

Agenda Mangum City Hospital Authority April 22, 2025, at 5:30 PM

City Administration Building at 130 N Oklahoma Ave.

The Trustees of the Mangum City Hospital Authority will meet in regular session on April 22nd, 2025 at 5:30 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 25, 2025, regular meeting minutes as presented.
- 2. Approve March 2025 Clinic Report
- 3. Approve March 2025 Medical Staff Minutes
- 4. Approve March 2025 Quality Report
- 5. Approve March 2025 CCO Report
- Approve March 2025 CEO Report
- 7. Approve the following forms, policies, appointments, and procedures previously approved, on 04/10/2025 Quality Committee and on 04/17/2025 Medical Staff.

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-Environmental Services Policy & Procedure Manual

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-LSP-001-Utility System Management

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-LSP-002- Security Management Plan

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-LSP-003- Fire Management Plan

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-LSP-004- Equipment Management Plan

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-LSP-005- Hazardous Material Management Plan

Discussion related to HIM Delinquencies -None to report.

FURTHER DISCUSSION

REMARKS

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

REPORTS

8. Financial Report for March 2025

OTHER ITEMS

- **9. Discussion and Possible Action to Approve** the movement of the lab department from the adjacent building to the hospital to the existing OR rooms.
- <u>10.</u> **Discussion and Possible Action to Approve** a quote from Webstraurant, Global Industries, or Grainger to purchase new ice machine for the patient care hallway.
- <u>11.</u> **Discussion and Possible Action to Approve** the Philadelphia Insurance quote for the hospital and attached buildings insurance.
- **12. Discussion and Possible Action to Approve** the product service agreement between Lampton Welding providing bulk oxygen to Mangum Regional Medical Center.
- **13. Discussion and Possible Action to Approve** the HIPAA Privacy Officer Jessica Pineda at Mangum Regional Medical Center for 2025 replacing Jennifer Dreyer.
- 14. Discussion and Possible Action to Approve the Oklahoma Department of Transportation Agreement No. EMOS-2025-12 for the Section 5310 Grant Program, providing funds to purchase a transportation van.

EXECUTIVE SESSION

15. 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):

OPEN SESSION

16. Discussion and Possible Action with regard to executive session.

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 17h day of April 2025 , by the Secretary of the Mangum City Hospital Authority.
Steve Kyle Secretary



Minutes Mangum City Hospital Authority Session March 25,2025 at 5:30 PM

City Administration Building at 130 N Oklahoma Ave.

The Trustees of the Mangum City Hospital Authority will meet in regular session on DATE, March 25 2025, at 5:30 PM, in the City Administration Building at 130 N. Oklahoma Ave, Mangum, OK for such business as shall come before said Trustees.

CALL TO ORDER

Chairman Vanzant called the meeting to order at 05:30pm.

ROLL CALL AND DECLARATION OF A QUORUM

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

ALSO PRESENT Kelly Martinez Robyn (via phone) City Attorney Cory Kendall City Clerk Steve Kyle

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.

Motion made by Trustee Webb, Seconded by Trustee Vanzant.

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

- 1. Approve February 25, 2025, regular meeting minutes as presented.
- 2. Approve February 2025 Clinic Report.
- 3. Approve February 2025 Medical Staff Minutes
- 4. Approve February 2025 Quality Report
- 5. Approve February 2025 CCO Report.
- 6. Approve February 2025 CEO Report.

7. Approve the following forms, policies, appointments, and procedures previously approved, on 03/13/2025 Quality Committee and on 03/20/2025 Medical Staff.

Discussion and Possible Action to Approve the Policy and Procedure: MRMC Patient Responsibility Collection Policy and Bad Debt

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-HIM-018-Incomplete Records Policy

10. Approve the following forms, policies, appointments, and procedures previously approved, on 03/19/2025 by the RHC Quality Committee.

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-RHC-027-Medical Records Policy

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-RHC-Prescribing Controlled Substance Policy

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-RHC-Clinic Closure Procedure

Discussion related to HIM Delinguencies-none to report.

FURTHER DISCUSSION

None.

REMARKS

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

None.

REPORTS

15. Financial Report for February 2025

Financial Report given by Adrian Brownen.

February 2025 Financial Statement Overview

- Statistics
 - The average daily census (ADC) for February was 10.98, up 1 day from January and up 1 day from the 2024 average.
 - Acute payor rate for February of Medicare and Medicare Managed Care was
 72%. The acute payor rate was 77% for 2024.
 - Swing Bed payor mix for February was 82% for Medicare and 18% for Medicare
 Managed Care.
 - o Patient days for February were at 293 down 62 days from January
- Income Statement Highlights
 - Operating Loss is \$72,000, down \$21,000 from the 2024 monthly average.

- Net patient revenue was \$1 million, a decrease of \$57,000 from 2024 monthly average. 340D was at \$18,000 for February.
- Operating expenses were \$1.4 million, down \$9,000 from the 2024 monthly average.
- Patient days for February were at 293 down 62 days from January.
- Balance Sheet Highlights
 - Cash receipts for February were a little over \$1.8 million, an increase of \$40,000 from the 2024 monthly average.
 - o Cash disbursements were \$1.2 million.
 - Cash balance at the February end was \$481,000 providing 10.5 days cash at hand up two days from 2024 average.
- Clinic (RHC Income Statement Highlights)
 - The clinic visits per day were 8.76.
 - The year-to-date revenue is \$61,000.
 - Year-to-date operating expenses are \$154,000 with a year-to-date net loss of \$92,000.

OTHER ITEMS

16. Discussion and Possible Action to Approve the vehicle lease agreement between Cohesive Mediryde, LLC and MRMC to provide a van to be used in the Strong Mind program for patient transport.

Mr. Martinez stated there were some changes to the contract. The monthly cost is \$500. The clause was added that Cohesive is responsible for any major repairs not caused by negligence at the facility. The facility would be responsible for small regular vehicle maintenance such as oil changes and tires. In the event the vehicle needed a major repair and was down for an extended period, Cohesive would not provide another van. They would abate the monthly payment. Trustee Webb inquired where this change was. Attorney Kendall stated is ¶71. Trustee Hopper asked what would happen to the Strong Minds program if the van was down for two months. Mr. Martinez stated the program would be put on hold and restarted when the van was back in service; however, he added if Cohesive had another van available they could lease it. Cohesive was just not in a position to guarantee it. Chairman Vanzant questioned if the coverage could be preapproved. Mr. Martinez stated he would need to review the Progressive Insurance quote. Attorney Kendall stated this was for accidents not repairs. Trustee Webb inquired as to the abatement of lease fees. Attorney Kendall stated the lease would be abated on a daily rate for vehicle down time for major repairs. Mr. Martinez stated that he is the current designated driver pending hiring one.

Motion to approve

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

17. Discussion and Possible Action to Approve the Progressive Commercial Auto Insurance Quote for the Mediryde van to provide transportation for the Strong Mind Program

Mr. Martinez presented the 12-month insurance quote for the van from Progressive is \$2,500 with a discount if paid in full upfront bringing the cost to \$2,000. Mr. Martinez added that he asked the agent about additional quotes and was told this was the only company that would provide one. The agent cited the program use as a new business and a moratorium on companies writing new business due to the recent wildfires in Oklahoma. Trustee Webb questioned if a \$1 million dollar policy was adequate. Mr. Martinez stated this was what Mediryde currently has and there would only be 2 to 3 people in the van at a time. Trustee Webb stated he would make a motion to approve with the caveat that the premium be paid in full up front.

Motion to approve.

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

18. Discussion and Possible Action to Approve the Port53 Technologies quote for a new Firewall hardware and Meraki MX Cloud MX75 Advanced software.

Mr. Martinez explained this quote was for hardware and software of \$4,638. He went on to say the current firewall coverage ends in June providing no coverage without a new contract. This would open the hospital to very large cyber vulnerability. He stated they went with Port53 before due to the company's abilities and coverage if any concerns. This is a 36-month contract. Trustee Webb asked if the company had any connection to Cohesive or Cisco. Mr. Martinez stated no.

Motion to approve.

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

19. Discussion and Possible Action to Approve the BD Pyxis Profile Upgrade for Medstation ES quote for the automated medication dispensing unit in the ER

Mr. Martinez stated this was missed by both parties in the original quote. This is necessary in medication accuracy with the patient profile and care in the ER. The cost is \$123 p/mo. for 84 mo. the life of the contract. He noted that the company is currently charging taxes which they have not paid and are working on the company adding the hospitals tax exempt status. The cost for the entire system would be approximately \$4,000 p/mo. Trustee Hopper inquired as to the initial cost. Mr. Martinez stated it was \$3,650. Trustee Hopper added that an error was more likely to occur in the ER. Mr. Martinez agreed. -Side note: After the vote Trustee Ford asked if they needed anything from the city to resolve the tax charges. Mr. Martinez stated no. They were diligently working on getting this cleared and receiving any related back charges.

Motion to approve.

Motion made by Trustee Webb, Seconded by Trustee Vanzant.

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

20. Discussion and Possible Action to Approve the MedPro professional and general liability insurance quote.

Mr. Martinez stated they have had MedPro for over 15 years, likely 18 years. This is the professional liability insurance and tail coverage for providers in the ER. Last year's cost was \$59,000 and this year it is up less than \$1000.

Motion to approve.

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

21. Discussion and Possible Action to Approve the FourTrust91 Partners cyber insurance policy quote.

Mr. Martinez stated this coverage is in the event they have a cyber-attack. They provided a side-by-side comparison representing in their opinion why FourTrust91 was better coverage than current company CRC. Trustee Hopper inquired as to the meaning of the carrier is not admitted in the state of Oklahoma. City Attorney Kendall said to his knowledge this is the company is not registered with the Insurance Commission. Trustee Webb stated FourTrust91's deductible per claim was \$5,000 higher than CRC. Mr. Martinez agreed. Mr. Webb inquired as to what specifically made FourTrust91 better. Mr. Martinez stated the addition of 5 hours security consulting with software from Cyber Crash Cart and greater mitigation capabilities with hospital IT staff including fishing, fraud and telecommunications events were the primary reasons Trustee Webb stated he thought there were key areas where CRC was better. He also asked what was the inclusion of "great bodily harm" in a cyber-attack scenario. Mr. Martinez explained that in many facilities systems such as ventilators and IV Pumps are connected to the system. Theirs are capable but not currently used in this manner; however, medication and imaging systems are and could be compromised leading to harm. Other areas of concern are ransom ware, control of hospital communications and fire control. Trustee Ford recognized the increased risk but questioned if they were receiving coverage comparable to the increased cost. Upon review, Trustee Webb made the motion to approve CRC.

Motion to approve

Motion made by Trustee Webb, Seconded by Trustee Ford.

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

Voting Nay: Trustee Vanzant

23. Discussion and Possible Action to Approve the MRMC Wolters Kluwer Lippincott Procedures software proposal to provide an electronic database for nursing procedures.

Mr. Martinez stated this is a platform that has all nursing procedures available facility wide. Trustee Hopper inquired how often this was utilized and if it was available at the clinic. Mr. Martinez said he believes it is a few times a day and it is available at the clinic. Trustee Lively discussed the money requested verses the funds coming in from the hospital. Trustee Hopper interjected that compliance to policy required the readily accessibility of information and books or phones would not necessarily be in compliance. Mr. Martinez added that this was updated monthly, and a nurse could reference this in their notes affording additional coverage.

Motion to approve.

Motion made by Trustee Vanzant, Seconded by Trustee Hopper.

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

Voting Nay: Trustee Lively

Discussion and Possible Action to Approve the appointment Denise Jackson RN as the Risk Manager for MRMC for 2025

Mr. Martinez stated Jackson is currently the Risk Manager and this was not included in the prior month.

Motion to approve.

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

EXECUTIVE SESSION

Discuss and make a decision 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

Michelle Surdivant, APRN-CNP-Courtesy Privileges

Contracts

Dr. Fei-LingYeh, D.O.

Motion to enter Executive Session.

Motion to approve.

Motion made by Trustee Webb, Seconded by Trustee Vanzant.

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

Executive Session entered at 06:12pm

OPEN SESSION

26. Possible action as a result of executive session.

Discuss and decide to come out of executive session.

Motion made to come out of Executive Session.

Motion to approve.

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

Exited Executive Session at 06:30pm

Credentialing

Michelle Surdivant, APRN-CNP-Courtesy Privileges

Contracts

Dr. Fei-LingYeh, D.O.

Motion to approve.

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

Exit Executive Session at 06:25pm.

STAFF AND BOARD REMARKS

Remarks or inquiries by the governing body members, Hospital CEO, City Attorney or Hospital employees.

Mr. Martinez discussed the need to purchase additional computers because Windows 10 will not be supported after October of 2025. They would need to purchase 14 computers as a capital expense, and they did not want to do this in a lump sum because it would be about \$16,000. He suggested purchasing a few at a time. Trustee Webb asked if they considered leasing rather than making a purchase. Mr. Martinez said no. He added that they lease the printers and could investigate this option. Trustee Webb mentioned the cost effectiveness and protection of leasing. Mr. Martinez stated he would bring a lease option back.

Motion to Adjourn.

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

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 made by Trustee Vanzant, Seconded by Trustee Lively.

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

Meeting adjourned at 06:30pm

Duly filed and posted at **3:00 p.m. on the 21rst day of March 2025**, by the Secretary of the Mangum City Hospital Authority.

Steve Kyle, City Clerk

Disclaimer: Item 22 was inadvertently left out of the agenda presented at the meeting, posted at City Hall and the Mangum Website. The board Discussion and Possible Action to Approve the FourTrust91 Partners cyber insurance policy quote or chose the CRC quote.



Clinic Operations Report

Mangum Family Clinic

March 2025

Monthly Stats	March 2024	March 2025
Total Visits	150	183
Provider Prod	100	186
RHC Visits	146	157
Nurse Visits	0	0
Televisit	0	0
Swingbed	4	10

Provider Numbers	RHC	TH	SB
Ogembo	142		
Sanda	41		
Chaiffitelli			9
Barnes			1

Payor Mix	
Medicare	56
Medicaid	62
Self	3
Private	62

Visits per Geography	
Mangum	155
Granite	11
Altus	3
Willow	5

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	<u>Total</u>
Visits	187	183	183										

Clinic Operations:

- 1. **Referral Management:** Providers are now actively using the "Referrals" tab in the progress note treatment section for patient management.
- 2. **Referral Queue:** Currently, there are 44 referrals pending scheduling with specialty providers.
- 3. **Lab Orders:** A total of 87 lab orders have been sent to Mangum Regional Medical Center this month.

Quality Report:

Improvement Measure	Actual	Goal	Comments	
Reg Deficiencies	0	0	12 audited	
Patient Satisfaction	6	5	5 excellent; 1 good	
New Patients	16	10	Extremely impressive given the circumstances	
No Show	11.43%	<12%	16 no shows for the month	
Expired Medications	0	0	None noted.	

Outreach:

• Social media posting on 3/12/2025 regarding vaccinations.

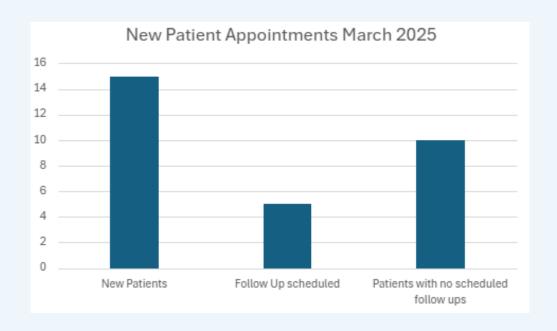
Summary:

Mangum Family Clinic continues to provide quality compassionate care to our community and surrounding communities. Two providers on staff allow walk in visits and same day appointments possible. The clinic is continuing to improve its workflow with referrals, labs and much more.

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

Mangum Family Clinic: New Patient Statistics

March 2025



Mangum Regional Medical Center Medical Staff Meeting Thursday March 20, 2025

MEMBERS PRESENT:

John Chiaffitelli, DO, Medical Director Laura Gilmore, MD Sonja Langley, MD Absent: Guest:

ALLIED HEALTH PROVIDER PRESENT:

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

NON-MEMBERS PRESENT:

Kelley Martinez, RN, CEO Chelsea Church, PharmD Nick Walker, RN, CCO Meghan Smith, RN, Infection Preventionist Denise Jackson, RN – Quality Chasity Howell, RN – Utilization Review Carli Banks, LPN - Pharmacy

- 1. Call to order
 - a. The meeting was called to order at 12:51 pm by Dr. John Chiaffitelli, Medical Director.
- 2. Acceptance of minutes
 - a. The minutes of the February 20, 2025, 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
 - Operations Overview
 - Our census remained stable for the month of February.
 - We are currently monitoring patients coming to the clinic and ER for possible measles due to the current outbreaks.

- We continue to wait to hear back from the Architect about the roof. He did come and visit but we have not heard back from them yet.
- o Room remodeling is ongoing.
- We continue to await our award letter from ODOT for our grant.
- We continue to work with the clinic to improve patient census.
- Looking at clinic collections for February we collected a total of \$1,019.60 down from \$1,068.36 at time of service.
- o In the Month of February, the hospital had total patient payments of \$11,715.32.

Written report remains in the minutes.

5. Committee / Departmental Reports

- a. Medical Records
 - 1. No report

b. Nursing

Patient Care

- MRMC Education included:
 - 1. Nursing documentation/updates are communicated to nursing staff weekly.
 - 2. Mock code drill conducted successfully.
 - 3. Planning underway for in-Depth training with staff regarding cardiac rhythm and ACLS scenarios.
- MRMC Emergency Department reports 0 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 5 HAI, or 0 MDRO for the month of February, 2025.

Client Service

- Total Patient Days for February, 2025 were 293. This represents an average daily census of 10.5.
- February 2025 COVID-19 statistics at MRMC: Swabs (0 PCR & 105 Antigen) with 1 positive.
- February, 2025 Influenza statistics at MRMC: 21 Flu A and 1 Flu B positive patients.

Preserve Rural Jobs and Culture Development

- MRMC continues to recruit for 2 PM RN-House Supervisor positions.
- 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 None
 - New Business
 - a. N/A
 - Data:
 - a, N/A
 - Policy & Procedures Review:
 - a. N/A
 - 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: Employees are offered flu shots through the influenza vaccine program. Influenza vaccinations and declinations completed for MRMC employees. Zero annual Fit test completed.

Annual Items:

- a. Completed March 2023
- b. ICRA approved by Board March, 2024.
- c. 1 ICRA for July 2024
- d. Linen Services Annual Site Visit Site visit completed 10/11/2024 – No new reported issues with linen facility. New contract with linen company pending.

Written report remains in the 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 onsiteremodel is postponed.
 - c. EOC, and Life Safety Plans will be evaluated and approved in the March EOC meeting.
 - d. Approve 2025 Hospital HVA Assessment—Approved 2-11-2025 1st Kelley Martinez 2nd Nick Walker
 - e. Stained ceiling tile throughout facility from leaking roof
 - i.i.i. New Business

- a. Damaged wall and ceiling in x-ray due to leaking roof Written report remains in minutes.
- e. Laboratory
 - i. Tissue Report Approved
 - i.i. Transfusion Report Approved
 Written report remains in minutes.
- f. Radiology
 - i. There was a total of -174 X-Rays/CT/US
 - i.i. Nothing up for approval
 - i.i.i. Updates:
 - PM Completed on CT.
 Written report remains in minutes.
- g. Pharmacy
 - i. Verbal Report by PharmD.
 - i.i. P & T Committee Meeting The P&T Committee Meeting was held on March 20, 2025.
 - i.i.i. Sterile Cipro IV and Levaquin 750mh IV have been added to the shortage list. Morphine 15mg ER is on back order. It is unavailable at this time.
 - iv. Pyxis live went well.

Written report remains in the minutes.

- h. Physical Therapy
 - i. No report.
- i. Emergency Department
 - i. No report
- j. Quality Assessment Performance Improvement
 - Risk Management
 - Grievance 1
 - \circ Fall with no injury 0
 - \circ Fall with minor injury -0
 - \circ Fall with major injury 0
 - \circ Death -0
 - AMA/LWBS 4 ER AMA 2 In-Pt AMA
 - Quality
 - Quality Minutes
 - HIM –

- Med event -0
- After hours access was 98

Written report remains in the minutes.

- k. Utilization Review
 - i. Total Patient days for January: 333
 - i.i. Total Medicare days for January: 259
 - i.i.i. Total Medicaid days for January: 4
 - iv. Total Swing Bed days for January: 256
 - v. Total Medicare SB days for January: 205

Written reports remain in the Minutes.

Motion made by Dr. John Chiaffitelli, Medical Director to approve Committee Reports for February, 2025.

6. New Business

a. Review & Consideration of Approval of Policy & Procedure: MRMC – HIM – Incomplete Records Policy

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

b.Review & Consideration of Approval of Policy & Procedure: MRMC – Cohesive Corporate Bad Debt Policy

i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve Policy & Procedure – MRMC – Cohesive Corporate Bad Debt Policy.

7. Adjourn

a. Dr Chiaffitelli made a motion to adjourn the meeting at 1:06 pm

Medical Director/Chief of Staff	Date	

Quality and Patient Safety Committee Meeting Agenda for March 2025 and Meeting Minutes for March 2025

Meeting Location: OR	Reporting Period: Feb 2025			
Chairperson: Dr Gilmore	Meeting Date: 03/13/2025	Meeting Time: 14:00		
Medical Representative: Dr Gilmore	Actual Start Time: 1402	Actual Finish Time: 1440		
Hospital Administrator/CEO: Kelley Martinez	Next Meeting Date/Time: tentativel	y 04/10/2025 @ 14:00		

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								
Agenda Item	Presenter	Time	Discussion/Conclusions	Decision/Action Items				
		Allotted						
A. Call to Order	QM	1 min	Called to order at 1402	Approval: First – Meghan, Second – Heather				
II.	COMMITTE	E MEETIN	G REPORTS & APPROVAL OF MIN	IUTES				
Agenda Item Presenter		Time	Discussion/Conclusions	Decision/Action Items				
		Allotted						
A. Quality and Patient Safety	Denise	2 min	Meeting minutes – Feb 2025	Approval: First – Dr Gilmore, Second –				
Committee	Jackson			Kelley				
1. Approval of Meeting Minutes								
B. Environment of Care (EOC)	Mark	2 min	Meeting minutes – Feb 2025	Approval: First – Pam, Second – Kelley				
Committee	Chapman							
1. Approval of Meeting Minutes								
C. Infection Control Committee	Meghan	2 min	Meeting minutes – Feb 2025	Approval; First – Desirae G, Second - Kaye				
1. Approval of Meeting Minutes	Smith							

Decision/Action Items
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inique

			13 - OT 1- ST Feb 2025 Total sessions for the month; 153 -PT 112 -OT 4 -ST Improved Standard Assessment Scores: 9 - PT 9 - OT					
			1 - ST					
F. Materials Management	Waylon Wigington	2 min	0 back orders, 0 late orders, 0 recalls					
G. Business Office		2 min	Cost shares 95%	BO employee counseled and improvement noted thus far				
H. Human Resources		2 min	1 competency has not been completed, supervisor has been notified					
I. Environmental Services	Mark Chapman	2 min	100% terminal room cleans					
J. Facility/Plant Operations	Mark Chapman	2 min	24 extinguishers checked boiler checks 1 generator/transfer switch inspection					
K. Dietary	Treva Derr	2 min	100% on all logs for the month					
L. Information Technology	Desirae Galmore	2 min	Data reviewed					
IV. OLD BUSINESS								
Aganda Itam	Dwagonton	V. Time	NEW BUSINESS Discussion/Conclusions	Decision/Action Items				
Agenda Item	Presenter	Allotted	Discussion/Conclusions	Decision/Action Items				
A. New Business	QM	2 min	See Policy Information Below					

VI. QUALITY ASSURANCE/PERFORMANCE IMPROVEMENT DASHBOARD REPORT								
Agenda Item	Presenter	Time Allotted	Discussion/Conclusions	Decision/Action Items				
A. Volume & Utilization	CM	5 min	AMA - 4	No trends noted at this time				
			1.) Pt to ER with c/o requesting xray per					
			PCP. Pt advised that they needed an					
			evaluation prior to testing due to no					
			orders from PCP. Allowed nurse					
			assessment and MSE but refused all					
			testing and wanted to leave. R/B					
			discussed with pt and AMA signed.					
			2.) Pt to ER with c/o . All testing					
			completed with new cardiac dx and plan					
			for transfer to higher level of care. Pt					
			refused transfer to higher level of care.					
			R/B up to and possible death discussed					
			with pt who continued to refuse transfer.					
			AMA signed.					
			3.) Pt to ER with c/o. Hx of extensive dx					
			process with recent surgical procedure.					
			Evaluation completed with treatment					
			recommendations. Pt refuses treatment					
			and opts to go see specialty provider.					
			R/B discussed. AMA signed.					
			4.) In-patient – pt admitted to SWB					
			services for new cardiac dx from acute					
			care facility. Over the course of the stay,					
			pt actively participated in therapy					
			services with no other issues reported.					

			pt expressed desire to go home. R/B discussed with patient however pt remained amendment that they were going home, AMA signed.
B. Case Management	CM	8 min	1 re-admit for the month
			Patient admitted on with primary dx: and
			discharged to home per patient request.
			The patient returned and was readmitted
			from with secondary dx Patient
			discharged to home after completion of
			therapy and medications. DC to home-on-home medications with f/u with PCP.
C. Risk Management	QM	10 min	0 complaint
C. Risk Management	Q1VI	10 11111	o complaint
			0 grievance
D. Nursing	CCO	2 min	2 inpt transfers –
			1.) admitted with primary dx, worsening
			symptoms r/t dx, requiring further
			treatment not available at MRMC,
			transferred to higher level of care
			2.) Admitted for primary dx, due to pt
			need for further specialty treatment of
			primary dx. Pt was transferred to higher
			level of care.
E. Emergency Department	CCO/QM	5 min	ER readmits - 6
			1) patient present to the ED c/o Labs
			were completed, all WNL. Pt prescribed

Item 4.

Mangum Regional Medical Center

Quality and Patient Safety Committee Meeting Agenda for March 2025 and Meeting Minutes for March 2025

tx and d/c home. The patient returned for the same symptoms. Pt was examined, treated. The patient received a prescription and was d/c home.

- 2) patient presented to the ED c/o. Pt was treated and was d/c home. The pt returned d/t the same symptoms as before. Further work up complete, with findings for admit for symptom control and IV antibiotics.
- 3) patient presented with c/o. The patient would not allow lab work to be completed, only chest x-ray and viral swabs. Pt then became anxious and stated that they needed to leave to care for family member. The patient signed out AMA but did receive RX. the patient returned d/t increased c/o. The patient was examined and was DX, they report they did not fill the RX. Pt received RX and d/c home.
- 4) Patient presented to the ED c/o Labs and CT completed with no urgent dx noted. Pt discharged home. pt returned to the ED with similar c/o, Pt again noted to not have a medical ailment to be treated and was d/c home.
- 5) The patient presented to the ED c/o. Full work up completed and was DX. Pt was d/c home with orders and f/u with their PCP. the patient returned to the ED c/o the same symptoms. Pt was advised

			to cease taking home medication, and to f/u with their PCP. 6) The patient presents to the ED with c/o. Extensive education provided to the patient and was d/c home. the patient presented to the ED c/o secondary issue. The patient stated that they called their specialist and was prescribed ABT but pt did not take the ABT yet. The patient was worked up with labs, imaging, and was diagnosed. Pt wanted to d/c, discussed r/b with pt however they were adamant and signed out AMA	
F. Pharmacy & Therapeutics (P&T)	Pharmacy	2 min	Next P&T – March 2025 After hours access - 93 ADR - 0 Med errors – 4 1) The patient received a dose of Nivestym when the order specifically noted to hold once WBC>3. Providers, pharmacy, and nursing did not follow up to ensure that a CBC was scheduled at least twice weekly. 2) Nurses failed to give bedside report on a patient resulting in the patient not receiving their Buspar.	1) Education provided to all care areas involved that we must be diligent with medications that we are unfamiliar with and ensure that we are following best practices. 2-4) Both nurses received write up for not following bedside reporting procedure. The nightshift nurse was also educated on the importance of taking their time and understanding their assignment prior to starting the shift. Nursing staff reminded that bedside report is not optional. This was only one night/occurrence.

			3) Nurses failed to give bedside report on a patient resulting in the patient not receiving their Mucinex. 4) Nurses failed to give bedside report on a patient resulting in the patient not receiving their Lisinopril. This patient still had an assessment by the house supervisor and reported no complaints to the staff.	
G. Respiratory Care	RT	2 min	Pt trach dislodged, pt unable to recall how this occurred. Multiple attempts made to reinsert trach before successful reinsertion	Education to pt on notification to staff for loose collar and RT increasing checks on patient to monitor closely
H. Wound Care	WC	2 min	No inpatient wound development for the reporting period	
I. Radiology	RAD	2 min	Internet outage on 2/28, unable to send exams to DIA, all were walk-ins to the ER	
J. Laboratory	LAB	5 min	No blood culture contaminates for the reporting period	
K. Infection Control/Employee Health	IC/EH	5 min	4 HAIS – 1&2) Admitted for UIT, treated and resolved. The same patient developed UTI and flu while in patient 3.) Pt admitted for pneumonia, treated and resolved. During hospital course pt was dx a second time with pneumonia after c/o persistent cough 4.) Pt admitted for ABT, over the course of hospital stay and due to lengthy ABT	

			requirements, pt began having loose stools and has positive c-diff results	
L. Health Information Management (HIM)	HIM	2 min	ED d/c instructions – 73%, 31 were not signed by both nurse/patient ER Provider Note Dx – 99%, 1 noted was put in provider box for completion	New HIM director, will monitor these numbers and discuss further interventions as needed
M. Dietary	Dietary	2 min	100% on cleaning schedules	
N. Therapy	Therapy	2 min	Jan – all PT renewed licenses	
O. Human Resources (HR)	HR	2 min	Annual Evals – 40%, annual evaluations are dur March 31, 2025	
P. Business Office	BOM	2 min	DL 97% - 3 om nurses missed 6 visits, 2 am nurses missed 3 visits	New BO director will send weekly reports to CNO regarding missing info from nursing staff
Q. Environmental Services	EVS	2 min	10/10 on room cleans	
R. Materials Management	MM	2 min	88% on requisitions, MM continues to work on setting up all users for ordering for the system	
S. Life Safety	PO	2 min	100%	
T. Emergency Preparedness	EP	2 min	No new orientation for the reporting period	
U. Information Technology	IT	2 min	43 events for the month	
V. Outpatient Services	Therapy	2 min	100 % on temps logs for Jan/Feb 2025	
W. Strong Minds	N/A	N/A	Coming 2025	
			ICIES & PROCEDURES	
Agenda Item	Presenter	Time Allotted	Discussion/Conclusions	Decision/Action Items

A. Review and Approve	QM	10 min	 HIM – Incomplete Records Policy RHC – Medical Records Policy Cohesive Corporate Bad Debt Policy 	 First approval – Meghan Second approval – D. Galmor First approval – Kelley Second approval – Nick First approval – Kelley Second approval – Nick 					
	VIII. PE	RFORMAN	NCE IMPROVEMENT PROJECTS						
			IX. OTHER						
	X. ADJOURNMENT								
Agenda Item	Presenter	Time Allotted	Discussion/Conclusions	Decision/Action Items					
A. Adjournment	QM	1 min	There being no further business, meeting adjourned at 1440 by Jennifer seconded by Heather						

MEMBERS & INVITED GUESTS								
Voting MEMBERS								
Kelley Martinez	Nick Walker	Desarae Clinesmith	Karly Banker	Treva Derr				
	Jennifer Dreyer	Desirae Galmor	Meghan Smith	Pam Esparza				
Danielle Cooper	Tonya Bowen	Heather Larson	Kaye Hamilton (teams)	Dr G (teams)				
Dianne (teams)	Chrissy Smith		Waylon Wigington□	Jessica Pineda				

Item 4.

Mangum Regional Medical Center

Non-Voting MEMBERS		
Denise Jackson		



Chief Clinical Officer Report March 2025

Patient Care

- MRMC Education included:
 - 1. Nursing documentation updates are communicated to nursing staff weekly.
 - 2. A pediatric mock code drill was conducted successfully.
 - 3. Continued planning underway for in-depth training with staff regarding cardiac rhythm and ACLS scenarios.
- MRMC Emergency Department reports that there are 0 patients Left Without Being Seen (LWBS).
- MRMC Laboratory reports 1 contaminated blood culture set(s).
- MRMC Infection Prevention reports 0 CAUTI.
- MRMC Infection Prevention report 0 CLABSI.
- MRMC Infection Prevention reports 0 HAI and 0 MDRO for the month of March 2025.

Client Service

- Total Patient Days for March 2025 were 211. This represents an average daily census of 6.8.
- March 2025 COVID-19 statistics at MRMC: Swabs (0 PCR & 33 Antigen) with 2 Positive.
- March 2025 Influenza statistics at MRMC: 2 Flu A and 0 Flu B positive patients. March concludes the end of Flu season.

Mangum Regional Medical Center											
Monthly Census Comparison											
	Jan Feb Mar April May June July Aug Sept Oct Nov Dec										
Inpatient acute	22	13	16								
Swing Bed	20	11	9								
Observation	1	2	1								
Emergency Room	146	142	134								
Lab Completed	2343	2069	1988								
Rad Completed	178	174	170								
Ventilator Days	0	0	0								

Preserve Rural Jobs and Culture Development

- MRMC continues to recruit for 2 PM RN-House Supervisor positions.
- A CNA position is vacant, scheduled interview for the beginning of April.
- 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 2025

Operations Overview

- We are currently monitoring patients coming to the clinic and ER for possible measles due to the current outbreaks.
- The architect has completed his drawings the city has approved of the plan to go out for BID.
- Room remodeling is ongoing.
- We continue to await our award letter from ODOT for our grant.
- We continue to work with the clinic to improve patient census.
- Looking at clinic collections for March we collected a total of \$704.88 down from \$1,019.60 at time of service.
- In the Month of March, the hospital had total patient payments of \$14,121.11 up from \$11,715.32.
- We are starting to work towards moving the lab from its current location to utilizing the OR space.
- We are now leasing a van for the Strong Mind Program and look to officially start in April.

Mangum Board Meeting Financial Reports March 31, 2025

	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

	Current	Mar-25	Mthly Avg	Variance
ADC (Avorago Daily Concus)	Month 6.81	Year-to-Date 9.54	Prior Year 10.13	Variance -3.32
ADC (Average Daily Census)	0.01	3.34	10.13	-3.32
Payer Mix % (Acute):				
MCR	62.50%	66.25%	53.01%	9.49%
MCR Mgd Care	17.50%	13.75%	24.05%	-6.55%
All Others	20.00%	20.00%	22.94%	-2.94%
Total	100.00%	100.00%	100.00%	0.00%
Payer Mix % (SWB):				
MCR	91.81%	88.84%	87.67%	4.14%
MCR Mgd Care	8.19%	11.16%	11.35%	-3.17%
All Others	0.00%	0.00%	0.98%	-0.98%
Total	100.00%	100.00%	100.00%	0.00%
Operating margin	(40.726)	(149,695)	(672 492)	
Operating margin Operating Margin (monthly average)	(48,736) (48,736)	(49,898)	(673,482) (56,124)	6,225
Operating Margin (Monthly average)	(46,730)	(49,696)	(30,124)	0,223
NPR (Net Patient Revenue)	1,336,670	4,096,439	16,708,837	
NPR (monthly average)	1,336,670	1,365,480	1,392,403	(26,923)
, , , ,			<u> </u>	
Operating Expenses	1,412,400	4,329,862	17,611,634	
Operating Expense (monthly average)	1,412,400	1,443,287	1,467,636	(24,349)
NPR % of Oper Exp	94.6%	94.6%	94.9%	-
Patient Days	211	859	309	(98)
Oper Exp / PPD	\$ 6,694	\$ 5,041	\$ 4,752	\$ 288
II - f N k -			40	
# of Months	1 200 075	3	12	
Cash Receipts (rnd) Cash Receipts (monthly average)	1,289,275 1,289,275	3,578,822 1,192,941	15,058,468 1,254,872	(61,932)
Cash as a % of NPR (s/b 100% min)	96.5%	87.4%	90.1%	(01,932)
Cush us a 70 of M M (375 100 70 mm)	00.070	07.470	00.170	
Days Cash-On-Hand (Net of MCR Pay / Restrictions):				
Calendar Days	31	90	366	
Operating Exp / Day	\$ 45,561	\$ 48,110	\$ 48,119	\$ (2,558)
Cash - (unrestricted)	519,779	519,779	418,015	101,764
Days Cash-On-Hand	11.4	10.8	8.7	2.1
Days Cash-On-Hand: Minimum during month	4.8	4.8	4.6	0.1
MCR Rec (Pay) - "as stated - but to be adjusted"	1,578,326	1,578,326	1,317,110	261,216
,	· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·	
AP & Accrued Liab	17,352,402	17,352,402	16,520,455	831,947
Accounts Desciveble (et not)	1 022 200	1 022 200	1 210 270	210 021
Accounts Receivable (at net)	1,633,200	1,633,200	1,316,379	316,821
Per AP aging schedule (incl. accruals)	Mar-25	Mar-25	Prior FYE	Net Change
Account Payable - Cohesive	15,062,571	15,062,571	14,328,203	734,368
Account Payable - Other	1,397,108	1,397,108	1,299,528	97,579
Total	16,459,679	16,459,679	15,627,731	831,947
Cohesive Loan	4,807,598	4,807,598	4,900,648	(93,050)

Mangum Regional Medical Center Cash Receipts - Cash Disbursements Summary 3/31/25

	Current Month		COVID		Total Less COVID		
Cash Receipts	\$	1,289,275	\$		-	\$	1,289,275
Cash Disbursements	\$	1,250,266	\$		-	\$	1,250,266
						1	
NET	\$	2,539,541	\$		-	\$	2,539,541

			Yea	ar-To-Date Less
	Year-To-Date	COVID		COVID
\$	3,578,821 3,477,888	-	\$	3,578,821 3,477,888
\$	7,056,709	\$ -	\$	7,056,709

	Prior Month		COVID			Total Less COVID	
Cash Receipts	\$	1,184,447	\$		-	\$	1,184,447
Cash Disbursements	\$	1,231,249	\$		-	\$	1,231,249
NET	\$	2,415,696	\$		-	\$	2,415,696

Prior Month YTD		COVID		Prior Month YTD Less COVID		
\$	2,289,546	\$	-	\$	2,289,546	
\$	2,227,621	\$	-	\$	2,227,621	
\$	4,517,168	\$	_	\$	4,517,168	





Board of Directors Mangum Regional Medical Center

April 22, 2025

March 2025 Financial Statement Overview

Statistics

- The average daily census (ADC) for March 2025 was 6.81 (PY fiscal year end of 10.12).
- Year-To-Date Acute payer mix was approximately 80% MCR/MCR Managed Care combined.
- Year-To-Date Swing Bed payer mix was 89% MCR & 11% MCR Managed Care. For the prior year end those percentages were 88% & 11%, respectively.

Balance Sheet Highlights

- The cash balance as of March 31, 2025, inclusive of both operating & reserves, was
 \$520K. This increased \$38K from February 28, 2025.
- Days cash on hand, inclusive of reserves, was 11.4 based on March expenses.
- Net AR decreased by \$246K from February.
- o Payments of approximately \$1.25M were made on AP (prior 3-month avg was \$1.08M).
- o Cash receipts were \$105K more than in the previous month (\$1.29M vs \$1.18M).
- The Medicare principal balance was completely paid off in the month of August 2024.



- Income Statement Highlights
 - Net patient revenue for March 2025 was \$1.33M, which is approximately a decrease of \$2K from the prior month.
 - Operating expenses, exclusive of interest & depreciation, were \$1.41M.
 - o 340B revenue was \$23K in March, this is an increase of \$5K from the prior month.
- Clinic (RHC) Income Statement Highlights actual & projected (includes swing bed rounding):

Current month's average visits per day = 8.5
 YTD Operating revenues = \$124K
 YTD Operating expenses = \$257K
 YTD Operating loss = \$(\$133K)

MANGUM REGIONAL MEDICAL CENTER

Admissions, Discharges & Days of Care Fiscal Year 2025

				12/31/2025	12/31/2024
	January	February	March	YTD	YTD
Admissions	5 J	J			
Inpatient	22	13	16	51	194
Swingbed	20	11	9	40	145
Observation	1	2	1	4	20
	43	26	26	95	359
Discharges					
Inpatient	23	13	15	51	193
Swingbed	19	12	9	40	139
Observation	2	2	1	5	19
	44	27	25	96	351
Days of Care					
Inpatient-Medicare	54	27	25	106	335
Inpatient-Other	23	16	15	54	297
Swingbed-Medicare	258	206	157	621	2,695
Swingbed-Other	20	44	14	78	379
Observation	4	7	2	13	28
	359	300	213	872	3,734
~		• 0		262	• • • •
Calendar days	31	28	31	365	366
ADC - (incl OBS)	11.58	10.71	6.87	2.39	10.20
ADC	11.45	10.46	6.81	2.35	10.13
ER	146	142	134	422	1,902
	108	142	134	394	1,494
Outpatient RHC	108	187	188	572	
KIIC	197	10/	100	312	1,818

MANGUM REGIONAL MEDICAL CENTER

Comparative Balance Sheet - Unaudited Fiscal Year 2025

			_		YTD
	January	February	March	12/31/24	Variance
Cash And Cash Equivalents	521,074	481,402	519,779	418,015	101,764
Patient Accounts Receivable, Net	1,820,581	1,879,646	1,633,200	1,316,379	316,821
Due From Medicare	1,317,110	1,378,146	1,578,007	1,317,110	260,897
Inventory	207,642	192,025	230,062	222,062	8,001
Prepaids And Other Assets	1,641,776	1,625,020	1,627,535	1,642,491	(14,956)
Capital Assets, Net	1,488,310	1,460,407	1,430,979	1,516,213	(85,234)
Total Assets	6,996,493	7,016,647	7,019,562	6,432,269	587,293
Accounts Payable	16,097,892	16,261,884	16,459,679	15,627,731	831,947
AHSO Related AP	892,724	892,724	892,724	892,724	-
Deferred Revenue	154,761	114,589	-	0	-
Due To Medicare	(319)	(319)	(319)	(319)	-
Covid Grant Funds	-	-	-	0	-
Due To Cohesive - PPP Loans	-	-	-	0	-
Notes Payable - Cohesive	4,869,631	4,838,614	4,807,598	4,900,648	(93,050)
Notes Payable - Other	17,948	17,948	17,948	17,948	-
Alliantz Line Of Credit	-	-	-	0	-
Leases Payable	257,371	256,837	256,300	258,209	(1,910)
Total Liabilities	22,290,008	22,382,278	22,433,929	21,696,942	736,987
Net Assets	(15,293,515)	(15,365,631)	(15,414,367)	(15,264,672)	(149,695)
Total Liablities and Net Assets	6,996,493	7,016,647	7,019,562	6,432,269	587,293
	, , , -	, , , .		, , ,	

Mangum Regional Medical Center Cash Receipts & Disbursements by Month

	2023			2024			2025	
Month	Receipts	Disbursements	Month	Receipts	Disbursements	Month	Receipts	Disbursements
Jan-23	1,290,109	1,664,281	Jan-24	1,187,504	1,150,522	Jan-25	1,105,099	996,372
Feb-23	1,506,708	1,809,690	Feb-24	708,816	995,157	Feb-25	1,184,447	1,231,249
Mar-23	1,915,435	1,109,683	Mar-24	1,236,158	1,073,824	Mar-25	1,289,275	1,250,266
Apr-23	2,005,665	1,365,533	Apr-24	1,645,373	1,483,022	Apr-25		
May-23	1,436,542	2,237,818	May-24	1,273,007	1,062,762	May-25		
Jun-23	1,777,525	1,506,459	Jun-24	950,928	1,216,556	Jun-25		
Jul-23	1,140,141	1,508,702	Jul-24	1,344,607	1,562,407	Jul-25		
Aug-23	1,600,786	1,352,905	Aug-24	2,089,281	2,176,381	Aug-25		
Sep-23	1,490,569	1,295,680	Sep-24	1,183,508	1,322,228	Sep-25		
Oct-23	1,211,980	1,345,813	Oct-24	1,779,690	1,154,658	Oct-25		
Nov-23	985,475	1,355,224	Nov-24	770,820	1,370,620	Nov-25		
Dec-23	929,990	1,191,570	Dec-24	888,776	1,027,058	Dec-25		
	17,290,925	17,743,359		15,058,468			3,578,822	
Subtotal FY 2023	17,290,925		Subtotal FY 2024	15,058,468		Subtotal FY 2025	3,578,822	

Mangum Regional Medical Center Medicare Payables by Year

	Original Balance	Balance as of 03/31/25	Total Interest Paid as of 03/31/25
2045 0/0 0 11		03/31/23	
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)	(318.61)	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)	-	-
FY23 (8-month IRR) L4315598	95,225.46	_	7,038.71
FY23 (8-month IRR) L4315599	1,918,398.00	_	155,799.09
FY23 MCR pay (rec) remaining estimate	-		-
FY24 MCR pay (rec) estimate	-	(1,317,110.00)	
FY25 MCR pay (rec) estimate	-	(260,897.00)	
Total	7,009,696.31	(1,578,325.61)	1,355,350.56

Mangum Regional Medical Center Statement of Revenue and Expense For The Month and Year To Date Ended March 31, 2025 Unaudited

	MTD					YTD				
Actual	Budget	Variance	% Change		Actual	Budget	Variance	% Change		
351,806	297,703	54,103	18%	Inpatient revenue	1,128,236	571,104	557,132	98%		
722,978	1,313,202	(590,224)	-45%	Swing Bed revenue	3,163,123	2,488,922	674,202	27%		
560,462	680,554	(120,091)	-18%	Outpatient revenue	1,783,691	1,296,707	486,984	38%		
147,487	215,957	(68,470)	-32%	Professional revenue	533,220	410,970	122,250	30%		
1,782,733	2,507,416	(724,683)	-29%	Total patient revenue	6,608,270	4,767,702	1,840,568	39%		
1,762,733	2,307,410	(724,063)	-2970	Total patient revenue	0,000,270	4,707,702	1,040,300	3970		
647,920	1,250,264	(602,343)	-48%	Contractual adjustments	2,554,315	2,282,827	271,487	12%		
(199,861)	-	(199,861)	#DIV/0!	Contractual adjustments: MCR Settlement	(260,897)	=	(260,897)	#DIV/0!		
(1,996)	(102,057)	100,061	-98%	Bad debts	218,414	(204,113)	422,527	-207%		
446,064	1,148,207	(702,143)	-61%	Total deductions from revenue	2,511,831	2,078,714	433,117	21%		
1,336,670	1,359,209	(22,540)	-2%	Net patient revenue	4,096,439	2,688,988	1,407,451	52%		
4,171	1,913	2,258	118%	Other operating revenue	18,825	3,826	14,999	392%		
22,824	20,146	2,678	13%	340B REVENUES	64,904	38,558	26,346	68%		
1,363,664	1,381,267	(17,603)	-1%	Total operating revenue	4,180,167	2,731,372	1,448,796	53%		
				Ε						
420 167	204 400	24.669	00/	Expenses	1 269 256	760.067	400 200	(50/		
429,167	394,499	34,668	9%	Salaries and benefits	1,268,356	769,067	499,289	65%		
70,812	74,173	(3,361)	-5%	Professional Fees	201,912	145,772	56,140	39%		
416,774	438,559	(21,785)	-5%	Contract labor	1,249,868	873,018	376,850	43%		
127,775	127,899	(125)	0%	Purchased/Contract services	344,099	255,798	88,301	35%		
225,000	225,000	-	0%	Management expense	675,000	675,000	-	0%		
65,720	90,952	(25,232)	-28%	Supplies expense	265,825	266,296	(472)	0%		
21,026	19,250	1,776	9%	Rental expense	51,719	57,750	(6,031)	-10%		
12,834	14,275	(1,441)	-10%	Utilities	43,684	42,826	857	2%		
775	918	(144)	-16%	Travel & Meals	2,061	2,755	(694)	-25%		
12,906	11,219	1,687	15%	Repairs and Maintnenance	35,127	33,657	1,470	4%		
(12,321)	14,251	(26,572)	-186%	Insurance expense	37,926	42,753	(4,827)	-11%		
(6,293)	11,796	(18,089)	-153%	Other Expense	23,462	35,387	(11,926)	-34%		
18,656	15,453	3,202	21%	340B EXPENSES	45,107	45,030	77	0%		
1,382,831	1,438,245	(55,414)	-4%	Total expense	4,244,145	3,245,110	999,035	31%		
(19,167)	(56,978)	37,811	-66%	EBIDA	(63,978)	(513,738)	449,761	-88%		
-1.4%	-4.1%	2.72%		EBIDA as percent of net revenue	-1.5%	-18.8%	17.28%			
141		141	#DIV/0!	Interest	483		483	#DIV/0!		
29,428	26,985	2,444	9%	Depreciation	85,234	82,797	2,437	3%		
(48,736)	(83,962)	35,226	-42%	Operating margin	(149,695)	(596,535)	446,840	-75%		
(10,730)	(03,702)	33,220	1270	operating margin	(115,055)	(370,333)	110,010	7570		
-	-	-		Other	-	-	-			
		-		Total other nonoperating income		<u>-</u>				
(48,736)	(83,962)	35,226	-42%	Excess (Deficiency) of Revenue Over Expenses	(149,695)	(596,535)	446,840	-75%		
2 570/	6,000/	2.500/		Operating Margin 9/	2.500/	21 040/	10 260/			
-3.57%	-6.08%	2.50%		Operating Margin %	-3.58%	-21.84%	18.26%			

MANGUM REGIONAL MEDICAL CENTER

Statement of Revenue and Expense Trend - Unaudited Fiscal Year 2025

		January	February	March	YTD
Inpatient revenue		525,995	250,434	351,806	1,128,236
Swing Bed revenue		1,203,067	1,237,078	722,978	3,163,123
Outpatient revenue		573,540	649,689	560,462	1,783,691
Professional revenue		206,082	179,651	147,487	533,220
Total patient revenue		2,508,685	2,316,852	1,782,733	6,608,270
Contractual adjustments		977,305	929,089	647,920	2,554,315
Contractual adjustments: MCR Settlement		711,303	(61,036)	(199,861)	(260,897)
Bad debts		106,576	113,834	(1,996)	218,414
Total deductions from revenue			·		
Total deductions from revenue		1,083,881	981,887	446,064	2,511,831
Net patient revenue		1,424,804	1,334,965	1,336,670	4,096,439
Other operating revenue		15,410	(757)	4,171	18,825
340B REVENUES		23,868	18,212	22,824	64,904
Total operating revenue		1,464,083	1,352,420	1,363,664	4,180,167
		95.4%	93.7%	94.6%	94.6%
Expenses		100 100			
Salaries and benefits		439,483	399,707	429,167	1,268,356
Professional Fees		65,648	65,452	70,812	201,912
Contract labor		428,978	404,116	416,774	1,249,868
Purchased/Contract services		107,620	108,704	127,775	344,099
Management expense		225,000	225,000	225,000	675,000
Supplies expense		98,866	101,239	65,720	265,825
Rental expense		17,598	13,094	21,026	51,719
Utilities		13,436	17,413	12,834	43,684
Travel & Meals		315	971	775	2,061
Repairs and Maintnenance		11,240	10,981	12,906	35,127
Insurance expense		23,837	26,409	(12,321)	37,926
Other		18,752	11,003	(6,293)	23,462
340B EXPENSES		14,050	12,401	18,656	45,107
Total expense		1,464,823	1,396,491	1,382,831	4,244,145
EBIDA	\$	(740) \$	(44,070) \$	(19,167) \$	(63,978)
EBIDA as percent of net revenue		-0.1%	-3.3%	-1.4%	-1.5%
Interest		199	143	141	483
Interest Depreciation		27,903	27,903	29,428	483 85,234
Operating margin	•	(28,843) \$		(48,736) \$	
Operating margin	Ψ	(20,043) 1	(/2,110) \$	(40,730) \$	(149,695)
Other		-	-	-	-
Total other nonoperating income	\$	- \$	- \$	- \$	-
Excess (Deficiency) of Revenue Over Expenses	_	(28,843)	(72,116)	(48,736)	(149,695)

Mangum Family Clinic For the Month Ended and Year To Date March 31, 2025

		Current			
	Month	Year-To-Date	12-Month Projected	Last FYE	Net Change
Gross Patient Revenue	23,457	72,025	288,100	217,497	70,603
Less: Revenue deductions	31,915	52,433	209,731	118,420	91,311
Net Patient Revenue	55,372	124,458	497,830	335,917	161,913
Other Income (if any)		- 424.450	- 407.020	- 225.047	- 4.64.042
Operating revenue	55,372	124,458	497,830	335,917	161,913
Operating Expenses:					
Leased Salaries	34,691	95,659	382,636	177,825	204,811
Contract labor	-	6,000	23,999	8,191	15,808
Benefits	4,312	4,566	18,264	49,899	(31,635)
Provider Fees	3,315	13,419	53,676	41,078	12,598
Purchased/Contract services	9,127	16,462	65,847	70,882	(5,035)
Management expense	11,250	33,750	135,000	135,000	-
Supplies expense	632	1,564	6,254	11,788	(5,534)
Rental expense	2,098	7,211	28,844	23,700	5,144
Utilities	523	1,326	5,305	8,567	(3,262)
Travel & Meals	-	237	949	987	(38)
Repairs and Maintenance	195	445	1,781	1,239	542
Insurance expense	-	2,845	11,380	2,705	8,675
Other expense	294	1,106	4,422	6,469	(2,047)
CAH Overhead Allocation	24,154	72,462	289,848	250,979	38,869
Total Operating Expenses	90,591	257,052	1,028,207	789,309	238,898
Net Income (loss)	(35,219)	(132,594)	(530,376)	(453,392)	(76,984)
Gross revenues Operating expenses	22,823.64 18,655.86	64,904 45,107	259,616 180,428	191,188 149,534	68,429 30,894
Profit (loss)	4,168	19,797	79,188	41,654	37,534
Net Income (loss) with 340B	(31,051)	(112,797)	(451,188)	(411,738)	(39,450)
Stats					
Stats Onsite Visits	183	551	2,204	1,768	436
Onsite Visits	183 4	551 20	· ·	1,768 76	436 4
Onsite Visits Swing Bed Visits			80		4
Onsite Visits	4	20	80	76	4
Onsite Visits Swing Bed Visits Telehealth, CCM, Nurse Visits Total Visits	4	20 0	80	76 20	4 (20)
Onsite Visits Swing Bed Visits Telehealth, CCM, Nurse Visits Total Visits Payor Mix based on Total Visits	4	20 0 571	2284	76 20 1864	(20) 420
Onsite Visits Swing Bed Visits Telehealth, CCM, Nurse Visits Total Visits Payor Mix based on Total Visits Medicare	4	20 0 571 27%	27%	76 20 1864 28%	-1%
Onsite Visits Swing Bed Visits Telehealth, CCM, Nurse Visits Total Visits Payor Mix based on Total Visits	4	20 0 571 27% 3%	2284 27% 3%	76 20 1864 28% 4%	-1% -1%
Onsite Visits Swing Bed Visits Telehealth, CCM, Nurse Visits Total Visits Payor Mix based on Total Visits Medicare Managed Medicare	4 0	20 0 571 27% 3% 30%	27% 3% 30%	76 20 1864 28% 4% 31%	-1% -1% -1%
Onsite Visits Swing Bed Visits Telehealth, CCM, Nurse Visits Total Visits Payor Mix based on Total Visits Medicare Managed Medicare Medicaid	4 0	20 0 571 27% 3%	27% 3% 30% 41%	76 20 1864 28% 4%	-1% -1% -1% -4%
Onsite Visits Swing Bed Visits Telehealth, CCM, Nurse Visits Total Visits Payor Mix based on Total Visits Medicare Managed Medicare Medicaid Commercial/Other	4 0	20 0 571 27% 3% 30% 41%	27% 3% 30% 41% 100%	76 20 1864 28% 4% 31% 37%	-1% -1% -1% -44%
Onsite Visits Swing Bed Visits Telehealth, CCM, Nurse Visits Total Visits Payor Mix based on Total Visits Medicare Managed Medicare Medicaid Commercial/Other Total	4 0 187	20 0 571 27% 3% 30% 41% 100%	27% 3% 30% 41% 100%	28% 4% 31% 37% 100%	-1% -1%
Onsite Visits Swing Bed Visits Telehealth, CCM, Nurse Visits Total Visits Payor Mix based on Total Visits Medicare Managed Medicare Medicaid Commercial/Other Total Clinic Days	22 9	20 0 571 27% 3% 30% 41% 100%	27% 3% 30% 41% 100%	76 20 1864 28% 4% 31% 37% 100%	-1% -1% -1% -1% -0%
Onsite Visits Swing Bed Visits Telehealth, CCM, Nurse Visits Total Visits Payor Mix based on Total Visits Medicare Managed Medicare Medicaid Commercial/Other Total Clinic Days Average Visit Per Day	4 0 187 22 9 \$ 484.44	20 0 571 27% 3% 30% 41% 100%	80 2284 27% 3% 30% 41% 100% 256 9	76 20 1864 28% 4% 31% 37% 100% 256 7	-1% -1% -1% -1% -0%

VENDOR NAME	DESCRIPTION	0-30 Days	31-60 Days	61-90 Days	OVER 90 Days	3/31/2024	2/28/2025	1/31/2025	12/31/2024	11/30/2024	10/31/2024
ACCUTEK LAB	Lab Supplies	-	-	-	-	-	184.00	-	-	- [-
ADVANCED MEDICAL SALES, INC	Patient Supplies	-	-	-	-	-	-	-	-	-	-
AMERISOURCE RECEIVABLES (ARFC)	Pharmacy Supplies	-	-	-	-	-	-	11,757.72	9,043.76	1,899.84	186.04
ANESTHESIA SERVICE INC	Patient Supplies	367.00	-	-	-	367.00	-	-	192.00	-	-
ASD HEALTHCARE	Pharmacy Supplies	-	-	-	-	-	-	-	-	-	327.69
AT&T	Fax Service	-	-	-	-	-	2,897.05	3,187.12	-	-	2,147.88
AVANAN, INC.	COVID Capital	-	-	-	-	-	-	-	-	-	- -
BARRY DAVENPORT	1099 Provider	_	_	_	-	-	-	_	-	4,680.00	_
BETHANY MOORE	Expense Reimbursement	_	_	_	-	-	-	_	-	71.26	_
BIO-RAD LABORATORIES INC	Lab Supplies	_	_	-	-	-	963.30	-	-	2,858.85	_
careLearning	Training	_	_	-	-	-	3,442.50	-	-	-	_
CARNEGIE TRI-COUNTY MUN. HOSP	Pharmacy Supplies	_	_	_	-	-	-	-	-	-	1,192.26
CARSTENS	Supplies	_	_	-	-	-	-	103.21	-	-	-
CENTRAL STATES RECOVERY	Collections	_	-	-	-	-	-	-	-	-	102.50
CITY OF MANGUM	Utilities	_	-	-	_	_	-	5,035.61	-	-	-
CLIA LABORATORY PROGRAM	Lab Services	_	_	-	_	_	-	-	3,032.00	_	_
COHESIVE HEALTHCARE MGMT	Mgmt Fees	225,000.00	235,050.82	231,319.16	2,618,449.51	3,309,819.49	3,202,012.17	3,090,408.85	3,185,408.85	2,970,642.19	2,955,149.25
COHESIVE HEALTHCARE RESOURCES	Payroll	-	-	-	2,296,849.67	2,296,849.67	2,768,773.18	3,234,251.88	3,435,523.18	3,900,237.40	4,352,383.45
COHESIVE MEDIRYDE LLC	Patient Transportation Service	_	_	_	-	-	840.50	425.00	768.75	1,388.75	1,370.25
COHESIVE STAFFING SOLUTIONS	Agency Staffing Service	366,686.26	839,225.20	831,097.86	7,418,892.36	9,455,901.68	8,873,996.92	8,672,208.52	7,706,502.29	7,148,186.24	6,645,541.47
COMMERCIAL MEDICAL ELECTRONICS	Quarterly Maintenance	-	-	-	-, 110,032.30	-	-	-			1,750.00
CORRY KENDALL, ATTORNEY AT LAW	Legal Fees	2,000.00	-	_	_	2,000.00	-	2,000.00	-		
DAN'S HEATING & AIR CONDITIONI	Repairs/maintenance	595.00	-	-	-	595.00	-	2,252.33	_	_	4,880.00
DELL FINANCIAL SERVICES LLC	Server Lease	-	_	-	-	-	-		211.73	_	
DIAGNOSTIC IMAGING ASSOCIATES	Radiology Purch Svs	_	_		_	_	2,150.00	2,150.00	2,150.00	2,150.00	2,150.00
DOERNER SAUNDERS DANIEL ANDERS	Legal Fees	_	_		-	_	2,130.00	2,130.00	2,130.00	2,130.00	358,558.16
DYNAMIC ACCESS	Vascular Consultant	750.00	_		-	750.00	_	750.00	2,250.00	_	750.00
eCLINICAL WORKS, LLC	RHC EHR	-	_		-	-	2,471.50	334.24	(411.14)	_	-
ENTRUSTED TRANSPORT, LLC	Patient Transportation Service	_	_		_	_	2,471.50	-	(411.14)	_	
EOI INC	Patient Equipment	_	_		-	_	-	_	_	_	3,431.12
EQUALIZERCM REVOPS	Business Office Services	_	_		_	_	-	_	_	_	58,782.61
FEDEX	Shipping	_	_		_	_	_	97.56	89.50	_	84.77
FFF ENTERPRISES INC	Pharmacy Supplies	_	_		-	_	-	-	-	_	648.20
FIRE EXTINGUISHER SALES & SERV	Maintenance Supplies	_	_		_	_	-	_	_	_	182.50
FIRSTCARE MEDICAL SERVICES, PC	1099 Provider	_	_		_	_	-	_	_	11,910.44	-
FIRST DIGITAL COMMUNICATIONS	IT Support Services	_	_		_	_	-	_	_	-	1,634.92
FUCHS RADIO, LLC	Advertising	_	_		-	_	-	_	_	110.00	110.00
FUCHA RADIO, LLC	Advertising	110.00	_		_	110.00	-	_	110.00	-	-
GEORGE BROS TERMITE & PEST CON	Pest Control Service	575.00	_		-	575.00	-	365.00	170.00	_	365.00
GRAINGER	Maintenance Supplies	60.92	_		_	60.92	_	439.41	-	1,321.07	- 303.00
GREER COUNTY TREASURER	Insurance		_	(16,022.00)	21,037.00	5,015.00	15,533.50	15,533.50	21,037.00	1,321.07	
HAC INC	Dietary Supplies	_		(10,022.00)	21,037.00	5,015.00	15,555.50	63.00	89.96	50.71	179.77
HEWLETT-PACKARD FINANCIAL SERV	Computer Services	307.10			_	307.10	307.10	307.10	307.10	307.10	307.10
HOSPITAL EQUIPMENT RENTAL COMP	Rental Equipment	307.10	3,155.00		_	3,155.00	3,155.00	307.10	3,155.00	3,155.00	3,155.00
HSI	Materials Purch svs	-	3,133.00		_	3,133.00	3,133.00		3,133.00	3,133.00	3,000.00
INQUISEEK LLC	RHC purch svs	-	-		_	_	-	_	_	_	3,000.00
JANUS SUPPLY CO	Housekeeping Supplies, based in Altus	495.80			-	495.80	516.54	1,151.61	842.10	958.45	
JIMALL & KANISHA' LOFTIS	Rent House	493.80			-	493.80	-	1,131.01	642.10	536.43	
KCI USA	Rental Equipment	-				-		_	_		889.95
KELLEY MARTINEZ	• • • • • • • • • • • • • • • • • • • •		-	-	-		-	-	108.52	-	344.59
LAMPTON WELDING SUPPLY	Expense Reimbursement	-	-	-	-	-	-	1 660 27	108.52	-	344.59
LANDAUER	Patient Supplies	-	-	<u> </u>	-	-	-	1,660.27	1,805.10		<u>-</u>
LG PRINT CO	Radiology Purch Svs	-	-	-	-	-	-	242.25		45.00	<u> </u>
LOCKE SUPPLY	Advertising	-	-	-	-	-	-	243.25	115.00	119.62	- 857.86
MCKESSON / PSS - DALLAS	Plant Ops supplies	-	-		-	-	-	-	62.15		637.60
•	Patient Care/Lab Supplies	- 660.22	-	-	-	- 660.33	-	626.05	63.15	1,411.43	1 002 24
MCKESSON - 340 B	Pharmacy Supplies	669.23	4 470 06	-	-	669.23	- 26 576 04	626.95	12 225 24	1E 00E 71	1,093.24
MEDLINE INDUSTRIES	Patient Care/Lab Supplies	7,885.94	4,470.06	-	-	12,356.00	26,576.04	38,187.02	13,235.24	15,905.71	20,121.24
MYHEALTH ACCESS NETWORK, INC	Compliance purch svs	758.95	-	42.50	-	758.95	758.95	758.95	758.95	758.95	758.95
NATIONAL DATA BANK	IT Service	-	- 246.00	42.50	-	42.50	42.50	42.50	110.00	110.00	-
NUANCE COMMUNICATIONS INC	RHC purch svs	-	246.00	-	-	246.00	-	202.00	202.00	79.00	79.00
OFMQ	Quality purch svs	-	-	-	-	-	350.00	10 500 00	-	-	-
OKLAHOMA HOSPITAL ASSOCIATION	License	-	-	-	-	-	-	16,586.00	-		-
ORGANOGENESIS INC	Patient Care/Lab Supplies	-	-	-	-	-	-	-	-	1,615.00	-
PETE'S GLASS & UPHOLSTERY	Repairs/maintenance	-	-	-	-	1,136.47	1,171.33	-	-	4,250.00	-
PHARMA FORCE GROUP LLC	340B purch svs		1,136.47							1,173.13	

AP AGING Page 1

VENDOR NAME	DESCRIPTION	0-30 Days	31-60 Days	61-90 Days	OVER 90 Days	3/31/2024	2/28/2025	1/31/2025	12/31/2024	11/30/2024	10/31/2024
PHARMACY CONSULTANTS, INC.	PHARMACY CONSULTANTS, INC.	2,700.00	-	-	-	2,700.00	2,700.00	589.13	3,849.20	2,600.00	3,445.86
PHILADELPHIA INSURANCE COMPANY	OHA Insurance	-	-	-	-	-	-	-	-	-	7,720.50
PIPETTE COM	Lab maintenance	-	-	-	-	-	-	101.00	-	-	-
PUCKETT DISCOUNT PHARMACY	Pharmacy Supplies	495.15	-	-	-	495.15	-	-	-	-	-
RUSSELL ELECTRIC & SECURITY	Repair and Maintenance	-	-	-	-	-	-	-	-	-	-
SCHAPEN LLC	Clinic Rent	-	-	-	-	-	-	-	-	-	-
SECURITY CHECK	Security	-	-	-	-	-	-	-	-	-	70.00
SHERWIN-WILLIAMS	Supplies	-	-	-	-	-	-	-	-	-	-
SIEMENS HEALTHCARE DIAGNOSTICS	Service Contract	-	-	-	-	-	3,857.01	399.78	877.31	3,052.76	9,299.30
SMAART MEDICAL SYSTEMS INC	Radiology interface/Radiologist provider	1,735.00	-	-	-	1,735.00	4,235.00	1,735.00	-	3,470.00	1,735.00
SOMSS LLC	1099 Provider	-	-	-	-	-	-	-	-	13,200.00	-
SPACELABS HEALTHCARE LLC	Telemetry Supplies	-	-	-	-	-	-	-	-	1,240.82	-
SPARKLIGHT BUSINESS	Cable service	119.43	-	-	-	119.43	-	-	-	-	-
STANDLEY SYSTEMS LLC	Printer lease	2,505.36	-	-	-	2,505.36	-	1,645.71	-	-	-
STAPLES ADVANTAGE	Office Supplies	-	-	-	-	-	-	1,530.92	383.49	498.22	543.35
STERICYCLE / SHRED-IT	Waste Disposal Service	-	-	-	-	-	2,358.00	1,734.09	1,654.10	2,515.53	1,245.16
SUMMIT UTILITIES	Utilities	-	-	3,487.57	-	3,487.57	3,487.57	3,749.10	3,082.48	-	-
TECUMSEH OXYGEN & MEDICAL SUPP	Patient Supplies	-	-	-	-	-	630.00	2,888.00	-	2,540.00	-
TELEFLEX	Patient Supplies	-	-	-	-	-	-	510.00	-	-	-
THERMO FISHER SCIENTIFIC LLC	Lab Supplies	-	-	-	-	-	-	-	-	-	392.55
TOUCHPOINT MEDICAL, INC	Med Dispense Monitor Support	-	-	-	-	-	-	-	-	-	-
TRIOSE INC	Freight	118.95	-	-	-	118.95	215.27	69.12	-	121.20	116.70
ULINE	Patient Supplies	-	-	-	-	-	-	-	-	-	513.82
US FOODSERVICE-OKLAHOMA CITY	Food and supplies	-	-	-	(7.84)	(7.84)	(12.93)	(7.84)	(595.31)	728.22	(7.84)
CARDINAL HEALTH 110, LLC	Patient Supplies	-	-	-	-	-	-	3,198.08	10,424.49	2,253.90	3,752.42
CUSTOM MEDICAL SOLUTIONS	Equipment Rental Agreement	-	-	-	(948.00)	(948.00)	(948.00)	(948.00)	(948.00)	(948.00)	(948.00)
DIRECTV	Cable service	-	-	-	-	-	-	294.55	294.55	-	294.55
VESTIS	Housekeeping Service	9,827.62	-	-	-	9,827.62	9,799.67	3,257.13	3,257.13	13,028.52	9,771.39
CARLOS MENDOZA	Education/Training	-	-	-	-	-	-	1,100.00	-	-	-
DELL MARKETING L.P	Server Lease	-	-	-	-	-	-	225.89	-	-	-
DP MEDICAL SERVICES	Rental	-	-	-	-	-	-	1,795.00	-	-	-
FEDEX FREIGHT	Shipping	-	-	-	-	-	-	-	-	-	147.76
Grand Total		623,762.71	1,083,283.55	1,049,925.09	12,354,272.70	15,111,244.05	14,932,279.67	15,135,513.76	14,409,149.48	14,119,696.31	14,460,607.29
			Reconciling Items:		Conversion Variance	13,340.32	13,340.32	13,340.32	13,340.32	13,340.32	13,340.32
			-		AP Control	15,456,461.89	15,284,753.07	15,480,731.60	14,754,367.32	14,464,914.15	14,447,266.97
					Accrued AP	1,895,940.59	1,869,854.95	1,509,883.67	1,766,087.90	1,634,939.52	1,560,236.01
					AHSO Related AP	(892,723.76)	(892,723.76)	(892,723.76)	(892,723.76)	(892,723.76)	(892,723.76)
					TOTAL AP	16,459,678.72	16,261,884.26	16,097,891.51	15,627,731.46	15,207,129.91	15,114,779.22
						16,459,678.72	16,261,884.26	16,097,891.51	15,627,731.46	15,207,129.91	15,114,779.22
	· · · · · · · · · · · · · · · · · · ·										

AP AGING Page 2

Manuel

Item 10.

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United Savings with FREE Shipping! 5



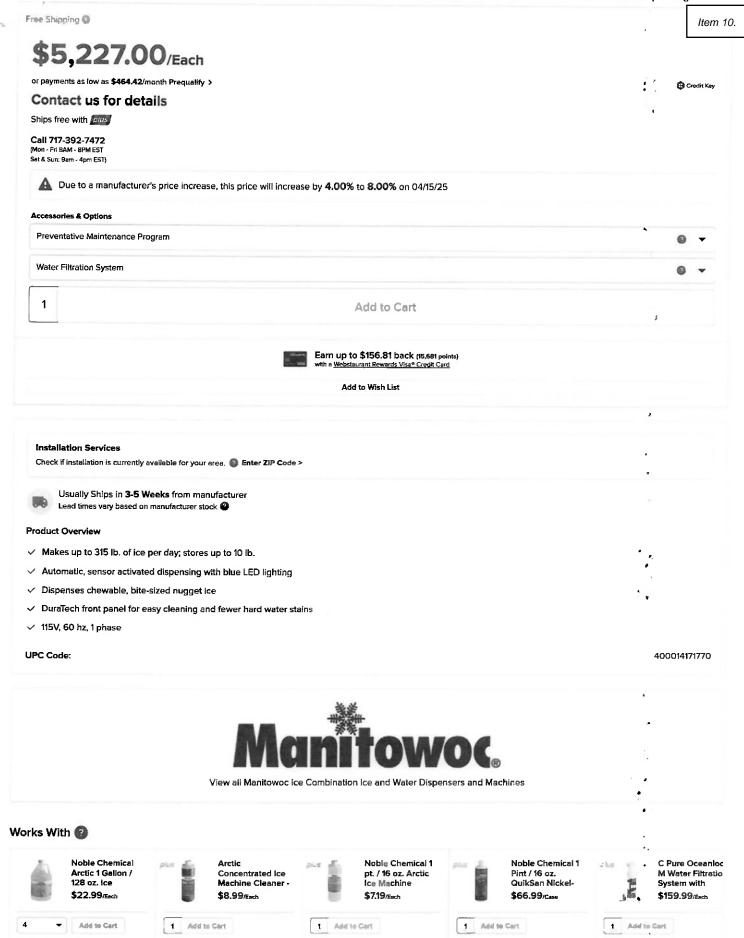
Westaurantsare 3 Residurant Equipment 3 Commercial les Equipment éna Supprise 3 les Machines 4 Commenditor les and Water Discourse end Machines 3 Machines Entrestitation 10 VA du Seciel Sountertop Nugget ice Maker - 18 ib. Bin with Sensor Bispensing - 1154

Manitewae CNF0201A-161N 16 1/4" Air Caoled Countertop Nugget Ise Maker - 19 lb. Bin with Sensor Dispensing - 115V HER # 4686NF361NAA MER # ENF0201A-161N

Leave a review | 3 answered questions

Nebstaviant
8227.00





Items You Might Like @

Manitowoc Ice CNF0201A-161N Details

The Manitowoc CNF0201A-161N countertop ice machine can produce up to 315 lb. of bite-sized, chewable nugget ice per day in a convenient, space-saving design! For easy use, this unit has a hands-free, automatic sensor dispensing system that is illuminated by a blue LED light for excellent visibility and aesthetic appeal. This unit boasts a 10 lb. storage capacity in a narrow 16 1/4" wide footprint, allowing you to keep plenty of ice ready for busy times without sacrificing valuable countertop space.

This item is easy to use which makes it great for healthcare, cafeteria, and break room applications. The nugget ice also boasts an 85% ice-to-water ratio for maximum cooling effectiveness and minimal drink dilution, plus it's softer and more chewable than other ice types. To ensure easy cleaning and a pristine appearance for years to come, this unit features a unique DuraTech front panel that helps protect the dispensing area. This hard, clear coating provides excellent scratch resistance and is easy to wipe clean. A 115V electrical connection is required for operation.

Overall Dimensions:

Left to Right: 16 1/4" Front to Back: 24"

Height: 35"

Bin Capacity: 10 lb.

This Item Ships via Common Carrier. For more information and tips to help your delivery go smoothly, click here.

Because this item is not stocked in our warehouse, processing, transit times and stock availability will vary. If you need your items by a certain date, please contact us prior to placing your order. Expedited shipping availability may vary. We cannot guarantee that this item can be cancelled off of the order or returned once it is placed.



Manitowoc Air Cooled Ice Machines

About Transcript Embed

Item 10.

Enhance the quality of your beverages with the Manitowoc air cooled ice machine. With a yield range of 310 pounds to over 2300 pounds, this ice machine is sule to keep up with drink orders in your establishment. Check out this brief video to learn more!

Manitowoc Ice CNF0201A-161N Specs		
Quantity	1/Each	
Shipping Weight	184 lb.	
Width	16 1/4 Inches	
Depth	24 Inches	
Height	35 Inches	
Voltage	115 Volts	
24 Hour ice Yield	315 Pounds	
Bin Storage Capacity	10 lb.	
Condenser Type	Air Cooled	
Dispenser Style	Sensor	,
Features	NSF Listed	
ice Type	Nugget	
Installation Type	Countertop	2
Plug Type	NEMA 5-15P	
Туре	Ice Machines / Dispensers	
Water Inlet Size	3/8 Inches	*

⚠ Attention CA Residents: Prop 65 Warning >



NSF Listed

This item has been certified by NSF international to meet applicable product standards on public safety, health, and / or the environment,



UL Listed, US & Canada

This product has been certified by the Underwriters Laboratories (UL) to meet applicable safety standards required for use in the United States and Canada.



CE Listed

This product complies with the standards imposed by Conformance European (CE)



5-15P

This unit comes with a NEMA 5-15P plug.



3/8" Water Connection

This unit comes with a 3/8" water connection for water supply

Questions & Answers

Looking For Specific Info?

Get quick answers to product questions with our Al-powered search.

Ask about this product

Ask

Frequently Asked Questions From Customers

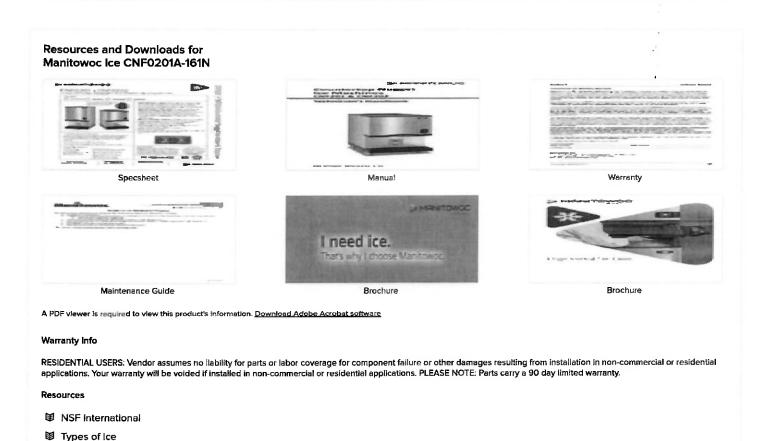
Item 10. Does adding optional accessories impact the lead time on this product? Yes. If optional accessories are added to this product, this product may require additional lead time. How do I ensure my new Manitowoc product's warranty is activated? My ice machine has been shut down for awhile, how should I restart it? Why should I buy a water filter along with this product? Will this ice machine meet my business's ice demand?



Need Parts & Accessories?

Show replacement parts and accessor as for Manitowac Ice CNF0201A-161N today

Find Parts for this Item



Related Items

Types of Ice Machines



Combination Ice and Water Dispensers and



Ice Dispensers



Undercounter ice Machines



Water Dispenser and Ice Chest Parts and



Hotel Ice Machines



Air Cooled Ice Machines



Ice Machine

50

Machines 99 Products

50 Products

100 Products

Accessories 312 Products

36 Products

270 Products

Item 10.

Leave a review of this product!

If you've used this product, leave a review to tell us and other customers what you thought about it. Receive up to \$16 in promotional credits for submitting one of the first text, photo, or video reviews for this item.



Write a text review Earn \$2.00



Post a product photo Earn \$4.00



Post a product video Earn \$10.00

Login or Register

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1 quart plastic containers

16 inch frying pan

40 lb fryer

countertop ice machines

nugget ice machine

propane gas countertop food warmer

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Item 10.

□ Chat Online

□ Shipping & Delivery

Terms of Sale

Privacy Policy

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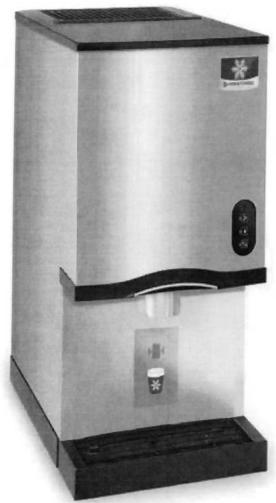
Accessibility Policy

Do Not Sell or Share My Personal Information

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Veriation ID:

Item 10.



Global 5299.00

PRICE

\$5,299.00

Read return policy

Easy online or call-in returns.

Item 10.

Model #:

MPN #:

WB243105

CNF0201A

Manitowoc CNF0201A Ice Maker & Water Dispenser, Countertop, Nugget style, **Touchless Dispensing**

Questions & Answers

(1) L

Shop All Ice & Water Machines

Product Description

The Manitowoc CNF0201A countertop unit will produce up to 315 lbs.of bitesized ice per day at 70° air/50°F water or 222 lbs. per day at 90° air/70°F water it features easy touchless

See More Details

User Documentation

Product Description

The Manitowoc CNF0201A countertop unit will produce up to 315 lbs.of bite-sized ice per day at 70° air/50°F water or 222 lbs. per day at 90° air/70°F water. It features easy touchless dispensing, The machine has a 10 lb. ice bin storage capacity & new DuraTech™ front panel for easy cleaning and reduced hard water staining. In low light rooms a blue LED light provides dispensing visibility. The unit is 16-1/4"W x 24"D x 35"H. R404A refrigerant. Ice machines are factory pre-wired with a 6' (180 cm) power cord and NEMA 5-15P-plug configuration. NSF & cULus listed.

The machine must be used with Arctic Pure® Primary Water Filter Assembly, Global part number B3077591

Leg Kit Sold Separately.

Specifications (1)

Item 10.

Specification Sheet



Specifications

Weights & Dimensions

Width	16-1/4 in
Depth	24 in
Height	35 in

Weight	184 lbs :
Cord Length	6 ft
Pounds of Ice per 24 Hours	315 lbs

Product Details

Storage Capacity	10 lbs
Horsepower	1/3 HP
Color	Silver
ice Cube Type	Nugget

Material	Stainless Steel
Manufacturers Part Number	CNFO201A
Kilowatts per 100 lbs	8.69 kW
Brand	Manitowoc

Warranty

Warranty	2 yr

Customer Also Viewed

Customer Also Purchased

Related Products

Artesian Water Dispenser, Cook N' Cold, Stainless -... Hoshizaki Cubelet Ice & Water Dispenser, Produces Up To 257... Hoshiza Item 10.
Water Di Countertop, Air

Related Items

ice maker water dispenser

countertop ice water dispenser

ice-o-matic storage

ice water dispenser

water dispenser

Related Categories

nexel replacement sensors

10 gallon insulated beverage coolers



Product Categories / Furnishings, Appliances & Hospitality / Appliances / Ice Machines & Accessories /

Combination Ice Maker & Dispensers / Ice and Water Dispenser: Air Cooled...



Ice and Water Dispenser: Air Cooled, Nugget Cube Type. 315 lb Ice Production per Day

Item 458K22

Mfr. Model CNF0201A-161



Product Details

Overall Depth 24 in

Overall Height 35 in

Overall Width 16-1/4 in

Storage Capacity 10 lb

Voltage 120V AC

Cord Length 6 ft

Current 10.3 A

Drain Type 3/4 in

Frequency 60 Hz

Color Silver

Catalog Page 1411

Brand MANITOWOC Cube Type Nugget Condenser Cooling Air Control Type Infrared Sensor Ice Machine Style Countertop Ice Production per Day 315 lb

Your Price	e 🕖 🔒
\$6,909.1	5 / each
	equires special shipping, charges may apply.
C Qty	Control Manager Control
1 1	Add to Cart

Add Extended Protection Plan for \$1,562.50 / each. Details

Setup Auto Reorder



Ships from supplier. Expected to arrive on or before Mon. Apr 21.

Ship to 60523 | Change

Shipping Weight 185 lbs Ship Availability Terms

Add to List

Compliance & Restrictions

This product has been certified by a third party to be compliant with the "Safe Drinking Water Act" requirements for low lead in potable (human consumption - drinking and cooking) and non-potable water applications (non-human consumption).



This item is restricted in certain countries. View all countries.

Documents





Item 10.

Maximum Water Pressure 80 psi

Minimum Water Pressure 20 psi

Plug Type 5-15P

Power Source Electric

Refrigerant Type R-404a

Standards AQ; CE Certified; cULus; ETL

Water Inlet Connection Size 3/8 in

Water Inlet Connection Type FPT

Water Supply Connection Type 3/8 in FPT

Weight 260 lb

Manufacturer Part Number CNF0201A-161

Sub-brand Manitowoc

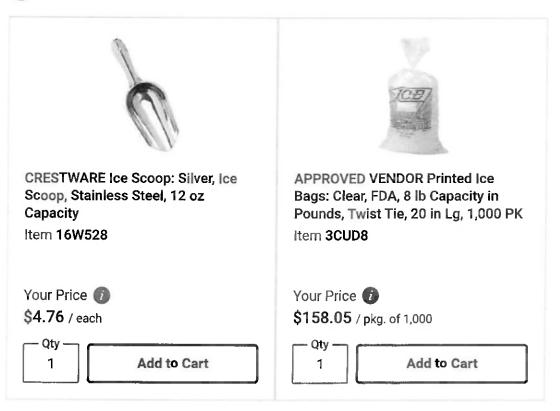
UNSPSC 24131901

Country of Origin Mexico (subject to change)

Product Description

These countertop ice makers produce and dispense ice and water.

Compatible Products



; ;



APPROVED VENDOR Printed Ice Bags: Clear, FDA, 10 lb Capacity in Pounds, Twist Tie, 1,000 PK Item 5DTW4

Your Price **1** \$196.78 / pkg. of 1,000

— Qty 1

Add to Cart



SAN JAMAR Ice Scoop and Holder: Blue, Polycarbonate, Dishwasher Safe, 12 to 16 oz, NSF Certified Item 6CAL4

Your Price
\$71.73 / each

– Qty 1

Add to Cart

Replacement Parts



MANITOWOC Fan Blade: 2416173

Item 19XL42

N



— Qty 1

Add to Cart



MANITOWOC Drain Tray: 4013423

Item 19XL44

Your Price (7) \$50.59 / each

— Qty

Add to Cart



MANITOWOC Thumbscrew,8-32 X .44

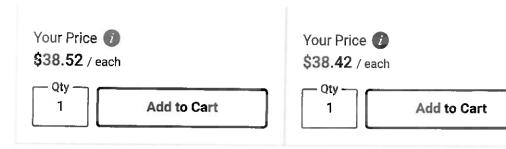
Lg Ss: 5305123 Item 28ZJ45



MANITOWOC Receptacle: 5650853

Item 28ZJ49

Item 10.



Hospital Vendor Contract Summary Sheet

- 1. ⊠ Existing Vendor □ New Vendor
- 2. Name of Contract: Philadelphia Indemnity Insurance Company
- 3. Contract Parties: MRMC/Philadelphia Insurance Company
- 4. Contract Type Services: Service Agreement
- 5. Impacted Hospital Departments: Hospital Building
- **6. Contract Summary:** Under this agreement Philadelphia Indemnity Insurance Company will provide coverage for the property of the hospital and for the annex. This will provide blanket coverage for all the locations of Mangum Regional Medical center.
- 7. Cost: \$38,527
- 8. Prior Cost: \$30,822
- 9. Term: 1-year
- 10. Termination Clause: None
- **11. Other:** The increase in premium is due to a 25% industry wide increase and due to material price increases.

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- Phone 877.438.7459, option 1
- Mail P.O. Box 70251, Philadelphia, PA 19176-0251



ON DEMAND CUSTOMER SERVICE ACCESS

- Live Chat PHLY.com
- Phone 877.438.7459
- Email service@phly.com
- Hours: Monday Friday 8:30 a.m. 8:00 p.m. ET



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- SmarterNow Online Learning Management System
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Risk Management Services

PHLYRMS RESOURCES

Welcome to Philadelphia Insurance Companies (PHLY)! As a PHLY customer, your organization now has access to tools and services that can assist in your risk management efforts. Our Risk Management Services (RMS) Consultants can provide in-person assistance, from leading employee safety meetings to providing valuable guidance regarding safety best practices.

PHLY also provides various risk management tools and resources at little or no additional cost to your organization.

To access these resources, please take a moment to <u>register on our website</u>. If you already have an account on PHLY.com, please <u>log in</u> to access Risk Management Services resources.

Risk Management Resources

We encourage you to explore the following risk management resources:

PHLYTRAC

PHLYTrac: PHLY's telematics tool providing an online dashboard that tracks location, speeding, hard breaking, and other fleet statistics - PROVIDED AT NO COST TO ELIGIBLE PHLY CUSTOMERS!

PHLYTRAC



IntelliCorp: Provides a discounted background check package as well as discounted pricing for add-on services, such as Motor Vehicle Reports (MVRs).

<u>IntelliCorp</u>

PHLYSENSE

The **PHLY**Sense System is a property monitoring tool that uses a sensor to provide immediate alerts to hazardous property conditions, such as low temperature or the presence of moisture. Provided at no cost to our customers with property coverage.

PHLYSENSE



SmarterNow: PHLY's no-cost Learning Management System that provides online training, assignment, and reporting capabilities. Trainings include defensive driver, discrimination in the workplace, security awareness, and many more.

SMARTERNOW!

PHLYGATEWAY

The **PHLYGateway** is an online portal that provides a suite of management and professional risk resources including an online training platform, model policies, and a Best Practices Help Line.

PHLYGATEWAY



Abuse Prevention Training: Access to an online training platform and tailored programming support to improve the safety of organizations that serve vulnerable populations, including children and vulnerable adults.

Protecting Vulnerable Populations

CONTACT

For questions about your organization's risk management needs and information on PHLY's Risk Management Services please contact **PHLY**RMS:

Phone: 1.833.PHLYRMS (Mon-Fri 8:30 a.m. - 5:00 p.m. ET)

E-mail: phlyrms@phly.com



833.PHLYRMS | PHLY.com/RMS

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One Bala Plaza, Suite 100 Bala Cynwyd, Pennsylvania 19004 610.617.7900 Fax 610.617.7940 PHLY.com

Item 11.

PROPOSAL FOR INSURANCE

Quotation Number: 18124889 Proposal Date: 04/07/2025

Named Insured and Mailing Address:

Mangum City Hospital Authority dba Mangum Regional Medical Center

PO Box 280

Mangum, OK 73554-0280

Producer: 2852

INSURICA Insurance Services, LLC 5100 N Classen Blvd Ste 300 Oklahoma City, OK 73118

Contact: Mike Ross

Phone: (405)523-2100 **Fax:** (405)556-2332

Insurer: Philadelphia Indemnity Insurance Company

Policy Period From: 05/01/2025 To: 05/01/2026

Proposal Valid Until: 05/01/2025 at 12:01 A.M. Standard Time at your mailing address shown above.

Product: Medical Facilities/Hospitals **Submission Type:** Renewal Business

PHLY Representative: Collet, Justin V.

PHLY Representative Phone: (913) 333-5020 **Email:** Justin.Collet@phly.com

Underwriter: Barnaba, Demetri P.

Underwriter Phone: (610) 538-2685 Email: Demetri.Barnaba@phly.com

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO EXTEND INSURANCE AS STATED IN THIS PROPOSAL.

THIS PROPOSAL CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS

INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT. **PREMIUM**

UltimateCover Coverage Part \$ 38,527.00

The Total Premium includes Federal Terrorism Risk Insurance Act Premium in the amount of:

38,527.00 TOTAL 994.00

_25% Down and 9 Consecutive Monthly Installments _25% Down and 5 Consecutive Monthly Installments **Bill Plan Options:***

25% Down and 3 Consecutive Monthly Installments _50% Down and 2 Consecutive Monthly Installments

30% Down and 3 Quarterly Installments

*Bill plan options are only available for Direct Bill customers. All others require Fixed Annual billing

The premium shown is subject to the following terms and conditions:

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Proposal Date: 04/07/2025 Quotation Number: 18124889

Item 11.

Named Insured: Mangum City Hospital Authority

The premium shown is subject to the following terms and conditions:

- * Any taxes, fees or surcharges included in the total premium shown on the proposal are not subject to installment billing.
- * A maximum per installment fee of \$5.00 may be included (some states may vary).





One Bala Plaza, Suite 100 Bala Cynwyd, Pennsylvania 19004 610.617.7900 Fax 610.617.7940 PHLY.com

> Proposal Date: 04/07/2025 Quotation Number: 18124889

Named Insured: Mangum City Hospital Authority

The producer placing this policy may receive commission and additional underwriting profit share incentives. These incentives are based on the underwriting performance of this producer's book of business. Any questions about the nature of this compensation should be directed to the producer.

In order to complete the underwriting process, we require that you send us the additional information requested in the "conditions" section of this proposal. We are not required to bind coverage prior to our receipt, review and underwriting approval, of said additional information. However, if we do bind coverage, it shall be for a temporary period of not more than 30 days. Such temporary binding of coverage shall be void ab initio ("from the beginning") if we have not received, reviewed and approved in writing such materials within 15 days from the effective date of the temporary binder. This 30 day temporary conditional binder may be extended only in writing signed by the Insurer. Payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above.

This quotation is strictly conditioned upon no material change in the risk occurring between the date of this proposal and the inception date of the proposed policy (including any claim or notice of circumstances that which may reasonably expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change in risk, the Insurer may in its sole discretion, whether or not this quotation has been already accepted by the Insured, modify and/or withdraw this quotation.

Subject to the terms and conditions outlined above and prior to the quote expiration date, this quote may be bound by signing and dating below and by initialing, on the previous page, the option to be bound. This form will then act as the binder of coverage for 30 days from the date signed and may be distinguished by the Quotation number on page 1. This binder is only valid for 30 days.

No coverage is afforded or implied unless shown in this proposal.

This proposal does not constitute a binder of insurance.

This proposal is strictly limited to the terms and conditions herein. Any other coverage extensions, deletions or changes requested in the submission are hereby rejected.

Signature of Authorized Insurance Representative	Date

Policy Number: 18124889 Named Insured: Mangum City Hospital Authority



A Member of the Tokio Marine Group

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Terrorism Premium (Certified Acts) \$	994.00	

DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE REJECTION OPTION

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT'S FEDERAL SHARE OF TERRORISM LOSSES IS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Your attached proposal (or policy) includes a charge for terrorism. We will issue (or have issued) your policy with terrorism coverage unless you decline by placing an "X" in the box below.

NOTE 1: If "included" is shown on your proposal (or policy) for terrorism you WILL NOT have the option to reject the coverage.

NOTE 2: You will want to check with entities that have an interest in your organization as they may require that you maintain terrorism coverage (e.g. mortgagees).

EXCEPTION: If you have property coverage on your policy, the following Standard Fire Policy states do not permit an Insured to reject fire ensuing from terrorism: CA, CT, GA, HI, IA, IL, MA, ME, MO, NJ, NY, NC, OR, RI, VA, WA, WV, WI. Therefore, if you are domiciled in the above states and reject terrorism coverage, you will still be charged for fire ensuing from terrorism as separately designated on your proposal.

Page 1 of 2

68

Item 11.

I decline to purchase terrorism coverage. I understand that I will have no
coverage for losses arising from "certified" acts of terrorism, EXCEPT as
noted above.

You, as the Insured, have 30 days after receipt of this notice to consider the selection/rejection of "terrorism" coverage. After this 30 day period, any request for selection or rejection of terrorism coverage WILL NOT be honored.

REQUIRED IN GA – LIMITATION ON PAYMENT OF TERRORISM LOSSES (applies to policies which cover terrorism losses insured under the federal program, including those which only cover fire losses)

The provisions of the Terrorism Risk Insurance Act, as amended, can limit our maximum liability for payment of losses from certified acts of terrorism. That determination will be based on a formula set forth in the law involving the national total of federally insured terrorism losses in an annual period and individual insurer participation in payment of such losses. If one or more certified acts of terrorism in an annual period causes the maximum liability for payment of losses from certified acts of terrorism to be reached, and we have satisfied our required level of payments under the law, then we will not pay for the portion of such losses above that maximum. However, that is subject to possible change at that time, as Congress may, under the Act, determine that payments above the cap will be made.

INSURED'S SIGNATURE		
DATE		

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Proposal Date: 04/07/2025 **Quotation Number:** 18124889

Named Insured: Mangum City Hospital Authority

LOCATION SCHEDULE

Loc	Bldg						
#	#	Address #1		Address #2	City	St	Zip
0001	0001	1 Wickersham	St		Mangum	ı OK	73554-9117
0001	0002	1 Wickersham	St		Mangum	ı OK	73554-9117
0002	0001	118 S Louis T	ittle Ave		Mangum	ı OK	73554-4441
0003	0001	2 Wickersham	St		Mangum	ı OK	73554-9117





Named Insured: Mangum City Hospital Authority

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Proposal Date: 04/07/2025 Quotation Number: 18124889

FORM SCHEDULE

Form	Edition	Description
BJP-190-1	0221	Commercial Lines Policy Jacket
OK Fracking Notice	1215	OK Notice: Earthquakes From Oil And Gas Activities
PI-FEES-NOTICE 1	1119	Notice Late/Non-Sufficient Funds/Reinstatement Fee
PP2020	0220	Privacy Notice For Commercial Lines
CPD-PIIC-CW	0221	Common Policy Declarations
PI-LOC-SCH	0820	Location Schedule
PI-NI-SCH	0820	Named Insured Schedule
PI-BELL-1	1109	Bell Endorsement
PI-CME-1	1009	Crisis Management Enhancement Endorsement
IL0017	1198	Common Policy Conditions
IL0174	0702	Oklahoma Changes - Appraisal
IL0179	1002	Oklahoma Notice
IL0236	0907	Oklahoma Changes - Cancellation and Nonrenewal
PI-ACL-001 OK	1218	Absolute Cyber Liability And Electronic Exclusion
PI-TER-DN1	0121	Disclosure Notice Of Terrorism Ins Coverage Rejection
CP P 003	0706	Excl of Loss Due to Virus or Bacteria Advisory Notice
PI-ULTD-002	1198	Property Coverage Part Declarations
PI-ULTD-005	0513	Additional Coverage Summary Declarations
CP0090	0788	Commercial Property Conditions
CP0140	0706	Exclusion of Loss Due to Virus or Bacteria
PI-SP-M-B	1005	Exclusion of Certain Earthquake Coverage
PI-SP-M-C	1005	Exclusion of Certain Flood Coverage
PI-ULT-007	1198	Property Coverage Form
PI-ULT-008	1198	Causes of Loss Form
PI-ULT-009	1198	Crime Coverage Form
PI-ULT-010	1198	Business Income with Extra Expense Coverage Form
ULT10COV	1198	Business Income with Extra Expense Coinsurance Sched
ULT10OPT	1198	Business Income with Extra Expense Optional Cov Sched
PI-ULT-019	0906	Earthquake Endorsement
PI-ULT-021	1198	Flood Endorsement
PI-ULT-021A	0110	Flood Endorsement Location Schedule
PI-ULT-023	0701	Boiler and Machinery Endorsement
PI-ULT-056	0599	Oklahoma Changes - Replacement Cost Endorsement
PI-ULT-072	0321	Limitations On Fungus, Wet Rot, Dry Rot And Bacteria
PI-ULT-83	0401	Loss of Income due to Workplace Violence
PI-ULT-085	0516	Cap On Losses From Certified Acts Of Terrorism
PI-ULT-088	0419	Changes - Electronic Data
PI-ULT-089	0605	Multiple Deductible Form
PI-ULT-104	0908	Elite Property Enhancement: Nursing Homes/Medical Fac





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FORM SCHEDULE

Form	Edition	Description
PI-ULT-142	0814	Collapse - Exclusion And Additional Coverage Re-Stated
PI-ULT-145	0615	Actual Cash Value
PI-ULT-148	1016	Boiler And Machinery - Separate Deductible Endorsement
PI-ULT-197	1018	Windstorm Or Hail Percentage Ded With Minimum Occ Ded
PI-ULT-238	0119	Continuous Or Repeated Water Damage Exclusion
PI-ULT-257	0322	Flood Redefined
PI-ULT-260	0724	Mismatch Exclusion
PI-ULT-261	0724	Existing Damage Exclusion



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Named Insured: Mangum City Hospital Authority

Proposal Date: 04/07/2025

Quotation Number: 18124889

ULTIMATECOVER	Total:	\$ 38,527.00
LOCATION COVERAGES Loc/Bldg Coverage	Limit	Premium
1-1 BUSINESS PERSONAL PROPERTY Deductible: 10000, Coinsurance: 90%, Wind/Hail Ded: 5% W/H, Agreed Value: NO	\$ 5,000,000	\$ 13,194.00
1-1 BUS INCOME Deductible (hours): 72, Coinsurance: 90%, Agreed Value: , Agreed Value Limit: NONE, Extra Expense: YES, Extended Period: NONE, Monthly Limitation: NONE, Ordinary Payroll: FULL	\$ 7,818,272	\$ 14,770.00
1-1 TERRORISM		\$ 839.00
1-2 BUILDING Deductible: 10000, Coinsurance: 90%, Wind/Hail Ded: 5% W/H, Agreed Value: NO	\$ 66,976	\$ 177.00
1-2 BUSINESS PERSONAL PROPERTY Deductible: 10000, Coinsurance: 90%, Wind/Hail Ded: 5% W/H, Agreed Value: NO	\$ 550,000	\$ 1,451.00
1-2 BUS INCOME Deductible (hours): 72, Coinsurance: 90%, Agreed Value: , Agreed Value Limit: NONE, Extra Expense: YES, Extended Period: NONE, Monthly Limitation: NONE, Ordinary Payroll: FULL	\$ 402,797	\$ 761.00
1-2 TERRORISM		\$ 72.00
2-1 BUSINESS PERSONAL PROPERTY Deductible: 10000, Coinsurance: 90%, Wind/Hail Ded: 5% W/H, Agreed Value: NO	\$ 75,000	\$ 198.00
2-1 BUS INCOME Deductible (hours): 72, Coinsurance: 90%, Agreed Value: , Agreed Value Limit: NONE, Extra Expense: YES, Extended Period: NONE, Monthly Limitation: NONE, Ordinary Payroll: FULL	\$ 950,702	\$ 1,796.00
2-1 TERRORISM		\$ 60.00
3-1 BUSINESS PERSONAL PROPERTY Deductible: 10000, Coinsurance: 90%, Wind/Hail Ded: 5% W/H, Agreed Value: NO	\$ 79,090	\$ 209.00
3-1 BUS INCOME Deductible (hours): 72, Coinsurance: 100%, Agreed Value: , Agreed Value Limit: NONE, Extra Expense: YES, Extended Period: NONE, Monthly Limitation: NONE, Ordinary Payroll: FULL	\$ 333,840	\$ 571.00
3-1 TERRORISM		\$ 23.00





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Proposal Date: 04/07/2025 **Quotation Number:** 18124889

Named Insured: Mangum City Hospital Authority

ULTIMATECOVER

LOCATION COVERAGES
Loc/Bldg Coverage

Limit

Premium

PROP ELITE - NURSE HOMES/MED FAC/HOSP

W/H % DED WITH MINIMUM OCCURRENCE DED Deductible: 5%, Minimum Occurrence Ded: 100000





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Proposal Date: 04/07/2025 **Quotation Number:** 18124889

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ULTIMATECOVER

Coverage FLOOD ANY ONE PREMISES LIMIT ALL PREMISES IN ANY SINGLE POLICY YEAR LIMIT DEDUCTIBLE Coverage Applies at Locations: 1-1, 1-2, 2-1, 3-1	1,000,000 1,000,000 50,000	\$ Premium 2,140.00
EARTHQUAKE ANY ONE COVERED PREMISES LIMIT ALL COVERED PREMISES IN ANY SINGLE POLICY YEAR LIMIT DOLLAR DEDUCTIBLE (See Deductible Exceptions Schedule, If applicable) Coverage Applies at Locations: 1-1, 1-2, 2-1, 3-1	2,000,000 2,000,000 50,000	\$ 917.00
BOILER MACHINERY/EQUIPMENT BREAKDOWN (SEE FORM)		\$ 1,349.00



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Named Insured: Mangum City Hospital Authority

Proposal Date: 04/07/2025

Quotation Number: 18124889

ULTIMATECOVER

CRIME

For the Additional Coverages and Coverage Extensions shown below, if a Superceding Limit of Insurance is shown, that Superceding Limit is the applicable Limit of Insurance

Coverage	Lim	nit of Ins	De	ductible	Superceding Limit	Superceding Deductible	Premium
Money & Securities (inside)	<u></u>	5,000		500			
` ,	Ą	5,000	Ą	300			
Money & Securities (outside)	\$	5,000	\$	500			
Money Order/Counterfeit Currency	\$	5,000	\$	500			
Kidnap, Ransom, Extortion	\$	25,000		None			
Forgery or Alteration							
Computer Fraud							
Employee Dishonesty							

ADDITIONAL POLICY COVERAGES - subject to the Limit of Insurance shown below:

Coverage	Limit of Insurance
Brands and Labels	Included in Policy Limits
Claims Expense	\$ 10,000
Contract Penalty Clause	\$ 25,000
Computer Property	Included in Personal Property Limits
Excavation & Landscaping	\$ 25,000
Fine Arts	\$ 25,000
Fines for False Alarms	\$ 5,000
Fire Department Service Charge	\$ 50,000
Fire, Sprinkler or Burglar Alarm Upgrade	\$ 50,000
Fish in Aquariums	\$ 1,000
Glass	Included in Policy Limits
Guard Dogs	\$ 1,000
Lost Key Replacement	\$ 2,500
Newly Acquired Property	\$ 1,000,000 Blanket Limit Real & Personal
New Construction	\$ 500,000
Ordinance or Law – Undamaged Portion	Included in Building Limit
Ordinance or Law – Demolition	\$ 250,000
Ordinance or Law – Incr. Cost or Construction	\$ 250,000
Personal Effects – Portable Electronic Equip away from premises	\$ 1,000
Personal Effects – Premises	\$ 25,000
Personal Effects – Spouses	\$ 500
Personal Effects – Worldwide	\$ 1,000
Pollutant Cleanup & Removal	\$ 25,000
Precious Metals	\$ 2,500
Signs	Included in Personal Property Limits
Theft Damage to Building	Included in Personal Property Limits
Utility Service – Direct Damage	\$ 10,000
Voluntary Parting	\$ 10,000

For the Additional Coverages and Coverage Extensions shown below, if a Superceding Limit of Insurance is shown, that Superceding Limit is the applicable Limit of Insurance

Coverage	Lit	mit of Insurance	Superceding Limit	Premium
Accounts Receivable	\$	250,000		
Arson Reward	\$	25,000		
Computer Virus	\$	2,500		
Consequential Damage	\$	25,000		
Debris Removal	\$	250,000		
Pers Prop at Unspecified Premises	\$	100,000		
Pers Prop in Transit	\$	50,000		
Valuable Papers	\$	250,000		

ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this summary, nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Building Limit of Insurance - Increased Limit

Your building limit(s) is being increased by a factor of 1.04 (4%) to reflect anticipated inflationary costs in building construction. If you disagree with the new building limit of insurance as shown on the Declarations, you can report to us an updated building limit or complete an updated cost estimator that indicates a different limit.

ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of changes in your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

The major areas within the policy that broaden or reduce coverage, and other changes, are highlighted below. This notice does not reference every editorial change made in your policy.

The material in this notice makes reference to endorsement numbers; however, not all forms are included in a particular policy. You should review your Declarations to see which form(s) apply to your policy.

Your policy is being renewed with the following endorsements:

PI-ULT-260 (07/24) – MISMATCH EXCLUSION
PI-ULT-260 OH (07/24) – MISMATCH EXCLUSION – OHIO
PI-ULT-261 (07/24) – EXISTING DAMAGE EXCLUSION
PI-ULT-261 GA (08/24) – EXISTING DAMAGE EXCLUSION – GEORGIA
PI-ULT-261 TX (08/24) – PRE-EXISTING DAMAGE EXCLUSION – TEXAS

roof or siding material used to repair or replace damaged roof or siding material.

The Mismatch Exclusion adds an exclusion for mismatch of color or materials between undamaged roof or siding material and new

The Existing Damage Exclusion or Pre-Existing Damage Exclusion adds an exclusion for damages occurring prior to the inception date of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BOILER AND MACHINERY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Property Coverage Form
Causes of Loss Form
Business Income and Extra Expense Coverage Form
Business Income Coverage Form
Extra Expenses Coverage Form

SCHEDULE

Coverage Description	Limit	Limit of Insurance		
Property Damage	\$	5,689,400		
Property Damage and Business Income/Extra Expense	\$			
Business Income and Extra Expense	\$	9,171,771		
Business Income	\$			
Extra Expense	\$			

Sublimits of Insurance applicable to each covered location. These sublimits are part of and not in addition to the Limits of Insurance shown above.

Coverage	Sublimit of Insurance	
Ammonia Contamination	\$	100,000
Water Damage	\$	100,000
Hazardous Substances	\$	100,000
Spoilage	\$	100,000
Expediting Expense	\$	250,000
Newly Acquired Location Coverage	\$	1,000,000
Off Premises Service Interruption		
Business Income	\$	
Business Income and Extra Expense	\$	9,171,771
Extra Expense	\$	
Spoilage	\$	25,000
Ordinance or Law	\$	300,000

Deductibles

Coverage	Deductible	
Property Damage Business Income and Extra Expense Business Income Extra Expense Spoilage Off Premises Service Interruption Ammonia Contamination Other (DIAGNOSTIC EQUIP)	\$ COME 7 COME	5,000 2 hours hours N/A BINED W/PD 2 hours BINED W/PD CPD DED
Premium	\$	1,349

A. Coverage

For the purposes of this endorsement, the following exclusions and limitations, or parts thereof, are deleted as respects to the Boilers, Pressure Vessels and Machinery and Equipment at the described premises:

Exclusion B.2.a. Artificially generated electric current, including electric arcing, that disturbs electrical devices, wiring or wires.

Exclusion B.2.d.(2) The word latent is deleted.

Exclusion B.2.d.(6) Mechanical breakdown, including rupture or bursting caused by centrifugal

force.

Exclusion B.2.e. Explosion of steam boilers, steam pipes, steam engines, steam turbines owned

or leased by your, or operated under your control.

Limitation C.1.a. Steam boilers, steam pipes, steam engines or steam turbines caused by or

resulting from a condition or event inside such equipment.

Limitation C.1.b. Hot water boilers or other water heating equipment caused by or resulting from

any condition or event inside such boilers or equipment.

B. Exclusions

As respects the Boiler and Machinery coverage provided by this endorsement, coverage shall not include "loss" caused by or resulting from:

- 1. Damage while any boiler, fired or unfired vessel or electrical steam generator is undergoing a hydrostatic or gas pressure test;
- 2. Damage while any type of electrical or electronic equipment is undergoing an insulation breakdown test:
- 3. Damage to or destruction of media, however caused, and regardless of the function of that media;
- 4/ Depletion, deterioration, corrosion, erosion or wear or tear, and other gradually developing conditions. But if "loss" or damage otherwise covered by this endorsement ensues, we will pay for such ensuing "loss";

C. Limits

The most we will pay under this endorsement for direct "loss" to Covered Property is the Property Damage Limit of Insurance shown in the schedule of this endorsement. If Business Income Coverage, Extra Expense Coverage, or Business Income and Extra Expense Coverage is included in the policy to which this endorsement is a part, the most we will pay for those extensions of coverage under this endorsement are the respective Limits of Insurance shown in the schedule of this endorsement.

All losses covered by this endorsement occurring at any one location which manifests themselves at the same time and are the result of the same cause will be considered a single loss. If an initial loss covered by this endorsement causes other losses covered by this endorsement, all will be considered a single loss.

D. Extra Expediting

This endorsement is extended to cover the reasonable extra cost of temporary repair and of expediting repair or replacement of Covered Property as a direct result of loss otherwise covered by this endorsement. The most we will pay under this extension is the amount shown as the Expediting Expense Sublimit in the schedule of this endorsement.

E. Ammonia Contamination

If Covered Property is contaminated by ammonia as a direct result of loss otherwise covered by this endorsement, the most we will pay for this kind of damage, including salvage expense, is the amount shown as the Ammonia Contamination Sublimit in the schedule of this endorsement.

F. Water Damage

If Covered Property is damaged by water as a direct result of loss otherwise covered by this endorsement, the most we will pay for this kind of damage, including salvage expense, is the amount shown as the Water Damage Sublimit in the schedule of this endorsement.

G. Hazardous Substances

If covered Property is contaminated by a hazardous substance as the direct result of loss otherwise covered by this endorsement, the most we will pay for expenses to clean up or dispose of such property is the amount shown as the Hazardous Substances Sublimit in the schedule of this endorsement.

H. Spoilage

If Covered Property spoils from lack of power, light, heat, steam, or refrigeration as a direct result of the Breakdown of the insured's Boilers, Pressure Vessels, Machinery or Equipment, the most we will pay for this kind of damage, including salvage expenses, is the amount shown as the Spoilage Sublimit in the schedule of this endorsement.

I. Newly Acquired Locations

The coverages of this endorsement are extended to the interest of the named insured in Boilers, Pressure Vessels, Machinery and Equipment, not otherwise insured, at newly constructed, acquired, or leased locations within the policy coverage territory and which have been previously undeclared. The most we will pay under this extension for loss or damage at any one location is the amount shown as the Newly Acquired Location Coverage Sublimit in the schedule of this endorsement.

J. Off Premises Service Interruption

If Off Premises Service Interruption Coverage is included in the policy of which this endorsement is a part, the coverage extensions of this endorsement for Business Income and/or Extra Expense and/or Spoilage are further extended to include loss caused by Boilers, Pressure Vessels, Machinery and Equipment, whether or not they are located on Insured's premises, owned by a public utility or other company and used to directly supply electrical power, communications services, heating, gas, water, steam or air conditions to the described premises.

K. Deductibles

There shall be liability under this endorsement only when the amount of loss exceeds the Boiler and Machinery Deductibles shown in the schedule of this endorsement. If no Boiler and Machinery Deductibles are shown, coverage under this endorsement is subject to the policy deductible.

If an hour deductible is shown in the schedule, we will only pay for loss or damage you sustain after the first specified number of hours immediately following the physical loss to the Covered Property.

If a multiplier is shown in the schedule of this endorsement, the deductible is determined by multiplying the One Hundred Percent Average Daily Value (100% ADV) times the multiplier. The 100% ADV will be obtained by dividing the total net profits, fixed charges and expenses for the entire location that would have been earned had no physical loss occurred during the period of interruption of business by the number of working days in that period. No reduction shall be made for net profits, fixed charges and expenses not being earned, or in the number of working days, because of the physical loss or damage or any other scheduled or unscheduled shutdowns during the period of interruptions.

If a percent of loss deductible is indicated in the schedule of this endorsement, we will not be liable for the indicated percentage of loss or damage insured under this endorsement. If the dollar amount of such percentage is less than the indicated minimum deductibles, the minimum deductible will the applicable deductible.

L. Suspension

If any Boiler, Pressure Vessel, Machinery or Equipment covered by this endorsement is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the coverage provided by this endorsement for that equipment by written notice mailed or delivered to:

- 1. Your last known address; or
- **2.** The address where the affected equipment is located.

Once suspended in this way, your insurance can be reinstated only by endorsement.

If we suspend your insurance, you will get a pro rata refund for the affected equipment. But the suspension will be effective even if we have not yet made or offered a refund.

M. Mechanical or Electrical Breakdown

With respect to coverage provided by this endorsement, Mechanical or Electrical Breakdown means a sudden and accidental breakdown of covered Boilers, Pressure Vessels, Machinery and Equipment. At the time breakdown occurs, it must become apparent by physical damage that requires repair or replacement of the affected equipment or part of the affected equipment.

Mechanical or Electrical Breakdown does not mean or include any of the following:

- 1. Breakdown of any structure or foundation.
- 2. Breakdown of any boiler setting, insulating or refractory material.
- **3.** Breakdown of a power shovel, dragline, excavator, vehicle, aircraft, floating vessel or structure, well casing, penstock or draft tube.
- **4.** Breakdown of any elevator, crane, hoist, escalator or conveyor, but not including any pressure vessel or electrical equipment used with such a machine.
- **5.** Breakdown of Boilers, Pressure Vessels, Machinery or Equipment manufactured or held for sale by you.
- Breakdown of catalyst.

- 7. Breakdown of any oven, stove, furnace, incinerator, pot or kiln.
- 8. Breakdown of any buried vessel or piping.
- **9.** Breakdown of a felt, wire, screen, die, mold, form, pattern, extrusion plate, swing hammer, grinding disc, cutting blade, chain, cable, belt, rope, clutch plate, brake pad, nonmetallic part or any part or tool subject to frequent, periodic replacement.
- **10.** Breakdown, of any nonmetallic vessel, unless it is constructed and used in accordance with the American Society of Engineers (A.S.M.E.) code.
- **11.** Breakdown of sewer piping, piping forming a part of a fire protection system or water piping other than:
 - a. Feed water piping between any boiler and its feed pump or injector; or
 - b. Boiler condensate return piping; or
 - **c.** Water piping forming a part of refrigerating and air conditioning vessels and piping used for cooling, humidifying or space heating purposes.
- 12. Breakdown of a part of a Boiler, Pressure Vessel or Electric Steam Generator that:
 - a. Does not contain steam or water; or
 - b. Is not under pressure of contents of the vessel; or
 - c. Is not under internal vacuum.
- **13.** The functioning of any safety or protective devices.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELITE PROPERTY ENHANCEMENT: NURSING HOMES / MEDICAL FACILITIES / HOSPITALS

This endorsement modifies insurance provided under the following:

PROPERTY COVERAGE FORM CAUSES OF LOSS FORM CRIME COVERAGE FORM

I. Schedule of Coverages and Limits

The following is a summary of increased Limits of Insurance, additional coverages and/or coverage extensions provided by this endorsement. This endorsement is subject to the provisions of your policy.

Coverage Applicable	Limit of Insurance	Page #
Covered Property		
Fine Arts	\$50,000	2
Additional Coverages		
Alternative Key Systems	\$100,000	2
Automated External Defibrillators (AEDs)	\$5,000	3
Earthquake Sprinkler Leakage	\$10,000	3
Lease Cancellation Moving Expenses	\$2,500	3
Pollutant Clean up and Removal	\$100,000	3
Transition to Replacement Premises	Included	3
Coverage Extensions		
Business Income and Extra Expense	\$100,000	4
Civil Authority	Included in BI/EE limit	4
Contingent Business Property	Included in BI/EE limit	4
Ingress or Egress	\$5,000	4
Newly Acquired Premises	\$100,000	5
Emergency Vacating Expense	\$15,000	6
Expediting Expense	\$25,000	6
Garages	\$5,000	6
Money Orders and Counterfeit Paper Currency	\$25,000	7
Non-Owned Detached Trailers	\$5,000	7
Ordinance or Law – Demolition Cost	\$300,000	7
Ordinance or Law – Increased Cost of Construction	\$300,000	7
Personal Property of Residents:		
Residents' Property Personal Effects		
Any One Resident	\$5,000	7
Any One Occurrence	\$25,000	7
Policy Aggregate	\$100,000	7
Residents' Money and Securities		
Any One Resident	\$500	8
Any One Occurrence	\$5,000	8
Policy Aggregate	\$50,000	8
Reward Reimbursement	\$5,000	8
Spoilage	\$50,000	8
Limitations		
Furs	\$5,000	9
Precious Metals	\$5,000	9

II. Conditions

A. Applicability of Coverage

Coverage provided in forms attached to your policy is amended by this endorsement where applicable.

B. Limits of Insurance

- 1. When coverage is provided by this form and another coverage form attached to this policy, the greater Limits of Insurance will apply. In no instance will multiple limits apply to coverages which may be duplicated within this policy.
- Limits of Insurance identified in this endorsement are not excess of, or in addition to, Limits of Insurance provided by the PROPERTY COVERAGE FORM, the CAUSES OF LOSS FORM or the CRIME COVERAGE FORM unless otherwise stated.
- **3.** Coverage is considered to be on an occurrence basis (not on a per location basis) unless otherwise stated.

C. Applicability of Exclusions

Specific exclusionary endorsements attached to the policy supersede coverage provisions contained in this coverage enhancement.

D. Requirement for Covered Causes of Loss

Except where a specific Covered Cause of Loss is identified in this coverage enhancement, coverage for the "losses" described herein are applicable only for Covered Causes of Loss as designated in the CAUSES OF LOSS FORM attached to the policy.

III. Covered Property

A. Section A. Coverage, 1. Covered Property, a. Your Business Personal Property, (d) "Fine Arts" in the PROPERTY COVERAGE FORM is amended as follows:

If the total value of "Fine Arts" is over \$50,000, they must be listed in a schedule on file with us;

B. Section A. Coverage, 2. Property Not Covered, o. "Fine Arts" in the PROPERTY COVERAGE FORM is amended as follows:

"Fine Arts," if the total value of such property is greater than \$50,000, unless such property is listed in a schedule on file with us:

IV. Additional Coverages

The following are added to or amend the **PROPERTY COVERAGE FORM** under Section **A. Coverage**, **4. Additional Coverages**:

A. Alternative Key Systems

We will pay for "loss" or damage to, or cost to reprogram, "alternative key systems," including card programmers, card-readers, computers, related alarms, transceivers, power supplies and any other electronic or mechanical apparatus needed to make the card keys work. The "loss" must be caused by a Covered Cause of Loss and take place at a covered location.

The most we will pay for "loss" or damage under this coverage is \$100,000.

B. Automated External Defibrillators

Automated external defibrillators (AEDs) are considered covered property.

The most we will pay for "**loss**" or damage under this coverage is limited to \$5,000 per occurrence, which is in addition to the Business Personal Property Limit stated in the Declarations.

C. Earthquake Sprinkler Leakage

We will pay up to \$10,000 for damages resulting from sprinkler leakage which is caused by earth movement.

D. Lease Cancellation Moving Expenses

We will reimburse you for any moving expenses necessitated by your need to relocate due to the cancellation of the lease at your premises listed in the Declarations. The lease cancellation must occur as a result of a Covered Cause of Loss.

The limit for this coverage will be \$2,500 for all insureds combined. No deductible applies to this coverage.

E. Pollutant Clean Up and Removal

Section A. Coverage, 4. Additional Coverages, f. Pollutant Clean Up and Removal is amended as follows:

The Limit of Insurance for this additional coverage for each described premises is increased to \$100,000 for the sum of all covered expenses arising out of a Covered Cause of Loss occurring during each separate 12 month period of this policy.

F. Transition to Replacement Premises

If Covered Property is moved to a new premises from a scheduled premises that is being vacated, the Limit of Insurance applicable to that vacated premises will apply proportionately to both premises as the property is moved. This coverage ends when any one of the following first occurs:

- 1. 90 days after the move begins;
- 2. The move is completed; or
- This policy expires.

V. Coverage Extensions

With the exception of Item E. Money Orders and Counterfeit Paper Currency below, the following are added to or amend the PROPERTY COVERAGE FORM under Section A. Coverage, 5. Coverage Extensions:

A. Business Income and Extra Expense

1. Coverage is extended to include the actual "loss" of Business Income you sustain, and

necessary Extra Expense you incur when your covered "**building**" or Business Personal Property listed in the Declarations is damaged by a Covered Cause of Loss.

We pay any Extra Expense you incur:

- a. To continue your normal "operations" at the described premises; or
- **b.** To continue your normal "**operations**" at replacement premises or temporary locations; including:
 - (1) Relocation expenses; and
 - (2) The costs to equip or operate the replacement premises or temporary locations; or
- c. To minimize the suspension of your normal "operations" if you cannot continue them.

2. Civil Authority

We will pay for the actual "loss" of Business Income you sustain, and necessary Extra Expense you incur that is caused by action of civil authority that prohibits access to the described premises due to direct physical "loss" of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss. The coverage for Business Income will begin 72 hours after the time of that action and will apply for a period of up to 3 consecutive weeks after coverage begins. The coverage for Extra Expense will begin immediately after the time of that action and will end:

- a. 3 consecutive weeks after the time of that action; or
- **b.** When your Business Income coverage ends; whichever comes first.

3. Contingent Business Property

We will pay for the actual "loss" of Business Income you sustain, and necessary Extra Expense you incur when Contingent Business Property is damaged by a Covered Cause of Loss. We will reduce the amount of your Business Income "loss," other than Extra Expense, to the extent you can resume "operations," in whole or in part, by using any other available:

- a. Source of materials; or
- **b.** Outlet for your products.

The most we will pay under these sections **A. 1.**, **2.** and **3.** combined is \$100,000 for any one occurrence.

4. Ingress or Egress Coverage

We will pay for the actual "loss" of Business Income you sustain, and necessary Extra Expense you incur due to the necessary suspension of your "operations" in the event that ingress or egress is prevented at the described premises as a result of a Covered Cause of Loss. The "loss" or damage by a Covered Cause of Loss preventing ingress or egress must occur within one mile of the described premises. This coverage will apply for up to 30 consecutive days from the date when the ingress or egress is denied.

The most we will pay for this coverage is \$5,000 for any one occurrence.

This additional coverage does not apply in the event that access is denied by action of civil

authority. Such coverage is provided subject to Item 2. above.

5. Newly Acquired Premises

We will pay for the actual "**loss**" of Business Income you sustain, and necessary Extra Expense you incur when property at a newly acquired premises is damaged by a Covered Cause of Loss.

Coverage under this extension will end when any of the following first occurs:

- a. This policy expires;
- **b.** 90 days expire after you acquire the property that would qualify as covered property; or
- c. You report values to us.

We will charge you additional premium for values reported from the date you acquire the property that would qualify as covered property.

The most we will pay under this extension is \$100,000 in any one occurrence at each newly acquired premises. This limit is in addition to the Business Income and Extra Expense limit provided above.

- **6.** The following, when used in this section, are defined as follows:
 - **a.** Business Income means net income (net profit or loss before income taxes) that would have been earned or incurred during the period of restoration and continuing normal operating expenses including payroll.
 - **b.** Extra Expense means necessary expenses you incur during the period of restoration that you would not have incurred if there had been no direct physical "**loss**" or damage to property caused by or resulting from a Covered Cause of Loss.
 - c. Contingent Business Property means property operated by others on whom you depend to:
 - (1) Deliver materials or services to you or to others for your account (Contributing Locations);
 - (2) Accept your products or services (Recipient Locations);
 - (3) Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
 - (4) Attract customers to your business (Leader Locations).
 - **d.** Period of restoration means the period of time that:
 - (1) Begins with the date of physical "loss" or damage caused by or resulting from any Covered Cause of Loss; and
 - (2) Ends on the date when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

Period of restoration does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

The expiration date of this policy will not cut short the period of restoration.

B. Emergency Vacating Expense

- The coverage provided by this policy is extended to apply to the reasonable expenses that you incur in the "emergency" vacating of the premises of your facility described in the Declarations, provided that vacating is necessary due to an "emergency" situation resulting from a Covered Cause of Loss.
- 2. We will not pay for any expenses under this extension arising out of:
 - a. A strike, bomb threat or false fire alarm, unless vacating is ordered by a civil authority;
 - **b.** A planned vacating drill; or
 - **c.** The vacating of one or more individuals that is solely due to their individual medical condition.
- **3.** The most we will pay in any one occurrence for the evacuation of residents, regardless of the number of residents evacuated is \$15,000. The deductible for emergency vacating expenses is \$1,000 per occurrence.

C. Expediting Expense

The coverage provided by this policy is extended to apply to your reasonable and necessary expense of temporary repairs to your business property or the extra costs of expediting the permanent repair or replacement of your property, whichever is less. These expenses include overtime wages and extra costs for rapid means of transportation. However, we will not pay for the temporary rental of property or the temporary replacement of damaged property.

The most we will pay under this extension is \$25,000.

D. Garages

"Building" coverage is extended to apply to any garage or storage shed located at the premises described in the Declarations.

The most we will pay under this extension is \$5,000.

E. Money Orders and Counterfeit Paper Currency

The Basic Limit of Insurance that is provided for Money Orders and Counterfeit Paper Currency under the **CRIME COVERAGE FORM** is increased to \$25,000.

F. Non-Owned Detached Trailers

You may extend the insurance that applies to your Business Personal Property to apply to "loss" or damage to trailers that you do not own, provided that:

- 1. The trailer is used in your business;
- The trailer is in your care, custody or control at the premises described in the Declarations; and
- **3.** You have a contractual responsibility to pay for "**loss**" or damage to the trailer.

We will not pay for any "loss" or damage that occurs:

- 1. While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
- 2. During hitching or unhitching, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

The most we will pay under this extension is \$5,000.

G. Ordinance or Law

Section A. Coverage, 5. Coverage Extensions, j. Ordinance or Law is amended as follows:

- 1. The Limit of Insurance for demolition costs is increased to \$300,000 in any one occurrence.
- 2. The Limit of Insurance for increased cost of construction is increased to \$300,000 in any one occurrence.

H. Personal Property of Residents

1. Residents' Property – Personal Effects

- **a.** The Business Personal Property coverage is extended to apply to the personal effects of the residents of your facility while at a premises described in the Declarations.
- **b. (1)** The most we will pay for "**loss**" or damage to the property of any one resident is \$5,000.
 - (2) The most we will pay for "loss" or damage in any one occurrence, regardless of the number of residents who had property lost or damaged is \$25,000 subject to the any one resident limit shown in 1.b.(1) above.
 - (3) The most we will pay for the sum of all such "loss" or damage during each separate policy period is \$100,000, regardless of the number of occurrences.
- c. We will not pay for a "loss" under this coverage until the amount of "loss" exceeds a \$1,000 deductible. We will then pay the amount of "loss" in excess of the deductible up to the applicable Limit of Insurance.
- **d.** Residents' Personal Effects do not include "**money**" or "**securities**." Such coverage is provided subject to Item **2**. below.

2. Residents' Money and Securities

- a. We cover "money" and "securities" belonging to the residents of your facility while at a covered location. We cover such property against "loss" from a Covered Cause of Loss applying to your business personal property at the location. We do not cover any "loss" caused by or resulting from forgery, alterations, the giving or surrendering of checks or "money" in exchange or purchase, or accounting or arithmetic errors and omissions.
- **b.** (1) The most we will pay for "loss" or damage to the "money" and "securities" of any one resident is \$500.
 - (2) The most we will pay for "loss" or damage in any one occurrence, regardless of the number of residents who had "money" and "securities" lost or damaged is \$5,000 subject to the any one resident limit in 2.b.(1) above.
 - (3) The most we will pay for the sum of all such "loss" or damage during each separate policy period is \$50,000, regardless of the number of occurrences.
- c. We will not pay for a "loss" under this coverage until the amount of "loss" exceeds a \$500 deductible. We will then pay the amount of "loss" in excess of the deductible up to the applicable Limit of Insurance.

I. Reward Reimbursement

We will pay a reward for information that leads to a criminal conviction in connection with "loss" or damage to covered property by a Covered Cause of Loss; provided that the reward is preapproved by us.

The most we will pay for "**loss**" or damage under this extension is \$5,000 regardless of the number of persons who provide information. No deductible shall apply to this coverage.

This extension does not include arson reward, as arson reward is included in Section 4. Additional Coverages of the PROPERTY COVERAGE FORM.

J. Spoilage

- 1. We will pay for direct physical "loss" or damage to your perishable business personal property, and perishable personal property of others while at or within 1000 feet of the described premises caused by spoilage due to changes in temperature or humidity resulting from:
 - **a.** Complete or partial interruption of electrical power to the described premises due to conditions beyond your control; or
 - **b.** Mechanical breakdown or failure of heating, cooling or humidity control equipment or apparatus at the described premises.

2. Coverage does not apply to:

- **a.** The disconnection of any heating, cooling or humidity control equipment or apparatus from the source of power.
- **b.** The deactivation of electrical power or current caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
- **c.** The inability of an electric utility company or other power source to provide sufficient

power due to:

- (1) Lack of fuel; or
- (2) Governmental order.
- **d.** The inability of a power source at the described premises to provide sufficient power due to insufficient generating capacity to meet demand.
- 3. The most we will pay for "loss" or damage in any one occurrence is \$50,000.

VI. Limitations

- A. Section C. Limitations in the CAUSES OF LOSS FORM is amended as follows:
 - **2. a.** The limit for furs, fur garments and garments trimmed with fur is increased to \$5,000.
 - **b.** The limit for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals is increased to \$5,000. This Limit of Insurance does not apply to jewelry and watches worth \$100 or less per item.

VII. Definitions

- **A.** "Alternative key systems" means programmable keying systems, such as mechanically or electronically coded key cards.
- **B.** "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
- **C.** "Emergency" means imminent danger arising from an external event or a condition in the facility which would cause loss of life or harm to occupants.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLOOD REDEFINED

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS FORM

A. Section F. Definitions, 3. "Flood" is deleted in its entirety and replaced with the following:

"Flood" means:

- 1. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- 2. Mudslide or mudflow:
- 3. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment caused in whole or in part by flood as redefined in this endorsement, regardless of how the water enters the building, including but not limited to water that backs up from a sewer or drain away from your premises;
- **4.** Water under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors or paved surfaces;
 - **b.** Basements, whether paved or not; or
 - **c.** Doors, windows or other openings; or
- 5. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph 1.,3., or 4., or material carried or otherwise moved by mudslide or mudflow;

Whether natural or man-made.



One Bala Plaza, Suite 100 Bala Cynwyd, Pennsylvania 19004 610.617.7900 Fax 610.617.7940 PHLY.com

Taxes, Surcharges, and Fees Notice

*Note: The above proposal may not account for local taxes, Surcharges, and/or fees mandated by the State in which you/your business operate(s). The final policy will include a description of how local taxes, surcharges and fees, if applicable, have been allocated as determined by the risk location. Please contact a PHLY representative if you have any questions.

Hospital Vendor Contract Summary Sheet

1. \boxtimes **Existing Vendor** ☐ New Vendor Name of Contract: Lampton Welding Supply 2. **3. Contract Parties:** MRMC/Lampton Welding 4. **Contract Type Services:** Service Agreement 5. **Impacted Hospital Departments:** Hospital **6.** Contract Summary: Under this agreement Lampton Welding and MRMC, Lampton agrees to supply oxygen and MRMC agrees to purchase oxygen in bulk. This is a renewal agreement. It also locks in the cost of Oxygen purchasing for MRMC. 7. Cost: \$ 8. **Prior Cost: \$** 9. Term: 10-year 10. **Termination Clause:** None

Other: 12 month prior notice (written or digital)

11.



Product Service Agreement Agreement

Lampton Welding Supply Co., Inc. (hereinafter "Seller"), of Wichita, KS and Mangum Regional Medical Center (hereinafter "Purchaser") of 1 Wickersham Dr., Mangum, OK 73554 hereby agrees upon the terms, conditions, covenants, and descriptions set forth herein as follows:

- 1. Purchaser must buy its present and future requirements of industrial, medical, specialty, and/or beverage gases in gaseous and/or liquid form in suitable containers (hereinafter "Products") from Seller at the prices, terms and conditions set forth in this Agreement, Exhibit, Addendum, or Rider. Purchaser must buy its present and future requirements of any hard goods described in any Exhibit, Addendum, or Rider to this Agreement from Seller at the prices, terms and conditions set forth in this Agreement. Any leases purchased from Seller must be paid in full at time of purchase.
- 2. The term of this Agreement is for ten (10) years and commences upon the later of the date of first delivery of product by Seller hereunder or the date signed by Seller herein below. But, if Purchaser is prohibited from entering into this Agreement by any prior Agreement, this Agreement commences upon the earliest expiration or earlier termination of such prior Agreement. This Agreement will automatically renew for successive ten (10) year terms unless terminated upon not less than twelve (12) months prior notice (either written or digital) by either party at the end of the initial term, or any renewal term as the case may be. If Seller relocates Equipment or provides additional Equipment to meet Purchaser's gas requirements, then a new initial ten (10) year term is effective upon the date of first delivery of such Product utilizing the relocated, replacement or additional equipment.
- The prices for Products purchased hereunder shall be as set forth in this Agreement, including any Exhibit, Addendum, or Rider.
- Terms: net 10th Prox. Late payments will accrue a service charge of the greater of \$25/month or 1 ½% per month.
- 5. The Seller shall maintain records of cylinder deliveries and returns hereunder and shall charge the Purchaser rental at the Seller's standard published rate. The Purchaser shall pay this rental charge to the Seller in accordance with Paragraph 4. In the event any storage tanks and/or related equipment ("Equipment") are installed by Seller or its representative at Purchaser's facilities for storage or use of Product, Purchaser shall pay to Seller for the availability of said Equipment for use hereunder, a Facilities Fee computed by Seller for each item of Equipment so furnished by Seller. Facilities Fees may be adjusted by Seller from time to time. Increases in rental fees and Facilities Fees are not Price Changes, within the meaning of this Agreement.
- 6. Purchaser shall return, in good condition, all cylinders complete with caps and fittings and shall pay Seller the replacement value of any cylinders, caps or fittings lost or damaged. Purchaser must not permit cylinders or other storage containers furnished hereunder to be filled with any Product unless furnished by Seller or Seller's authorized representative.
- 7. Purchaser shall promptly furnish an accessible, secure site ("Site") for the Equipment at each of its facilities in which Products are required to enable suitable delivery and storage of such Products, including all foundations, lighting, fences and pipes and other equipment required for the safe distribution of Products from the Site. The Purchaser shall also provide at the Site at its cost all electricity and phone lines, if necessary, as well as all licenses and permits required in connection with such use of the Site.
- 8. Equipment shall be installed and maintained in good repair and operating conditions by Seller. Purchaser shall pay Seller's standard freight, rigging, and installation charges, FOB Seller's original shipping point of Equipment and/or labor service center. Purchaser may provide its own Equipment, in which event Seller has no obligation to maintain the Equipment. Equipment owned by Purchaser must be kept in standard, safe operational condition. Purchaser has no ownership interest in Equipment installed, owned, and/or maintained at the Site by Seller.

- Authorized representatives of Purchaser, Seller and/or Seller's representative
 must have access at all times to the Site, but Purchaser will deny access to all
 others. Purchaser will not alter, adjust or repair any Equipment installed by
 Seller at the Site although Purchaser is responsible for any loss or damage to
 Seller's Equipment unless caused by Seller's negligence.
- 10. If any Equipment installed by Seller becomes inadequate, in the judgment of Seller, because of a change in Purchaser's requirements of Product, Seller may, at its own expense, substitute a different size or type of Equipment and adjust the Facility Fee to reflect such substitution. If Seller modifies, upgrades, or enhances the equipment, Purchaser agrees to extend the term of this Agreement by the term of the initial Agreement. Seller may remove any Equipment installed, owned, and/or maintained by it within ninety (90) days after the expiration or termination of this Agreement.
- 11. (a) All deliveries of cylinder Product to the Site shall be made by Seller or its representative on regular business days between 8:00 A.M. and 5:30 P.M. Bulk Products may be delivered twenty-four (24) hours a day seven (7) days a week. In the event Purchaser requests Seller to deliver at limited hours (or after hours for cylinders), Seller will use reasonable efforts to do so. But Purchaser must pay all additional expenses incurred as a result of Seller's accommodation. Billings for Bulk Product delivered shall be made in hundred cubic feet, 70°F and one (1) atmosphere pressure or other appropriate units.
 - (b) Deliveries made during a strike or other labor disturbance-affecting Purchaser, if any, are at Purchaser's sole risk. Purchaser hereby agrees to indemnify Seller from and against all costs, damages, losses, and expenses (including reasonable attorneys' fees) of any type arising out of any such delivery which costs, etc. are not normally incurred by Seller in the normal delivery of Product.
- 12. All Products, cylinders and other Equipment furnished hereunder shall conform to the description thereof published by the manufacturer at the time of sale. Except as otherwise required by law, THERE IS NO WARRANTY OF MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, THAT EXTENDS BEYOND SAID DESCRIPTION. Seller is not liable for any damages, whether direct, indirect, special, incidental, consequential, or otherwise, arising out of or in connection with any Product, cylinder, or other Equipment sold or rented hereunder whether such damage results from any negligent act or omission of Seller or is related to strict liability.
- 13. Purchaser's exclusive remedy for Seller's unexcused failure to deliver Product when required by Purchaser, whether or not such failure was caused by any negligence or misconduct, shall be to recover from Seller the difference between the cost to Purchaser of any reasonable purchase of Product in substitution for Product not delivered and the lesser price of such quantity of Product hereunder. Purchaser's exclusive remedy for each unexcused failure of Product to meet the Seller's standard purity levels is, at Seller's option, to receive a refund of the price of such non-conforming Product or a replacement thereof with Product which meets such purity levels.
- 14. Seller's obligations under this Agreement are subject to and contingent upon floods, strikes, and/or other labor disturbances, fires, hurricanes, tornados and/or other acts of God, accidents, war, acts of terror, delays of carriers, inability to obtain raw materials, failures of normal sources of supply, restraints of government, or any other similar or dissimilar cause beyond the Seller's reasonable control.

Purchaser Initials	Seller Initials	



Product Service Agreement Agreement

- 15. The Purchaser shall pay any and all applicable taxes or fees related to Product or Equipment necessitated by virtue of any Federal, state, municipal, or other law. All of Seller's prices (whether for Product, Equipment, or Facilities Fees) are exclusive of any amount of federal, state, and/or local excise, sales, use, property, rental, retailer's occupation, gross receipts, or similar taxes which may be imposed upon this relationship. If any tax is determined to be applicable and Seller is required to pay it, all affected prices will be increased by the amount of such tax. In the event that the Purchaser claims exemption from such taxes, Purchaser must provide Seller with a properly completed and valid exemption certificate that is acceptable to the appropriate taxing authorities. Should such certificate be found invalid or ineffective, the Purchaser will bear the burden of any unpaid taxes owed and of any interest and penalties assessed. To the extent any such amount is paid by Seller, Purchaser will promptly, upon written demand, reimburse Seller for any such amounts paid or incurred.
- 16. Purchaser must comply with all relevant reporting obligations, by the state where the gases are stored, under the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. section 11001-11049 (EPCRA, also commonly known as Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA Title III) resulting from the presence of the chemicals supplied under the Agreement. Purchaser will pay all fees associated with such requirements to the required state and/or federal authorities. Moreover, it is Purchaser's responsibility to warn and protect its employees and all others exposed to the hazards posed by the Purchaser's storage and use of the Product and Equipment.
- 17. For Gas Products, cost increases may necessitate a revision of prices from time to time for Products sold under this Agreement (a "Price Change"). Price Changes will become effective fifteen (15) days after notice (either written or digital) is given to Purchaser. If within fifteen (15) days of receiving such notice, the Purchaser furnishes Seller with a copy of a bona fide firm written offer to sell such Products of the same quantities, of the same quality under similar circumstances, at prices lower than such revised prices, Seller will have thirty (30) days to, at its option, meet the lower price, amend to a variant of the price increase, or revert to Seller's price before the price increase. If Seller does not exercise the option to so adjust the price, the Purchaser may terminate this Agreement by giving the Seller thirty (30) days' notice (either written or digital) of such termination. If Seller agrees to modify price, Seller may, at its option, extend the term of this Agreement for the longer of the initial term of this agreement or the term of the competitive written offer. Any price increase arising as a result, in whole or part, of compliance by Seller, or its suppliers, with Federal, state, or municipal law (including Seller taxes, or government agency required audits or other regulations) is not a Price Change for purposes of this Agreement. For Hardgoods Products, prices may change based on supplier updates, and newly presented prices serve as notice of the changes.

- 18. Purchaser acknowledges that there are hazards associated with the storage, distribution and use of Products, cylinders and/or containers and other equipment furnished under this Agreement. Purchaser warrants that it and its personnel are fully aware of all such hazards. Purchaser hereby assumes all responsibility for warning its personnel and any third parties on the premises of all hazards to persons and property in any way associated with such Products or the storage, distribution or use of the Products and the Equipment.
- 19. All claims by Purchaser having anything to do with any Product, cylinder or Equipment furnished hereunder by Seller shall be made in writing (either written or digital) within ten (10) days after the delivery thereof. Failure of Purchaser to give such notice constitutes a complete defense for Seller against all such claims.
- 20. This Agreement is not binding on Seller until it is accepted by two of its duly authorized officers. This Agreement represents the entire Agreement between Seller and Purchaser in relation to the sale of Products and the use or rental of Equipment, including all cylinders and storage tanks. All Exhibits, Amendments, or Riders to this Agreement must be in writing. No acceptance by Seller of any purchase order specifying different delivery dates, locations or other terms or conditions is effective. This Agreement shall inure to the benefit of Seller and Purchaser and their respective successors and assigns.
- All terms and conditions of this Agreement, Exhibits, Addendums or Riders shall be kept confidential.
- 22. If Seller or Purchaser institutes any action or proceeding relating to the provisions of this Agreement, or if Seller institutes any action or proceeding against Purchaser relating to any default hereunder by Purchaser, or makes any claim against Purchaser as a result of Purchaser's breach of this Agreement, then Purchaser will indemnify and hold harmless Seller from all costs and expenses related thereto, including costs of collection, reasonable attorneys' fees and costs and expenses of litigation (including those pertaining to the appeal from any final and appealable court order) incurred by Seller.
- 23. In addition to the base prices for Products provided in this Agreement, Seller may charge Purchaser for various items, including but not limited to charges for handling hazardous materials plus related compliance charges, shipping, handling, and/or delivery charges, and charges or surcharges for fuel and energy costs. Purchaser acknowledges that these fees are retained by Seller and are intended to compensate Seller for amounts expended in carrying out its obligations under this Agreement, but Seller is not required to specifically quantify the relationship between the charges and Seller's actual costs, as such actual costs vary with time, place, and other factors. Any such charge is not a Price Change for purposes of this Agreement.

Purchaser	Mangum Regional Medical Center	Seller Lampton Welding Supply Co., Inc.	
		Submitted by	
Ву		Accepted by	
Title	Date	Title	Date

Hospital Vendor Contract Summary Sheet

1.	
2.	Name of Contract: State of Oklahoma Department of Transportation 5310 Grant
3.	Contract Parties: MRMC/State of Oklahoma Department of Transportation
4.	Contract Type Services: Grant Agreement
5.	Impacted Hospital Departments: Hospital
6.	Contract Summary: This agreement between the State of Oklahoma Department of Transportation and Mangum Regional Medical Center outlines the rules and regulations for grant assistance. Capital grant assistance is for purchasing a vehicle to provide transportation services to the patients of the Strong Mind Program and the hospital.
7.	Cost: \$
8.	Prior Cost: \$
9.	Term:
10.	Termination Clause: None
11.	Other:

STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION

SECTION 5310 Enhanced Mobility of Seniors and Individuals with Disabilities FEDERAL FISCAL (2024) FUNDING, 2025 PROGRAM YEAR - CFDA #20.513 PROJECT NO: FTA5310-TP-25(128), JOB PIECE NO. 36427(49) GREER COUNTY

AGREEMENT NO. EMOS-2025-12

This Agreement is entered into between the Oklahoma Department of Transportation, hereinafter called the "DEPARTMENT", acting for and on behalf of the State of Oklahoma, the Governor's designee for the administration of 49 United States Code (U.S.C.) § Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities, Capital Assistance Grant Program, and the MANGUM REGIONAL MEDICAL CENTER, hereinafter referred to as "CONTRACTOR" for the purpose of providing transportation service to be known as STRONG MINDS PROGRAM hereinafter referred to as "TRANSIT AGENCY", and subject to the following terms and conditions:

WITNESSETH:

WHEREAS, Public Law 114-94 allowed for the implementation of the Fixing America's Surface Transportation Act (FAST Act); and

WHEREAS, Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Formula Grant Program authorizes the apportionment of funds to assist eligible recipients in replacing, and purchasing buses; to provide effective and reliable transportation to meet the special needs of seniors and individuals with disabilities for whom mass transportation services are unavailable, and other activities of daily life, while improving mobility within and among communities, and provides further that funds be made available through the State of Oklahoma to the CONTRACTOR approved by the Federal Transit Administration, hereinafter referred to as "FTA"; and,

WHEREAS, the DEPARTMENT has been designated to administer the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program within the State of Oklahoma; and,

WHEREAS, the CONTRACTOR is an approved subrecipient of Federal Fiscal (FY) 2024 FTA funds for the purchasing of replacement vehicles and associated equipment related to the FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program; and,

WHEREAS, the Capital Item(s) purchased under this Agreement will be used within the scope of the CONTRACTOR'S Section 5310 Program; and,

WHEREAS, the DEPARTMENT is charged with the duty of administering and coordinating the approved program with the subrecipient agency, it is therefore deemed necessary to enter into an Agreement with the subrecipient agency for the procurement of requires buses and associated equipment to enable them to continue to provide transportation in designated areas.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1: PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms, conditions and mutual understanding of the parties as to the manner in which the CONTRACTOR will purchase and use replacement vehicles, expansion vehicles and associated equipment for their programs as outlined by the FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities program and to more specifically identified and stated within in the Program Application.

SECTION 2: PROGRAM SCOPE

In addition to the terms and conditions as set forth in this Agreement, the CONTRACTOR will undertake and complete the program as specified in the program application.

SECTION 3: TIME FOR PERFORMANCE

Time is considered of the essence in the performance of the services required by this Agreement. The CONTRACTOR will be prepared to commence work upon receiving a "Notice to Proceed" from the DEPARTMENT and to complete all aspects of the Agreement through the TRANSIT AGENCY with all practicable dispatch, in a sound economical and efficient manner for the duration of the Agreement period, which begins on the first day of the fully executed contract and ends two (2) years from that date. Activities prior to a written notice to proceed from the DEPARTMENT are not eligible for reimbursement unless prior written approval is provided by the DEPARTMENT. Unused grant funding allocation balance at the end of the contractual period will go into a general fund to be reallocated to eligible subrecipients.

It is understood and agreed between the parties hereto that the DEPARTMENT is receiving FTA funding which may be subject to certain funding restrictions which prevent the DEPARTMENT from making a commitment that obligates the DEPARTMENT to pay any funds beyond the aforementioned Agreement period.

The DEPARTMENT will initiate the closeout of this agreement within (ninety) 90 days after all funds are expended, all work activities for the project are completed, or at the end of the agreement period as defined.

Subsequent to the reevaluation of this Agreement, the parties hereto may, by supplemental Agreement, extend the contracted services at the discretion of the DEPARTMENT. Any supplemental Agreement shall provide for such amendments to the terms of this Agreement as are required and shall be executed with the same formality as this Agreement.

SECTION 4: COMPENSATION

This Agreement is subject to a federal aid financial assistance agreement between the DEPARTMENT and the US Department of Transportation. It is mutually understood the DEPARTMENT is performing an administrative function as an agent of the Federal government under the FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities program. No State funds are available for use by the CONTRACTOR for cost overruns or any item set forth in this Agreement.

SECTION 5: COST OF PROGRAM

The total 2025 program year amount of available funds will not to exceed \$120,000.00 (ONE HUNDRED TWENTY THOUSAND DOLLARS). Reimbursement for procurement performed under this Agreement will be based on actual accountable eligible costs incurred by the TRANSIT AGENCY with a maximum federal participation as follows:

Eighty five percent (85%) for capital acquisitions of vehicle and related equipment required to meet the Americans with Disabilities Act of 1990 or the Clean Air Act for Capital Program expenditures and eighty percent (80%) for capital expenditures as defined by (FTA Circular C, 5100.1), as amended. Costs shall not exceed limits set by State law and shall conform to the U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200. Private "For-Profit" entities may obtain indirect cost rates from the Defense Contract Audit Agency (DCAA) web-site at: http://www.dcaa.mil, and;

The CONTRACTOR shall initiate and complete all actions necessary to provide its share of the Program costs at, or prior to, the time that such funds are needed to meet program costs.

The CONTRACTOR further agrees that no refund or reduction of the local share amount so provided will be made unless a proportional amount of the federal share is made to the State at the same time.

The DEPARTMENT will make reimbursement payments from any eligible FTA award based upon properly prepared and executed claim forms provided by the DEPARTMENT. All claims shall be accompanied by the vehicle invoice(s) and associated equipment invoice(s) tabulating all costs by classification showing expenses and totals, along with all necessary supporting documentation. Claims must to be submitted within fourteen (14) calendar days from the time of vehicle(s) possession/acceptance from the vehicle Manufacture. No reimbursement will be made for claims incurred outside of this contract period, unless approved by the DEPARTMENT. The CONTRACTOR shall be responsible for ineligible expenses as defined by FTA and the DEPARTMENT.

SECTION 6: GOVERNING RULES AND REGULATIONS

The CONTRACTOR and its subcontractors shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this Agreement, including, but not limited to: all allocable provisions as out lined in FTA Master Agreement (latest addition), workman's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, The CONTRACTOR shall furnish the DEPARTMENT with satisfactory proof of its compliance therewith.

DEPARTMENT Administrative Order No. B-310-1-(1), or any revision or replacement thereof, shall be the governing regulation for all in-state and out-of-state travel. All out-of-state travel associated with the UPWP and payable under this Agreement must have the written approval of the CONTRACTOR Executive Director. A copy of the approved travel voucher must be sent to the DEPARTMENT, for information, prior to actual travel.

Reimbursement claims for travel expenses: transportation, lodging, per diem and otner miscellaneous expenses, shall not exceed the maximum allowed for State agencies under Oklahoma law. All out-of-state travel must be approved by the DEPARTMENT prior to departure.

SECTION 7: PROGRAM EQUIPMENT PROCUREMENT

All TRANSIT AGENCY vehicles and associated equipment financed in whole or in part pursuant to this Agreement shall be purchased by, and in the name of, the CONTRACTOR in accordance with applicable State law and standards set forth in the U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200 and FTA Circular 4220.1G, as amended. TRANSIT AGENCY equipment shall be purchased in conformity with the approved program budget, and stated within in the program Application.

The CONTRACTOR will be required, unless otherwise authorized in writing by the DEPARTMENT, to utilize the Department of Central Services, State Purchasing Division for procurement of vehicles and other TRANSIT AGENCY equipment with the exception of "Start Up" costs for items such as vehicle signage, tax, title and miscellaneous items costing ONE HUNDRED DOLLARS (\$100.00) or less. Unauthorized procurements **will not** be reimbursed by the DEPARTMENT. Bid specifications will be developed by the DEPARTMENT for various types of vehicles and other equipment as requested.

Revenue CONTRACTS involving FTA funded facilities or assets.

Examples Include:

- 1) Advertising on buses,
- 2) At bus shelters, or
- 3) At transit centers)

These must be awarded on a competitive basis, and income derived from such CONTRACTS must be used to offset program costs approved by the DEPARTMENT.

All PROGRAM equipment, materials and services financed in whole or in part pursuant to this agreement shall be purchased by, and in the name of, the CONTRACTOR in accordance with applicable State law and standards set forth in standards set forth in the U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200 and (FTA Circular 4220.1G, as amended). PROGRAM equipment, materials and services shall be purchased in conformity with the latest approved PROGRAM budget, and stated within in the PROGRAM Application.

When a CONTRACTOR has contracted out a portion of its federally funded operation or has passed through funding to a subcontractor, competitive procurement requirements shall apply to the CONTRACTOR and/or subcontractor activities. In such circumstances, the procurement process of the CONTRACTOR/subcontractor should meet all state and federal (see FTA Master Agreement as amended) requirements, including Buy America, suspension/debarment, and lobbying requirements. Furthermore, ODOT will maintain complete oversight to ensure CONTRACTOR/subcontractor compliance. This requires written procurement procedures, overseeing selected procurement processes, and auditing the CONTRACTOR/ subcontractor as ODOT deems necessary.

SECTION 8: USE AND DISPOSAL OF PROPERTY

PROGRAM vehicles shall be used for the provision of public transportation services as stated within in the PROGRAM Application for the duration of its useful life. The CONTRACTOR must obtain written approval from ODOT in any situation where contemplated use of PROGRAM vehicles is different from that described in the PROGRAM Application or if PROGRAM service is to be discontinued.

In the event that any program facility or equipment is used in an improper manner or is used for any unapproved activity, the CONTRACTOR shall be in default of this Agreement and shall be subject to forfeiture of further financial assistance and may be required to reimburse Federal funds used to purchase said equipment and the Federal funds used for related expenses.

In the event the CONTRACTOR terminates the TRANSIT AGENCY or decides not to continue the TRANSIT AGENCY into a subsequent year, the procedures as set out within the DEPARTMENT's State Management Plan (SMP) for Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities program funds, regardless of its age or condition.

The disposal of all capital assets must be conducted through a public auction. The CONTRACTOR shall use the Department of Central Services Surplus Auction process, or a public auction.

It is hereby understood by the parties hereto that the FTA shall maintain an eighty five percent (85%) equity through perpetuity in the real property purchased under this Agreement. In the event the CONTRACTOR should wish to sell said properties, they may be disposed of only under the provisions as set forth in (Title 69 Okla. § 1001 and further described above), and FTA'S 85% equity of such sale proceeds shall be reimbursed to FTA.

SECTION 8: INSURANCE AND MAINTENANCE REQUIREMENTS:

The CONTRACTOR shall secure and maintain liability, collision, and comprehensive insurance policies for all transit vehicles in compliance with federal and State law as set forth in the State Management Plan (SMP).

The CONTRACTOR is required to submit proof of insurance on all active revenue rolling stock vehicles within their grant application before the submission of a claim for reimbursement.

At a minimum, the CONTRACTOR agrees to comply with the insurance requirements normally imposed by its state and local laws, regulations, and ordinances, except to the extent that the Federal Government determines otherwise in writing.

Flood Insurance - The CONTRACTOR agrees to have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before receiving federal assistance to acquire, construct, reconstruct, repair, or improve that building. Additionally, the building and its contents must be covered by flood insurance in an amount at least equal to the

federal investment (less estimated land cost) or equal to the maximum limit of cover age made available with respect to the particular type of property under the National Flood Insurance Act of 1968. Current limits are \$500,000 per building and \$500,000 for the contents of each building.

FTA has defined building and contents coverage in its Emergency Relief rule, 49 CFR part 602, as follows:

Building - For insurance purposes, a structure with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site. This includes manufactured or modular office trailers that are built on a permanent chassis, transported to a site in one or more sections, and affixed to a permanent foundation.

Contents coverage - For insurance purposes, contents are personal property within a building, including fixtures, machinery, equipment and supplies. In addition to the costs to repair or replace, contents insurance coverage shall include the cost of debris removal and the reasonable cost of removal of contents to minimize damage.

Minimum Insurance - The CONTRACTOR must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal assistance as provided to property owned by the recipient.

Insurance Proceeds - If the CONTRACTOR receives insurance proceeds when federally assisted property has been lost or damaged by fire, casualty, or natural disaster, the recipient agrees to: (a) Apply those proceeds to the cost of replacing the federally assisted property that is damaged, destroyed, or taken out of service (listed on the preceding pages are two examples of the application of insurance proceeds); or (b) Return to FTA an amount equal to the remaining federal interest in the federally assisted property that is lost, damaged, or destroyed.

Federal Interest - The federal interest is not dependent on the extent of insurance coverage or on the insurance adjustment received.

Flood Risk Management - All FTA recipients receiving funding for infrastructure projects of facilities are required to follow E.O. 11988, as amended by E.O. 13690, which includes assessment of flood risk associated with proposed projects in floodplains.

The CONTRACTOR shall submit to the DEPARTMENT, an equipment maintenance plan and facilities maintenance plan for all FTA funded equipment, vehicles and facilities at the beginning of each program year. The CONTRACTOR herby certifies that the TRANSIT AGENCY equipment, vehicles and facilities are being used in accordance to the terms of this Agreement and that no part of the local contribution to the cost of the TRANSIT AGENCY has been refunded or reduced.

The CONTRACTOR further agrees that all FTA funded equipment, vehicles and facilities are at a high standard of cleanliness, and operationally safe and sound. For all equipment under warranty, the CONTRACTOR certifies that there is a system in place for identifying warranty claims, record claims, and enforcing claims against manufactures.

The DEPARTMENT shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Section.

SECTION 10: RECORDS AND REPORTS

The CONTRACTOR hereby certifies that all records shall be maintained in accordance with generally accepted accounting principles and shall conform to the standards set forth in the U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200.

The CONTRACTOR shall advise the DEPARTMENT regarding progress of the TRANSIT AGNECY by submitting reports as the DEPARTMENT may require.

The CONTRACTOR and its subcontractor shall keep satisfactory records with regard to the use of project equipment and submit to the DEPARTMENT, upon request, such information as is required in order to assure compliance with this Agreement.

All records relating to the TRANSIT AGENCY shall be maintained by the CONTRACTOR for three (3) years after final payment from the DEPARTMENT. The CONTRACTOR shall retain, and make available to the DEPARTMENT, financial statements, data, records, contracts, and other documents related to the TRANSIT AGENCY as may be required by the DEPARTMENT.

The DEPARTMENT and the FTA shall be provided proper facilities for review and inspection of the work provided herein and shall at all reasonable times have access to the premises and to all books, records, correspondence, instructions, receipts, vouchers and memoranda pertaining to the TRANSIT AGENCY.

The TRANSIT AGENCY shall provide to the DEPARTMENT monthly reports of expenditures, by work items and a narrative discussion of accomplishments on work program items. Reports shall be submitted in such form as may be specified by the DEPARTMENT.

All information, reports, proposals, brochures, summaries, written conclusions, graphic presentations and similar materials developed by TRANSIT AGENCY and/or its consultants and financed in whole or in part by the DEPARTMENT, shall be submitted to the participants for review and concurrence and shall have the approval of the appropriate study committee prior to its public release, presentation, dissemination, publication, or other distribution. The distribution of such information and reports, whether draft or final and including the UPWP, to any unit of FTA shall be made directly in writing provided the same is sent to the DEPARTMENT's Office of Mobility & Public Transit Division at the same time.

SECTION 11: AUDIT AND ACCESS TO RECORDS

The CONTRACTOR hereby certifies that all records shall be maintained in accordance with generally accepted accounting principles and shall conform to the standards set forth in the U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200.

The CONTRACTOR shall permit representatives of the DEPARTMENT, FTA, State Auditor and Inspector, or the US Comptroller General's office to inspect and audit the books, documents, papers and records of the TRANSIT AGENCY which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts and transcriptions.

The CONTRACTOR agrees that as required under 49 U.S.C. § 5325(g) and 49 C.F.k. § 18.36(i)(10), to provide sufficient access to inspect and audit records and information pertaining to this Agreement, for a minimum of three years after services are rendered.

As part of this Agreement, The CONTRACTOR agrees to provide the DEPARTMENT with a Single Audit performed in accordance to the audit requirements set forth in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and as further amended by U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200. The Single Audit shall be performed by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

SECTION 12: INSPECTION OF WORK

The DEPARTMENT shall be accorded proper facilities for review and inspection of the work hereunder and shall at all reasonable times have access to the premises, to all reports, books, records, correspondence, instructions, receipts, vouchers, memoranda and any other materials of every description, which the DEPARTMENT considers pertinent to the work hereunder. The parties will fully inform each other in the event of any review and inspection of work specified hereunder by other than party representatives. The DEPARTMENT shall maintain the responsibility of review and concurrence in all techniques and methodology utilized in this study.

SECTION 13: OWNERSHIP OF DATA

All reports published by the State or the CONTRACTOR as a result of the TRANSIT AGENCY shall contain an acknowledgment as follows:

"Prepared in cooperation with the US Department of Transportation, Federal Transit Administration and the Oklahoma Department of Transportation".

Further, for reports prepared for distribution to the public, a disclaimer statement as follows will be included:

"The contents of this report reflect the views of the MANGUM REGIONAL MEDICAL CENTER that are responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect official views or policies of the Oklahoma Department of Transportation or the Federal Transit Administration."

The CONTRACTOR is free to copyright material developed under the TRANSIT AGENCY with the provision that the DEPARTMENT and the US Department of Transportation reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use the work.

SECTION 14: CHANGES AND MODIFICATIONS

No changes or modifications in the manner, scope or type of work to be performed hereunder or the compensation to be paid by the DEPARTMENT hereunder shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in this Agreement.

SECTION 15: GOVERNING RULES AND REGULATIONS

The CONTRACTOR and its subcontractors shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this Agreement, including workman's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, the CONTRACTOR shall furnish the DEPARTMENT with satisfactory proof of its compliance therewith.

DEPARTMENT Administrative Order No. B-310-1-(1), or any revision or replacement thereof, shall be the governing regulation for all in-state and out-of-state travel. Reimbursement for travel shall not exceed the limits as set forth within the aforementioned document. All out-of-state travel must be preapproved by the DEPARTMENT prior to departure.

SECTION 16: EQUIPMENT COMPLIANCE

The CONTRACTOR shall certify to the DEPARTMENT that all vehicles purchased or otherwise obtained for use by the TRANSIT AGENCY complies with all Federal Motor Vehicle Pollution requirements and the Motor Vehicle Safety Standards as established by the US Department of Transportation.

SECTION 17: COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person specifically to solicit or secure this Agreement, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty the DEPARTMENT shall have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 18: SECTION 504 - REHABILITATION ACT OF 1973

The CONTRACTOR shall comply with the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794d) and the regulations of the US DEPARTMENT OF TRANSPORTATION issued thereunder (49 C.F.R. part 27) as amended. Services must be provided to elderly and persons with disabilities which are reasonable by comparison with the service provided to the general public.

SECTION 19: CERTIFICATE OF ELIGIBILITY

US Department of Transportation regulations (49 C.F.R. part 29) require that all contractors and consultant contractors execute a "Certificate of Eligibility" which is attached hereto as Attachment "C" and by reference incorporated herein and made a part hereof.

SECTION 20: CHARTER BUS REQUIREMENTS

The CONTRACTOR agrees to comply with all of the following:

To the extent required by federal law and regulations, FTA's "Charter Service" requirements apply to the CONTRACTOR and any third-party participant receiving funds

made available through 49 U.S.C 53 and 23 U.S.C. §133 or 23 U.S.C. §142. Applicants for assistance under 49 U.S.C. Chapter 53 will not be in violation of charter service regulations if the recipient provides a private intercity or charter transportation operator reasonable access to the recipient's federally funded public transportation facility, intermodal facility, park and ride lots, and bus-only highway lanes as specified in 49 U.S.C. § 5323(r) as amended by the FAST Act.

The CONTRACTOR and any third party agree not to engage in charter services except as permitted under 49 U.S.C. § 5323(d) and 49 C.F.R. part 604 and approved by the DEPARTMENT.

SECTION 21: SCHOOL BUS REQUIREMENTS

Pursuant to 49 U.S.C. § 5323(f) or (g) and 49 C.F.R. part 605, recipients nor any of their Third-Party participants receiving FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

SECTION 22: USE OF REAL PROPERTY, EQUIPMENTS, AND SUPPLIES

The CONTRACTOR agrees that the Federal Government retains a federal interest in all real property, equipment, and supplies acquired or improved for use in connection with a project (project property) until, and to the extent that, the Federal Government removes its federal interest.

- A. <u>FTA Requirements and Guidance for Use of Project Property</u> The CONTRACTOR agrees that:
 - (1) Satisfactory Continuing Control It will maintain continuing control of the use of its project property as satisfactory to FTA, which is defined as the legal assurance that project property will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.
 - (2) Appropriate Use It will use its project property for appropriate purposes (including joint development purposes as well as uses that provide program income to support public transportation) for the duration of the useful life of its project property, which may extend beyond the duration of the Award, and consistent with other requirements FTA may impose.
 - (3) Delay or Failure to Use Project Property The Federal Government may require it to return the entire amount of federal assistance spent on its project property if, during the useful life of its project property, the Recipient has unreasonably delayed using its project property, or failed to use its project property.
 - (4) Notification It will notify FTA immediately when it uses any of its project property in a manner substantially different from the representations in its application or other documents submitted in support of the Award, or the requirements of the accompanying Underlying Agreement, or it withdraws any of its project property from appropriate use.
 - (5) FTA Guidance It will consult FTA guidance through its circulars or other written documents for ways in which FTA property requirements should be implemented. FTA guidance will apply unless FTA determines otherwise in writing.

- B. <u>General Federal Requirements</u> The CONTRACTOR agrees to comply with the applicable U.S. DOT property management provisions contained in the U.S. DOT Common Rules and this Master Agreement. The CONTRACTOR also agrees that it will follow FTA's reimbursement provisions pertaining to premature dispositions of certain equipment, as provided in this Master Agreement and FTA guidance.
- C. <u>Maintenance</u> As provided under federal laws, regulations, and requirements, and as provided in federal guidance, the CONTRACTOR agrees to maintain its project property in good operating order, and comply with FTA's Transit Asset Management Program regulations when promulgated pursuant to 49 U.S.C. § 5326.
- D. <u>Property Records</u> The CONTRACTOR agrees that it will keep satisfactory records of its use of its project property, and, upon request, it will provide FTA the necessary information required to assure compliance with this Master Agreement.

E. Incidental Use

- (1) The CONTRACTOR agrees that any incidental use of project property will not exceed what is permitted under applicable federal requirements and federal guidance.
- (2) As provided in 49 U.S.C. § 5323(p), it may permit non-transit public entities and private entities to have incidental use of its federally assisted alternative fueling facilities and equipment, only if:
 - (a) The incidental use does not interfere with public transportation operations or violate the provisions of the Underlying Agreement and any Amendments thereto,
 - (b) It fully recaptures all the costs related to the incidental use from any non-transit public entity or private entity that uses the alternative fueling facilities or equipment,
 - (c) It uses revenues it receives from the incidental use in excess of costs for planning, capital, and operating expenses that are incurred in providing public transportation, and
 - (d) Private entities pay all applicable excise taxes on fuel.
- F. Reasonable Access for Private Intercity or Charter Transportation Operators The CONTRACTOR agrees that it must comply with 49 U.S.C. § 5323(r), and may not deny reasonable access for a private intercity or charter transportation operator to federally funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes. In determining reasonable access, capacity requirements of the Recipient of assistance and the extent to which access would be detrimental to existing public transportation services must be considered.
- G. Encumbrance of Project Property Absent the express consent of the Federal Government in writing, the CONTRACTOR agrees to preserve the federal interest in its project property, and to maintain satisfactory continuing control of its project property as follows:
 - (1) Written Transactions The CONTRACTOR agrees that it will not execute any documents that would either adversely affect the federal interest in or impair its continuing control of the use of its project property including, but not limited to, lease, transfer of title, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangements, such as a cross-border or leveraged lease, or other types of innovative financing arrangements, or any restriction, constraint, or commitment that may apply to the

project property. Upon request, the CONTRACTOR will provide a copy of any document described above to FTA.

- (2) *Oral Transactions* The CONTRACTOR agrees it will not obligate itself in any way through an oral statement to any third party with respect to its project property that would either adversely affect the federal interest in or impair its continuing control of the use of its project property.
- (3) Other Actions The CONTRACTOR agrees that it will not take any other action that would either adversely affect the federal interest in or impair its continuing control of the use of its project property.
- H. <u>Useful Life of Project Property</u> The CONTRACTOR agrees that:
 - (1) Determining the Useful Life FTA may establish the useful life of project property,
 - (2) Required Use It will use its project property continuously and appropriately throughout the useful life of that property,
 - (3) Expired Useful Life. When the useful life of its project property has expired, it will comply with FTA's disposition requirements, and
 - (4) *Premature Withdrawal* The Federal Government retains a federal interest in the fair market value of project property (including project equipment acquired by a state) prematurely withdrawn from public transportation use. The CONTRACTOR will notify FTA immediately when any of its project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.
 - (a) Amount of Federal Interest. The federal interest in the CONTRACTOR's or any of its Subrecipients' project property will be determined on the basis of the ratio of the federal assistance provided for that property to the actual cost of that property.
 - (b) Financial Commitments to the Federal Government. Except as otherwise approved in writing by the Federal Government, the CONTRACTOR agrees that if its project property is prematurely withdrawn from appropriate use:
 - 1. It will return an amount equal to the remaining federal interest in the withdrawn property to the Federal Government, or
 - 2. With FTA approval, it will invest an amount equal to the remaining federal interest in the withdrawn property in other transit property eligible for federal assistance provided through the Underlying Agreement.
- I. <u>Calculating the Value of Prematurely Withdrawn Project Property</u> CONTRACTOR agrees that the fair market value of project property prematurely withdrawn from use in support of the Award (including the fair market value of project equipment acquired or improved by a state) will be calculated as follows:
 - (1) Equipment and Supplies. The fair market value of project equipment or supplies will be calculated by straight-line depreciation, based on the useful life of that equipment or supplies as established or approved by FTA. The fair market value of the project equipment and supplies withdrawn from proper use will be based on the value of that property immediately before it was withdrawn from appropriate use irrespective of whether the project property was withdrawn from use due to fire, casualty, or natural disaster, and irrespective of the extent of insurance coverage.
 - (2) Real Property. The CONTRACTOR agrees that the fair market value of project real property shall be determined by:
 - (a) Competent appraisal based on an appropriate date as approved by FTA, consistent with U.S. DOT regulations, "Uniform Relocation Assistance and Real

Property Acquisition for Federal and Federally-Assisted Programs," 49 C.F.R. part 24,

- (b) Straight line depreciation of improvements to the project real property coupled with the value of the land determined by FTA on the basis of appraisal, or
- (c) Other applicable federal laws, regulations, requirements.
- (3) Exceptional Circumstances. The CONTRACTOR agrees that the Federal Government may require another method of valuation to be used to determine the fair market value of project real property withdrawn from service. In unusual circumstances, the CONTRACTOR may request permission to use another reasonable valuation method including, but not limited to accelerated depreciation, comparable sales, or established market values.
- J. <u>Insurance Proceeds</u> The CONTRACTOR agrees to use any insurance proceeds it receives for project property that has been damaged or destroyed (including insurance proceeds for project equipment acquired or improved by a state) as follows:
 - (1) Replacement It may apply those insurance proceeds to the cost of replacing that damaged or destroyed property,
 - (2) Another Purpose It may use those insurance proceeds for another authorized purpose, provided that it has obtained FTA's consent in writing, or
 - (3) Return to the Federal Government It may return to the Federal Government an amount equal to the amount of the remaining federal interest in that property that has been damaged or destroyed.
- K. <u>Misused or Damaged Project Property</u> If any damage to project property results from abuse or misuse occurring with the CONTRACTOR's knowledge and consent, the CONTRACTOR agrees to restore the project property that has been damaged to its original condition, or refund the value of the federal interest in its project property (including the remaining federal interest in project equipment acquired by a state), as the Federal Government may require.
- L. <u>Disposition of Project Property</u> The CONTRACTOR agrees that disposition of its project property may be made as provided by FTA's enabling legislation, 49 U.S.C. § 5334(h), U.S. DOT Common Rules, and the most recent edition of FTA Circular 5010.1F, "Grants Management Requirements," to the extent consistent with applicable federal laws, regulations, requirements, and guidance. The CONTRACTOR understands and agrees that under certain circumstances, the CONTRACTOR must obtain disposition instructions from FTA before disposing of project property, including real property, equipment including rolling stock, and supplies.
- M. <u>Responsibilities After Closeout</u> The CONTRACTOR agrees that closeout of the Award will not change the CONTRACTOR's property management responsibilities for its project property as provided in federal laws, regulations, requirements, and guidance effective now or at a later date, and as outline in FTA's Master Agreement as amended.

SECTION 23: TRANSIT ASSET MANAGEMENT

The CONTRACTOR agrees to develop a Transit Asset Management Plan that complies with federal transit laws, specifically 49 U.S.C. § 5326 and 5337(a)(4), federal regulations pertaining to the Transit Asset Management Program regulations, Performance Measures and Targets required to be issued by 49 U.S.C. § 5326(c)(1), and other applicable federal

laws, regulations, and requirements, and is consistent with federal guidance developed to be developed that implements 49 U.S.C. § 5326.

A. When Compliance is Required - The CONTRACTOR agrees to, and assures that each Third-Party Participant will comply with FTA's Transit Asset Management Program regulations when issued and follow federal guidance issued that implements transit asset management system provisions of 49 U.S.C. § 5326.

SECTION 24: PROPERTY INSURANCE

- A. <u>Flood Insurance</u> The CONTRACTOR agrees and assures that its third-party participants will agree as follows:
 - (1) It will have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing federal assistance to acquire, construct, reconstruct, repair, or improve that building).
 - (2) Each such building and its contents will be covered by flood insurance in an amount at least equal to the federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001 *et seq.*, whichever is less.
- B. <u>Other Insurance Requirements</u> It will comply with the insurance requirements normally imposed by its state and local laws, regulations, and ordinances.

SECTION 25: RELOCATION AND REAL PROPERTY

- A. <u>Relocation Protections</u> Irrespective of whether federal assistance is used to pay relocation costs required under federal laws and regulations, the CONTRACTOR agrees that it will:
 - (1) Provide fair and equitable treatment to displaced individuals and businesses that must be relocated as a result of any Project for which the FTA has provided federal assistance, and
 - (2) Comply with federal transit laws, specifically 49 U.S.C. § 5323(b), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601 *et seq.*, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs," 49 C.F.R. part 24.
- B. Nondiscrimination in Housing The CONTRACTOR agrees that when it must provide housing for individuals as a result of relocation, it will comply with Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. § 3601 et seq., and facilitate and follow Executive Order No. 12892, "Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing," January 17, 1994, 42 U.S.C. § 3608 note, except as the Federal Government determines otherwise in writing.
- C. <u>Prohibition Against the Use of Lead-Based Paint</u> The CONTRACTOR agrees that if it constructs or rehabilitates residential structures on behalf of individuals displaced by its any Project, it will not use lead-based paint, and it will comply with Section 401(b) of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b), and U.S. Housing

and Urban Development regulations, "Lead-based Paint Poisoning Prevention In Certain Residential Structures," 24 C.F.R. part 35.

- D. Real Property Acquisition Protections Irrespective of whether federal assistance is used to pay real property acquisition costs required to implement the Award, the CONTRACTOR agrees that it will provide fair and equitable treatment to owners of real property or interests in real property that must be acquired as a result of any Project, and comply with federal transit laws, specifically 49 U.S.C. § 5323(b), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601 et seq., and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs," 49 C.F.R. part 24.
- E. <u>Covenant Against Discrimination</u> The CONTRACTOR agrees to include a covenant in the title of the real property acquired for use in any Project that assures nondiscrimination during the useful life of that real property.
- F. <u>Recording the Title to Real Property</u> The CONTRACTOR agrees to record the federal interest in the title to real property used in connection with any Project if FTA so requires.
- G. <u>FTA Approval of Changes in Real Property Ownership</u> Unless it receives permission or instructions from FTA, the CONTRACTOR agrees that it will not dispose of, modify the use of, or change the title to real property used in any Project, or any other interests in the site and facilities used in any Project.

SECTION 26: CONSTRUCTION

- A. <u>Construction Plans and Specifications</u> The CONTRACTOR agrees to comply with all applicable statutes, regulations, and FTA guidance in the development and implementation of construction plans and specifications, including drafting, review, and approval, for the Award.
- B. <u>Seismic Safety</u> The CONTRACTOR agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701 *et seq.*, and U.S. DOT regulations, "Seismic Safety," 49 C.F.R. part 41, specifically, 49 C.F.R. § 41.117.
- C. <u>Supervision of Construction</u> The CONTRACTOR agrees to maintain competent and adequate engineering supervision at the construction site of any Project to ensure that the completed work conforms to the approved plans and specifications.
- D. <u>Construction Reports</u> For any Project or related activities involving construction, the CONTRACTOR agrees to provide progress reports and other relevant information or data, as required by FTA or the state in which construction takes place.
- E. <u>Major Capital Investment Projects</u> If the CONTRACTOR's Project involves a Major Federal Project, it agrees to comply with all applicable federal regulations, including FTA Regulations, "Major Capital Investment Projects,"49 C.F.R. part 611, and "Project Management Oversight," 49 C.F.R. part 633, to the extent that they are consistent with applicable FTA enabling legislation, and follow all applicable federal guidance.

SECTION 27: EMPLOYEE PROTECTIONS

- A. <u>Awards Involving Construction</u> The CONTRACTOR agrees to comply and assures that each Third-Party Participant will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the Underlying Agreement, including the:
 - (1) Prevailing Wage Requirements of:
 - (a) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act"),
 - (b) The Davis-Bacon Act, 40 U.S.C. §§ 3141 3144, 3146, and 3147, and
 - (c) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
 - (2) Wage and Hour Requirements of:
 - (a) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and
 - (b) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
 - (3) "Anti -Kickback" Prohibitions of:
 - (a) Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874,
 - (b) Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145,
 - (c) U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 C.F.R. part 3.
 - (4) Construction Site Safety of:
 - (a) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and
 - (b) U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.
 - B. Awards Not Involving Construction The CONTRACTOR agrees to comply and assures that each Third-Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
 - C. <u>Awards Involving Commerce</u> The CONTRACTOR agrees to comply and assures that each Third-Party Participant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 et seq. to the extent that the FLSA applies to employees

performing work with federal assistance provided through the Underlying Agreement involving commerce, and as the Federal Government otherwise determines applicable.

- D. <u>Public Transportation Employee Protective Arrangements</u> As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the CONTRACTOR agrees to comply and assures that each Third-Party Participant will comply with the following employee protective arrangements of 49 U.S.C.§ 5333(b) must be in effect:
 - (1) U.S. DOL Certification. When its Award, the accompanying Underlying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307-5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C.§§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The CONTRACTOR agrees that the certification issued by U.S. DOL is a condition of the Underlying Agreement and that the CONTRACTOR must comply with its the terms and conditions.
 - (2) Special Warranty. When its Underlying Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The CONTRACTOR agrees that U.S. DOL Special Warranty is a condition of the Underlying Agreement and the CONTRACTOR must comply with its terms and conditions.
 - (3) Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. The CONTRACTOR agrees, and assures that any Third-Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to any Subrecipient participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

SECTION 28: BUY AMERICA

The CONTRACTOR agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidelines including but not limited to domestic preference procurement requirements under 49 U.S.C. § 5323(j) and 49 C.F.R. part 661 in accordance with the requirements of the FAST ACT.

SECTION 29: ENERGY CONSERVATION REQUIREMENTS

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

SECTION 30: CLEAN AIR AND WATER REQUIREMENTS

The CONTRACTOR agrees to include adequate provisions in each third-party agreement exceeding \$100,000 to ensure that each Third-Party Participant will agree to report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities" and refrain from using any violating facilities.

The CONTRACTOR agrees to report violations to FTA and the Regional U.S. EPA Office and comply with the inspection and requirements of Section 206 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and as amended 42 U.S.C. §§ 7401-7671q; Section 508 if the Clean Water Act, as amended, 33 U.S.C. § 1368 and as amended 33 U.S.C. §§ 1251-1377.

SECTION 31: LOBBYING

The CONTRACTOR certifies compliance with the Anti-Lobbying Certification and Disclosure of Lobbying Activities for third-party contractors as mandated by 31 U.S.C. § 1352, as amended, of the Lobbying Disclosure Act of 1995. The CONTRACTOR also certifies that it will file, as "Attachment A" to this Agreement, the "Certification Regarding Lobbying", as required by U.S. Department of Transportation (DOT) implementing regulation, "New Restrictions on Lobbying," at 49 C.F.R. part 20; more specifically Section 20.110.

SECTION 32: FEDERAL CHANGES

The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the DEPARTMENT and FTA, as they may be amended or promulgated from time to time during the term of this agreement. The CONTRACTOR's failure to comply shall constitute a material breach of this Agreement.

SECTION 33: NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The CONTRACTOR agrees to submit all third-party agreements to the DEPARTMENT for review prior to execution of agreement. A copy of the final executed agreement will be provided to the DEPARTMENT.

The DEPARTMENT and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, that he Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the DEPARTMENT, CONTRACTOR, or any other party (whether or not a party to that agreement) pertaining to any matter resulting from the underlying contract.

The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

SECTION 34: PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3802 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR. Part 31; apply to its actions pertaining to this project. Upon execution of the underlying agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(I)(1) to the extent the Federal Government deems appropriate.

The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

SECTION 35: TERMINATION

- A. <u>For Convenience</u> the DEPARTMENT may, with the concurrence of FTA, terminate the project and cancel this Agreement by giving thirty (30) days written notice if the continuation of the program would not, in the DEPARTMENT's opinion, produce beneficial results commensurate with the further expenditure of funds.
- B. <u>For Cause</u> the DEPARMENT may, by written notice to the CONTRACTOR, terminate this Agreement for any of the following reasons:
 - (1) The CONTRACTOR discontinues providing transportation services to the general public.
 - (2) The CONTRACTOR takes any action pertaining to this Agreement without the approval of the DEPARTMENT and which, under the conditions set by this Agreement, would have required the approval of the DEPARTMENT.
 - (3) The commencement, execution or timely completion of the program by the CONTRACTOR is, for any reason, rendered improbable, impossible or illegal.
 - (4) The CONTRACTOR shall be in default under any provision of this Agreement.
- C. <u>Mutual Agreement</u> By mutual agreement and consent of the parties hereto this Agreement may be terminated.
- D. <u>Agreement Expiration</u> Termination of the Section 5339 Program, and the federal funding, will result in the expiration of this Agreement. Upon expiration, the

CONTRACTOR shall compile a report describing the operation of the TRANSTT AGENCY and submit same to the DEPARTMENT along with any data necessary for the DEPARTMENT's evaluation. The DEPARTMENT shall pay all claims in full up to the date of expiration.

SECTION 36: GOVERNMENTWIDE DEBARMENT AND SUSPENSION

The CONTRACTOR agrees to comply, and assures the compliance of each third-party contractor and subrecipient, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension", 49 C.FR. Part 29. The CONTRACTOR will file, as "Attachment B" to this Agreement, the "Certification Regarding Debarment and Suspension', as required.

SECTION 37: PRIVACY ACT

The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a.

The CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying agreement.

The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

SECTION 38: CIVIL RIGHTS REQUIREMENTS

The CONTRACTOR understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless the CONTRACTOR or a federal program, including the Tribal Transit Program or the Indian Tribal Recipient is specifically exempted from a civil rights statute, FTA and the DEPARTMENT require compliance with that civil rights statue, including compliance with equity in service:

- A. <u>Nondiscrimination in Federal Public Transportation</u> Programs The CONTRACTOR agrees to, and assures that it and each Third-Party Participant, will:
 - (1) Prohibit discrimination based on the basis of race, color, religion, national origin, sex, disability, or age.
 - (2) Prohibit the:
 - (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332,
 - (b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or
 - (c) Discrimination, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

(3) Follow:

- (a) The most recent edition of FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, and other applicable federal guidance that may be issued, but
- (b) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.
- B. <u>Nondiscrimination Title VI of the Civil Rights Act</u> The CONTRACTOR agrees to, and assures that each Third- Party Participant, will:
 - (1) Prohibit discrimination based on race, color, or national origin,
 - (2) Comply with:
 - (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.,
 - (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and
 - (c) Federal transit law, specifically 49 U.S.C. § 5332, and
 - (3) Follow:
 - (a) The most recent edition of FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance,
 - (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and
 - (c) All other applicable federal guidance that may be issued.

C. Equal Employment Opportunity.

- (1) Federal Requirements and Guidance. The CONTRACTOR agrees to, and assures that each Third-Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
 - (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.,
 - (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
 - (c) Comply with federal transit law, specifically 49 U.S.C. § 5332.
 - (d) FTA Circular 4704.1, "Equal Employment Opportunity Program Guidelines for Grant Recipients," July 26, 1988, and
 - (e) Follow other federal guidance pertaining to Equal Employment Opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability,
- (2) Specifics. The CONTRACTOR agrees to, and assures that each Third-Party Participant will:
 - (a) Prohibited Discrimination. As provided by Executive Order No. 11246, as amended by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations, ensure that applicants for employment are employed and employees are treated during employment

- without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent,
- (b) Affirmative Action. Take affirmative action that includes, but is not limited to:
 - 1. Recruitment advertising, recruitment, and employment,
 - 2. Rates of pay and other forms of compensation,
 - 3. Selection for training, including apprenticeship, and upgrading, and
 - 4. Transfers, demotions, layoffs, and terminations, but
- (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and
- (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:
 - (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and
 - (b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.
- D. <u>Disadvantaged Business Enterprise</u> To the extent authorized by applicable federal laws and regulations, the CONTRACTOR agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows:
 - (1) Statutory and Regulatory Requirements. The CONTRACTOR agrees to comply with:
 - (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note,
 - (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and
 - (c) Federal transit law, specifically 49 U.S.C. § 5332.
 - (2) DBE Program Requirements. A CONTRACTOR that receives planning, capital and/or operating assistance and that will award prime third-party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program meeting the requirements of 49 C.F.R. part 26, that is approved by FTA, and establish an annual DBE participation goal.
 - (4) Assurance. As required by 49 C.F.R. § 26.13(a):
 - (a) Recipient Assurance. The CONTRACTOR agrees and assures that:
 - 1. It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26,
 - 2. It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts,
 - 3. Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and
 - 4. Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.

- (b) Subrecipient/Third-Party Contractor/Third-Party Subcontractor Assurance. The CONTRACTOR agrees and assures that it will include the following assurance in each sub-agreement and third-party contract it signs with a Subrecipient or Third-Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third-Party Contractors, and Third-Party Subcontractors to include the following assurance in every sub-agreement and third-party contract it signs:
- 1. The Subrecipient, each Third-Party Contractor, and each Third-Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third-party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26,
- 2. The Subrecipient, each Third-Party Contractor, and each Third-Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted sub-agreements, third-party contracts, and third-party subcontracts, as applicable,
- 3. Failure by the Subrecipient and any of its Third-Party Contractors or Third-Party Subcontractors to carry out the requirements of this subparagraph 13.d(4)(b) is a material breach of this sub-agreement, third-party contract, or third-party subcontract, as applicable, and
- 4. The following remedies, or such other remedy as the CONTRACTOR deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third-Party Contractor, or Third- Party Subcontractor from future bidding as non-responsible.
- (5) Remedies. Upon notification to the CONTRACTOR of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq*.
- E. <u>Nondiscrimination on the Basis of Sex</u> The CONTRACTOR agrees to comply with federal prohibitions against discrimination on the basis of sex, including:
 - (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq.,
 - (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332.
- F. <u>Nondiscrimination on the Basis of Age</u> The CONTRACTOR agrees to comply with federal prohibitions against discrimination on the basis of age, including:
 - (1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 634, which prohibits discrimination on the basis of age,
 - (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625,
 - (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, which prohibits discrimination against individuals on the basis of age in the administration of Programs, Projects, and related activities receiving federal assistance,

- (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis or Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and
- (5) Federal transit law, specifically 49 U.S.C. § 5332.
- G. <u>Nondiscrimination on the Basis of Disability</u> The CONTRACTOR agrees to comply with the following federal prohibitions against discrimination on the basis of disability:
 - (1) Federal laws, including:
 - (a) section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities,
 - (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities:
 - 1. For FTA Recipients generally, Titles I, II, and III of the ADA apply, but
 - 2. For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer,"
 - (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,
 - (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
 - (e) Other applicable federal laws, regulations and requirements pertaining to access for seniors or individuals with disabilities.
 - (2) Federal regulations, including:
 - (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37,
 - (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27,
 - (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38,
 - (d) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39,
 - (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
 - (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36,
 - (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630,
 - (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F,
 - (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and
 - (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and

- (k) Other applicable federal civil rights and nondiscrimination guidance.
- H. <u>Drug or Alcohol Abuse Confidentiality and Other Civil Rights Protections</u> The CONTRACTOR agrees to comply with the confidentiality and civil rights protections of:
 - (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq.,
 - (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*, and
 - (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd 290dd-2.
- I. <u>Access to Services for Persons with Limited English Proficiency</u> The CONTRACTOR agrees to promote accessibility of public transportation services to persons with limited understanding of English by following:
 - (1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and
 - (2) U.S. DOT Notice, "DOT Policy Guidance Concerning CONTRACTORS' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005.
- J. <u>Other Nondiscrimination Laws, Regulations, Requirements, and Guidance</u> The CONTRACTOR agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination.
 - (1) Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, requirements, and guidance may be enforced as provided in those federal laws, regulations, or requirements.

SECTION 39: THE AMERICANS WITH DISABILITIES ACT NON-DISCRIMINATION CLAUSE

The CONTRACTOR assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the CONTRACTOR. The CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended by 29 U.S.C. § 794, The Americans with Disability Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, Federal transit law 49 U.S.C. § 5332, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, U.S. DOT regulations 49 C.F.R. part 37, part 27, part 39, and FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609.

Specifically, the following discriminatory actions are prohibited:

- (1) In providing any aid, benefit, or service, the CONTRACTOR will not directly or through contractual, licensing, or other arrangements, on the basis of disability:
 - (a) Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit or service.
 - (b) Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service that is not substantially equal to that afforded persons who do not have a disability.
 - (c) Provide a qualified person with a disability an aid, benefit or service that is not as effective in affording equal opportunity to obtain the same result, to gain the

same benefit, or to reach the same level of achievement as persons without disabilities.

- (d) Provide different or separate aid, benefits, or services to persons with disabilities or to any class of persons with disabilities unless such action is necessary to provide the aids, benefits or services that are as effective as those provided to persons without disabilities.
- (e) Aid or perpetuate discrimination against a qualified person with a disability by providing financial or other assistance to an agency, organization, or person that discriminates on the basis of disability.
- (f) Deny a qualified person with a disability the opportunity to participate in conferences, planning or advising opportunities.
- (g) Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage or opportunity enjoyed by others receiving an aid, benefit, or service.
- (2) For purposes of these assurances, aids, benefits, and services, to be equally effective, are not required to produce the identical result or level of achievement for disabled and nondisabled persons, but must afford persons with disabilities equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement, in the most integrated setting that is reasonably achievable.
- (3) Even if separate or different aids, benefits or services are available to persons with a disability, the CONTRACTOR will not deny a qualified person with a disability the opportunity to participate in the programs or activities that are not separate or different.
- (4) The CONTRACTOR will not, directly or through contractual or other arrangements, utilize criteria or methods of administration:
 - (a) That have the effect of subjecting qualified persons with a disability to discrimination on the basis of disability,
 - (b) That have the purpose or effect of defeating or substantially reducing the likelihood that persons with disabilities can benefit from the objectives of the program or activity, or
 - (c) That yield or perpetuate discrimination against another recipient of federal funds if both recipients are subject to common administrative control or are agencies of the same State.
- (5) In determining the site or location of a facility, the CONTRACTOR will not make selections:
 - (a) That have the effect of excluding persons with disabilities from, denying them the benefits of, or otherwise subjecting them to discrimination under any program or activity, or
 - (b) That has the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the program or activity with respect to persons with disabilities.
- (6) As used in these assurances, the aid, benefit or service provided under a program or activity includes any aid, benefit or service provided in or through a facility that

has been constructed, expanded, altered, leased or rented, or otherwise acquired, in whole or in part, with Federal financial assistance.

<u>Future Effect of Assurances</u> - Recipients of Federal financial assistance, and transferees of property obtained by a recipient with the participation of Federal financial assistance, are bound by the above assurances under the following circumstances:

- (1) When Federal financial assistance is provided in the form of a conveyance of real property or an interest in real property from the U.S. Department of Transportation, the instrument of conveyance shall include a covenant running with the land binding the recipient and subsequent transferees to comply with the requirements for so long as the property is used for the purpose of which the Federal financial assistance was provided or for a similar purpose.
- (2) When Federal financial assistance is used to purchase or improve real property, these assurances shall obligate the recipient to comply with the requirements and require any subsequent transferee of the property, who is using the property for the purpose for which Federal financial assistance was provided, to agree in writing to comply with the requirements. The obligations of the recipient and transferees shall continue in effect for as long as the property is used for the purpose for which Federal financial assistance was provided or for a similar purpose.
- (3) When Federal financial assistance is provided in the form of, or is used to obtain, personal property, these assurances shall obligate the recipient to comply with the requirements for the period it retains ownership or possession of the property or the property is used by a transferee for purposes directly related to the operations of the recipient.
- (4) When Federal financial assistance is used for purposes other than to obtain property, these assurances shall obligate the recipient to comply with the requirements for the period during which the Federal financial assistance is extended to the program or activity.

<u>Notice</u> - The CONTRACTOR will take appropriate initial and continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the CONTRACTOR that it does not discriminate on the basis of disability.

Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in agency publications and distribution of memoranda or other written communications.

<u>Effect of State or local law</u> - The obligation to comply with Section 504 of the Rehabilitation Act of 1973 is not obviated or affected by any State or local law.

SECTION 40: TRANSIT EMPLOYEE PROTECTIVE AGREEMENT

The CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Non-Urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The CONTRACTOR also agrees to include the applicable requirements in each

subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

SECTION 41: DRUG AND ALCOHOL TESTING

If applicable The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, as amended, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Oklahoma, or the DEPARTMENT, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655, or as amended, and review the testing process.

The CONTRACTOR further agrees to certify annually its compliance with Part 655 before October 1, 2025 and to submit the Management Information System (MIS) reports no later than March 15, 2026 to:

Division Manager, Office of Mobility & Public Transit Division Oklahoma Department of Transportation 200 NE 21st Street, Suite C-1B Oklahoma City, OK 73105-3204

To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

SECTION 42: INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1G, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any DEPARTMENT requests which would cause the DEPARTMENT to be in violation of the FTA terms and conditions.

SECTION 43: TRAFFICING IN PERSONS

The CONTRACTOR and its subcontractor agrees' to comply and assures the compliance, with federal requirements and guidance, including:

- 1. Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and;
- 2. The terms of this section 4.g, which has been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 C.F.R. part 175, per U.S. OMB's direction.

SECTION 44: PUBLIC TRANSPORTATION SAFETY PROGRAM

When FTA directs it to do so, the Recipient agrees to develop a Public Transportation Safety Plan that complies with federal transit laws, specifically 49 U.S.C. § 5329, and other federal laws, regulations, and requirements applicable to the Recipient or its Award, the accompanying Underlying Agreement, and any Amendments thereto, and is consistent with any federal guidance that may be issued that implements 49 U.S.C. § 5329.

SECTION 45: BREACHES AND DISPUTES RESOLUTION

- A. <u>Disputes</u> The parties hereto have entered into this contract in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. A non-binding mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by both parties. If mediation is not successful, venue for any action brought to enforce the terms of this contract shall be Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by that party in such litigation.
- B. <u>Performance during Dispute</u> Unless otherwise directed by the DEPARTMENT, the CONTRACTOR shall continue performance under this Agreement while matters in dispute are being resolved.
- C. <u>Claims for Damages</u> Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- D. <u>Remedies</u> Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the DEPARTMENT and the CONTRACTOR arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Oklahoma.
- E. Rights and Remedies The duties and obligations imposed by the Agreement documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the DEPARTMENT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- F. <u>Governing Law and Venue</u> Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

- G. Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.
 - (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
 - (3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

SECTION 46: THIRD-PARTY CONTRACT WARRANTIES

The CONTRACTOR shall include the above required clauses contained in Sections 5 through 11 and 13 through47 in all subcontracts entered into pursuant to this Agreement, and shall include the following provision in any sub-agreement it enters into with a private entity as defined in section 4.g(2)(c) of the FTA Master Agreement:

<u>MANGUM REGIONAL MEDICAL CENTER</u> agrees that it and its employees that participate in the Recipient's Award, may not:

- 1. Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect,
- 2. Procure a commercial sex act during the period of time that the Recipient's Award is in effect, or

3. Use forced labor in the performance of the Recipient's Award or sub-agreements thereunder.

SECTION 47: HOLD HARMLESS CLAUSE

The CONTRACTOR shall hold harmless the DEPARTMENT and the US Department of Transportation from all claims and liability due to its negligent acts or omissions or the negligent acts or omissions of its subcontractors, agents or employees or any violation of the conditions of the Section 5333(b) Warranty during the course of this Agreement.

SECTION 48: ENTIRE AGREEMENT

This Agreement reduces to writing all prior understandings, negotiations or agreements between the DEPARTMENT and the CONTRACTOR relating to this Agreement; and further, that this Agreement constitutes and embodies the full and complete understanding of the parties hereto.

SECTION 49: SEVERABILITY

If the fulfillment of any provision of this Agreement or any transaction relating thereto shall be found by a competent court of law to be unlawful or to exceed legal limitations as may be imposed by law, that provision shall be severed from this Agreement and that provision only shall be ineffective and the remainder of this Agreement shall remain operative and in full force and effect.

SECTION 50: NOTICES

All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the Agreement shall be in writing and shall be deemed to have been properly given or sent:

If intended for the DEPARTMENT, mailing first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid addressed to:

Oklahoma Department of Transportation Office of Mobility & Public Transit Division 200 NE 21st Street Room, C -1A Oklahoma City, OK 73105-3204

If intended for the TRANSIT AGENCY, by mailing by first class or mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid addressed to:

Attention: Kelley Martinez

Mangum Regional Medical Center

1 Wickersham Drive Mangum, OK 73554

FEDERAL AWARD INFORMATION

Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities

CFDA #20.513

Federal Award Identification Number (Fain) – OK-2025-010

Total Amount of Fed Award: \$2,596,886.00

Period of Performance: 2025 – 2030

Budget Period Start and End Date: April 2025 – April 2030

FTA Recipient:

Oklahoma Department of Transportation 200 NE 21st St, Oklahoma City, OK 73105 Attention: Jared Schwennesen

(405) 521-4302

jschwennesen@odot.org

Oklahoma Department of Transportation (ODOT) Subrecipient Information:

UEI Name: Mangum Regional Medical Center

UEI # S1BXCM7EUMG6

Federal Award Project Description (FFATA):

Enhanced Mobility of Seniors and Individuals with Disabilities (49 U.S.C. 5310) for the specific purpose of providing transportation services to meet the special needs of seniors and individuals with disabilities for whom mass transportation services are unavailable, insufficient, or inappropriate.

Project Federal Award Date: <u>04/08/2025</u> Is this Project Research and Development: <u>No</u>		
Subrecipient Required Match Amount for this Project: \$21,177 Subrecipient Approved Indirect Cost Rate: N/A	7.00	
Approved Federal Budget: _\$3,121,474.00 Amount of Federal Funds Obligated by this Agreement: \$120,000.00 Total Amount of Federal Funds Awarded (including this agreement): \$120.000.00		
Grant: OK-2025-010 POP:2025 to 2030	\$120,000.00	
Grant: OK-XXXX-XXX POP:XXXX to XXXX	\$	
Grant: OK-XXXX-XXX POP:XXXX to XXXX	\$	

EXECUTION OF AGREEMENT

IN WITNESS HEREOF, the Deputy Director, pursuant to authority vested in them by the State Transportation Commission, has here into subscribed their name as Deputy Director of the Oklahoma Department of Transportation and Mangum Regional Medical Center has executed same pursuant to authority prescribed by law. The official execution date for the CONTRACTOR and the DEPARTMENT contract is the latest signature on this page.

FOR THE CONTRACTOR

MANGUM REGIONAL MEDICAL CENTER	
Kelley Martinez Administrator	Federal Tax I. D. Number
State of: OKLAHOMA) ss: County of: GREER)	
Subscribed and sworn to before me this	_ day of, 2025
Notary Public	Commission Expiration Date
AFFIX SEAL	Commission Number
FOR THE DEPARTMENT	
STATE OF OKLAHOMA DEP	ARTMENT OF TRANSPORTATION
REVIEWED AND RECOMMENDED FOR APPROVAL	APPROVED AS TO FORM
Jared Schwennesen Date Multimodal Division Manager	David Miley Date Assistant General Counsel
Dawn Sullivan Date Deputy Director	

Item 14.

ATTACHMENT A - LOBBYING (31 U.S.C. § 1352; 49 C.F.R. part 20)

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the recipient.

EXECUTE THE FOLLOWING

ATTACHMENT A - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned Kelley Martinez, certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Any person who fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The CONTRACTOR, Mangum Regional Medical Center, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3802, *et seq.*, apply to this certification and disclosure, if any.

Signature of Kelley Martinez	Date
Administrator	
Mangum Regional Medical Center	

ATTACHMENT B - GOVERNMENTWIDE DEBARMENT AND SUSPENSION (49 C.F.R. part 29)

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by:

- (a) Checking the Excluded Parties List System,
- (b) Collecting a certification from that person, or
- (c) Adding a clause or condition to the contract or subcontract.

This represents a change from prior practice in that certification is still acceptable but is no longer required.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 C.F.R. part 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

EXECUTE THE FOLLOWING

ATTACHMENT B - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

This Agreement is a covered transaction for purposes of 49 C.F.R. part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR part 29.905, are excluded or disqualified as defined at 49 CFR part 29.940 and 29.945.

The CONTRACTOR is required to comply with 49 CFR part 29, Subpart C and must include the requirement to comply with 49 CFR part 29, Subpart C in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the agency, Mangum Regional Medical Center. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the agency, Mangum Regional Medical Center, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Kelley Martinez	 Date
Administrator	
Mangum Regional Medical Center	

ATTACHMENT C - US DEPARTMENT OF TRANSPORTATION REQUIRED CERTIFICATION OF ELIGIBILITY

STATE OF:	OKLAHOMA) ss:
COUNTY OF:	GREER)

AFFIX SEAL

- I, Kelley Martinez, of lawful age, being duly sworn on oath or affirmation and under penalty of perjury under the laws of the United States and the State of Oklahoma, states:
 - 1. That (s)he is the Prospective Participant or fully authorized agent of the Prospective Participant in this project which involves federal funding, and has full knowledge and authority to make this certification.
 - 2. That, except as noted below, the Mangum Regional Medical Center or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or accountant, project superintendent, or any person in a position involving the administration of federal funds:
 - a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
 - b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; and
 - c. Does not have a proposed debarment pending; and
 - d. Has not been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years, except:

If none, enter the word "NONE" on the line above.	
For any exception noted, indicate to whom it applies, false information may result in criminal prosecution or	, initiating agency, and dates of action. Providing
Signature of Kelley Martinez Administrator Mangum Regional Medical Center	Date

ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, in and for the State of Oklahoma, on this day personally appeared Kelley Martinez, known to me to be the person whose name is subscribed to the foregoing instrument as the maker thereof, whether as an individual, a member of said co-partnership, or authorized agent, or officer of said Corporation, and acknowledged to me that (s)he executed the same as his/her free and voluntary act and deed for the purpose and reconsideration therein expressed, and in the capacity therein set forth.

Witness my hand and seal of office this	day of	, 2025
Notary Public	My Commiss	sion Expires

STATUTORY CERTIFICATION

The undersigned hereby certifies to the following statutory requirements:

- A. Pursuant to Title 74 O.S. § 85.22, I certify:
 - 1. I am the duly authorized agent of the contractor, for the purpose of certifying facts pertaining to the existence of collusion among and between bidders and suppliers and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with the prospective acquisition;
 - 2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in events leading to the acquisition or submission of such bid; and
 - 3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party:
 - a. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.
- B. I certify pursuant to 74 OS §85.22, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.
- C. I certify pursuant to Title 74 O.S. § 85.42, that no person who has been involved in any manner in the development of this Agreement while employed by the State of Oklahoma shall be employed to fulfill any of the services provided under this contract.
- D. That, to the best of my knowledge and belief, the contractor has not previously entered into a contract with the Oklahoma Department of Transportation or any other agency of the State of Oklahoma which could result in a substantial duplication of the services required by this contract.
- E. That the contractor has registered and fully participates in the Status Verification System, as required by Title 25 O.S. § 1313(B)(1), to verify the work eligibility status of all new employees of the contractor.
- F. In full compliance with Title 74 O.S. § 582, the contractor certifies that the contractor is not currently engaged in a boycott of goods or services from Israel.

Certified by the contractor's authorized representative, DATED:	-
CERTIFIER	