



# Minutes Mangum City Hospital Authority Amended Session

**December 28, 2021 at 5:00 PM**

*City Administration Building at 130 N Oklahoma Ave.*

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*The Trustees of the Mangum City Hospital Authority will meet in regular session on December 28, 2021, 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 5:11 pm

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

### **PRESENT**

Trustee Carson Vanzant  
Trustee Ilka Heiskell  
Trustee LaRetha Vincent

### **ABSENT**

Trustee Cheryl Lively

### **ALSO PRESENT**

Billie Chilson, Secretary  
Corry Kendall, Attorney

## **CONSENT AGENDA**

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

Approve items 1 through 4 and remove the others for further discussion.

Motion made by Trustee Vanzant, Seconded by Trustee Heiskell.

Voting Yea: Trustee Vanzant, Trustee Heiskell, Trustee Vincent

1. Approve 11-18-21 MCHA meeting minutes.
2. Approve 11-30-21 MCHA meeting minutes.
3. Approve 11-10-21 Quality meeting minutes.
4. Approve 11-11-21 Medical Staff meeting minutes.

## **FURTHER DISCUSSION**

5. Approve Claims for November 2021 and Estimated Claims for January 2022.

Questions were asked why were there so many payments made to the Cohesive Healthcare MGMT.

Andrea answered, it is because there is so many invoices that were not paid. As you may remember that Cohesive was not getting paid until the hospital could get a little ahead. It is being paid as money is available. It pays the oldest invoices first.

Report does not need to be approved.

6. Approve Mangum Family Clinic report.

Christi Armstrong gave her report. Highlights are below:

Clinic Operations

- Clinic Finance Summary is being developed to report clinic-specific financial information.
- Clinic Operations Meeting provided Clinic Managers with goal discussion topics to take back to their team and report at the December Clinic Manager Meeting.

Quality Improvement Focus

- Mangum Family Clinic has been selected to participate in the Flex QI project to promote process improvement.

Community Outreach

- COVID Boosters began 9-20-21 and are ongoing with direction from the Cohesive COVID Task force recommendations.

Ilka asked about the COVID booster. Is there a way to promote the booster and flu shots? Christi said that they can do more on Facebook.

Vanzant said that he thinks it would be great to get Tiffany, the new provider on Facebook and get her known in the clinic.

Report does not need to be approved.

7. Approve MRMC Quality report.

Debbie Jackson gave her report.

**Hospital Activity**

Hospital Admission

- Acute Care Admits: 24- up from Oct (15)
- Swing-Bed Admits: 13 - down from October (14)
- Total Discharges: 35 - up from Oct (31)

Total patient days, ED Visits, ADC

- Total Patient: 329 which is down from 400 in October.
- ED Visits: 166 ED visits which is up from 142 in October.
- Average Daily Census 11 - down from October of 13.

**AMA/LWBS**

- AMA: 4 - down from Oct (5)
- LWBS: 1 - Up from Oct (0)

## **Care Management**

30 Day Readmission

- 2 for November

## **RISK MANAGEMENT**

Incidents

- Falls without Injury 1
- Fall with minor injury 1
- Fall with major injury - None

## **Mortality Rate**

- Acute/Swing-Bed Deaths
  - 3 (9%) (YDT = 5%)
- Emergency Department Deaths
  - 0 (0%) (YTD = 1%)

## **Infection Control**

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

## **Health Information Management**

- History & Physical Completion (Benchmark 100%)
  - 48/48 = 100%
- Discharge Summary completion (Benchmark 100%)
  - 37/37 = 100%

## **Nursing**

- Code Blue
  - 0
- Transfers
  - Acute Transfers - 2
  - ED Transfers 7

Report does not need to be approved.

8. Approve CCO report.

Daniel Coffin gave his report.

## **Excellent Patient Care**

- Monthly Education topics included: Training and implementation of the New GE Xray Room
- MRMC began installation of the New Head Wall units which will aesthetically house necessary patient care equipment and supplies.

- OSDH completed Annual Survey with minimal deficiencies and ZERO Clinic deficiencies

### **Excellent Client Service**

- Patients continue to rely on MRMC as their local hospital. Patient days decreased from 400 days in October to 329 days in November. This represents an average daily census of 11. In addition, MRMC Emergency Department provided care to 166 patients in November.
- November COVID-19 Stats at MRMC: Swabs (76-prc & 113-Antigen) with 11 Positive PCR & 13 Positive Antigen.
- Greer County November COVID-19 Statistics: 797 Positive Cases and 25 Deaths (3.14% death rate).

### **Preserve Rural Jobs**

- Open Positions Include Full Time RT, RN, LPN and CNA.
- MRMC has new updates to the Core Staff! Local Respiratory Therapist hired!
- For the clinical team MRMC continues to pursue core staff members from the area.
- Recruiting efforts included positing of positions on mangumregional.net and Facebook as well as establishing Memorandums of Understanding to ensure consistence in staffing.
- MRMC Dietary team continues to serve up delicious meals to staff daily. The meals are free of charge for employees. A big thank you to Cohesive Healthcare Management for the offer!

The board would like to see some advertising on Facebook and the web site. Trustee Vincent said that the last post was November 21st.

They would like to see the promotions of the new equipment and the news of what is going on at MRMC.

Report does not need to be approved.

#### 9. Approve CEO report.

Dale Clayton gave his CEO report.

### **COVID-19 Activity and Overview**

- Regional 3 MERC briefings are continuing.
- Leadership continues to update staff and providers regarding new policies and regulations pertaining to COVID-19.
- COVID continues to be a concern with positive cases increasing dramatically.

### **Staff and Operations Overview**

State survey results were outstanding with ZERO clinical deficiencies.

- Patient care continues to be outstanding.
- Current open positions AP, RN, LPN, AND RT.
- Newly filled positions include HR, RN, LPN and CNA.
- COVID equipment installations are ongoing. GE Ultrasound, GE Portable X-Ray, GE X-Ray, Spacelabs Telemetry Cabling, electrical Upgrades, plus several smaller items have been received. Nurse call system along with Med Gas Headboards are in process.

- Our census continued to be strong with an average daily census of 11.
  - Emergency Department assisted 166 patients.
  - Employees continue to receive free meals.
  - Report does not need to be approved.
10. Approve the following policies and procedures previously approved by Corporate (12/2021), Quality (12/16/21) and Med Staff (12/21/21).

HOSPITAL POLICY/FORM/ORDER SET/PROTOCOL REVIEW PROCESS ALGORITHM

1135 Waiver for Emergencies and Disasters Policy

Blood Product Administration Policy – Revision

IDT Note (within CPSI)

Rapid Sequence Intubation Policy

RAPID SEQUENCE INTUBATION (RSI) ADULT PROTOCOL - Revision

RAPID SEQUENCE INTUBATION (RSI) PEDIATRIC PROTOCOL – Revision

RAPID SEQUENCE INTUBATION (RSI) ADULT & PEDIATRIC CARE & DOCUMENTATION FORM – Revision

Disclosure Notice Regarding Patient Protection Against Surprise Billing

Good Faith Estimate Template

Right to Receive a Good Faith Estimate of Expected Charges Document

Disclosure Notice Regarding Patient Protection Against Surprise Billing for Nonparticipating Providers

Motion to approve the policies with the exception to remove the following .

Remove Rapid Sequence Intubation Policy

RAPID SEQUENCE INTUBATION (RSI) ADULT PROTOCOL - Revision

RAPID SEQUENCE INTUBATION (RSI) PEDIATRIC PROTOCOL - Revision

RAPID SEQUENCE INTUBATION (RSI) ADULT & PEDIATRIC CARE & DOCUMENTATION FORM - Revision

Motion made by Trustee Heiskell, Seconded by Trustee Vincent.

Voting Yea: Trustee Vanzant, Trustee Heiskell, Trustee Vincent

**REMARKS**

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

Dixie Peterson asked what is the reason that we are not able to find more staff locally? The answer is that they are trying but so many of the Nursing are working for staffing agencies now.

Paula Banister said the advertising needs to go in the paper as well as on Facebook or other websites. A lot of the older people don't have a computer or know how to use them.

Georgiana Lively wants to know what other marketing can be used for the advertising. Maybe some billboards to get our hospital noticed when driving through town.

## REPORTS

### 11. Financial Report

Andrea Snider gave the financial report.

#### Statistics

- The average daily census in November was 10.97, this was the first time since June, ADC was below 12. We continue to remain on target towards our 11 ADC Goal, with YTD ADC totaling 10.67.
- Cash receipts for the month of November totaled \$1.1M. Additionally, \$317K in ARPA COVID funding was received and placed into restricted cash. This brought total cash receipts for the month up to \$1.4M.

#### Balance Sheet Highlights

- The operating cash balance of November 30th was \$600K. This \$686K decrease from October 31st balance is primarily driven by payments toward AP, and the \$317K in ARPA funds placed into reserve.
- The 2020 Cost Report Tentative Settlement underpayment was applied to the 20017 outstanding ERS loans, preventing the facility from submitting a rebuttal to request the cash be paid to the hospital. As a result, the 6/29/17 ERS loan of \$909K has been completely paid in full, and the remaining \$300K applied to the principal balance on the 12/31/17 ERRS Loan reducing this liability to 2.1M as reflected on the Medicare Payable/Receivable Schedule.

#### Income Statement Highlights

- Current month net patient revenue is \$1.1M, factored into this number is a \$141K adjustment to reduce the 2020 cost report receivable originally estimated and recorded at \$1.3M thus reducing November NPR.
- Operating expenses of \$1.5M continue the previous months increase. This continues to be due to the materially increased cost incurred for contract labor. Additionally, there was an increased cost of \$75K above average in purchased services due to a catch up of lab service invoices as well as a one-time fee for preparation of the 2017 cost report.
- Depreciation and Interest expense have also slightly increased by \$33K above average in November due to the combination of interest incurred from the finalized 2017 ERRS loans and COVID capital assets placed into service and depreciating.

## OTHER ITEMS

12. Discussion and possible action to make a recommendation to the City Commissioners to fill the vacancy on the Mangum City Hospital Authority Board. . This vacancy can create a hardship for the board to meet if someone else is unable to be at the meetings. The board should have (5) members and only has four (4) and has been that way for a number of months.

Table until next month.

13. Discussion and possible action regarding year end employee Covid bonuses.

Motion to approve no less than \$300.00 per employee up to \$1,000.00 per employee, after the financial department has investigated how much money they have work with.

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

14. Discussion and possible action regarding the acceptance of the amendment to the Schapen Mangum Family Clinic lease agreement.

Motion to approve the amendment to Schapen Mangum Family Clinic lease agreement

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

15. Discussion and possible action regarding the renewal of the Integris Cardiovascular Physicians, LLC lease agreement.

Motion to approve the renewal of Integris Cardiovascular Physicians, LLC lease agreement in the amount of \$217.00 a month.

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

16. Discussion and possible action regarding the opening of a separate interest-bearing account specifically for ARPA funds.

Motion to approve the opening of a separate interest-bearing account specifically for ARPA Funds.

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

## **EXECUTIVE SESSION**

17. Discussion and possible action with regard to potential issues affecting the clinic's ability to bill for services rendered where information, if publicly disclosed, would violate confidentiality requirements of state or federal law with possible executive session in accordance with 25 O.S. 307(B)(7).

Motion to enter into executive session at 7:26 pm.

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

Chairman Vanzant declared out at 7:34

## **OPEN SESSION**

18. Discussion and possible action with regard to the executive session, if necessary.

No action

## EXECUTIVE SESSION

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

Barry Davenport MD - Courtesy Privileges

Trent Elliott DO - Courtesy Privileges

Tiffany Forster APRN-CNP - Allied Health/Temporary Privileges

Supervision Agreement - Brian Bluth, MD/Tiffany Forster, APRN

Motion to approve the staff privileges for the following. (no executive session needed)

Barry Davenport MD - Courtesy Privileges

Trent Elliott DO - Courtesy Privileges

Tiffany Forster APRN-CNP - Allied Health/Temporary Privileges

Supervision Agreement - Brian Bluth, MD/Tiffany Forster, APRN

Motion made by Trustee Vanzant, Seconded by Trustee Vincent.

Voting Yea: Trustee Vanzant, Trustee Heiskell, Trustee Vincent

## OPEN SESSION

20. Discussion and possible action with regard to the executive session, if necessary.

No action needed

## STAFF AND BOARD REMARKS

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

Corry wanted to know where we stand on the new law that no person be left alone.

Jamal said they are following that now.

Transparency: 20 most commonly required procedures posted.

Jamal said we are already doing that.

Sarah wanted to thank everyone for the new dishwasher. It is great.

Corry explained the City's Auditors asked about why there is no budget for this year and no audit since 2017.

## NEW BUSINESS

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

None.

## ADJOURN

*Motion to Adjourn*

Motion to adjourn at 7:45 pm



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

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*Carson Vanzant, Chairman*

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*Billie Chilson, City Clerk*



# Minutes

## Mangum City Hospital Authority Meeting Session

### November 18, 2021 at 5:00 PM

*City Administration Building at 130 N Oklahoma Ave.*

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*The Trustees of the Mangum City Hospital Authority will meet in regular session on November 18, 2021, 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 5:10 pm

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

##### **PRESENT**

Trustee Carson Vanzant  
Trustee Cheryl Lively  
Trustee LaRetha Vincent

##### **ABSENT**

Trustee Ilka Heiskell

##### **ALSO PRESENT**

Billie Chilson, City Clerk/Secretary  
Corry Kendall, City Attorney

#### **CONSENT AGENDA**

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

Remove items 5 and 8 for further discussion and approve the rest of the items as presented

Motion made by Trustee Lively, Seconded by Trustee Vincent.

Voting Yea: Trustee Vanzant, Trustee Lively, Trustee Vincent

1. Approve 10-26-21 MCHA meeting minutes.
2. Approve 10-14-21 Quality meeting minutes.
3. Approve 10-21-21 Medical Staff meeting minutes.
4. Approve Claims for October 2021 and Estimated Claims for December 2021.
5. Approve Mangum Family Clinic Report.  
See report highlights in Further Discussion.
6. Approve MRMC Quality Report.
7. Approve CCO Report.
8. Approve CEO Report.  
See report highlight in Further Discussion

9. Approve the following policies and procedures previously approved by Corporate (11/2021), Quality (11/10/21) and Med Staff (11/11/21).

Performance Improvement Plan Project  
 Risk Manager Appointment Form  
 Incident Log  
 Patient Incident Report Form  
 Medication Variance Report Form  
 FDA Med Watch Form  
 Sentinel Event Confidentiality Agreement  
 Sentinel Event RCA Workbook  
 RCA Template Form  
 Complaint & Grievance Log  
 Patient Grievance Investigative Form  
 Grievance Extension Letter Template  
 Grievance Response Letter Template  
 FMEA Instructions  
 FMEA Worksheet  
 Quality Management Plan  
 Performance Improvement Plan  
 Risk Management Plan  
 Incident Reporting Plan  
 Sentinel Event Plan  
 Patient Complaints and Grievances Policy  
 Failure Mode and Effects Analysis Policy (FMEA)  
 Tetanus (Td)/Tdap Patient Consent/Declination Form  
 Updated - COVID-19 STANDING ORDERS  
 Rapid Sequence Intubation Policy  
 Rapid Sequence Intubation (RSI) Adult Protocol  
 Rapid Sequence Intubation (RSI) Pediatric Protocol  
 Rapid Sequence Intubation (RSI) Adult & Pediatric Care & Documentation Form

## **FURTHER DISCUSSION**

### **Item #5 Clinic report. by Christy Armstrong.**

Christy Armstrong gave her report.

- She said the patient letters were sent out on November 5th to notify patients that Randy is no longer a provider at the clinic and that we have interim coverage in place.
- Grace Smith has been moved to the Clinic from the hospital as the Clinic Manager.
- November Clinic Manager meeting will highlight 2022 growth strategies.
- Clinic Finance Summary is being developed to report clinic-specific financial information.
- COVID Booster began 9-21-21 and are ongoing with direction from the Cohesive COVID Task Force recommendations.
- Flu shots began 10-1-21 and are ongoing.

The board wanted to know if there can be some tracking done on patients from when Randy was there in Feb 2021 compared with the new provider. They said that they can do that.

### **Item #8 CEO Report**

Dale Clayton gave his CEO Report with the following highlights.

### **Mangum City Hospital Authority Meeting November 18, 2021**

## COVID - 19 Activity and Overview

- Region 3 MERC briefings are continuing.
- Leadership continues to update staff and providers regarding new policies and regulations pertaining to Covid-19.
- Covid continues to be a concern but positive cases are declining.

## Staff and Operations Overview

- Patient care continues to be outstanding.
- Current open positions include HR, RN, LPN, RT and Clinic Provider.
- Newly filled positions include RN, LPN, CNA & IT.
- Grace Smith is doing an outstanding job as our new Clinic Manager.
- Provider coverage at the Clinic is working well with a new Provider coming soon.
- Covid equipment installations are ongoing. GE Ultrasound, GE Portable X-Ray, GE X-Ray, Spacelabs Telemetry Cabling, Electrical Upgrades, plus several smaller items have been received.
- Our census continued to be strong with an average daily census of 13.
- Emergency Department assisted 142 patients.
- Employees continue to receive free meals.

## Contracts, Agreements and Appointments for Governing Board Approval

- Stryker AP
- HIS Contract
- Clinic Provider Contract
- 340B Drug Company Contracts are on hold

Dale stated that On Tuesday morning the State showed up to their survey.

Everything went well.

Staff was great.

Daniel said the state seemed very impressed.

They were zero clinical deficiencies.

They said the kitchen was one of the cleanest they have seen.

The Credential are in great shape.

The board asked what do we need to do about the morale at the Clinic. They have gotten complaints that the staff feels ouster sized from the Hospital Staff.

## REMARKS

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

None.

## REPORTS

### 10. Financial Report

Andrea Snider presented the financial report for October 2021

### Statistics

- The average daily census (ADC) for October 2021 was 12.90. This exceeded our target of 11.0 by 17.3% and improved our year-t-date (YTD) ADC to 10.63. As a reminder, the 2021 year began with a 2-year ADC low of only 5.90 in January.

- FY21 YTD Medicare swing bed patient days through October were 2,555 as compared to the PY total of 2,637 (-3.1%). Accordingly, Mangum Regional Medical Center has experienced a strong patient volume recovery over the past 6 months & closed the gap by almost 32%.

#### Balance Sheet Highlights

- The operating cash balance as of October 31<sup>st</sup> was \$1,286,535. This increase of almost \$1.2M from the September 2021 balance was driven by the 2 factors stated above.
- Net AR increased \$105K from September. This was primarily volume-driven as the facility continued its rebounding ADC trend.
- The facility paid down approximately \$246K in AP. The hospital also continues to make payments on MCR ERS loans of approximately \$87K per month and made initial payments on 2017 MCR ERS loans of approximately \$113K - (or \$200K combined).

#### Income Statement Highlights

- Current month gross patient revenue is less than the YTD monthly average despite the higher ADC. This is primarily due to the materially lower acuity of the IP & SWB patients & OP volumes. Cardiopulmonary GPR was (-\$182K) less than the monthly average & ER revenue was (-\$52K) less than the monthly average.
- Current month total operating revenue is (-\$331K) below the monthly average but this is due to recognizing over \$3M in stimulus funds during the initial 6 months of 2021. On a same-store comparison it is just shy of exceeding the monthly average by \$90K.
- Operating expenses exceeded the prior month year-to-date average by \$238K. This was almost exclusively driven by contract labor which exceeded its monthly average by \$231K. These labor increases are being experienced by hospitals all-across the nation. In some instances, nurses are being paid more than physicians. These increases are not just limited to RN's. We are seeing similar increases with LPN's, therapist, and other clinical personnel.

#### OTHER ITEMS

11. Discussion and possible action regarding the Health & Safety Institute contract.

Motion to approve the Health & Safety Institute contract.

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

12. Discussion and possible action regarding the lease of the David Caley Annex with the City of Mangum.

No action

#### EXECUTIVE SESSION

13. Discussion and possible action regarding the review and approval of medical staff privileges/credentials of the following providers with possible executive session in accordance with 25 O.S. § 307(B) (1): a. Tiffany Forster, APRN – Courtesy Privileges

No executive session needed. Motion to approve Tiffany Forster, APRN - Curtesy Privileges.

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

**OPEN SESSION**

14. Discussion and possible action with regard to executive session, if necessary.

No executive session was held.

**STAFF AND BOARD REMARKS**

*Remarks or inquiries by the governing body members, City Manager, City Attorney or City Employees*  
None

**NEW BUSINESS**

*Discussion and possible action on any new business which has arisen since the posting of the Agenda that could not have been reasonably foreseen prior to the time of the posting (25 O.S. 311-10)*  
None

**ADJOURN**

Motion to adjourn at 6:05 pm

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

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*Carson Vanzant, Chairman*

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*Billie Chilson, City Clerk*



# Minutes

## MANGUM CITY HOSPITAL AUTHORITY SPECIAL MEETING (Amended) Session

### November 30, 2021 at 5:00 PM

*City Administration Building at 130 N Oklahoma Ave.*

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The Trustees of the Mangum City Hospital Authority will meet in special session on November 30, 2021, 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

Vice Chairman called the meeting to order at 5:08

#### ROLL CALL AND DECLARATION OF A QUORUM

##### PRESENT

Trustee Cheryl Lively  
Trustee Ilka Heiskell  
Trustee LaRetha Vincent

##### ABSENT

Trustee Carson Vanzant

##### ALSO PRESENT

Billie Chilson, City Clerk/Secretary  
Corry Kendall, Attorney

#### OTHER ITEMS

1. Discuss and take action to approve policies and procedures consistent with CMS (Centers for Medicare and Medicaid Services) vaccination regulations.

Barry Smith explained that if we don't have a policy and procedures for vaccination regulations it could cause us to lose our Medicare and Medicaid Contract.

He went over the policy in detail. Questions were asked by the board.

The total employees at the hospital are 71 and 53.2% of them have not had the vaccination.

The courts have just passed a stay for several states including the State of Oklahoma on the mandate.

Pass the policies and procedures but wait to start enforcing until the stay has been lifted.

Motion made by Trustee Lively, Seconded by Trustee Vincent.

Voting Yea: Trustee Lively, Trustee Heiskell, Trustee Vincent

Adjourn

Motion to adjourn at 5:49 pm.

**MANGUM CITY HOSPITAL AUTHORITY SPECIAL MEETING (Amended) November 30, 2021**

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

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*Carson Vanzant, Chairman*

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*Billie Chilson, City Clerk*



**Mangum Regional Medical Center  
Claims List  
November 2021**

Check#	Ck Date	Amount	Paid To	Expense Description
16448	11/9/2021	31.95	AMBS CALL CENTER	Compliance Hotline
16408	11/3/2021	4,331.30	ANESTHESIA SERVICE INC	Patient Supplies
16409	11/3/2021	3,464.56	ARAMARK	Linens - purch svcs
16449	11/9/2021	1,732.28	ARAMARK	Linens - purch svcs
16480	11/17/2021	2,015.93	ARAMARK	Linens - purch svcs
16494	11/23/2021	2,203.47	ARAMARK	Linens - purch svcs
16495	11/23/2021	8,760.00	BARRY DAVENPORT	1099 Provider
16410	11/3/2021	1,445.54	BAXTER HEALTHCARE	Pharmacy Supplies
16450	11/9/2021	325.71	BAXTER HEALTHCARE	Pharmacy Supplies
16451	11/9/2021	457.73	BIO-RAD LABORATORIES INC	Lab Supplies
16411	11/3/2021	2,400.00	BLUTH FAMILY MEDICINE, LLC	1099 Provider
16412	11/3/2021	10,000.00	CARDINAL HEALTH 110, LLC	Pharmacy Supplies
16481	11/17/2021	10,000.00	CARDINAL HEALTH 110, LLC	Pharmacy Supplies
901121	11/10/2021	708.62	CENTERPOINT ENERGY ARKLA	Gas
16413	11/3/2021	1,700.50	CINTAS CORPORATION #628	Linen Service
16452	11/9/2021	850.25	CINTAS CORPORATION #628	Linen Service
16482	11/17/2021	850.25	CINTAS CORPORATION #628	Linen Service
16496	11/23/2021	815.75	CINTAS CORPORATION #628	Linen Service
16453	11/9/2021	6,727.57	CITY OF MANGUM	Utilities
16526	11/23/2021	32,869.00	CITY OF MANGUM	Property Insurance
16414	11/3/2021	225,000.00	COHESIVE HEALTHCARE MGMT	Mgmt and Provider Services
16454	11/9/2021	67,899.03	COHESIVE HEALTHCARE MGMT	Mgmt and Provider Services
16483	11/17/2021	40,089.00	COHESIVE HEALTHCARE MGMT	Mgmt and Provider Services
16497	11/23/2021	217,872.78	COHESIVE HEALTHCARE MGMT	Mgmt and Provider Services
16415	11/3/2021	112,213.35	COHESIVE HEALTHCARE RESOURCES	Payroll Staffing
16455	11/9/2021	271,378.27	COHESIVE HEALTHCARE RESOURCES	Payroll Staffing
16498	11/23/2021	52,987.82	COHESIVE HEALTHCARE RESOURCES	Payroll Staffing
16416	11/3/2021	31.77	COHESIVE REVOPS INTEGRATION	Billing purch svcs
16484	11/17/2021	278.17	COHESIVE REVOPS INTEGRATION	Billing purch svcs
16524	11/23/2021	53,028.27	COHESIVE REVOPS INTEGRATION	Billing purch svcs
16417	11/3/2021	64,286.65	COHESIVE STAFFING SOLUTIONS	Agency Staffing
16456	11/9/2021	112,222.70	COHESIVE STAFFING SOLUTIONS	Agency Staffing
16485	11/17/2021	9,911.00	COHESIVE STAFFING SOLUTIONS	Agency Staffing
16499	11/23/2021	29,139.40	COHESIVE STAFFING SOLUTIONS	Agency Staffing
16418	11/3/2021	11,886.38	CONEXUS SOLUTIONS LLC	Agency Staffing
16457	11/9/2021	9,411.25	CONEXUS SOLUTIONS LLC	Agency Staffing
16500	11/23/2021	15,470.00	CONEXUS SOLUTIONS LLC	Agency Staffing
16458	11/9/2021	4,800.00	CONTEMPORARY HEALTHCARE SVCS	1099 provider
16501	11/23/2021	6,600.00	CONTEMPORARY HEALTHCARE SVCS	1099 provider
16502	11/23/2021	36,094.40	CPSI	EHR payable and monthly support
16419	11/3/2021	750.00	DARBY'S BIG FURNITURE	Provider Mattress
16420	11/3/2021	4,766.67	DR W. GREGORY MORGAN III	1099 Provider
16459	11/9/2021	9,615.38	DR. JOHN CHIAFFIETELLI	1099 Provider
16503	11/23/2021	9,615.38	DR. JOHN CHIAFFIETELLI	1099 Provider
16421	11/3/2021	230.67	FEDEX	Postage
16504	11/23/2021	1,883.60	FFF ENTERPRISES INC	Pharmacy Supplies
16505	11/23/2021	182.50	FIRE EXTINGUISHER SALES & SERV	Maintenance
16422	11/3/2021	1,032.88	GLOBAL EQUIPMENT COMPANY INC.	Patient Supplies

Check#	Ck Date	Amount	Paid To	Expense Description
16506	11/23/2021	376.96	GLOBAL EQUIPMENT COMPANY INC.	Patient Supplies
901122	11/10/2021	1,147.48	GLOBAL PAYMENTS INTEGRATED	CC processing
16424	11/3/2021	489.33	HAC INC	Dietary supplies
16460	11/9/2021	689.20	HEALTH CARE LOGISTICS	Pharmacy Supplies
16461	11/9/2021	841.75	HEALTHSTREAM	Employee Training
16425	11/3/2021	1,000.00	HEARTLAND PATHOLOGY CONSULTANT	Lab purch svcs
16462	11/9/2021	80.98	HENGST PRINTING	Pharmacy Supplies
16426	11/3/2021	6,677.70	HENRY SCHEIN	Lab supplies
16463	11/9/2021	4,483.23	HENRY SCHEIN	Lab supplies
16507	11/23/2021	1,003.65	HENRY SCHEIN	Lab supplies
901117	11/1/2021	9,805.00	HOSPITAL EQUIPMENT RENTAL COMP	Equipment Lease
16464	11/9/2021	1,850.00	HURDLE & ASSOCIATES, INC	Plant Ops purch svcs
16465	11/9/2021	111.80	IMPERIAL, LLC.-LAWTON	Dietary Purchased Svcs
16508	11/23/2021	83.85	IMPERIAL, LLC.-LAWTON	Dietary Purchased Svcs
16427	11/3/2021	566.14	JANUS SUPPLY CO	Cleaning Supplies
16466	11/9/2021	634.88	JANUS SUPPLY CO	Cleaning Supplies
16509	11/23/2021	839.59	JANUS SUPPLY CO	Cleaning Supplies
16467	11/9/2021	30.00	LABCORP	Lab purch svcs
16486	11/17/2021	4,844.46	LABCORP	Lab purch svcs
16510	11/23/2021	8,727.91	LABCORP	Lab purch svcs
16468	11/9/2021	2,535.87	LAMPTON WELDING SUPPLY	Patient Supplies
16511	11/23/2021	2,402.98	LAMPTON WELDING SUPPLY	Patient Supplies
16428	11/3/2021	15,066.00	LINET AMERICAS, INC.	COVID capital
16493	11/17/2021	762.48	MARK CHAPMAN	employee reimbursement
16429	11/3/2021	645.00	MARY BARNES, APRN	employee reimbursement
16512	11/23/2021	850.00	MATT MONROE	House rent
901119	11/5/2021	8,541.75	MCKESSON / PSS - DALLAS	Patient Care/Lab Supplies
901123	11/19/2021	4,229.79	MCKESSON / PSS - DALLAS	Patient Care/Lab Supplies
16434	11/3/2021	10,010.77	MEDLINE INDUSTRIES	Patient Care Supplies
16487	11/17/2021	47.69	MELISSA TUNSTALL	employee reimbursement
16513	11/23/2021	6,673.00	MIMEDX GROUP, INC	Wound Care supplies
16488	11/17/2021	750.00	MLB WELDING LLC	Dietary dishwasher
901118	11/2/2021	102.50	NATIONAL DATA BANK	Credentialing
16435	11/3/2021	2,052.66	NEXTIVA, INC.	Phone service
16527	11/23/2021	2,076.73	NEXTIVA, INC.	Phone service
16491	11/17/2021	29,157.97	NOVITAS SOLUTIONS-PART A	ERS installment payment
16492	11/17/2021	84,065.57	NOVITAS SOLUTIONS-PART A	ERS installment payment
16525	11/23/2021	3,350.00	NP RESOURCES	1099 provider
16436	11/3/2021	202.53	OK ACADEMY OF NUTRITION & DIET	Dietary supplies
16514	11/23/2021	60.00	OK STATE BOARD OF MED LICENSUR	Credentialing
16437	11/3/2021	285.00	OK STATE DEPT OF HEALTH	Radiology license
16469	11/9/2021	588.30	OKLAHOMA BLOOD INSTITUTE	Lab supplies
16470	11/9/2021	1,959.00	PARA HEALTHCARE ANALYTICS, LLC	Charge master svcs
16515	11/23/2021	569.41	PHILIPS HEALTHCARE	Patient Supplies
16471	11/9/2021	682.76	PRESS GANEY ASSOCIATES, INC	Patient survey service
16472	11/9/2021	695.00	SAVANCE, LLC	Kiosk badges
16473	11/9/2021	9,500.00	SBM MOBILE PRACTICE, INC	1099 Provider
16516	11/23/2021	8,400.00	SBM MOBILE PRACTICE, INC	1099 Provider
16517	11/23/2021	1,750.00	SCHAPEN LLC	RHC rent
16438	11/3/2021	26.95	SEE THE TRAINER-BELLEVUE	Patient supplies
16439	11/3/2021	1,320.57	SHRED-IT USA LLC	Secure doc disposal service

Check#	Ck Date	Amount	Paid To	Expense Description
16518	11/23/2021	1,356.06	SHRED-IT USA LLC	Secure doc disposal service
16440	11/3/2021	2,880.00	SIZEWISE	Swing bed rental exp
16441	11/3/2021	1,735.00	SMAART MEDICAL SYSTEMS INC	SMAART pac rental
16474	11/9/2021	12,900.00	SOMBSS LLC	1099 Provider
16519	11/23/2021	11,050.00	SOMBSS LLC	1099 Provider
16489	11/17/2021	500.00	SOUTHWEST XRAY COMPANY	Radiology Repairs/Maintenance
16520	11/23/2021	443.94	SPARKLIGHT BUSINESS	Cable
16442	11/3/2021	208.91	STAPLES ADVANTAGE	Office Supplies
16475	11/9/2021	2,800.00	STERICYCLE INC	Waste Disposal svcs
16521	11/23/2021	3,819.00	STERICYCLE INC	Waste Disposal svcs
16490	11/17/2021	4,431.65	STRYKER INSTRUMENTS	Old surgery supplies
16522	11/23/2021	4,431.65	STRYKER INSTRUMENTS	Old surgery supplies
16443	11/3/2021	5,310.00	TECUMSEH OXYGEN & MEDICAL SUPP	Swing bed rental exp
16444	11/3/2021	4,700.18	TOTAL MEDICAL PERSONNEL STAFF.	Nurse staffing agency
16476	11/9/2021	2,338.20	TOTAL MEDICAL PERSONNEL STAFF.	Nurse staffing agency
16523	11/23/2021	2,127.11	TOTAL MEDICAL PERSONNEL STAFF.	Nurse staffing agency
16477	11/9/2021	5,040.00	TRENT ELLIOTT	1099 provider
16445	11/3/2021	852.38	ULTRA-CHEM INC	Dietary supplies
901120	11/5/2021	6,470.53	US FOODSERVICE-OKLAHOMA CITY	Dietary Food
901124	11/19/2021	5,052.57	US FOODSERVICE-OKLAHOMA CITY	Dietary Food
16446	11/3/2021	2,909.21	US MED-EQUIP LLC	Swing bed rental exp
16447	11/3/2021	5,985.00	VITAL SYSTEMS OF OKLAHOMA, INC	Patient purch svcs
16479	11/9/2021	1,710.00	VITAL SYSTEMS OF OKLAHOMA, INC	Patient purch svcs
901125	11/19/2021	7,102.92	WESTERN COMMERCE BANK (OHA INS	OHA Insurance
	<b>TOTAL</b>	<b>1,800,166.23</b>		

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

Vendor	Description	Estimated Amount
ABC BIOMEDICAL	IV Pump rental	7,000.00
ADCRAFT	Plant Ops Supplies	500.00
ALIMED	Misc supplies	9,312.19
AMBS CALL CENTER	Hotline	200.00
AMERISOURCE BERGEN	Pharmacy Supplies	23,500.00
ANESTHESIA SERVICE INC	Service	5,500.00
APEX	COVID Capital	177,000.00
ARAMARK	Linens purch svcs	14,000.00
AT&T	Fax Service	6,300.00
Avanan, INC	COVID Capital	16,800.00
BARRY DAVENPORT	1099 Provider	20,000.00
BAXTER HEALTHCARE	Pharmacy Supplies	6,000.00
BIO-RAD LABORATORIES INC	Supplies	3,500.00
BKD LLP	Finance purch svcs	26,520.00
BLUTH FAMILY MEDICINE	1099 Provider	5,000.00
CARDINAL 110 LLC	Pharmacy Supplies	80,000.00
CENTERPOINT ENERGY ARKLA	Utilities	2,500.00
CINTAS CORPORATION #628	Supplies	8,500.00
CITY OF MANGUM	Utilities & property taxes	15,000.00
COHESIVE HEALTHCARE MGMT	Mgmt and provider Fees	800,000.00
COHESIVE HEALTHCARE RESOURCES	Payroll	900,000.00
COHESIVE MEDIRYDE LLC	Mgmt Transportation Service	10,000.00
COHESIVE REVOPS	Billing purch svcs	80,000.00
COHESIVE STAFFING SOLUTIONS	Mgmt Staffing Service	600,000.00
COMMERCIAL MEDICAL ELECTRONICS	Quarterly PM service	3,700.00
COMPLIANCE CONSULTANTS	Lab Consultant	1,000.00
CONEXUS SOLUTIONS LLC	Agency Staffing	150,000.00
CONTEMPORARY HEALTHCARE SVCS	1099 Provider	34,000.00
CONTROL FIRE SYSTEMS CO	Repairs/maintenance	260.00
CONTROL SOLUTIONS	Supplies	500.00
CORRY KENDALL, ATTORNEY AT LAW	Legal Fees	5,000.00
CPSI	EHR software	43,000.00
CULLIGAN WATER CONDITIONING	RHC purch svcs	150.00
DAN'S HEATING & AIR CONDITIONI	COVID and repair/maintenance	12,000.00
DOBSON TECHNOLOGIES TRANSPORT	Internet	3,900.00
DOERNER SAUNDERS DANIEL ANDERS	Legal Fees	25,000.00
DR. JOHN CHIAFFIETELLI	1099 Provider	28,848.00
DR. MORGAN	1099 Provider	9,532.00
ELKVIEW GENERAL HOSPITAL	Patient care svcs	1,648.96
ETC	Swing purch svcs	1,474.00
F1 INFORMATION TECHNOLOGIES IN	IT Support Services	5,300.00
FEDEX	Postage	300.00

Vendor	Description	Estimated Amount
FFF ENTERPRISES	Pharmacy Supplies	2,000.00
FIRE EXTINGUISHER SALES & SERV	Repairs/maintenance	200.00
FOX BUILDING SUPPLY	Plant Ops Supplies	1,500.00
GEORGE BROS TERMITE & PEST CON	Pest Control Service	800.00
GLOBAL EQUIPMENT COMPANY INC.	Supplies	3,000.00
GRAINGER	Maintenance Supplies	4,500.00
GREER COUNTY TREASURER	Property tax	4,876.50
HAC INC	Dietary Supplies	1,500.00
HEALTH CARE LOGISTICS	Patient Supplies	300.00
HEALTHSTREAM	Employee education/training	1,700.00
HEARTLAND PATHOLOGY CONSULTANT	Lab Consultant	2,000.00
HENGST PRINTING	Pharmacy Supplies	250.00
HENRY SCHEIN	Lab Supplies	17,000.00
HICKS MEDIA	Advertising	279.00
HILL-ROM COMPANY, INC	Patient Supplies	1,500.00
HOBART SERVICE	Dietary dishwasher svcs	2,179.00
HOSPITAL EQUIPMENT RENTAL COMP	Equipment rental	9,805.00
HSI	Materials purch svcs	2,500.00
ICU MEDICAL SALES INC.	COVID Capital, misc supplies	50,000.00
IMPERIAL, LLC.-LAWTON	Dietary Purchased Service	500.00
INQUISEEK	RHC consulting service	500.00
INSIGHT DIRECT USA INC.	Supplies	750.00
JANUS SUPPLY CO	Housekeeping Supplies, based in Altus	2,700.00
JULIAN LOWELL	1099 Provider	20,000.00
LABCORP	Lab purch svcs	48,000.00
LAMPTON WELDING SUPPLY	Patient Supplies	6,500.00
LANGUAGE LINE SERVICES INC	Translation service	260.00
LOCKE SUPPLY	Plant Ops Supplies	1,500.00
LOWES	Supplies	600.00
LUCKINBILL, INC	Patient Supplies	570.48
MATT MONROE	Rent	850.00
MCKESSON / PSS - DALLAS	Patient Care/Lab Supplies	35,000.00
MEDLINE INDUSTRIES	Patient Care Supplies	45,000.00
MEDTOX DIAGNOSTICS, INC	Lab supplies	1,500.00
MISC EMPLOYEE REIMBURSEMENTS	To reimburse employees for travel and sup	5,000.00
MOUNTAINEER MEDICAL	Patient Supplies	1,100.00
NEXTIVA, INC.	Phone utility	6,000.00
NP RESOURCES	1099 Provider	5,000.00
NUANCE COMMUNICATIONS INC	Supplies	600.00
OK STATE BOARD	Credentialing	300.00
OKLAHOMA BLOOD INSTITUTE	Blood bank	7,500.00
ORTHO-CLINICAL DIAGNOSTICS INC	Laboratory Supplies	1,500.00
PARA HEALTHCARE	CDM Review service	7,500.00
PARTSSOURCE INC,	Misc Supplies	1,234.30

Vendor	Description	Estimated Amount
PATIENT REFUNDS	Credits due to payors	5,500.00
PHILADELPHIA INSURANCE COMPANY	Property ins	3,200.00
PHILIPS HEALTHCARE	Supplies	450.00
PITNEY BOWES GLOBAL FINANCIAL	Postage rental	347.00
PRESS GANEY ASSOCIATES, INC	Purchased Service	2,048.00
PUCKETT DISCOUNT PHARMACY	Pharmacy Supplies	500.00
RAMSEY AND GRAY, PC	Legal Fees	6,270.00
Reyes Electric	COVID Capital/Repairs	90,000.00
RUSSELL ELECTRIC & SECURITY	Repairs/maintenance	5,000.00
SBM MOBILE PRACTICE INC.	1099 Provider	37,000.00
SCHAPEN LLC	RHC rent	1,750.00
SCRUBS AND SPORTS	Employee appreciation	91.32
SECURITY CHECK	Backgrounds check svcs	840.00
SHRED-IT	Secure doc disposal	2,500.00
SIEMENS HEALTHCARE DIAGNOSTICS	PM service agreement	12,600.00
SIZEWISE	equipment rental	12,000.00
SMAART MEDICAL SYSTEMS INC	Radiology interface/Radiologist provider	5,205.00
SOMBSS LLC	JEFF BRAND 1099 Provider	32,000.00
SOUTHWEST HOT STEAM CLEANING	Quarterly PM service	350.00
SPARKLIGHT BUSINESS	Cable service	1,200.00
STANDLEY	Printer Lease	500.00
STANDLEY SYSTEMS LLC	Printer Lease	6,000.00
STAPLES ADVANTAGE	Office Supplies	2,500.00
STERICYCLE INC	Waste Disposal svcs	12,000.00
STRYKER INSTRUMENTS	Surgery Supplies	5,000.00
TECUMSEH OXYGEN & MEDICAL SUPP	Supplies	10,000.00
TELEFLEX	Supplies	1,500.00
THE COMPLIANCE TEAM	RHC Consultant	2,500.00
TOTAL MEDICAL PERSONNEL STAFF.	agency staffing	3,800.00
TOUCHPOINT MEDICAL, INC	pharmacy purch svcs	9,500.00
TRENT ELLIOTT	1099 Provider	20,000.00
TSYS	CC processing service	2,000.00
ULINE	Supplies	116.00
ULTRA-CHEM INC	housekeeping supplies	800.00
UMPQUA	Lab Eq Note	4,800.00
US FOODSERVICE-OKLAHOMA CITY	Food and supplies	14,000.00
US MED-EQUIP LLC	Swing bed eq rental	10,000.00
VITAL SYSTEMS OF OKLAHOMA, INC	Swing bed purch service	18,000.00
WESTERN COMMERCE BANK	Insurance	7,102.00
<b>TOTAL Estimate</b>		<b><u><u>3,790,068.75</u></u></b>



# Clinic Operations Report

Mangum Family Clinic

November 2021

## Clinic Operations

- Clinic Finance Summary is being developed to report clinic-specific financial information.
- Clinic Operations Meeting provided Clinic Managers with goal discussion topics to take back to their teams and report out at the December Clinic Manager Meeting.

## Quality Improvement Focus

- Mangum Family Clinic has been selected to participate in the Flex QI project to promote process improvement.

## Community Outreach

- COVID Boosters began 9-20-21 and are ongoing with direction from the Cohesive COVID Task Force recommendations.
- Flu shots began 10-1-21 and are ongoing.

## Visits per Productive Hour=Goal 2.00 (Swingbed visits and time reflected beginning in March)

Mangum Clinic	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	21-Jul	21-Aug	21-Sep	21-Oct	21-Nov	20-Dec
Visits	235.00	185.00	213.00	218.00	202.00	286.00	261.00	248.00	226.00	171.00	213.00	
Provider hours	154.2	156.5	168.0	144.0	136.6	175.0	155.0	174.0	163.5	128.5	136.5	
Vists per Productive Hr	1.52	1.18	1.27	1.51	1.48	1.63	1.68	1.43	1.38	1.33	1.56	
2020 Visits per Productive Hr Same Month							1.52	1.77	1.44	1.43	1.51	1.54
2020/2021 Variance Visits per Productive Hr							0.16	-0.34	-0.06	-0.1	0.05	

**November 2021 Summary:** Clinic Visits per productive hour fell below the goal of 2.00 by .44, however increased compared to October of 2020 by .05, and increased compared to October.

**Mangum Regional Medical Center**  
**Governing Board Summary**  
**Quality Data 12/16/2021**

**Hospital Activity**

- Hospital Admission
  - Acute Care Admits: 24 – up from Oct (15)
  - Swing-Bed Admits: 13 – down from Oct (14)
  - Total Discharges: 35 – up from Oct (31)
- Total Patient Days, ED Visits, ADC
  - Total Patient: 329– down from Oct (400)
  - ED Visits: 166– up from Oct (142)
  - Average Daily Census: 11 – down from Oct (13)

**AMA/LWBS**

- AMA: 4– down from Oct (5)
- LWBS: 1– up from Oct (0)

Type of Count (AMA/LWBS)	Count	Brief Description of Event	Actions
AMA	4	AMA - 1.) pt to the er multiple time while in custody, once released, pt left the er/did not sign ama. 2.) pt to the er, became very upset when told that MRMC is non-smoking facility, pt signed out ama/discussed risks/benefits/returning to er as needed. 3 ) pt to the er, agreeable to admit initially, just prior to admitting pt to in patient, they declined admit. pt signed out ama/discussed risks/benefits/returning to er as needed. 4)pt in patient for 5 days, decided they were ready to go home, physician discussed risk/benefit, pt signed out ama.	continue to education patient's on risks and benefits of medical eval/further testing/admit as needed
LWBS	1	pt to the er, computer systems were down, pt did not feel like their issues were urgent and left to come back at a later time	IT was able to fix computer issues

**Care Management**

- 30 Day Readmissions
  - 2 for November

Event	Count	Comments	Actions
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Readmit	2	1) Patient discharged home after 2 days of admission. Agreed to return if needed. Patient returned to ED the next day and was readmitted. 2) Patient discharged to home with family with overall improvement since admit. Went home with family and returned to the ED with notable decline since admit.	Continue to set up available services as needed and provide education prior to patient discharge

**Risk Management**

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

Incident Type	Count	Brief Description of Event & Outcome	Actions
Falls without injury	1	See below	
AMA/LWBS	4/1	See above	
Other events	0	None	None

- Complaints and Grievances
  - None

Brief Description of Complaint/Grievance & Outcome	Actions
None	

- Patient Falls
  - Fall with no injury – 1
  - Fall with minor injury – 1
  - Fall with major injury – None

Count	Brief Description of Event & Outcome	Actions
1 FWOI	pt being seen for out-pt therapy, coming to scheduled visit using back entrance, tripped over landscaping and fell. Reported event the following day, was able to participate in scheduled therapy day of fall. Discussed pt seeking eval to r/t injury, pt decline and signed treatment refusal sheet.	education provided to pt to not use the back entrance, to only use the front patient entrance for scheduled visits. Encouraged ice/rest for soreness. Caution sign place near landscaping to alert patients/visitors/staff of potential fall risk

1 Fall w/minor injury	pt in the shower, became weak when standing, cna assisted pt to the floor. Nursing notified, s/t noted to arm and small abrasion to the back, areas cleaned.	staff was educated on 2 pt transfers with this patient during the stay to prevent any further falls

- Mortality Rate
  - Acute/Swing-Bed Deaths
    - 3 (9%) (YTD = 5 %)
  - Emergency Department Deaths
    - 0 (0%) (YTD = 1%)

Count	Brief Description of Event & Outcome	Actions
1 acute 2 swing	2 swb deaths and 1 acute expected DNR's in place / all expected due to patients condition	Continue operating capacities for this CAH.
0 ER	none	none

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

Count	Compliance	Action
3	100%	Continue operating capacities for this CAH.

**Infection Control**

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

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

**Health Information Management**

- History & Physical Completion (Benchmark 100%)
  - 48/48 = 100 %
- Discharge Summary Completion (Benchmark 100%)
  - 37/37 = 100 %

Type of Documentation (H&P/Discharge)	Count	Actions
H&P	48	Benchmark met
Discharge Summary	37	Benchmark met

**Nursing**

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

<b>Event</b>	<b>Count</b>	<b>Comments</b>	<b>Actions</b>
Acute Transfers	2	2 transferred for higher level of care for respiratory distress/icu management	Continue operating capacities for this CAH.
ED Transfers	7	7 transfers from ED, 1 for OB, 1 for neurology, 2 higher level of care/critical care, 3 surgery services	Continue operating capacities for this CAH.



## Chief Clinical Officer Report November 2021

### Excellent Patient Care

- Monthly Education topics included: Training and Implementation of the New GE Xray Room.
- MRMC began installation of the New Head Wall units which will aesthetically house necessary patient care equipment and supplies.
- OSDH completed Annual Survey with minimal deficiencies and **ZERO** Clinical deficiencies – Mic Drop....

### Excellent Client Service

- Patients continue to rely on MRMC as their local hospital. Patient days decreased from 400 days in October to 329 days in November. This represents an average daily census of 11. In addition, MRMC Emergency Department provided care to 166 patients in November.
- November COVID-19 Stats at MRMC: Swabs (76-PCR & 113-Antigen) with 11 Positive PCR & 13 Positive Antigen.
- Greer County November COVID-19 Statistics: 797 Positive Cases and 25 Deaths (3.14% death rate).

### Preserve Rural Healthcare

Mangum Regional Medical Center												
2021 Monthly Census Comparison												
	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Inpatient	15	15	11	16	36	34	29	22	32	15	24	
Swing Bed	10	20	13	19	22	11	8	10	11	14	13	
Observation	0	2	1	2	1	0	0	0	1	1	0	
Emergency Room	104	133	127	143	149	167	146	175	178	142	166	
Lab Completed/ Rad completed	2140/ 180	2286/ 246	2387/ 223	1984/ 222	1964 /200	2134/ 213	2681/ 232	2682/ 221	2760/ 248	2416 /217	2474 /217	

### Preserve Rural Jobs

- Open Positions include Full Time RT, RN, LPN, and CNA.
- MRMC has new updates to the Core Staff! Local Respiratory Therapist hired!
- For the clinical team MRMC continues to pursue core staff members from the area.
- Recruiting efforts included positing of positions on mangumregional.net and Facebook as well as establishing Memorandums of Understanding to ensure consistence in staffing.
- MRMC Dietary team continues to serve up delicious meals to staff daily. The meals are free of charge for employees. A big thank you to Cohesive Healthcare Management for the offer!



## CEO Report

### COVID - 19 Activity and Overview

- ✓ Region 3 MERC briefings are continuing.
- ✓ Leadership continues to update staff and providers regarding new policies and regulations pertaining to Covid-19.
- ✓ Covid continues to be a concern with positive cases increasing dramatically.

### Staff and Operations Overview

- ✓ State Survey results were outstanding with ZERO clinical deficiencies.
- ✓ Patient care continues to be outstanding.
- ✓ Current open positions include AP, RN, LPN and RT.
- ✓ Newly filled positions include HR, RN, LPN and CNA.
- ✓ Covid equipment installations are ongoing. GE Ultrasound, GE Portable X-Ray, GE X-Ray, Spacelabs Telemetry Cabling, Electrical Upgrades, plus several smaller items have been received. Nurse call system along with Med Gas Headboards are in process.
- ✓ Our census continued to be strong with an average daily census of 11.
- ✓ Emergency Department assisted 166 patients.
- ✓ Employees continue to receive free meals.

### Contracts, Agreements and Appointments for Governing Board Approval

- ✓ Mangum Family Clinic Lease Agreement Amendment
- ✓ Integris Cardiovascular Lease Agreement Renewal
- ✓ Separate interest-bearing bank account required for ARPA funds
- ✓ Dr. Bluth/Tiffany Forster Supervisory Agreement
- ✓ Barry Davenport MD – Courtesy Privileges
- ✓ Trent Elliott DO – Courtesy Privileges
- ✓ Tiffany Forster APRN-CNP – Allied Health Temporary Privileges



**CEO Report**



## Mangum Board Meeting Financial Reports

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

Mangum Regional Medical Center  
November 2021

	Current Month	COVID	Total Less COVID	Year-To-Date	Year-To-Date Less COVID
Cash Receipts	\$ 1,429,962	\$ 316,618	\$ 1,113,344	\$ 10,960,038	\$ 10,493,959
Cash Disbursements	\$ (1,800,166)	\$ (15,066)	\$ (1,785,100)	\$ (14,846,529)	\$ (11,589,373)
NET	<u>\$ (370,204)</u>	<u>\$ 301,552</u>	<u>\$ (671,756)</u>	<u>\$ (3,886,491)</u>	<u>\$ (1,095,414)</u>



**Mangum Regional Medical Center**  
**Comparative Balance Sheet - Unaudited**  
**Fiscal Year 2021**

Item 11.

	January	February	March	April	May	June	July	August	September	October	November	Prior Month Variance
Cash And Cash Equivalents	1,384,085	578,873	498,072	285,068	184,660	109,864	212,333	576,673	102,086	1,286,535	600,157	<b>(686,378)</b>
Reserved Funds	3,542,241	3,484,190	3,533,651	3,489,308	2,878,664	2,483,182	1,670,922	554,646	554,646	-	316,618	<b>316,618</b>
Patient Accounts Receivable, Net Due From Medicare	1,636,678	1,816,370	2,014,423	2,292,323	2,477,836	2,641,397	2,316,283	1,758,845	1,547,937	1,652,887	1,658,238	<b>5,351</b>
Inventory	73,030	73,065	83,960	82,511	76,185	67,936	73,828	93,093	112,577	103,246	106,827	<b>3,581</b>
Prepays And Other Assets	1,015,985	993,575	1,008,028	1,054,977	934,267	1,000,084	989,948	966,927	944,976	963,309	987,606	<b>24,297</b>
Capital Assets, Net	1,204,113	1,179,030	1,153,947	1,128,864	1,118,781	3,377,016	3,352,043	3,519,194	3,494,111	3,469,028	3,483,841	<b>14,813</b>
<b>Total Assets</b>	<b>8,856,131</b>	<b>8,125,103</b>	<b>8,292,081</b>	<b>8,333,050</b>	<b>7,670,392</b>	<b>9,679,478</b>	<b>8,615,357</b>	<b>7,469,378</b>	<b>7,647,716</b>	<b>7,475,005</b>	<b>7,153,287</b>	<b>(321,718)</b>
Accounts Payable	13,246,847	12,882,642	13,332,697	13,704,168	13,431,291	15,740,718	15,154,852	14,505,800	15,022,318	15,344,271	15,261,329	<b>(82,942)</b>
Due To Medicare	4,681,671	4,576,469	4,469,666	4,347,517	4,362,141	4,285,668	4,208,454	3,216,210	2,110,835	1,864,639	1,836,940	<b>(27,699)</b>
Covid Grant Funds	3,542,241	3,484,190	3,484,190	3,489,308	2,878,664	-	-	-	-	-	316,618	<b>316,618</b>
Due To Cohesive - PPP Loans	-	-	-	-	-	-	-	-	-	-	-	-
Notes Payable - Cohesive	242,500	242,500	242,500	242,500	242,500	242,500	242,500	242,500	242,500	242,500	242,500	-
Notes Payable - Other	435,254	412,382	389,510	389,510	343,766	320,894	298,022	275,150	252,278	229,406	206,534	<b>(22,872)</b>
Alliantz Line Of Credit	-	-	-	-	-	-	-	-	-	-	-	-
Leases Payable	362,765	359,258	359,258	355,732	348,013	345,038	341,434	337,811	334,167	330,504	326,820	<b>(3,684)</b>
<b>Total Liabilities</b>	<b>22,511,278</b>	<b>21,957,441</b>	<b>22,277,821</b>	<b>22,528,735</b>	<b>21,606,375</b>	<b>20,934,818</b>	<b>20,245,262</b>	<b>18,577,471</b>	<b>17,962,098</b>	<b>18,011,319</b>	<b>18,190,740</b>	<b>179,422</b>
Net Assets	(13,655,147)	(13,832,338)	(13,985,739)	(14,195,686)	(13,935,982)	(11,255,340)	(11,629,905)	(11,108,093)	(10,314,382)	(10,536,314)	(11,037,453)	<b>(501,139)</b>
<b>Total Liabilities and Net Assets</b>	<b>8,856,131</b>	<b>8,125,103</b>	<b>8,292,081</b>	<b>8,333,050</b>	<b>7,670,392</b>	<b>9,679,478</b>	<b>8,615,357</b>	<b>7,469,378</b>	<b>7,647,716</b>	<b>7,475,005</b>	<b>7,153,287</b>	<b>(321,718)</b>

**Mangum Regional Medical Center  
Cash Receipts & Disbursements by Month  
December 28, 2021 Board Meeting**

2018		2019		2020			2021			
Month	Amount	Month	Amount	Month	Amount	Stimulus Funds	Month	Amount	Stimulus Funds	Disbursements
January-18	165,685	January-19	417,231	January-20	1,183,307		January-21	830,598		695,473
February-18	752,169	February-19	242,680	February-20	750,899		February-21	609,151		1,472,312
March-18	1,098,956	March-19	1,357,203	March-20	843,213		March-21	910,623	49,461	866,387
April-18	1,449,073	April-19	1,299,323	April-20	617,307	778,925	April-21	742,500		999,127
May-18	1,429,917	May-19	1,289,344	May-20	605,061	3,405,872	May-21	816,551		1,528,534
June-18	999,979	June-19	559,288	June-20	562,725		June-21	936,092		1,455,892
July-18	4,525,796	July-19	1,576,072	July-20	521,080	78,499	July-21	1,009,037		1,774,932
August-18	924,838	August-19	346,302	August-20	611,529		August-21	1,292,886	100,000	2,156,724
September-18	1,228,910	September-19	876,966	September-20	785,446		September-21	278,972		753,559
October-18	1,101,494	October-19	1,148,666	October-20	1,168,624	11,577	October-21	1,954,204		1,343,425
November-18	1,140,874	November-19	957,993	November-20	836,014		November-21	1,113,344	316,618	1,800,166
December-18	<u>458,871</u>	December-19	<u>1,500,316</u>	December-20	<u>1,940,134</u>		December-21			
					10,425,338	4,274,873		10,493,959	466,080	14,846,529
Subtotal FY 2018	<u>15,276,562</u>	Subtotal FY 2019	<u>11,571,384</u>	Subtotal FY 2020	<u>14,700,211</u>		Subtotal FY 2021	<u>10,960,038</u>		

Mangum Regional Medical Center  
 Admissions, Discharges & Days of Care  
 Fiscal Year 2021

Item 11.

	January	February	March	April	May	June	July	August	September	October	November	12/31/2021 YTD	12/31/2020 PY Comparison
<b>Admissions</b>													
Inpatient	15	15	11	16	14	23	21	12	20	15	24	186	163
Swingbed	10	20	13	19	22	11	8	10	11	14	13	151	194
Observation	0	0	0	0	0	0	0	0	1	0	0	1	7
	25	35	24	35	36	34	29	22	32	29	37	338	364
<b>Discharges</b>													
Inpatient	14	15	11	14	16	19	13	12	17	15	23	169	161
Swingbed	5	10	8	8	14	8	8	9	12	16	12	110	113
Observation	0	0	0	0	0	0	0	0	1	0	0	1	7
	19	25	19	22	30	27	21	21	30	31	35	280	281
<b>Days of Care</b>													
Inpatient-Medicare	23	31	10	30	24	51	36	22	39	30	41	337	326
Inpatient-Other	27	15	14	13	21	11	31	34	10	23	33	232	165
Swingbed-Medicare	133	243	171	217	269	254	310	304	324	330	255	2,810	2,983
Swingbed-Other	0	35	48	20	31	0	11	19	2	17	0	183	252
Observation	0	0	0	0	0	0	0	0	1	0	0	1	9
	183	324	243	280	345	316	388	379	376	400	329	3,563	3,735
Calendar days	31	28	31	30	31	30	31	31	30	31	30	334	335
ADC - (incl OBS)	5.90	11.57	7.84	9.33	11.13	10.53	12.52	12.23	12.53	12.90	10.97	10.67	11.15
ADC	5.90	11.57	7.84	9.33	11.13	10.53	12.52	12.23	12.50	12.90	10.97	10.66	11.12
<b>Ratio Analysis</b>	1/31/21	2/28/21	3/31/21	4/30/21	5/31/21	6/30/21	7/31/21	8/31/21	9/30/21	10/31/21	11/30/21		12/31/20
Days cash on hand	32.21	13.81	18.12	6.71	4.32	2.53	2.96	13.51	2.39	29.61	13.57		27.75

**Mangum Regional Medical Center  
Medicare Payables by Year  
December 28, 2021 Board Meeting**

<b>Year</b>	<b>Original Loan Balance</b>	<b>Balance as of 11/30/21</b>	<b>Total Interest Paid as of 11/30/2021</b>
2016 C/R Settlement	1,397,906.00	-	205,415.96
2017 Interim Rate Review - 1st	723,483.00	-	149,425.59
2017 Interim Rate Review - 2nd	122,295.00	-	20,332.88
2017 6/30/17-C/R Settlement <i>Estimate</i>	1,614,760.00	-	7,053.79
2017 12/31/17-C/R Settlement <i>Estimate</i>	(535,974.00)	2,147,272.39	17,752.38
2017 C/R Settlement Overpayment <i>Estimate</i>	3,539,982.21	-	-
2018 C/R Settlement	1,870,870.00	167,134.78	236,054.33
2019 Interim Rate Review - 1st	323,765.00	-	5,637.03
2019 Interim Rate Review - 2nd	1,802,867.00	604,352.54	246,465.02
2019 C/R Settlement	(967,967.00)	-	-
2020 C/R Settlement <i>per 7/31/21 filed cost report</i>	(3,145,438.00)	-	-
<i>FY21 MCR pay (rec) estimate per 7/31/21 Interim Rate Review</i>		(1,081,820.00)	
<b>Total</b>	<b>6,746,549.21</b>	<b>1,836,939.70</b>	<b>888,136.98</b>

**Mangum Regional Medical Center**  
**Statement of Revenue and Expense**  
**For The Month and Year To Date Ended Nov 30, 2021**  
**Unaudited**

Item 11.

MTD				YTD		
Actual	Prior Year	Prior Yr Variance		Actual	Prior Year	Prior Yr Variance
256,148	325,643	(69,495)	Inpatient revenue	2,509,317	2,005,246	504,072
572,553	1,245,780	(673,226)	Swing Bed revenue	8,803,780	10,777,425	(1,973,645)
593,950	608,600	(14,649)	Outpatient revenue	6,755,736	6,128,057	627,679
195,446	141,168	54,278	Professional revenue	1,879,256	1,566,050	313,206
1,618,098	2,321,191	(703,093)	Total patient revenue	19,948,089	20,476,778	(528,689)
262,468	951,246	(688,777)	Contractual adjustments	6,394,483	8,929,342	(2,534,859)
141,244	3,808	137,436	Contractual adjustments: MCR Settlement	(2,021,613)	(1,316,573)	(705,040)
150,299	220,470	(70,171)	Bad debts	2,194,154	2,286,002	(91,847)
554,011	1,175,523	(621,512)	Total deductions from revenue	6,567,025	9,898,771	(3,331,746)
1,064,087	1,145,667	(81,581)	Net patient revenue	13,381,065	10,578,007	2,803,058
36	434	(398)	Other operating revenue	3,764,030	502,762	3,261,267
1,064,123	1,146,101	(81,979)	Total operating revenue	17,145,094	11,080,769	6,064,325
			Expenses			
338,317	375,683	(37,366)	Salaries and benefits	4,033,194	4,102,528	(69,334)
127,945	124,187	3,758	Professional Fees	1,435,341	1,653,788	(218,446)
470,930	144,022	326,909	Contract labor	3,349,347	2,097,908	1,251,439
151,563	129,841	21,722	Purchased/Contract services	919,639	942,739	(23,100)
225,000	225,000	-	Management expense	2,475,000	2,607,132	(132,132)
88,047	100,297	(12,250)	Supplies expense	1,108,476	995,015	113,461
18,013	19,184	(1,172)	Rental expense	293,254	263,635	29,619
21,482	13,894	7,587	Utilities	158,161	159,422	(1,260)
809	25	785	Travel & Meals	2,815	3,579	(764)
9,012	1,484	7,529	Repairs and Maintenance	54,406	36,200	18,207
12,823	11,482	1,340	Insurance expense	133,492	120,500	12,993
31,010	31,818	(808)	Other Expense	377,139	447,637	(70,498)
1,494,951	1,176,917	318,034	Total expense	14,340,265	13,430,081	910,184
(430,828)	(30,815)	(400,013)	EBIDA	2,804,829	(2,349,312)	5,154,141
-40.5%	-2.7%	-37.8%	EBIDA as percent of net revenue	16.4%	-21.2%	37.6%
32,192	28,672	3,521	Interest	146,519	380,881	(234,361)
38,119	24,993	13,126	Depreciation	288,947	272,961	15,987
(501,139)	(84,480)	(416,660)	Operating margin	2,369,362	(3,003,153)	5,372,516
-	-	-	Other	-	-	-
-	-	-	Total other nonoperating income	-	-	-
(501,139)	(84,480)	(416,660)	Excess (Deficiency) of Revenue Over Expenses	2,369,362	(3,003,153)	5,372,516
-47.09%	-7.37%	-39.72%	Operating Margin %	13.82%	-27.10%	40.92%

**Mangum Regional Medical Center**  
**Statement of Revenue and Expense Trend - Unaudited**  
**Fiscal Year 2021**

Item 11.

	January	February	March	April	May	June	July	August	September	October	November	YTD
Inpatient revenue	257,967	260,085	107,948	212,813	243,574	264,350	246,806	212,753	247,273	199,600	256,148	2,509,317
Swing Bed revenue	426,464	975,902	875,957	1,042,051	1,046,594	745,097	914,026	693,939	720,947	790,251	572,553	8,803,780
Outpatient revenue	481,187	540,309	731,837	637,135	545,558	721,891	684,030	651,035	627,575	541,228	593,950	6,755,736
Professional revenue	129,974	157,240	84,730	172,184	175,084	230,400	178,773	182,388	195,051	177,986	195,446	1,879,256
Total patient revenue	1,295,592	1,933,535	1,800,472	2,064,184	2,010,810	1,961,737	2,023,636	1,740,116	1,790,845	1,709,064	1,618,098	19,948,089
Contractual adjustments	204,983	908,030	589,844	905,284	509,376	756,661	762,278	727,558	428,971	339,028	262,468	6,394,483
Contractual adjustments: MCR Settlement	(150,000)	-	-	-	-	(17,366)	-	(914,454)	(1,081,037)	-	141,244	(2,021,613)
Bad debts	211,971	121,036	100,979	2,665	502,293	69,820	437,819	189,601	347,265	60,406	150,299	2,194,154
Total deductions from revenue	266,954	1,029,066	690,823	907,950	1,011,669	809,116	1,200,097	2,705	(304,801)	399,434	554,011	6,567,025
Net patient revenue	1,028,638	904,469	1,109,649	1,156,234	999,141	1,152,621	823,539	1,737,411	2,095,646	1,309,630	1,064,087	13,381,065
Other operating revenue	55,095	59,867	342	(4,132)	612,043	2,933,760	3,479	101,851	1,289	400	36	3,764,030
Total operating revenue	1,083,732	964,336	1,109,991	1,152,102	1,611,183	4,086,381	827,018	1,839,262	2,096,935	1,310,030	1,064,123	17,145,094
	77.2%	79.2%	87.8%	84.9%	73.9%	82.0%	68.5%	131.9%	160.8%	85.5%	68.0%	90.6%
Expenses												
Salaries and benefits	368,755	344,011	414,777	476,597	493,043	380,185	117,986	373,707	342,188	383,627	338,317	4,033,194
Professional Fees	112,344	140,725	100,926	127,933	116,608	151,768	161,152	150,835	138,842	106,263	127,945	1,435,341
Contract labor	274,135	192,165	197,257	246,672	232,105	300,005	394,683	278,441	267,259	495,696	470,930	3,349,347
Purchased/Contract services	102,240	62,920	41,721	52,265	54,853	110,787	124,304	84,596	67,760	66,631	151,563	919,639
Management expense	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	2,475,000
Supplies expense	137,287	62,321	122,172	103,679	103,061	103,569	74,370	82,616	135,054	96,301	88,047	1,108,476
Rental expense	16,781	19,756	21,845	19,441	16,519	17,004	22,164	31,915	31,975	77,840	18,013	293,254
Utilities	12,796	9,506	16,688	13,033	7,273	21,026	6,770	21,607	19,075	8,906	21,482	158,161
Travel & Meals	335	353	325	318	300	(300)	33	-	-	641	809	2,815
Repairs and Maintenance	4,529	2,278	2,965	1,034	10,383	5,587	1,149	6,075	9,446	1,947	9,012	54,406
Insurance expense	11,660	11,660	11,660	11,660	11,290	10,798	14,171	11,044	11,044	15,680	12,823	133,492
Other	22,501	32,969	70,971	47,424	45,385	43,110	24,442	17,000	22,134	20,193	31,010	377,139
Total expense	1,288,365	1,103,665	1,226,308	1,325,057	1,315,819	1,368,537	1,166,225	1,282,837	1,269,777	1,498,725	1,494,951	14,340,265
EBIDA	\$ (204,632)	\$ (139,329)	\$ (116,316)	\$ (172,955)	\$ 295,364	\$ 2,717,844	\$ (339,206)	\$ 556,425	\$ 827,158	\$ (188,695)	\$ (430,828)	\$ 2,804,829
EBIDA as percent of net revenue	-18.9%	-14.4%	-10.5%	-15.0%	18.3%	66.5%	-41.0%	30.3%	39.4%	-14.4%	-40.5%	16.4%
Interest	18,617	12,779	12,002	11,909	10,578	12,118	10,276	9,530	8,365	8,154	32,192	146,519
Depreciation	25,083	25,083	25,083	25,083	25,083	25,083	25,083	25,083	25,083	25,083	38,119	288,947
Operating margin	\$ (248,332)	\$ (177,191)	\$ (153,401)	\$ (209,946)	\$ 259,703	\$ 2,680,643	\$ (374,565)	\$ 521,812	\$ 793,711	\$ (221,932)	\$ (501,139)	\$ 2,369,362
Other	-	-	-	-	-	-	-	-	-	-	-	-
Total other nonoperating income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenue Over Expenses	(248,332)	(177,191)	(153,401)	(209,946)	259,703	2,680,643	(374,565)	521,812	793,711	(221,932)	(501,139)	2,369,362
Operating Margin % (excluding other misc. reve)	-22.91%	-18.37%	-13.82%	-18.22%	16.12%	65.60%	-45.29%	28.37%	37.85%	-16.94%	-47.09%	13.82%

**MPMC AP AGING SUMMARY**  
**For Month Ending**  
**11/30/2021**

<b>VENDOR - Under Litigation</b>	<b>Description</b>	<b>0-30</b>	<b>31-60</b>	<b>61-90</b>	<b>Over 90</b>	<b>11/30/2021</b>	<b>10/31/2021</b>	<b>9/30/2021</b>
ADP INC	QMI Payroll Service Provider				4,276.42	4,276.42	4,276.42	4,276.42
ADP SCREENING AND SELECTION	QMI Payroll Service Provider				1,120.00	1,120.00	1,120.00	1,120.00
ALLIANCE HEALTH SOUTHWEST OKLA	Old Mgmt Fees				698,000.00	698,000.00	698,000.00	698,000.00
ELISE ALDUINO	1099 consultant				12,000.00	12,000.00	12,000.00	12,000.00
HEADRICK OUTDOOR MEDIA INC	Advertising				25,650.00	25,650.00	25,650.00	25,650.00
MEDSURG CONSULTING LLC	Equipment Rental Agreement				98,670.36	98,670.36	98,670.36	98,670.36
QUARTZ MOUNTAIN RESORT	Alliance Travel				9,514.95	9,514.95	9,514.95	9,514.95
<b>SUBTOTAL-Vendor Under Litigation</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>849,231.73</b>	<b>849,231.73</b>	<b>849,231.73</b>	<b>849,231.73</b>
<b>VENDOR</b>	<b>Description</b>	<b>0-30</b>	<b>31-60</b>	<b>61-90</b>	<b>Over 90</b>	<b>11/30/2021</b>	<b>10/31/2021</b>	<b>9/30/2021</b>
ABBOTT LABORATORIES	COVID Capital		-			-	-	1,456.93
ALIMED	COVID Capital				9,286.90	9,286.90	9,286.90	8,915.40
AMBS CALL CENTER	Hotline	19.00				19.00	-	-
AMERICAN HEALTH TECH	Rental Equipment-Old				22,025.36	22,025.36	22,025.36	22,025.36
AMERISOURCE BERGEN	Pharmacy Supplies		2,378.40	20,800.00	25.00	23,203.40	23,203.40	-
ANESTHESIA SERVICE INC	Patient Supplies	65.93				65.93	4,331.30	2,573.52
APEX MEDICAL GAS SYSTEMS, INC	COVID Capital	200.55			176,716.80	176,917.35	176,716.80	176,716.80
ARAMARK	Linen Services	8,813.88	8,813.88			17,627.76	18,230.12	12,937.52
AT&T	Fax Service	-				-	-	3,046.80
AVANAN, INC.	COVID Capital				16,800.00	16,800.00	16,800.00	16,800.00
BAXTER HEALTHCARE	Pharmacy Supplies		747.31	917.02		1,664.33	2,688.27	2,954.04
BIO-RAD LABORATORIES INC	Lab Supplies	675.68				675.68	457.73	-
BKD LLP	Cost report preparer	20,280.00	6,240.00	52.00	6,240.00	32,812.00	12,532.00	-
C.R. BARD INC.	Surgery Supplies-Old				3,338.95	3,338.95	3,338.95	3,338.95
CENTERPOINT ENERGY ARKLA	Utilities	1,353.02				1,353.02	895.61	(88.26)
CINTAS CORPORATION #628	Linen Services	5,092.50	3,356.00			8,448.50	7,572.75	5,951.75
CLIA LABORATORY PROGRAM	Lab dues		1,500.00			1,500.00	1,320.00	-
COHESIVE HEALTHCARE MGMT	Mgmt Fees	225,000.00	260,751.25	234,213.51	3,207,330.23	3,927,294.99	4,252,998.30	3,875,222.39
COHESIVE HEALTHCARE RESOURCES	Payroll	355,681.77	332,600.83	361,354.55	5,141,903.72	6,191,540.87	6,272,438.54	6,145,237.15
COHESIVE MEDIRYDE LLC	Mgmt Transportation Service	371.00	1,713.00	1,926.25	1,189.25	5,199.50	4,453.25	1,485.00
COHESIVE REVOPS INTEGRATION	Billing Purch svcs				-	-	31.77	68,143.70
COHESIVE STAFFING SOLUTIONS	Mgmt Staffing Service	223,799.88	544,397.39	244,058.91	1,132,849.80	2,145,105.98	2,013,225.39	1,456,764.80
COMMERCIAL MEDICAL ELECTRONICS	Quarterly Maintenance		2,844.54		2,450.00	5,294.54	5,294.54	2,450.00
COMPLIANCE CONSULTANTS	Lab Consultant				1,000.00	1,000.00	1,000.00	1,000.00
CONEXUS SOLUTIONS LLC	Agency Staffing			17,493.95	458,178.57	475,672.52	507,335.39	378,656.27
CONTROL FIRE SYSTEMS CO	Repair/Maintenance	-				-	-	260.00
CORRY KENDALL, ATTORNEY AT LAW	Legal Fees	2,000.00				2,000.00	-	-
CPSI	EHR Software	35,037.70				35,037.70	35,040.40	74,070.20
CULLIGAN WATER CONDITIONING	Clinic Purchased Service		15.74			15.74	-	12.00
DALE CLAYTON	Employee Reimbursement	197.26				197.26	-	-
DAN'S HEATING & AIR CONDITIONI	COVID Capital				10,968.00	10,968.00	10,968.00	13,514.68
DARBY'S BIG FURNITURE	Provider room mattress	-				-	750.00	-
DOBSON TECHNOLOGIES TRANSPORT	Internet	1,809.00				1,809.00	-	-

VENDOR	Description	0-30	31-60	61-90	Over 90	11/30/2021	10/31/2021	9/30/2021
DOERNER SAUNDERS DANIEL ANDERS	Legal Fees		5,911.58		300,830.93	306,742.51	300,830.93	606,750.86
DR W. GREGORY MORGAN III	1099 Provider	-				-	4,766.67	-
ETC	Swing bed purch service	1,474.00				1,474.00	-	-
F1 INFORMATION TECHNOLOGIES IN	IT Support Services	5,856.00	2,928.00			8,784.00	2,928.00	-
FEDEX	Postage service		100.82			100.82	230.67	11.02
FFF ENTERPRISES INC	Pharmacy Supplies			1,883.60		1,883.60	3,767.20	-
FOX BUILDING SUPPLY	Plant Ops supplies	516.32				516.32	-	-
GEORGE BROS TERMITE & PEST CON	Pest Control Service		555.00			555.00	-	610.00
GLOBAL EQUIPMENT COMPANY INC.	Minor Equipment		-	-		-	1,409.84	1,155.90
GLOBAL PAYMENTS INTEGRATED	CC processing svcs	-				-	-	(751.90)
GRAINGER	Maintenance Supplies	1,314.80				1,314.80	-	1,071.16
HAC INC	Dietary Supplies	78.75	414.08			492.83	894.97	334.68
HEALTH CARE LOGISTICS	Pharmacy Supplies	33.33				33.33	689.20	689.20
HEALTHSTREAM	Employee Training Puchased Service		-			-	841.75	841.75
HEARTLAND PATHOLOGY CONSULTANT	Lab Consultant	1,179.07				1,179.07	1,000.00	1,000.00
HENGST PRINTING	Pharmacy Supplies		-			-	80.98	-
HENRY SCHEIN	Lab Supplies	-	-			-	12,164.58	10,737.69
HERC RENTALS INC	Old Rental Service	-			7,653.03	7,653.03	7,653.03	7,653.03
HICKS MEDIA	Advertising			239.00		239.00	239.00	-
HILL-ROM COMPANY, INC	Supplies				1,464.29	1,464.29	1,464.29	1,464.29
HOBART SERVICE	Repair/Maintenance	2,179.00				2,179.00	-	-
HOSPITAL EQUIPMENT RENTAL COMP	Equipment rental	3,155.00				3,155.00	9,805.00	(9,805.00)
HUMPHREYS COOP-ALTUS	Repair and Maintenance	-				-	-	450.30
HURDLE & ASSOCIATES, INC	Compliance reports	-				-	1,850.00	-
ICU MEDICAL SALES INC.	COVID Capital			201.25	70,983.93	71,185.18	71,185.18	70,983.93
IMEDICAL INC	Supplies				1,008.29	1,008.29	1,008.29	1,008.29
IMPERIAL, LLC.-LAWTON	Dietary Purchased Service	180.30				180.30	195.65	167.70
INQUISEEK LLC	RHC purch svcs	450.00				450.00	-	-
INSIGHT DIRECT USA INC.	COVID Capital		(319.12)	493.54		174.42	174.42	493.54
INTERMETRO INDUSTRIES CORP	Supplies and equip	-				-	-	3,075.80
JANUS SUPPLY CO	Housekeeping Supplies, based in Altus	1,509.00	628.35			2,137.35	2,668.96	1,869.55
KCI USA	Supplies			(6.72)		(6.72)	(6.72)	(6.72)
LABCORP	Lab purch svcs	130.00	9,892.82	11,830.19	8,581.36	30,434.37	11,860.19	-
LAMPTON WELDING SUPPLY	Patient Supplies	2,068.16				2,068.16	3,701.23	1,341.98
LANGUAGE LINE SERVICES INC	Translation service	382.42				382.42	-	-
LINET AMERICAS, INC.	COVID Capital				-	-	15,066.00	15,066.00
LOCKE SUPPLY	Plant Ops supplies	446.17	(28.67)			417.50	-	87.73
LOWES	Supplies	11.42				11.42	-	-
MARY BARNES, APRN	Employee Reimbursement	-				-	645.00	-
MATT MONROE	Rent	-				-	-	850.00
MCKESSON / PSS - DALLAS	Patient Care/Lab Supplies	12,722.34	7,465.79	-	-	20,188.13	13,644.87	19,218.85
MEDLINE INDUSTRIES	Patient Care/Lab Supplies	13,681.54	1,667.16		4,775.83	20,124.53	10,010.77	24,057.53
MEDTOX DIAGNOSTICS, INC	Lab Supplies		-			-	-	1,500.00
MICROSURGICAL MST	Surgery Supplies				2,233.80	2,233.80	2,233.80	2,233.80
MID-AMERICA SURGICAL SYSTEMS	Surgery Supplies				3,607.60	3,607.60	3,607.60	3,607.60
MIMEDX GROUP, INC	Wound Care Supplies			-		-	6,673.00	-
NEXTIVA, INC.	Phones	2,067.89				2,067.89	2,052.66	2,077.23



VENDOR	Description	0-30	31-60	61-90	Over 90	11/30/2021	10/31/2021	9/30/2021
NINJA RMM	IT Service				2,625.00	2,625.00	2,625.00	2,625.00
NUANCE COMMUNICATIONS INC	RHC purch svcs			312.24		312.24	312.24	-
OK ACADEMY OF NUTRITION & DIET	Nutrition manuals	-				-	202.53	-
OK STATE DEPT OF HEALTH	Radiology license renewal	-				-	285.00	-
OKLAHOMA BLOOD INSTITUTE	Lab Supplies	3,017.53		1,530.60	1,530.60	6,078.73	3,649.50	-
OKLAHOMA LABOR LAW POSTER SERV	Labor posters	254.50				254.50	-	-
OSWALT RESTUARANT SUPPLY	Dietary dishwasher		20,596.91			20,596.91	-	-
PARA HEALTHCARE ANALYTICS, LLC	CDM Review	1,959.00	2,909.00	1,959.00		6,827.00	6,827.00	1,959.00
PARTSSOURCE INC,	Lab repair/maint			1,234.30		1,234.30	1,234.30	1,234.30
PHILADELPHIA INSURANCE COMPANY	OHA Insurance	1,615.41				1,615.41	-	(1,550.42)
PHILIPS HEALTHCARE	Supplies			-		-	406.31	406.31
PITNEY BOWES GLOBAL FINANCIAL	Postage rental			347.00		347.00	347.00	-
PRESS GANEY ASSOCIATES, INC	Purchased Service	682.76		682.76		1,365.52	1,365.52	-
RAMSEY AND GRAY, PC	Legal Fees				6,270.00	6,270.00	6,270.00	6,270.00
REYES ELECTRIC LLC	Repairs/maintenance	36,160.00			75,000.00	111,160.00	75,000.00	76,375.00
RUSSELL ELECTRIC & SECURITY	Repair and Maintenance	5,004.00				5,004.00	-	-
SCHAPEN LLC	Clinic Rent	-				-	-	1,750.00
SECURITY CHECK	Background check service		105.00		735.00	840.00	840.00	-
SEE THE TRAINER-BELLEVUE	DME products		-			-	26.95	-
SHRED-IT USA LLC	Secure Doc disposal service	485.73				485.73	1,320.57	457.68
SIZEWISE	Swing bed purch service			7,105.33	526.91	7,632.24	16,300.85	210.24
SMAART MEDICAL SYSTEMS INC	Radiology interface/Radiologist provider		1,735.00	1,735.00		3,470.00	5,205.00	1,735.00
SPARKLIGHT BUSINESS	Cable service	494.81				494.81	50.87	453.34
STANDLEY	Printer lease	2,213.83				2,213.83	-	6,687.06
STAPLES ADVANTAGE	Office Supplies	70.81	732.53			803.34	941.44	865.84
STERICYCLE INC	Waste Disposal Service	4,537.44	3,540.56			8,078.00	13,097.07	11,741.01
STRYKER INSTRUMENTS	Surgery Supplies				22,982.35	22,982.35	31,845.65	31,845.65
TECUMSEH OXYGEN & MEDICAL SUPP	Patient Supplies	480.00	1,350.00	1,905.00	5,059.00	8,794.00	13,624.00	1,905.00
TELEFLEX	Supplies				1,445.50	1,445.50	1,445.50	1,445.50
THE COMPLIANCE TEAM	RHC purch svcs	2,684.29			2,190.00	4,874.29	2,190.00	2,190.00
TOTAL MEDICAL PERSONNEL STAFF.	Agency Staffing	(1,037.02)		5,504.52		4,467.50	13,925.61	779.40
TOUCHPOINT MEDICAL, INC	Med Dispense Monitor Support		1,095.00		2,190.00	3,285.00	3,285.00	-
ULINE	COVID Minor Eq				115.07	115.07	115.07	115.07
ULTRA-CHEM INC	Housekeeping Supplies		273.00			273.00	852.38	-
UMPQUA BANK VENDOR FINANCE	Lab Equipment	4,310.82				4,310.82	-	4,310.82
US FOODSERVICE-OKLAHOMA CITY	Food and supplies	2,221.89	4,042.19	-		6,264.08	6,470.53	2,368.66
US MED-EQUIP LLC	Swing bed eq rental	3,133.84		2,498.42	2,485.20	8,117.46	7,892.83	3,282.20
VITAL SYSTEMS OF OKLAHOMA, INC	Swing bed purch service	2,565.00	1,710.00	855.00	12,735.00	17,865.00	22,995.00	5,130.00
WELCH ALLYN, INC.	Supplies				(628.66)	(628.66)	(628.66)	(628.66)
HSI	Materials Purch svcs	2,500.00				2,500.00	-	-
LUCKINBILL, INC	Supplies	570.48				570.48	-	-
<b>Vendor Subtotal</b>		<b>1,003,757.80</b>	<b>1,232,663.34</b>	<b>921,126.22</b>	<b>10,726,702.61</b>	<b>13,884,249.97</b>	<b>14,138,591.84</b>	<b>13,207,253.79</b>
<b>Grand Total</b>		<b>1,003,757.80</b>	<b>1,232,663.34</b>	<b>921,126.22</b>	<b>11,575,934.34</b>	<b>14,733,481.70</b>	<b>14,987,823.57</b>	<b>14,056,485.52</b>
					Conversion Variance	(13,340.32)	(13,340.32)	(13,340.32)
					AP Control	14,720,141.38	14,974,483.25	14,043,145.20
					Accrued AP	541,187.00	369,787.28	979,173.11
					<b>TOTAL AP</b>	<b>15,261,328.38</b>	<b>15,344,270.53</b>	<b>15,022,318.31</b>

**MANGUM REGIONAL MEDICAL CENTER**

**Scheduled Principal Payments on Debt Service**

DATE	Medicare					Other-Third Party				Disputed/Litigation		TOTAL
	6/29/17 ERS	12/31/17 ERS	2018 CR ERS	2019 IRR2 ERS	2021 CR Estimate	CPSI	UMPQUA-2	UMPQUA-1	COHESIVE	ALCON	ASC	
Oct-21	886,487	2,545,411	194,720	656,574	(1,081,820)	205,841	51,496	27,224	242,500	251,784	23,565	3,201,371

Pmts @ 11/30/21

DATE	6/29/17 ERS	12/31/17 ERS	2018 CR ERS	2019 IRR2 ERS	2021 CR Estimate	CPSI	UMPQUA-1	UMPQUA-2	COHESIVE	ALCON	ASC	TOTAL
FY 21	886,487	467,043	55,460	104,884	-	45,744	4,654	2,734	-	-	-	1,513,873
FY 22	-	870,064	139,259	551,690	-	160,097	29,017	17,048	-	-	-	1,561,014
FY 23	-	955,230	-	-	-	-	17,825	7,442	-	-	-	955,230
FY 24	-	253,074	-	-	-	-	-	-	-	-	-	253,074
	886,487	2,545,411	194,720	656,574	-	205,841	51,496	27,224	-	-	-	4,283,191

Lease Agreement  
Amendment

Effective immediately upon signing, Landlord Schapen LLC and tenant, Mangum City Hospital Authority d/b/a Mangum Regional Medical Center agree to modify the Lease Agreement entered into between the aforementioned parties on March 1, 2020 as follows:

Landlord agrees that tenant shall be allowed to sublet a portion of the premises to Integris Cardiovascular Physicians. Any compensation paid to tenant will remain with tenant and Integris shall be able to use the premises for any purpose stated in the Use clause of said Lease.

All other clauses of said lease shall continue in full force and shall be binding on the parties hereto.

Dated this 8th day of December, 2021.

Landlord

Tenant

Schapen, LLC

Mangum City Hospital d/b/a  
Mangum Regional Medical Center

By: *Dan Livingston*  
Title: Owner

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

# LEASE AGREEMENT

## LEASE TERMS

- A. Effective Date:** March 1, 2013
- B. (1) Landlord:** Schapen LLC  
**(2) Notice Address:** 11610 N 1720 RD  
 Hollis, OK 73550
- C. (1) Tenant:** Mangum City Hospital  
 D.B.A Mangum Regional Medical Center  
**(2) Notice Address:** One Wickersham Drive  
 Mangum, OK 73554
- D. Leased Premises:** Approximately 3004 square feet of Net Rentable Space located in the Office Building, hereinafter defined
- E. Lease Term:** The period commencing on the Commencement Date, and continuing for 60 calendar months thereafter, with one five year renewal option
- F. Commencement Date:** March 1, 2013
- G. Base Rental:** For the Lease Term, \$52.57 per Net Rentable Square Feet in the Leased Premises (or \$1750.00 per month)
- H. Permitted Use:** Medical office space and related uses, but for no other purpose

The foregoing Basic Lease Terms are hereby incorporated into and made a part of the Lease identified hereinabove. Each reference in the Lease to any of the information and definitions set forth in the Basic Lease Terms shall mean and refer to the information and definitions hereinabove set forth and shall be used in conjunction with and limited by all references thereto in the provisions of the Lease. In the event of any conflict between the Basic Lease Terms and the Lease, the Lease shall control.

For purposes of this Lease, "Net Rental Square Footage" is conclusively deemed by Landlord and Tenant to equal 3004 square feet based upon measurements determined in good faith by Landlord and approved by Tenant.

ARTICLE D.

RENT

D.1 Beginning on the Commencement Date, Tenant covenants and agrees to pay to Landlord in currency of the United States of America, without any demand, setoff or deduction whatsoever, the Base Rental in equal monthly installments in advance on the first day of each month during the Lease Term. Installments of rent shall be paid to Landlord at the address specified in this Lease or elsewhere as designated from time to time by written notice from Landlord to Tenant.

D.2. The term "additional rent" shall mean all charges and amounts due from Tenant to Landlord under the Lease, other than Base Rental. The term "rent" shall mean Base Rental and additional rent. Notwithstanding anything contained in this Lease to the contrary, all amounts payable by Tenant to Landlord under this Lease, whether or not expressly denominated as rent, shall constitute rent for the purpose of Section 502(b) (7) (or comparable provision of any future bankruptcy law) of the Federal Bankruptcy Code, 11 U.S.C. Sections 101 et seq. (the Federal Bankruptcy Code and any successor or similar statute now or hereafter enacted are hereinafter call the "Bankruptcy Code").

D.3. In the event a monthly installment of rent is not paid within ten (10) days after it is due and payable as set forth in this Article D, Tenant agrees to pay as additional rent a late payment charge in an amount equal to five percent (5%) of such monthly installment of rent, in addition to the monthly installment of rent that is due and payable.

ARTICLE E.

REPAIRS, MAINTENANCE, AND INSURANCE REQUIREMENTS

E.1 Landlord shall, at all times, keep, replace, and maintain in good condition, order, and repair: (i) all portions of the Office Building, (ii) all portions of the ceilings, roof, roof structures and supports, (iii) all structural portions of the Office Building, including, without limitation, the foundation and structural supports, exterior and load bearing walls, floors, gutters, downspouts, and exterior doors.

E.2 Tenant shall obtain all utilities for the Office Building, including, but not limited to, the cost of water and power, heating, lighting, air conditioning, and ventilating for the Office Building. Tenant shall be responsible for obtaining and all costs of all routine maintenance, janitorial, and service agreements for the Office Building, including, but not limited to, alarm service, exterior window cleaning, security service, traffic control, and janitorial service. Tenant shall promptly pay all taxes, assessments, and other governmental charges, whether federal, state, county, or municipal whether they be by taxing districts or authorities presently taxing the Office Building or by other, subsequently created or otherwise, and any other taxes and assessments attributable to the Office Building. Landlord shall obtain and promptly pay for all insurance relating to the Office Building, including, but not limited to, the cost of fire and

extended coverage insurance, rental loss or abatement insurance, casualty and liability insurance applicable to the Office Building. Tenant shall reimburse Landlord for the actual cost of said insurance on a monthly basis. Tenant shall obtain and promptly pay for all insurance related to Tenant's personal property used in connection therewith.

E.3 Notwithstanding anything to the contrary contained in this Lease, Tenant shall, prior to delinquency, pay the full amount of all taxes and assessments imposed by any governmental authority or other taxing authority upon Tenant's leasehold interest under this Lease and all alterations, additions, fixtures (including, without limitation, removable trade fixtures), inventory, and other property installed or placed or permitted at the Leased Premises by Tenant. Within thirty (30) days after notice from Landlord, Tenant shall furnish Landlord a true copy of receipts evidencing such payment received by Tenant from the governmental authority or other taxing authority assessing such charges.

E.4 Notwithstanding anything to the contrary contained in this Lease, Tenant shall maintain, at its sole cost and expense, "all risk" property insurance insuring the Office Building and all real property associated therewith in amounts equal to one-hundred percent (100%) of the full replacement cost thereof and so as to prevent the application of co-insurance provisions. Tenant shall also maintain commercial general liability insurance on an occurrence basis with a minimum limit of liability in the amount of \$2,000,000. Except as expressly provided herein, the limited of such insurance shall not limit the liability of Tenant hereunder. Tenant's insurance for bodily injury liability and property shall include the following coverages: (i) premises/operations, (ii) independent contractors, (iii) broad form contractual liability specifically in support of, but not limited to, the indemnity section of this Lease, (iv) broad form property damage, and (v) personal injury liability with employee and contractual exclusion removed. Tenant's insurance shall name Landlord (and its mortgagee, if any) as additional insureds as respects their insurable interests. Tenant shall at all times during the Lease Term, at Tenant's sole cost and expense, procure and continue in force workers' compensation insurance in form and amounts as shall be required by applicable law. Tenant shall at all times during the term be responsible for all plate glass and Tenant's inventory, equipment, furniture, fixtures, and other personal property on the Leased Premises.

E.5 Tenant covenants to keep the Leased Premises in good condition and not to permit same to become unsanitary or unhealthful. Tenant also agrees to surrender to Landlord immediate possession of the Leased Premises and all keys thereto at the expiration of this Lease by lapse of time or otherwise; the Leased Premises as so surrendered to be in as good condition as when received, ordinary wear and tear excepted.

ARTICLE F.

PARKING

Landlord agrees to provide at no charge the existing non-exclusive parking spaces for the Tenant and its physicians, employees and patients. Landlord reserves the right to require Tenant's employees to park in areas designated by Landlord at Landlord's discretion.

ARTICLE G.

ASSIGNMENT AND SUBLETTING

Tenant will not without Landlord's prior written consent assign this Lease, or allow the same to be assigned by operation of law or otherwise, or sublet the Leased Premises, or any part thereof, or use or permit the same to be used for any purpose than stated in the use clause hereof, or make or allow to be made any alterations or physical additions in or to the Leased Premises.

ARTICLE H.

ALTERATIONS, IMPROVEMENTS AND SIGNAGE

In all instances of Tenant improvement construction, the Landlord reserves the right to prescribe that such improvements shall be the same as or shall conform with building standard items, materials and types of construction. Any and all such alterations, physical additions, or improvements, when made to the Leased Premises by Tenant, shall become the property of Landlord and at Landlord's option shall be surrendered to Landlord upon the termination in any manner of this Lease, but this clause shall not apply to moveable fixtures or furniture of Tenant. Any such moveable fixtures or furniture removed by Tenant shall be done in such a manner as to prevent any physical damage to the Leased Premises so long as no Event of Default (as hereinafter defined) exists at the time of such removal. Any and all such alterations, physical additions or improvements shall be constructed by a contractor and workmen approved by Landlord. Tenant shall keep the Leased Premises free from any and all material-men's or mechanics' liens or affidavits claiming liens or similar claims arising out of any act or omission of Tenant or any work performed, materials furnished, or obligations incurred by Tenant or Tenant's contractor. Tenant agrees to defend, indemnify and hold Landlord, its successors and assigns harmless from and against any such lien or claim or action thereon, together with the costs of the suit and attorneys' fees incurred by Landlord in connection with any such claim or actions.. Tenant shall discharge and remove by payment, bonding or otherwise any liens or claims promptly, but in no event less than ten (10) days after notice from Landlord, in order that Landlord's title to any and all parts of the Leased Premises shall be free of and from the effect of such liens or claims. Tenant acknowledges that the Americans With Disabilities Act of 1990 (as amended and supplemented by further laws from time to time, the "ADA") imposes certain requirements upon the owners, tenants and operators of commercial facilities and places of public accommodation, including without limitation prohibitions against discrimination against any individual on the basis of disability. Accordingly, but without limiting the generality of and in addition to all other requirements under and notwithstanding any other provision of this Lease, Tenant agrees that any construction required to cause the Leased Premises to be maintained, used and occupied in compliance with the ADA shall be performed by Tenant at Tenant's sole cost and expense. Tenant shall have the right to install reasonable signage associated with the operation and marketing of the clinic. Landlord shall have the right to review and approve any signage larger than 24" inches by 36" inches. Such approval shall not be unreasonable withheld.

ARTICLE I.

INDEMNITY LIABILITY

Tenant will indemnify, and save harmless, Landlord of and from any and all fines, suits, claims, demands, and actions of any kind by reason of breach, violation, or non-performance of any condition hereof on the part of Tenant, its agents or employees. Landlord shall not be liable to Tenant, Tenant's agents, employees, invitees or visitors for any damage to persons or property due to condition, design, or defect in the Leased Premises. Tenant agrees to hold harmless and to indemnify Landlord, its members, partners, officers, directors, shareholders,

employees, agents, lenders and representatives, or any of them, and each and all of them, and the successors and assigns of each and all of them (collectively, Landlord and all such other parties are referred to herein as the "Indemnitees"), from and against any and all claims arising from injury to persons, loss of life, or damage to property occurring in or about the Office Building, and from and against any and all costs, expenses and liabilities (including without limitation commercially reasonable attorneys' fees) incurred by Indemnitees or any of them in connection with any such claim or proceeding based thereon, to the extent such injury to persons, loss of life or damage to property arises out of the negligence, willful misconduct or failure to act of Tenant, or any of its officers, employees, agents, contractors, licensees, or any visitors, guests or invitees of Tenant while in or about the Office Building. Tenant shall also indemnify, defend and hold Indemnitees harmless from any liability, cost, or expense arising from Tenant's use or storage in the Leased Premises of any Hazardous Substance. The provisions of this Article I shall survive the termination of this Lease for any event or claim occurring or accruing prior to such termination.

#### ARTICLE J.

##### LAWS AND REGULATIONS

Tenant will comply with all laws, ordinances, orders, rules and regulations (including, without limitation, those of any state, federal, municipal and other agencies or bodies having any jurisdiction thereof) with reference to use, conditions or occupancy of the Leased Premises.

#### ARTICLE K.

##### LEGAL USE

K.1. Tenant will not occupy or use, or permit any portion of the Leased Premises to be occupied or used, for any business or purpose which is unlawful in part or in whole or deemed to be disreputable in any manner, or extra hazardous on account of fire.

K.2. Tenant shall not itself, or permit or suffer persons acting under Tenant to, either with or without negligence, injure, overload, deface, damage or otherwise harm the Office Building or any other part of the Property, the Premises, or any part or component thereof; commit any nuisance; permit the emission, discharge, release or other escape of any Hazardous Materials (as defined below) as to impregnate, impair or in any manner affect, even temporarily, any element or part of the Premises or the property or person of others, or allow the storage, generation, disposal or use of such materials (collectively "Hazardous Materials Activities"); nor shall Tenant permit to be brought onto the Premises any such materials (except for normal and customary quantities for the Permitted Uses and in compliance with all Environmental Laws, as defined below); permit any noise, vibration or odors to emanate beyond the Premises; or permit any waste whatsoever to Landlord's property or the Premises. Landlord may inspect the Premises from time to time, and Tenant will cooperate with such inspections. If required by any mortgagee or governmental agency or if Landlord has reason to believe a release may have occurred or a threat of release exists on or about the Premises due to Tenant's acts or omissions or if Tenant's Hazardous Materials Activities do not conform to all Environmental Laws, then Landlord may, but need not, perform appropriate testing in a commercially reasonable manner, and the reasonable costs thereof shall be reimbursed to Landlord by Tenant upon demand as additional rent. In all events, and without limitation, Tenant shall indemnify the Indemnitees in the manner elsewhere provided in this Lease with



respect to Hazardous Materials introduced by Tenant or any person acting under Tenant and Hazardous Materials Activities by Tenant or any person acting under Tenant in the Premises or on the Property whether or not consented to by Landlord or otherwise lawful. The covenants of this Section shall survive the expiration or earlier termination of the Term.

K.3. "Environmental Law(s)" means all statutes, laws, rules, regulations, codes, ordinances, standards, guidelines, authorizations and orders of federal, state and local public authorities pertaining to any of the Hazardous Materials or to environmental compliance, contamination, cleanup or disclosures of any release or threat of release to the environment, of any hazardous or toxic substances, wastes or materials, any pollutants or contaminants which are included under or regulated by any municipal, county, state or federal statutes, laws, rules, regulations, codes, ordinances, standards, guidelines, authorizations or orders, including, without limitation, the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f-300j, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1321, et seq.; the Solid Waste Disposal Act, 42 U.S.C. § 6901, et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq.; the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Superfund Amendments and Reauthorization Act of 1986, Public Law No. 99-499 (signed into law October 17, 1986); M.G.L. c.21C; and oil and Hazardous Materials as defined in M.G.L. c.21E, as any of the same are from time to time amended, and the rules and regulations promulgated thereunder, and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, and all other federal, state and local statutes, laws, rules, regulations, codes, ordinances, standards, guidelines, authorizations and orders regulating the generation, storage, containment or disposal of any Hazardous Materials, including but not limited to those relating to lead paint, radon gas, asbestos, storage and disposal of oil and hazardous wastes, substances and materials, and underground and above-ground oil storage tanks; and any amendments, modifications or supplements of any of the foregoing.

K.4. "Hazardous Materials" means, but shall not be limited to, any hazardous substances, hazardous waste, environmental substances, oil, petroleum products and any waste or substance, which because of its quantitative concentration, chemical, biological, radioactive, flammable, explosive, infectious or other characteristics, constitutes or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including without limitation any asbestos (whether or not friable) and any asbestos-containing materials, lead paint, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), toxic metals, etchants, pickling and plating wastes, explosives, reactive metals and compounds, pesticides, herbicides, radon gas, urea formaldehyde foam insulation and chemical, biological (including medical) and radioactive wastes, or any other similar materials which are mentioned under or regulated by any Environmental Law; and the regulations adopted under these acts, and including any other products or materials subsequently found by an authority of competent jurisdiction to have adverse effects on the environment or the health and safety of persons.

If Tenant's transportation, storage, use or disposal of Hazardous Materials on the Property results in the contamination of the soil or surface or ground water or loss or damage to person(s) or property, Tenant agrees to: (a) notify Landlord immediately of any release, threat of release, contamination, claim of contamination, loss or damage; (b) after consultation with Landlord, clean up the release, threat of release, or contamination in full compliance with all

applicable statutes, regulations and standards, and (c) indemnify, defend and hold Landlord and the Indemnitees harmless from and against any claims, suits, causes of action, costs and fees, including attorneys' fees and costs, arising from or connected with any such release, threat of release, contamination, claim of contamination, loss or damage. In the event of such contamination, Tenant agrees to cooperate fully with Landlord and provide such documents, affidavits and information as may be requested by Landlord (1) to comply with any Environmental Law, (2) to comply with the reasonable request of any lender, purchaser or tenant, and/or (3) for any other reasonable reason deemed necessary by Landlord. Tenant shall notify Landlord promptly in the event of any spill or other release of any Hazardous Materials at, in, on, under or about the Premises which is required to be reported to a governmental authority under any Environmental Law, shall promptly forward to Landlord copies of any notices received by Tenant relating to alleged violations of any Environmental Law and shall promptly pay when due any fine or assessment against Landlord, Tenant, or the Premises relating to any violation during the Term of any Environmental Law by Tenant, its employees, agents, independent contractors, or invitees or with respect to the Premises or Property. If any governmental authority files a lien against the Premises due to any act or omission, intentional or unintentional, of Tenant, its agents, employees, or invitees, or for which Tenant is responsible, resulting in the releasing, spilling, leaking, leaching, pumping, emitting, pouring, emptying or dumping of any Hazardous Materials, Tenant shall, within thirty (30) days from the date that Tenant is first given notice of such lien (or within such shorter period of time as may be specified by Landlord if such governmental authority takes steps to cause the Premises to be sold pursuant to such lien) either (A) pay the claim and remove the lien or (B) furnish a cash deposit, bond or such other security as is satisfactory in all respects to Landlord and sufficient to discharge the lien completely.

**ARTICLE L**

**RULES AND OPERATIONAL POLICIES OF BUILDING**

Tenant and Tenant's agents, employees, invitees and visitors will comply fully with all requirements of the rules and operational policies of the building which are as reasonably promulgated from time to time by Landlord. Landlord shall at all times have the right to change such rules and operational policies or to amend them in any reasonable manner as may be deemed advisable by Landlord for safety, care and cleanliness of the Leased Premises and for preservation of good order therein, all of which changes and amendments will be sent by Landlord to Tenant in writing and thereafter shall be carried out and observed by Tenant.

**ARTICLE M.**

**ENTRY AND INSPECTION**

Tenant will permit Landlord or its officers, agents or representatives the right to enter into and upon any and all parts of the Leased Premises, at all reasonable hours, to inspect same or clean or make repairs or alterations, or additions as Landlord may deem necessary or desirable, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof.

**ARTICLE N.**

**TENANT'S RISK**

All personal property of Tenant, his employees and invitees shall remain in said Leased Premises at the sole risk of the owners thereof, and Landlord shall not be liable for burglary, theft, sabotage, loss, or other causes including accidents and accidental breakage. Tenant shall replace all broken glass appurtenant to said Leased Premises unless employees of Landlord shall have broken the same. Landlord shall not be liable for any losses to Tenant, his employees and invitees due to fire, windstorm, hail, water, explosion, aircraft or other means of locomotion, leaking gas, other physical causes, or to civil commotion, riot, insurrection, rebellion, or war. Tenant shall maintain all appliances installed by Tenant in said Leased Premises so that the same will not cause damage to the building or other tenants therein.

Tenant accepts the Leased Premises as suitable for the purposes for which same are leased, and accepts the Office Building and each and every appurtenance thereof and waives visible defects therein.

ARTICLE O.

HOLDING OVER

No holding over by Tenant after the term of this Lease, either with or without consent and acquiescence of Landlord, shall operate to extend the Lease for a longer period than one month; and any holding over with the consent of Landlord in writing shall thereafter constitute this a lease from month to month at 150% of the monthly rent.

ARTICLE P.

DEFAULT BY TENANT

P.1. The following events shall constitute events of default under this Lease (each separately constituting an "Event of Default"):

A. The failure, refusal or neglect by Tenant to pay any installment of rent or make any other payment required to be made by Tenant hereunder as and when due, and such failure, refusal or neglect shall continue for a period of ten (10) days after delivery of written notice to Tenant of same, which notice shall be in lieu of and not in addition to any notice required by law, provided that if Tenant has failed, refused or neglected two (2) or more times in any twelve (12) consecutive calendar month period to pay any rent or other sum when due and notice of same has been given by Landlord in each instance, no notice shall be required after such second notice until the expiration of twelve (12) full calendar months in which all rent and other sums payable under this Lease have been paid on or before the date due;

B. The failure, refusal or neglect by Tenant to observe or perform any other term, provision or covenant of this Lease to be observed or performed by Tenant within thirty (30) days after delivery of written notice thereof to Tenant, which notice shall be in lieu of and not in addition to any notice required by law, or if such performance cannot be completed within such thirty (30) day period, if Tenant shall not in good faith have commenced such performance within such thirty (30) day period and diligently and continuously proceeded therewith to completion; provided, however, that if Tenant has defaulted in the performance of the same obligation two (2) or more times in any twelve (12) consecutive calendar month period and notice of same has been given by Landlord in each instance, no notice shall be required after such second notice until the expiration of twelve (12) full calendar months without the occurrence of any Event of Default.

C. The filing of an involuntary petition against Tenant, under the Bankruptcy Code or any other state or federal law relating to bankruptcy or insolvency that is not dismissed within ninety (90) days after being filed or the making or entry of a decree or order by a court or determination by any regulatory or governmental agency, if any, having jurisdiction over Tenant (i) that Tenant is bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of Tenant under the Bankruptcy Code or any other state or federal law relating to bankruptcy or insolvency, (iii) appointing a receiver or liquidator or trustee in bankruptcy or insolvency of Tenant or of its property or any substantial portion of its property, or (iv) the winding up or liquidation of the affairs of Tenant.

D. If Tenant shall (i) institute proceedings to be adjudged a voluntary bankrupt, (ii) consent to the filing of a bankruptcy proceeding against it, (iii) file a petition or answer or consent seeking liquidation, reorganization or readjustment under the Bankruptcy Code or any other state or federal law, or otherwise invoke any law for the aid of debtors, or consent to the filing of any such petition, (iv) consent to the appointment of a receiver or liquidator or trustee in bankruptcy or insolvency of it or of its property or any substantial portion of its property, (v) make an assignment for the benefit of the creditors, (vi) admit in writing its inability to pay its debts generally as they become due, (vii) take any corporate action in furtherance of any of the aforesaid purposes, or (viii) be unable to meet current obligations as they mature, even though its assets may greatly exceed its liabilities.

P.2 On occurrence of any Event of Default by Tenant, Landlord, in addition to any other rights and remedies provided herein or by law, may terminate this Lease or terminate Tenant's right to possess the Leased Premises and exercise remedies relating to it without further notice or demand in accordance with the following provisions:

A. So long as the Event of Default remains uncured, Landlord shall have the right to give notice of termination to Tenant, and on the date specified in this notice, this Lease shall terminate.

B. If this Lease is terminated Tenant's right to possess the Leased Premises is terminated, Landlord, by judicial process, may reenter the Premises, remove all persons and property, and repossess and enjoy the Premises, all without prejudice to other remedies that Landlord may have because of Tenant's Event of Default or the termination of this Lease.

C. If this Lease is terminated, Landlord shall have all of the rights and remedies of a landlord provided by Texas Property Code, in addition to any other rights and remedies Landlord may have. The damages which Landlord may recover shall include, without limitation:

(i) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(ii) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; and

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Texas.

As used in clauses (i) and (ii) of this Section P.2 C, the "worth at the time of award" is computed by allowing interest at the lower of eighteen percent (18%) per annum or the highest rate then permitted by law. As used in clause (iii) of this Section P.2 C, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Dallas at the time of award plus two percent (2%).

**P.3** Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due if Tenant has the right to sublet or assign, subject only to reasonable limitations. Even though one (1) or more Events of Default exist and Tenant has abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate this Lease or Tenant's right to possession, and Landlord may enforce all rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease. No acts by Landlord to maintain, preserve or relet the Premises, or to appoint a receiver to protect Landlord's interest under this Lease, or to remove property of Tenant or store such property at a public warehouse or elsewhere at the cost of and for the account of Tenant, or otherwise shall constitute an election to terminate this Lease or Tenant's right of possession unless written notice of such intention is given to Tenant. During the period any Event of Default remains uncured, Landlord may enter the Premises and relet it, or any part thereof, to third parties for Tenant's account. Reletting can be for a period shorter or longer than the remaining Term. Tenant shall pay to Landlord the rent due under this Lease on the dates the rent is due, less the rent Landlord receives from any reletting. If Landlord relets the Premises as provided in this Section P.3, rent that Landlord receives from reletting shall be applied to the payment of: (i) first, any indebtedness from Tenant to Landlord other than rent due from Tenant; (ii) second, all costs and expenses incurred by Landlord in reletting, including, but not limited to, maintenance and remodeling costs and brokers' commissions; and (iii) finally, rent due and unpaid under this Lease. After deducting the payments referred to in this Section P.3, any sum remaining from the rent Landlord receives from reletting shall be held by Landlord and applied in payment of future rent as rent becomes due under this Lease. If, on the date rent is due under this Lease, the rent received from the reletting and applied to rent due is less than the rent due on that date, Tenant shall pay to Landlord the remaining rent due.

#### **P.4 Other Relief**

**A.** The remedies provided in this Lease are in addition to any other remedies available to Landlord at law, in equity, by statute, or otherwise.

**B.** Efforts by Landlord to mitigate the damages cause by an Event of Default shall not constitute a waiver of Landlord's right to recover damages hereunder.

**C.** Nothing in this Lease shall limit or prejudice the right of Landlord to prove or obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding an amount equal to the maximum allowed by a statute or rule of law governing such proceedings and in effect at the time when such damages are to be proved,

whether or not such amount be greater or less than or equal to the amount of the damages referred to in any of the preceding sections.

D. No waiver by Landlord of any Event of Default shall be deemed or construed to constitute a waiver of any other or later Event of Default. Forbearance by Landlord in enforcement of one (1) or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such Event of Default. The acceptance of any rent hereunder by Landlord following the occurrence of any Event of Default, whether or not known to Landlord, shall not be deemed a waiver of any such Event of Default, except only an Event of Default in the payment of the rent so accepted. **NO ACCEPTANCE BY LANDLORD OF A LESSER SUM THAN THE RENT THEN DUE SHALL BE DEEMED TO BE OTHER THAN ON ACCOUNT OF THE EARLIEST INSTALLMENT OF SUCH RENT DUE, NOR SHALL ANY ENDORSEMENT OR STATEMENT ON ANY CHECK OR ANY LETTER ACCOMPANYING ANY CHECK OR PAYMENT AS RENT BE DEEMED AN ACCORD AND SATISFACTION, AND LANDLORD MAY ACCEPT SUCH CHECK OR PAYMENT WITHOUT PREJUDICE TO LANDLORD'S RIGHT TO RECOVER THE BALANCE OF SUCH INSTALLMENT OR PURSUE ANY OTHER REMEDY PROVIDED IN THIS LEASE. THE DELIVERY OF KEYS TO ANY EMPLOYEE OF LANDLORD OR TO LANDLORD'S AGENT OR ANY EMPLOYEE THEREOF SHALL NOT OPERATE AS A TERMINATION OF THIS LEASE OR A SURRENDER OF THE PREMISES. ANY SURRENDER MUST BE AGREED TO IN WRITING BY LANDLORD AND TENANT.**

P.5 If Tenant (a) fails to pay any sum of money, other than rent, required under this Lease, or (b) fails to perform any other act under this Lease, and this failure continues for thirty (30) days after notice of the failure by Landlord, or a longer period as may be allowed under this Lease, Landlord may, without waiving or releasing Tenant from any obligations of Tenant, make payment or perform other acts required by this Lease on Tenant's behalf. All sums paid by Landlord and all necessary incidental costs shall be payable to Landlord on demand and shall constitute rent under this Lease.

**ARTICLE Q.**

**FIRE CLAUSE/DAMAGE TO STRUCTURE**

If damage by fire or otherwise to the building be caused, Landlord shall have repairs made with reasonable diligence, and in case the damage is such that the Leased Premises or any particular portion therein cannot be occupied while being repaired, a proportionate rental reduction shall be allowed for the period during which the particular part of the premises cannot be occupied.

If destruction of such magnitude occurs to the Leased Premises from any cause that Landlord decides not to or cannot repair said damage in a reasonable time after such damage is done to said building, then this Lease shall terminate and the unmaturred rent shall be canceled and any unearned portion of paid rental shall be refunded; but in any such case, Tenant shall not be entitled to any part of the proceeds of any policies of insurance carried upon the premises by Landlord.

**ARTICLE R.**

**TRANSFER OF LANDLORD'S INTERESTS**

Landlord shall have the right to transfer and assign, in whole or in part, all and every feature of its rights and obligations hereunder and in building and property referred to herein. Such transfers or assignments may be made either to a corporation, trust, company, individual or group of individuals, and howsoever made, are to be in all things acknowledged and followed by Tenant. In the event of the transfer and assignment by Landlord of its interest in the Office Building, Landlord shall thereby be released from any subsequent obligations hereunder, and Tenant agrees to look solely to such successor in interest of Landlord for the performance of such obligations.

**ARTICLE S.**

**WAIVER**

Failure of Landlord to declare any Event of Default immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such Event of Default nor any future Events of Default, but Landlord shall have the right to declare any such Event of Default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

**ARTICLE T.**

**ASSIGNMENT BY LANDLORD**

This Lease shall inure to the benefit of the successors and assigns of Landlord and, with the written consent of Landlord had and obtained, but not otherwise, to the benefits of the heirs, executors and/or administrators, successors and assigns of Tenant.

**ARTICLE U.**

**SALES TAX**

In the event that a sales tax or use tax is levied by any Governmental authority upon the rental to be paid by the Tenant herein or for the use of the Leased Premises by the Tenant, then Tenant agrees to pay such sales tax and use tax to the Landlord, as an additional consideration and rent for the use and occupancy of the Leased Premises and to make such payments monthly, on a prorated basis.

**ARTICLE V.**

**WAIVER OF SUBROGATION**

Each party hereby waives any and every claim which may arise in its favor and against the other party hereto during the term of this Lease or any extension or renewal thereof for any or all loss of, or damage to, any of its property which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss of damage is recovered under said insurance policies. Said waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to

any loss or damage to property of the parties hereto. Inasmuch as the above mutual waivers will preclude the assignment of any claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereto hereby agrees immediately to give to each insurance company which has issued to it policies of fire and extended coverage insurance written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

**ARTICLE W.**

**GOVERNING LAW**

This Lease shall be interpreted in accordance with and governed by the laws of the State of Texas. The parties hereto expressly agree and acknowledge that Milam County, Texas is the proper venue for the resolution of any dispute(s) arising from either the terms of this Lease and/or the relationship between the Landlord and Tenant. The language in all parts of this Agreement shall be, in all cases construed according to its fair meaning and not strictly for or against either of the parties.

**ARTICLE X.**

**SUBORDINATION AND NON-DISTURBANCE AGREEMENT**

This Lease is subject and subordinate to all ground or underlying leases, mortgages and deeds of trust which now affect the Office Building or any part thereof, or Landlord's interest or estate therein, or portion thereof, or which affect the ground or underlying leases, if any, and to all renewals, modifications, consolidations, replacements and extensions thereof. This Lease, at the option of Landlord, may be made subordinate to any ground or underlying leases, mortgages, or deeds of trust which may hereafter affect the Office Building or any part thereof, or affect the ground or underlying leases; provided that Landlord delivers to Tenant a nondisturbance and attornment agreement on the lender's or lessor's standard form providing that Tenant's right to quiet possession of the Leased Premises shall not be disturbed so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is terminated pursuant to specific provisions contained herein. Tenant or Tenant's successors in interest, will execute and deliver upon the demand of Landlord, and in no event more than ten (10) days following the demand of Landlord, any and all instruments desired by Landlord subordinating in the manner requested by Landlord, this Lease to such lease or deed of trust. Landlord is hereby irrevocably appointed and authorized as agent and attorney-in-fact of Tenant to execute all such subordination instruments if Tenants fails to execute such instruments within ten (10) days after notice from Landlord demanding the execution thereof. This Lease or Landlord's interest herein or both may be assigned by Landlord to any Mortgagee or trust deed beneficiary as additional security. Tenant, at the written request of either the lessor under such ground or underlying lease or the purchaser of the Project, shall attorn to such lessor or to such purchaser, or at such lessor's or such purchaser's option, shall enter into a new lease for the balance of the Term hereof upon the identical terms and provisions as are contained in this Lease.

**ARTICLE Y.**

**MISCELLANEOUS**



**Y.1** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

**Y.2** The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors and assigns. Except as otherwise expressly provided herein, time is of the essence under this Lease.

**Y.3** The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

**Y.4** Each party agrees, from time to time within ten (10) days after request of the other party, to deliver to the requesting party, or the requesting party's designee, an estoppel certificate stating that this Lease is in full force and effect, the date to which rent has been paid, the unexpired term of this Lease and such other matters pertaining to this Lease as may be reasonably requested by the requesting party. Tenant agrees not to record this Lease or any memorandum hereof.

... changed or amended except by an instrument in  
... hereto.

**Y.6** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Lease Term, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that, in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**Y.7** Should any legal action be commenced in connection with this Lease, the prevailing party in such action shall be entitled to recover, in addition to court costs, the prevailing party's reasonable attorneys' fees. Any and all indemnities of Tenant and any and all covenants of Tenant not fully performed on the date of the expiration or termination of this Lease shall survive such expiration or termination. Tenant agrees to look solely to Landlord's equity in the Office Building for the recovery of any judgment against Landlord, and Landlord shall not be liable for any deficiency.

**Y.8** Tenant hereby grants to Landlord a lien and security interest in all property of Tenant now or hereafter placed in or upon the Leased Premises and such property shall be and remain subject to such lien and security interest of Landlord for payment of all rent and other sums agreed to be paid by Tenant under this Lease. The provisions of this section relating to such lien and security interest shall constitute a Security Agreement under and subject to the Texas Business and Commerce Code so that Landlord shall have and may enforce a security interest in all property of Tenant now or hereafter placed in or on the Leased Premises, in addition and cumulative of Landlord's liens and rights provided by law or by the other terms and provisions of this Lease. Landlord may enforce this landlord's lien immediately upon a breach of this Lease by Tenant if Tenant is vacating or is threatening to vacate the Premises. Tenant agrees to execute as debtor such financing statement or statements as Landlord may now or hereafter request. Landlord may at its election at any time file a copy of this page of the Lease

THIS LEASE, INCLUDING ANY EXHIBITS, ATTACHMENTS, RIDERS AND ADDENDA ATTACHED HERETO, EMBODIES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PRIOR AGREEMENTS AND UNDERSTANDINGS, INCLUDING ANY LETTERS OF INTENT, IF ANY, RELATING TO THE SUBJECT MATTER HEREOF.

EXECUTED in duplicate originals effective this 1<sup>st</sup> day of March, 2013

LANDLORD:

Schafen, LLC

By: *Steph Pennington*  
Title: *owner*

TENANT:

Mangum City Hospital  
DBA Mangum Regional  
Medical Center

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

**NOTE:** No hand written or interlineated Changes to this Lease will override the Printed part of this Lease.

This lease document is not effective unless signed by the parties listed below.

**PART-TIME LEASE**

**Effective Date of this Lease**

**Landlord Name & Address**

02/01/2020	Mangum City Hospital Authority 1 Wickersham Drive Mangum, OK 73554
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**Tenant Name & Address**

**Building Name and Address**

**Address for Rent Payment Remittal**

INTEGRIS Cardiovascular Physicians LLC 3433 NW 56 <sup>th</sup> St., Ste 400 OKC OK 73112	Mangum City Hospital Authority 1 Wickersham Drive Mangum, OK 73554	Mangum City Hospital Authority PO BOX 280 Manugm, OK 73554
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Tenant will utilize approximately 530 square feet of clinic space (the "Leased Premises") located within Lessor's space beginning on the Effective Date for an Initial Term of one year; this Lease will automatically renew for up to four additional one-year periods, unless either party provides written notice of its intent not to renew at least 30 days prior to the expiration of the then current term .

**Coverage Days and Hours**

7:00 am to 7:00 pm on the following days	8:00 am to noon on the following days	1:00 pm to 5:00 pm on the following days
<input type="checkbox"/> Monday <input type="checkbox"/> Weekly <input type="checkbox"/> Tuesday <input checked="" type="checkbox"/> 1 <sup>st</sup> week of the month <input checked="" type="checkbox"/> Wednesday <input type="checkbox"/> 2 <sup>nd</sup> week of the month <input type="checkbox"/> Thursday <input checked="" type="checkbox"/> 3 <sup>rd</sup> week of the month <input type="checkbox"/> Friday <input type="checkbox"/> 4 <sup>th</sup> week of the month <input type="checkbox"/> Saturday <input type="checkbox"/> last week of the month <input type="checkbox"/> every other week	<input type="checkbox"/> Monday <input type="checkbox"/> Weekly <input type="checkbox"/> Tuesday <input type="checkbox"/> 1 <sup>st</sup> week of the month <input type="checkbox"/> Wednesday <input type="checkbox"/> 2 <sup>nd</sup> week of the month <input type="checkbox"/> Thursday <input type="checkbox"/> 3 <sup>rd</sup> week of the month <input type="checkbox"/> Friday <input type="checkbox"/> 4 <sup>th</sup> week of the month <input type="checkbox"/> Saturday <input type="checkbox"/> last week of the month <input type="checkbox"/> every other week	<input type="checkbox"/> Monday <input type="checkbox"/> Weekly <input type="checkbox"/> Tuesday <input type="checkbox"/> 1 <sup>st</sup> week of the month <input type="checkbox"/> Wednesday <input type="checkbox"/> 2 <sup>nd</sup> week of the month <input type="checkbox"/> Thursday <input type="checkbox"/> 3 <sup>rd</sup> week of the month <input type="checkbox"/> Friday <input type="checkbox"/> 4 <sup>th</sup> week of the month <input type="checkbox"/> Saturday <input type="checkbox"/> last week of the month <input type="checkbox"/> every other week

Facility Rent and Services Charge: \$108.50 per full day for a total of \$217.00 per month.

Attached hereto and incorporated herein for all purposes are the following Exhibits, to which reference is made for the balance of the terms of this Lease:

**Exhibit A** – "Part-Time Lease Standard Terms and Conditions"

**Exhibit B** – "Equipment, Furnishings, Routine Supplies, Staffing, Scheduling, and Billing Services"

<p><b>TENANT:</b></p> <p>By: _____          Name: Robert Mel Clark M.D.          Title: President</p>	<p><b>LANDLORD:</b></p> <p>By: _____          Name: _____          Title: _____</p>
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## EXHIBIT A

## PART-TIME LEASE

## STANDARD TERMS AND CONDITIONS

In consideration of the mutual covenants and representation set forth in the Part-Time Lease (the "Lease"), the receipt of which is hereby acknowledged, the parties do hereby agree as follows. The capitalized terms used in this Exhibit A shall have the meanings assigned to such terms in the Face Sheet to the Part-Time Lease, unless another meaning is assigned to such terms in this Exhibit A.

1. **DEMISE.** Upon the terms and conditions hereinafter set forth, Landlord does hereby lease to tenant, and Tenant does hereby lease from Landlord, the Leased Premises for the Term of the Lease.

2. **RENT.** The Facilities and Services Charge ("Rent") shall be due and payable to Landlord in advance of the first day of each and every month during the term hereof at the address specified on the Face Sheet. Tenant agrees to pay all Monthly Rental Installments and sums provided to be paid by Tenant pursuant to this Lease at the times and in the manner herein provided, without any setoff, deduction or counterclaim whatsoever except as otherwise provided in this Lease. Time is of the essence in the performance of all of Tenant's obligations hereunder. If any Monthly Rental Installment or any other amounts owed by Tenant to Landlord hereunder is not paid within ten (10) days following the due date, Tenant may be required to pay Landlord a late charge equal to ten percent (10%) of the Monthly Rental Installment, not to exceed One Hundred Fifty and No/100 Dollars (\$150.00), and not less than Twenty-Five and No/100 Dollars (\$25.00). Such late charge is to defray the administrative costs and inconvenience and other expenses which Landlord may incur on account of such delinquency.

3. **LANDLORD'S OBLIGATION.**

A. **Utilities.** Landlord shall, at Landlord's expense, furnish utilities to the Lease Premises, including electrical, water and sewer, heat, ventilation, and air conditioning.

B. **Maintenance.** Landlord shall provide janitorial services and maintain, repair and replace all interior and exterior features of the building including, but not limited to, the roof and all mechanical systems including, but not limited to, air conditioning, heating, plumbing, wiring, and piping.

C. **Insurance.** Landlord shall maintain fire and extended coverage insurance on the Building in an amount not less than the full replacement cost of the building.

D. **Taxes.** Landlord shall be responsible for payment of all real estate taxes assessed against the Building or property, as well as all applicable local, state and federal income taxes assessed against Landlord.

4. **TENANT'S OBLIGATIONS.** In addition to Rent, Tenant also agrees to pay directly during the Term, commencing on the Effective Date, the following items of expense as the same become due and payable:

A. **Taxes.** All ad valorem or other property taxes assessed against Tenant's personal property and personal and intangible taxes payable in connection with Tenant's use, occupancy or conduct of business on the Leased Premises including, but not limited to, personal property, business, privilege, license, excise, sales, use and occupation taxes (but excluding local, state and federal income taxes payable by Landlord). Tenant shall be responsible for all taxes which are assessed against its stock and inventory, tangible personal property or its business and/or business operations.

B. **Maintenance, Modifications, Return of Leased Premises.** The following charges for maintaining and operating the Leased Premises in good repair and operating condition:

1) Tenant agrees to deliver to Landlord, upon the expiration date or upon earlier termination of this Lease, physical possession of the Leased Premises in broom clean condition, ordinary wear and tear excepted.

2) Tenant shall be responsible for all services costs and installations of all telephone, internet, or data services that are specific to Tenant and Tenant shall be responsible for the payment of long distance telephone, internet and data services.

C. Additional Services or Supplies. Any services or supplies used by Tenant in addition to the services and supplies shown on the Exhibit B may be billed by Landlord at Landlord’s actual cost thereof; except that for all non-routine supplies, Landlord may at its election charge an additional 10% stock charge and Tenant shall pay for such additional services or supplies monthly as billed by Landlord.

5. IMPROVEMENTS. Tenant shall not make any structural changes, alterations, additions or improvements to the Leased Premises. Landlord shall not be responsible for, either in the performance or payment, any improvements to the Leased Premises unless a “Landlord Work Letter” is attached to this Agreement.

6. USE OF LEASED PREMISES / ASSIGNMENT / SUBLETTING. Tenant shall use the Leased Premises for the purposes of the licensed practice of medicine and the medical treatment of Tenant’s patients and business purposes ancillary thereto and for no other purpose. Without limited the foregoing, unless approved by Landlord in advance and in writing, Tenant shall not use the Leased Premises for the operation of a “commercial ancillary medical care facility” which shall include, without limitation, a clinical laboratory pharmacy, home health agency, ambulatory surgery center, birthing center, diagnostic center, including radiology, facility and respiratory, physical, speech, or occupational therapy services. Tenant shall not, without the prior consent of Landlord, which consent may be withheld in Landlord’s sole discretion, sublease, license or assign its interest under the Lease. Any consent shall not constitute a waiver of the necessity for consent of Landlord for subsequent assignments and subletting. Assignment or subletting without the prior consent of Landlord, including assignment by operation of the law, shall constitute an event of default. In no event, whether with or without consent of Landlord, shall an assignment or lease relieve Tenant of liability under the terms, condition and provisions of this Lease.

7. INSURANCE. Tenant shall keep and maintain at all times during the Term the following insurance coverage on the Leased Premises: (a) comprehensive general liability insurance coverage on the Leased Premises in the sum of One Million Dollars (\$1,000,000) for any single claim and Three Million Dollars (\$3,000,000) for annual aggregate claims for bodily injury and death resulting therefrom, (b) insurance coverage in the sum of One Hundred Thousand Dollars (\$100,000) per occurrence against liability for damage to property, arising out of the maintenance or use of the Leased Premises by the Tenant and (c) casualty insurance insuring Tenant against loss or damage to its equipment and other personal property in the Leased Premises by fire and all other casualties usually coverage under an “all risk” policy of casualty insurance. The policies described in this Section 7 shall name both Tenant and Landlord as named insureds. Upon request, Tenant shall furnish Landlord with a certificate of such coverage which shall provide that thirty (30) days advance written notice be given to Landlord in the event of cancellation or material change in the insurance policy.

8. DAMAGE TO PROPERTY/INJURY TO PERSON. Tenant shall and hereby does indemnify and in the aggregate hold Landlord harmless from and against any and all claims to the extent they arise from (i) Tenant’s use of the Leased Premises or the conduct of its business, (ii) any activity, work or thing done permitted or suffered by the Tenant in or about the Leased Premises (other than such activity and work performed by Landlord) (iii) any breach or default in the performance of any obligation on Tenant’s part to be performed under the terms of the Lease, or (iv) any act of negligence of Tenant or its agents or employees. Landlord shall and hereby does indemnify and in the aggregate hold Tenant harmless from and against any and all claims to the extent they arise from (i) Landlord’s use of the Leased Premises or the common areas, (ii) any activity, work or thing done permitted or suffered by the Landlord in or about the Leased Premises or common areas (other than such activity and work performed by Tenant) (iii) any breach or default in the performance of any obligation on Landlord’s part to be performed under the terms of the Lease, or (iv) any act of negligence of Landlord or its agents or employees.

9. LAWS AND REGULATIONS; RULES OF THE BUILDING. Tenant, at its sole cost and expense, will comply with all laws, ordinances, orders, rules and regulations of any governmental authority having jurisdiction over the use, condition or occupancy of the Leases Premises. Tenant shall be responsible for proper disposal of its medical, special

and infectious waste for removal from the Leased Premises in accordance with all applicable laws, regulations and orders. Tenant shall not permit the mixing or disposal of any hazardous substances, wastes or materials or any medical, special or infectious waste with the general office refuse. Landlord shall be responsible for the removal of all medical, special or infectious waste from the Leased Premises after proper disposal by Tenant. Without limiting the generality of the foregoing, Tenant shall comply strictly and in all respects with the requirements of all Hazardous Waste Laws (hereinafter defined) and shall indemnify Landlord and hold Landlord harmless from and against any liabilities, costs or expenses that may arise on account of the release, discharge, storage, disposal, treatment, processing or other handling or discovery of any Hazardous Substance (hereinafter defined) within the Leased Premises related to Tenant's business, caused by Tenant, and to the extent not caused by Landlord's negligence or willful misconduct. Landlord shall indemnify and hold Tenant harmless from and against .... Leased Premises caused by Landlord's negligence or willful misconduct. As used herein, "Hazardous Substance" means any substance, material or matter that may give rise to liability under any Hazardous Waste Laws including, but not limited to, medical waste or petroleum products or petroleum wastes. "Hazardous Waste Laws" shall mean any local, state or federal laws, rules, ordinances, regulations, and policy and guidance statements by any environmental agencies, either in existence as of the date hereof, or enacted, promulgated or issued after the date of this Lease, that concern the management, control, discharge, treatment, containments or removal of substances or materials that are or may become a threat to public health or the environment including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Resource Conservation and Recovery Act (RCRA).

10. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party; provided that should the agreement terminate prior to one calendar year from the Effective Date, the parties will not enter into an agreement for similar space or services within the same calendar year. Nothing in this paragraph shall prevent the parties from otherwise agreeing upon a mutually acceptable termination date.

11. DEFAULT. Tenant shall be in default of the terms of the Lease if Tenant shall fail to make a payment of any Rent or additional rent, and such rent or additional rent is not paid within ten (10) days of written notice by Landlord to Tenant of nonpayment of same, or in the event that Tenant shall otherwise commit an act of default under the terms hereof, and shall not cure such default within thirty (30) days of written notice by Landlord to Tenant of such default. In the event of default:

A. Re-Entry, Re-Letting. Landlord may continue the Lease in full force and effect and shall have the right to collect rent when due. During the period in which Tenant is in default, Landlord may re-enter the Leased Premises with legal process and relet same, or any part thereof to third parties for Tenant's account. Tenant shall be liable for all reasonable costs Landlord incurred for reletting the Leased Premises including, without limitation, broker's commissions, expenses associated with repairing and/or remodeling the Leased Premises in order to return the Leased Premises to the same condition as when received by Tenant from Landlord and similar costs. Landlord can relet for a period shorter or longer than the remaining term of the Lease. Tenant shall pay to Landlord the rent due under the Lease on the date such rent is due, less the rent Landlord received from any reletting. Under this paragraph, Tenant's obligations shall not exceed the total rent due for the remainder of the Term.

B. Right to Terminate. Landlord may terminate the Lease pursuant to the terms of this Section 11. Upon termination, Landlord shall have the right to collect an amount equal to all expenses, if any, including reasonable attorneys' fees incurred by Landlord in recovering possession of the Leased Premises and all reasonable costs and charges for the care of the Leased Premises while occupied by Tenant.

C. Severability. Should any of these remedies or any portion thereof not be permitted by the laws of the state where the building is located, then such remedy or portion thereof shall be considered deleted and unenforceable, and the remaining remedies or portions thereof shall be and remain in full force and effect, and the Landlord may avail itself of these as well as any other remedies or damages allowed by law.

12. RIGHT OF ACCESS. Landlord and its agents shall have reasonable access to the Leased Premises during all reasonable business hours for the purpose of examining same to ascertain if they are in good repair and to make

reasonable repairs which Landlord may be required to make hereunder. Landlord agrees that its access shall not disrupt Tenant's business operations nor violate the privacy and confidentiality rights of Tenant's patients.

13. **END OF TERM; RENEWALS.** At the termination of the Lease, Tenant shall surrender its interest in the Leased Premises to Landlord in as broom clean condition as reasonable use thereof will permit, ordinary wear and tear excepted and will leave the Leased Premises broom clean. Tenant shall have the right, prior to termination, to remove any personal property in the Leased Premises owned by Tenant. In the event of holding over by Tenant after the expiration or termination of the Lease, Tenant shall pay rent at the then current rate for monthly rental installments on a monthly basis, not to exceed six months. In the event this Lease is terminated other than at the end of a month, all amounts due shall be prorated in accordance with actual use and payable within thirty (30) days of final invoice and the parties will not enter into a similar agreement for one year following the initial term.

14. **ATTORNEYS' FEES.** In the event that suit is brought by either party against the other for breach or default under the terms of the Lease, the prevailing party shall be entitled to reasonable attorneys' fees, expenses (including expert witness fees) and court costs equal to the sum established by the court.

15. **HEADINGS.** The article captions contained in the Lease are for the convenience of the parties only and shall not be considered in the construction or interpretation of any provision hereof.

16. **ENTIRE AGREEMENT, EXECUTION.** The Lease contains the entire agreement between the parties and superseded any and all prior oral and written agreements between the parties regarding the subject matter contained herein and may not be changed or terminated orally but only by agreement in writing and signed by all parties. This Lease may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute but one agreement. The parties agree that this Lease may be executed by electronic signature, which shall be binding between the parties as though handwritten. Electronic signature shall include either an electronic symbol adopted by a person with the intent to sign or a photostatic copy of a handwritten signature.

17. **DAMAGE OR DESTRUCTION.** If the Leased Premises are damaged by fire or other casualty, and rendered unusable, as determined by Landlord, the Lease shall automatically terminate as of the effective date of the casualty.

18. **EMINENT DOMAIN.** If the whole of the Leased Premises or so much thereof as to render the balance unusable by Tenant shall be taken under power of eminent domain, the Lease shall automatically terminate as of the effective date of the taking.

19. **WAIVER.** No waiver by either party shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant, whether or not similar to the act so consented to or approved.

20. **NOTICES.** Any notice required or permitted to be given hereunder shall be sufficient if personally served or sent by registered or certified mail addressed to the relevant party at the addresses specified in the Lease.

21. **BINDING EFFECT.** The Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors and administrators. Nothing in this article shall be deemed to amend the provisions herein concerning assignment and subletting.

22. **LAW.** The laws of Oklahoma shall govern the interpretation of all of terms, and conditions of the Lease.

23. **NO PARTNERSHIP RELATIONSHIP.** Notwithstanding any agreement herein contained, Landlord shall not be held to be a partner or associate of Tenant in the conduct of its business, it being expressly understood and agreed that the relationship between the parties is and at all times shall remain that of Landlord and Tenant.

24. **NO REQUIREMENT TO REFER.** The parties expressly agree that nothing contained in the Lease shall require Tenant to refer or admit any patients to, or order any goods or services from Landlord or any affiliate. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself



in such manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 USC Section 1320a-7b) and Section 1877 of the Social Security Act (the "Stark Law") as amended. Both parties represent that the rental amounts provided for in the Lease are at fair market value rates and do not take into account the value or volume of referrals or business generated between the parties.

25. QUIET ENJOYMENT. Provided that Tenant is in compliance with obligations in this Lease, Tenant shall have quiet enjoyment and possession of the Leased Premises during the Term of any extension or renewal thereof.

26. SUBLEASE. In the event the Lease is a sublease to an underlying lease agreement identified as a Master Lease in the Face Sheet, Tenant shall perform, in addition to the obligations stated elsewhere in this Lease, the obligations of tenant/lessee under the Master Lease solely with respect to any covenants applicable to the Leased Premises and any areas used by Tenant in common with other tenants. Tenant's obligation under this Section shall not extend to provisions in the Master Lease related to rent or term.

27. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE.

A. Subordination. Tenant agrees that the Lease and all rights of Tenant hereunder are and shall be subject and subordinate to any Master Lease or any ground or underlying lease which may hereafter be in effect regarding the Building, Leased Premises, or any component thereof, and/or to any mortgage now or hereafter encumbering the Leased Premises or the Building or any component thereof, to all advances made or hereafter to be made upon the security of such mortgage, to all amendments, modifications, renewals, consolidations, extensions and restatements of such mortgage, and to any replacements and substitutions for such mortgage. The terms of this provision shall be self-operative and no further instrument of subordination shall be required. Tenant, upon request of any party in interest, shall execute promptly such instrument or certificates as may be reasonable required to carry out the intent of this provision.

B. Mortgage Enforcement. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, or in the event of a deed in lieu of foreclosure with respect to any mortgage covering the Leased Premises or the Building, or in the event of termination of any Lease under which Landlord may hold title, Tenant shall, at the option of transferee, attorn to such transferee and shall recognize and be bound and obligated hereunder to such person as the Landlord under the Lease. Tenant agrees to execute any attornment agreement not in conflict with this provision.

EXHIBIT B

PART-TIME LEASE

EQUIPMENT, FURNISHINGS, ROUTINE SUPPLIES, STAFFING, SCHEDULING, BILLING SERVICES

Tenant Name: INTEGRIS Cardiovascular Physicians LLC

Equipment Included in Rent:

- Fax/Copier     Telephone     Computer/Monitor/Printer
- Other Office Equipment: \_\_\_\_\_

Furnishings Included in Rent:

- Chairs     Tables     Lamps/Lighting     Stools
- Trash Cans     Desks     Wall Hangings     Exam Tables
- Other Furnishings: \_\_\_\_\_

Office Supplies Included in Rent:

- Copy and Computer Supplies (paper, pens, toner, ink cartridges, stapler, staples, paper clips)
- Other Office Supplies: \_\_\_\_\_

Medical Supplies Included in Rent:

- Soap     Cleaning Supplies     Toilet Paper     Table Tissue
- Linens     Exam Gloves     KY Jelly     Hand Towels
- Light Bulbs     Other Supplies: \_\_\_\_\_

The following Staff will be provided to Tenant for no additional cost, up to the hours set forth below (check all that apply):

- Receptionist, maximum \_\_\_\_\_ hours/week
  - Scheduling Nurse, maximum \_\_\_\_\_ hours/week
  - Registered Nurse, maximum \_\_\_\_\_ hours/week
  - Physician Assistant, maximum \_\_\_\_\_ hours/week
  - Clerical Personnel, maximum \_\_\_\_\_ hours/week
  - Other (describe) Support Staff, maximum \_\_\_\_\_ hours/month
-

The following Staff will be provided to Tenant for the costs set forth below, which costs shall be billed to Tenant each month and paid in addition to Rental (check all that apply):

- Receptionist \$ \_\_\_\_/hour, \_\_\_\_ hours/week
- Scheduling Nurse \$ \_\_\_\_/hour, \_\_\_\_ hours/week
- Registered Nurse \$ \_\_\_\_/hour, \_\_\_\_ hours/week
- Physician Assistant \$ \_\_\_\_/hour, \_\_\_\_ hours/week
- Clerical Personnel \$ \_\_\_\_/hour, \_\_\_\_ hours/week
- Other (describe) \_\_\_\_ \$ \_\_\_\_/hour, \_\_\_\_ hours/week

Please describe Billing Services with particularity: \_\_\_\_\_

Other provisions: \_\_\_\_\_

### Hospital Vendor Contract Summary Sheet

1.     Existing Vendor                       New Vendor
  
2.    **Name of Contract:** Part-Time Lease
  
3.    **Contract Parties:** INTEGRIS Cardiovascular Physicians LLC and Mangum City Hospital Authority.
  
4.    **Contract Type Services:** Clinic Office Lease Agreement
  
5.    **Impacted Hospital Departments:** Clinic
  
6.    **Contract Summary:** Tenant will utilize approximately 530 square feet of clinic space the first and third Wednesday of each month.
  
7.    **Revenue:**  \$217/Month
  
8.    **Prior Revenue:**  \$217/Month
  
9.    **Term:** 1 Year
  
- 10. Termination Clause:** Beginning on the Effective Date, 2/1/2020 for an Initial Term of one year; this Lease will automatically renew for up to four additional one-year periods, unless either party provides written notice of its intent not to renew at least 30 days prior to the expiration of the then current term.
  
11.    **Other:**