

## Hospital Vendor Contract Summary Sheet

1.     Existing Vendor                       New Vendor
  
2.    **Name of Contract:** The Compliance Team Renewal Contract
  
3.    **Contract Parties:** The Compliance Team
  
4.    **Contract Type Services:** 3<sup>rd</sup> party Accredited RHC Survey
  
5.    **Impacted Hospital Departments:** Mangum Family Clinic
  
6.    **Contract Summary:** TCT is contracted to provide accredited auditing/survey for CMS compliance. They charge \$6,600 for 3 years' service. Recommending not to renew this service with TCT and have State provide service for free of charge.
  
7.    **Cost:** Savings of \$2,200 per year over 3 years.
  
8.    **Prior Cost:** \$6,600
  
9.    **Term:** 3 years
  
10.   **Termination Clause:** 30 day written notice.
  
11.   **Other:**

**[HOSPITAL NAME / HOSPITAL LOGO]**

[Date]

(Via Email - [accounting@thecomplianceteam.org](mailto:accounting@thecomplianceteam.org))

(Via Email - [khaggerty@thecomplianceteam.org](mailto:khaggerty@thecomplianceteam.org))

(Via Certified Mail, Return Receipt Requested)

The Compliance Team, Inc.  
P.O. Box 160  
905 Sheble Lane, Suite 102  
Spring House, PA 19477

**Re: Notice of Intent Not to Renew  
Account # 15251**

To Whom It May Concern:

This letter is notice of Mangum City Hospital Authority d/b/a Mangum Family Clinic's (the "Hospital") intent not to renew The Clinic Re-Accreditation Application and Agreement in the amount of \$6,600.00 for the contract period May 20, 2023 to May 20, 2026 (the "Renewal Agreement") made between The Compliance Team, Inc. and the Hospital.

Please consider this letter as the Hospital's intent not to renew the Renewal Agreement. It has been determined that these services are no longer needed.

We appreciate the services The Compliance Team, Inc. has provided for the Hospital. If you have any questions or would like to discuss, please contact me at (800-942-2904) or email [ctillman@chmcok.com](mailto:ctillman@chmcok.com).

Kind Regards,

Cindy Tillman



## Statement / Invoice

Mangum City Hospital Authority  
Mangum Family Clinic  
PO Box 280  
Mangum, OK 73554

Account # 15251  
  
Physical Location  
118 S Louis Tittle  
Mangum, OK 73554

Attn: Accounts Payable

Statement Date: November 4, 2022

Contract Total	Contract Period	Installment #1	Installment #2	Installment #3
\$6,600.00	5/20/2023 to 5/20/2026	\$2,200.00	\$2,200.00	\$2,200.00

<u>Invoice Date</u>	<u>Invoice #</u>	<u>Description</u>	<u>Total</u>	<u>Payments</u>	<u>Amount Due</u>
11/4/2022	00034730	Accreditation Renewal Contract 1st Installment	\$2,200.00	\$0.00	\$2,200.00

**Balance due upon receipt** **\$2,200.00**

### BALANCES ARE DUE IN FULL UPON RECEIPT

Account # and/or Invoice # must be referenced on all payments

Credit Card payments can be made at [www.thecomplianceteam.org](http://www.thecomplianceteam.org) under Client Services.

Make checks payable to:

The Compliance Team, Inc. - PO Box 160 - Spring House, PA 19477 - Attn: Accounts Receivable  
A \$40.00 fee will be charged for all returned checks.

ACH Payment

Account Title: The Compliance Team

Routing # 031100102

Acct # 213547268

Account Type: Commercial Checking Account

Email: [accounting@thecomplianceteam.org](mailto:accounting@thecomplianceteam.org) Phone: 215 654-9110 Fax: 215 654-1041

***The Compliance Team Inc. - Healthcare Accreditation Organization***

November 4, 2022

Mangum City Hospital Authority  
Mangum Family Clinic  
118 S Louis Tittle  
Mangum, OK 73554

RE: Term of Accreditation Expiration

Greetings from The Compliance Team (TCT) home office. As you know, accreditation reflects a clinic's dedication and commitment to meeting standards that demonstrate a higher level of performance and patient care. Your clinic earned accreditation because of its commitment to continuous quality improvement.

At this time, we wish to sincerely thank you for being part of our Exemplary Provider® accreditation program. Our records indicate that your current term of accreditation with us will expire in the next six months.

A renewal contract is enclosed. To ensure uninterrupted service and support, please review your company information, which is a pre-printed form, and make any necessary changes or updates. Return the signed and completed contract to our office by the specified due date to ensure continuous accreditation.

For those clinics that are not currently accredited for Patient Centered Medical Home (PCMH), we are offering PCMH accreditation at a special price, if the on-site visit can be done at the same time as your RHC renewal. Please reach out to our VP of Clinical Services, Kate Hill, via email at [khill@thecomplianceteam.org](mailto:khill@thecomplianceteam.org) for more information.

Please submit any questions you may have regarding re-accreditation, standards and/or compliance through our website under the Client Services tab at [www.thecomplianceteam.org](http://www.thecomplianceteam.org). Indicate "standards and compliance" as the topic and one of our advisors will contact you.

The Compliance Team values your business and appreciates that you have chosen us to serve your accreditation needs. We look forward to your continued participation in the Exemplary Provider Accreditation® program.

Sincerely,

**Sandra Canally, RN**  
CEO & Founder

Enclosed: Renewal Contract, General Terms & Conditions & 1<sup>st</sup> Installment Invoice



## Clinic Re-Accreditation Application and Agreement

Please verify your clinic information and make corrections as necessary:

Account # 15251

**Legal Business Name:** Mangum City Hospital Authority

**dba Name:** Mangum Family Clinic

**Physical Address:** 118 S Louis Tittle, Mangum, OK 73554

❖ Please provide current address if this location moved:

Date of Move: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Billing/Mailing Address:** PO Box 280, Mangum, OK 73554

❖ Please provide current billing address if different from above:

Street Address/PO Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

❖ **ACCREDITATION EXPIRATION DATE:** May 20, 2023

❖ **Current Program(s) Accredited:** Rural Health Clinic

**EIN #:** 822087512    **NPI #:** 1568978708    **CCN #:** \_\_\_\_\_

**Phone:** (580) 782-2000

**Fax:** (580) 782-5906

**Website:** \_\_\_\_\_

**Business Hours:** M-F 8-5 closed 12-1 pm

**Ownership Type:**     **Provider-Based**     **Independent**

If Provider-Based, please enter the CMS Certification Number of the hospital (CAH): \_\_\_\_\_

**Number of patients serviced over past year:** \_\_\_\_\_

**Current # of exam rooms:** \_\_\_\_\_

**Total # of Medical Providers:** \_\_\_\_\_

**Personnel**

Below are the contacts on file for this location. Please cross out any outdated/inactive contacts.

Name	Title	Email
Jeff Cleveland	Main Contact/Director of Clinic Operations	
Andrea Snider	Controller	asnider@mangumregional.org
John J Chiaffitelli	Medical Director	jchiaffitelli@mangumregional.org
Jennifer Risner	Accounts Payable	jrisner@mangumregional.org

❖ If not listed above, please provide contact personnel and accounts payable for this location:

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

❖ Are you still working with a consultant?  Yes  No

List address for HR files storage, if not onsite:

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Which Electronic Health Records (EHR) program does this location use? \_\_\_\_\_

**Please provide the following documents with completed renewal contract:**

- Updated CMS-29
- Clinic floor plan
- CLIA certificate
- State License (if applicable)



**Renewal Fees: Exemplary Provider® Rural Health Clinic Accreditation Program****Re-Accreditation Term: 5/20/2023 to 5/20/2026****Total Renewal Contract: \$6,600.00**

\*Travel expenses are not included in the contract total and will be billed separately after the renewal survey is conducted

**Please select Payment Option:** **Payment in Full** **Installment Plan****First installment: \$2,200.00****2<sup>nd</sup> and 3<sup>rd</sup> installments: \$2,200.00 each**

The first installment is due upon execution of this Agreement. The second installment will be billed approximately six months after the renewal site evaluation. The third installment will be billed 18 months after the renewal site evaluation.

**NOTE:** The renewal evaluation is an unannounced visit and may occur up to 90 days prior to the expiration date of the current accreditation term. Please ensure that qualified personnel are onsite during business hours to grant access to all relevant business documentation.

This application, together with the General Terms and Conditions attached hereto as **EXHIBIT A**, which are incorporated herein and made a part hereof, constitutes a binding contract between the applicant identified on the first page hereof ("Applicant") and The Compliance Team, Inc. ("TCT"). Applicant represents that all information supplied by Applicant above is true and correct in all material respects as of the date hereof.

➤ **THIS AGREEMENT MUST BE COMPLETED & RETURNED WITH PAYMENT WITHIN 30 DAYS OF RECEIPT**

\_\_\_\_\_  
Signature of Authorized Official\_\_\_\_\_  
Title\_\_\_\_\_  
Print Name\_\_\_\_\_  
Date**Mail: The Compliance Team, Inc. P.O. Box 160 Spring House, PA 19477****Phone: 215-654-9110 Fax: 215 654-1041****Email: [Accounting@thecomplianceteam.org](mailto:Accounting@thecomplianceteam.org)**



**EXHIBIT A**  
**General Terms and Conditions**

The terms and conditions set forth below are an integral part of the Accreditation Contract or Accreditation Renewal Agreement (as the case may be) entered into between The Compliance Team, Inc., and Applicant (the "**Agreement**");

**1. Certain Definitions.**

Capitalized terms not otherwise defined herein shall have the meanings ascribed in the Application.

"**Accreditation Date**" means the date of the Successful Initial Survey or, for an Accreditation Renewal Agreement, the day following the expiration of the then-current accreditation term.

"**Applicant Information**" means all information regarding Applicant or its business that is provided or made available to TCT by Applicant pursuant to this Agreement.

"**Application**" means the application submitted to TCT by Applicant for the accreditation services to be provided pursuant to this Agreement.

"**BAA**" means the business associate agreement or addendum executed by the parties in compliance with HIPAA (if any), as amended or replaced from time to time, which is incorporated herein and made a part of this Agreement by this reference.

"**Confidential Information**" means any information of any type in any form that (i) is disclosed to or observed or obtained by one party from the other party (or from a person the recipient knows or reasonably should assume has an obligation of confidence to the other party) in the course of, or by virtue of, this Agreement and (ii) either is designated as confidential or proprietary in writing at the time of such disclosure or within a reasonable time thereafter (or, if disclosure is made orally or by observation, is designated as confidential or proprietary orally by the person disclosing or allowing observation of the information) or is of a nature that the recipient knew or reasonably should have known, under the circumstances, would be regarded by the owner of the information as confidential or proprietary. Without limiting any other provisions of this Agreement, and whether or not otherwise meeting the criteria described herein, the Applicant Information, the TCT Materials, and the content of this Agreement (other than the fact of its existence and the identities of the parties hereto) shall be deemed conclusively to be Confidential Information. For purposes of this Agreement, however, the term "Confidential Information" specifically shall not include any portion of the foregoing that (i) was in the recipient's possession or knowledge at the time of disclosure and that was not acquired directly or indirectly from the other party, (ii) was disclosed to the recipient by a third party not having an obligation of confidence of the information to any person or body of which the recipient knew or which, under the circumstances, the recipient reasonably should have assumed to exist, or (iii) is or, other than by the act or omission of the recipient, becomes a part of the public domain not under seal by a court of competent jurisdiction.

"**Effective Date**" means the date of delivery of this Agreement, executed by Applicant, to TCT.

"**Standards**" means TCT's Exemplary Provider® Quality Standards as updated from time to time in the form provided to Applicant by TCT.

"**Successful Initial Survey**" means that TCT has performed an unannounced, on-site initial survey of Applicant's facility and that, in TCT's sole determination, Applicant has met all of TCT's accreditation requirements.

"**Successful Renewal Survey**" means that TCT has performed an unannounced, on-site renewal survey of Applicant's facility and that, in

TCT's sole determination, Applicant has met all of TCT's accreditation requirements.

"**TCT Materials**" means all documents and other materials delivered or made available to Applicant by TCT pursuant to this Agreement, whether in physical or electronic form, including the Standards and any questionnaires, surveys, checklists, forms, templates, and reports, but excluding in each case any Applicant Information.

**2. Accreditation Services; Applicant's Responsibilities.**

(a) **Services.** Subject to terms and conditions of this Agreement, TCT shall perform accreditation services in accordance with TCT's then-current policies and procedures with regard thereto.

(b) **Applicant Cooperation.** Applicant shall cooperate and assist TCT in its performance of such services by making available in a timely fashion, as reasonably requested by TCT, information, documentation, and access to personnel and systems, and TCT's obligations to provide services hereunder shall be conditioned upon such cooperation and assistance.

(c) **Standards.** Applicant acknowledges that maintenance of its accreditation issued pursuant to this Agreement is conditioned upon Applicant's continued compliance with the Standards, a copy of which Applicant acknowledges having received prior to execution of this Agreement.

(d) **Applicant Change Notifications.** Applicant shall notify TCT promptly of any change in the ownership of Applicant or of Applicant's address.

**3. Term; Termination.**

(a) **Term.** The term of this Agreement shall commence upon the Effective Date and, unless otherwise terminated as provided herein, shall expire on the third anniversary of the Accreditation Date.

(b) **Withdrawal.** Applicant may terminate this Agreement for convenience at any time upon notice to TCT. In such event, all amounts paid hereunder shall be non-refundable and all amounts remaining to be paid hereunder shall become due and payable to TCT immediately upon such termination.

(c) **Termination for Delay – Initial Survey.** TCT may terminate this Agreement upon notice to Applicant if the Successful Initial Survey has not occurred by the first anniversary of the Effective Date for any reason (including Applicant's failure to cooperate and assist TCT as provided herein or Applicant's failure to achieve a Successful Initial Survey) other than the fault of TCT. In such event, all amounts paid hereunder shall be non-refundable and all amounts remaining to be paid hereunder shall be waived.

(d) **Termination for Delay – Renewal Survey.** TCT may terminate this Agreement upon notice to Applicant if the Successful Renewal Survey has not occurred by the expiration of the then-current accreditation term for any reason (including Applicant's failure to cooperate and assist TCT as provided herein or Applicant's failure to achieve a Successful Renewal Survey) other than the fault of TCT. In such event, all amounts paid hereunder shall be non-refundable and all amounts remaining to be paid hereunder shall be waived. *Applicant acknowledges and agrees that TCT cannot assure that it will conduct a renewal survey prior to the expiration of the then-current accreditation term, and thus that a lapse in accreditation may occur, if the renewal Application has not been executed and delivered*



available to Applicant. Any such finding, invention, improvement, discovery, or idea, whether or not patentable, that is conceived or reduced to practice during the term of this Agreement, whether by a party alone or by the parties jointly, arising from or related to this Agreement or the TCT Materials shall be and remain solely the property of TCT and may be used and sold, licensed, or otherwise provided by TCT to third parties, or published or otherwise publicly disclosed, in TCT's sole discretion without notice, attribution, payment of royalties, or liability to Applicant. Applicant, for itself and on behalf of its affiliates and their respective employees and contractors, hereby assigns to TCT any and all right, title, and interest, including copyright and patent rights, of Applicant or such Affiliates or Authorized Users in and to any such findings, inventions, improvements, discoveries, and ideas. Applicant shall not obtain any right, title, or interest in or to anything created or developed by TCT in connection with or incident to this Agreement other than the licenses expressly set forth herein.

**7. License to Use Applicant Information.** Applicant grants to TCT (i) a non-exclusive, royalty-free license during the term of this Agreement to use and disclose Applicant Information as reasonably necessary to perform its obligations under this Agreement and (ii) irrevocable, non-exclusive, transferrable, worldwide, royalty-free perpetual license to use Applicant Information (other than any protected health information as defined under HIPAA) to create statistical analyses and other derivative works thereof as to which there is no reasonable basis to believe that such information can be used, alone or in combination with other reasonably available information, to identify any individual or to identify Applicant as the source of such data and to use, adapt, translate, create derivative works from, perform, display, make, have made, import, disclose, exploit, sublicense, and exercise such statistical analyses and other derivative works for any purpose. Applicant represents and warrants that it owns or has the legal right and authority, and will continue to own or maintain the legal right and authority, to grant to TCT the license set forth in this paragraph. Applicant shall indemnify, defend, and hold harmless TCT, its affiliates, and their respective directors, officers, employees, and agents from and against any losses, liabilities, damages, awards, settlements, claims, suits, proceedings, costs and expenses (including reasonable legal fees and disbursements) arising from or related to a claim of a third party with respect to a breach of the foregoing representations and warranties of Applicant.

## **8. Confidentiality.**

(a) **Security of Confidential Information.** In addition to any other restrictions or obligations imposed at law or provided under this Agreement or the BAA, each party possessing Confidential Information of the other party will maintain all such Confidential Information under secure conditions, using the same security procedures used by such party for the protection of its own Confidential Information of a similar kind and in any event not less than reasonable security measures.

(b) **Non-Disclosure Obligation.** Except as otherwise may be permitted by this Agreement, neither party shall disclose any Confidential Information of the other party to any person without the express prior written consent of the other party; provided, however, that (i) either party may disclose appropriate portions of Confidential Information of the other party to those of its employees, contractors, agents, and professional advisors having a substantial need to know the specific information in question in connection with such party's exercise of rights or performance of obligations under this Agreement provided that all such persons (A) have been instructed that such Confidential Information is subject to the obligation of confidence set forth by this Agreement and (B) are bound either by contract, employment policies, or fiduciary or professional ethical obligation to maintain such information in confidence and (ii) TCT may disclose may disclose Applicant Information to the Centers for Medicare & Medicaid Services (CMS) or other governmental entities as necessary or appropriate to TCT's role as an accreditation organization or otherwise as required by law.

(c) **Compelled Disclosure.** If either party is ordered by a court, administrative agency, or other governmental body of competent jurisdiction to disclose Confidential Information, or if it is served with or otherwise becomes aware of a motion or similar request that such an order be issued, then such party will not be liable to the other party for disclosure of Confidential Information required by such order if such party complies with the following requirements: (i) if an already-issued order calls for immediate disclosure, then such party immediately shall move for or otherwise request a stay of such order to permit the other party to respond as set forth in this paragraph; (ii) such party immediately shall notify the other party of the motion or order by the most expeditious possible means; and (iii) such party shall not oppose a motion or similar request by the other party for an order protecting the confidentiality of the Confidential Information, including not opposing a motion for leave to intervene by the other party; and (iv) such party shall exercise its best efforts to obtain reasonable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

(d) **Non-Use Obligation.** Except as expressly authorized in this Agreement, during the term of this Agreement and forever thereafter (or for such shorter period as may be imposed by applicable law), neither party shall use any Confidential Information of the other party, except at the request of and for the benefit of such other party, without the express prior written consent of the other party.

(e) **Copying of Confidential Information.** Except as otherwise may be permitted by this Agreement, neither party shall copy or otherwise reproduce any part of any Confidential Information of the other party, nor attempt to do so, without the prior written consent of the other party. Any embodiments of Confidential Information of a party that may be generated by the other party, either pursuant to or in violation of this Agreement, will be deemed to be the sole property of the first party and fully subject to the obligations of confidence set forth herein.

(f) **Proprietary Legends.** Without the other party's prior written consent, neither party shall remove, obscure, or deface on or from any embodiment of any Confidential Information any proprietary legend relating to the other party's rights.

(g) **Reports of Misappropriation.** Each party immediately shall report to the other party any act or attempt by any person of which such party has knowledge or reasonably suspects (i) to use or disclose, or copy Confidential Information without authorization from the other party or (ii) to reverse assemble, reverse compile, or otherwise reverse engineer any part of the Confidential Information.

(h) **Post-Termination Procedures.** Except as otherwise provided in this Agreement, and except for Applicant Information (other than any protected health information as defined under HIPAA) retained by TCT for the purposes set forth in this Agreement, in accordance with TCT's records retention procedures, or as required by applicable law, promptly upon the expiration or any termination of this Agreement or other expiration or termination of a party's right to possess and/or use Confidential Information, each party shall turn over to the other party (or destroy and certify the same in writing, if agreed in writing by the other party) any embodiments of any Confidential Information of the other party; provided, however, that a party may retain such Confidential Information of the other party as reasonably is necessary for proper recordkeeping purposes, any such retained information to remain the property of the disclosing party and to be treated and protected as Confidential Information.

**9. Disclaimer of Warranties.** TCT PROVIDES ITS SERVICES UNDER THE AGREEMENT AND THE TCT MATERIALS AS-IS, WITH NO WARRANTIES, AND TCT DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES OR ANY PORTION THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR



Agreement not ruled to be invalid or unenforceable will be unaffected; (ii) the effect of the ruling will be limited to the jurisdiction of the court or other body making the ruling; (iii) the provision held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other body is authorized to reform the provision, to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein; and (iv) if the ruling or the controlling principle of law or equity leading to the ruling subsequently is overruled, modified, or amended by legislative, judicial, or administrative action, then the provision in question as originally set forth in this Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

(l) Injunctive Relief. Each party acknowledges that any violation of its covenants in this Agreement relating to the other party's Confidential Information and intellectual property would result in damage to such party that is largely intangible but nonetheless real and that is incapable of complete remedy by an award of damages. Accordingly, any such violation shall give such party the right to a court-ordered injunction or other appropriate order to enforce specifically those covenants without bond, without the requirement to prove damages, and without prejudice to any other rights or remedies to which such party may be entitled as a result of a breach of this Agreement.

(m) Headings; Interpretation. The headings of the sections used in this Agreement are included for convenience only and are not to be used in construing or interpreting this Agreement. The term "including" means "including without limitation" unless otherwise expressly provided in a given instance. In the event of a conflict between these General Terms and Conditions and the Application, these General Terms and Conditions shall control. In the event of a conflict between these General Terms and Conditions and the BAA, the BAA shall control.

(n) Counterparts. This Agreement may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts constitute one and the same instrument. Manually-executed counterparts or counterparts executed by means of an electronic signature may be delivered in faxed or scanned electronic form or by means of such electronic signature service provider, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart hereof so signed by each of the parties.

---