All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission, or committee.

(All items listed under the Consent Agenda Items are deemed to be non-controversial and routine in nature by the Board of Trustees. The following items will not be discussed but will be approved by one motion of the Board of Trustees unless any Board member desires to discuss an item, at which time it will then be removed and thus placed as a Regular Agenda Item for consideration and approval on this Agenda. The Consent Agenda Items consists of the following items)

PUBLIC NOTICE OF A SPECIAL MEETING
OF THE HOSPITAL AUTHORITY
WEDNESDAY, MARCH 11, 2026 AT 12:00 PM
CLINTON REGIONAL HOSPITAL - WEICHEL ROOM

AGENDA

Source listing: 03/11/2026 Hospital
Original source: http://agendas.clintonok.gov/2026/03112026/CHA03112026agenda.htm

1. CALL TO ORDER

2. REVIEW AND APPROVAL OF CONSENT AGENDA ITEMS

    A. Approval of Minutes 2/25/2026 Special Meeting, and 03/03/2026 Special Meeting

    B. Federal Community Project Funding Fiscal Year 2027 Grant submitted 03/06/2026

3. BUSINESS ITEMS (DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING):

    A. Tru Bridge Promissory Note

    B. Tru Bridge Settlement Agreement and Release

    C. Rural Health Redesign Center Organization, Inc. (RHRC) Agreement (Survey Readiness Services No Charge)

    D. Emergency Department Provider Services Agreement Bid/Proposal from Laffoon Healthcare Services, LLC Amendment to Emergency Department Provider Services Agreement and FLINT Medical Staffing, Inc.

4. F FINANCIAL REPORT (DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING):

    A. Financial Reports for the Month Ending 02/28/2026

5. NEW BUSINESS (If any, Pursuant to Section 311.9 of the Oklahoma Open Meeting Act)
6. TRUSTEE COMMENTS
7. ADJOURN

File this 9th day of March 2026 and posted on the bulletin board at Clinton City Hall and on the front door of the Clinton Regional Hospital on March 9, 2026, at 11:30 a.m.

_____

Not recorded

SPECIAL MEETING OF
CLINTON HOSPITAL AUTHORITY MINUTES
WEDNESDAY, FEBRUARY 25, 2026, 12:00 P.M.

A regular Meeting of the Trustees of the Clinton Hospital Authority of the City of Clinton, Oklahoma was held in the Weichel Conference Room of the Clinton Regional Hospital on Wednesday, February 25, 2026, 12:00 p.m. A notice of this agenda was posted on the bulletin board in the lobby of the Clinton City Hall on February 23, 2026, 11:00 a.m. and at the Clinton Regional Hospital.

Trustees Present: Ken Baker, Chris Jones, Kelly Cornell, Ernie Dowdell *Ex Officio,* Kevin Wolters
Trustees Absent: Tyler Bridges,
Chief Executive Officer: Len Lacefield
City Manager: Robert Johnston
City Attorney: Ryan Meacham (absent)
Secretary/Clerk: Amy Jones
Others present by Zoom: None
Others: Debra Blanchard, Sean Stephens, Chasity Richardson, Brendan Price, Brenda Jennings, Janice Merrill, Holly Masquelier and others.

1. **CALL TO ORDER**

   Chairman Kenneth Baker called meeting to order at 12:04 pm.

2. **REVIEW AND APPROVAL OF CONSENT AGENDA ITEMS**

   (*All items listed under the Consent Agenda Items are deemed to be non-controversial and routine in nature by the Board of Trustees. The following items will not be discussed but will be approved by one motion of the Board of Trustees unless any Board member desires to discuss an item, at which time it will then be removed and thus placed as a Regular Agenda Item for consideration and approval on this Agenda. The Consent Agenda Items consists of the following items)*

   A. Approval of Minutes 02/11/2026 Special Meeting

The Motion was made by Trustee Chris Jones and seconded by Trustee Kelly Cornell to approve the Consent Agenda items as presented.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kelly Cornell, Kevin Wolters, and Ken Baker
Nay: None

Chairman declared the motion carried.

3. **BUSINESS ITEMS (Discussion, Consideration, and Possible Action Regarding):**

   A. Consider, Discuss, and Take Action on Adjourning to an Executive Session for the Purpose of Discussing the Employment, Hiring, Appointment, Promotion, Demotion, Disciplining, or Resignation of Chief Executive Officer, Len Lacefield pursuant to 25 Okla. Stat. §307(b)(1).

Motion was made by Trustee Chris Jones and seconded by Trustee Kelly Cornell to Consider, Discuss, and Take Action on Adjourning to an Executive Session for the Purpose of Discussing the Employment, Hiring, Appointment, Promotion, Demotion, Disciplining, or Resignation of Chief Executive Officer, Len Lacefield pursuant to 25 Okla. Stat. §307(b)(1) and to invite in Robert Johnston, City Manager and Len Lacefield during the executive session as requested at 12:04 p.m.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kelly Cornell, Kevin Wolters, and Ken Baker
Nay: None

Chairman declared the motion carried.

B. Reconvene from Executive Session

Motion was made by Trustee Kelly Cornell and seconded by Trustee Kevin Wolters to reconvene from Executive Session with a report of no action taken in Executive Session at 12:37 p.m.

C. Consider, Discussion, and Take Action Upon Discussion From Executive Session Regarding Chief Executive Officer, Len Lacefield

Motion was made by Trustee Jones and seconded by Trustee Cornell to Terminate the Employment of Len Lacefield determined that grounds exist for termination of the Agreement, for cause, under the following provisions of Section 3 .3 of the Agreement part (a), (b), and (i).

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kelly Cornell, Kevin Wolters, and Ken Baker
Nay: None

Chairman declared the motion carried.

D. Sooner Technology Standard Managed Services Proposal

The Sooner Technology Standard Managed Services Proposal was presented for review and approval to the Authority. The new monthly price is $12,065.00 which will be for a 12-month term that began on Thursday, January1, 2026. Trustee Wolters suggested looking at different technology companies for a comparison of rates. Trustee Jones suggested working with Sooner Technology as they have been working with the hospital during this difficult period.

Motion was made by Trustee Chris Jones and seconded by Trustee Kelly Cornell to approve the Sooner Technology Standard Managed Services Proposal at a new rate of $12,065.00 per month.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kelly Cornell, and Ken Baker
Nay: Kevin Wolters,

Chairman declared the motion carried.

E. Request for Debit Card from the Clinton Hospital Authority Bank Account to be used for the Faxage Software

Chasity Richardson presented the request for Debit Card from the Clinton Hospital Authority Bank Account to be used only of the Faxage Software. She stated that this company will only take credit/debit card payment. The current card being used to pay this belongs to Cris Hickerson.

Motion was made by Trustee Kelly Cornell and seconded by Trustee Kevin Wolters to approve a debit card from the Clinton Hospital Authority Bank Account to be used for the Faxage Software.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kelly Cornell, Kevin Wolters, and Ken Baker
Nay: None

Chairman declared the motion carried.

F. Pritkin Virtual Contract

Brendon Price, RN presented the Pritkin Virtual Contract to the Board for review. After recommendation from Barbie Miller, consulting CFO to table the implementation of this project.

Motion was made to table the Pritkin Virtual Contract by Trustee Chris Jones and seconded by Trustee Kevin Wolters.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kelly Cornell, Kevin Wolters, and Ken Baker
Nay: None

Chairman declared the motion carried.

4. **FINACIAL REPORT (Discussion, Consideration, and Possible Action Regarding):**

    A. Accounts Payable/Invoices to be Paid 02/25/2026, 3/04/2026, 3/11/2026, and 3/18/2026.

The Accounts Payable/Invoices to be paid list was presented in the four week operating budget in the amount of $682,844.08 for the invoices to be paid on 2/25/202026, 3/04/2026, 3/11/2026, 3/18/2026. Invoice list was reviewed and discussion was held.

Motion was made by Trustee Jones and Seconded by Trustee Cornell to approve the Accounts Payable/Invoices to be paid list.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kelly Cornell, Kevin Wolters, and Ken Baker
Nay: None

Chairman declared the motion carried.

5. **MEDICAL STAFF (Discussion, Consideration, and Possible Action Regarding):**

No items presented.

6. **COMMITTEE REPORTING (DISCUSSION, CONSIDERATION AND POSSIBLE ACTION REGARDING):**

    A. Life Safety/Emergency Management Committee Meeting Minutes January 2026

The Life Safety Committee Minutes 01/2026 were presented for approval.

Motion was made by Trustee Kevin Wolters and seconded by Trustee Kelly Cornell to approve the Life Safety Committee Minutes 01/2026 were presented for approval.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Kelly Cornell, Chris Jones, Kevin Wolters, and Ken Baker

Nay: None

Chairman declared the motion carried.

B. Quality Assurance/Performance Program Minutes January 2026

The Quality Assurance/Performance Improvement Committee Minutes 01/2026 were presented for approval.

Motion was made by Trustee Chris Jones and seconded by Trustee Kevin Wolters to approve the Quality Assurance/Performance Improvement Committee Minutes 01/2026 were presented for approval.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Kelly Cornell, Chris Jones, Kevin Wolters, and Ken Baker

Nay: None

Chairman declared the motion carried.

C. Infection Control

The Infection Control Minutes 01/2026 were presented for approval.

Motion was made by Trustee Kelly Cornell and seconded by Trustee Chris Jones to approve the Infection Control Minutes 01/2026 were presented for approval.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Kelly Cornell, Chris Jones, Kevin Wolters, and Ken Baker

Nay: None

Chairman declared the motion carried.

7. **NEW BUSINESS** (If any, Pursuant to Section 311.9 of the Oklahoma Open Meeting **Act)**

   None

8. **TRUSTEE COMMENTS**

   None

9. **ADJOURN**

A motion was made by Trustee Chris Jones and seconded by Trustee Kevin Wolters to adjourn.

Chairman Kenneth Baker put in motion to a roll call vote:

Aye: Chris Jones, Kelly Cornell, Kevin Wolters and Ken Baker

Nay: None

Chairman declared the motion carried and meeting adjourned at 12:53 pm

_____
Date Approved:

_____
Kenneth Baker, Chairman

SPECIAL MEETING OF
CLINTON HOSPITAL AUTHORITY MINUTES
TUESDAY, MARCH 3, 2026, 12:00 P.M.

A regular Meeting of the Trustees of the Clinton Hospital Authority of the City of Clinton, Oklahoma was held in the Weichel Conference Room of the Clinton Regional Hospital on Tuesday, March 3, 2026, 12:00 p.m. A notice of this agenda was posted on the bulletin board in the lobby of the Clinton City Hall on February 27, 2026, 11:30 a.m. and at the Clinton Regional Hospital.

Trustees Present: Ken Baker, Chris Jones, Kelly Cornell, Kevin Wolters
Trustees Absent: Tyler Bridges, Ernie Dowdell, Ex Officio
Chief Executive Officer: Position Open
City Manager: Robert Johnston
City Attorney: Ryan Meacham (absent)
Secretary/Clerk: Amy Jones
Others present by Zoom: Barbie Miller, CFO, Far West
Others: Debra Blanchard, Sean Stephens, Chasity Richardson, Brendan Price, Brenda Jennings, Janice Merrill, Holly Masquelier and others.

1. **CALL TO ORDER**

   Chairman Kenneth Baker called meeting to order at 12:00 pm.

2. **BUSINESS ITEMS (Discussion, Consideration, and Possible Action Regarding):**

   A. FLINT Medical Staff, Inc. Agreement

Chairman Baker presented the FLINT Medical Staff, Inc. Agreement to the Trustees. He asked Barbie Miller, CFO who was present by Zoom to present the information regarding the agreement. She stated that the agreement was to cover last minutes emergency room provider staff to fill gaps in the schedule. This agreement is only a "working agreement to provide coverage on a Locum Tenens or Direct Hire basis. This Agreement has an initial term of one year and shall automatically renew in one year increments."

Motion was made by Trustee Kelly Cornell and seconded by Trustee Kevin Wolters to approve the FLINT Medical Staff, Inc. Agreement as presented.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kelly Cornell, Kevin Wolters, and Ken Baker
Nay: None

Chairman declared the motion carried.

B. Resolution HA2026-01 Spending Authority for Hospital Employees

Resolution HA2026-01 Spending Authority for Hospital Employees weas presented for review and approval by the Trustees. A draft of the resolution to Establish processing method and internal controls over hospital authority purchases and cash disbursements was presented for review.

Motion was made by Trustee Kevin Wolters and seconded by Trustee Kelly Cornell to table the Resolution HA2026-01 Spending Authority for Hospital Employees.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kelly Cornell, and Ken Baker
Nay: Kevin Wolters,

Chairman declared the motion carried.

C. Appointment of Brendan Price, RN, CNO and Chasity Richardson, HR/Administration Assistant as Co-Administrators

Chairman Baker presented the appointment of Brendan Price, RN, CNO and Chasity Richardson, HR Administrative Assistant as Co-Administrators to the Trustees for approval. He reported that Trustee Cornell and Trustee Jones had met with Mr. Price and Mrs. Richardson regarding the transition period while there is not a Chief Executive Officer. He stated that the pair had agreed to help during this time.

Motion was made by Trustee Chris Jones and seconded by Trustee Kelly Cornell to approve the appointment of Brendan Price, RN, CNO and Chasity Richardson, HR Administrative Assistant as Co-Administrators.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kelly Cornell, Kevin Wolters, and Ken Baker
Nay: None

Chairman declared the motion carried.

3. **NEW BUSINESS** (If any, Pursuant to Section 311.9 of the Oklahoma Open Meeting **Act)**

Chairman Baker presented the Trubridge settlement agreement to the Trustees for review and approval. He asked Barbie Miller, CFO to update the Trustees on the current situation with Tru Bridge. She reported that she had been in communication with the Trubridge

attorney Karin Galindo. The old balance in arrears is $310,000 and Trubridge has agreed to discount that by $55,000 if we enter into this Promissory Note. The sum that is to be repaid is $255,000 in monthly "interest free" installments of $17,000 until paid in full. This will take 15 months from the first initial payment. If we default at any time on the agreement, then interest will begin accruing at 10%. Mrs. Miller stated that she has negotiated this agreement with Legal Council for Trubridge; and she (Trubridge Attorney) was the one that drafted the Promissory Note. Please feel free to reach out to her should you have any questions. Mrs. Miller emphasized that Ms. Galindo has done a fantastic job at negotiating this agreement on our behalf, as originally they wanted us to pay the $310,000 off in 3 months which was impossible.

Once we can enter into this Promissory Note, they will discount our regular monthly invoice from a total (two invoices) down to ONE monthly invoice of $20,000, which is a huge victory as well stated Mrs. Miller.

Barbie also reported that upon receipt of this Promissory Note from Karin this morning, it was explained to Karin that we (CRH) would not do ACH or CC Payments but instead write them a check from Accounts Payable and she agreed to that. Barbie also explained to Karin that our current Budget that is taken to City Council and the Board is for 4 weeks at current- with us alternating Payroll Weeks and Accounts Payable Weeks. Barbie told her that she would like to alternate the $20,000 regular monthly invoice and the $17,000 promissory note payment so that we don't pay them both at one time and she agreed to that as well. Once this is signed, we will begin with our first monthly installment the week of 03/18/26 in the amount of $17,000.

The Trustee's thanked Barbie for her negotiations with Trubridge. They asked that City Attorney review the documents that Mrs. Miller presented and after review be brought back to the Authority for approval.

Motion was made by Trustee Kelly Cornell and seconded by Trustee Kevin Wolters to send the documents to City Attorney Ryan Meacham and bring back to the regular scheduled meeting for review and approval at that time.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kelly Cornell, Kevin Wolters, and Ken Baker
Nay: None

Chairman declared the motion carried.

4. **TRUSTEE COMMENTS**

   None

5. ADJOURN

A motion was made by Trustee Kelly Cornell and seconded by Trustee Kevin Wolters to adjourn.

Chairman Kenneth Baker put in motion to a roll call vote:

Aye: Chris Jones, Kelly Cornell, Kevin Wolters and Ken Baker

Nay: None

Chairman declared the motion carried and meeting adjourned at 12:12 pm

_____
Date Approved:

_____
Kenneth Baker, Chairman

OKCLRH

SERVICES AGREEMENT

This Services Agreement (this "**Agreement**") is made this 18 day of February, 2026 (the "**Effective Date**") by and between Clinton Regional Hospital("**Client**") and Rural Health Redesign Center Organization, Inc. ("**RHRC**"), each of which may be referred to as a "**Party**" or which collectively may be referred to as the "**Parties.**"

RECITALS

A. RHRC is a 501(c)(3) dedicated to protecting and promoting access to high-quality health care in rural communities by encouraging innovation in health care delivery; and

B. Client desires to purchase from RHRC certain services, as described in this Agreement, upon and subject to the terms and conditions hereinafter set forth; and

C. RHRC desires to provide such services to Client efficiently and economically, upon and subject to the terms and conditions hereinafter set forth.

D. By their respective signatures on this document the parties hereby agree to the terms contained herein and that they have the authority to bind themselves and their respective companies to the terms contained in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound by this Agreement, the Parties agree as follows:

1. Services. In exchange for the compensation set forth herein, RHRC will, directly and through its subcontractors, provide to Client the services described in one or more statements of work substantially in the form of Attachment 1 attached hereto that may be agreed upon in writing by the Parties (each, a "Statement of Work"). Each Statement of Work will be effective and incorporated into this Agreement when mutually agreed upon and duly executed by the Parties. Each Statement of Work will include: (a) a description of the Services to be performed and deliverables to be provided, (b) criteria, specifications and/or other requirements for the performance of the Services and provision of the deliverables, (c) the schedule and milestone dates for the completion and furnishing of each deliverable and Service, (d) the associated fees, and (e) any additional information, terms and conditions the Parties may mutually agree to include. For the avoidance of doubt, each Statement of Work shall be governed by and subject to the terms and conditions of this Agreement. RHRC shall only be responsible for providing such Services listed in a Statement of Work. Additional services shall be requested in writing by Client and are subject to RHRC's further written approval. RHRC shall retain sole and absolute discretion in the manner and means for the carrying out of the Services.

2. Compensation. In consideration for the Services to be performed by RHRC, Client hereby agrees to pay RHRC as described in the applicable Statement of Work. Said compensation shall become due and payable to RHRC upon receipt of an invoice by Client. Within sixty (60) days of

completing the Services for which RHRC seeks payment, RHRC shall submit to Client an invoice which should include the following information: (a) an invoice number; (b) the dates or assignments covered by the invoice; (c) a respective grant code as provided by Client (if applicable) and (d) a description of the work performed by RHRC. Payment shall be due from Client to RHRC within thirty (30) days of invoice receipt. Payments made hereunder shall be transferred via Electronic Funds Transfer (ACH).

If the Services are provided as part of a Federal Grant under the general oversight and direction of the Health Resources and Services Administration ("HRSA"), RHRC will notify Client if the Services are covered by the relevant grant funding in the relevant Statement of Work or other communication. The parties recognize that HRSA may review this Agreement and any associated documentation. The parties further acknowledge that HRSA has the authority to permit, reject or require modifications to the terms of this Agreement or any associated documentation ("HRSA Mandated Modifications"). To the extent any HRSA Mandated Modifications are inconsistent with the terms of this Agreement, the Parties will diligently coordinate with HRSA to identify alternative terms acceptable to HRSA, and the Parties.

3. Expenses. Client shall reimburse RHRC for reasonable and necessary expenses incurred by RHRC in the course of performing Services under this Agreement as may be further specified in the relevant Statement of Work.

4. Term and Termination. The term of this Agreement shall be for three (3) years and shall commence on the Effective Date. Thereafter, the Agreement shall renew automatically on the anniversary of the Effective Date for a term of one (1) year unless otherwise terminated pursuant to the terms of this Agreement. Either party may terminate this Agreement without cause upon not less than thirty (30) days advance written notice to the other party. Termination of a single Statement of Work will not result in termination of the Agreement. Upon termination of this Agreement or any Statement of Work for any reason, RHRC shall be entitled to receive amounts earned for Services provided prior to the effective date of the Termination.

5. Publicity. No public release, announcement or social media posting concerning this contract or the work outlined in the Statement of Work shall be made by Client without the prior written consent of the RHRC, except as such release or announcement may be required by law or the applicable rules or regulations associated with this grant.

6. Non-Solicitation of RHRC's Employees. During the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, Client shall not, without the written permission of RHRC or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by RHRC, (ii) encourage any such person not to devote his or her full business time to RHRC, or (iii) agree to hire or employ any such person.

7. Confidentiality. RHRC shall not, directly or indirectly communicate or divulge of any of Client's proprietary data or other confidential information ("Confidential Information"),which was communicated to or learned by RHRC in the course of the relationship covered by this Agreement. RHRC may, however, disclose Confidential Information to the extent that disclosure is required: (a) in the course of carrying out Services pursuant to this Agreement, or (b) by a court or governmental agency of competent jurisdiction, or (c) as considered essential to RHRC's obligations to HRSA in accordance with its approved workplan or other contract. Client shall

notify RHRC of any disclosure made that is made in confidence and shall be kept in confidence by RHRC. Moreover, RHRC agrees not to reveal any of this information to anyone, nor to use this information to the detriment of Client in any way. Failure on Client's part to comply with this Section shall constitute a breach of this Agreement and entitle RHRC to all remedies under the law as well as those specifically outlined in this Agreement.

8. Intellectual Property. The Parties acknowledge that throughout the course of providing Services under this Agreement, each Party may be provided with or otherwise come into contact with proprietary information of the other Party including but not limited to copyrights, trademarks, patents, ideas, work product, business methods, proprietary workflows and trade secrets ("Intellectual Property"). Each Party acknowledges that all Intellectual Property created by a Party prior to this Agreement, or outside the scope of this Agreement ("Prior IP"), and all derivatives of such Prior IP remains the property of the Party that developed the Prior IP. All Intellectual Property created by RHRC or jointly between Client and RHRC during the course of this Agreement ("New IP") shall remain the sole property of RHRC, with no accounting to Client, provided that Client is automatically granted a limited, non-exclusive, non-sublicensable, fully paid-up license to use the New IP solely for Client's internal purposes in providing care to patients RHRC shall retain the entire right, interest and title to the Intellectual Property. Other than as expressly set forth in this section, no license under any patent, copyright, trademark, other intellectual property right or any application therefor, is hereby granted or implied by the provision of Services by RHRC to the Client. The Parties shall cooperate and execute any and all documents necessary upon request to confirm and record all Intellectual Property rights created hereunder

9. Indemnification. Client agrees to indemnify, and hold RHRC and its affiliates, employees, directors, officers, and agents harmless against any liability, judgment, demand, action, suit, loss, damage, cost and other expense (including, but not limited to, reasonable attorneys' fees), from and against any third party suit or claim made or proceedings brought against RHRC arising directly or indirectly out of either: (1) Client's or its employees' or agents' negligence, recklessness, willful misconduct; or (2) breach of any term of this Agreement, including but not limited to the representations and warranties set forth in this Agreement.

10. Representations and Warranties. Client hereby represents and warrants that it has complied with all Federal, State and local laws regarding business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out the Services contemplated by this Agreement and shall provide proof of same upon request by RHRC. Client also represents and warrants that its relationship with RHRC will not cause or require that it breach any obligation or confidence related to any confidential, trade secret and/or proprietary information of any other person, company or entity. Furthermore, Client represents and warrants that it has not brought and will not bring or use in the performance of his or her duties for RHRC any proprietary or confidential information, whether or not in writing, of a former contracted company or other entity without that entity's written permission or authorization. The breach of this condition shall result in automatic termination of the relationship as of the time of the occurring breach. Client further represents and warrants that it shall ensure all of its employees and affiliates take all actions necessary to comply with all the terms and conditions established and set forth in this Agreement.

Client agrees that the Services, assessments, reports, and any other materials provided by RHRC associated with this Agreement are not intended to replace the need to review applicable

statutes, regulations, or relevant sub-regulatory guidance. Client further agrees that the Services shall not be construed as the final authority related to any legal or compliance obligation for a health care or other Medicare provider and should pursue a competent professional to render such services. Client agrees to indemnify and hold harmless RHRC, its officers, directors, employees, and agents from any liability that may arise because of Client's reliance on services, assessments, reports, and materials associated with this Agreement as described herein.

11. Subcontractors. Without limiting RHRC's obligations under this Agreement or any Statement of Work, the Client approves RHRC's use of subcontractors to perform its obligations under any Statement of Work. Client acknowledges that if RHRC is currently providing Services to the Client, Client agrees to RHRC's use of the subcontractors being used prior to the Agreement or any Statement of Work Effective Date. RHRC shall not be relieved of any obligation to Client where a subcontractor is performing the Services. ~~RHRC is not responsible for the acts or omissions of Subcontractors. Client agrees to indemnify and hold RHRC harmless from any and all claims, damages, losses, liabilities, and expenses arising from or relating to the acts or omissions of any Subcontractor.~~

12. Independent Contractor. The relationship of the Parties to each other is strictly one of independent contractor. No employment relationship is created by this Agreement, nor any partnership or collaborative relationship other than the independent contractor relationship described in this Agreement. Client shall not have any right or authority to bind or commit RHRC to any legal obligation whatsoever without RHRC's prior written authorization. Client further acknowledges that Client is not eligible for or entitled to any benefits under RHRC's welfare, benefit, retirement, 401(k), pension, incentive compensation, vacation, paid time off, or any other plan, policy, or program applicable to RHRC's employees.

13. Notice. Any and all notices, which may be required hereunder by any party to the other party, shall be executed by either personal delivery in writing, by mail, registered or certified, postage pre-paid with a return receipt requested, or by email to the other party at their respective addresses set forth below, or at such address as such party may provide in writing from time to time in accordance with this section. Any hand delivered or email notice shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated after five (5) days of mailing.

Client:

_____
_____
_____
_____

RHRC:

Rural Health Redesign Center Organization, Inc.
28 Hossler Road
Manheim, PA 17545
Attn: Executive Director

14. **EXPRESS WARRANTY.**

RHRC'S ONLY REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND ALL MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE THOSE EXPRESSLY SET FORTH HEREIN. RHRC, ITS

SUBCONTRACTORS, AND LICENSORS DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, CONDITION OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR USE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR THAT THE SERVICES WILL BE ERROR-FREE. RHRC WILL HAVE NO LIABILITY TO CLIENT FOR THIRD-PARTY SOFTWARE, MATERIALS, SERVICES, OR DATA NOT PROVIDED BY RHRC OR ITS SUBCONTRACTORS. CLIENT AGREES THAT THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY RHRC UNDER THIS AGREEMENT WILL NOT EXTEND TO ANY THIRD-PARTY SOFTWARE, MATERIALS, SERVICES, OR DATA PROVIDED BY CLIENT, INCLUDING BUT NOT LIMITED TO THE THIRD-PARTY SOFTWARE, MATERIALS, SERVICES, OR DATA WHICH WERE USED BY CLIENT PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. CLIENT ACKNOWLEDGES AND AGREES THAT RHRC CAN AND WILL REASONABLY RELY ON ALL THE RECORDS AND OTHER INFORMATION PROVIDED BY CLIENT AND CLIENT'S FACILITIES. RHRC ACKNOWLEDGES AND AGREES THAT CLIENT CAN AND WILL REASONABLY RELY ON ALL THE REPORTS AND OTHER INFORMATION PROVIDED BY RHRC AND RHRC'S EMPLOYEES AND SUBCONTRACTORS.

15. Miscellaneous.

a. *Entire Agreement; Modifications*. This Agreement shall constitute the entire agreement between RHRC and Client. This Agreement will not be varied by any oral agreements or representations or otherwise except by an instrument in writing subsequent to the date hereof duly executed by authorized representatives of the Parties.

b. *Headings*. The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

c. *Choice of Law*. This Agreement is to be construed pursuant to the current laws of the State of ~~Pennsylvania~~ Oklahoma without giving effect to any conflict of laws principle. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of ~~Pennsylvania,~~ Oklahoma in the County of Custer ~~Dauphin.~~

d. *Mediation, Litigation, and Arbitration*. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute through mediation. The mediation process shall be administered by the American Arbitration Association ~~Pennsylvania Mediation Services~~, or another administrator mutually agreed between the parties, and shall be a condition precedent to resorting to arbitration, litigation, or some other dispute resolution procedure. If the mediation process is unsuccessful, either party shall have the option of seeking either arbitration or filing a legal action in a court of competent jurisdiction. If the aggrieved party seeks arbitration, then the dispute shall be submitted to binding arbitration by the American Arbitration Association in accordance with the Association's commercial

rules then in effect. The arbitration shall be conducted in the state of Pennsylvania and shall be binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator. If, alternatively, the aggrieved party seeks to file an action in court, then the action must be brought to a court of competent jurisdiction in the State of Pennsylvania, in the County of Dauphin.

e. *Assignment*. This Agreement shall be binding upon the assigns and successors of each party. Neither party may, however, assign any of its rights or obligations hereunder without the prior written consent of the other party, except that RHRC may assign all or part of its rights and obligations under this Agreement to an affiliated entity or a non-affiliated entity in connection with the sale of the business related to this Agreement.

f. *Severability*. In the event that any provision of this Agreement is found to be invalid, illegal, or unenforceable for any reason whatsoever, it is agreed that such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and the remaining terms, covenants, and conditions hereof shall remain in full force and effect; and any court of competent jurisdiction may so modify the objectionable provision as to make it valid, reasonable, and enforceable.

g. *Waiver*. The failure of either Party to insist, in any one or more instances, upon performance of the terms or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right granted hereunder or of the future performance of any such term, covenant, or condition.

h. *Counterparts*. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CLIENT:	**RHRC:**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ATTACHMENT 1

STATEMENT OF WORK

This Statement of Work ("**SOW**") is entered into as of February 18, 2026 (the "**SOW Effective Date**") by and between Clinton Regional Hospital ("**Client**") and Rural Health Redesign Center Organization, Inc. ("**RHRC**") and is issued pursuant to and in accordance with the terms and conditions set forth in that certain Services Agreement, by and between Client and RHRC dated February 18, 2026 (the "**Agreement**"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. For purposes of this SOW, each of Client and RHRC may be referred to as a "**Party**" and together as the "**Parties**".

1. Services and Timeline.
   - RHRC will aid EdiPhy Advisors Midwest, Formerly ACS, LL (Subcontractor) as a convenor and intermediary for a Charge Description Master, Pricing Analysis Assessment, and Charge Capture Assessment
   - RHRC will schedule and coordinate up to three meetings and follow-up activities, as needed with 10 hours for Project Management, 10 hours for Finance, and 5 hours for Operations.
   - Overall timing from inception to completion is 3 months upon contract execution.

2. Compensation. In exchange for the performance of the Services the following will be provided at the hospital at no cost through the grant funded REH – TAC program. The actual cost of the TA is valued at $25, 598.33.

3. Description of work to be provided by Subcontractors (if any): Charge Description Master, Pricing Analysis, and Charge Capture Assessment

A. Charge Description File (CDM) File and Pricing Analysis Assessment:

1. Evaluate complete CDM for accuracy of CPT/HCPCS codes, revenue codes, charge analysis, charge description, and modifiers.
2. Identify non-covered items.
3. Identify invalid codes for deletion, change or deactivation.
4. Evaluate supplies and devices for appropriate HCPCS level II code assignment and revenue code assignment.
5. Conduct Medicare charge analysis and Core-Based Statistical Area (CBSA) average charge analysis.
6. Conduct Medicare payment analysis (CAHs only).
7. Provide Peer Comparison Charge Analysis for five hospitals. (Hospital to choose hospitals for comparison)
8. Offer recommendations for creation of new charges.
9. Provide CDM education for the revenue cycle team and department managers.
10. Provide a leadership summary conference.

11. Prepare a comprehensive final report and submit to the hospital. The report will include:
- CDM file and pricing assessment findings with EAM recommendations for
- changes, additions, and deletions
- CDM assessment log (excel) with recommended corrections for easy implementation of changes on the facility chargemaster system.

12. Available for follow-up support for CDM related questions (90-day limit).
Before sending your chargemaster to EAM for analysis, please make sure it ***includes active charges only*** (charges with utilization within the past 24 months). Also, please make sure the following items are ***not included*** in your file:
- Convenience items
- Office supply type inventory
- Non-formulary (NF) pharmacy items
- Inactive items
- Charges only used for inpatient and swing bed

B. Charge Capture Assessment:

1. Review of 30 Medicare medical records, depending on the size of the hospital and number of service areas, to primarily evaluate the charging process. *A suggested record/charge assessment plan by service area will be provided by EAM.*
2. Check accuracy of CPT/HCPCS and ICD-10-CM coding and billing practices in the hospital clinical outpatient departments.
3. Analyze the flow of data for clinical ancillary services.
4. Review for missing charges.
5. Verify accuracy of department charge sheets.
6. Examine the accuracy of CDM transfer of codes/charges to the claim.
7. Review of pertinent policies and procedures related to the charging and billing processes.
8. Provide recommendations for improvement to the hospital, if warranted.

Note: *Prior to beginning the charge assessment component, EAM will provide the hospital representative with a recommended overall review plan and ensure that a representation of the hospital's total service line is included.*

C. Process Improvement for Charge Capture and Development:

1. Provide educational meetings (remote or onsite) with all clinical outpatient department leaders to:
   - Evaluate and discuss their responsibilities as it relates to the charging process
   - Conduct a CDM line-item discussion with each department.
2. Provide Revenue Cycle Team and CDM Team Education for up to 2 hrs.
3. Provide CDM Toolkit

Note: *A final schedule with suggested timeframes for all ancillary clinical department meetings will be provided by EAM. For remote meetings, EAM will*

schedule through Microsoft Teams or Zoom.

4. Expenses: In exchange for the performance of the services, expenses are Zero Dollars as RHRC services are covered under the REH – TAC grant.

5. Term and Termination. The term of this SOW shall commence on the SOW Effective Date and continue through December 31, 2026 unless otherwise terminated earlier in accordance

with the Agreement or this SOW (the "**SOW Term**"). For the avoidance of doubt, this SOW may be terminated independently of the Agreement in accordance with the terms of the Agreement and this SOW. Notwithstanding the foregoing, this SOW shall terminate with the termination of the Agreement.

6. Client Responsibilities. The successful and timely completion of this SOW will depend on clients providing timely and accurate information in response to requests from RHRC, or subcontractors working on their behalf. In the event that Client is not responding in a timely fashion, RHRC reserves the right to pause work or terminate the agreement in order to preserve the schedule in meeting commitments, milestones and deliverables with other clients. In addition, Client agrees to participate in a post-technical assistance survey following each engagement, designed to assist RHRC in continually enhancing their services and the client experience.

7. Entire Agreement. This SOW and the Agreement constitute the entire understanding of the Parties on the subject matter and supersede all prior representations or understandings. In the event of a conflict between the Agreement and this SOW, the Agreement shall prevail, unless this SOW expressly and specifically sets forth the Parties' intent to supersede the Agreement on a specific matter (but then only with respect to this SOW and only with respect to such matter). No rights in this SOW are waived unless done so in writing, and any written waivers will not constitute a waiver of any other right. If any provision of this SOW is ruled unenforceable by a court, the enforceability of remaining provisions is unaffected. This SOW may only be modified in writing signed by both parties, and the SOW may be signed in counterparts via .pdf file transmission.

[*Signatures to Follow*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the SOW Effective Date.

CLIENT:	**RHRC:**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

RURAL HEALTH REDESIGN CENTER

OKCLRH

ATTACHMENT 1

STATEMENT OF WORK

This Statement of Work ("**SOW**") is entered into as of February 26, 2026 (the "**SOW Effective Date**") by and between Clinton Regional Hospital("**Client**") and Rural Health Redesign Center Organization, Inc. ("**RHRC**") and is issued pursuant to and in accordance with the terms and conditions set forth in that certain Services Agreement, by and between Client and RHRC dated February 18, 2026 (the "**Agreement**"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. For purposes of this SOW, each of Client and RHRC may be referred to as a "**Party**" and together as the "**Parties**".

1. Services and Timeline.
   - RHRC will aid Stroudwater Associates (Subcontractor) as a convenor and intermediary for a Mock Survey that will assess compliance, readiness, and operational performance with applicable regulatory requirements. The purpose of the Mock Survey is to identify strengths, gaps, and opportunities for improvement and to support hospitals in preparation for surveys activities. The overall timing from inception to completion of this work is three months upon execution of the legal documents.
   - RHRC will schedule and coordinate meetings and follow-up activities, as needed with 15 hours for Compliance, 5 hours for the Liaison, 10 hours for Project Management, and 5 hours for Operations.

Hospital Deliverables:

- The following list of documents will be provided to Stroudwater prior to scheduling the on-site Mock Survey:
  - Organizational Chart
  - Medical Staff Bylaws/Rules & Regulations
  - Board Bylaws
  - Quality Assessment and Performance Improvement (QAPI) Plan
  - Committee Structure
  - Infection Prevention and Control Plan
  - List of Contracts
  - List of all sites under the hospital CCN eligible for survey (includes provider-based departments/clinics)
  - List of all departments
  - List of areas providing anesthesia/moderate sedation
  - List of areas performing high-level disinfection and sterilization
  - Map of the organization/life safety plan
  - Last regulatory survey with action plans-may be triennial/biennial and any complaint surveys either by regulatory body or State Agency (SA)
  - Medical Staff and Advanced Practice Professional (APP) Roster with specialties and categories

- Scope of Services
- Encounter volumes such as ED, Observation, etc.
- Patient satisfaction data for the last year
- Emergency Preparedness Plan
- Patient Rights and Responsibilities Policy
- Restraint Policy
- Incident Report Statistics [no patient identified]
- Suicide Assessment and Interventions Policy
- Fire and Disaster drills
- Patient Complaint and Grievance Policy
- Language Access Policy
- Transfer Agreement
- Required Education and Training/Competency

Other documents the hospitals should produce to review for the on-site Mock Survey, that will be reviewed in person

- Quality minutes for the 12 months
- Governing Board minutes for the last 12 months
- Medical Staff Leadership Committee minutes for the last 12 months
- Restraint Log
- Grievance Log
- Other documents may be requested based on the survey findings and observations

*Note: If any of the above-mentioned documents are not available, please notify Stroudwater Associates and the RHRC.

Stroudwater Associates Deliverables:

- Stroudwater Associates will schedule one (1) thirty (30) minute virtual session with the participating hospital and the REH internal team to review the Mock Survey process and deliverables.
- Stroudwater Associates will coordinate one (1) staff member for up to two (2) on-site days at the hospital to conduct the Mock Survey and provide on-site education & coaching on regulatory requirements as requested by each participating hospital.
- Stroudwater Associates will provide a written report with the Mock Survey findings along with recommended regulatory priorities to the hospital and the RHRC REH Internal Team within 30 days post survey.
- Stroudwater Associates will provide one (1) virtual call for up to one (1) hour to the hospital and the RHRC REH Internal Team to review the report.

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2. Compensation. In exchange for the performance of the Services the following will be provided at the hospital at no cost through the grant funded REH – TAC program. The actual cost of the TA is valued at up to $19,237.82.

3. Description of work to be provided by Subcontractors (if any): Mock Survey

4. Expenses: In exchange for the performance of the services, expenses are Zero Dollars as RHRC services are covered under the REH – TAC grant.

5. Term and Termination. The term of this SOW shall commence on the SOW Effective Date and continue through December 31, 2026, unless otherwise terminated earlier in accordance with the Agreement or this SOW (the "**SOW Term**"). For the avoidance of doubt, this SOW may be terminated independently of the Agreement in accordance with the terms of the Agreement and this SOW. Notwithstanding the foregoing, this SOW shall terminate with the termination of the Agreement.

6. Client Responsibilities. The successful and timely completion of this SOW will depend on clients providing timely and accurate information in response to requests from RHRC, or subcontractors working on their behalf. In the event that Client is not responding in a timely fashion, RHRC reserves the right to pause work or terminate the agreement in order to preserve the schedule in meeting commitments, milestones and deliverables with other clients. In addition, Client agrees to participate in a post-technical assistance survey following each engagement, designed to assist RHRC in continually enhancing their services and the client experience.

7. Entire Agreement. This SOW and the Agreement constitute the entire understanding of the Parties on the subject matter and supersede all prior representations or understandings. In the event of a conflict between the Agreement and this SOW, the Agreement shall prevail, unless this SOW expressly and specifically sets forth the Parties' intent to supersede the Agreement on a specific matter (but then only with respect to this SOW and only with respect to such matter). No rights in this SOW are waived unless done so in writing, and any written waivers will not constitute a waiver of any other right. If any provision of this SOW is ruled unenforceable by a court, the enforceability of remaining provisions is unaffected. This SOW may only be modified in writing signed by both parties, and the SOW may be signed in counterparts via .pdf file transmission.

[*Signatures to Follow*]

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the SOW Effective Date.

CLIENT:	**RHRC:**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____