



# Agenda

## Mangum City Hospital Authority

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

City Administration Building at 130 N Oklahoma Ave.

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

#### CALL TO ORDER

#### ROLL CALL AND DECLARATION OF A QUORUM

#### CONSENT AGENDA

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

1. Approve March 26, 2024 Regular Meeting Minutes as present.
2. Approve March 2024 Quality Meeting Minutes as presented.
3. Approve March 2024 Medical Staff Meeting Minutes as presented.
4. Approve March 2024 Clinic Report.
5. Approve March 2024 CCO Report.
6. Approve March 2024 CEO Report.
7. Approve the following forms, policies, appointments, and procedures previously approved 1/18/24 through Corporate Management, on 4/11/24 Quality Committee and on 4/18/24 Medical Staff.
  - MRMC- Extravasation Management Strategies
  - MRMC- Conditions of Admission
  - MRMC- Enteral Tube Management Policy
  - MRMC- Intravenous (IV) Extravasation Management and Treatment Policy
  - MRMC- 2024 Mangum Annual Quality Plan Evaluation
  - MRMC- 2024 Mangum Annual Quality and Safety Plan
  - Lab Policy Manual-Table of Contents Attached:  
(the following are additional Lab Policies to be review & approved)
    1. Reporting Covid to State Agency
    2. Specimen Labeling Policy
    3. Lab Plan of Care
    4. Quality Management Plan
    5. Competency and Orientation Plan

6. Employee Signatures
7. Lab Ergonomic Plan
8. Performance Improvement Plan
9. Blood and Urine Centrifuges
10. Delegation of Duties
11. Error Investigation and Documentation
12. Use and Care of PPE
13. Pathologist Review of Results
14. Proficiency Testing Policy
15. Reporting to OSDH
16. Specimen Rejection
17. Specimen Storage
18. Turn-Around Times
19. Corrected Reports
20. Chemical Hygiene and Exposure Control
21. Blood Bank Alarm System
22. Blood Culture Collection
23. Evacuated Tube Collection
24. FDA Medical Device Reporting Procedure
25. Look Back for Transmitted Disease Policy
26. Platelet Poor Plasma

- MRMC- Strong Minds Policy Manual- Table of Contents
- MRMC- Annual TB Risk Assessment
- Discussion related to HIM Delinquencies

## **FURTHER DISCUSSION**

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

## **REMARKS**

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

## **REPORTS**

8. Financial Report for March 2024.

## **OTHER ITEMS**

9. Discussion related to Pyxis- Med Dispensing System. *(No Action taken 3.26.24)*
10. Discussion and possible action to approve the opening of a new Account with one of the local banks within the City of Mangum's city limits.
11. Discussion and possible action to approve the Laboratory Distribution Member Letter of Participation between Alliant Purchasing LLC and Mangum Regional Medical Center to receive GPO best pricing for Non-Medline Brand Products.
12. Discussion and possible action to approve the MRMC and Clinical Pathology Laboratories Agreement to provide clinical and anatomical testing services.
13. Discussion and possible action to approve the Interface Performance Expectations between Mangum Regional Medical Center and Evident, LLC with CPL Reference Lab for lab reporting.

14. Discussion and possible action to approve the termination of services agreement with Laboratory Corporation of America Holdings (LabCorp).
15. Discussion and possible action to approve the Master Equipment and Products Agreement between Siemens Healthineers and Mangum Regional Medical Center for Dimension EXL 200 Integrated Chemistry System Analyzer and consumables and supplies.
16. Discussion and possible action to approve the Premier SmartPO Access Agreement with Sponsored Member between Premier Supply Chain Improvement, Inc., Alliant Purchasing and Cohesive Healthcare Management & Consulting, LLC for Mangum Regional Medical Center for the SmartPO Lite eProcurement software.
17. Discussion and possible action to approve the Katz Brunner Healthcare Business Associate Agreement with Mangum Regional Medical Center.

#### **EXECUTIVE SESSION**

18. Discuss and possible action to enter into executive session for the review and approval of medical staff privileges/credentials/contracts for the following providers pursuant to 25 O.S. § 307(B)(1):
  - **Credentialing**
    - Michael Hawkins, M.D- Temp. Courtesy Privileges
    - Nelson Ogembo APRN-CNP Allied Health Professional

#### **OPEN SESSION**

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

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

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

#### **NEW BUSINESS**

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

#### **ADJOURN**

*Motion to Adjourn*

Duly filed and posted at 3:00 p.m. on the 19th day of April 2024, by the Secretary of the Mangum City Hospital Authority.

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*Ally Kendall, Secretary*

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*Corry Kendall, City Attorney*



# Minutes

## Mangum City Hospital Authority

### March 26, 2024 at 5:00 PM

City Administration Building at 130 N Oklahoma Ave.

*The Trustees of the Mangum City Hospital Authority will meet in regular session on March 26, 2024 at 5:00 PM, in the City Administration Building at 130 N. Oklahoma Ave, Mangum, OK for such business as shall come before said Trustees.*

#### CALL TO ORDER

Chairman Vanzant called this meeting to order at 5:06pm

#### ROLL CALL AND DECLARATION OF A QUORUM

##### PRESENT:

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

##### ABSENT:

Trustee Cheryl Lively

#### CONSENT AGENDA

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

1. Approve February 27, 2024 regular meeting minutes as present.
2. Approve February 2024 Quality meeting minutes as presented.
3. Approve February 2024 Medical Staff meeting minutes as presented.
4. Approve February 2024 Clinic Report.
5. Approve February 2024 CCO Report.
6. Approve February 2024 CEO Report.
7. Approve the following forms, policies, appointments, and procedures previously approved 1/18/24 through Corporate Management, on 3/14/24 Quality Committee and on 3/21/24 Medical Staff.

Motion to approve Consent Agenda made by Trustee Webb, Seconded by Trustee Ford.

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

## FURTHER DISCUSSION

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

None.

## REMARKS

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

None.

## REPORTS

### 8. Financial Report for February 2024

#### February 2024 Financial Statement Overview

##### • Statistics

- The average daily census (ADC) for February 2024 was 12.14 – (Year-To-Date 10.02 PY fiscal year end of 11.32).
- Year-To-Date Acute payer mix was approximately 58% MCR/MCR Managed Care combined & quite lower than the prior fiscal year end of 79%.
- Year-To-Date Swing Bed payer mix was 81% MCR & 19% MCR Managed Care. For the prior year end those percentages were 90% & 10%, respectively.

##### • Balance Sheet Highlights

- The cash balance as of February 29, 2024, inclusive of both operating & reserves, was \$647K. This decrease of \$281K from January 31, 2024, balance was primarily due to a decrease in patient cash receipts.
- Days cash on hand, inclusive of reserves, was 14.2 based on February expenses.
- Net AR increased by \$453K from January.
- Payments of approximately \$995K were made on AP (prior 3-month avg was \$1.1M).
- Cash receipts were \$479K less than in the previous month (\$708K vs \$1.19M).
- The Medicare principal balance decreased by \$131K due to ERS loan payments and a YTD receivable for \$150k is booked. The FY17 loan should be paid-in-full in March 2024.

##### • Income Statement Highlights

- Net patient revenue for February 2024 was \$1.14M, which is approximately a decrease of \$79K over the prior month.
- Operating expenses, exclusive of interest & depreciation, were \$1.32M.
- 340B revenue was \$17K in February, a decrease of \$20K from the prior month. YTD revenue was \$55K. Net profit from this service line YTD is \$22K.

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

- Current month average visits per day = 8.8
- Projected operating revenues (YTD) = \$258K
- Projected operating expenses (YTD) = \$629K
- Projected operating loss (YTD) = -(\$371K)

## OTHER ITEMS

9. Discussion with the possible action regarding accepting or soliciting proposals for the completion of the FY22 and FY23 audit.

No Action

10. Discussion with the possible action to approve: Statement of Work between Clifton Larson Allen LLP and Mangum Regional Medical Center for FY22 auditing services.

Motion to approve made by Trustee Webb, Seconded by Trustee Hopper.

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

11. Discussion with the possible action to approve: Second Amendment to Contract Pharmacy Services Agreement between Puckett Discount Drug and Mangum Regional Medical Center to include the 12 essential contract pharmacy compliance elements provided by HRSA.

Motion to approve made by Chairman Vanzant, Seconded by Trustee Webb.

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

12. Discussion with the possible action to approve: First Amendment to Contract Pharmacy Services Agreement between Granite Drug Co and Mangum Regional Medical Center to include the 12 essential contract pharmacy compliance elements provided by HRSA

Motion to approve made by Chairman Vanzant, Seconded by Trustee Hopper.

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

13. Discussion with the possible action to approve: Cloud EHR Service Agreement Service Addendum between Mangum Regional Medical Center and Evident, LLC with Third Party Wolters Kluwer/Sentri7 for Antimicrobial Use and Resistance (AUR) Reporting for lab reporting services

Motion to approve made by Trustee Webb, Seconded by Trustee Hopper.

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

14. Discussion with the possible action to approve: Interface Performance Expectations between Mangum Regional Medical Center and Evident, LLC with Third Party Wolters Kluwer/Sentri7 for Antimicrobial Use and Resistance (AUR) Reporting for lab reporting services

Motion to approve made by Chairman Vanzant, Seconded by Trustee Webb.

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

15. Discussion with possible action to approve: Policy providing cyber liability insurance coverage • Coalition Arch Specialty Insurance Company • CFC

Motion to approve CFC policy made by Trustee Ford, Seconded by Chairman Vanzant.

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

16. Discussion with the possible action to approve: Policy with Philadelphia Indemnity Insurance Company providing property liability insurance coverage for hospital, clinic, lab building, and Annex building.

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

17. Discussion with the possible action to approve: Policy with Continental Casualty Company providing Directors and Officers liability insurance coverage and Employment Practices Liability insurance coverage.

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

18. Discussion with the possible action to approve: Financing Agreement providing financing for cyber and general/professional liability policies. This agreement will be determined from Line Item #14. The BancDirect Financing agreement promissory note Quote number 2624133.1 for a total of \$50,365.50 which is embodied with the MedPro General Liability and the CFC Cyber Liability Insurance or the BancDirect Financing Agreement promissory note Quote 2611783.1 for a total of \$59,847.45 which is embodied with MedPro General Liability and the Coalition Insurance Company CRC Group for Cyber Liability Insurance.

Motion to approve BancDirect Financing Agreement for Quote 2611783.1 made by Trustee Webb, Seconded by Chairman Vanzant.  
Voting Yea: Trustee Ford, Chairman Vanzant, Trustee Hopper, Trustee Webb

19. Discussion with the possible action to approve: The MRMC and Greer County Health Department X-Ray Agreement providing x-ray services for patients designated to receive from Greer County Health Department

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

20. Discussion with the possible action to approve: The credit application to establish a new account for purchasing Information Technology supplies between Mangum Regional Medical Center and Data Center Warehouse (DCW).

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

21. Discussion with the possible action to approve the appointment Meghan Smith the Infection Preventionist for 2024

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

22. Discussion with the possible action to approve the 2024 Infection Control Risk Assessment

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

23. Discussion related to Pyxis (Med Dispensing system).

Kelley states the server that runs our medication dispensing machine is currently 15yrs old and firewall cannot protect it and now having hard drive failure. It is \$10K to get a new warranty from touchpoint. We could buy a 7yr old machine for \$16k but we would have to purchase a service agreement that would run approximately \$4-5K a year and it does not cover replacement costs. The biggest concern is patient safety and Cohesive wants to propose the Pyxis system as a possibility. A pyxis machine has multiple pockets that allow scanning of medicine to match what is being loaded, it has updated software and able to store much more than what we currently have. To lease this machine, it would run roughly around \$434K for an 84 month contract and it would come with another \$386 monthly cost for the server.

Trustee Webb asks, "What are we paying now with the system we have in place?" Kelley states, "\$3,400/month for 60 months" Our contract has ended, and we are currently paying month to month to keep it under a service agreement in case something went down. If the board decided to move forward on the Pyxis that increase our monthly costs by approximately \$1900 a month.

Trustee Ford states it is possible to function without a dispensing machine if that could help cut costs. Chairman Vanzant agrees that with all the money they see going out, where do we see it coming in? Kelley speaks on the Strong Minds program they believe will be a success once it gets going.

Discussion only, No action needed.

24. Discussion with the possible action on appointing a member on the board to serve as Vice-Chairman.

Motion to appoint Trustee Lively as Vice-Chairman made by Trustee Webb, Seconded by Trustee Ford.

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

## EXECUTIVE SESSION

- 25. Discussion and possible action to enter into executive session for the review and approval of medical staff privileges/credentials/contracts for the following providers pursuant to 25 O.S. § 307(B)(1):
  - **Provider Agreements**
    - Brian Bluth, M.D.
    - John Chiaffitelli, D.O.
    - Jeff Brand, PA
  - **Credentialing**
    - Dr. Gilmore M.D. Courtesy Privileges
    - Dr. Langley MD- Temp. Courtesy Privileges



Chairman Vanzant made a motion to enter into Executive Session, Seconded by Trustee Webb.

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

6:07pm

## OPEN SESSION

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

Chairman Vanzant declares out of Executive Session at 6:25pm

Motion of Non-Renewal with Brian Bluth, MD contract made by Trustee Hopper, Seconded by Chairman Vanzant.

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

Motion to approve contract with amendments for John Chiaffitelli, D.O. and Jeff Brand, P.A. made by Chairman Vanzant, Seconded by Trustee Hopper

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

Motion to approve Credentialing for Dr. Gilmore M.D., and Dr. Langley M.D. made by Chairman Vanzant, Seconded by Trustee Hopper.

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

## STAFF AND BOARD REMARKS

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

Kelley speaks wanting to make the board aware that last Friday we were notified from corporate that we had a fraudulent check cashed from our account with Sovereign. Believe the check was replicated with an amount of a vendor payment so the possibility of questioning would be slight. We notified the Vendor and the bank where the check was cashed. Since this was done in another state, we filed with their police department in Pennsylvania and the bank has been very cooperative.

Trustee Webb asked since we are insured, are we covered? Kelley confirms yes and money has already been put back in the account. However with that being said Sovereign is requesting that we open another account. Dennis talks via phone conference stating Adrian has emails dating back to December requesting to be on Positive Pay as an extra security layer for the hospital and it hasn't been done. Sovereign opened a new account without permission and are requesting we sign a hold harmless form. We currently are looking into three other banks to see if they offer Positive Pay, we do not want for something to happen and our account be put on hold when it is set up to receive deposits and ACH. Sovereign will set up Positive Pay on a new account but if we decide to leave our account as is we have to sign the Hold Harmless form so the bank is not liable.

Trustee Webb agrees we may need to look into another bank. Trustee Hopper states it was more than just a check, to my knowledge because I was called on an ACH payment, that had been processed for \$20 and once cleared they pushed through with another payment because they had the routing and checking account information. Which was my understanding as to why the bank is wanting to open another account because there is no way of knowing who all has that information. Trustee Webb adds, we know you don't want to open another account, but it looks like it needs to be done. Can we talk to Sovereign about keeping that account and only allowing incoming payments and a separate account for outgoing? Could it be regulated that way?

Adrian states they asking the questions to find out our options as well as looking into other banks and hope to have more information by next meeting.

## **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 made by Chairman Vanzant, Seconded by Trustee Webb.

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

6:44pm

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*Carson Vanzant, Chairman*

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*Ally Kendall, Interim City Clerk*

**Mangum Regional Medical Center**  
**Quality and Patient Safety Committee Meeting**  
**Agenda for March 2024 and Meeting Minutes for February 2024**

<b>Meeting Location: OR</b>	<b>Reporting Period: February 2024</b>	
<b>Chairperson: Dr Gilmore</b>	<b>Meeting Date: 03/14/24</b>	<b>Meeting Time: 14:00</b>
<b>Medical Representative: Dr Gilmore</b>	<b>Actual Start Time: 1402</b>	<b>Actual Finish Time:</b>
<b>Hospital Administrator/CEO: Kelley Martinez</b>	<b>Next Meeting Date/Time: tentatively 04/11/2024 @ 14:00</b>	

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

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

**I. CALL TO ORDER**

<b>Agenda Item</b>	<b>Presenter</b>	<b>Time Allotted</b>	<b>Discussion/Conclusions</b>	<b>Decision/Action Items</b>
A. Call to Order	QM	<b>1 min</b>	Called to order at 1402	Approval: First — Jennifer Dryer/ Second – Chaisty Howell

**II. COMMITTEE MEETING REPORTS & APPROVAL OF MINUTES**

<b>Agenda Item</b>	<b>Presenter</b>	<b>Time Allotted</b>	<b>Discussion/Conclusions</b>	<b>Decision/Action Items</b>
A. Quality and Patient Safety Committee 1. <i>Approval of Meeting Minutes</i>	Denise Jackson	<b>2 min</b>	Meeting minutes – Jan 2024	Approval: First – Kelley, Second – Tonya
B. Environment of Care (EOC) Committee	Mark Chapman	<b>2 min</b>	Jan – no compliance visits, waiting on tile for replacement (vender is out)	Approval: First – Meghan, Second – Chasity

**Mangum Regional Medical Center**  
**Quality and Patient Safety Committee Meeting**  
**Agenda for March 2024 and Meeting Minutes for February 2024**

1. <i>Approval of Meeting Minutes</i>			Feb – no compliance visits, 24 extinguishers check, no drills, still waiting on tile	
C. Infection Control Committee 1. <i>Approval of Meeting Minutes</i>	Meghan Smith	<b>2 min</b>	No process changes, sepsis screening by nursing is going well, 2 c-diff pt for reporting period, both high risk pt d/t ABT usage, still awaiting in 3 <sup>rd</sup> part vendor interface for AUR information ICRA/ IP appointment approved	Approval: First – Kelley, Second – Melissa
D. Pharmacy & Therapeutics (P&T) Committee 1. <i>Approval of Meeting Minutes</i>	Chelsea Church/ Lynda James	<b>2 min</b>	P&T scheduled for March 21, 2024	
E. Health Information Management (HIM)/Credentialing Committee 1. <i>Approval of Meeting Minutes</i>	Jennifer Dryer/ Kaye Hamilton	<b>2 min</b>	Jan – Coders are sending back progress notes, SOAP is not enough information, providers aware (Credentialing – David Arles, Dr Nagy) Feb – There are some unsigned charts/instructions out, HIM is working on getting caught up from covering AP for the month (Credentialing – Dr Gilmore, Dr Langley)	Approval; First –Chasity, Second - Kelley
D. Utilization Review (UR) Committee 1. <i>Approval of Meeting Minutes</i>	Chasity Howell	<b>2 min</b>	Patient Portal deficits, current method of making sure it is completed in Acute/SWB not working	Approval: First – Kelley, Second – Jennifer
<b>III. DEPARTMENT REPORTS</b>				
<b>Agenda Item</b>	<b>Presenter</b>	<b>Time Allotted</b>	<b>Discussion/Conclusions</b>	<b>Decision/Action Items</b>
A. Nursing/Emergency Department	Nick Walker	<b>5 min</b>	No restraints 3 PRBC with no reactions 1 code blue, pt to er with cpr in progress, unsuccessful, pt expired CNO continues to monitor pain reassessment rate, there is a CPSI issue that is not triggering the follow up in the system that CPSI is working on	

**Mangum Regional Medical Center**  
**Quality and Patient Safety Committee Meeting**  
**Agenda for March 2024 and Meeting Minutes for February 2024**

			Nurse meeting done 2/13/24	
B. Radiology	Pam Esparza	<b>2 min</b>	4 films repeated for the month MedRad injector had PM with no issues noted	
C. Laboratory	Tonya Bowan	<b>5 min</b>	2 rejected specimens – 1 due to QND, n1 due to no name, education with lab dept, they will not except specimen without proper labeling Mean and SD coag changed on analyzer according to historical data Education on; QC start times on weekends and hematology flag	
D. Respiratory Care	Heather Larson	<b>2 min</b>	30 neb changes for the month RT continues to work on replacing old flowmeters to new ones in all rooms RT continues with frequent patient room checks for complete suction set ups	
E. Therapy		<b>2 min</b>	Pt with assistive needs – 11 Total sessions for the month; -PT 173 -OT 142 -ST 0 Improved Standard Assessment Scores: PT 10/10 OT 10/10 ST – no ST patients PT director to return soon	
F. Materials Management	Josey Kenmore	<b>2 min</b>	1 Back order No late orders due to vendors No recalls affecting the hospital Requisition process implementation is under way, working out problem areas as needed	

**Mangum Regional Medical Center**  
**Quality and Patient Safety Committee Meeting**  
**Agenda for March 2024 and Meeting Minutes for February 2024**

G. Business Office	Dannille Cooper	<b>2 min</b>	Jan – Copy of driver's license still getting missed, nurses reminded to note if pt does not have it. - 3 instances of nurses missing id after BO hours Feb – Copy of driver's license and Insurance still getting missed after BO hours, 5 licenses/2 insurance cards, CNO/nurses are being made aware of this weekly	
H. Human Resources	Bethany Moore	<b>2 min</b>	4 background checked completed for the 4 new employees during the reporting period 1 LPN who has not turned in updated BLS, HR has reached out with due date multiple times and will reach out again this week	
I. Environmental Services	Mark Chapman	<b>2 min</b>	Jan – no changes/procedures/protocol/regulation visits, 10 terminal room cleans completed Feb - no changes/procedures/protocol/regulation visits, 10 terminal room cleans completed, Manager plans to do spot checks on terminal room cleans	
J. Facility/Plant Operations	Mark Chapman	<b>2 min</b>	Jan – no issues to report Feb – no issues to report (generator inspection completed March, will provide data in next month's meeting)	
K. Dietary	Marla Abernathy	<b>2 min</b>	100% on cleaning schedules for the month, corporate filling in until manager is hired	
L. Information Technology	Tim Hopen	<b>2 min</b>	Inspected servers and UPS in server room, all okay. Need replacement monitors and other small IT equipment – will order these when new vendor is set up	

**Mangum Regional Medical Center**  
**Quality and Patient Safety Committee Meeting**  
**Agenda for March 2024 and Meeting Minutes for February 2024**

**IV. OLD BUSINESS**

Agenda Item	Presenter	Time Allotted	Discussion/Conclusions	Decision/Action Items
A. Old Business	QM	2 min	Corporate Bad Debt Policy Appoint Denise Jackson for Risk Manager 2024	Approved Feb 2024

**V. NEW BUSINESS**

Agenda Item	Presenter	Time Allotted	Discussion/Conclusions	Decision/Action Items
A. New Business	QM	2 min	See Policy and Appointment below	

**VI. QUALITY ASSURANCE/PERFORMANCE IMPROVEMENT DASHBOARD REPORT**

Agenda Item	Presenter	Time Allotted	Discussion/Conclusions	Decision/Action Items
A. Volume & Utilization	CM	<b>2 min</b>	<p>4 ER pts;</p> <p>1.) pt to the ER for c/o weakness x 6 weeks. Pt seen by provider and discussed options, made aware due to patient's triage level and other high acuity pts in the er there would be a longer wait time than normal, pt decided they did not want to wait and signed out ama, R/B discussed with pt.</p> <p>2.) Pt to the er for initial c/o, pt seen by provider, options discussed, and testing performed, made aware due to patient's triage level and other high acuity pts in the er there would be a longer wait time than normal. testing performed/ awaiting results and provider follow up when pt decided they no longer wanted</p>	

**Mangum Regional Medical Center**  
**Quality and Patient Safety Committee Meeting**  
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			<p>to wait. R/B discussed, pt signed out AMA.</p> <p>3.) Pt to the ER for initial c/o, provider eval and testing performed, provider discussed repeat testing and follow up based on those results. Pt did not want to wait to complete repeat testing. Discussed R/B with patient, pt signed out AMA.</p> <p>4.) Pt to er for initial c/o, reports HA since beginning treatment for other illness x 1 month, reports at home tx not effective, requesting pain meds. Provider evaluated and testing preformed, provider wanted to treat based on abnormal lab findings, however pt declined only wanting pain medications. Provider discussed need for treatment, pt declined. R/B discussed, and patient signed out AMA.</p>	
B. Case Management	CM	8 min	<p>21 pt discharged without MyCare Corner per CPSI. The Activity director has been directed to monitor this, however no change has been noted in pt numbers. No trend noted with numbers, there is a large variety of education misses.</p>	<p>On the go forward – CM will be responsible for completion of the MyCare Corner with all Acute/SWB admits as part of the interview that's done for each new admission, BO will continue with all outpatient services and print data for those patients without email addresses.(BOM has educated dept on how this process should be done w/o email address in BO side of CPSI) QM will monitor next month's data for improvement or trend with missing MyCare education. Reminded all of the different sub</p>



**Mangum Regional Medical Center**  
**Quality and Patient Safety Committee Meeting**  
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				types of charts falling into the denominator thus requiring education in each chart type to accurately show numerators.
C. Risk Management	QM	10 min	<p>No complaints/grievances</p> <p>Other – 1 in-pt with noted skin tear by aide while in the shower, unknown cause, skin tear cleaned per provider orders</p> <p>Falls w/o injury -  1 in-pt found sitting on the floor, attempting to transfer without assist, reports hitting shoulder with no injuries found on assessment. Fall precautions in place prior to fall: low bed, non-skid socks, routine rounding, call light in reach, room free of obstructions.</p> <p>1 in-pt found sitting on the floor, pt attempted transfer to restroom independently, no injures notes. Fall precautions in place prior to fall: bed alarm, low bed, non-skid socks, routine rounding, call light in reach, room close to nurse station. Charge reports alarm did not sound.</p> <p>1 in-pt with call light on, upon nurse entering room pt was found on the floor, reports call light pressed then attempted transfer, unable to get up independently and slid off the bed. No injuries</p>	<p>Discussed with CNO adding proper Maintenace notification if there is a fall and bed/chair alarm does not alert. CNO will add this to nursing meeting for March</p>

**Mangum Regional Medical Center**  
**Quality and Patient Safety Committee Meeting**  
**Agenda for March 2024 and Meeting Minutes for February 2024**

			<p>noted/reported. Fall precautions in place prior to fall: low bed, room free of obstructions, call light in reach. 1 in-pt found on floor by therapy, reports that patient was getting a blanket, no injuries noted. fall precautions in place prior to fall; bed alarm, close to nurses station, routine rounding, non-skid socks on, call light in reach</p> <p>Mortality -</p> <p>1 ER pt - pt found down in the home, family called EMS with CPR started on scene, pt brought to ER with CPR continued. No improvement noted from CPR efforts, provider spoke with family regarding pt state/lack of progress with CPR efforts, CPR efforts stopped, pt expired.</p> <p>1 SWB pt admitted post-surgical services w/hx of terminal dx, during the stay pt showed decline, family aware and in agreeance with comfort care, DNR on file. Pt expired while in patient. 1 SWB admitted w/primary dx and multiple secondary dx; During hospitalization pt resp/kidney status continually declined, family aware and accepting of pt prognosis. Pt w/DNR on file. Pt expired while in patient.</p>	
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**Mangum Regional Medical Center**  
**Quality and Patient Safety Committee Meeting**  
**Agenda for March 2024 and Meeting Minutes for February 2024**

			1 SWB, admitted through the ER for terminal dx at home, during the hospital stay PT had slow progressive decline, family aware with DNR on file. Pt expired while in-patient	
D. Nursing	CCO	<b>2 min</b>	Total number of charts with pain medication administration were accounted for, excluding duplicate charts. Post assessment, 2 PO and 1 IV, administration(s) not completed. Issue brought to CPSI's attention in regard to the notification for pain reassessment not working properly. Nurses educated regarding the importance of f/u with pain reassessments and not relying on the system to prompt them	
E. Emergency Department	CCO/QM	<b>5 min</b>	7 ER readmits - No trends or patterns were identified, no further action needed  29 incomplete logs – QM began notifying CNO and Nurse directly through Tiger Connect in the month of March, monitoring numbers for improvement	Readmits were not due to lack of education, care on MRMC part
F. Pharmacy & Therapeutics (P&T)	Pharmacy	<b>2 min</b>	Next P&T – March 21, 2024	
G. Respiratory Care	RT	<b>2 min</b>	No RT issues to report, continue monitor suction set ups and 100% on chart checks	

**Mangum Regional Medical Center**  
**Quality and Patient Safety Committee Meeting**  
**Agenda for March 2024 and Meeting Minutes for February 2024**

H. Wound Care	WC	<b>2 min</b>	No in-pt wound development for the month	
I. Radiology	RAD	<b>2 min</b>	1 CT not read w/i hour reporting time, radiologist busy during that time	
J. Laboratory	LAB	<b>5 min</b>	1 CBC/UA not completed w/i 1 hour, CBC required diff/UA required microscopic read. Staff limited in lab during this time.	
K. Infection Control/Employee Health	IC/EH	<b>5 min</b>	2 hospital acquired C-diff;  1.) Pt on multiple ABT began w/loose stools, testing preformed/placed on iso and treatment began  2.) Pt on extended abt for UTI, loose stools on admit, testing preformed/placed on iso and treatment began. MR suggest pt with loose stools prior to admit	Ongoing education on transmission-based precautions. Both patient's high risk, one patient symptomatic prior to hospital admit as noted in pt med record that was sent to facility
L. Health Information Management (HIM)	HIM	<b>2 min</b>	1 H&P not complete, in providers box for completion  1 progress notes not complete (1 Acute/1 SWB) in providers box for completion	
M. Dietary	Dietary	<b>2 min</b>	100 % on cleaning scheduled	
N. Therapy	Therapy	<b>2 min</b>	100%	
O. Human Resources (HR)	HR	<b>2 min</b>	1 BLS due, employee contacted, and aware certification is due 3/19/24  Annual education – 3 employees have not completed education requirements, all aware of deadline 4/1/24	

**Mangum Regional Medical Center**  
**Quality and Patient Safety Committee Meeting**  
**Agenda for March 2024 and Meeting Minutes for February 2024**

P. Business Office	BOM	2 min	1 OP service with no copay collected or payment agreement signed – BO with staffing issues in Feb	
Q. Environmental Services	EVS	2 min	10/10 on room cleans; Manager to do random spot checks on terminal cleans	
R. Materials Management	MM	2 min	Requisition system still in process; Implemented Requisitions in the Following departments: Lab, Clinic, Business Office, Radiology, Pharmacy, and currently RT implementation is waiting on clinical errors to be corrected.	
S. Life Safety	PO	2 min	NO issues, vent hood clean completed in January	
T. Emergency Preparedness	EP	2 min	4 employees oriented, no drills for the month	Planning a tornado drill
U. Information Technology	IT	2 min	6 events, 1 server still needs replaced	
V. Outpatient Services	Therapy	2 min	Data tool being added to workbook	
W. Strong Minds	N/A	N/A	N/A	N/A
<b>VII. POLICIES &amp; PROCEDURES</b>				
<b>Agenda Item</b>	<b>Presenter</b>	<b>Time Allotted</b>	<b>Discussion/Conclusions</b>	<b>Decision/Action Items</b>
A. Review and <i>Approve</i>	QM	10 min	Extravasation Management Strategies	Held
			Moderate Sedation Policy	Held
			Conditions of Admission	Held
			Moderate Sedation Self Study Guide and Test	Held
			Consent for Moderate Sedation	Held
				Held

**Mangum Regional Medical Center**  
**Quality and Patient Safety Committee Meeting**  
**Agenda for March 2024 and Meeting Minutes for February 2024**

		Moderate Sedation/Procedure Provider Form	Held
		Moderate Sedation/Procedure Nursing Form	Held
		After Sedation Patient Education for the Adult Pamphlet	Held
		After Sedation Patient Education for the Child Pamphlet	Held
		Moderate Sedation Audit Tool	Approved; first Nick, Second Melissa
		Seasonal Influenza Patient Vaccine Consent/Declination Form	Approved; first Nick, Second Melissa
		Patient Pneumococcal Vaccine Consent/Declination Form	Approved; first Nick, Second Melissa
		Contact and Respiratory Precaution Signage	Held
		Transmission-Based Precautions: Preventing Transmission of Infectious Agents Policy	Approved; first Nick, Second Melissa
		Patient Influenza and Pneumococcal Vaccination Policy	Approved; first Nick, Second Melissa
		Seasonal Influenza Patient Vaccine Standing Order	Approved; first Nick, Second Melissa
		Patient Pneumococcal Vaccine Standing Order	Held
			Held

**Mangum Regional Medical Center**  
**Quality and Patient Safety Committee Meeting**  
**Agenda for March 2024 and Meeting Minutes for February 2024**

			<p>Enteral Tube Management Policy</p> <p>Intravenous (IV) Extravasation Management and Treatment Policy</p> <p>Refusal of Transfer to VA Medical Facility Form</p> <p>Personal Dress and Appearance Policy</p> <p>ICRA</p> <p>2024 Mangum Annual Quality and Safety Plan</p> <p>2024 Mangum Annual Quality Plan Evaluation</p> <p>MRMC Lab Policy Manual (see TOC) and including the following lab policies:</p> <ol style="list-style-type: none"> <li>1. Reporting COVID to State</li> <li>2. Specimen Labeling Policy</li> <li>3. Lab Plan of Care</li> <li>4. Quality Management Plan</li> <li>5. Competency and Orientation Plan</li> <li>6. Employee Signatures</li> <li>7. Lab Ergonomic Plan</li> <li>8. Performance Improvement Plan</li> <li>9. Blood and Urine Centrifuges</li> <li>10. Delegation of Duties</li> </ol>	<p>Held</p> <p>Approved; first Nick, Second Melissa</p> <p>Approved; first Nick, Second Melissa</p> <p>Held</p> <p>Held</p> <p>Held, including #1-26</p> <p> *ALL policies/procedures marked as HELD – were requested HELD for a local review to be done at MRMC before approving. All Directors aware of listed policies/procedure that are HELD will be sent out via email for a local 14-day review, Kaye requested that providers be included in this review process, and Kaye will email those contacts to QM.</p>
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**Mangum Regional Medical Center**  
**Quality and Patient Safety Committee Meeting**  
**Agenda for March 2024 and Meeting Minutes for February 2024**

			11. Error Investigation and Documentation 12. Use and Care of PPE 13. Pathologist Review of Results 14. Proficiency Testing Policy 15. Reporting to OSDH 16. Specimen Rejection 17. Specimen Storage 18. Turn-Around Times 19. Corrected Reports 20. Chemical Hygiene and Exposure Control 21. Blood Bank Alarm System 22. Blood Culture Collection 23. Evacuated Tube Collection 24. FDA Medical Device Reporting Procedure 25. Look back for Transmitted Disease Policy 26. Platelet Poor Plasma	
B. Review and <i>Approve to Retire</i>				
<b>VIII. PERFORMANCE IMPROVEMENT PROJECTS</b>				
<b>Agenda Item</b>	<b>Presenter</b>	<b>Time Allotted</b>	<b>Discussion/Conclusions</b>	<b>Decision/Action Items</b>



**Mangum Regional Medical Center**  
**Quality and Patient Safety Committee Meeting**  
**Agenda for March 2024 and Meeting Minutes for February 2024**

A. Performance Improvement Project (PIP)	QM	2 min	The following 2024 proposed PIPs are at Corporate for approval - 1.) Bed side scanning 2.) Pain Assessment	
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**IX. OTHER**

Agenda Item	Presenter	Time Allotted	Discussion/Conclusions	Decision/Action Items
A. Risk Manager Appointment	QM	1 min	Approved Feb 2024	
B. Infection Preventionist	QM	1 min	Approve - Megan Smith for Infection Prevention for MRMC for the 2024 year	Approval; First - Nick Second - Melissa

**X. ADJOURNMENT**

Agenda Item	Presenter	Time Allotted	Discussion/Conclusions	Decision/Action Items
A. Adjournment	QM	1 min	There being no further business, meeting adjourned by seconded by Nick/Melissa at 1455	

**MEMBERS & INVITED GUESTS**

<b>Voting MEMBERS</b>				
Kelley Martinez <input type="checkbox"/>	Nick Walker <input type="checkbox"/>	Chasity Howell <input type="checkbox"/>	Meghan Smith <input type="checkbox"/>	Danielle Cooper
Tonya Bowen <input type="checkbox"/>	Pam Esparza <input type="checkbox"/>	Carlos Mendoza	Jennifer Dreyer	Brittany Gray <input type="checkbox"/>
Lynda James	Bethany Moore	Tim Hopen (teams) <input type="checkbox"/>	Kaye Hamilton (teams) <input type="checkbox"/>	Mark Chapman <input type="checkbox"/>
Melissa Tunstall <input type="checkbox"/>	Dr Gilmore (teams) <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Non-Voting MEMBERS</b>				
Denise Jackson <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>INVITED GUESTS</b>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date Minutes Approved:	
Signature of ChairPerson:	

**Mangum Regional Medical Center**  
**Quality and Patient Safety Committee Meeting**  
**Agenda for March 2024 and Meeting Minutes for February 2024**

Mangum Regional Medical Center  
Medical Staff Meeting  
Thursday  
March 21, 2024

MEMBERS PRESENT:

John Chiaffitelli, DO, Medical Director  
Absent:  
Guest:

ALLIED HEALTH PROVIDER PRESENT:

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

NON-MEMBERS PRESENT:

Kelley Martinez, RN, CEO  
Chelsea Church, PharmD  
Denise Jackson, RN, Quality  
Lynda James, LPN, Pharmacy Tech

1. Call to order
  - a. The meeting was called to order at 12:52 pm by Dr. John Chiaffitelli, Medical Director.
2. Acceptance of minutes
  - a. The minutes of the February 22, 2024, Medical Staff Meeting were reviewed.  
**i.Action:** Dr. Chiaffitelli, Medical Director, made a motion to approve the minutes.
3. Unfinished Business
  - a. None
4. Report from the Chief Executive Officer
  - a. We have a full-time provider hired for the clinic. Credentialing process is started. We do not have a start date yet.

- Operations Overview
  - We continue to look for a counselor for the Strong Minds program.
  - We are working with other organizations to try to increase our outpatient, inpatient and swing bed census.
  - Looking at clinic collections for February we collected a total of \$1097.12 at time of service.
  - The hospital collected \$32,509.05 in copays and collections for the month of February. This number was mainly due to a few high past due accounts.
  - We continue to be involved in the community and we have attended several events.
  - We are also going to have a table in the upcoming health fair in April partnering with Partnerships Achieving Wellness.
  - We continue to see denials on ER claims for Urine Drug Screens due to lack of medical necessity. If we are going to continue to run these on patients, the providers have got to document a justifiable reason.
  - We have signed the agreement with the State and are working on training for the facility to have free Narcan for dispensing to the public. This will be for the clinic, any discharges from the facility outpatient or inpatient.
  - We are getting closer to paying off one of our ERS loans to Medicare. This will increase payment each month.

Written report remains in the minutes.

## 5. Committee / Departmental Reports

### a. Medical Records

1. Completed unsigned discharge instructions.
2. Working on completing a couple of projects.

### b. Nursing

#### Patient Care

- MRMC Education included:
  1. Veraflo/VAC/Veraflo Cleanse Choice complete education by J. Lindquist, BSN, RN, 3M WCCS
  2. C. Diff education with infection prevention.
  3. Skill fair scheduled for March 28, 2024.
- MRMC Emergency Department reports no patients Left Without Being Seen (LWBS).
- MRMC Laboratory reports 0 contaminated blood culture set(s).
- MRMC Infection Prevention reports 0 CAUTI.

- MRMC Infection Prevention report 0 CLABSI.
- MRMC Infection Prevention reports 3 HAI, or 0 MDRO for the month of February.

#### Client Service

- Total Patient Days increased with 352 patient days in February 2024 as compared to 251 patient days in February 2024. This represents an average daily census of 12.1. In addition, MRMC Emergency Department provided care to 182 patients in 2024.
- MRMC Case Management reports 36 Total Admissions for the month of February 2024.
- February 2024 COVID-19 Stats at MRMC: Swabs (3 PCR & 119 Antigen) with 6 Positive.

#### Preserve Rural Jobs

- MRMC filled a fulltime core CNA position.
- MRMC has one, PRN CNA position open currently
- Patients continue to voice their praise and appreciation for the care received at MRMC. We continue to strive for excellence and improving patient/community relations.

Written report remains in minutes.

#### c. Infection Control

- Old Business
  - a We have seen an improvement in our sepsis screening in the ED, 4/5 patients met criteria and the protocol was followed appropriately.
- New Business
  - a. N/A
- Data:
  - a, N/A
- Policy & Procedures Review:
  - a. Corporate Policy & Review Committee is currently looking at all policies associated with Influenza Vaccines.
- Education/In Services
  - a. Monthly EPIC meeting for IP education.
  - b. Weekly Call with Corp. IP.
  - c. Weekly Lunch and Learns.
  - d. Staff education
- Updates: No updates at this time.
- Annual Items:
  - a. Completed March 2023

Written report remains in minutes.

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

- i. Evaluation and Approval of Annual Plans –

i.i. Old Business - -

- a. Chrome pipe needs cleaned and escutcheons replaced on hopper in ER- could not replace escutcheons due to corroded piping in wall – capped off leaking pipe under the floor to stop leak – hopper will be covered – remodel postponed.
- b. ER Provider office flooring needing replaced. Tile is onsite.- Remodel is postponed.
- c. Damaged ceiling tile in patient area due to electrical upgrade-will need more tile to complete.
- d. Replace ceiling tile that do not fit properly – will need more tile to complete.
- e. EOC, EM and Life Safety Plans will be evaluated and approved in the March EOC meeting.
- f. Add additional sanitizer dispensers in patient wing – will need more dispensers.

i.i.i. New Business

- a. None

Written report remains in minutes.

e. Laboratory

- i. Tissue Report – None – February, 2024 – Approved
- i.i. Transfusion Report – February, 2024 – Approved

f. Radiology

- i. There was a total of – 199 X-Rays/CT/US
- i.i. Nothing up for approval
- i.i.i. Updates:
  - o PM was completed on our MedRad Stellant power Injector.

Written report remains in minutes.

g. Pharmacy

- i. Verbal Report by PharmD.
- i.i. COVID-19 Medications-Have 1 dose of Bebtelovimab, 30 doses of Remdesivir and 18 Paxlovid doses in-house.
- i.i.i. P & T Committee Meeting – P&T Meeting was held on March 28, 2024.
- iv. Solu-Medrol has been added to the shortage list. We have plenty in house at this time.

Written report remains in the minutes.

h. Physical Therapy

- i. No report.

i. Emergency Department

- i. No report

j. Quality Assessment Performance Improvement Risk

- Risk Management
  - Grievance – 0
  - 0 - Fall with no injury
  - 1 - Fall with minor injury
  - 0– Fall with major injury
  - Death – 0
  - AMA/LWBS – 1/0
- Quality
  - Quality Minutes from previous month included as attachment.
- HIM – H&P – Completion = 100% - Discharge Summary = 100%  
No Report for this month. Report will be submitted next month.
- Med event – P&T reports quarterly
- Afterhours access was – P&T reports quarterly
- Compliance  
Written report remains in minutes.

k. Utilization Review

- i. Total Patient days for February: 352
  - i.i. Total Medicare days for February: 306
  - i.i.i. Total Medicaid days for February: 4
  - iv. Total Swing Bed days for February: 299
  - v. Total Medicare SB days for February: 268
- Written report remains in the minutes.

Motion made by Dr. John Chiaffitelli, Medical Director to approve Committee Reports for February, 2024.

6. New Business

- a. Review & Consideration of Approval of Form: MRMC – Seasonal Influenza Patient Vaccine Consent/Declination Form
  - i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve MRMC - Seasonal Influenza Patient Vaccine Consent/Declination Form.
- b.Review & Consideration of Approval of Form: MRMC – Patient Pneumococcal Vaccine Consent/Declination Form
  - i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve MRMC Patient Pneumococcal Vaccine Consent/Declination Form.
- c.Review & Consideration of Approval of Signage: MRMC – Contact and Respiratory Precaution Signage
  - i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve MRMC – Contact and Respiratory Precaution Signage.
- d.Review & Consideration of Approval of Policy & Procedure: MRMC - Patient Influenza and Pneumococcal Vaccination Policy

**i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve MRMC – Patient Influenza and Pneumococcal Vaccination Policy.

e.Review & Consideration of Approval of Standing Order: MRMC - Seasonal Influenza Patient Vaccine Standing Order

**i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve MRMC – Seasonal Influenza Patient Vaccine Standing Order.

f.Review & Consideration of Approval of Policy & Procedure: MRMC - Personal Dress and Appearance Policy

**i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve MRMC – Dress and Appearance Policy.

g.Review & Consideration of Approval of ICRA

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

h.Meghan Smith – Appointment to Infection Preventionist for Mangum Regional Medical Center

**i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve Meghan Smith’s appointment to Infection Preventionist for Mangum Regional Medical Center.

7. Adjourn

a. Dr Chiaffitelli made a motion to adjourn the meeting at 1:12 pm.

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Medical Director/Chief of Staff

---

Date





# Clinic Operations Report

Mangum Family Clinic

March 2024

Monthly Stats	March 2023	March 2024
Total Visits	164	150
Provider Prod	172	100
RHC Visits	149	146
Nurse Visits	5	0
Televisit	0	0
Swingbed	10	4

Provider Numbers	RHC	TH	SB
Barnes	138		1
Chiaffitelli			1
Langley	8		
other			2

Payor Mix	
Medicare	34
Medicaid	49
Self	6
Private	59

Visits per Geography	
Mangum	121
Granite	15
Altus	2

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Visits	177	178	150										

Clinic Operations:

- Nelson Ogembo is in the process of obtaining credential to work in Oklahoma. Start date is 5/8/24.
- Will spend a couple of days orienting to ECW with online tutorials and visiting Carnegie Clinic.
- 146 RHC visit in only 14 days of coverage.
- Dr. Langley is covering for April and into May if needed.

Quality Report:

Improvement Measure	Actual	Goal	Comments
Reg Deficiencies	1	0	12 audited
Patient Satisfaction	7	5	7-excellent
New Patients	22	10	Extremely impressive given the circumstances
No Show	9.5%	<12%	19 no shows for the month
Expired Medications	0	0	None noted.

Outreach:

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

Summary :

Mangum Clinic had clinic provider issues that were softened by Dr. Sonja Langley stepping in to assist. Several weekdays went uncovered due to lack of available providers in the Mangum area. However, despite the coverage problems, the clinic was able to see 146 respectable visits. This lack of provider issue should be resolved in the very near future. Eagerly awaiting the arrival of Nelson O'gembo in early May.

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



## Chief Clinical Officer Report March 2024

### Patient Care

- MRMC Education included:
  1. Skills fair provided to staff on March 28, 2024.
  2. Updates regarding CPSI documentation for nursing staff
- MRMC Emergency Department reports 1 patient Left Without Being Seen (LWBS).
- MRMC Laboratory reports 0 contaminated blood culture set(s).
- MRMC Infection Prevention reports 1 CAUTI.
- MRMC Infection Prevention report 1 CLABSI.
- MRMC Infection Prevention reports 5 HAI and 0 MDRO for the month of March.

### Client Service

- Total Patient Days increased with 448 patient days in March 2024 as compared to 352 patient days in February 2024. This represents an average daily census of 14.5. In addition, MRMC Emergency Department provided care to 131 patients in March 2024.
- MRMC Case Management reports 25 Total Admissions for the month of March 2024.
- March 2024 COVID-19 Stats at MRMC: Swabs (6 PCR & 50 Antigen) with 0 Positive.

Mangum Regional Medical Center												
Monthly Census Comparison												
	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Inpatient	30	36	25									
Swing Bed	10	18	10									
Observation	3	1	2									
Emergency Room	175	182	131									
Lab Completed	2377	2439	2004									
Rad Completed	128	199	151									
Ventilator Days	0	0	0									

### Preserve Rural Jobs and Culture Development

- MRMC scheduled interviews for 1 full-time and 1 part-time CNA position.
- MRMC has RN and LPN positions open.
- Patients continue to voice their praise and appreciation for the care received at MRMC. We continue to strive for excellence and improving patient/community relations.



## **Chief Executive Officer Report March 2024**

### **Operations Overview**

- The start date for Nelson Ogembo APRN-CNP is May 8<sup>th</sup>. He will be working in the clinic 4.5 days a week.
- We posted an ad for a Licensed Counselor for the Strong Minds program.
- Patient rounds continue to provide good feedback from our patients.
- Looking at clinic collections for March we collected a total of \$4,061.61 at time of service.
- The hospital collected \$8,482.86 in copays and collections for the month of February. This number was mainly due to a few high past due accounts.
- We had our second managers training course on Effective Communication.
- With the new changes of managed Medicaid, Cohesive has hired someone to do prior authorizations for outpatients and this does affect some ER procedures as well. The ER procedure prior authorizations will be done by MRMC staff.

**2024**

**Annual Review & Evaluation 2023**



**Mangum Regional  
Medical Center**

Denise Jackson RN/Quality Manager

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## 2024 Quality Program Annual Review & Evaluation

### EXECUTIVE SUMMARY

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This program review and evaluation provides a comprehensive overview of the Mangum Regional Medical Center Quality Program for 2023.

Our Medical Staff and Hospital staff are committed to providing safe, high-quality care and exceptional service for every patient, every time. We look for ways to improve the patient care experience from beginning to end.

We use data to help us optimize outcomes of care and make improvements as needed to ensure the quality of care rendered to our patients is exceptional. The Quality Committee meets monthly to review and analyze the service and performance of the Hospital and its day-to-day operations. The annual quality and performance program plan shall strive to set clearly defined goals to achieve optimal outcomes. The Quality Department utilizes a system of indicators and benchmarks to measure and evaluate the effectiveness of our outcomes. This allows us to rapidly adjust, analyze, plan, and continuously improve our performance.

The governance work is accomplished through a series of committees that interact. The Hospital has established department level committees including the following: Utilization Review, Infection Control, Health Information Management, Pharmacy and Therapeutics, Environment of Care, and Compliance. These formally report through the Hospital's Quality Committee (QC) which in turn reports through the Medical Staff Committee (MS) and the Governing Board (GB).

The Hospital has a Governing Body that assumes full legal responsibility for determining, implementing, and monitoring policies and programs governing the Hospital's total operation and for ensuring that those policies and programs are administered to provide quality health care in a safe environment.

### SCOPE

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The Quality Assurance and Performance Improvement Program shall apply Hospital-wide and to any contracted services. It is the responsibility of all Hospital staff, including leadership who provide and support care in the Hospital to ensure an environment where care is safe, effective and centered on the patient's needs. Leaders foster performance improvement through planning, educating, setting priorities, and providing time and resources. Leaders play a major role in creating an environment where staff feel safe and free to engage in performance improvement and understand it is their responsibility to not only report quality and safety issues and concerns, but to participate in developing solutions and to ensure the right thing gets done.

The Hospital strives to meet the needs of the community and surrounding areas. Mangum Regional Medical Center is a 18-bed hospital that provides emergency care, observation, acute, and swing bed services.

The annual review and evaluation of the Quality Program includes an evaluation of the prior year's activities and includes recommendations for the next year. A periodic evaluation of the Hospital's Quality Program provides a mechanism to use the information collected to make informed decisions about changes and improvements. The Quality Manager retains oversight over the review and evaluation in conjunction with the Quality Committee, department leaders, and key leadership. Results of the annual review and evaluation are submitted to the Quality Committee, Medical Staff Committee, and Governing Board for review and approval.

### **Annual Items Completed in 2023**

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1. Annual Review & Approval of Quality Plan
  - a. Approved on April 25, 2023
2. Appointment of Infection Preventionist
  - a. Claudia Collard
    - i. February 28, 2023
  - b. Meghan Smith
    - i. September 21, 2023 (IP Approval only)
3. Appointment of Risk Manager
  - a. Denise Jackson
    - i. Approved on February 28, 2023
4. Appointment of Compliance Officer
  - a. Denise Jackson
    - i. Approved on February 28, 2023
5. Annual Review of the Infection Control Risk Assessment & Evaluation
  - a. Approved on February 28, 2023
  - b. ICRA for MRMC 2023
6. Annual Review of the Hazard Vulnerability Assessment (HVA)
  - a. Approved on October 2023
  - b. HVA for MRMC 2023
7. Annual Review of the TB Risk Assessment
  - a. Approved on April 25, 2023
  - b. Risk Assessment for MRMC 2023



## Annual Review Evaluation & Summary of Key Hospital Indicators

The program evaluation reporting period compares performance measures of calendar year 2022 to calendar year 2023. The Hospital Quality Program used benchmarks for 89 quality measures: AMA, LWBS, transfers, readmissions, medication errors, CAUTI, CLABSI, complaints, grievances, falls, mortality, OPO, code blue, and documentation. These benchmarks indicate the performance expectation for the corresponding quality measure.

### Volume & Utilization

Total ED visits and transfers to higher levels of care numbers were down for the 2023 reporting year. All other areas are up from 2022. More patients were admitted to OBS due to payer source. Acute/SWB days up over all reflecting a higher discharge number and higher average daily census, due to higher acuity of patients admitted during 2023. Higher numbers for AMA due to numerous patients refusing in-patient admission, no provider follow up prior to inpatient discharging home and higher number of patients in the ER refusing treatment. Higher blood utilization for 2023 due to higher acuity of patients admitted inpatient and in the ER requiring blood products for treatment.

Criteria	2022	Benchmark	2023	CY/PY
Total ED Visits	1852	-----	1758	1758/1852
Total Observation Patients	6	-----	22	22/6
Total Acute Patients	169	-----	183	183/169
Total Swing Bed Patients	111	-----	131	131/111
Total Discharges (Acute & SWB)	263	-----	314	314/263
Total Patient Days (Acute & SWB)	3612	-----	4129	4129/3612
Average Daily Census	10	-----	11.3	11.3/10
AMA	38	<2	52	52/38
ED LWBS	2	<1	3	3/2
Transfers to a Tertiary Facility (Inpatient & ED)	132	<12	115	115/132
Blood Utilizations	53	-----	60	60/53

### Case Management

The goal of the Case Management Department is to help coordinate the care for patients and families from Hospital admission to discharge. The Case Management Department shall be responsible for ensuring care coordination is multi-disciplinary, focuses on safe, high quality, cost-effective care, and promotion of optimal outcomes throughout the patient's hospitalization. To ensure these outcomes are sustained the Case Management Department measures quality indicators including CAH readmissions, IDT meeting documentation and Case Management assessments and reports these indicators to Quality Committee on a reoccurring basis.

CAH readmissions down by one for 2023, Case Manager working diligently with patients for care required at discharge. IDT numbers have significantly improved with EMR system improvements during the year.

Criteria	2022	Benchmark	2023	CY/PY
----------	------	-----------	------	-------

CAH Readmissions	18	<2	17	17/18	Item 7.
IDT Meeting Documentation	33%	85%	85%	85%/33%	
Case Management Assessment	97%	95%	99%	99%/97%	

## Infection Control

The Hospital continues to care for patients with increased susceptibility to infections with increased risk to healthcare associated infections. The Hospital focuses on several infection control quality measures annually as part of the quality program. Of primary focus are CAUTIs (5<sup>th</sup> most common type of healthcare associated infection) and CLABSI (>85,000 preventable infections and >10,000 preventable deaths yearly). Hand hygiene and PPE are also of primary importance as they are both a simple and cost-effective way to prevent infections. Therefore, the Hospital has conducted monitoring activities on these measures in an effort to identify and address patient safety risks.

Two CAUTIs for the reporting period, two patients with high infection risk admitted inpatient and found to have CAUTI prior to discharge. One CLASBI infection in patient admitted with infection, during admit infection found in central line as well. HH/PPE numbers up for 2023 with continued education for all staff.

Criteria	2022	Benchmark	2023	CY/PY
CAUTI	1	≤1	2	2/1
CLABSI	0	0.5%	0.89	0.89/0
Hand Hygiene Compliance	97%	80%	100%	100% / 97%
PPE Compliance	92%	80%	99%	99% / 92%

## Risk Management

The Hospital is committed to a culture of safety in an environment that promotes reporting of adverse events that includes but is not limited to sentinel events, near misses, and infrastructure events to take appropriate steps to mitigate the risk of such events and strive to continuously improve the quality and safety of patient care.

Events down overall for 2023. Complaints/Grievances up for 2023, likely due to routine rounding by administrative staff for all patients admitted to MRMC. Increase in ED mortality rate due to severity of cases in ED. Decline in OPO notification due to nurse lacking proper notification protocol, nurse provided individual education with no further issues.

Criteria	2022	Benchmark	2023	CY/PY	Summary
Total Number of Events	79	-----	25	25/79	Events decreased overall for 2023 due to fall precautions put in place for prevention
Total Inpatient Complaints	0	-----	4	4/0	Complaints up likely due to administration rounding on patients
Total ED Complaints	0	-----	1	1/0	Complaints up likely due to administration rounding on patients

Total Inpatient Grievances	1	-----	1	1/1	Grievances remained the same	Item 7.
Total ED Grievances	0	-----	1	1/0	Grievances up likely due to administration rounding on patients	
Fall w/o Injury Rate (Inpatient)	6.1	≤5	0	0/6.1	Falls down due to precautions initiated on admit	
Fall w/o Injury (Inpatient)	22	-----	13	13/22	Falls down due to precautions initiated on admit	
Fall w/o Injury Rate (ED)	0	≤5	0	0/0	No change from 2022	
Fall w/o Injury (ED)	3	-----	0	0/3	Falls down due to precautions initiated on admit	
Fall w/ Minor Injury Rate (Inpatient)	1.4	≤5	0	0/1.4	Falls down due to precautions initiated on admit	
Fall w/ Minor Injury (Inpatient)	5	-----	6	6/5	Falls with minor injury up, these make up any bruising/skin tears or abrasions	
Fall w/ Minor Injury Rate (ED)	0	≤5	0	0/0	No change from 2022	
Fall w/ Minor Injury (ED)	0	-----	0	0/0	No change from 2022	
Fall w/ Major Injury Rate (Inpatient)	0.3	0.5%	0	0/0.3	Falls down due to precautions initiated on admit	
Fall w/ Major Injury (Inpatient)	1	-----	0	0/1	Falls down due to precautions initiated on admit	
Fall w/ Major Injury Rate (ED)	0	0.5%	0	0/0	No change from 2022	
Fall w/ Major Injury (ED)	0	-----	0	0/0	No change from 2022	
Mortality Rate	6%	10%	0	0/6%	Mortality rate down due to overall to less than 10%, less full code patients during the year	
ED Mortality Rate	9	-----	14	14/9	Increase in ED mortality rate, increase in patients presenting to the ED requiring Full Code services, very high acuity cases with unsuccessful outcome	
OPO Notifications	95%	100%	93%	93%/95%	Notifications down, one new nurse unaware of exact reporting requirements. Education was provided with no further issues in reporting times	

## Nursing

The Hospital has a well-organized nursing staff that strives to provide quality patient care. The quality program evaluates nursing quality measures on an annual basis and has standardized quality measures that includes critical tests/labs and Code Blue due to the risk to patient safety that are analyzed and reported to the Quality Committee monthly.

Critical Lab reporting process adjusted and monitored closely for improved reporting process during 2023. Code Blue numbers down for 2023.

Criteria	2022	Benchmark	2023	CY/PY
Critical Tests/Labs	90%	90%	97%	97%/90%
Code Blue	12	-----	6	6/12

## Emergency Department

The Hospital's Emergency Department (ED) is focused on delivering safe and effective healthcare to those patients who present to the ED seeking emergency medical services. To ensure high quality services are provided to ED patients the Hospital performs an analysis and evaluation of quality measures that include but are not limited to low volume high risk conditions such as Stroke and STEMI, EMTALA indicators, and regulatory measures (MBQIP and EDTC).

MSE, Median time to transfers, and medical record documentation elements improved in 2023 with continued nursing education. ED readmissions increased likely due to patient compliance and lack of outpatient care follow-ups. Median ED arrival and departure time increased due to acuity of care and limited transfer mode resources.

Criteria	2022	Benchmark	2023	CY/PY
Medical Screening Examination (MSE)	99%	100%	100%	100%/99%
ED Readmission	1	2.5%	2.45%	2.45%/1
Median Time to Transfer to Another Facility for Acute Coronary Intervention (OP-3)	220 (3hr 40 min)	-----	178 min (2hr 58 min)	178/220
ED AMI Patients with ST-Segment Elevation on ECG who received Fibrinolytic Therapy (OP-2)	1	-----	0	0/1
Median Time from ED Arrival to ED Departure for Discharged ED Patients (OP-18)	89.75 min (1hr 29.75 min)	-----	105 min (1hr 45 min)	105 min / 89.75 min
Total # of patients transferred to another facility whose medical record documentation indicates all applicable 8 elements were documented and communicated to the receiving hospital in a timely manner	71%	100%	89%	89%/71%

## Pharmacy

The Hospital's pharmacy staff including the Pharmacist in Charge, Drug Room Supervisor (DRS), providers and nursing staff are committed to providing the highest level of healthcare possible to the patients who are admitted to the Hospital. Pharmacy staff strive to meet the health needs of the community and surrounding area and provide cost-effective services necessary to enhance the quality of life for patients. By understanding the constant and dramatic changes in the healthcare industry, the Pharmacy Department will continue to strive to achieve excellence through the assessment of quality metrics. The Pharmacy Department analyzes and reports quality measures that include the measurement of the non-authorized accesses after hours, Adverse Drug Reactions (ADR), Medication Errors, Medication Overrides and Controlled Drug Discrepancies to the Quality Committee monthly.

Authorized access to pharmacy, medication overrides and controlled drug discrepancies were new indicators in 2023. Medication errors up by one in 2023, continued education to nursing staff as needed for errors as well as EMR system improvements for better medication error prevention aid.

Criteria	2022	Benchmark	2023	CY/PY
Number of authorized accesses to pharmacy after hours	N/A	90%	1091	1091/ NA
Adverse Drug Reactions (ADR)	0	0	0	0/0
Medication Errors	43	-----	44	44/43
Medication Overrides	N/A	-----	924	924/ NA
Controlled Drug Discrepancies Resolved	N/A	100%	98%	98% /NA

## Radiology

The Radiology Department is responsible for the acquisition of diagnostic imaging of the human body for the purposes of studying the anatomical structures and physiological processes and performance of therapeutic procedures. The Radiology Department strives to provide cost effective, efficient, and appropriate care for all patients in need of radiologic procedures. Primary goals of the Radiology Department are to improve the quality of care through the performance of routine quality measurement and continual evaluation and improvement of key processes. To ensure sustainable patient outcomes the Radiology Department performs review and evaluation of quality measures that include but are not limited to repeated films, contrast CT scans with reaction, monitoring of radiology personnel and those personnel with out-of-range results.

Decrease in number of repeated films for the 2023 year.

Criteria	2022	Benchmark	2023	CY/PY
Number of Films repeated	68	-----	39	39/68
Number of Contrast CT scans completed with <i>reaction</i>	0	-----	0	0/0
Number of Radiology Personnel Monitored	5	-----	5	5/5
Number of Radiology Personnel without out of range results	0	-----	0	0/0

## Laboratory

The primary responsibility of the Laboratory Department is the provision of reliable and timely laboratory services, assistance to providers and nursing staff on the appropriate use of laboratory procedures, and the presentation of results within a timely manner to facilitate quality patient care. To achieve this the Laboratory Department routinely measures the number of labs repeated or rejected and the number of contaminated blood cultures for quality purposes, and continually evaluates laboratory processes for areas of improvement.

Repeated labs at 1% for the year, education provided when appropriate for draw errors. Blood contaminates down for the 2023 reporting period.

Criteria	2022	Benchmark	2023	CY/PY
Number of labs repeated or rejected	0%	<10%	1%	1% / 0%
Number of contaminated blood cultures	4%	<5%	1%	1% / 4%

## Therapy

The Rehabilitation Therapy team is an integral part of the interdisciplinary team and is primarily focused on assisting patients to maximize their potential to the extent that it enables them to return to a lower level of care or achieve their most practical level of functional independence. Through evaluations and patient specific plans of treatment/care the Rehabilitation Therapy team works to achieve these goals. As part of the quality program the Rehabilitation Therapy team focuses on reporting the following quality measures including but not limited to discharge notes, PT/OT treatment sessions, improvement standardized assessment scores and discharges with full return to documented PLOF (previous level of function).

Discharge notes discharged patients with improved assessment scores and full return to PLOF increased for 2023. PT/OT sessions completed down due to patient refusal; education provided to patients regarding the need for therapy services with refusals.

Criteria	2022	Benchmark	2023	CY/PY
Number of Discharge Notes Present within 72 hours of Discharge (except weekends & holidays)	96%	75%	100%	100% / 96%
Number of PT treatment sessions performed	96%	85%	93%	93% / 96%
Number of OT treatment sessions performed	92%	85%	89%	89 % / 92%
Number of patients discharged with improved standardized assessment scores	82%	80%	PT – 96%, OT - 98%, ST - 100% (98%)	98% / 82%
Number of discharges with full return to documented PLOF	73%	80%	84%	84% / 73 %

## Wound Care

The Hospital's Wound Care team goals include maintaining the integrity of the patient's skin which is a significant factor of the patient's health, minimizing the risks and prevention of the occurrence of skin breakdown, provision of early detection and intervention of all breakdowns evident upon admission to the Hospital and the promotion of prompt evaluation and intervention of any changes in the patient's skin integrity during their hospitalization. The Wound Care team have been uniquely trained to assist the Quality team to measure quality and patient safety measures that are related to wound care including but not limited to hospital acquired pressure ulcers and wound healing rates.

There were no patients with hospital acquired pressure ulcers for 2023 and a lower number of wounds showing improvement for 2023 due to the overall lower number in wounds for the reporting period.

Criteria	2022	Benchmark	2023	CY/PY
Number of patients that developed hospital acquired pressure ulcer(s) during stay (Stage II or higher)	1%	<5%	0%	0% / 1 %
Number of wounds that showed improvement	63	-----	40	40/63
Number of initial wound patients with assessment/pictures completed within 24 hours of admission	100%	95%	100%	100% / 100%
Number of discharge wound patients with assessment/pictures completed at discharge	100%	95%	100%	100% / 100%

## Medical Records

The Health Information Management (HIM) Department is responsible for overseeing the timely processing, completeness, and when necessary, the retrieval of all patients' medical records. The HIM Department staff ensure an accurate patient medical record through services including but not limited to processing and scanning, record retrieval and record abstraction and analysis. To ensure the quality of the patient's medical record the HIM Department measures the following quality measures including but not limited to H&Ps, Discharge Summary, Conditions of Admission, Electronic Prescribing and Legibility and reports these measures to the Quality Committee monthly.

Overall improvement in data for the year, closer monitoring, and communication with providers when documentation needs completed. Conditions of admission are a new indicator for the 2023 year. Electronic prescribing is down due to patient request for paper scripts at discharge.

Criteria	2022	Benchmark	2023	CY/PY
History & Physical (H&P) completion	99%	100%	100%	100% / 99%
Discharge Summary completion	95%	100%	100%	100% / 95%
Conditions of Admissions	N/A	100%	95%	95% / NA
Electronic Prescribing	99%	95%	97%	97% / 99%
Legibility	100%	95%	100%	100% / 100%

## Human Resources

The Human Resources Department is responsible for providing the right mix of staff for the Hospital that will be in line with the scope of services being provided to the Hospital. The Human Resources Department works in collaboration with Hospital leadership and Department Heads/Managers to select, train, and promote staff based on their relevant skills, talents and performance and provide training and development for all staff to enable them to achieve the highest level of skills possible thereby increasing quality and patient safety. To ensure quality the Human Resources Department analyzes and evaluates quality metrics that include but are not limited to the following: 90-Day staff competency check-off, new hire orientation compliance, annual education compliance, voluntary terminations, and involuntary terminations.

Staff competencies decreased with numerous HR change overs during 2023, improved with new HR director. Annual Education compliance numbers have improved with the new employee education system that was initiated in the first quarter of 2023. Voluntary terminations increased in 2023 due to personal growth opportunities, relocation, and competitive compensation opportunities.

Criteria	2022	Benchmark	2023	CY/PY
90-Day Staff Competency Staff Check-off Completed	100%	100%	97%	97% / 100%
New Hire Orientation Compliance	100%	100%	100%	100% / 100%
Annual Education Compliance	59%	100%	92%	92% / 59%
Voluntary Terminations	11		21	21/11
Involuntary Terminations	10		2	2/10



## Life Safety and Emergency Preparedness

The Life Safety Program is vital to the safety of the Hospital and patients through minimizing the risks of a utility failure related to a utility system such as electrical, natural gas, medical gases, water, etc. and ensuring there are procedures in place in the event of such a failure; development of security procedures to protect patients, staff and visitors from harm during any type of security event; implementation of a fire management plan to minimize the risks of fire; and development and implementation of an equipment plan to manage the risk associated with the use of medical equipment.

The Emergency Preparedness Program is responsible for ensuring a timely, integrated, and coordinated response to a wide range of natural and man-made disasters that may disrupt normal operations and require a preplanned response. This is done in a manner that ensure protection, health and safety of patients, visitors and Hospital staff that is coordinated with the local community-wide response to a large-scale disaster.

Each program performs an analysis and evaluation of program specific quality measures to ensure patient safety and minimize risks to the Hospital that include but are not limited to monitoring fire drills, fire extinguisher checks and completion of emergency preparedness orientation education.

Fire drills and extinguisher checks remain at 100% for 2023. EP orientation decreased with HR change over and communication deficit with new employee education, HR and EP have resolved this issue.

Criteria	2022	Benchmark	2023	CY/PY
Number of fire drills completed	100%	100%	100%	100% / 100%
Number of monthly fire extinguisher checks completed	100%	100%	100%	100% / 100%
Number of new employees with documented completed EP orientation	100%	100%	87%	87% / 100%

## Dietary

The Dietary Department is responsible for providing a program that meets the nutritional needs for all patients during their hospitalization while considering the patient's individual eating habits which are sometimes influenced by the patient's cultural or religious background. The Dietary Department collaborates with the Quality team to ensure food service quality measures are being appropriately assessed and measured. The dietary quality measures include but are not limited to the following: weekly and daily cleaning schedules, sanitizer logs and rinse temperatures.

Weekly cleaning schedules, daily cleaning schedules and PPM sanitizer log are new measures to 2023. Rinse temperatures are at 100% for the year.



Criteria	2022	Benchmark	2023	CY/PY
Weekly cleaning schedules completed and documented	N/A	100%	97%	97% / NA
Daily cleaning schedules completed and documented	N/A	100%	100%	100% / NA
PPM Sanitizer documented 3 times daily and logged	N/A	100%	100%	100% / NA
Rinse Temperatures documented	98%	100%	100%	100% / 98%

## Respiratory Therapy

The Respiratory Therapy Department provides care and treatment for all patients in all stages of diseases and assists the patient and healthcare team with many different types of breathing disorders and problems. To ensure the safety of these patients the Respiratory Therapy Department develops and implements quality measures that includes but is not limited to the monitoring of ventilator days, patients who are on the ventilator at least seven (7) days in the weaning program and weaned a minimum of two (2) days prior to discharge, and the number of unplanned patients decannulations.

Ventilator days increased significantly for 2023 due to patients in the first half of the year requiring a ventilator, one patient was successfully weaned.

Criteria	2022	Benchmark	2023	CY/PY
Total number of ventilator days	9	-----	70	70/9
Number of patients on ventilator at least 7 days, in the weaning program & weaned a minimum of 2 days prior to discharge and at the time of discharge	0	-----	1	1/0
Number of unplanned patient decannulations	0	-----	0	0/0

## Employee Health

Employee Health is dedicated to ensuring a culture of healthcare personnel (HCP) safety and the prevention of infectious disease transmission among healthcare personnel and patients in all healthcare settings. The Employee Health program is aimed at reducing risks for acquiring infections on the job (e.g., immunizing HCP, use of PPE, sharps safety) and managing HCP infectious exposures and illnesses that prevent the transmission of infectious diseases from potentially infectious HCP to patients, HCP, and others. As part of the quality program Employee Health monitors the quality of the Employee Health program through quality measures that include review of employee injuries, employee influenza vaccine compliance and employee COVID-19 vaccine compliance.

Employee injuries decreased by one in 2023, with continued education on workplace safety. Flu vaccine compliance remains the same through 2023. COVID vaccine compliance monitoring is no longer a requirement in 2023.

Criteria	2022	Benchmark	2023	CY/PY
Employee Injuries	9	-----	8	8/9
Employee Influenza Vaccine Compliance	51	-----	51	51/51
Employee COVID-19 Vaccine Compliance	81%	100%	N/A	NA / 81%

### Activities, Changes and/or Services Added During 2023

- Kelley Martinez CEO – June 27, 2023
- Nick Walker CNO – July 27, 2023

### Policies

Date	Policy/Form#	Name of Policy/Form
01/2023		Respiratory Manual (see TOC)
01/2023	FMCOM-002	Compliance Officer Appointment
01/2023	FMIC-001	Infection Preventionist Authority and Appointment Statement
01/2023	FMQM-002	Risk Manager Appointment
03/2023	380.0	Medical Records Policy
03/2023	FMEH-016	Respiratory Protection Program Hazard Assessment
03/2023		TB Risk Assessment for 2022
03/2023	BSO-0xx	Conditions of Admissions
03/2023	C-10A	HIPAA Privacy Officer Appointment
03/2023		Conditions of Admission Form
03/2023	HRD047	Social Media Policy
04/2023		AMA/LWBS Review Tool
05/2023	BSO-002	Employee VIP-Self Pay Discount Policy
05/2023	EHP-003	Employee Occupational Illness and Injury
05/2023	EHPR-001	Employee Health Standing Orders
05/2023	HIM-008	Scanning Documents into the EHR
05/2023	HIM-009	Access Maintenance HER
05/2023	HIM-015	Discharge Summary Content Management
05/2023	HIM-016	Signing of a Death Certificate
05/2023	HIM-017	DC Record Reconciliation and Scanning
05/2023	HIM-018	Incomplete Records Policy
05/2023	HIM-024	Clinical Records Requirements, Standards and Content
05/2023	HIM-027	Location Security Maintenance and Destruction of Medical Records
05/2023		INP Audit Sheet
05/2023		Mortality Review Tool
05/2023		OBS Audit Sheet
05/2023		Swing Bed Audit Sheet
06/2023		340B Drug Policy Reformatted
08/2023		Administration Policy Manual (see TOC)
08/2023	FMDR-0xx	Immediate Use IV Compounding Skills Competency

08/2023	DRS-031	IV Compounding for Immediate Use and Preparation Area	Item 7.
08/2023	Lab 310	Critical Lab Value Sheet	
08/2023		MRMC Generic Provider Time Sheet	
08/2023		Provider Time Sheets Policy	
09/2023		Corporate Cardholder Policy	
09/2023		Corporate Cardholder Policy Attachment	
09/2023	EHP-008	Staff Influenza Vaccine Program	
09/2023		Corporate Credit Card Use Agreement	
09/2023	ICP-015	Seasonal Influenza	
09/2023		Hazard and Vulnerability Assessment	
10/2023	DRS-015	Drug Diversion Policy	
10/2023	FMDR-0xx	Behavioral Observation Checklist	
10/2023	FMDR-0xx	Medication Error and Near Miss Report	
10/2023	FMNR-0xx	Corporate Patient Belongings List	
10/2023	FMNR-037	Patient Valuables Record Form	
10/2023	FMNR-038	Lost and Found Property Report	
10/2023	FMNR-039	Lost and Found Log	
10/2023	FMNR-040	Temporary Absence Release Form	
10/2023	NUR-028	Patient Belongings and Valuables	
10/2023	NUR-029	Temporary Absence Release for Patients	
10/2023	NUR-030	Intravenous Extravasation Management and Treatment	
10/2023		Nursing Education – Personal Belonging and Valuables	
10/2023		On Call and Call Back Responsibilities for Radiology	

### Contracted Services

In 2023, the Hospital had 71 active contracts and agreements. Through the contract review process 71 contracts were reviewed, and 68 were retained by the Hospital. A central log is maintained of all contracts is maintained by Compliance and Administration. Following the review process, the contracts that were not retained in 2023 were the following:

- The Compliance Team Agreement - 3rd party Accredited RHC Survey for MFC
- InQDocs and InQuiSeek Agreement - RHC survey ready services and RHC policy management System for RHC
- Commercial Medical Electronics Maintenance Agreement

### Education & Training

Date	Title/Main Objectives	Audience
1/17/23	PPE use, Hand-Hygiene, and Transmission-Based Precautions	CNAs
1/26/23	Collection of laboratory specimens in CPSI	Respiratory and Nursing
2/9/2023	Updated Covid-19 Medication and Treatment Guidelines	HCPs and Clinical Staff
2/10/2023	CareLearning online education program launched	All Staff

2/27/2023	EZ-IO inservice and training	Nursing, Respiratory therapy	Item 7.
3/30/2023	1st Quarter Mandatory Skills and Education modules: a. Foley Care and Maintenance/Preventing CAUTI. b. CVCs and PICC lines. c. Non-Ventilator Hospital-Acquired Pneumonia Vasopressors. d. Inotropic Agents.	Nursing	
4/5/2023	a. New IUC securement devices to include use and rationale. b. New initiative: use of 2% CHG wipes for IUC care and rationale.	Nursing	
4/11/2023	Active Shooter Training	All staff	
4/25/2023	Lunch-n-Learn: Wound Care Essentials with Dianne	Nursing	
5/15/2023	Ventilator & Respiratory Competencies New Admission Guidelines per Cohesive COVID-19 task force	Nursing	
6/6/2023	Sepsis Care & Management for the Adult Patient	Nursing	
6/15/2023	Dynamic Access PICC education ACLS/PALS	Nursing Nursing/Respiratory	
6/16/2023	Electronic Devices policy (Read and Sign)	All Staff	
6/21/2023	Lunch-n-Learn: UTI and Treatment with Dr. Rumsey	Nursing	
7/24/2023	Q2 competencies and checkoffs: 1. Bolus/Gravity tube feeding 2. Continuous/Pump tube feeding 3. TPN/Lipids Administration 4. Transmission-based Precautions (test only) 5. PICC line displacement - what to do (Verbal) 6. IUC and CVC line necessity charting in CPSI (Verbal)	Nursing	
9/28/2023	OHA Infection Prevention Bootcamp	IP	
9/30/2023	Influenza and immunization education	All Staff	
10/01/2023	ACLS/PALS	Nursing, Respiratory	
10/11/2023	Hand hygiene/PPE	All Staff	
12/5/2023- 12/7/2023	Nursing Skills fair: 1.) Blood transfusion 2.) Sepsis and CPSI documentation 3.) CAUTI Prevention 4.) PICC maintenance 5.) PPE/Hand Hygiene/Isolation 6.) Pharmacy IV compounding/Med Dispense	Nursing	

## Performance Improvement Projects

Problem/Opportunity	Improvements	Results
<i>Stroke</i>		
The Emergency Department will decrease the door to transfer time to < 60 minutes for all stroke patients who present to the Emergency Department at least 65% of the time or greater by December 2023.	Stroke documentation now in CPSI	Documentation improvements with EMR updates, delay in transfers remains an issue due to limited transportation/weather inhibiting ability to transportation
<i>STEMI/CP</i>		
The Emergency Department will decrease the door to transfer time to < 60 minutes for all STEMI patients who present to the Emergency Department at least 80% of the time or greater by December 2023.	CP documentation now in CPSI	Documentation improvements with EMR updates, delay in transfers remains an issue due to limited transportation/weather inhibiting ability to transportation

## Surveys

Type of Survey	Results of Survey	Actions Taken
07/12/2023 – Pt care complaint	No findings	N/A
11/15/2023 – Life Safety Complaint	No findings	N/A

## Root Cause Analysis

No RCAs were conducted in 2023.

## Blood Utilization

Date	# of Transfusion Episodes	# of Blood Products	Transfusion Reaction
January 2023	None	None	None
February 2023	3	7	None
March 2023	2	2	None
April 2023	1	2	None
May 2023	2	4	None
June 2023	2	4	None
July 2023	5	10	1
August 2023	4	7	None
September 2023	3	11	None
October 2023	3	6	None
November 2023	0	0	None
December 2023	2	7	None

## Facility/Equipment Issues/Concerns

Date	Brief Description of Issue	Action(s) Taken	PM Report Summary
01/2023	None		
02/2023	None		
03/2023	None		
04/2023	None		
05/2023	None		
06/2023	None		
07/2023	None		
08/2023	None		
09/2023	None		
10/2023	None		
11/2023	None		
12/2023	None		

Date	Type of Drill	Emergency Disaster Event
01/2023	None	
02/2023	None	Code Silver
03/18/2023	Fire Drill	
04/2023	None	
05/2023	None	
06/25/2023	Fire Drill	
07/2023	None	Power Outage
08/2023	None	Power Outage Internet Outage
09/28/2023	Fire Drill	
10/2023	None	
11/2023	None	MRSE Region 3 Drill
12/31/2023	Fire Drill	

03/30/2023 – Code Silver; initiated for patient safety. Areas of improvement; need for improved communication between team leaders and administrative staff. Staff have been educated on proper contact chain in the event of a patient safety event.

07/13/2023 – Power Outage; town/surrounding areas affected by outage, generator working for back up. Administration in contact with City for updates. Generator checks are done routinely in the event of unavoidable power outage.

08/11/2023 – Power Outage; town/surrounding areas affected by outage, generator working for back up. Administration in contact with City for updates. Generator checks are done routinely in the event of unavoidable power outage.

08/15/2023 – Internet Outage; began as a drill however internet would not return, documents for patient care are now printed for back up in the event of internet outage so as to not interrupt patient care.

**Mandatory Routine Inspections**

Item 7.

Date	Inspection Type	Results
1/29/23	Generator/Transfer Switch Check	Good
2/26/23	Generator/Transfer Switch Check	Good
3/31/23	Generator/Transfer Switch Check	Good
4/29/23	Generator/Transfer Switch Check	Good
5/27/23	Generator/Transfer Switch Check	Good
6/25/23	Generator/Transfer Switch Check	Good
7/22/23	Generator/Transfer Switch Check	Good
8/20/23	Generator/Transfer Switch Check	Good
9/24/23	Generator/Transfer Switch Check	Good
10/28/23	Generator/Transfer Switch Check	Good
11/26/23	Generator/Transfer Switch Check	Good
12/17/23	Generator/Transfer Switch Check	Good

**Staffing**

	New Employee	Voluntary Separations	Involuntary Separations	Open Positions
01/2023	3	2	0	8
02/2023	3	1	0	5
03/2023	3	3	0	8
04/2023	0	1	0	8
05/2023	3	5	0	8
06/2023	2	2	0	8
07/2023	4	1	0	6
08/2023	5	2	0	1
09/2023	1	1	0	0
10/2023	1	1	0	5
11/2023	2	1	1	5
12/2023	2	1	1	5

**Medical Staff Appointments**

Date	Credentialing Update	New Appointment
01/2023	Heartland Pathologist as follows: Mary Holmboe, MD Ruth Oneson, MD Ricky Reaves, MD Barry Rockler, MD Sherrita Wilson, MD	DIA – Associates as follows: Gregory Bradley, DO Nicholas Bull, DO Oliver Cvitanic, MD Frank Hebroni, MD Catherine Shaeffer, MD Natalia Solomon, MD Soumya Vempalle, MD
02/2023	Benjamin Love, MD Greg Morgan, MD	Amy Sims, APRN



	Kenna Wenthold, APRN		Item 7.
03/2023	None		
04/2023	None		
05/2023	Suresh Chandrasekaran, MD		
06/2023	None		
07/2023	Jeff Brand, PA		
08/2023	None		
09/2023	Fei-Ling, Yeh, DO		
10/2023	None		
11/2023	Barry Davenport, MD Trent Elliott, DO	DIA-Associates, INC are as follows: Jeremiah Daniel, DO Nancy Emelife, MD Mehyar Hefazi-Torghabeh, MD Austin Marsh, MD Jessica Millslap, MD Aubrey Jade Slaughter, MD	
12/2023	None		

**Approval of 2023 Annual Quality Evaluation**

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\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
*Quality Manager* *Date*

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
*Medical Director* *Date*

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
*Governing Board Member* *Date*

**ANNUAL TB RISK ASSESSMENT FMIC-014****Name of Hospital:** MANGUM REGIONAL MEDICAL CENTER**TB Risk Assessment for Calendar Year:** 2023**Completed By:** Meghan Smith RN, IC**Appendix B. Tuberculosis (TB) risk assessment worksheet**

This model worksheet should be considered for use in performing TB risk assessments for health-care facilities and nontraditional facility-based settings. Facilities with more than one type of setting will need to apply this table to each setting.

<b>Scoring</b> $\sqrt{\text{or Y}} = \text{Yes}$ <b>X or N = No</b> <b>NA = Not Applicable</b>
--

**1. Incidence of TB**

What is the incidence of TB in your community (county or region served by the health-care setting), and how does it compare with the state and national average? What is the incidence of TB in your facility and specific settings and how do those rates compare? (Incidence is the number of TB cases in your community the previous year. A rate of TB cases per 100,000 persons should be obtained for comparison.)* This information can be obtained from the state or local health department.	Community rate: <b>18.0</b> State rate: <b>1.6</b> National rate: <b>2.9</b> Facility rate: <b>0.0</b> Department 1 rate <b>0.0</b> Department 2 rate <b>0.0</b> Department 3 rate <b>0.0</b>		
Are patients with suspected or confirmed TB disease encountered in your setting (inpatient and outpatient)?	<b>No</b>		
If yes, how many patients with suspected and confirmed TB disease are treated in your health-care setting in 1 year (inpatient and outpatient)? Review laboratory data, infection-control records, and databases containing discharge diagnoses.	<b>Year</b>	<b>No. patients</b>	
		<b>Suspected</b>	<b>Confirmed</b>
	1 year ago	<b>0</b>	<b>0</b>
	2 years ago	<b>0</b>	<b>0</b>
	5 years ago	<b>0</b>	<b>0</b>
If no, does your health-care setting have a plan for the triage of patients with suspected or confirmed TB disease?	<b>Yes</b>		
Currently, does your health-care setting have a cluster of persons with confirmed TB disease that might be a result of ongoing transmission of <i>Mycobacterium tuberculosis</i> within your setting (inpatient and outpatient)?	<b>No</b>		

**2. Risk Classification**

<b>Inpatient settings</b>	
How many inpatient beds are in your inpatient setting?	<b>18</b>
How many patients with TB disease are encountered in the inpatient setting in 1 year? Review laboratory data, infection-control records, and databases containing discharge diagnoses.	<b>Previous year: 0</b> <b>5 years ago: 0</b>
Depending on the number of beds and TB patients encountered in 1 year, what is the risk classification for your inpatient setting? (See Appendix C.)	<b>Low risk</b>
Does your health-care setting have a plan for the triage of patients with suspected or confirmed TB disease?	<b>Yes</b>
<b>Outpatient settings</b>	
How many TB patients are evaluated at your outpatient setting in 1 year? Review laboratory data, infection-control records, and databases containing discharge diagnoses.	<b>Previous year: 0</b> <b>5 years ago: 0</b>
Is your health-care setting a TB clinic? (If yes, a classification of at least medium risk is recommended.)	<b>No</b>

Does evidence exist that a high incidence of TB disease has been observed in the community that the health-care setting serves?	<b>No</b>
Does evidence exist of person-to-person transmission of <i>M. tuberculosis</i> in the health-care setting? (Use information from case reports. Determine if any tuberculin skin test [TST] or blood assay for <i>M. tuberculosis</i> [BAMT] conversions have occurred among health-care workers [HCWs]).	<b>No</b>
Does evidence exist that ongoing or unresolved health-care-associated transmission has occurred in the health-care setting (based on case reports)?	<b>No</b>
Is there a high incidence of immunocompromised patients or HCWs in the health-care setting?	<b>No</b>
Have patients with drug-resistant TB disease been encountered in your health-care setting within the previous 5 years?	<b>No</b>
When was the first time a risk classification was done for your health-care setting?	<b>March 2021</b>
Considering the items above, would your health-care setting need a higher risk classification?	<b>No</b>
Depending on the number of TB patients evaluated in 1 year, what is the risk classification for your outpatient setting? (See Appendix C)	<b>Low risk</b>
Does your health-care setting have a plan for the triage of patients with suspected or confirmed TB disease?	<b>Yes</b>
<b>Nontraditional facility-based settings – N/A</b>	
How many TB patients are encountered at your setting in 1 year?	Previous year 5 years ago
Does evidence exist that a high incidence of TB disease has been observed in the community that the setting serves?	Yes No
Does evidence exist of person-to-person transmission of <i>M. tuberculosis</i> in the setting?	Yes No
Have any recent TST or BAMT conversions occurred among staff or clients?	Yes No
Is there a high incidence of immunocompromised patients or HCWs in the setting?	Yes No
Have patients with drug-resistant TB disease been encountered in your health-care setting within the previous 5 years?	Yes No Yes
When was the first time a risk classification was done for your setting?	
Considering the items above, would your setting require a higher risk classification?	Yes No
Does your setting have a plan for the triage of patients with suspected or confirmed TB disease?	Yes No
Depending on the number of patients with TB disease who are encountered in a nontraditional setting in 1 year, what is the risk classification for your setting? (See Appendix C)	<input type="radio"/> Low risk <input type="radio"/> Medium risk <input type="radio"/> Potential ongoing transmission

### 3. Screening of HCWs for *M. tuberculosis* Infection

Does the health-care setting have a TB screening program for HCWs?	<b>Yes</b>
If yes, which HCWs are included in the TB screening program? (Check all that apply.) <input type="checkbox"/> Physicians	<input type="checkbox"/> Janitorial staff <input type="checkbox"/> Maintenance or engineering staff <input type="checkbox"/> Dietary staff <input type="checkbox"/> Receptionists

<ul style="list-style-type: none"> <li>o Mid-level practitioners (nurse practitioners [NP] and physician's assistants [PA])</li> <li>o Nurses</li> <li>o Administrators</li> <li>o Laboratory workers</li> <li>o Respiratory therapists</li> <li>o Physical therapists</li> <li>o Contract staff</li> </ul>	
Is baseline skin testing performed with two-step TST for HCWs?	<b>Yes</b>
Is baseline testing performed with QFT or other BAMT for HCWs?	<b>No</b>
How frequently are HCWs tested for <i>M. tuberculosis</i> infection?	<b>Upon hire and at exposure</b>
Are the <i>M. tuberculosis</i> infection test records maintained for HCWs?	<b>Yes</b>
Where are the <i>M. tuberculosis</i> infection test records for HCWs maintained? Who maintains the records?	<b>1. IP Office; in a locked cabinet in a locked room.</b> <b>2. IP RN</b>
If the setting has a serial TB screening program for HCWs to test for <i>M. tuberculosis</i> infection, what are the conversion rates for the previous years? † <div style="display: flex; justify-content: space-between;"> <span><b>1 year ago: 0</b></span> <span><b>4 years ago: Data unobtainable</b></span> </div> <div style="display: flex; justify-content: space-between;"> <span><b>2 years ago: 0</b></span> <span><b>5 years ago: Data unobtainable</b></span> </div> <div style="display: flex; justify-content: space-between;"> <span><b>3 years ago: 0</b></span> </div>	
Has the test conversion rate for <i>M. tuberculosis</i> infection been increasing or decreasing, or has it remained the same over the previous 5 years? (check one)	<b>No change</b>
Do any areas of the health-care setting (e.g., waiting rooms or clinics) or any group of HCWs (e.g., lab workers, emergency department staff, respiratory therapists, and HCWs who attend bronchoscopies) have a test conversion rate for <i>M. tuberculosis</i> infection that exceeds the health-care setting's annual average?	<b>No</b>
For HCWs who have positive test results for <i>M. tuberculosis</i> infection and who leave employment at the health setting, are efforts made to communicate test results and recommend follow-up of latent TB infection (LTBI) treatment with the local health department or their primary physician?	<b>Yes</b>

#### 4. TB Infection-Control Program

H. TB Infection Control Program	
Does the health-care setting have a written TB infection-control plan?	<b>Yes</b>
Who is responsible for the infection-control program?	<b>Infection Preventionist</b>
When was the TB infection-control plan first written?	<b>May 2021</b>
When was the TB infection-control plan last reviewed or updated?	<b>March 2023</b>
Does the written infection-control plan need to be updated based on the timing of the previous update (i.e., >1 year, changing TB epidemiology of the community or setting, the occurrence of a TB outbreak, change in state or local TB policy, or other factors related to a change in risk for transmission of <i>M. tuberculosis</i> )?	<b>Yes</b>
Does the health-care setting have an infection-control committee (or another committee with infection control responsibilities)?	<b>Yes</b>
If yes, which groups are represented on the infection-control committee? (Check all that apply.) <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> <input type="checkbox"/> <b>Physicians</b> </div> <div> <input type="checkbox"/> <b>Laboratory personnel</b> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> <input type="checkbox"/> <b>Administrators</b> </div> <div> <input type="checkbox"/> <b>Other</b> </div> </div>	

<ul style="list-style-type: none"> <li>o Nurses</li> <li>o Pharmacists</li> </ul>	<ul style="list-style-type: none"> <li>o Quality/Risk control (QC)</li> <li>o Others: Dietary, EVS, Plant-ops, Respiratory Therapists, Radiology techs</li> </ul>
If no, what committee is responsible for infection control in the setting?	N/A

**5. Implementation of TB Infection-Control Plan Based on Review by Infection-Control Committee**

Has a person been designated to be responsible for implementing an infection-control plan in your health-care setting? If yes, list the name:	Meghan Smith RN, IC
<p>Based on a review of the medical records, what is the average number of days for the following: <b>No TB patients available to review.</b></p> <ul style="list-style-type: none"> <li>• Presentation of patient until collection of specimen</li> <li>• Specimen collection until receipt by laboratory</li> <li>• Receipt of specimen by laboratory until smear results are provided to health-care provider _____</li> <li>• Diagnosis until initiation of standard antituberculosis treatment</li> <li>• Receipt of specimen by laboratory until culture results are provided to health-care provider _____</li> <li>• Receipt of specimen by laboratory until drug-susceptibility results are provided to health-care provider</li> <li>• Receipt of drug-susceptibility results until adjustment of antituberculosis treatment, if indicated</li> <li>• Admission of patient to hospital until placement in airborne infection isolation (AII) _____</li> </ul>	
Through what means (e.g., review of TST or BAMT conversion rates, patient medical records, and time analysis) are lapses in infection control recognized?	<b>Review of medical records, monitoring lab and culture results</b>
What mechanisms are in place to correct lapses in infection control?	<b>Just-in-time education, procedure review and adjustments if needed.</b>
Based on measurement in routine QC exercises, is the infection-control plan being properly implemented?	<b>Yes</b>
Is ongoing training and education regarding TB infection-control practices provided for HCWs?	<b>Yes</b>

**6. Laboratory Processing of TB-Related Specimens, Tests, and Results Based on Laboratory Review**

Which of the following tests are either conducted in-house at your health-care setting's laboratory or sent out to a reference laboratory?	In-house	Sent out
Acid-fast bacilli (AFB) smears		<b>x</b>
Culture using liquid media (e.g., Bactec and MB-BacT)		<b>x</b>
Culture using solid media		<b>x</b>
Drug-susceptibility testing		<b>x</b>
Nucleic acid amplification (NAA) testing		<b>x</b>
<p>What is the usual transport time for specimens to reach the laboratory for the following tests?</p> <p>AFB smears _____ <b>&lt; 24 hrs</b></p> <p>Culture using liquid media (e.g., Bactec, MB-BacT) _____ <b>&lt; 24 hrs</b></p> <p>Culture using solid media _____ <b>&lt; 24 hrs</b></p> <p>Drug-susceptibility testing _____ <b>&lt; 24 hrs</b></p> <p>Other (specify) _____ <b>N/A</b></p> <p>NAA testing _____ <b>&lt; 24 hrs</b></p>		
Does the laboratory at your health-care setting or the reference laboratory used by your health-care setting report AFB smear results for all patients within 24 hours of receipt of specimen? What is the procedure for weekends?	<b>No</b> <b>Same as during weekdays; no changes for weekends.</b>	

**7. Environmental Controls**

Which environmental controls are in place in your health-care setting? (Check all that apply and describe)

Environmental controlDescription**x AII rooms****Rm 13**

o Local exhaust ventilation (enclosing devices and exterior devices)

**N/A**o General ventilation (e.g., **single-pass system**, recirculation system.)**Single Pass**

o Air-cleaning methods (e.g., high-efficiency particulate air [HEPA] filtration and ultraviolet germicidal irradiation [UVGI])

**N/A**

What are the actual air changes per hour (ACH) and design for various rooms in the setting?

**Room: 13****ACH: 14.20****Design: Negative Pressure/  
Single-pass ventilation**Which of the following local exterior or enclosing devices such as exhaust ventilation devices are used in your health-care setting? (Check all that apply) **N/A**

o Laboratory hoods

o Booths for sputum induction

o Tents or hoods for enclosing patient or procedure

What general ventilation systems are used in your health-care setting? (Check all that apply)

**x Single-pass system**

o Variable air volume (VAV)

o Constant air volume (CAV)

o Recirculation system

o Other \_\_\_\_\_

What air-cleaning methods are used in your health-care setting? (Check all that apply)

HEPA filtration

o Fixed room-air recirculation systems

o Portable room-air recirculation systems

UVGI

o Duct irradiation

o Upper-air irradiation

o Portable room-air cleaners

How many AII rooms are in the health-care setting?

**1 AII (2 additional negative-pressure rooms: OR 2 and Room 12 with single-pass ventilation system)**

What ventilation methods are used for AII rooms? (Check all that apply)

Primary (general ventilation):**x Single-pass heating, ventilating, and air conditioning (HVAC)**

o Recirculating HVAC systems

Secondary (methods to increase equivalent ACH): **N/A**

o Fixed room recirculating units

o HEPA filtration

o UVGI

o Other (specify) \_\_\_\_\_

Does your health-care setting employ, have access to, or collaborate with an environmental engineer (e.g., professional engineer) or other professional with appropriate expertise (e.g., certified industrial hygienist) for consultation on design specifications, installation, maintenance, and evaluation of environmental controls?

**No**

Are environmental controls regularly checked and maintained with results recorded in maintenance logs?

**Yes**

Are AII rooms checked daily for negative pressure when in use?

**Yes**

Is the directional airflow in AII rooms checked daily when in use with smoke tubes or visual checks?	<b>Yes</b>
Are these results readily available?	<b>Yes</b>
What procedures are in place if the AII room pressure is not negative?	<b>Per Plant Ops Director to evaluate and develop plan of action.</b>
Do AII rooms meet the recommended pressure differential of 0.01-inch water column negative to surrounding structures?	<b>Yes</b>

**8. Respiratory-Protection Program**

Does your health-care setting have a written respiratory-protection program?	<b>Yes</b>
Which HCWs are included in the respiratory protection program? (Check all that apply) <input type="checkbox"/> Physicians <input type="checkbox"/> Mid-level practitioners (NPs and PAs) <input type="checkbox"/> Nurses <input type="checkbox"/> Administrators <input type="checkbox"/> Laboratory personnel <input type="checkbox"/> Contract staff <input type="checkbox"/> Janitorial staff <input type="checkbox"/> Maintenance or engineering staff <input type="checkbox"/> Dietary staff <input type="checkbox"/> Ancillary staff (e.g., office staff,	
Are respirators used in this setting for HCWs working with TB patients? If yes, include manufacturer, model, and specific application (e.g., ABC model 1234 for bronchoscopy and DEF model 5678 for routine contact with infectious TB patients).	
<u>Manufacturer</u> <b>3M</b> <b>3M</b>	<u>Model</u> <b>Aura 1870+</b> <b>8210 +</b>
<u>Specific application</u> <b>Routine Contact</b> <b>Routine Contact</b>	
Is annual respiratory-protection training for HCWs performed by a person with advanced training in respiratory protection?	<b>Yes</b>
Does your health-care setting provide initial fit testing for HCWs? If yes, when is it conducted _____	<b>Yes</b> <b>Upon Hire</b>
Does your health-care setting provide periodic fit testing for HCWs? If yes, when and how frequently is it conducted? _____	<b>Yes</b> <b>Annually</b>
What method of fit testing is used? <b>Qualified fit testing by trained and qualified personnel</b>	
Is qualitative fit testing used?	<b>Yes</b>
Is quantitative fit testing used?	<b>No</b>

**9. Reassessment of TB risk**

How frequently is the TB risk assessment conducted or updated in the health-care setting?	<b>Annually or as needed</b>
When was the last TB risk assessment conducted?	<b>March 2023</b>
What problems were identified during the previous TB risk assessment? <b>N/A</b>	
1) _____	
2) _____	
3) _____	
4) _____	
5) _____	
What actions were taken to address the problems identified during the previous TB risk assessment? <b>N/A</b>	



1)	_____
2)	_____
3)	_____
4)	_____
5)	_____
Did the risk classification need to be revised as a result of the last TB risk assessment?	
<b>NO</b>	

- \* If the population served by the health-care facility is not representative of the community in which the facility is located, an alternate comparison population might be appropriate.
- † Test conversion rate is calculated by dividing the number of conversions among HCWs by the number of HCWs who were tested and had prior negative results during a certain period (see Supplement, Surveillance and Detection of *M. tuberculosis* infections in Health-Care Settings).

# Mangum Board Meeting Financial Reports

## March 31, 2024

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

Mangum Regional Medical Center  
Financial Summary  
March 31, 2024

	Prior Month	Current Month	Mar-24 Year-to-Date	Mthly Avg Year-to-Date
<b>ADC (Average Daily Census)</b>	<b>12.14</b>	<b>14.45</b>	<b>11.53</b>	<b>11.53</b>
Payer Mix % (Acute):				
MCR	71.70%	61.36%	47.34%	
MCR Mgd Care	20.75%	36.36%	20.21%	
All Others	7.55%	2.27%	32.45%	
Total	100.00%	100.00%	100.00%	
Payer Mix % (SWB):				
MCR	89.63%	94.80%	87.46%	
MCR Mgd Care	10.37%	5.20%	12.54%	
All Others	0.00%	0.00%	0.00%	
Total	100.00%	100.00%	100.00%	
Operating margin	(158,066)	(116,424)	(454,682)	(151,561)
Operating Margin (Current Month vs Mthly Avg)	(6,505)	35,136		
NPR (Net Patient Revenue)	1,141,541	1,350,421	3,712,792	1,237,597
NPR (Current Month vs Mthly Avg)	(96,056)	112,824		
Operating Expenses	1,318,214	1,483,132	4,242,273	1,414,091
Oper Exp (CM vs Mthly Avg)	(95,877)	69,041		
NPR % of Oper Exp	86.6%	91.1%	87.5%	
Patient Days	352	448	1,049	350
Oper Exp / PPD	\$ 3,745	\$ 3,311	\$ 4,044	
# of Months	1	1	3	
Cash Receipts (rnd)	708,816	1,236,158	3,132,477	1,044,159
Cash Receipts (CM vs Mthly Avg)	(335,343)	191,999		
Cash as a % of NPR (s/b 100% min)	62.1%	91.5%	84.4%	
Calendar Days	29	31	91	
Operating Exp / Day	\$ 45,456	\$ 47,843	\$ 46,618	
Cash - (unrestricted)	646,998	809,154	809,154	
Days Cash-On-Hand	14.2	16.9	17.4	
Cash - (including restricted)	646,998	809,154	809,154	
Days Cash-On-Hand	14.2	16.9	17.4	
MCR Rec (Pay) - "as stated - but to be adjusted"	(1,802,438)	(1,667,700)		
AP & Accrued Liab	14,472,763	14,831,409		
Accounts Receivable (at net)	1,482,640	1,457,086		
Per AP aging schedule (incl. accruals)	Feb-24	Mar-24	Net Change	
Account Payable - Cohesive	12,191,686	12,181,031	(10,655)	
Account Payable - Other	1,409,147	1,757,654	348,507	
Total	13,600,833	13,938,685	337,852	
Cohesive Loan	5,179,799	5,179,799	-	

Mangum Regional Medical Center  
Cash Receipts - Cash Disbursements Summary

March 2024

	Current Month	COVID	Total Less COVID	Year-To-Date	COVID	Year-To-Date Less COVID
Cash Receipts	\$ 1,236,158	\$ -	\$ 1,236,158	\$ 3,132,477	\$ -	\$ 3,132,477
Cash Disbursements	\$ (1,073,824)	\$ -	\$ (1,073,824)	\$ (3,219,503)	\$ -	\$ (3,219,503)
NET	\$ 162,334	\$ -	\$ 162,334	\$ (87,025)	\$ -	\$ (87,025)
				0.00		

	Prior Month	COVID	Total Less COVID	Prior Month YTD	COVID	Prior Month YTD Less COVID
Cash Receipts	\$ 708,816	\$ -	\$ 708,816	\$ 1,896,320	\$ -	\$ 1,896,320
Cash Disbursements	\$ (995,157)	\$ -	\$ (995,157)	\$ (2,145,679)	\$ -	\$ (2,145,679)
NET	\$ (286,341)	\$ -	\$ (286,341)	\$ (249,359)	\$ -	\$ (249,359)



April 23, 2024

**Board of Directors  
Mangum Regional Medical Center**

March 2024 Financial Statement Overview

- Statistics
  - The average daily census (ADC) for March 2024 was **14.45** – (Year-To-Date **11.53** PY fiscal year end of **11.32**).
  - Year-To-Date Acute payer mix was approximately **68%** MCR/MCR Managed Care combined & lower than the prior fiscal year end of **79%**.
  - Year-To-Date Swing Bed payer mix was **87%** MCR & **13%** MCR Managed Care. For the prior year end those percentages were **90% & 10%**, respectively.
- Balance Sheet Highlights
  - The cash balance as of March 31, 2024, inclusive of both operating & reserves, was **\$809K**. This increase of **\$162K** from February 29, 2024, balance was primarily due to an increase in patient cash receipts.
  - Days cash on hand, inclusive of reserves, was **16.9** based on March expenses.
  - Net AR decreased by **\$26K** from February.
  - Payments of approximately **\$1.07M** were made on AP (prior 3-month avg was **\$1.1M**).
  - Cash receipts were **\$527K** more than in the previous month (**\$1.2M vs \$709K**).
  - The Medicare principal balance decreased by **\$131K** due to ERS loan payments. The FY17 loan was paid-in-full in March 2024.



- Income Statement Highlights
  - Net patient revenue for March 2024 was **\$1.35M**, which is approximately an increase of **\$209K** over the prior month.
  - Operating expenses, exclusive of interest & depreciation, were **\$1.48M**.
  - 340B revenue was **\$15K** in March, a decrease of **\$2K** from the prior month. YTD revenue was **\$69K**. Net profit from this service line YTD is **\$27K**.
  
- Clinic (RHC) Income Statement Highlights - actual & projected (includes swing bed rounding):
  - Current month average visits per day = **7.4**
  - Projected operating revenues (YTD) = **\$174K**
  - Projected operating expenses (YTD) = **\$573K**
  - Projected operating loss (YTD) = **-\$399K**

**MANGUM REGIONAL MEDICAL CENTER****Admissions, Discharges & Days of Care****Fiscal Year 2024**

	12/31/2024				12/31/2023
	January	February	March	YTD	YTD
<b>Admissions</b>					
Inpatient	19	18	15	52	178
Swingbed	10	18	10	38	137
Observation	3	1	2	6	21
	32	37	27	96	336
<b>Discharges</b>					
Inpatient	20	17	12	49	178
Swingbed	8	12	8	28	132
Observation	3	1	2	6	21
	31	30	22	83	331
<b>Days of Care</b>					
Inpatient-Medicare	24	38	27	89	356
Inpatient-Other	67	15	17	99	274
Swingbed-Medicare	102	268	383	753	3,161
Swingbed-Other	56	31	21	108	340
Observation	4	1	3	8	21
	253	353	451	1,057	4,152
Calendar days	31	29	31	366	365
ADC - (incl OBS)	8.16	12.17	14.55	2.89	11.38
ADC	8.03	12.14	14.45	2.87	11.32
ER	227	237	145	609	1,677
Outpatient	106	98	103	307	1,832
RHC	177	176	148	501	1,978

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

Item 8.

	January	February	March	12/31/23	Variance
Cash And Cash Equivalents	928,483	646,998	809,154	80,298	728,856
Patient Accounts Receivable, Net	1,029,644	1,482,640	1,457,086	1,410,015	47,072
Due From Medicare	300,000	150,000	150,000	0	150,000
Inventory	255,138	261,348	267,175	259,367	7,808
Prepays And Other Assets	1,866,039	1,838,554	1,801,875	1,897,615	(95,740)
Capital Assets, Net	1,829,169	1,799,080	1,768,991	1,859,246	(90,254)
Total Assets	6,208,472	6,178,619	6,254,282	6,318,729	(64,447)
Accounts Payable	13,278,998	13,580,039	13,938,685	12,876,396	1,062,289
AHSO Related AP	892,724	892,724	892,724	892,724	0
Due To Medicare	2,086,019	1,952,438	1,817,700	2,218,453	(400,753)
Covid Grant Funds	-	-	-	0	0
Due To Cohesive - PPP Loans	-	-	-	0	0
Notes Payable - Cohesive	5,241,832	5,210,815	5,179,799	5,272,849	(93,050)
Notes Payable - Other	30,675	23,247	23,247	38,045	(14,798)
Alliantz Line Of Credit	-	-	-	0	0
Leases Payable	271,991	271,189	270,384	272,789	(2,405)
Total Liabilities	21,802,238	21,930,451	22,122,538	21,571,256	551,283
Net Assets	(15,593,766)	(15,751,832)	(15,868,256)	(15,252,526)	(615,730)
Total Liabilities and Net Assets	6,208,472	6,178,619	6,254,282	6,318,729	(64,447)



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

2022				2023			2024		
Month	Receipts	Funds	Disbursements	Month	Receipts	Disbursements	Month	Receipts	Disbursements
Jan-22	2,163,583		1,435,699	Jan-23	1,290,109	1,664,281	Jan-24	1,187,504	1,150,522
Feb-22	1,344,463	254,626	1,285,377	Feb-23	1,506,708	1,809,690	Feb-24	708,816	995,157
Mar-22	789,800		1,756,782	Mar-23	1,915,435	1,109,683	Mar-24	1,236,158	1,073,824
Apr-22	1,042,122		1,244,741	Apr-23	2,005,665	1,365,533	Apr-24		
May-22	898,311		1,448,564	May-23	1,436,542	2,237,818	May-24		
Jun-22	1,147,564		1,225,070	Jun-23	1,777,525	1,506,459	Jun-24		
Jul-22	892,142		979,914	Jul-23	1,140,141	1,508,702	Jul-24		
Aug-22	890,601		1,035,539	Aug-23	1,600,786	1,352,905	Aug-24		
Sep-22	2,225,347		1,335,451	Sep-23	1,490,569	1,295,680	Sep-24		
Oct-22	1,153,073		1,233,904	Oct-23	1,211,980	1,345,813	Oct-24		
Nov-22	935,865		1,476,384	Nov-23	985,475	1,355,224	Nov-24		
Dec-22	1,746,862		1,073,632	Dec-23	929,990	1,191,570	Dec-24		
	15,229,733	254,626	15,531,057		17,290,925	17,743,359		3,132,477	3,219,503
Subtotal FY 2022	<u>15,484,359</u>			Subtotal FY 2023	<u>17,290,925</u>		Subtotal FY 2024	<u>3,132,477</u>	

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

	Original Balance	Balance as of 03/31/24	Total Interest Paid as of 03/31/24
2016 C/R Settlement	1,397,906.00	-	205,415.96
2017 Interim Rate Review - 1st	723,483.00	-	149,425.59
2017 Interim Rate Review - 2nd	122,295.00	-	20,332.88
2017 6/30/17-C/R Settlement	1,614,760.00	-	7,053.79
2017 12/31/17-C/R Settlement	(535,974.00)	-	269,191.14
2017 C/R Settlement Overpayment	3,539,982.21	-	-
2018 C/R Settlement	1,870,870.00	-	241,040.31
2019 Interim Rate Review - 1st	323,765.00	-	5,637.03
2019 Interim Rate Review - 2nd	1,802,867.00	-	277,488.75
2019 C/R Settlement	(967,967.00)	-	-
2020 C/R Settlement	(3,145,438.00)	-	-
FY21 MCR pay (rec) estimate	(1,631,036.00)	-	-
FY22 MCR pay (rec) estimate	(318,445.36)	-	-
2016 C/R Audit - Bad Debt Adj	348,895.00	-	16,927.31
2018 MCR pay (rec) Audit est.	(34,322.00)	-	-
2019 MCR pay (rec) Audit est.	(40,612.00)	-	-
2020 MCR pay (rec) Audit	(74,956.00)	-	-
<i>FY23 (8-month IRR) L4315598</i>	95,225.46	85,960.14	9,265.32
<i>FY23 (8-month IRR) L4315599</i>	1,918,398.00	1,731,740.15	74,729.91
<i>FY23 MCR pay (rec) remaining estimate</i>	-	-	-
<i>FY24 MCR pay (rec) estimate</i>	-	(150,000.00)	-
<b>Total</b>	<b>7,009,696.31</b>	<b>1,667,700.29</b>	<b>1,276,507.99</b>

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

Item 8.

MTD					YTD			
Actual	Budget	Variance	% Change		Actual	Budget	Variance	% Change
236,205	260,956	(24,751)	-9%	Inpatient revenue	1,119,006	766,212	352,795	46%
1,741,728	1,193,612	548,116	46%	Swing Bed revenue	3,738,996	3,503,699	235,297	7%
552,340	671,566	(119,226)	-18%	Outpatient revenue	2,096,382	1,800,162	296,219	16%
196,841	184,317	12,524	7%	Professional revenue	656,937	500,433	156,504	31%
<u>2,727,115</u>	<u>2,310,452</u>	<u>416,663</u>	<u>18%</u>	Total patient revenue	<u>7,611,321</u>	<u>6,570,506</u>	<u>1,040,816</u>	<u>16%</u>
1,363,095	850,835	512,260	60%	Contractual adjustments	3,912,235	2,241,604	1,670,630	75%
-	-	-	#DIV/0!	Contractual adjustments: MCR Settlement	(150,000)	-	(150,000)	#DIV/0!
13,598	84,595	(70,996)	-84%	Bad debts	136,295	239,784	(103,489)	-43%
<u>1,376,693</u>	<u>935,429</u>	<u>441,264</u>	<u>47%</u>	Total deductions from revenue	<u>3,898,530</u>	<u>2,481,388</u>	<u>1,417,142</u>	<u>57%</u>
1,350,421	1,375,023	(24,601)	-2%	Net patient revenue	3,712,792	4,089,118	(376,326)	-9%
1,671	12,607	(10,936)	-87%	Other operating revenue	5,617	18,794	(13,177)	-70%
14,616	3,099	11,516	372%	340B REVENUES	69,182	28,313	40,869	144%
<u>1,366,708</u>	<u>1,390,729</u>	<u>(24,020)</u>	<u>-2%</u>	Total operating revenue	<u>3,787,591</u>	<u>4,136,225</u>	<u>(348,634)</u>	<u>-8%</u>
				Expenses				
472,469	393,394	79,075	20%	Salaries and benefits	1,419,016	1,158,866	260,150	22%
62,832	143,994	(81,163)	-56%	Professional Fees	183,925	431,983	(248,058)	-57%
364,102	368,478	(4,376)	-1%	Contract labor	954,069	1,082,304	(128,235)	-12%
119,963	141,523	(21,560)	-15%	Purchased/Contract services	299,622	424,349	(124,727)	-29%
225,000	225,000	-	0%	Management expense	675,000	675,000	-	0%
103,550	100,444	3,106	3%	Supplies expense	267,388	292,519	(25,132)	-9%
26,139	30,300	(4,161)	-14%	Rental expense	88,412	90,901	(2,489)	-3%
12,810	18,358	(5,548)	-30%	Utilities	53,823	55,074	(1,250)	-2%
1,841	1,085	756	70%	Travel & Meals	3,643	3,255	388	12%
10,277	7,331	2,946	40%	Repairs and Maintenance	33,151	31,592	1,559	5%
12,677	11,415	1,262	11%	Insurance expense	38,245	22,830	15,415	68%
11,834	8,187	3,647	45%	Other Expense	30,647	24,458	6,189	25%
9,880	20,773	(10,894)	-52%	340B EXPENSES	42,453	62,320	(19,866)	-32%
<u>1,433,374</u>	<u>1,470,283</u>	<u>(36,909)</u>	<u>-3%</u>	Total expense	<u>4,089,394</u>	<u>4,355,451</u>	<u>(266,057)</u>	<u>-6%</u>
<u>(66,665)</u>	<u>(79,554)</u>	<u>12,889</u>	<u>-16%</u>	EBIDA	<u>(301,803)</u>	<u>(219,226)</u>	<u>(82,577)</u>	<u>38%</u>
<u>-4.9%</u>	<u>-5.7%</u>	<u>0.84%</u>		EBIDA as percent of net revenue	<u>-8.0%</u>	<u>-5.3%</u>	<u>-2.67%</u>	
19,670	27,623	(7,952)	-29%	Interest	62,613	86,313	(23,700)	-27%
30,089	49,698	(19,609)	-39%	Depreciation	90,266	149,094	(58,828)	-39%
<u>(116,424)</u>	<u>(156,875)</u>	<u>40,450</u>	<u>-26%</u>	Operating margin	<u>(454,682)</u>	<u>(454,632)</u>	<u>(50)</u>	<u>0%</u>
-	-	-		Other	-	-	-	
-	-	-		Total other nonoperating income	-	-	-	
<u>(116,424)</u>	<u>(156,875)</u>	<u>40,450</u>	<u>-26%</u>	Excess (Deficiency) of Revenue Over Expenses	<u>(454,682)</u>	<u>(454,632)</u>	<u>(50)</u>	<u>0%</u>
<u>-8.52%</u>	<u>-11.28%</u>	<u>2.76%</u>		Operating Margin %	<u>-12.00%</u>	<u>-10.99%</u>	<u>-1.01%</u>	

**MANGUM REGIONAL MEDICAL CENTER**
**Statement of Revenue and Expense Trend - Unaudited**
**Fiscal Year 2024**
*Item 8.*

	January	February	March	April	May	June	July	August	September	October	November	December	YTD
Inpatient revenue	553,917	328,884	236,205										1,119,006
Swing Bed revenue	691,403	1,305,865	1,741,728										3,738,996
Outpatient revenue	745,496	798,546	552,340										2,096,382
Professional revenue	191,359	268,737	196,841										656,937
Total patient revenue	2,182,175	2,702,032	2,727,115	-	-	-	-	-	-	-	-	-	7,611,321
Contractual adjustments	1,194,669	1,354,471	1,363,095										3,912,235
Contractual adjustments: MCR Settlement	(300,000)	150,000	-										(150,000)
Bad debts	66,677	56,019	13,598										136,295
Total deductions from revenue	961,346	1,560,491	1,376,693	-	-	-	-	-	-	-	-	-	3,898,530
Net patient revenue	1,220,829	1,141,541	1,350,421	0	0	0	0	0	0	0	0	0	3,712,792
Other operating revenue	2,507	1,439	1,671										5,617
340B REVENUES	37,399	17,167	14,616										69,182
Total operating revenue	1,260,735	1,160,148	1,366,708	0	0	0	0	0	0	0	0	0	3,787,591
	84.7%	86.6%	91.1%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	87.5%
Expenses													
Salaries and benefits	411,278	535,269	472,469										1,419,016
Professional Fees	158,386	(37,292)	62,832										183,925
Contract labor	298,317	291,650	364,102										954,069
Purchased/Contract services	91,358	88,301	119,963										299,622
Management expense	225,000	225,000	225,000										675,000
Supplies expense	88,273	75,565	103,550										267,388
Rental expense	33,505	28,767	26,139										88,412
Utilities	25,813	15,200	12,810										53,823
Travel & Meals	-	1,802	1,841										3,643
Repairs and Maintenance	12,246	10,628	10,277										33,151
Insurance expense	12,672	12,896	12,677										38,245
Other	10,525	8,288	11,834										30,647
340B EXPENSES	21,375	11,198	9,880										42,453
Total expense	1,388,748	1,267,272	1,433,374	-	-	-	-	-	-	-	-	-	4,089,394
EBIDA	\$ (128,013)	\$ (107,125)	\$ (66,665)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(301,803)
EBIDA as percent of net revenue	-10.2%	-9.2%	-4.9%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-8.0%
Interest	22,090	20,853	19,670										62,613
Depreciation	30,089	30,089	30,089										90,266
Operating margin	\$ (180,192)	\$ (158,066)	\$ (116,424)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(454,682)
Other	-	-	-										-
Total other nonoperating income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Excess (Deficiency) of Revenue Over Expenses	(180,192)	(158,066)	(116,424)	0	0	0	0	0	0	0	0	0	(454,682)
Operating Margin % (excluding other misc. rev)	-14.29%	-13.62%	-8.52%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-12.00%

	3/31/2024
On-Site Visits -->	460
On-Site Visit / Bus Day -->	7.08

	"Annualized"
On-Site Visits -->	1,840
On-Site Visit / Bus Day -->	7.10

**Mangum Family Clinic****One Month Ended 03/31/2024**

					3
Description	YTD FS Per General Ledger	Eliminate Rev Deduct & Other Inc	Adj Rev Deduct to RHC Calc	Cost Report Allocations	RHC Financial Statements
Gross Patient Revenue	59,368	-	-	-	59,368
Less: Revenue deductions	42,013	(42,013)	(15,945)	-	(15,945)
Net Patient Revenue	101,381	(42,013)	(15,945)	-	43,423
Other Income (if any)	798	(798)	-	-	-
Operating revenue	102,179	(42,811)	(15,945)	-	43,423

FY 2024
"Annualized" RHC Financial Statements
237,472
(63,779)
173,693
-
173,693

Operating Expenses:

Salaries	10,805	-	-	-	10,805
Benefits	(349)	-	-	-	(349)
Prof Fees	750	-	-	10,380	11,130
Contract Labor	4,320	-	-	-	4,320
Purch Serv	14,714	-	-	-	14,714
Supplies	1,197	-	-	-	1,197
Rent	7,367	-	-	-	7,367
Utilities	1,975	-	-	-	1,975
Repairs	418	-	-	-	418
Other	311	-	-	-	311
Insurance	676	-	-	-	676
Travels & Meals	924	-	-	-	924
Management Fee Direct Exp	-	-	-	34,621	34,621
Critical Access Hospital Overhead Allocation (a)	-	-	-	55,234	55,234
Total Operating Expenses	43,108	-	-	100,235	143,343
<b>Net Income (loss)</b>	<b>59,071</b>	<b>(42,811)</b>	<b>(15,945)</b>	<b>(100,235)</b>	<b>(99,920)</b>

43,221
(1,397)
44,520
17,280
58,855
4,787
29,470
7,898
1,672
1,245
2,705
3,695
138,484
220,936
573,371
(399,678)

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

## Mangum RHC Reimbursement Analysis

4

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

7.2

7.4

One Month Ended 03/31/2024

VOLUMES: Current Month				
Payer	Clinic (On-Site)	Telehealth	Swing-Bed (a)	TOTAL
MCR	31		3	34
MCR Managed Care	3		1	4
Medicaid	47			47
BCBS	19			19
Commercial	38			38
Self-Pay	6			6
Other	-			-
	144	-	4	148

VOLUMES: Year-To-Date 02-29-24				
Clinic (On-Site)	Telehealth	Swing-Bed (a)	TOTAL	
95		21	116	
19		17	36	
164			164	
65			65	
93			93	
24		3	27	
-			-	
460	-	41	501	

Projected Reimbursement Rate				
MCR	\$ 95.37	\$ -	\$ 95.37	
MCR Managed Care	\$ 95.37	\$ -	\$ 95.37	338.62
Medicaid	\$ 95.37	\$ -	\$ 95.37	
BCBS	\$ 73.00		\$ -	51.51
Commercial	\$ 73.00		\$ -	72.45
Self-Pay	\$ 73.00		\$ -	11.93
Other	\$ 73.00		\$ -	135.7

Projected Reimbursement				
9,060	-	2,003	11,063	
1,812	-	1,621	3,433	
15,641	-	-	15,641	
4,745	-	-	4,745	
6,789	-	-	6,789	
1,752	-	-	1,752	
-	-	-	-	
\$ 39,799	\$ -	\$ 3,624	\$ 43,423	

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

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

Latest filed cost report:		FY24 Proj	
Cost	\$ 143,343	\$ 573,371	
Visits	501	6,012	<-- excl Telehealth.
MCR rate	\$ 286.11	\$ 95.37	

Jan 22 Rate Letter \$ 338.62

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

VENDOR NAME	DESCRIPTION	0-30 Days	31-60 Days	61-90 Days	OVER 90 Days	3/31/2024	2/29/2024	1/31/2024	12/31/2023	11/30/2023
ALCO SALES & SERVICE CO	Patient Supplies	-	-	-	-	-	-	-	-	-
AMERICAN HEART ASSOCIATION INC	Supplies	-	-	-	-	-	-	-	-	-
AMERICAN PROFICIENCY INSTITUTE	Lab Supplies	-	-	-	-	-	-	-	-	-
ANESTHESIA SERVICE INC	Patient Supplies	-	-	-	-	-	-	-	-	1,050.00
APEX MEDICAL GAS SYSTEMS, INC	Supplies	-	-	-	-	-	-	-	-	-
ARAMARK	Linen Services	3,049.80	-	-	-	3,049.80	6,099.60	-	3,012.95	18,077.70
ASPEN INSPECTION SERVICES	Repairs/maintenance	-	-	-	-	-	-	-	-	-
AT&T	Fax Service	-	-	-	-	-	-	-	-	-
AVANAN, INC.	COVID Capital	-	-	-	16,800.00	16,800.00	16,800.00	16,800.00	16,800.00	16,800.00
BARRY DAVENPORT	1099 Provider	-	-	-	-	-	-	-	-	-
BIO-RAD LABORATORIES INC	Lab Supplies	-	-	-	-	-	649.74	-	-	1,396.32
BRIGGS HEALTHCARE	Supplies	-	-	-	-	-	-	-	-	-
CARNEGIE EMS	Patient Transport Svs	-	-	-	-	-	-	-	4,740.00	4,740.00
CARNEGIE TRI-COUNTY MUN. HOSP	Pharmacy Supplies	-	-	-	-	-	-	-	-	-
CDW-G LLC	Supplies	-	-	-	-	-	3,059.84	3,059.84	3,059.84	3,059.84
CITY OF MANGUM	Utilities	-	-	-	-	-	-	-	-	-
CLIA LABORATORY PROGRAM	Lab Services	-	-	-	-	-	3,124.00	-	-	-
CliftonLarsonAllen LLP	Audit firm	-	-	-	-	-	-	-	-	5,512.50
COHESIVE HEALTHCARE MGMT	Mgmt Fees	225,579.98	225,418.05	225,257.40	1,674,159.64	2,350,415.07	2,124,687.04	1,899,474.64	1,679,110.19	1,473,760.38
COHESIVE HEALTHCARE RESOURCES	Payroll	182,352.24	497,863.60	410,236.06	4,576,928.36	5,667,380.26	5,803,811.23	5,270,642.14	5,572,768.99	5,274,460.02
COHESIVE MEDIRYDE LLC	Patient Transportation Service	395.25	-	-	-	395.25	2,905.75	-	-	-
COHESIVE STAFFING SOLUTIONS	Agency Staffing Service	252,557.87	266,000.55	268,274.42	3,376,007.36	4,162,840.20	4,260,282.33	4,033,723.20	4,028,090.53	4,146,429.55
COMMERCIAL MEDICAL ELECTRONICS	Quarterly Maintenance	-	-	-	-	-	-	-	2,450.00	2,450.00
CORRY KENDALL, ATTORNEY AT LAW	Legal Fees	-	4,000.00	2,000.00	13,980.95	19,980.95	21,980.95	19,980.95	21,980.95	23,980.95
CPSI	EHR Software	-	-	-	-	-	-	-	-	-
CURBELL MEDICAL PRODUCTS INC	Supplies	-	-	-	-	-	-	-	-	-
DELL FINANCIAL SERVICES LLC	Server Lease	-	-	-	-	-	-	-	-	-
DIAGNOSTIC IMAGING ASSOCIATES	Radiology Purch Svs	2,150.00	-	-	-	2,150.00	-	-	-	2,150.00
DOERNER SAUNDERS DANIEL ANDERS	Legal Fees	-	-	-	358,558.16	358,558.16	358,558.16	358,558.16	358,558.16	356,914.16
DR W. GREGORY MORGAN III	1099 Provider	-	-	-	-	-	-	-	-	-
DYNAMIC ACCESS	Vascular Consultant	-	-	-	-	-	2,550.00	-	1,000.00	1,125.00
eCLINICAL WORKS, LLC	RHC EHR	-	-	-	-	-	-	-	6,000.00	6,000.00
EMD MILLIPORE CORPORATION	Lab Supplies	-	-	-	-	-	-	-	-	-
F1 INFORMATION TECHNOLOGIES IN	IT Support Services	-	-	-	-	-	-	-	-	2,928.00
FEDEX	Shipping	-	-	-	-	-	-	-	-	-
FFF ENTERPRISES INC	Pharmacy Supplies	-	-	-	-	-	-	-	-	592.56
FIRSTCARE MEDICAL SERVICES, PC	1099 Provider	-	-	-	-	-	-	-	-	-
FORVIS LLP	Finance Purch Svs(Formerly BKD)	-	-	-	-	-	-	-	-	6,642.00
FOX BUILDING SUPPLY	Repairs/maintenance	-	-	-	-	-	-	(151.19)	(151.19)	(151.19)
GEORGE BROS TERMITE & PEST CON	Pest Control Service	160.00	-	-	-	160.00	160.00	-	-	160.00
GLOBAL EQUIPMENT COMPANY INC.	Patient Supplies	-	-	-	-	-	-	-	1,518.74	-
GRAINGER	Maintenance Supplies	871.76	-	-	-	871.76	-	113.79	551.73	160.81
GREER COUNTY CHAMBER OF	Advertising	-	-	-	-	-	-	-	-	-
GREER COUNTY TREASURER	Insurance	-	-	-	-	-	5,650.00	5,650.00	5,650.00	11,300.00
HAC INC	Dietary Supplies	-	-	-	-	-	-	-	22.23	345.68
HEALTH CARE LOGISTICS	Pharmacy Supplies	-	-	-	-	-	-	-	-	-
HEARTLAND PATHOLOGY CONSULTANT	Lab Consultant	-	-	-	-	-	-	-	-	-
HENRY SCHEIN	Lab Supplies	-	-	-	-	-	1,755.65	-	-	-
HEWLETT-PACKARD FINANCIAL SERV	Computer Services	307.10	307.10	-	-	614.20	614.20	307.10	614.20	-
HILL-ROM COMPANY, INC	Rental Equipment	-	-	-	-	-	-	-	-	-
HOBART SERVICE	Repairs/maintenance	-	-	-	-	-	-	-	-	2,060.38
ICU MEDICAL SALES INC.	Supplies	-	-	-	-	-	-	-	-	-
HSI	Materials Purch svs	-	-	-	-	-	-	-	-	-
IMPERIAL, LLC.-LAWTON	Dietary Purchased Service	-	-	-	-	-	-	-	-	-
INQUIREE LLC	RHC purch svs	-	-	-	225.00	225.00	225.00	225.00	225.00	225.00
INSIGHT DIRECT USA INC.	IT Minor Equipment	-	-	-	-	-	-	-	-	1,007.36
JANUS SUPPLY CO	Housekeeping Supplies, based in Altus	606.22	-	-	-	606.22	611.04	-	-	-
JIMALL & KANISHA' LOFTIS	Rent House	-	-	-	-	-	-	-	-	-
KCI USA	Rental Equipment	-	-	-	-	-	1,527.24	-	-	-

VENDOR NAME	DESCRIPTION	0-30 Days	31-60 Days	61-90 Days	OVER 90 Days	3/31/2024	2/29/2024	1/31/2024	12/31/2023	11/30/2023
KING GUIDE PUBLICATIONS INC	Advertising	-	-	-	-	-	-	-	-	-
LABCORP	Lab purch svcs	-	-	-	-	-	2,430.86	-	-	-
LAMPTON WELDING SUPPLY	Patient Supplies	-	-	-	-	-	-	-	-	-
LANGUAGE LINE SERVICES INC	Translation service	-	-	-	-	-	-	-	135.00	135.00
LOCKE SUPPLY	Plant Ops supplies	-	-	-	-	-	-	-	-	59.36
MANGUM STAR NEWS	Advertising	-	-	-	-	-	60.00	-	244.50	-
MARK CHAPMAN	Employee Reimbursement	-	-	-	-	-	-	-	-	-
MCKESSON / PSS - DALLAS	Patient Care/Lab Supplies	1,079.72	-	-	-	1,079.72	1,648.61	771.17	4,911.97	-
MEDLINE INDUSTRIES	Patient Care/Lab Supplies	15,167.73	204.73	-	-	15,372.46	5,697.49	-	8,430.85	(32.98)
MYHEALTH ACCESS NETWORK, INC	Compliance purch svcs	-	-	-	-	-	-	-	-	-
NATHAN ANDREW PERRY	Biomed Services	-	-	-	-	-	1,750.00	-	-	-
NATIONAL RECALL ALERT CENTER	Safety and Compliance	-	-	-	-	-	-	-	-	-
NEXTIVA, INC.	Phone Svcs	-	-	-	-	-	2,544.98	2,544.98	3,707.22	-
NUANCE COMMUNICATIONS INC	RHC purch svcs	-	-	-	-	-	-	-	-	-
OFMQ	Quality purch svcs	350.00	-	-	-	350.00	350.00	-	350.00	350.00
OHERI	Education/Training	-	-	-	-	-	-	-	-	-
OKLAHOMA BLOOD INSTITUTE	Blood Bank	-	-	-	-	-	-	-	7,618.30	-
OPTUM	Pharmacy Supplies	-	-	-	-	-	-	-	104.95	-
ORTHO-CLINICAL DIAGNOSTICS INC	Lab purch svcs	-	-	-	-	-	-	-	1,203.96	1,203.96
PARA REV LOCKBOX	CDM purch svcs	-	-	-	-	-	-	-	-	-
PHARMA FORCE GROUP LLC	340B purch svcs	-	-	-	-	-	-	-	-	-
PHARMACY CONSULTANTS, INC.	PHARMACY CONSULTANTS, INC.	2,600.00	-	-	-	2,600.00	-	-	-	-
PHILADELPHIA INSURANCE COMPANY	OHA Insurance	-	-	-	-	-	2,321.00	-	-	-
PHILIPS HEALTHCARE	Supplies	-	-	-	-	-	-	-	-	-
PIPETTE COM	Lab maintenance	-	-	-	-	-	-	-	-	-
PITNEY BOWES GLOBAL FINANCIAL	Postage rental	-	-	-	-	-	-	-	-	-
PORT53 TECHNOLOGIES, INC.	Software license	-	-	-	-	-	-	-	-	-
PRESS GANEY ASSOCIATES, INC	Purchased Service	-	-	-	-	-	738.48	-	738.48	-
PUCKETT DISCOUNT PHARMACY	Pharmacy Supplies	-	-	-	-	-	-	-	-	-
PURCHASE POWER	Postage Fees	-	-	-	-	-	-	-	-	-
RADIATION CONSULTANTS	Radiology maintenance	-	-	-	-	-	-	-	-	-
RESPIRATORY MAINTENANCE INC	Repairs/maintenance	-	-	-	-	-	-	-	-	-
REYES ELECTRIC LLC	COVID Capital	-	-	-	14,000.00	14,000.00	16,000.00	-	20,000.00	25,000.00
RUSHMORE TRANSPORT LLC	Patient Transportation Service	-	-	-	-	-	503.25	-	-	-
RUSSELL ELECTRIC & SECURITY	Repair and Maintenance	-	-	-	-	-	600.00	-	-	-
SBM MOBILE PRACTICE, INC	1099 Provider	-	-	-	-	-	-	-	-	-
SCHAPEN LLC	Clinic Rent	-	-	-	-	-	-	-	-	-
SECURITY CHECK	Security	-	-	-	-	-	-	-	-	280.00
SHERWIN-WILLIAMS	Supplies	-	-	-	(11.78)	(11.78)	(11.78)	(11.78)	(11.78)	(11.78)
SHRED-IT USA LLC	Secure Doc disposal service	-	-	-	-	-	-	-	-	-
SIEMENS HEALTHCARE DIAGNOSTICS	Service Contract	-	-	-	-	-	-	-	-	3,912.29
SIZEWISE	Rental Equipment	-	-	-	-	-	-	-	-	2,473.50
SMAART MEDICAL SYSTEMS INC	Radiology interface/Radiologist provider	-	-	-	-	-	-	-	-	-
SOMSS LLC	1099 Provider	-	-	-	-	-	-	-	-	-
SPACELABS HEALTHCARE LLC	Telemetry Supplies	-	-	-	-	-	-	-	-	1,566.30
SPARKLIGHT BUSINESS	Cable service	-	-	-	-	-	-	-	-	-
STANDLEY SYSTEMS LLC	Printer lease	2,150.57	-	-	-	2,150.57	2,150.57	-	2,175.57	-
STAPLES ADVANTAGE	Office Supplies	1,677.45	-	-	-	1,677.45	-	-	257.36	-
STERICYCLE INC	Waste Disposal Service	896.53	-	-	-	896.53	1,961.17	-	-	1,335.19
STRYKER INSTRUMENTS	Patient Supplies	-	-	-	-	-	-	-	-	-
SUMMIT UTILITIES	Utilities	-	-	-	-	-	238.63	-	-	-
TECUMSEH OXYGEN & MEDICAL SUPP	Patient Supplies	-	-	-	-	-	-	-	-	-
TIGER ATHLETIC BOOSTERS	Advertising	-	-	-	-	-	-	-	-	-
TOUCHPOINT MEDICAL, INC	Med Dispense Monitor Support	-	-	-	3,285.00	3,285.00	3,285.00	3,285.00	3,285.00	3,285.00
TRIOSE INC	Freight	24.86	-	-	-	24.86	-	-	-	56.11
TRS MANAGED SERVICES	Agency Staffing-old	-	-	-	17,679.26	17,679.26	27,400.26	31,495.26	46,203.53	55,383.73
ULINE	Patient Supplies	1,831.50	-	-	-	1,831.50	-	-	-	-
ULTRA-CHEM INC	Housekeeping Supplies	-	-	-	-	-	-	-	-	-
US FOODSERVICE-OKLAHOMA CITY	Food and supplies	-	-	-	-	-	-	-	-	-



VENDOR NAME	DESCRIPTION	0-30 Days	31-60 Days	61-90 Days	OVER 90 Days	3/31/2024	2/29/2024	1/31/2024	12/31/2023	11/30/2023
US MED-EQUIP LLC	Swing bed eq rental	-	-	-	-	-	-	-	964.51	-
VITAL SYSTEMS OF OKLAHOMA, INC	Swing bed purch service	-	-	-	1,600.00	1,600.00	4,855.00	7,255.00	7,255.00	7,255.00
WELCH ALLYN, INC.	Supplies	-	-	-	-	-	-	-	-	-
WORTH HYDROCHEM	semi-annual water treatment	-	-	-	-	-	-	-	482.00	482.00
<b>Grand Total</b>		<b>693,808.58</b>	<b>993,794.03</b>	<b>905,767.88</b>	<b>10,053,211.95</b>	<b>12,646,582.44</b>	<b>12,689,575.29</b>	<b>11,653,723.26</b>	<b>11,814,058.74</b>	<b>11,465,909.70</b>
			<b>Reconciling Items:</b>		Conversion Variance	13,340.32	13,340.32	13,340.32	13,340.32	13,340.32
					AP Control	14,880,461.29	14,060,308.08	13,279,936.59	13,355,032.85	12,944,811.83
					Accrued AP	(49,052.63)	433,248.93	730,737.67	414,086.98	592,194.01
<b>AHSO Related AP</b>	<b>Description</b>	<b>3/31/2024</b>			AHSO Related AP	(892,723.76)	(892,723.76)	(892,723.76)	(892,723.76)	(892,723.76)
ADP INC	QMI Payroll Service Provider	4,276.42			<b>TOTAL AP</b>	<b>13,938,684.90</b>	<b>13,600,833.25</b>	<b>13,117,950.50</b>	<b>12,876,396.07</b>	<b>12,644,282.08</b>
ADP SCREENING AND SELECTION	QMI Payroll Service Provider	1,120.00				13,938,684.90				
ALLIANCE HEALTH SOUTHWEST OKLA	Old Mgmt Fees	698,000.00				-				
AMERICAN HEALTH TECH	Rental Equipment-Old	22,025.36								
C.R. BARD INC.	Surgery Supplies-Old	3,338.95								
COMPLIANCE CONSULTANTS	Lab Consultant-Old	1,000.00								
ELISE ALDUINO	1099 AHSO consultant	12,000.00								
HEADRICK OUTDOOR MEDIA INC	AHSO Advertising	25,650.00								
HERC RENTALS-DO NOT USE	Old Rental Service	7,653.03								
IMEDICAL INC	Surgery Supplies-Old	1,008.29								
MEDSURG CONSULTING LLC	Equipment Rental Agreement	98,670.36								
MICROSURGICAL MST	Surgery Supplies-Old	2,233.80								
MID-AMERICA SURGICAL SYSTEMS	Surgery Supplies-Old	3,607.60								
NINJA RMM	IT Service-Old	2,625.00								
QUARTZ MOUNTAIN RESORT	Alliance Travel	9,514.95								
<b>SUBTOTAL-AHSO Related AP</b>		<b>892,723.76</b>								

	Med Dispense Purchase	Med Dispense Current
Monthly Cost		\$3,155.00
Service Monthly Cost		
Service Cost/Year	\$5,940.00	
Length of term in months		
Fair Market Value	\$18,500.00	
Server Purchase	\$10,095.00	
1st year cost	\$34,535.00	\$37,860.00
2nd year cost	\$5,940.00	\$37,860.00
3rd year cost	\$5,940	\$37,860.00
4th year cost	\$5,940.00	\$37,860.00
5th year cost	\$5,940.00	\$37,860.00
6th year cost	\$5,940.00	\$37,860.00
7th year cost	\$5,940.00	\$37,860.00
Shipping		
One-Time fees		
Pharmacy on-call time	\$12,000.00	\$12,000.00
Total	\$82,175.00	\$277,020.00

Med Dispense New	Pyxis	Omniceil
\$4,670.00	\$4,755	\$7,489.29
\$1,100.00		
	0	\$747.00
	84	60
\$69,240.00	\$57,060.00	\$98,835.48
\$69,240.00	\$57,060.00	\$98,835.48
\$69,240.00	\$57,060.00	\$98,835.48
\$69,240.00	\$57,060.00	\$98,835.48
\$69,240.00	\$57,060.00	\$98,835.48
	\$52,428.00	
	\$52,428.00	
		\$7,267.98
	\$1,750	
\$12,000.00	\$0	\$0.00
\$358,200.00	\$391,906.00	\$501,445.38

### Hospital Vendor Contract Summary Sheet

1.     ☒ Existing Vendor                                      ☐ New Vendor
2.     **Name of Contract:** GPO Member Letter of Participation
3.     **Contract Parties:** Medline, Mangum Regional Medical Center
4.     **Contract Type Services:** GPO Pricing
5.     **Impacted Hospital Departments:** Lab
6.     **Contract Summary:** Mangum Regional will gain access to committed pricing for the lab department through Medline with an annual saving estimated at \$7820.80.

Magnum City Hospital Authority Lab Savings Analysis by Cross Type		
Row Labels	Sum of Total Ext Purchase(\$)	Sum of Savings \$
Exact	\$88,430.25	\$7,207.64
Alternate	\$434.02	\$247.29
Medline Brand	\$979.01	\$365.87
<b>Grand Total</b>	<b>\$89,843.28</b>	<b>\$7,820.80</b>

7.     **Cost:** ☒ N/A
8.     **Prior Cost:** ☒ N/A
9.     **Term:** Active until either party terminates.
10.    **Termination Clause:** Either party may terminate this Agreement without cause for its convenience, but only on 90 days prior notification to assist in the operational transition.
11.    **Other:**

**Exhibit 1(d)**  
**Laboratory Distribution**  
**Member Letter of Participation**

As a facility participating in Alliant Purchasing, LLC, Mangum City Hospital Lab ("Facility" Name) \_\_\_\_\_ (Account Number), of Mangum, OK (City & State) desires to participate in the Corporate Program Agreement between Medline Industries, LP ("Medline") and Alliant Purchasing, LLC and Health Affiliated Services, LLC ("Alliant"), dated and effective 10/01/2022 ("Agreement"). By executing this Letter of Participation ("LOP"), Facility acknowledges the terms addressed in the Agreement.

The terms of sale and pricing identified in the Agreement are effective as of date of last signature (First day of distribution).

1. Facility will provide Supplier with the opportunity to convert Non-Medline Brand Product sales hereunder to Medline Brand Product sales, provided price, quality and service are equal to or better than current product or contract arrangements.

Contingent upon an eighty-five percent (85.00%) commitment of Facility's Lab Distribution volume of products which Medline is able to distribute as a Prime Vendor distributor, the following Laboratory Distribution markups shall apply.

LAB Distribution	
PRODUCT CATEGORY	DISTRIBUTION FEE
Non-Medline Brand Contract Products - Bulk	1.00% Additive
Medline Self-Manufactured/Private Label - Bulk	0.00%

2. Surplus Products Policy. As part of Supplier's LOP with each participating Facility, Supplier is ordering into stock Products per Supplier Stocking Policy specific for distribution to such Facility.

Supplier will maintain a maximum sixty (60) day inventory level for each Facility. Because Supplier is bringing Products in specifically to Facility's branch and specifically for Facility, Supplier reserves the right to implement the following for any product which after ninety (90) days has not been ordered:

- a. Sell Products to other established accounts serviced from the same distribution branch.
- b. Stock transfer Products to other established accounts (Facility would be responsible for any associated freight and stock transfer fees, but only if the other account is serviced from a different distribution branch), or
- c. Invoice Facility under the purchase order "SURPLUS" unless a separate purchase order is provided for any quantity of goods which after ninety (90) days have not been ordered by Facility, or
- d. Return the Products and assess Facility any restocking or freight charges that Supplier would incur by returning the Products to the manufacturer.

3. Freight Policy. FOB destination on combined scheduled shipments of \$250.00 or more on all stock Products located at Facility's primary shipping branch in the United States. Freight charges will be added to emergency overnight shipments and stock Products where usage is in excess of 125% of communicated forecast which are required to be stock transferred or shipped overnight, and to any Product that is not stocked for the Facility in their primary shipping branch. Manufacturer drop ship charges and FOB shipping point terms of distributed manufacturers will be assessed by Supplier to the Facility, together with all other applicable freight charges.

4. Payment Terms. Payment terms are net forty-five (45) days. Facility shall pay interest of 1% per month on all unpaid invoices over 45 days. In addition, Supplier reserves the right to increase the price or mark-up on products by ½% for every 30 days Facility is over terms. Facility agrees to partially pay all undisputed portions of invoices within the agreed upon terms and not hold entire invoices from payment that contain disputed line items. All claims for adjustments or credits for billing errors and other discrepancies are deemed waived if not made within 180 days of invoice. Supplier will only accept payment by check, money order or Automated Clearing House (ACH)/Electronic Funds Transfer (EFT).

In addition to the Agreed Price, Facility shall be responsible for the payment of all applicable sales, use, retailer's, occupational, and any excise tax incurred by Supplier on all Products and Services provided to Facility pursuant to this Agreement and the LOP. To the extent these taxes are applicable, one hundred percent (100%) thereof shall be added to invoices and paid in full by Facility, unless Facility is exempt from such taxes and furnishes Supplier with a certificate of exemption in a form reasonably acceptable to Supplier. In the event a Facility claims exemption under this Agreement, the Facility agrees to indemnify and hold Supplier harmless from any and all subsequent assessments levied by a proper taxing authority for such taxes, including interest, penalties and late charges.

5. Advance Notification Policy for Price Changes. Supplier will identify the key individual(s) at GPO and each Facility to notify of price changes. Supplier's pricing team will directly communicate with the individual(s) any and all changes related to pricing.

- Supplier maintains contract pricing on file as mutually agreed between GPO and vendor, and confirmed by vendor to Supplier.
- Price changes are communicated from Supplier to GPO and Facility via an EDI 832 – price file, or electronic (Excel) spreadsheet, or via Supplier's proprietary on-line portal.
- GPO price changes will be communicated by the Facility's GPO communication method.

Supplier's current policy regarding contract pricing extensions:

- Supplier's goal is to provide thirty (30) days or more advance notification. Supplier will make all commercially reasonable efforts to provide GPO and Facility such advanced notification.
- Vendors are requested to provide Supplier with a minimum of 45 days prior notice of any contract price changes in order for Supplier to provide thirty (30) day advance notification to GPO and Facility.
- Supplier follows the procedure below in managing expiring vendor pricing:
  - Sixty (60) days prior to pricing expiration date, Supplier's contract department will contact vendor requesting replacement pricing or extension of existing pricing.
  - If no response to the above is received thirty (30) days prior to expiration date, Supplier will follow up with vendor.
  - If no response is received from above, Supplier will place follow-up calls and / or emails to the vendor requesting updated information. At this time, Supplier will also request GPO's assistance in soliciting contract pricing from vendor during this process.
  - 10 days prior to contract expiration, if no updated information is received from vendor, Supplier will send GPO and Facility notification of new pricing (usually non-contract pricing).

If a vendor sends Supplier late notification of contract price changes (less than 45 days' notice) and Supplier is prohibited from auto extension with vendor, Supplier will load new pricing within 3-5 days from date of notification from vendor.

6. Communication and Termination. The parties agree to communicate, at least on a quarterly basis, about the progress and issues raised in performing this Agreement. Supplier agrees to participate in quarterly business reviews as reasonably requested by GPO. Either party may terminate this Agreement without cause prior to the expiration of its term by providing to the other party at least ninety (90) days written notice prior to the effective date for the termination

Supplier reserves the right to terminate the participation of Facility under this LOP for cause and discontinue shipping in any event of default. An event of default by Facility hereunder shall refer to (a) the failure of Facility to pay any amount of the indebtedness evidenced hereby when due; (b) the insolvency of Facility or its general failure to pay or its admission in writing of its inability to pay debts as they become due; (c) the application for, consent to or acquiescence of Facility in the appointment of a trustee, receiver, or other custodian for Facility, who makes a general assignment for the benefit of creditors; (d) the filing of a petition in bankruptcy by or against Facility and the failure of Facility to dismiss the bankruptcy case or proceeding commenced thereby within thirty (30) days following such filing; (e) any failure to pay any trade payables when due to Payee, except any amounts that are being contested by Facility in good faith; (f) sale of the assets or any substantial portion of Facility's assets.

Either party may terminate this Agreement without cause for its convenience, but only on 90 days prior notification to assist in the

operational transition.

Item 11.

In the event of termination, Facility will be obligated to pay Supplier for Supplier's entire inventory of any custom items (i.e., Medline and non-Medline kits and trays).

7. **Extraordinary Circumstances.** The following provision applies for the duration of any Extraordinary Circumstance that may occur during the term of this Agreement and overrides any other conflicting provisions of this Agreement. For purposes of this provision, "Extraordinary Circumstance" means any of the following events if it causes an increase in the cost of supply of a product under this Agreement, or delays or results in a reduction in volumes of a product, and such increase in cost, delay or reduction in volumes is outside of the reasonable control of Supplier, which includes: (a) acts of God; (b) flood, fire, earthquake, hurricane, tornado, volcanic eruption, tsunami, landslide, explosion, epidemic, or pandemic, including the COVID-19 pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) quarantine, embargo, tariff, blockade, or any other action or order by a governmental authority, including change or proposed change of laws or regulations, or declaration of a state of emergency; (e) strikes, labor stoppages or slowdowns, or other industrial disturbances; (f) disruption in the supply of adequate power, fuel, materials, components, or communications or transportation facilities, or other commercial impracticability (e.g., because performance is medically inadvisable for those persons involved); or (g) global shortages in product supply caused by (a)-(f) above or other occurrences. If an Extraordinary Circumstance occurs, then Supplier may, at its option and with written notice to GPO and Facility, take any or all of the following actions:

- a. Increase the pricing for the product(s) impacted by the Extraordinary Circumstance for all orders that are received or to be fulfilled during the period of the Extraordinary Circumstance to account for increased costs incurred by Supplier attributable to the Extraordinary Circumstance. After receipt of Supplier's notice of the applicable price increase, Facility will have five (5) business days to terminate any pending orders for the products that are the subject of Supplier's notice.
- b. Allocate available quantities of the product(s) impacted by the Extraordinary Circumstance among Supplier's customers, which may involve reducing the size of Facility's pending orders.
- c. Adjust delivery arrangements and timelines for pending orders for product(s) impacted by the Extraordinary Circumstance to the extent necessary as determined by Supplier acting reasonably.
- d. Reject pending or new orders for the product(s) impacted by the Extraordinary Circumstance.

If an Extraordinary Circumstance occurs and impacts Supplier's ability to supply a Product for ninety (90) days or more, then Facility may, at its option and with written notice to Supplier, terminate Facility without penalty. Additionally, the parties shall negotiate in good faith any modifications to spend minimum commitments.

8. **Facility Authorization.** By signing this LOP, Facility is authorizing Supplier to submit a letter naming Supplier as Facility's prime vendor distributor to the manufacturing community for purposes of accessing pricing contracts as part of this distribution agreement.

9. **Credit and Additional Security.** This LOP and future extensions of credit hereunder are subject to Supplier's standard credit policies, which include the disclosure of necessary financial information, assurances, and the execution of security agreements, if deemed necessary by Supplier. In the event such information, assurances and/or agreements are requested, but not received by Supplier then Supplier reserves the right to terminate Facility for cause, discontinue shipping, or reduce applicable credit limits.

**Supplier**

**Facility**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Hospital Vendor Contract Summary Sheet**

1.     ☐ Existing Vendor                      ☒ New Vendor
2.     **Name of Contract:** LSA Agreement CPL
3.     **Contract Parties:** Clinical Pathology Laboratory, Mangum Regional Medical Center
4.     **Contract Type Services:** Service Contract
5.     **Impacted Hospital Departments:** Lab
6.     **Contract Summary:** Clinical Pathology Laboratory will provide laboratory reference testing for Mangum Regional Medical Center. Will provide some cost savings from previous reference lab.
7.     **Cost:** ☒ N/A
8.     **Prior Cost:** ☒ N/A
9.     **Term:** Until April 1, 2025
10.    **Termination Clause:** Either party may terminate the agreement upon a thirty (30) calendar day written notice.
11.    **Other:**





## LABORATORY SERVICES AGREEMENT

This Laboratory Services Agreement (the "Agreement") is entered into by and between **Clinical Pathology Laboratories, Inc.** ("CPL") with principal offices at 9200 Wall Street, Austin, TX 78754, and **Mangum Regional Medical Center** ("Client"), with its principal place of business at **1 Wickersham Dr, Mangum, OK 73554**. CPL and Client may be individually referred to as a "Party" and collectively as the "Parties."

### 1. Recitals.

- a. Client operates a medical facility and requires clinical and anatomical testing services for the care of its patients.
- b. CPL is experienced in providing clinical and anatomical laboratory services as required by Client.
- c. Client desires to engage CPL, and CPL desires to be engaged by Client to provide clinical and anatomical testing services in accordance with the terms and conditions set forth in this Agreement.

### 2. Duties of Client.

- a. Client agrees to furnish CPL with all information needed to bill for testing performed by CPL on Client's patients. CPL will furnish Client with request forms that will be used by Client to order testing and to designate the proper payer. If Client designates a responsible party for payment on the request form other than Client, the billing section of the same request form will be completed by Client to provide CPL all needed information for billing purposes.
- b. Client will be responsible for procurement of all specimens from Client's patients to be tested by CPL.
- c. Client will maintain its own CLIA certification to perform any testing performed by Client that is separate and distinct from CPL's laboratory services provided to patients of the Client.

### 3. Duties of CPL.

- a. CPL shall perform or arrange for the performance of clinical laboratory services for Client's patients that have been ordered by the patient's attending physician or other person permitted by law to order such tests, under the terms and conditions of this Agreement. CPL may cause tests to be performed by any laboratory facility operated by CPL or any reference laboratory of CPL's choice. All tests shall be performed with reasonable care and in accordance with applicable federal, state and local laws and regulations, including those related to the Clinical Laboratory Improvement Amendments of 1988 ("CLIA").

- b. CPL shall maintain a level of quality testing services necessary to ensure standards of patient care. The elements of quality shall be deemed to be: (i) accurate results; (ii) timely reporting, (iii) trained personnel; (iv) ability to perform the tests offered (including experience of downtime and back up coverage); (v) compliance with law; and (vi) such other elements as are or become generally recognized in the clinical laboratory industry as measures of quality of service and are agreed upon by both parties. With respect to the element of timely reporting, CPL agrees to maintain a one (1) day turn around for routine clinical test results\*; however, reporting times for microbiology tests shall be administered in accordance with the national average for said reports. CPL agrees that failure to meet any of the elements of quality of this paragraph shall be a breach of a material term of this Agreement.

\* It is understood that it may not be realistic to complete testing for COVID-19 within this timeframe, because of limited testing supplies and/or testing capacity. CPL will perform COVID-19 testing for Client as resources allow.

- c. CPL agrees to furnish supplies for the sole purpose of collecting specimens to be sent to CPL for testing at no cost to Client.
- d. CPL shall provide regular, periodic courier services to pick up and deliver specimens, reports, and supplies to Client on schedules determined by CPL.

#### 4. **Compensation.**

- a. If Client indicates on the laboratory requisition that a third party is responsible for payment, CPL agrees to bill applicable Medicare, CHIP, Medicaid, Managed Care Organizations, and commercial health insurers for clinical laboratory services provided pursuant to this Agreement.
- b. If Client indicates on the laboratory requisition that the patient is responsible for payment, CPL agrees to bill such patient in accordance with CPL's patient billing practices.
- c. If Client indicates on the laboratory requisition that Client is responsible for payment, Client shall pay CPL the rates specified by the fee schedule attached hereto as **Exhibit A**, and fully incorporated herein by this reference. For any other services rendered not listed on said fee schedule, Client shall pay at the rates specified in CPL's Client Fee Schedule, which may be modified from time to time. If Client fails to indicate a responsible party for payment on the requisition form, then CPL Shall contact Client for assistance with any missing or invalid information on the requisition form. If Client fails to provide the requested information within ten (10) business days, then CPL shall bill Client.
- d. CPL shall invoice Client on a monthly basis, which shall be paid in-full by Client no later than thirty (30) days after the date of invoice.

#### 5. **Term and Termination.**

- a. The initial term of this Agreement shall commence at the time in which the Agreement becomes duly executed ("Effective Date"), and shall conclude on **April 1, 2025**. Following the initial term, this Agreement will automatically renew for additional one (1) year periods unless either Party provides written notice to the other of its intent not to renew the Agreement, at least ninety (90) days before the end of its current term.
- b. Either party may terminate this Agreement at any time upon thirty (30) calendar days written notice to the other party.
- c. Either Party may terminate this Agreement for cause, as follows:
  - (i) If CPL shall at any time lose any material licensure or accreditation currently held by a CPL laboratory which services the Client and shall have failed to reinstate such license or accreditation within ninety (90) calendar days, Client may terminate this Agreement immediately upon written notice;
  - (ii) In the event that the Client substantiates all or any part of any quality problem submitted to the Client, CPL shall be so notified by the Client in writing. CPL shall have such time to cure the quality problem to the satisfaction of the Client as may reasonably be appropriate under the circumstances, provided CPL undertakes substantial efforts within ten (10) calendar days of such notice to affect a cure. Failure of CPL to cure such quality problems to the reasonable satisfaction of the Client shall constitute "cause" for termination of this Agreement on written notice by Client;
  - (iii) By either Party in the event of a breach of any material term of this Agreement, if such breach is not corrected within thirty (30) calendar days after written notice of the breach is given to the breaching Party by the non-breaching Party.
  - (iv) By either Party in the event that the other's status as a Medicare or Medicaid provider is the subject of an investigation by the Office of the Inspector General or any federal or state regulatory agency, revocation, suspension, restriction or non-renewal, without regard to whether such investigation, revocation, suspension, restriction, non-renewal has been finally adjudicated.

6. **Regulatory Requirements.**

- a. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law including the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the civil False Claims Act (31 U.S.C. §§ 3729 et seq.), the criminal False Claims Law (42 U.S.C. § 1320a-7b(a)), the civil monetary penalties law (42 U.S.C. § 1320a-7a), and the exclusion laws (42 U.S.C. § 1320a-7). None of the provisions of this Agreement shall be construed to create a partnership, joint venture or other relationship between CPL and Client, other than as independent contractors.
- b. Notwithstanding any other provision of this Agreement, if either Party or on the

written advice of its legal counsel, determines that any provision hereof places the Party at an unacceptable level of risk that it may violate any law, or in the event there is a change in the Medicare or Medicaid laws or regulations or interpretations thereof, or the adoption of new federal or state legislation, any of which materially and adversely affects the payment that either Party may receive for services and thereby materially and adversely affects the ability of a Party to perform under the provisions and intent of this Agreement, Client or CPL shall make a proposal for modification of this Agreement intended to comply with the law and otherwise carry out the intent of the Parties as set forth in this Agreement. If such notice of proposed revisions to the Agreement is given and if the Parties are unable within thirty (30) calendar days thereafter to agree upon modification to this Agreement, either Party may terminate this Agreement upon thirty (30) calendar days written notice to the other Party.

- c. Each Party to this Agreement shall remain in full compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations 45 CFR Parts 160 and 164, as may be modified from time to time.
  - d. Each Party represents and warrants that as of the Effective Date of this Agreement, it has not: (a) been listed by any federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in federal and/or state programs; or (b) been convicted of any crime relating to any federal and/or state program. Each Party further agrees to immediately notify the other Party in writing in the event it is listed by a federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in any federal and/or state programs or if the Party is convicted of any crime relating to any such program or if Party is being investigated by any federal or state agency in relation to any federal and/or state program.
7. **Insurance.** Each Party shall, at its sole cost and expense and at all time during the term of this Agreement, procure and maintain professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate, general liability insurance (including any umbrella policy coverage) with limits of no less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate, worker's compensation insurance as required by law, and insurance coverage for damage to its premises and tangible personal property.
8. **Access to Books and Records.**
- a. All medical records and reports pertaining to all tests, diagnoses and procedures performed through CPL shall be kept in the format determined by the CPL. All such records and reports shall be and remain the property of CPL. The parties shall maintain and use such records in accordance with the confidentiality and privilege provisions of applicable federal and state law.
  - b. If this Agreement is determined to be one to which 42 U.S.C. §1395X(v)(1)(I) and 42 C.F.R. Subpart D, Sections 420.300 - 420.304 applies, the parties agree to comply with the following statutory and regulatory requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement:

- (i) Until the expiration of four (4) years after the furnishing of such services pursuant to this Agreement, the parties shall make available, upon written request to the Secretary of the Department of Health and Human Services ("HHS"), or upon request to the Comptroller General of the United States ("Comptroller General"), or any of their duly authorized representatives, this Agreement, and books, documents, and records that are necessary to certify the nature and extent of such costs; and
- (ii) If either Party carries out any of the duties of this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that, until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of HHS, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.
9. **Limitation on Damages.** Neither Client nor CPL shall be liable to the other for or otherwise be responsible for the indirect, consequential or special damages of the other Party, whether suffered directly or owed to a third party, which have arisen by reason of services performed under this Agreement or the relationship created in this Agreement.
10. **Notice.** Whenever under the terms of this Agreement written notice is required or permitted to be given by any Party to the other, such notice shall be deemed to have been sufficiently given and received (a) on delivery if delivered by commercial courier service, (b) on transmission if transmitted electronically by confirmed facsimile with original then transmitted by United States Mail, or (c) five (5) calendar days after deposit, if deposited in the United States Mail in a properly stamped envelope, certified mail, return receipt requested, addressed to the Party to whom it is to be given at the address set forth below.

**To CPL:**

Clinical Pathology Laboratories, Inc.  
 9200 Wall Street  
 Austin, Texas 78754  
 Attention: President

**To Client:**

Mangum Regional Medical Center  
 1 Wickersham Dr,  
 Mangum, OK 73554  
 Attention: \_\_\_\_\_

11. **Miscellaneous.**

- a. This Agreement sets forth the entire understanding and agreement between the parties and shall be binding upon the parties, their subsidiaries, affiliates, successors and permitted assigns. All prior negotiations, agreements and understandings are superseded hereby.
- b. This Agreement may not be amended or modified except by written instrument executed and dated by duly authorized representatives of Client and CPL.

- c. This Agreement shall not be assigned, delegated, or transferred by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- d. The headings preceding the text of the several Sections and paragraphs of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of any section hereof.
- e. The Sections, paragraphs and individual provisions contained in this Agreement shall be considered severable from the remainder of this Agreement and in the event that any Section, paragraph or other provision should be determined to be unenforceable as written for any reason, such determination shall not adversely affect the remainder of the Sections, paragraphs or other provisions of this Agreement. It is agreed further, that in the event any Section, paragraph or other provision is determined to be unenforceable, the parties shall use their best efforts to reach agreement on an amendment to the Agreement to supersede such severed Section, paragraph or provision.
- f. This Agreement, except to the extent preempted by applicable federal law, shall be construed in accordance with the laws of the State of Texas.

***IN WITNESS WHEREOF***, the parties have executed this Agreement, by and through their respective duly authorized officers, as indicated below:

**Clinical Pathology Laboratories, Inc.**

**Mangum Regional Medical Center**

**By:** \_\_\_\_\_  
**Name:** Mark A. Silberman, MD  
**Title:** President  
**Date:**

**By:** \_\_\_\_\_  
**Name:**  
**Title:**  
**Date:**

### Vendor Contract – Summary Sheet

1.    ☒ **Existing Vendor**                      ☐ **New Vendor**
2.    **Name of Contract:** Interface Performance Expectation
3.    **Contract Parties:** Evident LLC and Mangum Regional Medical Center
4.    **Contract Type Services:** IT and Lab Interface with CPL
  - a. **Impacted hospital departments:**
    - Lab
    - IT
5.    **Contract Summary:**

This is an agreement that will allow TruBridge (Evident) and CPL a reference lab to interface. Within this interface CPL data will be available to providers when resulted at the reference lab.
6.    **Cost:** Waived
7.    **Prior Cost:** none
8.    **Termination Clause:** Follows the termination clause of the original Evident agreement.
  - a. **Term:**
9.    **Other:** N/A



## Interface Performance Expectations

**Third Party System: CPL Reference Laboratory**

**Revised: September 13, 2023**

In response to the hospital's request, Evident has performed a preliminary level of effort review of an interface between the software provided by Evident and the third-party system indicated above. The attached Interface Performance Expectations have been developed by Evident to reflect the communication protocols and functionality of the proposed interface. To ensure a clear understanding of the interface to be delivered by Evident, we require that representatives of the hospital review the attached performance expectations and provide confirmation of your agreement with interface communication protocols and functionality by signing below.

Please note that both this signed document and an order for the interface must be received by Evident before we will begin any additional development efforts as may be needed to deliver the interface.

However, it is understood that

1. the signing of this document only signifies agreement with the Interface Performance Expectations;
2. signing by the hospital does not obligate the hospital to order the proposed interface;

**Hospital Name:** \_\_\_\_\_  
(Print Clearly)

**Hospital Location (City/State):** \_\_\_\_\_

### Hospital

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

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

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

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





## Interface Performance Expectations

**Third Party System: CPL Reference Laboratory**

**Revised: September 13, 2023**

- Interface functionality includes:  
Outbound from Thrive – Laboratory Orders (HL7 ORM message)  
Inbound to Thrive – Laboratory Results (HL7 ORU message)
- Data will be transmitted utilizing TCP/IP communications. Evident will be configured as the client for sending data and as the server for receiving data. HL7 Minimal Lower Layer Protocol will be followed for data framing.
- The proper functionality of this interface is dependent upon the facility being on the latest version of the Thrive software. Modifications to the HIS programs are limited to the current software release and update.
- Evident will install HL7 unidirectional and bidirectional interfaces using version 2.5.1 unless otherwise noted prior to interface implementation.
- Orders will be transmitted to the Reference Lab after a manifest has been built and edited by hospital laboratory personnel. Specimen processing requirements must be entered in the Thrive item master order entry information to properly print on the manifest and specimen label.
- The manifest and sample labels will be those currently available in Thrive.
- The Reference lab will be responsible for providing a copy of their test compendium, top 100 orderable lab tests to the facility. The facility will cross-reference the reference lab orderable tests codes with their Thrive lab item number.
- When a facility sends the same lab order/ item to multiple reference labs, a separate item number must be created in Thrive for each Reference Lab that may perform the test, i.e., if the facility sends a TSH to Reference Lab Vendor 1 and to Reference Lab Vendor 2; two TSH items must be created in Thrive. One TSH item will be specific to Reference Lab Vendor 1 and the other TSH item will be specific to Reference Lab Vendor 2.
- Evident prefers client bill, however; if required a flag will be transmitted in the HL7 ORM message to indicate "client bill" or "third party bill" or "patient bill". For Evident to determine the bill type, the facility must provide the financial class type required for each bill type.
- Insurance/billing information will be transmitted in the HL7 ORM message with the Thrive insurance code for third party and patient bill patients.
- For Diagnosis codes to be transmitted in the HL7 ORM message and applied to the manifest the diagnosis code must be entered or available from the Thrive Medical Record Grouper or from Order Entry Associated Problems, prior to the order being added to the manifest.



## Interface Performance Expectations

Third Party System: CPL Reference Laboratory

Revised: September 13, 2023

- Evident will transmit the following information: *(may not be a complete list\*)*

### Order Transmissions (HL7 ORM message):

- Patient Name
  - Thrive Patient Account Number
  - Social Security Number
  - Date of Birth
  - Sex
  - Thrive Order Number
  - Ordering Physician
  - Reference Lab Order (battery) Code
  - Specimen Collection date/time
- > Entering the Order Collect date/time in Thrive is required to add an order to a batch and send the HL7 ORM message to the Reference Lab.
  - > Cancel order status messages are *not* supported with this interface.
  - > Orders for SARS-CoV-2 (COVID-19) testing *may* require additional information to be provided for necessary state and federal agency reporting. Some of this information may be readily available from designated fields within the Thrive software, such as patient race and ethnicity. All other information must be documented on the Thrive item order entry questions to be sent with the order message. Please note this information utilizes all available space for order entry questions in Thrive.

***\*Note: Evident does not transmit a separate HL7 ADT message. Available patient demographic information is sent within the ORM message only. See the provided Evident Reference Lab HL7 Interface specifications for a complete list of available fields for transmission. Please note that Evident guidelines apply to Thrive software for the proposed project.***

- Reference Lab will transmit the following information: *(may not be a complete list\*)*
  - > Result Transmission (HL7 ORU message): Note - Evident required fields are noted with an asterisk (\*)
    - Thrive Order Number \*
    - Thrive Patient Account (visit) Number \*
    - Item Description of test ordered
    - Reference Lab Order (battery) Code \*
    - Received date/time
    - Reference Lab Test Code \*
    - Test Name
    - Test Result \*
    - Units of measure (if applicable)
    - Reference Range (if applicable)
    - Abnormal Flags (if applicable)
    - Result Status \*



## Interface Performance Expectations

Third Party System: CPL Reference Laboratory

Revised: September 13, 2023

- Completion Date/Time/Initials \*
- Test performing lab information \*

### Result Processing -

- > The Thrive order number and patient account number are required in the ORU message for proper result processing.
- > The option to reprocess general reference lab results from the HIS is available; however, the option to reprocess discrete microbiology results directly from the HIS is not available, due to formatting requirements.
- > Reflex test results will be processed if they are part of the formatting of the original order sent to the Reference Lab.
- > When reflex result codes are not formatted as part of the original order the results will not be processed. These orders must be entered in Thrive LIS by hospital laboratory personnel and results reprocessed with the appropriate Thrive order number. ***Please note, reflexing a test result to a microbiology order/culture is not available via the Evident reference lab interface.***
- > Add-on tests must be handled via a manual process:
  - The facility must call the reference lab to verbally submit the add-on-test(s).
  - The same collect and receive times as the original order should be entered on the new order.
  - Add-on test(s) results will be transmitted by the reference lab using the original order number.
- > For corrected results, Evident requires the previously reported result be provided along with the corrected result, preferably within an NTE segment.
- > Evident does not support multiple microbiology panels contained in one item or order number for interfaced results, i.e., Aerobic and anaerobic culture ***cannot*** exist as a single item/order. To process results, the interface requires a single order for each microbiology panel, such as Aerobic culture and Anaerobic culture.
- > Evident expects to receive Performing Lab information, including the CLIA number, in HL7 discrete fields to guarantee the correct information is available for viewing in Thrive and for transmission to other third-party vendor interfaces.
- > Results must be verified (reviewed) by hospital laboratory personnel within the Thrive LIS application prior to completing the order.
- > Completed test results will follow the hospital's Thrive report distribution protocol, including distribution for any existing outbound result interfaces.

### Results Display:

- > Results are viewable from all Thrive applications with Lab order review capabilities and appropriate security settings.
- > Reference lab results transmitted from the Reference Lab in a discrete format will be stored in Thrive in a discrete format. However, these results will be applied to the order and displayed as detailed results, ***not*** discrete or columnated results.
  - The Detail button must be selected to display Reference Lab results from the Result Summary and Patient Summary Screens.



## Interface Performance Expectations

Third Party System: CPL Reference Laboratory

Revised: September 13, 2023

- From the Notes application, Lab results will display in a table format if that option is selected for the display.
  - Reference Lab results will display in a PDF format from Order Chron and Clinical history.
  - Reference Lab results are not available for display from the POC Whiteboard.
- Meaningful Use Objective 170.205(g) evaluates the capability to enter, display and electronically submit LOINC-encoded laboratory test results to public health agencies. Evident must receive discrete, LOINC-encoded test results and SNOMED CT, where applicable, from the reference lab to comply with this objective. ***NOTE: If the reference lab performs culture and sensitivity testing for the facility, these results must be sent to Evident as discrete (Structured Data) with applicable LOINC and SNOMED coding. Otherwise, Evident cannot guarantee the interface will satisfy the required needs for MU objectives where transmission of lab results is required in structured (discrete) format to State Agencies or other third-party vendors.***
- As Evident strives to meet the changing needs of the healthcare industry and the complexities required with interoperability, future enhancements to the software may necessitate modifications to existing facility interfaces. We encourage all facilities to plan accordingly for the potential of longer development time, supplementary input from parties involved and additional fees. Evident is not responsible for any third-party vendor costs that may be incurred for interface changes.
- The above requirements meet the preliminary needs for the interface. This initial sign-off is needed prior to development of the interface. Relatively minor changes during development are permitted if the third-party and Evident both agree that it will not impact development resources/timelines and implementation target dates. Please note that changes outside the scope of this initial interface performance expectation will require review for level of effort and may necessitate an additional quote.

**Hospital Vendor Contract Summary Sheet**

1.    ☒ Existing Vendor                      ☐ New Vendor
2.    **Name of Contract:** Siemens Healthineers
3.    **Contract Parties:** Siemens, Mangum Regional Medical Center
4.    **Contract Type Services:** Service Contract
5.    **Impacted Hospital Departments:** Lab
6.    **Contract Summary:** This is a reagent rental contract. Within this agreement MRMC agrees to purchase a minimum of \$75,930.49 in reagents from Siemens. This reagent purchase allows use of a new Siemens Dimension EXL 200. Within this contract the new Dimension EXL 200 comes a warranty and an extended warranty for 7 years.
7.    **Cost:** ☒ \$114,242 Siemens contract, other cost of reagents not received from Siemens, less service contract.
8.    **Prior Cost:** ☒ \$133,308.00 total cost of chemistry lab expense last year with service contract of \$12,600.00
9.    **Term:** 84 Months
10.   **Termination Clause:**
11.   **Other:**

## MASTER EQUIPMENT AND PRODUCTS AGREEMENT

Legal Name: MANGUM CITY HOSPITAL AUTHORITY  
Customer Name: MANGUM REGIONAL MEDICAL CENTER  
Address: 1 WICKERSHAM DR  
City, State, Zip: MANGUM, OK, 73554

Sold to Customer #: 2498

This Master Equipment and Products Agreement ("Agreement") by and between Siemens Healthcare Diagnostics Inc. ("Siemens") and the party identified under "Legal Name" (or "Customer Name" if no "Legal Name") in the heading above ("Customer") is effective as of the date of Siemens' execution ("Effective Date"). Siemens is providing the financing for the lease of the Equipment.

**1) PURPOSE.** The purpose of this Agreement is to provide general terms and conditions under which Siemens and Customer will enter into one or more individual Agreement supplements (each a "Supplement") for the lease of medical diagnostic equipment ("Equipment"), purchase of reagents (or panels), consumables and supplies ("Products") and purchase of Service (as defined in Section 4(b)). Each Supplement shall incorporate the terms and conditions of this Agreement as well as additional terms and conditions relevant to the business transaction between the parties, including the term of the Supplement ("Supplement Term").

**2) TERM OF AGREEMENT.** This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party with at least thirty (30) days prior written notice to the other party, provided that termination of this Agreement is not permitted while any Supplement is in effect.

**3) COMMITMENT.** Customer agrees to make sufficient purchases on a periodic basis during each year of the Supplement Term to meet the minimum annual purchase commitment identified in each Supplement ("Commitment Amount"). Customer will make purchases to meet the Commitment Amount by ordering a minimum dollar amount of the Products identified on each Supplement or, if cost-per-reportable-result (CPRR) pricing is applicable, by generating a minimum number of results. Pricing is set forth in each Supplement and includes a discount based on Customer's Commitment Amount.

**4) EQUIPMENT MAINTENANCE AND SERVICE.** (a) Equipment Maintenance. Customer is responsible for performing all maintenance requirements described in the operating manuals provided by the manufacturer and to keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Additionally, Customer shall (i) not relocate or make alterations to the Equipment without the prior written consent of Siemens, (ii) use the Equipment solely for Customer's business purposes and own use and in accordance with the Instructions For Use, and (iii) provide reasonable access to Siemens and its agents to inspect the Equipment.

(b) Equipment Service. In addition to the operator maintenance responsibilities identified in the operating manual, the Equipment also requires periodic servicing, including preventative maintenance visits ("Service"). If Service is specified on a Supplement, Siemens will provide Service in accordance with the type of service and for the period of time (the "Service Period") that is specified on the Supplement. Such Service shall provide all labor and parts (excluding consumables, electrodes and certain other parts) as are necessary to keep the Equipment in good working order. Service does not cover: (i) failure due to accident, neglect, or operation not set forth in the operating manuals; (ii) Customer's failure to properly maintain the Equipment in accordance with the applicable operating manuals; (iii) use of unauthorized reagents or disposables that may result in damage to or abnormal wear of the Equipment's internal components; or (iv) damage resulting from operating in environmental conditions outside those specified by the applicable operating manuals. For any time when Siemens is not responsible for providing Service, Customer will be responsible for all Service, and for any damage resulting from such Service. Customer is required to pay for the cost of any repairs to the Equipment caused by Customer's negligence, abuse or

alteration of the Equipment. Siemens is not required to add any design, engineering, or performance change or development into the Equipment after it is delivered to Customer. Customer shall provide Siemens with both on-site and remote access to the Equipment. The remote access shall be provided through the Customer network as is reasonably necessary for Siemens to provide services under this Agreement. Remote access will be established through a high-speed internet-based connection to Siemens Data Center utilizing Applicable Equipment requirements. Customer acknowledges Siemens may require remote access in order to provide services under this Agreement. In the event that Customer fails to provide or maintain the remote access connection, then Siemens shall have the option to terminate this Agreement.

(c) **SRS Connection.** (a) System Monitoring. Siemens provides services for remote monitoring of certain Siemens Equipment used by Customer and described in a Supplement hereto ("Applicable Equipment"). In connection with such services, Siemens uses certain Smart Remote Services software ("SRS"), a persistent online connection between Siemens or its affiliates and the Applicable Equipment to monitor the performance of Applicable Equipment and deliver updates and patches to permit Siemens monitoring of the performance of the Applicable Equipment anonymously ("SRS Connection"). SRS is installed on the analyzer computer or server, and works within a domain environment, workgroup, or on a standalone system.

In the event that Customer fails to provide or maintain the SRS Connection for the Applicable Equipment, then Siemens shall have the option to terminate this Agreement and any applicable Supplements hereto. In addition, any Uptime Performance Guarantee or Availability Commitment of the Equipment (if applicable) shall be void if the SRS Connection is not provided and available 24 hours per day, 7 days a week.

For the purposes of this Section, 'Security Concept' means Siemens IT security concept, which can be found under the following link or which Siemens will send to Customer upon request: <https://www.siemens-healthineers.com/services/customer-services/connect-platforms-and-smart-enablers/smart-remote-services>. 'Technical Data' means information available through the SRS Connection and may include: (i) application logfiles, errors occurred, device properties, quality control (technical status information); (ii) configuration, software versions, patches, licenses, network settings, device service history (asset and configuration data); (iii) sequences of performance of various tasks, used applications/licenses and interactions with the application (utilization data); (iv) the reagents and consumables loaded onto the Applicable Equipment; (v) any other data explicitly agreed; and in each case not related to an identified or identifiable natural person. 'Smart Technical Data' means correlated Technical Data derived from the Applicable Equipment to support prediction of Equipment service requirements.

Siemens and its affiliates are authorized to access, maintain, repair, calibrate, update or patch the Applicable Equipment that is the object of the SRS Connection or provide remote training in every case through the SRS Connection and use any Technical Data collected via the SRS Connection for the aforementioned purposes. If the Applicable Equipment hereunder is covered by a warranty period or extended service plan, then Siemens, its affiliates and other companies engaged by Siemens are also authorized to carry out through the SRS Connection additional system monitoring services supported by the covered Equipment.

(d) Access to Data and Use of Data. Customer hereby irrevocably permits Siemens and its affiliates to use for their own business, product surveillance, research or development purposes (e.g. determine trends of usage products and services, improvement of products, services and software), for facilitating and advising on continued and sustained use of



products and services, substantiation of aggregated product and services marketing claims and for benchmarking purposes, without restrictions in terms of time, transferability, replication, location or content: (i) Technical Data that is collected via the SRS Connection; and (ii) Smart Technical Data that is collected via the SRS Connection from the Applicable Equipment during a running commercial relationship between the parties.

(e) Customer Obligations for SRS Connection. Customer shall permit the SRS Connection to be established by connecting the applicable Equipment either directly or through a gateway or networked computer at Customer's own expense to a secured telecommunications link via a broadband connection and Customer shall bear the cost of any technical requirements for any such connection that is not a part of the Applicable Equipment (e.g. establishing a broadband connection); (ii) Customer shall support Siemens in protecting against cyber threats by implementing and continuously maintaining a holistic, state-of-the-art security concept protecting Customer's IT infrastructure; (iii) Customer shall not connect Equipment to the SRS Connection that does not comply with state-of-the-art security policies or is otherwise approved by Siemens; (iv) Customer shall not use the SRS Connection in a way that impairs or disrupts the integrity of the SRS Connection or Siemens IT infrastructure; and (v) Customer shall not transmit any data containing viruses, Trojan horses or other programs that may damage or impair the SRS Connection or Siemens IT infrastructure.

(f) SRS Limited Warranty. Unless explicitly otherwise regulated the SRS Connection is provided "as is" and Siemens does not provide Customer with any warranty or guarantee regarding the availability, performance or quality of the SRS Connection. Siemens will not provide an SRS Connection if: (i) the provision is prevented by any impediments arising out of national or international foreign trade or custom requirements or any embargoes or other sanctions; or (ii) there is a defect, malfunction or other problem with the telecommunications network; or (iii) there is a defect, malfunction, insufficient configuration or other problem with Customer's infrastructure.

(g) Update of Terms and Security Concept. Siemens shall set up the technical and organizational process for the SRS Connection and IT infrastructure used by Siemens for the establishment of the SRS Connection according to the Security Concept. Siemens shall be entitled to modify and/or update the terms of this Section 4. SRS Connection and/or the Security Concept to reflect technical progress, changes in law and the further development of its offerings. Such modifications and/or updates shall not jeopardize the quality and execution of the SRS Connection. Siemens shall inform Customer of changes by giving Customer at least thirty (30) days' prior written notice. Siemens will provide Customer with access to the updated terms and conditions.

(h) Certification of SRS. The Siemens service organization shall maintain a certified information security management system for the purposes of the SRS Connection. In this regard, Siemens shall be subject to regular external audits by independent third parties. The scope and details of the certification are determined in the current Security Concept.

(i) SRS Connection Termination. Siemens shall be entitled to suspend the SRS Connection with immediate effect if Customer is in breach of the terms contained herein or if Siemens, acting reasonably, is of the opinion that the SRS Connection to one or more of Customer's Equipment contains a risk for the security and performance of the IT infrastructure used by Siemens.

(j) SRS Intellectual Property. Siemens (and its licensors, where applicable) will retain all intellectual property rights relating to the Applicable Equipment, including improvements thereto, including any improvements derived from Technical Data or Smart Technical Data, as well as any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer which are hereby assigned to Siemens.

**5) TRAINING.** Siemens shall make available and Customer shall attend Siemens' Equipment training course as specified in the Supplement.

**6) SHIPPING AND INSTALLATION.** (a) Equipment and Product deliveries will be FOB destination and subject to Siemens' standard delivery terms and shipping policy. Siemens' standard delivery terms and shipping policy can be found at <https://www.siemens-healthineers.com/en-us/services/laboratory-diagnostics/service-and-support/shipping/healthcare-shared-network>. Customer shall pay all applicable shipping and handling charges for the Equipment and Products to be delivered to the Customer installation location set forth in the Supplement (the "Premises"). Such charges may be added to the invoice or may be included in the monthly charge for the Equipment. (b) Customer will be responsible for the cost of preparing the Premises for the Equipment. This may include making structural changes or installing separate electrical circuits, dedicated phone lines and/or network connections or special plumbing, air conditioning or humidity controls. Once Customer has prepared the Premises and notified Siemens that the Premises are ready for Equipment installation, Siemens will install the Equipment at no extra cost and will provide Customer with applicable operating manuals.

**7) WARRANTY.** Siemens warrants to Customer that the Equipment shall be free from defects in material and workmanship and conform to the manufacturer's specifications when delivered. Any claim for breach of this warranty, if any, must be made in writing within one (1) year of the delivery of the Equipment. Customer's exclusive remedy for breach of this warranty shall be, at Siemens' option, the repair or replacement of the breaching Equipment or an appropriate refund, allowance or credit reflecting depreciation.

Siemens warrants to Customer that Products will be free from defects in material and workmanship and will conform to the applicable manufacturer's specifications until the date appearing on the applicable packaging. The foregoing warranty does not apply to conditions resulting from use or storage not in accordance with the manufacturer's instructions or other external causes or from operation outside the environmental parameters specified for the Products. Customer's exclusive remedy for breach of this warranty shall be the replacement of such Products.

Siemens also warrants that the use of the Equipment and Products in the form delivered to Customer and in accordance with the instructions and manufacturer's specifications will not infringe the U.S. patent of any third party. This warranty does not cover the use of the Equipment or Products in combination with any other product or equipment not approved by Siemens. Customer's exclusive remedy for breach of this warranty shall be the intellectual property indemnification set forth in Section 17 (c), below.

THE ABOVE ARE THE SOLE WARRANTIES PROVIDED BY SIEMENS UNDER THIS AGREEMENT. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, IN CONNECTION WITH THE EQUIPMENT OR PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No Assignee (as defined in Section 19, below) will be responsible to Customer for any problem or claim in connection with a) the use, operation or performance of the Equipment or Products; b) any interruption of service, loss of business or anticipated profits; or c) the delivery, servicing, maintenance, repair or replacement of the Equipment.

No oral or written promises as to the Equipment or Products which conflict with this warranty will bind Siemens unless signed by an authorized representative of Siemens.

**8) RISK OF LOSS AND INSURANCE.** (a) Customer shall be responsible for the entire amount of any loss or damage to the Equipment from whatever cause after the delivery of the Equipment, except for ordinary wear and tear. Customer shall promptly notify Siemens of any loss or damage to the Equipment. (b) Upon delivery of the Equipment and until the end of the applicable Supplement Term, Customer will maintain (i) all risk property insurance covering the Equipment up to the replacement cost value, except for ordinary wear and tear and (ii) occurrence form commercial general



liability insurance including contractual liability, with a combined single limit of at least \$1 million per occurrence and in the aggregate for bodily injury and property damage liability. Siemens shall be named as a loss payee on Customer's all risk property insurance policy and an additional insured on Customer's commercial general liability policy. The insurance required herein shall be primary and non-contributory to any insurance maintained by Siemens when responding to Customer's obligation to defend and indemnify Siemens upon request, Customer shall furnish a certificate of insurance certificate evidencing the foregoing insurance coverage. Siemens shall be provided at least thirty (30) days prior written notice if the required insurance is cancelled or materially altered. Failure to maintain the required insurance shall not relieve Customer from any liability or obligation under this Agreement.

**9) TITLE TO EQUIPMENT.** Siemens is the owner of and shall retain title to the Equipment. Customer shall not permit or allow any attachment, lien, security interest, or other encumbrance to be filed against the Equipment by any individual or entity other than Siemens or its Assignees. If, however, any Supplement is deemed a lease for purpose of security, Customer hereby grants to Siemens to secure all payments and other obligations of Customer to Siemens under the Supplement, a purchase money security interest in the Equipment covered by such Supplement together with all accessions, attachments, replacements, substitutions, modifications and additions thereto, now or hereafter acquired and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof (including insurance proceeds). Customer shall deliver to Siemens such documents that Siemens reasonably requests in order to protect Siemens' interest in the Equipment. CUSTOMER AUTHORIZES SIEMENS TO FILE (WITHOUT CUSTOMER'S SIGNATURE), BOTH BEFORE AND/OR AFTER THE DATE OF A SUPPLEMENT AND IN ANY FILING OFFICE(S) THAT SIEMENS DETERMINES APPROPRIATE, FINANCING STATEMENTS COVERING THE EQUIPMENT.

**10) TAXES.** Customer is responsible for and will pay all sales, use and property taxes assessed on the possession, ownership, service, sale or use of the Equipment or Products under a Supplement (collectively, "Taxes"). If Siemens is billed directly by the taxing authority for such Taxes, Siemens shall initially pay such Taxes and subsequently re-bill Customer. If Customer pays such Taxes directly, then copies of the receipted tax bills or other evidence of payment shall be provided to Siemens upon request.

In the event that Customer is exempt from certain Taxes pursuant to a tax exemption certificate (the "Exempt Taxes"), and provided that (a) Customer maintains a valid tax exemption certificate throughout the term of this Agreement; (b) Customer provides Siemens with a copy of such certificate; and (c) such tax exemption is allowable and transferable to Siemens, then Siemens will not pay the Exempt Taxes and will not seek reimbursement from Customer for the Exempt Taxes. In the event that any Taxes are outside the scope of the tax exemption certificate, Customer will remain responsible for such Taxes.

**11) PAYMENT.** All invoices are due and payable within thirty (30) days of the date of invoice.

**12) PRICE ADJUSTMENTS.** Siemens may increase the prices for Products as specified in the Supplement.

**13) COMPLIANCE.** At Siemens' discretion, but no less frequently than annually, Siemens may periodically review whether Customer has made sufficient purchases to meet the pro-rata portion of the minimum Commitment Amount associated with the period under review. If Customer's purchases for the period under review are insufficient to satisfy the minimum Commitment Amount, then such deficit will be considered a "Shortfall" to meeting the Commitment Amount. In the event of a Shortfall, Siemens, in addition to such other rights as are available by law, reserves the right to compensate for the Shortfall by taking one or more of the following actions: a) immediately implement a price increase for any and all Products for any subsequent period and/or b) invoice Customer for all or part of the Shortfall and/or c) extend the Supplement Term and/or d) terminate the Supplement pursuant to Section 15(a).

**14) SOFTWARE.** For Equipment containing software, no title, right or interest in the software is transferred to Customer except as expressly provided herein. The software component of the Equipment is licensed to Customer only for its own use of the Equipment. The software may not be disclosed or distributed in whole or in part to third parties or duplicated in any form or medium except as necessary for program execution or archival storage. Further, Customer shall have no right to modify, sublicense, disassemble, decompile, or otherwise reverse-engineer the software.

Notwithstanding the above terms, any open source software contained in the software component of the Equipment is licensed under the license terms applicable to that software. Where required by the specific license terms, Siemens will make the source code for such open source software available upon request from Customer in accordance with the terms of the relevant open source license. Notices and licensing information regarding such open source software are provided in the documentation associated with the Equipment, whether resident in the Equipment itself or in other form.

**15) TERMINATION.** (a) Siemens Termination for Default. If Customer Defaults (as defined below) under this Agreement or a Supplement and does not cure such Default within thirty (30) days after Customer has received notice of such Default from Siemens, Siemens may in its discretion and without further liability, terminate the applicable Supplement or may terminate this Agreement together with all Supplements. In the event of such termination, Customer shall be responsible for paying the Termination Amount in Section 15(b).

A Default is deemed to have occurred if Customer: (i) fails to make a payment when due; (ii) fails to complete any Supplement Term; (iii) becomes insolvent; (iv) ceases doing business; (v) assigns the Equipment lease or this Agreement for the benefit of creditors; (vi) appoints a trustee or receiver for Customer or for a substantial part of Customer's property, or initiates any proceeding under bankruptcy law by or against Customer; (vii) attempts, without Siemens' prior written consent, to remove, sell, assign, transfer, grant a lien in, sublease or part with possession of the Equipment; or (viii) fails to comply with any requirement of this Agreement or a Supplement.

(b) Effects of Termination. In the event of a termination under Section 15(a), Customer shall be obligated to pay to Siemens (i) any unpaid principal balance on the Equipment and applicable taxes, as determined by Siemens, plus (ii) all other amounts due and unpaid, plus (iii) the difference between the applicable Commitment Amount for the entire Supplement Term and the total amount of purchases actually made by the Customer through the date of termination plus (iv) any costs and expenses, including reasonable attorney's fees, which are incurred by Siemens as a result of any Default (collectively, the "Termination Amount"). If addition of the amounts listed in (i) through (iv) results in any redundancy, Customer will only be responsible for paying each amount one time. Customer shall permit Siemens or its agents to enter the Premises and immediately recover possession of any Equipment covered by the terminated Supplement and take any other appropriate legal steps. Siemens may also sell, lease, transfer or otherwise dispose of the Equipment at one or more public or private dispositions without advertisement or notice except as required by law upon such terms and at such place as Siemens may deem advisable, and Siemens may be the purchaser at any such sale (if any such notice is required, Siemens and the Customer agree that ten (10) days notice shall be deemed to be commercially reasonable). Termination pursuant to Section 15(a) does not relieve Customer of any of its obligations under this Agreement or any Supplement including, but not limited to, payment of the Termination Amount in this Section 15(b).

**16) CONFIDENTIALITY.** Customer and its employees will maintain the confidentiality of any oral or written information disclosed by Siemens, including: (i) the terms of this Agreement (including, but not limited to, pricing); (ii) information designated as confidential; and (iii) information that should reasonably be expected to be treated as confidential by the recipient whether or not such information is designated as confidential. Except as





necessary to carry out this Agreement, confidential information will not be disclosed by Customer or its employees to any third party or used by Customer or its employees without the prior written consent of Siemens. Siemens may in the provision of Products and Equipment and performance of its services under the Agreement collect data from Customer associated with installation, validation, and servicing of the Equipment ("Customer Data"). The Customer Data may include data that is considered Protected Health Information as that term is defined in 45 CFR § 160.103 and used in the Health Insurance Portability and Accountability Act ("HIPAA"). ANY SUCH USE BY SIEMENS OF ANY SUCH CUSTOMER DATA WILL SPECIFICALLY EXCLUDE (I) DISCLOSURE OF ANY SPECIFIC PATIENT IDENTIFICATION OF INFORMATION AS ORIGINATING FROM A CUSTOMER SYSTEM AND (II) ANY USE OF INFORMATION BY SIEMENS IN VIOLATION OF APPLICABLE HIPAA PROVISIONS REGARDING PROTECTED HEALTH INFORMATION. For the avoidance of doubt, Siemens does not claim any ownership of Customer Data; however, Customer hereby grants to Siemens the perpetual, non-exclusive, worldwide, irrevocable, royalty-free, unlimited, transferable and within Siemens sub-licensable right to use the Customer Data for lawful purposes such as benchmarking, improvement of Siemens' services and other general commercial services.

#### 17) LIMITATION OF LIABILITY AND INDEMNIFICATION.

(a) Limitation of Liability. In no event shall Siemens' liability during each year of this Agreement exceed the actual loss or damage sustained by Customer or participant under the particular Supplement by Product line giving rise to such loss or damage, up to the amount of fees payable to Siemens under such Supplement during the year in which the loss or damage occurred, however, liability for intentional misbehavior and personal injury will not be limited. **SIEMENS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, COST OF SUBSTITUTE EQUIPMENT, SERVICE, OR PRODUCTS (UNLESS OTHERWISE AGREED TO BY SIEMENS), OR LOSS OF STORED, TRANSMITTED OR RECORDED DATA. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SUPPLEMENT.** The limitations of Siemens' liability contained herein shall apply to Siemens and Siemens' employees, agents and subcontractors performing under this Agreement, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if Siemens or its employees, agents or subcontractors are advised of the likelihood of such damages.

The limitations of Customer's liability set forth herein do not affect Customer's liability for Claims (as defined herein) arising out of the negligent or wrongful acts or omissions of Customer or participant, its employees or agents in connection with this Agreement or any Supplement or Customer's indemnification obligations for Claims arising from infringement of intellectual property rights, to the extent set out in this Agreement. The limitations of Siemens' liability set forth herein do not affect Siemens' liability for Claims for personal injury arising as a result of Siemens' negligence or product defect, or Siemens' indemnification obligations for Claims arising from infringement of intellectual property rights, to the extent set out in this Agreement.

**THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.**

(b) General Indemnification. Siemens and Customer each agree to indemnify and hold the other party and its employees, directors, officers and agents (collectively, the "Indemnitees") harmless from and against any and all third party claims and associated liabilities, obligations, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees) imposed upon or incurred by or asserted against any of the Indemnitees ("Claims") for bodily injuries (including death) or damages to or loss of real or tangible personal property, to the extent that any such Claim arises out of the negligent or wrongful acts

or omissions of the indemnifying party, its employees or agents in connection with this Agreement or any Supplement, provided that the Indemnitee provides the indemnifying party with prompt notice of the Claim, reasonable cooperation in the defense and/or settlement of the Claim and all right and power to defend and/or settle such Claim.

(c) Intellectual Property Indemnification. If Customer receives notice that any of the Equipment or Products, or parts thereof, violates the infringement warranty set forth in the WARRANTY Section herein, then Customer shall promptly notify Siemens in writing and give Siemens information, assistance and exclusive authority to evaluate, defend and settle the Claim. Siemens shall, at its own expense, defend or settle such Claim, procure for Customer the right to use the Equipment or Products, or remove or modify them to avoid infringement. If none of these alternatives are available on terms reasonable to Siemens, then Customer shall return the Equipment and/or Products to Siemens and Siemens shall refund to Customer the purchase price paid by the Customer for the Equipment or Products, less reasonable depreciation for Customer's use (if applicable). The foregoing states Siemens' entire obligation and liability, and the Customer's sole remedy, for Claims of infringement. Siemens will not defend or indemnify Customer, however, if any such Claim results from (i) use of other than the most recent version of the Equipment or Products made available to Customer by Siemens; (ii) Customer's alteration of the Equipment or Products without Siemens' written authorization; (iii) use of the Equipment or Products in combination with software or equipment not provided by Siemens; or (iv) use of the Equipment or Products in a manner that is not in accordance with the manufacturer's manual, specifications, and other accompanying documentations or other instruction from Siemens.

The obligations of indemnity shall survive the expiration or termination of the Agreement.

**18) APPLICABLE LAW; JURISDICTION.** THIS AGREEMENT AND ALL SUPPLEMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. EACH OF THE PARTIES CONSENTS TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN ILLINOIS FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS AGREEMENT.

**19) ASSIGNMENT.** Customer may not assign either this Agreement, or any Supplement, or any right or obligation arising out of this Agreement or any Supplement, without the express written consent of Siemens, and such consent shall not be unreasonably withheld, provided that Customer agrees to remain primarily responsible under the Supplement. Customer must provide Siemens with prompt written notice of any change in ownership, change in control or operations or any other change which would affect the ordering, shipment, invoicing or payment of Products. Siemens may assign its right to receive payment under any Supplement to one or more assignees (collectively, the "Assignees").

**20) DISCLOSURE OF DISCOUNTS.** Customer acknowledges that discounts, rebates, credits, free goods or services, coupons or other things of value which Customer may receive from Siemens under this Agreement or any Supplement constitute a discount or reduction in price for purposes of 42 U.S.C. paragraph 1320a-7b(b)(3)(A) ("Discounts"). Customer further acknowledges that the cost of Customer's use of the Equipment listed in a Supplement is included in the pricing under such Supplement. Customer agrees to file all appropriate reports and to properly disclose and reflect all Discounts in any report filed in connection with state or federal cost reimbursement programs.

**21) PAYMENT OBLIGATION.** (a) Customer is required to make payments for the Equipment in accordance with the applicable Supplement even if Customer has a claim against Siemens. (b) Customer is not entitled to reduce or set-off for any reason any amounts against Customer's payment obligations under any Supplement. (c) Customer may not assert any claims or defenses Customer has against Siemens against any



Assignee. Customer's obligation to make such payments to any Assignee is unconditional and is not subject to any claims, defenses or rights. (d) Customer's obligation to pay and perform all of Customer's obligations under this Agreement and any Supplement will continue even if the Equipment is lost, damaged, stolen or destroyed. (e) THIS IS A FINANCE LEASE OF THE EQUIPMENT FOR PURPOSES OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

**22) ENTIRE AGREEMENT; AMENDMENTS.** Each Supplement (as incorporating the terms and conditions of this Agreement) sets forth the entire agreement between the parties relating to the subject matter herein and there are no understandings, agreements, or representations expressed or implied not stated herein and therein, including by reason of any terms or conditions of any agreement ("Group Purchasing Agreement") between Siemens and a group purchasing organization ("GPO"). Notwithstanding the foregoing, as between Customer and Siemens, Customer may still be entitled to certain benefits pursuant to the terms of a Group Purchasing Agreement between Siemens and a GPO by virtue of Customer's membership in such GPO provided that Customer is an active member of the GPO and the Group Purchasing Agreement is in full force and effect. To that end, in the event of any conflict or inconsistency between the terms of any Supplement (as incorporating the terms and conditions of the Agreement) and the terms of such Group Purchasing Agreement, (a) if the conflict or inconsistency is regarding a payment or financial obligation, then the terms of this Agreement shall control; and (b) if the conflict or inconsistency is regarding any other term or condition (not regarding a payment or financial obligation), then the terms and conditions of the Group Purchasing Agreement shall control. Customer shall get the benefit of such Group Purchasing Agreement only so long as it does not affect any of Customer's payment or other obligations with respect to Equipment or any of the rights or remedies of Siemens (or any Assignee) with respect thereto. Neither the Agreement or any Supplement shall be terminated (except termination in the event of a Default) or modified except by a written document signed by authorized representatives of all parties

making specific reference to this Agreement or Supplement, as applicable, and expressing the intention to modify or terminate. Any modifications contained or incorporated into a Supplement that in any way alter the terms of the Agreement shall be effective only with the respect to that Supplement and shall be ineffective with respect to any other Supplement. Any term or condition contained in a Customer purchase order relating to Products supplied under a Supplement shall be null and void.

**23) MISCELLANEOUS.** (a) If Siemens fails to enforce its rights against Customer at any time, it may enforce those rights later without waiver or at such other time that Customer fails to perform any of Customer's obligations.

(b) Customer agrees not to disclose the prices or the terms and conditions of Customer's purchases under this Agreement to any person except as required by law.

(c) TO THE EXTENT PERMITTED BY LAW: (i) THE PARTIES HERETO AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THE AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY; (ii) CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON IT BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE (IF DEEMED APPLICABLE), AND; (iii) CUSTOMER WAIVES ALL RIGHTS IT MAY HAVE TO LIMIT OR MODIFY ANY OF SIEMENS' RIGHTS AND REMEDIES HEREUNDER.

(d) Customer and Siemens will send any required notices to the other parties by registered or certified mail or by recognized overnight courier service. All notices will be sent to the applicable party at the address set forth herein. A party may designate an alternate address for notices by giving written notice thereof in accordance with the provisions of this Section.

Siemens and Customer expect to complete Equipment delivery and Equipment go-live (Equipment available for first patient use) by the dates specified in the Supplement to this Agreement, if applicable.

**IN WITNESS HEREOF**, each party has caused its duly authorized representative to execute this Agreement as of the Effective Date.

**Customer:**

By: \_\_\_\_\_  
 Name (Print): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Siemens Healthcare Diagnostics Inc.:**

By: \_\_\_\_\_  
 Name (Print): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Address: 511 Benedict Ave, Tarrytown, NY 10591

## Supplement to Master Equipment and Products Agreement

**Product Line:** Dimension  
**Billing Option:** Cost Per Test

Legal Name:	<u>MANGUM CITY HOSPITAL AUTHORITY</u>	Group Purchasing Organization:	<u>PREMIER PARTNERS</u>
Customer Name:	<u>MANGUM REGIONAL MEDICAL CENTER</u>	Sold to #:	<u>2498</u>
Address:	<u>1 WICKERSHAM DR</u>		
City, State, Zip:	<u>MANGUM, OK, 73554</u>		

THIS SUPPLEMENT ("Supplement") to the Master Equipment and Products Agreement (the "Agreement") dated \_\_\_\_\_ is by and between Siemens Healthcare Diagnostics Inc. ("Siemens") and the party identified under "Legal Name" (or "Customer Name" if no "Legal Name") in the heading above ("Customer") and incorporates the terms and conditions of the Agreement. Capitalized but undefined terms will have the meanings ascribed to them in the Agreement. Attachment A and all terms included therein are incorporated by reference into this Supplement. For all purposes hereof, this Supplement is effective as of the date of Siemens' execution ("Supplement Effective Date").

**1) EQUIPMENT.** Siemens agrees to lease to Customer, for Customer's use at the address Customer has provided above (the "Premises"), the Equipment set forth in Attachment A, attached hereto and made a part hereof.

Billing Address (if different from address of the Premises): \_\_\_\_\_

**2) PRODUCTS.** Customer agrees to purchase from Siemens on a periodic basis during each year of the Supplement Term, the Products listed on Attachment A at the prices specified on Attachment A.

**3) PRODUCT INVOICING.** Customer will be invoiced upon shipment of the Products. Payment is due in accordance with the Payment Section of the Agreement. An early payment discount of one percent (1%) shall be provided to Customer if Customer pays an invoice in full by Electronic Data Exchange within ten (10) days of the date of such invoice.

**4) COMMITMENT.** The Commitment Amount is specified on Attachment A. The prices for Products contained in this Supplement may include the use of the Equipment, Service and training. If so, Customer acknowledges Siemens has provided it the opportunity to separately purchase each for its stated cost which is available to Customer and that Siemens, as the owner of the Equipment, has an interest in the pricing.

**5) TERM.** This Supplement is effective as of the Supplement Effective Date. The Supplement Term is eighty-four (84) months beginning thirty (30) days after delivery of the Equipment.

**6) PRICING TERMS.** The pricing under this Supplement applies only to the Products that are used by Customer. The pricing and other terms stated in this Supplement supersede any previous price arrangements Customer has with Siemens or any Group Purchasing Agreements. Siemens reserves the right to increase the then-current pricing on a periodic basis or as otherwise permitted under the terms of this Supplement. Beginning twelve (12) months after the Supplement Effective Date, Siemens reserves the right on not less than thirty (30) days' written notice to Customer, to adjust pricing on an annual basis in an amount of 5.00% or the United States Department of Labor, Consumer Price Index, All Urban Consumers, whichever is greater.

**7) END OF TERM PURCHASE OPTION.** If Customer has purchased the Commitment Amount for the full Supplement Term and is not in Default of any of its obligations under the Agreement or this Supplement, then upon the expiration of the Supplement Term, Customer may purchase the Equipment for its fair market value (as determined by Siemens). If Customer does not purchase the Equipment or re-lease it through a new supplement, then Customer shall return the Equipment to Siemens within sixty (60) days after the end of the Supplement Term, freight prepaid and in accordance with any other written directions provided to Customer by Siemens. If Customer does not provide notice of its intent to return, purchase, or re-lease the Equipment at least sixty (60) days prior to the end of the Supplement Term, this Supplement shall automatically renew on a month-to-month basis until either party provides thirty (30) days written notice of termination.

**8) TRAINING.** Siemens will provide training at the location and for the number of people specified on Attachment A. The training slots shall remain available for two years from the date of Equipment delivery.

**9) SERVICE.** If Service is specified on Attachment A, a Siemens appointed service representative will provide Service in accordance with the type of service and for the Service Period specified on Attachment A.

**10) ACCEPTANCE.** Formal "Acceptance" of the Equipment shall occur at the time of delivery. Customer shall have a period from the date of installation of the Equipment to the day before the date such Equipment is used to produce a test result that may be used in connection with a patient's diagnosis (but no more than sixty (60) days) to conduct testing for adherence to Equipment specifications. Siemens shall be promptly advised if such testing shows a failure to adhere to such specifications and Siemens shall have sixty (60) days (ninety (90) days for Vista and automation Equipment) to repair the Equipment so that it meets or exceeds such specifications. In the event Siemens fails to so repair or replace the Equipment, Customer may revoke Customer's Acceptance.

**11) ENTIRE AGREEMENT; AMENDMENTS.** All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein. There are no understandings, agreements, or representations expressed or implied not stated herein (as incorporating the terms, covenants and conditions set forth in the Agreement). If there is a conflict between the terms of this Supplement and the Agreement, the terms of this Supplement (including any Attachment(s) and Exhibit(s)) shall prevail.

IN WITNESS HEREOF, each party has caused its duly authorized representative to execute this Supplement as of the Supplement Effective Date.

**CUSTOMER:**

**SIEMENS HEALTHCARE DIAGNOSTICS INC.:**

By: \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: 511 Benedict Ave, Tarrytown, NY 10591

## Attachment A

Quote #: CPQ-1007502-6  
Approved: 03/27/2024

At Siemens discretion, the prices, terms and conditions herein are subject to expiration unless executed by Customer within 90 days of Approved date above.

Legal Name:	MANGUM CITY HOSPITAL AUTHORITY	Purchasing Group:	PREMIER PARTNERS
Customer Name:	MANGUM REGIONAL MEDICAL CENTER	Sold to #:	2498
Product Line:	Dimension		

<b>Total annual minimum Commitment Amount:</b>	<b>\$ 75,930.49</b>
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(Remainder of page intentionally left blank.)

**THIS PROPOSAL CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION OF SIEMENS HEALTHINEERS, INCLUDING PRICING INFORMATION. THIS INFORMATION SHALL NOT BE DISCLOSED TO ANY THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF SIEMENS HEALTHINEERS, EXCEPT CUSTOMER MAY SHARE SUCH INFORMATION WITH ITS AUDITORS, COUNSEL AND DESIGNATED PRIMARY GROUP PURCHASING ORGANIZATION IN THE ORDINARY COURSE OF BUSINESS, PROVIDED SUCH PARTIES HAVE AGREED TO MAINTAIN THE CONFIDENTIALITY OF SUCH INFORMATION.**

## Hospital Vendor Contract Summary Sheet

1. ☒ Existing Vendor ☐ New Vendor
2. **Name of Contract:** Katz, Brunner Healthcare BAA
3. **Contract Parties:** Katz Brunner Healthcare, Mangum Regional Medical Center
4. **Contract Type Services:** Service Contract
5. **Impacted Hospital Departments:** Business Office
6. **Contract Summary:** Katz Brunner Healthcare Business Associate Agreement allows Katz Brunner Healthcare to access protected health information of the Mangum Regional Medical Center to perform its legal obligations to Mangum Regional Medical Center as directed by the Retainer Agreement approved February 29<sup>th</sup>, 2024.
7. **Cost:** ☒ N/A
8. **Prior Cost:** ☒ N/A
9. **Term:** Yearly
10. **Termination Clause:**
11. **Other:**

## BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is made as of the \_\_\_\_\_, ("Effective Date") by and between Mangum Regional Medical Center ("Covered Entity") and Katz, Brunner Healthcare, ("Business Associate").

### RECITALS

A. Covered Entity and Business Associate are parties to a Retainer Agreement dated February 29, 2024 (the "Services Agreement") pursuant to which Business Associate provides certain services to the Covered Entity and, in connection with those services, the Covered Entity discloses to Business Associate certain individually identifiable protected health information ("PHI") that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the American Recovery and Reinvestment Act of 2009 ("ARRA") and the associated regulations, 45 CFR Parts 160 and 164 (the "Privacy Rule"), as amended from time to time.

B. The parties desire to comply with the HIPAA standards for the privacy and security of PHI of patients of the Covered Entity.

NOW, THEREFORE, for and consideration of the recitals above and the mutual covenants and conditions contained herein, the parties enter into this Agreement to provide a full statement of their respective responsibilities.

### SECTION 1 - Definitions

#### 1.01 Reference to HIPAA Rules.

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### 1.02 Specific definitions.

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Katz Brunner Healthcare.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Mangum Regional Medical Center.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

## **SECTION 2 - Obligations and Activities of Business Associate**

2.01 Performance of Services Agreement. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Services Agreement or as required by law.

2.02 Safeguards for Protection of PHI. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Services Agreement and this Agreement.

2.03 Mitigation of Harm of Unauthorized Use or Disclosure. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

2.04 Reporting of Unauthorized Use or Disclosure. As soon as practicable, but in no event later than ten (10) days, Business Associate agrees to report to Covered Entity in writing any use or disclosure of PHI not provided for by the Services Agreement or this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Such report shall contain:

(a) A brief description of what happened, including the date of the unauthorized access or use of PHI and the date of the discovery of the unauthorized access or use of PHI;

(b) A description of the type of unsecured PHI that was involved in the unauthorized access or use;

(c) Any recommended steps the individual whose PHI was inappropriately disclosed should take to protect themselves from the potential harm; and

(d) A brief description of what the Business Associate is doing to investigate the unauthorized access or use of PHI.

Business Associate will report such incidents to the Covered Entity's Privacy Officer. Business Associate will, subject to the approval of the Covered Entity, provide breach notifications to affected individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of the Covered Entity. If the Covered Entity elects to be responsible for all required notifications, the Business Associate shall reimburse the Covered Entity for the costs associated with the notifications. Such costs will be paid to Covered Entity by Business Associate within thirty (30) days of receipt of an itemized invoice from the Covered Entity.

2.05 Use of Subcontractors. Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to contract with any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate whereby such subcontractors agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.



2.06 Access to PHI. Business Associate shall make available PHI in a designated record set to the Covered Entity, or as directed by the Covered Entity to an individual or the individual's designee, for inspection and copying within ten (10) days of a request by Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.524.

2.07 Amendment by Business Associate. Business Associate agrees to make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526, within thirty (30) days of receipt of a request from Covered Entity.

2.08 Documentation of Disclosures. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity, or as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528. Business Associate shall provide such information to the Covered Entity within ten (10) days of a request by Covered Entity.

2.09 Compliance with Patient Right Provisions of Privacy Rule. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

2.10 Opportunity to Object. Business Associate agrees that, if it has a legal obligation to disclose any PHI, it will notify the Covered Entity as soon as reasonably practical after it learns of such obligation, and in any event within a time sufficiently in advance of the proposed release date such that Covered Entity's rights would not be prejudiced, as to the legal requirement pursuant to which it believes the PHI must be released. If the Covered Entity objects to the release of such PHI, Business Associate will allow the Covered Entity to exercise any legal rights or remedies the Covered Entity might have to object to the release of PHI, and Business Associate agrees to provide such assistance to Covered Entity, at Covered Entity's expense, as Covered Entity may reasonably request in connection therewith.

2.11 Access to Books and Records. Business Associate agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

### **SECTION 3 - Permitted Uses and Disclosures by Business Associate**

3.01 Services Agreement. Business Associate may use or disclose PHI as necessary to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity.

3.02 Other Permitted Uses and Disclosures.

(a) Business Associate may use or disclose PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose PHI as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Covered Entity, except for the specific uses and disclosures set forth below.

#### **SECTION 4 – Obligations of Covered Entity**

4.01 Inform of NPP. The Covered Entity shall notify Business Associate of any limitation(s) in the Covered Entity's notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

4.02 Notification of Revocation. The Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

4.03 Notification of Restriction. The Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that the Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4.04 Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Regulations if done by Covered Entity, except as permitted pursuant to the provisions of Sections 2(b), 2(c), 2(d) and 2(e) of this BAA.

4.05 Notice of Amendments. Covered Entity shall notify Business Associate of any amendments made by an Individual to Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.526, to the extent that Business Associate relies or could foreseeably rely on such amended Protected Health Information. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the change.

4.06 Notice of Potential Problems. Covered Entity shall provide notice to Business Associate of any pattern of activity or practice of Business Associate that Covered Entity believes constitutes a material breach or violation of Business Associate's obligation under the Underlying Agreement or Agreement or other arrangement within five (5) calendar days of discovery and shall meet with Business Associate to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

4.07 Notification of Security Incidents. Covered Entity shall immediately notify Business Associate of any Security Incidents or other security issues/concerns with Covered Entity's environment, including, but not limited to, ransomware, where Business Associate performs services. Provided, however, that Covered Entity shall not be required to report an immaterial

incident consisting solely of an unsuccessful attempt to improperly access Electronic PHI that is stored in an information system under its control.

4.08 Privacy/Security. Covered Entity shall ensure that it follows all generally accepted industry practices for privacy and security of its systems, including, but not limited to, the requirement for complex passwords, unique user ids, password resets, and the timely granting of systematic access and termination of said access when notified. Further, Covered Entity shall only provide to Business Associate access to the minimum necessary PHI required to perform the services under the Agreement.

## **SECTION 5 - Term and Termination**

5.01 Term. This Agreement shall become effective on the Effective Date and shall terminate on the same date that the Service Agreement terminates, or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. In addition, certain provisions and requirements of this Agreement shall survive its expiration or other termination in accordance with Section 7.04 herein.

5.02 Termination for Cause. The Covered Entity may immediately terminate this Agreement and any related Service Agreement if the Covered Entity makes the determination that the Business Associate has breached a material term of this Agreement, provided an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, except that the Covered Entity will immediately terminate this Agreement and the Service Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

5.03 Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from the Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

- (a) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- (b) Return to the Covered Entity or, if agreed to by the Covered Entity, destroy, the remaining PHI that the Business Associate still maintains in any form;
- (c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
- (d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 3.02(e) and (f) above which applied prior to termination;

(e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; and;

(g) Obtain or ensure the destruction of PHI created, received, or maintained by any of the Business Associate's subcontractors.

## **SECTION 6 – Indemnification and Disclaimer**

6.01 Indemnification. Business Associate shall indemnify, defend and hold Covered Entity and its [parent corporation] and affiliates, their directors, officers, agents, servants, and employees (collectively "the Indemnitees") harmless from and against all claims, causes of action, liabilities, judgments, fines, assessments, penalties, damages, awards or other expenses of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, incurred by the Indemnitees and relating to or arising out of breach or alleged breach of the terms of this Agreement, or a violation of the HIPAA Rules, by Business Associate.

Covered Entity shall indemnify, defend and hold Business Associate and its parent corporation and affiliates, their directors, officers, agents, servants, and employees (collectively "the Indemnitees") harmless from and against all claims, causes of action, liabilities, judgments, fines, assessments, penalties, damages, awards or other expenses of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, incurred by the Indemnitees and relating to or arising out of breach or alleged breach of the terms of this Agreement, or a violation of the HIPAA Rules, by Covered Entity.

6.02 Disclaimer. COVERED ENTITY MAKES NO WARRANTY OR REPRESENTATION THAT COMPLIANCE BY BUSINESS ASSOCIATE WITH THIS AGREEMENT OR THE HIPAA RULES WILL BE ADEQUATE OR SATISFACTORY FOR BUSINESS ASSOCIATE'S OWN PURPOSES. BUSINESS ASSOCIATE IS SOLELY RESPONSIBLE FOR ALL DECISIONS MADE BY BUSINESS ASSOCIATE REGARDING THE SAFEGUARDING OF PHI.

## **SECTION 7 - Miscellaneous**

7.01 Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

7.02 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties.

7.03 Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

7.04 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.01, 2.02, 2.03, 2.04, 2.10, 5.03 and 6.01, to the extent applicable, shall survive termination of this Agreement indefinitely. In addition, Sections 2.06 and 2.07 shall survive termination of this Agreement, provided that the Covered Entity determines that the PHI being retained pursuant to Section 5.03 herein constitutes a Designated Record Set.

7.05 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

7.06 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Katz Brunner Healthcare  
14636 Reese Blvd., Suite 10A  
Huntersville, NC 28078

If to Covered Entity, to:

Mangum Regional Medical Center  
1 Wickersham Drive  
Mangum, OK 73554

Each party named above may change its address and that of its representative for notice by the giving of notice of the change in the manner provided above.

7.07 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies of this document shall be deemed to be originals.

7.08 Governing Law. The laws of the State of Oklahoma shall govern the interpretation of this Agreement and shall apply in any lawsuit or other dispute arising out of this Agreement, without regard to conflict of laws provisions.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the Effective Date first above written.

COVERED ENTITY

BUSINESS ASSOCIATE

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

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