfer		
13. Chest Pain		4/6 EKG (67%) 1 delay in EKG time due to	Spacelabs has been functioning without issue,	
		spacelabs not functioning, required rest for proper	r RT response as soon as called. RT will monitor	
		function. 1 ekg completed in 10 min, RT reports	these issues for any further trends noted	
		responding to bedside for ekg as soon as called		
14. ED Departure -		Quarterly		
(OP-18)				
F. Pharmacy & Medication Safety	dication Safety			
1. After Hours	81 for the reporting period	orting period		
Access				
2. Adverse Drug	None for reporting period	orting period		
	-			
3. Medication Errors		1 for the reporting period: 1) A bag of Clinimax was not	1) Procedures in regards to properly	
	properly active	properly activated/mixed. The provider was notified, a new	activating/mixing Clinimix was discussed with	
	bag was obtai	bag was obtained, mixed properly and hung. This did not	staff. Advised that we need to take our time and	
	result in harm		ensure it is completely mixed, especially since this is a two person sign off medication.	
4. Medication	51 for the reporting period			r
Overrides	-			
5. Controlled Drug	8 for the repo	8 for the reporting period - All discrepancies were from		r
Discrepancies	nurses miscou	nurses miscounting medications at shift change.		
G. Respiratory Care Services	e Services			
1. Ventilator Days		0 for the reporting period		
15			Item 2.	Item 2
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Qu	Mangum Regional Medical Center Quality Assurance & Performance Improvement Committee Meeting
2. Ventilator Wean	0 for the reporting period
3. Unplanned Trach Decannulations	None for the reporting period
H. Wound Care Services	
1. Development of Pressure Ulcer	None for the reporting period
2. Wound Healing Improvement	None for the reporting period
3. Wound Care Documentation	100% for initial assessment and dischargeassessment documentation completed on time
I. Radiology	
1. Radiology Films	3 films repeated due to technical error - 118 total for the reporting period; 1-3 artifact on film
2. Imaging	12 for the reporting period; with 12 consents for CT obtained
3. Radiation Dosimeter Report	Quarterly
J. Laboratory	
1. Lab Reports	0 repeated /2078 total for the reporting period
2. Blood Culture Contaminations	None for the reporting period
K. Infection Control and Employee Health	e Health
1. Line Events	1 for the reporting period – surgically inserted device incidentally removed, sent for replacement
2. CAUTI's	0 for the reporting period
3. CLABSI's	0 for the reporting period
4. Hospital Acquired MDRO's	0 for the reporting period
16	em 2.

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Zua	Quanty Assurance & 1 citormance impro	
5. Hospital Acquired C-diff	0 for the reporting period	
6. HAI by Source	3 for the reporting period – 1) pt reported weakness, dx with uti. Treated per recommendations on C&S. 2) Pt with significant respiratory hx, developed productive cough while in-pt. Dx with pneumonia. Treated per recommendations on C&S 3) Pt with drainage post surgical procedure, site cultured, pt treated per C&S recommendations	All nursing protocols and procedures were followed. No IC recommendations at this time
 Hand Hygiene/ PPE & Isolation Surveillance 	86 % HH / 90 % PPE	 Education provided about importance of hand hygiene and PPE. Will have further education at skills fair. 2.) Planning with maintenance to place more hand sanitizer stations outside of patient rooms.
8. Patient Vaccinations	0 received influenza vaccine / 0 received pneumococcal vaccine	
9. VAE	None for the reporting period	
10. Employee Health Summary	0 employee event/injury, 73 employee health encounters (vaccines/testing) 8 reports of employee illness/injury	
L. Health Information Management (HIM)	(HIM)	
1. History and Physicals Completion	20/20 (100%) completed within 24 hrs of admit	
2. Discharge Summary Completion	20/20 (100%) completed within 72 hrs of discharge	
 Progress Notes (Swing bed & Acute) 	Weekly SWB notes – 20/20 (100%) Daily Acute notes – 20 /20 (100%)	

Mangum Regional Medical Center Quality Assurance & Performance Improvement Committee Meeting

Mangum Regional Medical Center Quality Assurance & Performance Improvement Committee Meeting 4. Swing Bed Indicators 4. Swing Bed Indicators U1/11 (10%) SWB social HX completed within 24 hrs/first business day after admit Accommittee Meeting 11/11 (10%) SWB social HX completed within 24 hrs/first business day after admit 5. Exprescribing System 20/20 (10%) of medications were electronically sent this reporting period, 0. Legibility of Records 20/20 (10%) of approximation (10%) of approximation of Care 20/20 (10%) of approximation (10%) of approximation (10%) of approximation (10%) 20/20 (10%) (10%) 8. Discharge Instructions 15/12 (100%) for ER and in pit transfers to instructions were created but verify that there is ond a signed copy did on thurs who captor using the d/c is approximation (10%) 20/30 (10%) 9. Transfer Forms 12/12 (100%) 100%) 1. Weeky Cleaning Schedules 403 (100%) 100% 1. Weeky Cleaning Schedules 10/3403 (100%) 10/30% 2. Dauly Cleaning Schedules 10/3403 (100%) 10/30% 3. Witch Temperature 10/3403 (100%) 10/30% 3. Weak Temperature
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Supervisory Log 2 PTA supe Functional Improvement PT 9/9 (100 Outcomes 2 PT 9/9 (100 Outcomes PT 9/9 (100 Outcomes 100%) - pi Puman Resources 100% Compliance 100% Staffing Hired - 1, ' Registration Services 100% Compliance 100% Staffing Hired - 1, ' Staffing Hired - 1, ' Staffing Hold Staffing Hold Compliance 100% Staffing Hired - 1, ' Staffing Environmental Services Materials Management Notocon Materials Management Notocon Fire Safety Iof (100%) Fi	FT 137-OT 124-ST 2 FT 137-OT 124-ST 2 PT 137-OT 124-ST 2 FT 990 (100%) - OT 99 (100%) - ST 0.0 Period FT 9.90 (100%) - OT 99 (100%) - ST 0.0 Priod FT 9.90 (100%) Priod FT 9.90 (100%) Priod FT 9.90 (100%) Priod FT 9.00 (100%) Priod	
IT Incidents 20		Τ
_		-
Outpatient		ltem
		12.
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Qu . Therapy Visits	Mangum Regional Medical Center Quality Assurance & Performance Improvement Co 66/75 (88%) 5 no show/no call missed visits, 4	Igum Regional Medical Center Performance Improvement Committee Meeting w/no call missed visits, 4		Г
Discharge Documentation	visits which patients called and rescheduled. 4/4 (100%) discharge notes completed within 72 hrs of discharge			
Functional Improvement Outcomes	3/4 (100%) 1 non-visit discharge (unable to obtain standard testing with non-visits)			
Outpatient Wound Services	(100%)			
W. Strong Mind Services				
Record Compliance	N/A	N/N	N/A	
Client Satisfaction Survey	N/A	N/N	N/A	
Master Treatment Plan	N/A	V/N	N/A	
Suicidal Ideation	N/A	N/A	N/A	
Scheduled Appointments	N/A	N/A	N/A	
	VII. POLICY AND PROCEDURE REVIEW	URE REVIEW		
Review and Retire	None for this reporting period			
Review and Approve	 HIPPA Officer Appointment – Tim Hopen 340B Drug Policy – Revision On-Call and Call Back Responsibilities Policy for Radiology Nursing Education for Patient Belongings and Valuables Drug Diversion Policy Temporary Absence Release for Patients Policy Patient Belongings and Valuables Policy Patient Belongings and Valuables Policy 	1.) Approved - Kelley/Melissa 2 - 16) Approved – Kelley / Dr C 17- 21) Tabled – Nick / Kelley		Ite
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	Lake 20 UI 20		-]

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Mangum Regional Medical Center Quality Assurance & Performance Improvement Committee Meeting	9) Patient Belongings List 10) Patient Valuables Record Form 11) Lost and Found Property Report 12) Lost and Found Log 13) Behavioral Observation Checklist 14) Medication Error and Near Miss Report 15) Extravasation Management Strategies - Appendix 16) Intravenous (IV) Extravasation Management and Treatment Policy 17) Radiology Policy Manuel See TOC attached) 18) Emergency Department Policy 17) Radiology Policy Manuel See TOC attached) 19) Quality Policy Manuel 20) Risk Policy Manuel 21) Drug Room Policy Manuel (See TOC 21) Drug Room Policy Manuel	VIII. CONTRACT EVALUATIONS		IX. REGULATORY AND COMPLIANCE	Updates None for this reporting period	None for this reporting period	Med Line trach care kit	ffect Analysis Water Line Break – Final at Corporate for approval approval	alysis (RCA) None for this reporting period	X. PERFORMANCE IMPROVEMENT PROJECTS	Proposed – STROKE; The Emergency Department will decrease the door to	Page 26 of 28
Qua			1. Contract Services		A. OSDH & CMS Updates	B. Surveys	C. Product Recalls	D. Failure Mode Effect Analysis (FMEA)	E. Root Cause Analysis (RCA)		A. PIP	1

Credentialing/New Appointru Updates Updates Education/ Training Administrator Report Administrator Report Annual Approval of Strategi Quality Plan Annual Appointment of Infe Preventionist Annual Appointment of Strategi	Mangum Regional Medical Center Mangum Regional Medical Center Interster time to < 60 minutes for all stroke	ical Center vement Committee Meeting	
	On 11/16/2023 appointed - Tim Hopen	First - Kelley / Second - Melissa	<u> </u> Г
E. Annual Appointment of Compliance Officer	Approved 02/2023	Approved 02/2023	ltem 2
2	Page 27 of 28	·	2.

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Mangum Regional Medical Center Medical Staff Meeting Thursday November 21, 2023

MEMBERS PRESENT:

John Chiaffitelli, DO, Medical Director Greg Morgan, MD Absent: Guest:

ALLIED HEALTH PROVIDER PRESENT:

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

NON-MEMBERS PRESENT:

Kelley Martinez, RN, CEO Chelsea Church, PharmD Nick Walker, RN, CCO Chasity Howell, RN, Utilization Review Director Megan Smith, RN, Infection Control Lynda James, LPN, Pharmacy Tech Kaye Hamilton, Medical Staff Coordinator

- 1. Call to order
 - a. The meeting was called to order at 11:30 am by Dr. John Chiaffitelli, Medical Director.
- 2. Acceptance of minutes
 - a. The minutes of the October 19, 2023, Medical Staff Meeting were reviewed.
 i.Action: Dr. Chiaffitelli, Medical Director, made a motion to approve the minutes.
- 3. Unfinished Business
 - a. None
- 4. Report from the Chief Executive Officer
 - a. We are looking to get our Strong Mind Program up and running. There is where we will provide mental health for those in need.
 - b. We have been having a monthly potluck for the staff and to observe birthdays.

- Operations Overview
 - We have completed the cafeteria floor and new equipment is in place.
 - We are continuing to work with EMS to enhance patient care.
 - We continue to have some coding issues, but we are catching those before claims go to insurance companies to ensure we are timely filling and that we have clean claims.
 - We continue to look for a Dr. and a Nurse Practitioner for the clinic with Amy Sims turning in her resignation.
 - We are also looking at a Part-Time Practitioner for the clinic so we do not have any drop in service after Amy departs us.
 - We are starting to do a thorough look at all our contracts to ensure we utilize them.
 - As of January 1, 2024, our cafeteria will no longer be serving lunch to the staff for free. There will be a price list coming soon.

Written report remains in the minutes.

- 5. Committee / Departmental Reports
 - a. Medical Records
 - i. Written report remains in the minutes.
 - b. Nursing
 - Patient Care
 - MRMC Education included:
 - 1. Flu vaccines administered through the month.
 - 2. Education regarding EMTALA requirements/documentation.
 - 3. Hand hygiene education and monitoring by Infection Control..
 - MRMC Emergency Department reports no patient Left Without Being Seen (LWBS).
 - MRMC Laboratory reports zero contaminated blood culture set(s).
 - MRMC Infection Prevention reports 0 CAUTI's.
 - MRMC Infection Prevention report 0 CLABSI.

Client Service

- Total Patient Days increased with 263 patient days in October as compared to 256 patient days in September. This represents an average daily census of 9. In addition, MRMC Emergency Department provided care to 138 patients in October.
- MRMC Case Management reports 22 Total Admissions for the month of October 2023.

• October 2023 COVID-19 Stats at MRMC: Swabs (6 PCR & 58 Antigen) with 9 Positive.

Preserve Rural Jobs

- MRMC placed one part time CNA to full-time and have placed a need for a part-time CNA.
- All allowable/available positions regarding nursing staff filled at this time!

Written report remains in minutes.

- c. Infection Control
 - Old Business
 - a Employee Influenza Vaccine Program
 - MRMC Starts flu shot vaccinations
 - New Business:
 - a. N/A
 - Data:
 - a, N/A
 - Policy & Procedures Review:
 - a. Pending Corporate Review of Manual.
 - Education/In Services
 - a. Monthly EPIC meeting for IP education
 - b. Weekly Call with Corp. IP
 - c. Weekly Lunch and Learn
 - d. Staff education on influenza vaccines and hand hygiene
 - Updates: No updates at this time.
 - Annual Items:
 - a. Completed March 2023

Written report remains in minutes.

- d. Environment of Care and Safety Report
 - i. Evaluation and Approval of Annual Plans –
 - i.i. Old Business
 - a. Continuing to work on the building. Flooring in Nurses break area and Med Prep room needing replaced Tile is on site.
 - b. 15 AMP Receptacles all 15 AMP Receptacles will be replaced with 20 AMP Receptacles throughout Hospital – replacement has started. Complete in needed areas 9-22-2023.
 - c. Replace all receptacles on generator circuit at Clinic with red receptacles. Complete 9-29-2023.
 - d. ER Provider office flooring needing replaced. Tile is onsite.
 - e. Damaged ceiling tile in patient area due to electrical upgrade-will need more tile to complete.

- f. Replace ceiling tile that do not fit properly will need more tile to complete.
- g. North wall in Nurses breakroom in need of repair.
- h. Chrome pipe needs cleaned and escutcheons replaced on hopper in ER - - Could not replace escutcheons due to corroded pipping in wall. Capped off leaking pipe under the floor to stop leaking. Will remove or cover hopper.
- i. Ceramic tile around toilet paper dispenser is missing in restroom in Room 17.
- ISO Caddys installed in patient rooms ISO Caddys on site. All Caddys installed except rooms 16 and 28. Those rooms were occupied.
- k. Sanitizer brackets Brackets onsite Need installed in rooms 17 and 31
- 1. EOC, EM and Life Safety Plans will be evaluated and approved in the November EOC meeting.
- i.i.i. New Business
 - a. Approve Annual HVA Assessment 1^{st} Kelley Martines and 2^{nd} Josey Kenmore

Written report remains in minutes.

- e. Laboratory
 - i. Tissue Report None October, 2023
 - i.i. Transfusion Report Approved October, 2023
- f. Radiology
 - i. There was a total of 178 X-Rays/CT/US
 - i.i. Nothing up for approval
 - i.i.i. Updates:
 - The PM was completed on the CT and the Xray Room. Written report remains in minutes.
- g. Pharmacy
 - i. Verbal Report by Pharmacy Tech.
 - i.i. COVID-19 Medications-Have 1 dose of Bebtelovimab, 30 doses of Remdesivir and 18 Paxlovid doses in-house.
 - i.i.i. P & T Committee Meeting Will be held on December 14, 2023
 - iv. Solu-Medrol has been added to the shortage list. We have plenty in house at this time.

Written report remains in the minutes.

h. Physical Therapy

i. No report.

i. Emergency Department

i. No report

j. Quality Assessment Performance Improvement

Risk

- Risk Management
 - \circ Grievance 0
 - \circ 1 Fall with no injury
 - \circ 0 Fall with minor injury
 - \circ 0 Fall with major injury
 - \circ Death -2
 - \circ AMA/LWBS 6/0
- Quality
 - Quality Minutes from previous month included as attachment.
- HIM H&P Completion 20/20 = 100% Discharge Summary 20/20 = 100%
- Med event -3
- Afterhours access was 97
- Compliance

Written report remains in minutes.

- k. Utilization Review
 - i. Total Patient days for October: 263
 - i.i. Total Medicare days for October: 222
 - i.i.i. Total Medicaid days for October: 1
 - iv. Total Swing Bed days for October: 225
 - v. Total Medicare SB days for October: 202 Written report remains in the minutes.

Motion made by Dr. John Chiaffitelli, Medical Director to approve Committee Reports for October, 2023.

- 6. New Business
 - a. Review & Consideration of Approval of HIPAA Officer Appointment: MRMC HIPAA Officer Appointment – Tim Hopen

i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve HIPAA Officer Appointment – Time Hopen.

b.Review & Consideration of Approval of Policy & Procedure: MRMC – 340B Drug Policy - Revision

i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve Policy & Procedure: MRMC – 340B Drug Policy – Revision

c.Review & Discussion of Approval of Policy & Procedure: MRMC – On-Call and Call Back Responsibilities Policy for Radiology

i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve

Policy & Procedure: MRMC – On Call and Call Back Responsibilities Policy for Radiology.

d.Review & Discussion of Approval of Policy & Procedure: MRMC – Nursing Education for Patient Belongings and Valuables.

i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve Policy & Procedure:

MRMC – Nursing Education for Patient Belongings and Valuables.

- e.Review & Consideration of Approval of Policy & Procedure: MRMC Drug Diversion Policy
 i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve Policy & Procedure: MRMC – Drug Diversion Policy.
- f.Review & Consideration of Approval of Policy & Procedure: MRMC Temporary Absence Release for Patients Policy

i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve Policy & Procedure: MRMC – Temporary Absence Release for Patients Policy.

g. Review & Consideration of Approval of Policy & Procedure: MRMC – Patient Belongings and Valuables Policy

i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve Policy & Procedure: MRMC – Patient Belongings and Valuables Policy.

h. Review & Consideration of Approval of Policy & Procedure: MRMC – Temporary Absence Release Form

i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve Policy & Procedure: MRMC – Temporary Absence Release Form.

i.Review & Consideration of Approval of Policy & Procedure: MRMC – Patient Belongings List

i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve Policy & Procedure: MRMC – Patient Belongings List.

j. Review & Consideration of Approval of Policy & Procedure: MRMC – Patient Valuables Record Form

i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve Policy & Procedure: MRMC – Patient Valuables Record Form.

k. Review & Consideration of Approval of Policy & Procedure: MRMC – Lost and Found Property Report

i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve Policy & Procedure: MRMC – Lost and Found Property Report.

l.Review & Consideration of Approval of Policy & Procedure: MRMC – Lost and Found Log

i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve Policy & Procedure: MRMC – Lost and Found Log

m.Review & Consideration of Approval of Policy & Procedure: MRMC – Behavioral Observation Checklist

i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve Behavioral Observation Checklist.

n.Review & Consideration of Approval of Policy & Procedure: MRMC – Medication Error and Near Miss Report

i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve Policy & Procedure: MRMC – Medication Error and Near Miss Report.

o. Review & Consideration of Approval of Policy & Procedure: MRMC – Extravasation Management Strategies – Appendix

i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve Policy & Procedure: MRMC – Extravasation Management Strategies – Appendix.

p. Review & Consideration of Approval of Policy & Procedure: MRMC – Intravenous (IV) Extravasation Management Treatment Policy

i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve Policy &

Procedure: MRMC – Intravenous (IV) Extravasation Management and Treatment Policy.

7. Adjourn

a. Dr Chiaffitelli made a motion to adjourn the meeting at 11:50 am.

Medical Director/Chief of Staff

Date

SUMMARY

Current Year 2023

Month :	11				Mor	nthly		Cumulative				
ID	Group	METRICS	Unit	Previous Year Performance	Benchmark	Current Year Performance	CY/PY % of Change	Previous Year Performance	Benchmark	Current Year Performance	CY/PY % of Change	
		VOLUME & UTILIZATION										
00101	Volume & Utilization	Total ER visits	#	203.00		145.00	-58.00	1852.00		1611.00	-241.00	
00102	Volume & Utilization	Total # of Observation Patients admitted	#			1.00	a 1.00	6.00		19.00	a 13.00	
00103	Volume & Utilization	Total # of Acute Patients admitted	#	12.00		22.00	a 10.00	169.00		164.00	-5.00	
00104	Volume & Utilization	Total # of Swing Bed Patients admitted	#	8.00		8.00		111.00		119.00	a 8.00	
00105	Volume & Utilization	Total Hospital Admissions (Acute & Swing bed)	#	20.00		30.00	a 10.00	280.00		283.00	a 3.00	
00106	Volume & Utilization	Total Discharges (Acute & Swing bed)	#	19.00		26.00	A 7.00	263.00		278.00	📥 15.00	
00107	Volume & Utilization	Total Patient Days (Acute & Swing bed)	#	259.00		243.00	-16.00	3612.00		3875.00	📥 263.00	
00108	Volume & Utilization	Average Daily Census (Acute & Swing bed)	#	9.00		8.10	-0.90	10.00		127.30	📥 117.30	
00109	Volume & Utilization	Left Against Medical Advice (AMA)	#	2.00	2.00	5.00	a 3.00	38.00	2.00	49.00	📥 11.00	
	_	CARE MANAGEMENT										
00201	Care Management	CAH 30 Day Readmission Rate per 100 patient discharges	%	2.00	0.05	0.12	• 94%	0.07	0.05	0.07	7%	
	-	RISK MANAGEMENT										
00301	Risk Management	Total Number of Events	#	5.00		3.00	40%	79.00		2.67	97%	
00302	Risk Management	Total number of complaints	#							0.27		
00304	Risk Management	Total number of complaints from ED	#							0.09		
00306	Risk Management	Total number of grievances	#					1.00		0.09	91%	
00308	Risk Management	Total number of grievances from ED	#							0.09		
00310	-	Inpatient falls without injury	#	2.00		2.00	- 0%	22.00		1.18		
00312	Risk Management	ED patient falls without injury	#					3.00			T 100%	
00314		Patient falls with minor injury	#					5.00		0.45	91%	
00316	Risk Management	ED patient falls with minor injury	#								L	
00318	-	Total number of patient falls with major injury	#					1.00			T 100%	
00320		Total number of ED patient falls with major injury	#								L	
00323		Inpatient Mortality Rate	%		0.10	0.00		15.00	0.10			
00325	-	ED Mortality Rate	%		0.10			9.00	0.10			
00327	Risk Management	OPO Notification Compliance	%	100.00	1.00	1.00	99%	95.00	1.00	0.94	99%	
		NURSING										
00408		Total Number of Code Blues during reporting period	#	1.00			V 100%	12.00			• 100%	
00409	Nursing	Total number of CAH patients transferred to tertiary facility	#	2.00			• 100%	14.00		1.09	• 92%	
		EMERGENCY DEPARTMENT						-				
00508		ED Left Without Being Seen Rate	#					100.00		1.00		
00509	Emergency Department	Total number of ED patients transferred to a tertiary facility	#	10.00		4.00	• 60%	118.00		4.00	7 97%	



Clinic Operations Report

Mangum Family Clinic

November 2023

Monthly Stats	November 22	November 23
Total Visits	221	212
Provider Prod	120	140
RHC Visits	198	186
Nurse Visits	13	9
Televisit	0	0
Swingbed	10	17

Provider Numbers	RHC	TH	SB
Barnes	8		7
Chiaffitelli			8
Sims	178		
other			2

Payor Mix	
Medicare	52
Medicaid	71
Self	7
Private	82

Visits per Geography	
Mangum	180
Granite	12
Willow	9
Blair	3

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	<u>Total</u>
Visits	167	123	164	166	164	127	148	198	192	206	212		

Clinic Operations:

- Amy Sims, worked 18 days in November for an avg of 10 pts per day.
- 56 revenue generating referrals to the hospital ancillary depts.
- Working diligently to replace Amy Sims for both interim coverage and long term.

Quality Report:

Improvement Measure	Actual	Goal	Comments
Reg Deficiencies	0	0	10 audited
Patient Satisfaction	4	5	All 4 noted "excellent"
New Patients	33	10	Extremely impressive given the circumstances
No Show	6.6%	<12%	17
Expired Medications	0	0	None noted.

Outreach:

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

Summary :

Very solid month considering holiday hours and provider departure. The Clinic continues to stand firm and committed to the community. Administration is working diligently to find a permanent replacement who will commit for the long run and totally "buy in" to the community. More to come.

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



Chief Clinical Officer Report November 2023

Patient Care

- MRMC Education included:
 - 1. Updated sepsis documentation
 - 2. Education regarding consents in ER and upon admission
 - 3. Preparation for Nursing Skills Fair December 5-7
- MRMC Emergency Department reports no patients Left Without Being Seen (LWBS).
- MRMC Laboratory reports zero contaminated blood culture set(s).
- MRMC Infection Prevention reports 1 CAUTI's.
- MRMC Infection Prevention report 0 CLABSI.

Client Service

- Total Patient Days decreased with 243 patient days in November as compared to 263 patient days in October. This represents an average daily census of 8. In addition, MRMC Emergency Department provided care to 145 patients in November.
- MRMC Case Management reports 30 Total Admissions for the month of November 2023.
- November 2023 COVID-19 Stats at MRMC: Swabs (0 PCR & 67 Antigen) with 6 Positive.

Mangum Regional Medical Center												
31 Monthly Census Comparison												
	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec 22
Inpatient	13	17	19	11	16	19	22	33	21	22	30	22
Swing Bed	14	14	15	5	12	12	10	15	8	11	8	6
Observation	1	1	1	1	1	1	2	6	0	3	1	0
Emergency Room	159	119	168	138	148	130	152	154	160	138	145	210
Lab Completed	2542	2159	2804	1897	2191	1802	1987	2409	2156	2078	2063	2337
Rad Completed	211	185	244	204	192	196	160	184	123	130	158	214
Ventilator Days	0	0	31	30	7	0	0	0	0	0	0	0

Preserve Rural Jobs

- MRMC hired two new monitor technician/unit secretary
- All other allowable/available positions regarding nursing staff filled at this time!





Chief Executive Officer Report November 2023

Operations Overview

- We are working with an Architect to ensure our spaces are up to code for moving Physical Therapy from its current location to a large room so we can place the Strong Minds Program in their current area.
- We have completed the remodel of the nurses break room and medication prep area.
- We are continuing to work with EMS to enhance patient care. We are going to start doing joint classes with them and exercises.
- We continue to have some coding issues, but we are catching those before claims go to insurance companies to ensure we are timely filling and that we have clean claims.
- We are currently in deep conversations and negotiations with a Nurse Practitioner to fill Amy Sims position in the clinic.
- We are also in final discussions with a Part-Time Practitioner for the clinic.
- We are starting to do a thorough look at all our contracts to ensure we utilize them and that they are providing the service they say they are.
- We continue to look for new opportunities for the facility and the community.
- I also continue to do rounds on patients to ensure we are fulfilling their needs.
- The nursing home and I are also in contact with one another to ensure that both of the organizations are working well with one another.



COHESIVE HEALTHCARE MANAGEMENT & CONSULTING Mangum Regional Medical Center

HOSPITAL POLICY/FORM/ORDER SET/PROTOCOL AND OTHER DOCUMENT REVIEW PROCESS

The Corporate Policy Committee shall be responsible for reviewing and approving all new and significant revisions for policies and procedures, protocols, standing order sets, forms, and other documents for implementation at the hospital based on one (1) of the processes below.

The Committee shall ensure policies and procedures, protocols, standing orders and forms are properly developed, approved, and implemented according to Federal and State Regulations, standards of practice, guidelines, and other recommendations specific to the document or form being presented.

The Committee meets on the third (3rd) Friday of each month unless otherwise indicated by committee needs.

General Procedure for All Submissions:

A. <u>Identify Need for or Revision to Document</u>:

- Hospital discusses need/request or revision for a policy, form, order set, protocol, or other document with the Hospital Administrator, Chief Clinical Officer (CCO), Quality Manager (QM) and all pertinent Department Managers. OR
- 2. Cohesive Department Director (CDD) identifies a need/request or revision for a policy, form, order set, protocol, or other document (hereafter referred to as "document") to be created or revised.
- B. Requests for all new or revised documents shall be submitted to the Chair of the Corporate Policy Committee (CPC) (Angela Williams [Director of Quality Management]) by the identified time frame based on the type of submission.
 - 1. A secondary contact for submission shall be Ivy Bowden, Director of Infection Control (CPC committee member).
 - 2. All requests and submissions of documents to the CPC shall be submitted utilizing the Draft Policy/Documents Submission & Communication Tracking Form (FMAD-010).
- C. The Chair of the CPC (Angela Williams [Director of Quality Management]) shall discuss the request with the CPC members and obtain an Approval or Denial within the identified time frame based on the type of submission.

- D. If approved the document shall be reviewed by the CPC and approved based on the type of submission identified below.
- E. Once the document(s) have been approved, finalized and signed off by the CPC and the Hospital document owner and/or the CDD the CPC Chair or designated CPC member shall send the approved document(s) via email to the Hospital Quality Manager to add to the Hospital's next Quality Committee agenda and begin the Hospital approval process.
- F, A designated CPC member shall be responsible for maintaining a CPC policy/document tracking log for the purposes of tracking a document through the CPC until it is sent to the Hospital Quality Manager.

NON-URGENT SUBMISSION PROCESS

- A. All requests for non-urgent new or revised documents shall be submitted to the CPC Chair **<u>21 business days prior</u>** to the CPC meeting.
- B. The CPC Chair shall review all requests with the CPC members and communicate an Approval or Denial back to the Hospital or CDD via email <u>within five (5) business days</u>.
 - 1. If the request is Denied the CPC Chair shall notify the Hospital Quality Manager and/or the CDD.
- C. Approval Procedure:
 - 1. If not submitted with request the document draft shall be submitted <u>no later than</u> <u>14 business days prior</u> to the CPC meeting.
 - 2. Document draft shall be sent to all applicable Hospitals for 14 business day review.
 - a. All Hospital revisions, recommendations and questions/comments shall be documented on the Hospital Review and Feedback Form (FMAD-014).
 - b. Hospitals shall have reviews returned to CPC Chair (Angela Williams [Director of Quality Management]) via email <u>no later than the 14</u>
 <u>business days or the day of the CPC meeting</u>.
 - i. Extension may be extended depending on the volume of documents to be reviewed.
 - 3. All submitted documents shall be reviewed by the CPC at the next CPC meeting after the documents are submitted and Approved by the committee (exception shall be in those circumstances where large volumes of documents have been submitted).
 - a. The Hospital document owner or CDD shall be present either in person or via virtual meeting at the CPC meeting otherwise the document(s) shall be tabled until the next meeting when they can be available for review.

- 4. The Hospital document owner or CDD shall have <u>30 business days</u> to complete all revisions identified by the CPC.
 - a. Extension may be extended depending on the volume of documents to be reviewed.
- 5. The Hospital document owner or CDD shall return the final draft of the document(s) to the CPC Chair for review, finalization, and final approval.
 - a. If there is a need for additional revisions the Hospital document owner or CDD shall have an additional <u>14 business days</u> to complete those revisions and return the final draft to the CPC Chair.
- 6. Upon finalization of the document(s) the CPC Chair or designated CPC member shall send the document(s) to the Hospital Quality Manager.

URGENT SUBMISSION PROCESS

- A. All requests for urgent review of new or revised document(s) shall be submitted to the CPC Chair via email using the Draft Policy/Documents Submission & Communication Tracking Form (FMAD-010).
 - 1. Identify on the form the need for urgent review.
 - 2. Identify the reason for urgent review.
 - a. Urgent reviews should be reserved for the following but not limited to the following circumstances:
 - i. Patient safety issues,
 - ii. Root cause analysis findings,
 - iii. Survey findings, and
 - iv. Risks to staff and visitors.
- B. The CPC Chair shall review the urgent request with the CPC members and communicate an Approval or Denial within <u>two (2) business days or sooner</u> via email to the Hospital document owner or CDD.
 - 1. If the request is Denied the CPC Chair shall notify the Hospital Quality Manager and/or the CDD.
- C. Approval Process:
 - If not submitted with request the document(s) draft shall be submitted within <u>two</u>
 (2) business days or sooner to the CPC Chair for the CPC members to review via an ad hoc CPC meeting.
 - 2. Upon receipt of the document(s) the CPC Chair shall send notification to the CPC members of the document(s) availability for review in the Policy Committee folder.
 - a. The CPC shall have <u>two (2) business days</u> to review the document(s) and return any revisions to the Hospital document owner or CDD.

- b. The CPC Chair shall send the document(s) to the applicable Hospitals for a **two (2) business day** review.
 - i. All Hospital revisions, recommendations and questions/comments shall be documented on the Hospital Review and Feedback Form (FMAD-014)
- 3. The Hospital document owner or CDD shall have <u>two (2) business days</u> to complete revisions and return the documents to the CPC Chair for final approval.
- 4. After the CPC has received the final draft of the document(s) the CPC will complete the final review, finalization, and approval <u>within two (2) business</u> <u>days</u>.
 - a. If there is a need for additional revisions the Hospital document owner or CDD shall have an additional <u>two (2) business days</u> to complete those revisions and return the final draft to the CPC Chair.
- 5. Upon finalization of the document(s) the CPC Chair or designated CPC member shall send the document(s) to the Hospital Quality Manager.



COHESIVE HEALTHCARE MANAGEMENT & CONSULTING Mangum Regional Medical Center

Policy, Protocols, Forms, or other Document Development, Review, and Implementation Process

A. Determine need for policy, forms, or other documents:

- 1. Facilitate adherence with professional practices and evidence-based practice.
- 2. Promote compliance with regulations, laws:
 - a. Conditions of participation (COP's),
 - b. Health Insurance Portability and Accountability Act (HIPAA),
 - c. Emergency Medical Treatment and Labor Act (EMTALA), etc.
- 3. Reduce practice variation.
- 4. Resource for staff.
- 5. Reduce reliance on memory for staff.

B. Utilize references in writing policies, forms, or other documents:

- 1. Professional Associations, for example:
 - a. American Hospital Association (AHA),
 - b. American Society of Anesthesiologists (ASA), and
 - c. Association for Professionals in Infection Control and Epidemiology (APIC).
- 2. Professional Journals, for example:
 - a. Journal of the American Medical Association (JAMA),
 - b. American Journal of Infection Control (AJIC), and
 - c. Critical Care Nurse (CCN).
- 3. Accrediting Agencies, for example:
 - a. Joint Commission (JC), and
 - b. Center for Improvement in Healthcare Quality (CIHQ).
- 4. Governmental Agencies, for example:
 - a. Centers for Disease Control and Prevention (CDC),
 - b. Centers for Medicare and Medicaid Services (CMS),
 - c. Department of Health and Human Services (DHHS),
 - d. Office of Inspector General (OIG),
 - e. Office of Civil Rights (OCR), and
 - f. Federal Register.
- 5. Evidence-based practices and standards of care.

C. Components and Design of Policy or other documents:

1. **Scope of the policy:**

- a. The scope statement is a description of the affected staff, departments, and functions.
- b. This statement is used to guide the development of the policy and provide a summary of the proposed policy and ensure that those who might be affected by the policy are identified, considered, and consulted.

2. **Purpose of Policy:**

- a. A concise statement of the rationale for the policy/plan.
- 3. **Definitions:** (If needed)
 - a. Uncommon words or words with meanings unique to higher education shall be defined and listed in alphabetical order.
 - b. Only utilized when applicable.
 - c. Consider the following when writing definitions:
 - i. Is the word a new, uncommon, and/or specialized term?
 - ii. Does the term have a different meaning in different contexts?
 - iii. Are the definitions in alphabetical order?

4. **Policy:**

- a. Describes and clarifies the actual guiding principles by which the Hospital administers the policy and defines what is to be done.
- b. Policy statements serve to protect the Hospital from misunderstandings that might lead to unauthorized behavior or other adverse outcomes.
- c. The policy statement shall contain the following:
 - i. Align with the purpose statement,
 - ii. Clearly articulate what the policy is and what it is to accomplish,
 - iii. No procedural related content, and
 - iv. Consistent with all laws, regulations, and standards of practice.

5. **Procedure:**

- a. The procedure is a description of the principal steps or tasks to be taken to complete the performance of an operation.
 - i. This is generally provided in a step-by-step format.
- b. Consider the following when developing and writing the procedure section:
 - i. Do the procedural steps align with the policy statement?
 - ii. Are there specific steps or actions identified clearly to comply with the policy?
 - iii. Ensure the procedural steps are reasonable for the Hospital staff involved.
 - iv. Are the procedural steps consistent with all laws, regulations, and standards of practice?

6. **References:**

- a. A list of all supporting or source material or documentation used to validate the policy and procedure. (i.e., scientific journals, websites, regulations, standards, etc.).
- b. Information or material that is utilized in the policy to guide the activities, practices, and operations of the Hospital.

7. Attachments:

- a. Additional documents that are associated with the policy and are utilized in the activities, practices, and/or operations of the Hospital.
 - i. Documents shall be given a form number that shall be associated with the appropriate departmental manual.
 - 1. All forms shall start with FM and the second two (2) letters shall be associated with the appropriate departmental manual.

- 2. The number given to the form shall be dependent upon where the policy is within the manual and where the form is located within the policy.
- 3. For example, if the policy is an Emergency Department policy the form would be FMED-0xx.

D. Writing Style for Policy/Plan Documents:

- 1. Concise, clear, minimum verbiage.
- 2. Factual-double check accuracy.
- 3. Do not include information that may be quickly outdated (e.g., names, product names, etc.).
- 4. If an acronym is used for the first time, spell out the acronym (e.g., Registered Nurse [RN]).
- 5. Not too technical-simple enough to be understood by a new employee.
- 6. Use Times New Roman and Size 12 for font.
- 7. Use the Hospital approved policy protocol or standing order template for the applicable documents (See Hospital Policy Template FMAD-012 for further details).

E. **Table of Contents (TOC):**

- 1. Each department policy manual must have a Table of Contents.
- 2. Update TOC as needed (policies additions, deletions, revisions).

F. **Policy Form, Protocol, or Other Document Review:**

- 1. Review document for content relevance, grammatical and spelling errors.
- 2. All policies, plans, forms, and other documents should be submitted to the Quality Manager or the Department's Corporate Partner per the Hospital Policy/Form/Order Set/Protocol Review Process (FMAD-009) for review.
- 3. A Draft Policy/Documents Submission & Communication Tracking Form (FMAD-010) should be submitted per the review process either prior to submission of the policy/document or with the policy/document.

G. Policy, Form or Other Document Approval:

- 1. Policies must be submitted to and approved by the Corporate Policy Review Committee prior to submission to Quality, Medical Staff, and Governing Board Committees per the Hospital Policy/Form/Order Set/Protocol Review Process for review (FMAD-009).
- 2. Policies must be submitted to the Quality Committee (QC), Medical Staff Committee (MSC), Governing Board (GB) for final approval prior to implementation.
- 3. Once approved retain policy/plan in electronic and/or paper form.
- 4. Provide policy, form or other document education to the appropriate Hospital staff including contract agency staff as required or indicated and provide verification of education to the Quality Manager (QM).

H. Biennial (Every two [2] year) Review:

- 1. All policies, forms, protocols or other documents must be reviewed by the responsible party on a biennial (every two [2] year) basis, unless otherwise mandated by regulatory requirements.
 - a. The review shall be completed per the Hospital Policy/Protocol and Other Document Development and Review policy (AMD-009).
- 2. Prior to submission to Hospital committees all new policies, forms, or other documents and those with significant revisions must be submitted to the Corporate Policy Committee for review and approval.
 - a. A significant revision shall be considered to include but are not limited to the following:
 - i. Changes or additions to procedures or processes,
 - 1. This would not include minor changes including grammatical revisions.
 - ii. Removal of portions of a policy or other document.
- 3. The policy, form or other document(s) shall be submitted to the Corporate Policy Committee using the Draft Policy/Documents Submission & Communication Tracking Form.
- 4. Once the policy, form or other document(s) have been reviewed and approved by the Corporate Policy Committee they shall be submitted to the Quality Committee (QC), Medical Staff Committee (MSC), Governing Board (GB) for final approval.
- 5. A signed policy cover sheet shall be maintained for each policy manual with the biennial review and approval process.

I. Policy, Form, Protocol or Other Document Tracking:

- 1. The QM or designee shall maintain a list of all policy manuals, forms, protocols or other documents and TOC.
- 2. The QM shall maintain the Hospital Policy/Form/Document/Appointments & Other Reviews Log to include the following:
 - a. the biennial review for all policies, forms, protocols, standing orders and other documents.
 - b. the annual review of appointments and risk assessments.

Hospital Vendor Contract Summary Sheet

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

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is dated this _____ day of

CLIENT

Mangum Regional Medical Center 1 Wickersham Drive; Mangum, OK 73554

(the "Client")

CONSULTANT

Pharmacy Consultants, Inc. DBA 340B Compliance Partners

1310 Cove Lane Road; Roaring Spring, PA 16673

(the "Consultant")

BACKGROUND

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

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

SERVICES PROVIDED

- 1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
 - 1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
 340B Compliance Partners Platinum Plan (Monthly Maintenance)

 a. Includes annual independent audit, as described in attached proposal.
 b. Includes having a resource available via phone/email (experienced pharmacist) for questions and guidance throughout the term. This includes reaching out to HRSA/Apexus anonymously on your behalf.
 c. Fee is parsed over 12 months for ease of budgeting

d. Policy & Procedure review with recommendations for edits if gaps identified compared to HRSA expectations, as well as guidance on industry best-practices

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e. Originate (if needed) a facility 340B oversight committee, as well as facilitate meetings with agenda/minutes generation.

f. Assist with vendor review, negotiation, and selection

g. Review Contract Pharmacy agreements

h. Analyze TPA functionality

i. Review the ongoing monthly audits performed by your staff

j. Provide written reports to leadership

k. 340B Compliance Partners assigned analyst for your account to complete monthly internal audits of all relevant universes on your behalf

I. Analysis of missed opportunities for increased 340B savings

m. 25% discount provided for annual independent audit.

2. Referral Prescription Capture Services

a. Referral Strategist assigned to your account to review potential queue created by TPA(s).

b. View access to your EHR to determine required elements of the medical record.

c. Will reach out to specialist offices to request care notes be sent to your medical records department, if needed.

d. Auditable records readily available.

e. Charged as a percent of net CE benefit

3. 340B Data Management Services

a. 340B ESP Data Submission includes submission of data on a bi-monthly basis. This encompasses generating data extracts from source systems, performing necessary file manipulations, such as NDC filtering, and ensuring the data is submitted on time.

b. 340B ESP Data Monitoring including monitoring and resolving issues arising from data submission. This encompasses ensuring all contracted pharmacies are in the appropriate and expected status within the 340B ESP platform and auditing contract loads at the wholesale level.

c. 340B ESP Data Analytics including aggregating and data analysis to provide a summarized quarterly report.

d. TPA Data File Creation including the generation of data files from source systems to meet the required specifications for the destination Third Party Administrator.

e. TPA Data File Automation including the creation of automated processes to generate the needed data files and submit them to the source systems for ingestion.

f. TPA Data File Maintenance including any needed file edits secondary to changes in the source or destination system to maintain continuous operation.

g. TPA Data File Monitoring including monthly verification of file transmission from source system and ingestion of file at destination system.

h. Monthly report of financial performance for each CE

i. Monthly review of outlier accumulations in the contract pharmacy space (both large positive accumulations and negative accumulations) and corrective action

taken as applicable ..

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

TERM OF AGREEMENT

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

PERFORMANCE

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

CURRENCY

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

COMPENSATION

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

INTEREST ON LATE PAYMENTS

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

CONFIDENTIALITY

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

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

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

OWNERSHIP OF INTELLECTUAL PROPERTY

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

RETURN OF PROPERTY

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

CAPACITY/INDEPENDENT CONTRACTOR

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

AUTONOMY

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

EQUIPMENT

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

NO EXCLUSIVITY

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

NOTICE

- 21. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
 - a. Mangum Regional Medical Center
 1 Wickersham Drive; Mangum, OK 73554
 - b. Pharmacy Consultants, Inc. DBA 340B Compliance Partners 1310 Cove Lane Road; Roaring Spring, PA 16673

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

INDEMNIFICATION

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

ADDITIONAL CLAUSE

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

an amendment will be created to delineate those services.

MODIFICATION OF AGREEMENT

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

TIME OF THE ESSENCE

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

ASSIGNMENT

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

ENTIRE AGREEMENT

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

ENUREMENT

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

TITLES/HEADINGS

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

GENDER

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

GOVERNING LAW

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

SEVERABILITY

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

WAIVER

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

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, ____,

Mangum Regional Medical Center Per:				
Officer's Name:				
Date:				
Pharmacy Consultants, Inc. DBA 340B Compliance Partners				
Per: (Seal)				
Officer's Name:				
Date:				

Hospital Vendor Contract Summary Sheet

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

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

AGREEMENT TO PROVIDE OVERDOSE EDUCATION & NALOXONE DISTRIBUTION TRAINING & OVERDOSE <u>Reversal Kits</u>

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

Purpose and Objectives of Agreement/Project

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

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

Responsibilities of ODMHSAS

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

Responsibilities of MRMC

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

Contact Personnel

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

Oklahoma Department of Merital Health and Substance Abuse Services						
Signature:	BUC	Date:	11/21/2023			
e	Durand Crosby					
Title:	Senior Deputy Commissioner					

Mangum Regional Medical Center

Signature:	 Date:	

Print name: _____

Title:

Hospital Vendor Contract Summary Sheet

- 1. \boxtimes Existing Vendor \square New Vendor
- 2. Name of Contract: CliftonLarsonAllen LLP
- 3. Contract Parties: MRMC/CliftonLarsonnAllen LLP
- 4. Contract Type Services: Service Agreement
- 5. Impacted Hospital Departments: Hospital Financials
- 6. Contract Summary: Agreed upon Procedures for years 2018 and 2019
- 7. Cost: \$30,000.00 to \$36,000.00 total for both years audits
- 8. **Prior Cost: None**
- 9. Term: The term of the Agreement shall be 5 years from 12/6/2023
- 10. Termination Clause: Agreement can be terminated with a 30-day written notice.
- 11. Other:

CliftonLarsonAllen LLP https://www.claconnect.com



Master Services Agreement

Mangum Regional Medical Center 2510 E. Independence, Suite 100, Shawnee, OK, 74804, USA MSA Date: December 6, 2023

This master service agreement ("MSA") documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Mangum Regional Medical Center ("you," or "your"). The terms of this MSA will apply to the initial and each subsequent statement of work ("SOW"), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

1. Scope of Professional Services

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA's performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose all errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal controls as part of any services.

2. Management responsibilities

You acknowledge and understand that our role is to provide the services identified in an SOW and that management, and any other parties engaging CLA, have responsibilities that are fundamental to our undertaking to perform the identified services.

3. Fees and terms

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client-initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for you to make direct bank to bank wire transfers or ACH payments will be provided upon request.

4. Other Fees

You agree to compensate us for reasonable time and expenses, including time and expenses of outside legal counsel, we may incur in responding to a subpoena, a formal third-party request for records or information, or participating in a deposition or any other legal, regulatory, or other proceeding relating to services we provide pursuant to a SOW.

5. Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

6. Dispute Resolution

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

7. Limitation of remedies

These limitation of remedies provisions are not applicable for any audit or examination services provided to you.

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party").

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA,

the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim.

8. Governing Laws, Jurisdiction, and Venue

The MSA is made under and shall be governed by the laws of the state of Minnesota, without giving effect to choice-of-law principles. This includes dispute resolution and limitation of remedies.

9. Time limitations

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within these periods ("Limitation Period"), which vary based on the services provided, and may be modified as described in the following paragraph:

Service	Time after the date we deliver the services or work product*
Tax Consulting Services	36 months
Tax Return Preparation	36 months
Examination, compilation, and preparation services related to prospective financial statements	12 months
Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information	24 months
All Other Services	12 months

* pursuant to the SOW on which the dispute is based

If the MSA is terminated or your ongoing relationship with CLA is terminated, then the applicable Limitation Period is the lesser of the above periods or 12 months after termination of MSA or your ongoing relationship with CLA. The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

10. Confidentiality

Except as permitted by the "Consent" section of this MSA, CLA will not disclose any of your confidential, proprietary, or privileged information to any person or party, unless you authorize us to do so, it is published or released by you, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law, regulation, or professional standard. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us. You also consent to our disclosure of information regarding the nature of services we provide to you to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

The workpapers and files supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers and files to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers and files in accordance with our record retention policy that typically provides for a retention period of seven years. After this period expires, our workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The workpapers and files of our firm are not a substitute for your records.

Pursuant to authority given by law, regulation, or professional standards we may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

11. Other provisions

You agree that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this MSA, except as may be assumed in an SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, any sensitive data, including protected health information and personally identifiable information, must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all sensitive data, please contact us to discuss other potential options for transmitting the document or file.

CLA and certain owners of CLA are licensed by the California State Board of Accountancy. However, CLA has owners not licensed by the California State Board of Accountancy who may provide services under this MSA. If you have any questions regarding licensure of the personnel performing services under this MSA, please do not hesitate to contact us.

During the course of the engagement, there may be communication via fax or email. You are responsible to ensure that communications received by you or your personnel are secured and not shared with unauthorized individuals.

12. HIPAA Business Associate Agreement

To protect the privacy and provide for the security of any protected health information, as such is defined by the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and the regulations and policy guidances thereunder (HIPAA), we acknowledge that Mangum Regional Medical Center and CLA have entered into a HIPAA Business Associate Agreement (BAA) as attached hereto as Exhibit 1. If the attached HIPAA Business Associate Agreement is acceptable but has not yet been executed, please sign, date, and return it to us.

13. Consent to use financial information

We regularly aggregate anonymized client data and perform a variety of analyses using that aggregated data. Some of these analyses are published to clients or released publicly. However, we are always careful to preserve the confidentiality of the separate information that we obtain from each client, as required by the AICPA Code of Professional Conduct and various laws. Your acceptance of this MSA will serve as your consent to our use of Mangum Regional Medical Center anonymized data in performing and reporting on these cost comparison, performance indicator and/or benchmarking analyses.

Unless authorized by law or the client consents, we cannot use a client's tax return information for purposes other than the preparation and filing of the client's tax return. By signing and dating this MSA, you authorize CLA to use any and all information furnished to CLA for or in connection with the preparation of the tax returns under this MSA, for a period of up to six (6) years from the date of this MSA, in connection with CLA's preparation of the types of reports described in the foregoing paragraph.

14. Consent to send you publications and other materials

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you

informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes your name and address as well as the business and financial information you provided to us.

By signing and dating this MSA, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice.

15. Subcontractors

CLA may, at times, use subcontractors to perform services under this MSA, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this MSA.

16. Technology

CLA may, at times, use third-party software applications to perform services under this MSA. You acknowledge the software vendor may have access to your data.

17. Termination of MSA

This MSA shall continue for five years from December 6, 2023, unless terminated earlier by giving appropriate notice. Either party may terminate this MSA at any time by giving 30 days written notice to the other party.

Upon termination of the MSA, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

18. Agreement

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable addendum(s) and SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

CliftonLarsonAllen LLP

Greg Thelen Principal 612-397-3043 greg.thelen@claconnect.com

Response:

This MSA correctly sets forth the understanding of Mangum Regional Medical Center.

CLA CLA

Grey Thelen

Greg Thelen, Principal SIGNED 12/13/2023, 11:18:41 AM CST **Client** Mangum Regional Medical Center

SIGN:

Kelley Martinez

DATE:

HIPAA Business Associate Agreement

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made by and between Mangum Regional Medical Center (hereinafter referred to as "Client") and CliftonLarsonAllen LLP (hereinafter referred to as "CLA"). This Agreement is effective as of the date signed by Client.

RECITALS

WHEREAS, Client is a "covered entity" within the meaning of 45 CFR § 160.103;

WHEREAS, CLA provides accounting, consulting, or other services to Client and, in connection therewith, Client wishes to disclose "protected health information" within the meaning of 45 CFR § 160.103 to CLA and CLA wishes to receive protected health information and, on behalf of Client, create, maintain, or transmit protected health information (collectively, "Client's PHI");

WHEREAS, CLA is a "business associate" within the meaning of 45 CFR § 160.103;

WHEREAS, Client and CLA intend to protect the privacy and provide for the security of Client's PHI in compliance with the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, and the regulations and policy guidance thereunder ("HIPAA Rules");

WHEREAS, the HIPAA Rules require that Client receive adequate assurances that CLA will comply with certain obligations with respect to Client's PHI and, accordingly, the parties hereto desire to enter into this Agreement for the purpose of setting forth in writing the terms and conditions for the use, disclosure, and safeguarding of Client's PHI, including provisions required by the HIPAA Rules as the same may be amended from time to time;

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

TERMS OF AGREEMENT

1. Obligations and Activities of CLA

a. Permitted and Required Uses and Disclosures.

CLA shall not use or disclose Client's PHI except as permitted or required by this Agreement or as required by law. Specifically, CLA agrees as follows:

i. CLA may only use or disclose Client's PHI as necessary to perform the services set forth in the service agreement, if any, between Client and CLA, to perform functions, activities, or services for, or on behalf of, Client as requested by Client from time to time, or as required by law.

- CLA shall use or disclose only the "Minimum Necessary" amount of information, as such term is defined in the HIPAA Rules, required to conduct the authorized activities herein, except that CLA will limit disclosures to a limited data set as set forth in 45 CFR § 164.514(e)(2) as required by the HIPAA Rules.
- **iii.** CLA may not use or disclose Client's PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Client, except that CLA may use or disclose Client's PHI for the proper management and administration of CLA or to carry out the legal responsibilities of CLA, provided the use or disclosures are required by law or CLA obtains reasonable assurances from the person to whom the information is disclosed that Client's PHI will remain confidential and 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 CLA of any instances of which it is aware in which the confidentiality of Client's PHI has been breached.
- **iv.** CLA may use Client's PHI to provide "data aggregation services" relating to the health care operations of Client within the meaning of 45 CFR § 164.501.
- **v.** CLA shall not disclose Client's PHI in a manner that would violate any restriction thereof which has been duly communicated to CLA.
- **vi.** Except as permitted by the HIPAA Rules, CLA shall not directly or indirectly receive remuneration in exchange for any of Client's PHI unless authorized in writing by Client.

b. Safeguards

CLA shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of Client's PHI other than as provided in this Agreement.

i. Administrative Safeguards.

CLA shall implement all required administrative safeguards pursuant to 45 CFR § 164.308 as such are made applicable to business associates pursuant to the HIPAA Rules. Additionally, CLA shall either implement or properly document the reasons for nonimplementation of all administrative safeguards of 45 CFR § 164.308 that are designated as "addressable" as such are made applicable to business associates pursuant to the HIPAA Rules.

ii. Physical Safeguards.

CLA shall implement all required physical safeguards pursuant to 45 CFR § 164.310 as such are made applicable to business associates pursuant to the HIPAA Rules. Additionally, CLA shall either implement or properly document the reasons for nonimplementation of all physical safeguards of 45 CFR § 164.310 that are designated as "addressable" as such are made applicable to business associates pursuant to the HIPAA Rules.

iii. Technical Safeguards.

CLA shall implement all required technical safeguards pursuant to 45 CFR § 164.312 as such are made applicable to business associates pursuant to the HIPAA Rules. Additionally, CLA shall either implement or properly document the reasons for nonimplementation of all technical safeguards of 45 CFR § 164.312 that are designated as "addressable" as such are made applicable to business associates pursuant to the HIPAA Rules.

c. Reporting of Disclosures

CLA shall report to Client any use or disclosure of Client's PHI not provided for by this Agreement of which CLA becomes aware, including any acquisition, access, use or disclosure (i.e., "breach") of "unsecured protected health information," within the meaning of 45 CFR § 164.403, and any security incident of which CLA becomes aware. CLA shall make such report to Client without unreasonable delay and in no case later than sixty (60) calendar days following discovery of the breach. CLA's notice to Client shall include all information needed by Client to provide notice to affected individuals and otherwise satisfy the requirements of 45 CFR § 164.410.

d. CLA's Subcontractors.

CLA may disclose Client's PHI to one or more subcontractors and may allow its subcontractors to create, receive, maintain, or transmit Client's PHI on behalf of CLA. CLA shall obtain satisfactory assurances from any such subcontractor that it will appropriately safeguard Client's PHI in accordance with 45 CFR § 164.314(a) and shall ensure that the subcontractor agrees in writing to the same or more stringent restrictions, conditions, and requirements that apply to CLA with respect to Client's PHI. Upon CLA contracting with a subcontractor regarding Client's PHI, CLA shall provide Client written notice of such executed agreement and copy of agreement.

e. Satisfying Requests for Access.

CLA shall make available to Client Client's PHI in a "designated record set," within the meaning of 45 CFR § 164.501, as Client may require to satisfy its obligations to respond to a request for access pursuant to 45 CFR § 164.524. If CLA receives a request for access directly from an individual or an individual's designee, CLA shall forward such request within five (5) calendar days to Client for Client to fulfill. Alternatively, if directed by Client and agreed to by CLA, CLA shall make available to the individual or the individual's designee Client's PHI in a designated record set, as necessary to satisfy the requirements of 45 CFR § 164.524. CLA shall provide such access within thirty (30) calendar days of receiving a request for access and shall confirm to Client in writing that such request has been fulfilled.

f. Satisfying Requests for Amendment.

CLA shall make any amendments to Client's PHI in a designated record set, as Client may require to satisfy its obligations to respond to a request for amendment pursuant to 45 CFR § 164.526. If CLA receives a request for amendment directly from an individual or an individual's designee, CLA shall forward such request within ten (10) calendar days to Client for Client to fulfill. Alternatively, if directed by Client and agreed to by CLA, CLA shall make an amendment

to Client's PHI in a designated record set, as necessary to satisfy the requirements of 45 CFR § 164.526. CLA shall make such amendment within sixty (60) calendar days of receiving a request for amendment and shall confirm to Client in writing that such request has been fulfilled.

g. Internal Practices.

CLA shall make its internal practices, books and records relating to the use and disclosure of Client's PHI available to the Secretary of the United States Department of Health and Human Services or his or her designee for purposes of determining compliance with the HIPAA Rules.

h. Accounting.

CLA shall document disclosures of Client's PHI and information related to such disclosures and otherwise maintain and make available the information required to provide an accounting of disclosures to the Client as necessary to permit the Client to respond to a request for an accounting pursuant to 45 CFR § 164.528. If CLA receives a request for an accounting directly from an individual or an individual's designee, CLA shall forward such request within ten (10) calendar days to Client for Client to fulfill. Alternatively, if directed by Client and agreed to by CLA, CLA shall provide an accounting as necessary to satisfy the requirements of 45 CFR § 164.528. CLA shall satisfy such request within sixty (60) calendar days of receiving a request for an accounting and shall confirm to Client in writing that such request has been fulfilled.

i. Policies and Procedures; Documentation.

CLA shall develop appropriate policies and procedures relating to its compliance with the administrative, physical, and technical safeguards set forth in Section 1.b. and shall document, retain, and update such policies and procedures as required by 45 CFR § 164.316.

j. Compliance as if Covered Entity.

To the extent CLA is to carry out one or more of the obligations imposed on the Client as a "covered entity" under Subpart E of 45 CFR Part 164, CLA shall comply with the requirements of said Subpart E that apply to the Client in the performance of such obligations.

2. Client Obligations.

Client shall provide notice to CLA of any of the following:

- **a.** Any limitations in the notice of privacy practices of Client under 45 CFR § 164.520, as well as any changes to such limitations, to the extent that such limitation may affect CLA's use or disclosure of Client's PHI.
- **b.** Any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect CLA's use or disclosure of Client's PHI.
- **c.** Any restriction on the use or disclosure of protected health information that Client has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect CLA's use or disclosure of Client's PHI.

Client shall not request CLA to use or disclose Client's PHI in any manner that would not be permissible under the HIPAA Rules if done by Client, except that Client may request CLA to provide to Client "data aggregation services" relating to the health care operations of the Client within the meaning of 45 CFR § 164.501, as permitted by 45 CFR § 164.504(e)(2)(i)(B).

3. Termination of Agreement

a. This Agreement shall terminate on the earliest to occur of the date either party terminates the Agreement "for cause," as described in Section 3.b., the date CLA terminates as described in Section 3c., or pursuant to Section 5 upon either party's failure to negotiate or enter into an amendment to this Agreement.

b. Termination for Cause.

A breach of any provision of this Agreement by either party, as determined by the non-breaching party, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement for cause if the breaching party is unable to cure such breach to the other party's satisfaction within ten (10) days following written notice of such breach. The breaching party shall cooperate with the other party as necessary to mitigate the extent of any unauthorized disclosures of Client's PHI or any damages or potential damages and liability under the HIPAA Rules caused by any violation of this Agreement or other unauthorized use of Client's PHI.

c. Termination by CLA.

Upon thirty (30) days' advance written notice, CLA shall have the right to terminate this Agreement if Client imposes additional restrictions or requirements regarding the use, disclosure, or maintenance of Client's PHI that CLA reasonably determines will materially affect CLA's ability to perform its responsibilities under this Agreement or will materially increase CLA's costs to perform its responsibilities under this Agreement.

4. Treatment of Client's PHI after Termination.

Upon termination of this Agreement for any reason, CLA, with respect to Client's PHI, shall:

- **a.** Retain only that portion of Client's PHI which is necessary for CLA to continue its proper management and administration or to carry out its legal responsibilities;
- **b.** Return to Client or, if agreed to by Client, destroy remaining Client's PHI that CLA still maintains in any form and retain no copies of such Client's PHI;
- **c.** Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of Client's PHI, other than as provided for in this Section, for as long as CLA retains any Client's PHI;
- **d.** Not use or disclose Client's PHI retained by CLA other than for the purposes for which Client's PHI was retained and subject to the same conditions, as set forth in Section 2, which applied prior to termination;

- e. Return to Client or, if agreed to by Client, destroy remaining Client's PHI retained by CLA when it is no longer needed by CLA for its proper management and administration or to carry out its legal responsibilities and retain no copies of such Client's PHI;
- **f.** Obtain or ensure the destruction of any Client's PHI created, received, or maintained by any of CLA's subcontractors; and
- **g.** Within thirty (30) calendar days after termination of this Agreement, certify in a written statement signed by a senior officer of CLA, that all Client's PHI has been returned or disposed of as required above.

If the parties mutually agree that return or destruction is not feasible, this Agreement shall continue to apply to Client's PHI and, without limitation to the foregoing, the obligations of CLA under this Agreement shall survive the termination of this Agreement with respect to any Client's PHI retained by CLA. CLA shall limit further use and disclosure of Client's PHI to those purposes that make the return or destruction of Client's PHI infeasible.

5. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties agree to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the HIPAA Rules or other applicable law upon the written request of either party. Either party may terminate this Agreement upon thirty (30) days' written notice in the event (i) the other party does not promptly enter into negotiations to amend this Agreement upon the request of the party giving notice or (ii) the other party fails to execute an amendment to this Agreement upon the request of the party giving notice.

6. No Third Party Beneficiaries.

Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Client, CLA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

7. Indemnification.

Client shall indemnify, hold harmless, and defend (with counsel of CLA's choosing) CLA, its subsidiaries, affiliates, partners, and employees from and against all claims, suits, administrative proceedings, demands, losses, damages, or penalties, including reasonable attorneys' fees, arising out of Client's misuse or improper disclosure of Client's PHI, breach of this Agreement, or violation of the HIPAA Rules or any other law or regulation.

8. Interpretation.

This 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 shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. There shall be no presumption for or against either party, by reason of one of the parties causing this Agreement to be drafted, with respect

to the interpretation or enforcement of this Agreement.

9. Notices.

All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand delivered or mailed by registered or certified mail, as follows (provided that notice of change of address shall be deemed given only when received):

If to Client:

Mangum Regional Medical Center 2510 E. Independence, Suite 100, Shawnee, OK, 74804, USA Attention: Kelley Martinez

If to CLA:

CliftonLarsonAllen LLP 220 South Sixth Street, Suite 300 Minneapolis, MN 55402-1436 Attention: Legal

or to such other names or addresses as Client or CLA, as the case may be, shall designate by notice to the other in the manner specified in this Section 9.

10. Survival.

The obligations contained in this Agreement which by their nature or context survive or are expressly intended to survive the termination of this Agreement will so survive and continue in full force and effect. Without limiting the generality of the foregoing, Sections 2, 4, and 7 shall survive the termination of this Agreement.

11. Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

12. Entire Agreement.

This Agreement constitutes the entire agreement between the parties on the matters contained herein. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are superseded by this Agreement.

13. Non-Waiver.

No failure or delay in exercising any right or remedy under this Agreement and no course of dealing between the parties operates as a waiver or estoppel of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion.

14. Governing Law.

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Minnesota without regard to such state's conflict of laws provisions.

Signatures

IN WITNESS WHEREOF, the parties have signed this Agreement.

CLA CLA

Grey Thelen

Greg Thelen, Principal SIGNED 12/13/2023, 11:18:50 AM CST **Client** Mangum Regional Medical Center

SIGN:

Kelley Martinez

DATE:

CliftonLarsonAllen LLP https://www.claconnect.com



Statement of Work - Agreed-upon Procedures

December 13, 2023

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated December 6, 2023, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Mangum Regional Medical Center ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the years ended December 31, 2018 and 2019.

Greg Thelen is responsible for the performance of the agreed-upon procedures engagement.

Scope, objective, and responsibilities

We will apply the agreed-upon procedures which Mangum Regional Medical Center has specified and agreed to, listed in the attached schedule, to procedures as outlined in accordance with Oklahoma Statutes Citationized, Tile 60. Property, Chapter 4- Uses and Trusts, Section 180.1- Annual Audits of Mangum Regional Medical Center as of or for the years ended December 31, 2018 and 2019. Mangum Regional Medical Center is responsible for procedures as outlined in accordance with Oklahoma Statutes Citationized, Tile 60. Property, Chapter 4- Uses and Trusts, Section 180.1- Annual Audits of Mangum Regional Medical Center is responsible for procedures as outlined in accordance with Oklahoma Statutes Citationized, Tile 60. Property, Chapter 4- Uses and Trusts, Section 180.1- Annual Audits.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require us to be independent of the entity or responsible party, as applicable, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our engagement. Mangum Regional Medical Center agrees to and acknowledges the procedures performed or to be performed are appropriate for the intended purpose of satisfy the requirements in accordance with Oklahoma Statutes Citationized, Tile 60. Property, Chapter 4- Uses and Trusts, Section 180.1- Annual Audits. The intended users of the agreed-upon procedures report is the State of Oklahoma. Intended users in addition to Mangum Regional Medical Center will be requested to agree to the procedures and acknowledge that the procedures performed are appropriate for the intended purpose. Consequently, we make no representation regarding the appropriateness of the procedures enumerated in the attached schedule either for the purpose for which this report has been requested or for any other purpose. The intended users assume the risk that such procedures might be inappropriate for the intended purpose and the risk that they might misunderstand or otherwise inappropriately use findings properly reported by CLA.

This engagement is performed pursuant to regulation.

Our responsibility is to perform the specified procedures and report the findings in accordance with the attestation standards. For purposes of reporting findings, you specified a threshold of \$0.00 for reporting exceptions. Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, audit, or review, we will not express an opinion or conclusion on procedures as outlined in accordance with Oklahoma Statutes Citationized, Tile 60. Property, Chapter 4- Uses and Trusts, Section 180.1- Annual Audits or the Mangum Regional Medical Center's financial statements or any elements, accounts, or items thereof. Also, we will not express an opinion or conclusion on the effectiveness of Mangum Regional Medical Center's internal control over financial reporting or any part thereof. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

At the conclusion of the engagement, you agree to provide a written representation letter that includes your agreement and acknowledgement that the procedures performed are appropriate for the intended purpose of the engagement and, if applicable, that you have obtained from necessary other parties their agreement to the procedures and acknowledgement that the procedures performed are appropriate for their purposes.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. This report is intended solely for the information and use of State of Oklahoma, and should not be used by anyone other than the specified parties. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report and withdraw from this engagement. Our report will include a statement indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the procedures as outlined in accordance with Oklahoma Statutes Citationized, Tile 60. Property, Chapter 4- Uses and Trusts, Section 180.1- Annual Audits that come to our attention, unless they are clearly inconsequential. In addition, if, in connection with this engagement, matters come to our attention that contradict the procedures as outlined in accordance with Oklahoma Statutes Citationized, Tile 60. Property, Chapter 4- Uses and Trusts, Section 180.1- Annual Audits, we will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

Management is responsible for providing us with (1) access to all information of which you are aware that is relevant to the procedures as outlined in accordance with Oklahoma Statutes Citationized, Tile 60. Property, Chapter 4- Uses and Trusts, Section 180.1- Annual Audits and the agreed-upon procedures, such as records, documentation, and other matters, and for the accuracy and completeness of that information; (2) additional information that we may request for the purpose of performing the agreed-upon procedures; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing the procedures. You agree to inform us of events occurring or facts discovered subsequent to the date of the procedures as outlined in accordance with Oklahoma Statutes Citationized, Tile 60. Property, Chapter 4- Uses and Trusts, Section 180.1- Annual Audits that may affect the procedures as outlined in accordance with Oklahoma Statutes Citationized, Tile 60. Property, Chapter 4- Uses and Trusts, Section 180.1- Annual Audits that may affect the procedures as outlined in accordance with Oklahoma Statutes Citationized, Tile 60. Property, Chapter 4- Uses and Trusts, Section 180.1- Annual Audits that may affect the procedures as outlined in accordance with Oklahoma Statutes Citationized, Tile 60. Property, Chapter 4- Uses and Trusts, Section 180.1- Annual Audits that may affect the procedures as outlined in accordance with Oklahoma Statutes Citationized, Tile 60. Property, Chapter 4- Uses and Trusts, Section 180.1- Annual Audits that may affect the procedures as outlined in accordance with Oklahoma Statutes Citationized, Tile 60. Property, Chapter 4- Uses and Trusts, Section 180.1- Annual Audits that may affect the procedures as outlined in accordance with Oklahoma Statutes Citationized, Tile 60. Property, Chapter 4- Uses and Trusts, Section 180.1- Annual Audits.

Engagement administration and other matters

A list of information we expect to need for the engagement and the dates required will be provided in a separate communication.

CLA will not disclose any of your confidential, proprietary, or privileged information to any persons without the authorization of your management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Our engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Fees

We estimate that our professional fees will range from \$30,000.00 to \$36,000.00. We will also bill for expenses (including travel, other costs such as report production, word processing, postage, etc., and internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. This estimate is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation.

Agreement

We appreciate the opportunity to be of service to you and believe this SOW accurately summarizes the significant terms of our engagement. This SOW constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this SOW, please sign, date, and return the enclosed copy to us.

Sincerely,

CliftonLarsonAllen LLP

CLA CLA

reg Thelen

Greg Thelen, Principal SIGNED 12/13/2023, 11:14:51 AM CST **Client** Mangum Regional Medical Center

SIGN:

Kelley Martinez

DATE:

Procedures in accordance with Oklahoma Statutes Citationized, Title 60. Property, Chapter -Uses and Trusts, Section 180.1- Annual Audits

1.) Prepare a schedule of revenues, expenditures/expenses and changes in fund balances/net assets for each fund and determine compliance with any applicable trust or other prohibitions for creating fund balance deficits;

2.) Agree material bank account balances to bank statements, and trace significant reconciling items to subsequent clearance;

3.) Compare uninsured deposits to fair value of pledged collateral;

4.) Compare use of material restricted revenues and resources to their restrictions;

5.) Determine compliance with requirements for separate funds; and

6.) Determine compliance with reserve account and debt service coverage requirements of bond indentures.



Mangum City Hospital Authority 2024 Schedule of Regular Meetings

The regular meetings of the Trustees of the Mangum City Hospital Authority will be held on the following dates. The meetings are on the fourth Tuesday of each month, unless there is a holiday, beginning at 5:00pm. The meetings will be held in the City Administrative Building, 130 N Oklahoma Ave., Mangum, Oklahoma.

2024 Meeting Dates are as follows:

Tuesday, January 23, 2024 Tuesday, February 27, 2024 Tuesday, March 26, 2024 Tuesday, April 23, 2024 Tuesday, May 28, 2024 Tuesday, June 25, 2024 Tuesday, July 23, 2024 Tuesday, August 27, 2024 Tuesday, September 24, 2024 Tuesday, October 22, 2024 Tuesday, November 26, 2024 Tuesday, December 17, 2024 ** Meeting schedule earlier due to Christmas

Filed in the office of the City Clerk at 10:00am on December 1st, 2023.

Ally Kendall, City Clerk