

## Agenda Mangum City Hospital Authority 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 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**

#### **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 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
- 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 Delinquencies-none to report.

#### **FURTHER DISCUSSION**

#### **REMARKS**

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

#### **REPORTS**

15. Financial Report for February 2025

#### **OTHER ITEMS**

- <u>16.</u> 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.
- 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
- **18. Discussion and Possible Action to Approve** the Port53 Technologies quote for new Firewall hardware and Meraki MX Cloud MX75 Advanced software.
- 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
- **20. Discussion and Possible Action to Approve** the MedPro professional and general liability insurance quote.
- **21. Discussion and Possible Action to Approve** the FourTrust91 Partners cyber insurance policy quote or the CRC cyber insurance policy quote offered by Lloyds of London.
- **23. Discussion and Possible Action to Approve** the MRMC Wolters Kluwer Lippincott Procedures software proposal to provide an electronic database for nursing procedures.
- **24. Discussion and Possible Action to Approve** the appointment Denise Jackson RN as the Risk Manager for MRMC for 2025

#### **EXECUTIVE SESSION**

- **25.** Discussion and possible action to enter into executive session for the review and approval of **medical staff privileges/credentials/contracts** for the following providers pursuant to 25 O.S. § 307(B)(1):
  - Credentialing
  - o Michelle Sturdivant, APRN-CNP- Courtesy Privileges
  - Contracts
  - o Dr. Fei-LingYeh, D.O.

#### **OPEN SESSION**

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

#### STAFF AND BOARD REMARKS

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

#### **NEW BUSINESS**

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

#### **ADJOURN**

Motion to Adjourn

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

Steve Kyle, Secretary	



# Minutes Mangum City Hospital Authority Session February 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 February, 25th 2025 at 5:30PM, 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 05:00 pm.

#### **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

City Manager Erma Mora City Attorney Cory Kendall City Clerk Steve Kyle

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 to approve consent agenda items as presented.

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

- 1. Approve January 28, 2025, regular meeting minutes as present
- 2. Approve January 2025 Medical Staff Minutes
- 3. Approve January 2025 Quality Report
- 4. Approve January 2025 Clinic Report
- 5. Approve January 2025 CCO Report

- 6. Approve January 2025 CEO Report
- 7. Approve the following forms, policies, appointments, and procedures previously approved, on 02/13/2025 Quality Committee and on 02/20/2025 Medical Staff.

**Discussion and Possible Action to Approve the Policy and Procedure:** FMWC-001 Consent for Wound Debridement Procedure.

**Discussion and Possible Action to Approve the Policy and Procedure:** WCS-001 Wound Assessments by Admission Nurse and Wound Care Team.

**Discussion and Possible Action to Approve the Policy and Procedure:** WCS-002 Wound Prevention.

**Discussion** related to HIM Delinquencies-none to report.

#### **FURTHER DISCUSSION**

None.

#### **REMARKS**

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

None.

#### **REPORTS**

Financial Report given by Adrian Brownen.

<u>January 2025 Financial Statement Overview</u>

- Statistics
- o The average daily census (ADC) for January 2025 was 11.45 up 2 days from December 2024.
- o Year-To-Date Acute payer mix was approximately 84% MCR/MCR Managed Care combined.
  - o Year-To-Date Swing Bed payer mix was 93% MCR & 7% MCR Managed Care.
- Balance Sheet Highlights
  - o The cash balance as of January 2025 was 521,000.
  - o Days cash on hand, inclusive of reserves, was 10.8 days due to cash receipts.
  - o Cash receipts were a little over \$1.11M an increase of 216,000 from last month and a decrease of 150,00 from last year's monthly average.
- Income Statement Highlights
  - o Net patient revenue for January 2025 was \$1.40M, which is approximately an increase of 216,00 from last month and a decrease of 150,00 from last year's monthly average.
  - o Operating expenses, exclusive of interest & depreciation, were \$1.4M for January 2025.
  - o 340B revenue was \$24K in January 2025.

- Clinic (RHC) Income Statement Highlights actual & projected (includes swing bed rounding):
  - o Current month average visits per day = 8.4
  - o Projected operating revenues (YTD) = \$32K
  - o Projected operating expenses (YTD) = \$81K
  - o Projected operating loss (YTD) = -(\$49K)
- 8. Financial Report for January 2025

#### **OTHER ITEMS**

**9. Discussion and Possible Action to Approve** PYA, PC-Engagement Letter for FY 2024 Medicare Cost Report Services

Martinez explained that they need the approval letter for them to start on their cost reports for 2024. He says this can be terminated at any time.

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

**10. Discussion and Possible Action to Approve** the CNA renewal policy for Directors and Officers and Employment Practices liability insurance policy coverage.

Martinez stated this is the only company we can go with due to financials.

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

**11. Discussion and Possible Action to Approve** the Clean Uniform Company agreement, to provide linen services to the hospital, clinics, dietary, and ancillary service areas.

Martinez stated the prior 3yr non-renewable linen agreement with Vestus/Airmark is ending. A visit by Vestus/Airmark brought up concerns sparking desire to go with another company. We are currently paying Vestus/Airmark 2,800 to 3,400 p/wk. The new company Clean Linen, a division of Unifirst, provided an offer of 1,000 p/wk.

Webb brought up discrepancy in cost. Martinez acknowledged this stating that Vestus/Airmark, trying to continue business, offered 2,892 p/wk down from 3,400. Martinez continued that the agreement could be cancelled at any time. Webb continued stating this difference was still concerning. Martinez agreed. Webb inquired if any other Cohesive managed facilities have switched. Martinez stated 1 is currently switching with the remainder to switch as contracts come up. Webb inquired if Clean Linen was associated with Cohesive. Martinez stated no. Martinez added this would be a 3yr agreement with no price increase and termination at any time.

Ford inquired as to plan if contract did not work out would they go back to Vestus/Airmark. Martinez answered no stating the current infection control nurse would not want to go back to Airmark.

Motion to approve

Motion made by Trustee Webb, Seconded by Trustee Hopper.

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

**12. Discussion and Possible Action to Approve** the termination of the Vestis/Aramark linen agreement.

Ford asked if the agreement with Clean Linen did not work out, would we go back to Airmark. Martinez indicated we would not. He continued that the Infection Control nurse would not approve to going back to Airmark. It was discussed that cost and concerns indicated the termination of Vestis/Airmak should be terminated.

Motion was approved.

Motion made by Trustee Vanzant.

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

**13. Discussion and Possible Action to Approve** the Heartland Pathology Contract Renewal to provide anatomic pathology services and medical directorship for Mangum Regional Medical Center

Martinez stated the monthly charge of 1,050 has not changed in 3 years and is renewed annually.

Motion was approved.

Motion made by Trustee Webb, Seconded by Trustee Hopper.

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

**14. Discussion and Possible Action to Approve** the ContractSafe Renewal invoice to hold all MRMC's contracts in one secure online location.

Martinez stated the contracts were secure in a cloud location and everyone in the Cohesive corporate network could access them. The cost is 8,300 with cost savings of \$1,833 per facility.

Webb inquired as to a difference with other programs such as One Note or One Drive. Martinez stated he did not know the difference and someone else would need to answer that. Martinez stated he had delt with Contract Safe and another policy manager and these were about the same.

Motion was approved

Motion made by Trustee Webb, Seconded by Trustee Ford.

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

**15. Discussion and Possible Action to Approve** the TigerConnect-Order form for HIPAA compliant messaging communication services.

Martinez indicated this was for secure communication between all 5 facilities. The cost is 11.45 p/user p/mo. with 73 users. Secure messaging is required and used multiple times a day. Cohesive covered the first year. Lisa Hopper followed Martinez's statement that this was shared with all other facilities. Martinez stated this is not shared it is per user.

After the motion and 2nd, Lively requested as to its usage in a clinical way. Martinez provided an example of a patient starts to deteriorate, the ER or off-site provider could be messaged with patient information and condition securely. It is also utilized for new orders, patient status changes, and any additional communications. This information is archived and retrievable.

Vanzant inquired about the agreement indicating the 2nd year was to be 10.00 p/user. Martinez stated this was prior under Cohesive and Cohesive would have needed to lock in at that time. This agreement is 11.42 with MRMC facility. in the future, the price will be locked in. Vanzant asked if this was needed in the day-to-day operations. Martinez stated ves.

The motion was approved.

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

**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.

Martinez stated that ODOT has still not received the funds from the federal government to release us to purchase the van through the grant that was applied for and received. Since they want to get the Strong Minds program up and running, they have Mediryde vans that could be leased at 350 p/mo with the facility providing insurance. Martinez indicated this was not a bad price. He did not know when the state/federal funds would be available.

Hall inquired if a provider was available. Martinez said yes.

Vanzant noted this was a one-year lease. Martinez stated it could be terminated with a 30-day notice.

Webb requested confirmation that Mediryde was a Cohesive company. Martinez stated yes.

Lively asked what the plan was when this grant (State/Federal) falls in. Martinez stated he did not know. He went on to say that they would continue to lease the van. They did not want to continue the lease and as planned; they wanted to get the big van. This van or a lease would also offset the high cost of transporting other patients by ambulance or ambulance to other facilities.

Vanzant requested the Attorney provide legal opinion on item 2 in contract. Attorney stated this was a 1-year term with auto-renew for 1 year with a 30-day termination clause. Vanzant asked if the attorney was ok with a termination clause. The attorney indicated he was ok with the 30-day termination clause.

Lively inquired as to the use and maintenance with MRMC required to maintain/fix the van in the event of something like the transmission going out as risky for a vehicle we don't own. Webb noted the vehicle has 120,000 miles which Martinez agreed. Hopper asked if this was a gas engine which Martinez stated yes. Webb inquired as to the age which Martinez answered it was a 2019.

Lively stated this seemed similar to a previous situation from Carnegie where the vehicle was never used. Martinez confirmed the vehicle was leased or rented and never used.

Vanzant went on with the concern of a major item going out, could the lease be terminated? Martinez stated he could ask Cohesive about the various concerns, and this could be brought back next month.

Vanzant asked if the motion was approved, how long before the program could begin. Martinez stated it could be in as little as week. Vanzant then asked financially what would Strong Minds contribute. Dennis replied stated the financial impact would be seen in November 2025 and real time from this forward. Dennis indicated that he could run the numbers and get back with the projected income. Martinez reiterated that the van would be used for the Strong Mind program as well as for patient transport.

Webb repeated his concerns of lease plus repairs. Vanzant added concerns.

Vanzant made a motion to approve with conditions. Webb stated he would 2nd with caveat that this be placed on agenda next month with additional information. Attorney stated the motion could be approved by a contract with amendments. The attorney noted the distinction between normal wear and tear vs negligence.

The discission was made to table the item.

No Action.

**17. Discussion and Possible Action to Approve** the appointment Meghan Smith RN of the Infection Preventionist at Mangum Regional Medical Center for 2025

Martinez stated this is a yearly appointment. Meghan Smith was in the position for all of 2024.

Item approved.

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 HIPAA Security Officer Desirae Galmor at Mangum Regional Medical Center for 2025.

Martinez stated this is a yearly appointment.

Motion to approve.

Motion made by Trustee Lively, Seconded by Trustee Webb.

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

**19. Discussion and Possible Action to Approve** the Compliance Officer Denise Jackson at Mangum Regional Medical Center for 2025

Motion to approve

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

**20. Discussion and Possible Action to Approve** the HIPAA Privacy Officer Jennifer Dreyer at Mangum Regional Medical Center for 2025.

Motion to approve.

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

#### 21. Discussion and follow up regarding the helipad at the MRMC campus

Martinez discussed the current options for building a helipad at the MRMC campus. All board members and attorney presented concerns over the cost and location of this project. It was determined that due to the high cost, lack of an ideal location, logistics of project and suitability of current landing zone in the parking lot, the project needed further investigation and options. Martinez concurred and will follow up with additional information.

No action.

#### **22. Discussion and follow up** regarding the MRMC RHC.

Martinez discussed the options for MRMC RHC of moving the clinic, keeping the current location and closing the clinic regarding the current financial concerns. Martinez stated the daily census is up from 6.73 December 2024 to 8.41. All board members and the attorney brought up and discussed concerns including cost of relocation, sustaining current losses, cost of relocation, financial impact to the hospital, continuity of care as well as community acceptance and involvement.

All board members and the attorney raised concerns. These with additional options for maintaining the viability of MRMC RHC were discussed. Trustee Vanzant asked if the continuation of the clinic was causing irreparable harm to the hospital. Via phone Dennis of Cohesive stated he did not think the continuation of the clinic was causing irreparable harm

to the hospital. Dennis continued that most RHC run at a loss; however, the referrals, community service as well as many additional things benefit the hospital.

No action

#### **EXECUTIVE SESSION**

- 23. 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):
  - Credentialing
  - o Brittany Nelms, APRN-CNP -Allied Health Professional- Courtesy Privileges
  - o Michelle Sturdivant, APRN-CNP- Temporary Privileges

Motion made to enter executive session.

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

Entered into executive session at 06:37pm.

\*Chairman Vanzant had to leave meeting at 06:35pm.

Trustee Lively declared out of executive session at 06:41pm.

#### **OPEN SESSION**

24. Discussion and possible action in regard to the executive session

Motion to approve credentials for Brittany Nelms and Michelle Surdivant.

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

#### STAFF AND BOARD REMARKS

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

None.

#### **NEW BUSINESS**

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

None.

ADJOURN  Motion to Adjourn	
Motion to adjourn at 06:40pm.	
Motion made by Trustee Webb, Seconded by Trustee L Voting Yea: Trustee Lively, Trustee Ford, Trustee Hopp	
Carson Vanzant, Chairman	Steve Kyle, City Clerk



## **Clinic Operations Report**

## **Mangum Family Clinic**

## February 2025

Monthly Stats	February 2024	February 2025
Total Visits	178	183
Provider Prod	92	156
RHC Visits	160	176
Nurse Visits	0	2
Televisit	0	0
Swingbed	18	5

Provider Numbers	RHC	TH	SB
Ogembo	156	0	0
Chiaffitelli	0	0	5
Sanda	27	0	0
Other	0	0	0

Payor Mix	
Medicare	35
Medicaid	43
Self	11
Private	94

Visits per Geography	
Mangum	117
Granite	14
Willow	5
Duke	4

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

#### **Clinic Operations:**

Provider coverage was excellent this month, with no gaps in coverage.

#### **Quality Report:**

Improvement Measure	Actual	Goal	Comments	
Reg Deficiencies	0	0	10 audited	
Patient Satisfaction	9	5	6-excellent; 3-good	
New Patients	27	10	Extremely impressive	
No Show	9	<12%	9 no shows for the month	
Expired Medications	0	0	None noted.	

#### Outreach:

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

#### **Summary:**

Mangum Clinic continues to stand strong in serving the community. The month of February the clinic saw a decrease in no show appointments.

"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 Regional Medical Center Medical Staff Meeting Thursday February 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

#### **NON-MEMBERS PRESENT:**

Kelley Martinez, RN, CEO Chelsea Church, PharmD Nick Walker, RN, CCO Meghan Smith, RN, Infection Preventionist Chasity Howell, RN – Utilization Review Lynda James, LPN – Pharmacy Tech

- 1. Call to order
  - a. The meeting was called to order at 12:57 pm by Dr. John Chiaffitelli, Medical Director.
- 2. Acceptance of minutes
  - a. The minutes of the January 23, 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

Patient rounds continue to provide positive feedback from our patients.

- Our census is back up for Month of January.
- Flu and Covid numbers continue to increase in Mangum and the State.

- As you all know, the roof project is ongoing we are getting closer and will be working with an architect for plans and to Send out the BID packets.
- The Strong Mind Nurse Practitioner has started for the Cohesive. She is training in the month of January with other facility counselors, and we are hoping to get our program in March we were aiming for February, but some obstacles did not allow that to happen.
- 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 at the clinic.
- o Looking at clinic collections for January we collected a total of \$1,068.36 up from \$563.96 at time of service.
- o In the Month of January, the hospital had total patient payments of \$8,501.86.

Written report remains in the minutes.

#### 5. Committee / Departmental Reports

- a. Medical Records November, 2024, December, 2024 and January, 2025
  - 1. November Notes, summaries, and HPs were completed. Dr Davenport received a new phone and it had to be set up for DrFirst.
  - 2. December All the missing documentation was completed.
  - 3. January David Arles, APRN received a new phone and it had to be set up for DrFirst. Missing Progress Notes are in the process of being completed.

Written reports remain in the minutes.

#### b. Nursing

#### Patient Care

- MRMC Education included:
  - Nursing documentation/updates are communicated to Nursing staff weekly.
    - Nurse meeting scheduled for 2/12/2025.
  - 2. Pyxis is now live with great support from our nurses, Pharmacy, Cohesive IT, and BD Phxis.
- 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 3 HAI, or 0 MDRO for the month of January, 2025.

#### Client Service

- Total Patient Days for January 2025 were 333. This represents an average daily census of 10.7.
- January 2025 COVID-19 statistics at MRMC: Swabs (0 PCR & 76 Antigen) with 7 positive.
- January, 2025 Influenza statistics at MRMC: 8 Flu A 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. Two 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. Possible change in vendor.

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 February EOC meeting.
- d. Room 30 Remodel-Walls repaired will paint 12-11-2024 Complete 12-19-2025
- i.i.i. New Business
  - a. Appoint Safety Officer for 2025 Mark Chapman appointed Safety Officer
  - b. Approve 2025 Hospital HVA Assessment Tabled Written report remains in minutes.
- e. Laboratory
  - i. Tissue Report None Approved
  - i.i. Transfusion Report Approved
    Written report remains in minutes.
- f. Radiology
  - i. There was a total of 178 X-Rays/CT/US
  - i.i. Nothing up for approval
  - i.i.i. Updates:
    - No updates

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 December 19, 2024. The next P&T Committee meeting will be held in March, 2025.

i.i.i. Sterile Cipro IV and Levaquin 750mh IV have been added to the shortage list.

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
    - $\circ$  Grievance -0
    - $\circ$  Fall with no injury 1
    - $\circ$  Fall with minor injury -0
    - $\circ$  Fall with major injury 0

- $\circ$  Death 2
- AMA/LWBS 3 ER AMA 1 In-Pt AMA
- Quality
  - Quality Minutes
- HIM H&P Completion 100%
   Progress Note completion 1 In Pt Progress Note
- Med event 3
- After hours access was 71

Written report remains in the minutes.

- k. Utilization Review
  - i. Total Patient days for December: 281
  - i.i. Total Medicare days for December: 194
  - i.i.i. Total Medicaid days for December: 11
    - iv. Total Swing Bed days for December: 171
    - v. Total Medicare SB days for December: 139

Written reports remain in the Minutes.

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

#### 6. New Business

a. Review & Consideration of Approval of Policy & Procedure: MRMC Consent for Wound Debridement

**i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve Policy & Procedure - MRMC Consent for Wound Debridement.

b.Review & Consideration of Approval of Policy & Procedure: MRMC Wound Assessments by Nurse and Wound Care Team Policy

**i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve Policy & Procedure – MRMC Wound Assessments by Nurse and Wound Care Team Policy.

c Review & Consideration of Approval of Policy & Procedures: MRMC – Wound Prevention Policy

**i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve Policy & Procedure MRMC – Wound Prevention Policy.

- d Review & Consideration of Approval of 2025 Safety Officer Appointment Mark i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve Appointment of Mark Chapman to the 2025 Safety Officer.
- e.Review & Consideration of Approval of 2025 HIPAA Privacy Officer Appointment Jennifer Dreyer

**i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve Appointment of Jennifer Dreyer to the 2025 HIPAA Privacy Officer.

f.Review & Consideration of Approval of 2025 Compliance Officer Appointment – Denise Jackson

- **i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve Appointment of Denise Jackson to the 2025 Compliance Officer.
- g.. Review & Consideration of Approval of 2025 HIPAA Security Officer Appointment Desirae Galmore
  - **i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve Appointment of Desirae Glamor to 20225 HIPAA Security Officer.
- h. Review & Consideration of Approval of 2025 Infection Preventionist Meghan Smith **i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve Appointment of Meghan Smith to 2025 Infection Preventionist.
- i. Review & Consideration of Approval of 2025 Risk Manager Denise Jackson **i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve Appointment of Denise Jackson to 2025 Risk Manager.

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	- J	

a. Dr Chia	ffitelli made a motion to adjourn the med	eting at 1:15	
	Medical Director/Chief of Staff	 Date	

### Quality and Patient Safety Committee Meeting Agenda for Feb 2025 and Meeting Minutes for Feb 2025

Meeting Location: OR	Reporting Period: Jan 2025		
Chairperson: Dr Gilmore	Meeting Date: 02/13/2025	Meeting Time: 14:00	
Medical Representative: Dr Gilmore	<b>Actual Start Time:</b>	Actual Finish Time:	
Hospital Administrator/CEO: Kelley Martinez	Next Meeting Date/Time: 03/13/2025 @ 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	Agenda Item Presenter Time Discussion/Conclusions			Decision/Action Items	
		Allotted			
A. Call to Order	QM	1 min	Called to order at 1410	Approval: First –Chasity, Second– Heather	
II	COMMITTE	E MEETIN	G REPORTS & APPROVAL OF MIN	NUTES	
Agenda Item Presenter Time Discussion/Conclusions Decision/Action Items					
		Allotted			
A. Quality and Patient Safety	Denise	2 min	Meeting minutes – Jan 2025	Approval: First – Pam, Second – Tonya	
Committee	Jackson		-		
1. Approval of Meeting Minutes					

B. Environment of Care (EOC)	Mark	2 min	Meeting minutes – Jan 2025	Approval: First –Tonya, Second – Meghan
Committee	Chapman			
1. Approval of Meeting Minutes				
C. Infection Control Committee	Meghan	2 min	Meeting minutes – Jan 2025	Approval; First – Tonya, Second - Kelley
1. Approval of Meeting Minutes	Smith			
D. Pharmacy & Therapeutics (P&T)	Chelsea	2 min	Meeting minutes – None	
Committee	Church/		Next P&T - March 2025?	
1. Approval of Meeting Minutes	Lynda James			
E. Heath Information Management	Jennifer	2 min	Meeting minutes – Nov/Dec 2024, Jan	Approval: First – Kelley, Second –Tonya
(HIM)/Credentialing Committee	Dryer/ Kaye		2025	
1. Approval of Meeting Minutes	Hamilton			
D. Utilization Review (UR) Committee	Chasity	2 min	Meeting minutes – Jan 2025	Approval; First – Jennifer, Second –
1. Approval of Meeting Minutes	Howell			Meghan
		III. DEI	PARTMENT REPORTS	
Agenda Item	Presenter	Time	Discussion/Conclusions	Decision/Action Items
		Allotted		
A. Nursing/Emergency Department	Nick Walker	5 min	0 restraints	
			2 PRBC with no reactions	

Agenda Item	Presenter	Time	Discussion/Conclusions	<b>Decision/Action Items</b>
	1100011001	Allotted	21004331014 001101431014	2 60.070.017 200.002
A. Nursing/Emergency Department	Nick Walker	5 min	0 restraints	
			2 PRBC with no reactions	
			0 code blue	
B. Radiology	Pam Esparza	2 min	4 films repeated. 1 artifact, 2 clipped	Dir will monitor for any trends
			anatomy, 1 was incorrect technique	
C. Laboratory	Tonya	8 min	0 rejected labs	
	Bowan		66 repeated labs – all critical values for	
			verification	
D. Respiratory Care	Heather	2 min	28 neb changes for the month	
	Larson		0 vent days	
E. Therapy	Chrissy	2 min		
	Smith		Director not present – will defer	
			reporting	

		1	I	
F. Materials Management	Waylon	2 min	2 back orders (ECG leads/electrodes), 0	
1. Waterials Wallagement	Wigington	2 111111	late orders, 35 recalls (none affecting the	
	, , ignigeen		hospital)	
G. Business Office		2 min	Director not present – will defer	
			reporting	
H. Human Resources		2 min	Director not present – will defer	
	36.1		reporting	
I. Environmental Services	Mark	2 min	100% terminal room cleans	
I Facility/Dlant Occuptions	Chapman Mark	2 min	24 autinovial and about	
J. Facility/Plant Operations	Chapman	2 min	24 extinguishers checked	
	Chapman		boiler checks	
			Solici checks	
			1 generator/transfer switch inspection	
K. Dietary	Treva Derr	2 min	100% on daily meal count (465)	
			, ,	
L. Information Technology	Desirae	2 min	Data reviewed	
	Galmore			
			V. OLD BUSINESS	
			. NEW BUSINESS	
Agenda Item	Presenter	Time	Discussion/Conclusions	Decision/Action Items
A. New Business	OM	Allotted 2 min	San Daliay Information Dalayy	Discussed areas in 2024 that were below
A. New Business	QM	∠ min	See Policy Information Below	
			2027 Quality Workbook Data Review	
				individual departments that are with greater
				need for improvement actions
			2024 Quality Workbook Data Review	

VI. QUALITY ASSURANCE/PERFORMANCE IMPROVEMENT DASHBOARD REPORT					
Agenda Item	9				
		Allotted			
A. Volume & Utilization	CM	5 min	AMA – 6	Trends; 2 ER have same provider, 2 ER	
			1.) ER – pt to the ER for c/o.	have the same nurse, in-pt AMAs have the	
			Testing/assessment completed; provider	same house supervisor. Discussed that while	
			ordered tx. Pt became upset stating "I	CM is not in the office it is the nursing staff	
			have that at home" and got up and left	or house sup responsibility to set up patient	
			the ER. Pt left before staff was able to	with any needs (equipment/HH) when they	
			discuss risks/benefits or obtain signed	go home.	
			AMA.		
			2.) ER – pt to the ER via ems for c/o.		
			While in the er, pt had continued issues		
			witnessed by staff. Pt then began to		
			refuse all testing or further assessments,		
			wanting to leave and go to a hospital		
			closer to their home. Risks/benefits		
			were discussed with pt and advised to		
			seek immediate attention for any further		
			issues. AMA signed.		
			3.) ER – Pt to the er for c/o.		
			Assessment/testing complete with the		
			need for transfer discussed with pt. Pt		
			agreeable to transfer and further care.		
			While staff were looking for an accepting		
			hospital, several were on divert due to		
			no beds available. Pt was updated and		
			states that they will drive themselves to		
			a higher level of care. Risks/benefits		
			discussed with pt, who voices		
			understanding and signed AMA.		

			(4) 50 0 1 (4)
			4.) ER – Pt returned to er for
			continued c/o (has been previously seen
			at MRMC and other facilities for same
			c/o) after assessment, family member
			arrived to bedside. Both patient and
			family member requested to go to
			another facility, discussed risks and
			benefits with pt. Signed out AMA
			5.) In-pt – Pt admitted to in-pt via
			the Er for c/o and transitioned to SWB.
			Pt was admitted to SWB and voiced the
			desire to go home the same day. No
			documentation of risks/benefits being
			discussed with patient. AMA signed.
			6.) In-pt – Pt admitted to in-pt via
			the ER for c/o and transitioned to SWB.
			Pt continues to require tx but expresses
			desire to go home. Risks and benefits
			discussed and AMA signed.
B. Case Management	CM	8 min	3 re-admits for the month
_			
			1) Patient admitted with primary dx: and
			discharged to home per patient request.
			Patient returned and was readmitted from
			with different and primary dx: with
			patient leaving AMA.
			2) Patient admitted with primary dx:
			discharged to home with home health.
			Patient readmitted with primary dx.
			Patient discharged to home with HH with
			family support in stable condition.
			Tailing Support in State Condition.

			3) Patient admitted with primary dx: and discharged to home with family. Patient readmitted different dx	
C. Risk Management	QM	10 min	1 grievance - 1 in-pt; family member reported poor communication from nursing staff. CNO spoke with nursing staff on duty on the day of the reports from family. Staff accounts of events noted in grievance.	Staff education on therapeutic communication and grievance letter mailed out to family member
D. Nursing	CCO	2 min	1 in-pt transfer – Pt admitted for primary dx, during the course pt had ongoing futher issues from primary dx and required higher level of care; transfer appropriate  Pain/oral medication follow up 100%	
E. Emergency Department	CCO/QM	5 min	Re-admits – 4  1) The patient was initially seen in the ED due to c/o, patient was treated and d/c home. The following day, the patient was seen due to different dx. The patient was treated and d/c home.  2) The patient presented to the ED d/t primary c/o. Tx and released.  3) The patient (#2) returned to the ED d/t primary c/o. Tx and released.	

			4) The patient (#2)returned to the ED d/t c/o. Tx provided with education on noncompliance. Released home.  (*Readmissions 2, 3 and 4 are all the same patient)	
F. Pharmacy & Therapeutics (P&T)	Pharmacy	2 min	Next P&T – March 2025  After-hours access - 98  ADR - 0  Med errors – 0	Pixiss is running good so far
G. Respiratory Care	RT	2 min	1 unplanned decannulation – RT to check on patient, found trach dislodged. RT was able to replace trach after several attempts, pt was not able to recall events that lead to dislodged trach	Patient education provided on calling if there are issues with trach or loose trach collar, RT rounding on patient increased to monitor trach placement closely
H. Wound Care	WC	2 min	0 – wound development for the reporting period	
I. Radiology	RAD	2 min	0 – CT reactions 100% - Site verification 0 – Critical Test Values	New DIA protocol has resulted in streamline exam reads with improvement in turnaround time  CT was down x 1 day
J. Laboratory	LAB	5 min	0 – blood culture contaminates  LED cal. Failure on coag. machine. This did not result in any problems; operation, running tests or quality control. Service came and fixed the machine  Education – platelet clumps review	

K. Infection Control/Employee Health	IC/EH	5 min	3 HAI –	
			1) pt. admitted for primary diagnosis	
			Ileus. Multiple med dx hx. Initial	
			urinalysis did not meet criteria for urine	
			culture. During stay patient reported	
			urinary urgency and painful urination.	
			Urine culture resulted in growth;	
			sensitive to Rocephin. Pt reports	
			significant history of urinary tract	
			infections, increased risk of UTI due to	
			comorbidities and gender. Reviewed	
			patient's medical record, patient met	
			NHSN non-CAUTI criteria. Pt	
			discharged; symptoms reportedly	
			resolved prior to discharge.	
			2) pt admitted for primary dx. Remained	
			in hospital for treatment and went SWG.	
			Pt denied N/V, headache, or fever at time	
			of admission. During the stay, pt's family	
			who visited pt in patient, was Covid	
			positive and would remain at home. pt	
			reported increased nasal congestion Dr	
			notified and flu and Covid swabs	
			ordered. Pt remained afebrile and	
			reported mild symptoms. Pt was placed	
			on droplet isolation due to mild	
			symptoms no other orders received.	
			Provided supportive medications to	
			alleviate symptoms. Pt remained on	
			isolation for 10 days. Discharged home.	
			Symptoms resolved prior to discharged.	

			3.) patient admitted for primary dx/secondary dx. Admitted for antibiotics and pain management. During stay, pt reported a sore throat to nursing staff. Dr notified,orders received to test patient flu and covid. Pt placed on droplet isolation following positive Covid test. The only symptom reported was the sore throat. Provided supportive medications to alleviate symptoms. Sore throat and fever resolved prior to discharge. Pt discharged home.	
L. Health Information Management (HIM)	HIM	2 min	Nov 2024 – H&P – SWB 91% D/C Summary – Acute/SWB 96% Progress notes – 100%  Dec 2024 – H&P – 100% D/C Summary – Acute/SWB 98%, ER 95% Progress Notes – Inpatient 95%  Jan 2025 72 hr D/C note compliance – 98%; 1 inpatient left AMA without D/C summary completed in 72 hrs	Monitor incomplete notes for provider trend with notification to CEO/QM
M. Dietary	Dietary	2 min	No issues at this time, all cleaning logs 100%	
N. Therapy	Therapy	2 min	Director not present – will defer reporting	
O. Human Resources (HR)	HR	2 min	Director not present – will defer reporting	

P. Business Office	BOM	2 min	Director not present – will defer	
			reporting	
Q. Environmental Services	EVS	2 min	10/10 on room cleans	
R. Materials Management	MM	2 min	Electronic Reqs- 68%  MM continues to stock supply room for nursing and education to staff on using EHR for supply ordering	
S. Life Safety	PO	2 min	100%	
T. Emergency Preparedness	EP	2 min	No drills for the reporting period	
U. Information Technology	IT	2 min	53 – IT events  Low priority tickets – 64%; issues with other vendors applications	
V. Outpatient Services	Therapy	2 min	Director not present – will defer reporting	
W. Strong Minds	N/A	N/A	Coming 2025	
	1	VII. POL	ICIES & PROCEDURES	
Agenda Item	Presenter	Time Allotted	Discussion/Conclusions	Decision/Action Items
A. Review and Approve	QM	10 min	<ol> <li>Consent for Wound         Debridement</li> <li>Wound Assessments by Nurse         and Wound Care Team Policy</li> <li>Wound Prevention Policy</li> <li>2025 Safety Officer         Appointment – Mark         Chapman</li> <li>2025 HIPPA Privacy Officer         Appointment – Jennifer         Dreyer</li> </ol>	<ol> <li>First approval – Kelley         Second approval – Meghan</li> <li>First approval – Kelley         Second approval – Meghan</li> <li>First approval – Chasity         Second approval – Kelley</li> <li>First approval – Pam         Second approval – Kelley</li> <li>First approval – Jennifer         Second approval – Meghan</li> </ol>

Agenda Item	VIII. PE Presenter	NCE IMPROVEMENT PROJECTS IX. OTHER ADJOURNMENT Discussion/Conclusions	Decision/Action Items
		<ol> <li>6. 2025 Compliance Officer         Appointment – Denise         Jackson</li> <li>7. 2025 HIPPA Security Officer         Appointment – Desirae         Galmor</li> <li>8. 2025 Infection Preventionist –         Meghan Smith</li> <li>9. 2025 Risk Manager – Denise         Jackson</li> </ol>	<ul> <li>6.) First approval – Kelley Second approval – Chasity</li> <li>7.) First approval – Chasity Second approval – Kelley</li> <li>8.) First approval – Chasity Second approval – Kelley</li> <li>9.) First approval – Chaisty Second approval – Jennifer</li> </ul>

MEMBERS & INVITED GUESTS									
Voting MEMBERS									
Kelley Martinez	Nick Walker (teams)	Heather Larson	Lynda James	Treva Derr					
Chasity Howell	Jennifer Dreyer	Desirae Galmor (teams)	Meghan Smith	Pam Esparza					

Item 4.

## **Mangum Regional Medical Center**

Mark Chapman	Tonya Bowen	Waylon Wigington	Kaye Hamilton (teams)	Dr G (teams)				
Dianne (teams)								
Non-Voting MEMBERS								
Denise Jackson								



## Chief Clinical Officer Report February 2025

#### **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 that there are 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 and 0 MDRO for the month of February 2025.

#### **Client Service**

- Total Patient Days for January 2025 were 333. This represents an average daily census of 10.7.
- 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

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

#### **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.





## Chief Executive Officer Report February 2025

### **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.
- 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.
- In the Month of February, the hospital had total patient payments of \$11,715.32.

# Mangum Board Meeting Financial Reports February 28, 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

#### February 28, 2025

	Current	Feb-25	Mthly Avg	
ADC (Average Daily Census)	Month 9.45	Year-to-Date 10.98	Prior Year 10.13	Variance -0.67
ADO (Average Daity Cellsus)	0.40	10.50	10.10	-0.07
Payer Mix % (Acute):				
MCR	62.79%	67.50%	53.01%	9.78%
MCR Mgd Care	9.30%	12.50%	24.05%	-14.75%
All Others Total	27.91% 100.00%	20.00% 100.00%	22.94% 100.00%	4.96% 0.00%
Total	100.00%	100.00%	100.00%	0.0070
Payer Mix % (SWB):				
MCR	82.40%	87.88%	87.67%	-5.27%
MCR Mgd Care	17.60%	12.12%	11.35%	6.25%
All Others	0.00%	0.00%	0.98%	-0.98%
Total	100.00%	100.00%	100.00%	0.00%
Operating margin	(72,116)	(100,959)	(673,482)	
Operating Margin (monthly average)	(72,116)	(50,479)	(56,124)	5,644
	(,)	(,,	(,,	2,2
NPR (Net Patient Revenue)	1,334,965	2,759,769	16,708,837	
NPR (monthly average)	1,334,965	1,379,885	1,392,403	(12,518)
Operating Expenses	1,424,536	2,917,462	17,611,634	
Operating Expenses (monthly average)	1,424,536	1,458,731	1,467,636	(8,905)
NPR % of Oper Exp	93.7%	94.6%	94.9%	(0,000)
			<u></u>	
Patient Days	293	648	309	(16)
Oper Exp / PPD	\$ 4,862	\$ 4,502	\$ 4,752	\$ (250)
# of Months	1	2	12	
Cash Receipts (rnd)	1,184,447	2,289,547	15,058,468	
Cash Receipts (monthly average)	1,184,447	1,144,773	1,254,872	(110,099)
Cash as a % of NPR (s/b 100% min)	88.7%	83.0%	90.1%	( 2,222,
Days Cash-On-Hand (Net of MCR Pay / Restrictions): Calendar Days	31	59	366	
Operating Exp / Day	\$ 45,953	\$ 49,449	\$ 48,119	\$ (2,166)
Cash - (unrestricted)	481,402	481,402	418,015	63,387
Days Cash-On-Hand	10.5	9.7	8.7	1.0
Days Cash-On-Hand: Minimum during month	4.8	4.8	4.6	0.1
MCR Rec (Pay) - "as stated - but to be adjusted"	1,378,465	1,378,465	1,317,110	61,355
•				
AP & Accrued Liab	17,154,608	17,154,608	16,520,455	634,153
Accounts Receivable (at net)	1,879,646	1,879,646	1,316,379	563,267
Per AP aging schedule (incl. accruals)	Feb-25	Feb-25	Prior FYE	Net Change
Account Payable - Cohesive	14,859,830	14,859,830	14,328,203	531,627
Account Payable - Other	1,398,233	1,398,233	1,299,528	98,704
Total	16,258,063	16,258,063	15,627,731	630,332
Cohesive Loan	4,838,614	4,838,614	4,900,648	(62,034)
Conesive Luaii	4,030,014	4,030,014	4,500,040	(02,034)

# Mangum Regional Medical Center Cash Receipts - Cash Disbursements Summary 2/28/25

	Current 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

			Yea	r-To-Date Less	
Υe	ear-To-Date	COVID	COVID		
\$	2,289,546 2,227,621	- -	\$	2,289,546 2,227,621	
\$	4,517,168	\$ -	\$	4,517,168	

	Р	Prior Month		COVID		Total Less COVID	
Cash Receipts	\$	1,105,099	\$	-	\$	1,105,099	
Cash Disbursements	\$	996,372	\$	-	\$	996,372	
NET	\$	2,101,472	\$	-	\$	2,101,472	

				Pri	or Month YTD	
Prio	r Month YTD	COVID		Less COVID		
\$	1,105,099	\$	-	\$	1,105,099	
\$	996,372	\$	-	\$	996,372	
\$	2,101,472	\$	-	\$	2,101,472	



# **Board of Directors Mangum Regional Medical Center**

March 25, 2025

# February 2025 Financial Statement Overview

#### Statistics

- The average daily census (ADC) for February 2025 was 9.45 (PY fiscal year end of 10.12).
- Year-To-Date Acute payer mix was approximately 72.09% MCR/MCR Managed Care combined.
- Year-To-Date Swing Bed payer mix was 82.4% MCR & 17.6% MCR Managed Care. For the prior year end those percentages were 88% & 11%, respectively.

#### Balance Sheet Highlights

- The cash balance as of February 28, 2025, inclusive of both operating & reserves, was
   \$481K. This decreased \$40K from January 31, 2025.
- Days cash on hand, inclusive of reserves, was 10.5 based on February expenses.
- Net AR increased by \$59K from January.
- o Payments of approximately \$1.23M were made on AP (prior 3-month avg was \$1.13M).
- Cash receipts were \$79K more than in the previous month (\$1.18M vs \$1.11M).
- The Medicare principal balance was completely paid off in the month of August 2024.



- Income Statement Highlights
  - Net patient revenue for February 2025 was \$1.33M, which is approximately a decrease of \$90K from the prior month.
  - Operating expenses, exclusive of interest & depreciation, were \$1.43M.
  - o 340B revenue was \$18K in February, this is an increase of \$6K from the prior month.
- Clinic (RHC) Income Statement Highlights actual & projected (includes swing bed rounding):

Current month's average visits per day = 8.76
 YTD Operating revenues = \$61K
 YTD Operating expenses = \$154K
 YTD Operating loss = -(\$93K)

# MANGUM REGIONAL MEDICAL CENTER

# Admissions, Discharges & Days of Care

Fiscal Year 2025

			12/31/2025	12/31/2024
	January	February	YTD	YTD
Admissions				
Inpatient	22	13	35	194
Swingbed	20	11	31	145
Observation	1	2	3	20
	43	26	69	359
Discharges				
Inpatient	23	13	36	193
Swingbed	19	12	31	139
Observation	2	2	4	19
	44	27	71	351
Days of Care				
Inpatient-Medicare	54	27	81	335
Inpatient-Other	23	16	39	297
Swingbed-Medicare	258	206	464	2,695
Swingbed-Other	20	44	64	379
Observation	4	7	11	28
	359	300	659	3,734
01 1 1	21	20	365	266
Calendar days	31	28	365	366
ADC - (incl OBS)	11.58	10.71	1.81	10.20
ADC	11.45	10.46	1.78	10.13
ER	146	142	288	1,902
Outpatient	108	146	254	1,494
RHC	197	187	384	1,818

# 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		
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			2,289,547	
Subtotal FY 2023	17,290,925		Subtotal FY 2024	15,058,468		Subtotal FY 2025	2,289,547	

# Mangum Regional Medical Center Medicare Payables by Year

		Balance as of	Total Interest Paid as of
	Original Balance	02/28/25	02/28/25
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	-	(61,036.00)	
Total	7,009,696.31	(1,378,464.61)	1,355,350.56

## **Mangum Regional Medical Center**

# Statement of Revenue and Expense

#### For The Month and Year To Date Ended February 28, 2025 Unaudited

	MTI	)				YTD		
Actual	Budget	Variance	% Change		Actual	Budget	Variance	% Change
250,434	273,401	(22,966)	-8%	Inpatient revenue	776,430	571,104	205,326	36%
1,237,078	1,180,460	56,618	5%	Swing Bed revenue	2,440,145	2,488,922	(48,776)	-2%
649,689	615,498	34,191	6%	Outpatient revenue	1,223,229	1,296,707	(73,478)	-6%
179,651	195,164	(15,513)	-8%	Professional revenue	385,733	410,970	(25,237)	-6%
2,316,852	2,264,522	52,330	2%	Total patient revenue	4,825,537	4,767,702	57,835	1%
929,089	1,036,664	(107,574)	-10%	Contractual adjustments	1,906,394	2,282,827	(376,433)	-16%
(61,036)	-	(61,036)	#DIV/0!	Contractual adjustments: MCR Settlement	(61,036)	· · · · · -	(61,036)	#DIV/0!
113,834	(102,057)	215,890	-212%	Bad debts	220,410	(204,113)	424,523	-208%
981,887	934,607	47,280	5%	Total deductions from revenue	2,065,768	2,078,714	(12,946)	-1%
1,334,965	1,329,915	5,050	0%	Net patient revenue	2,759,769	2,688,988	70,781	3%
(757)	1,913	(2,670)	-140%	Other operating revenue	14,654	3,826	10,828	283%
18,212	18,304	(92)	-1%	340B REVENUES	42,080	38,558	3,522	9%
1,352,420	1,350,132	2,288	0%	Total operating revenue	2,816,503	2,731,372	85,131	3%
				Expenses				
399,707	375,172	24,534	7%	Salaries and benefits	839,189	769,067	70,122	9%
65,452	71,677	(6,225)	-9%	Professional Fees	131,100	145,772	(14,672)	-10%
404,116	434,583	(30,468)	-7%	Contract labor	833,094	873,018	(39,924)	-5%
108,704	127,899	(19,195)	-15%	Purchased/Contract services	216,324	255,798	(39,474)	-15%
225,000	225,000	-	0%	Management expense	450,000	450,000	-	0%
101,239	84,590	16,649	20%	Supplies expense	200,105	175,344	24,761	14%
13,094	19,250	(6,156)	-32%	Rental expense	30,693	38,500	(7,807)	-20%
17,413	14,275	3,138	22%	Utilities	30,849	28,551	2,299	8%
971	918	53	6%	Travel & Meals	1,287	1,837	(550)	-30%
10,981	11,219	(238)	-2%	Repairs and Maintnenance	22,221	22,438	(217)	-1%
26,409	14,251	12,158	85%	Insurance expense	50,247	28,502	21,745	76%
11,003	11,796	(793)	-7%	Other Expense	29,755	23,591	6,163	26%
12,401	14,041	(1,640)	-12%	340B EXPENSES	26,451	29,577	(3,126)	-11%
1,396,491	1,404,672	(8,181)	-1%	Total expense	2,861,314	2,841,995	19,319	1%
(44,070)	(54,540)	10,470	-19%	EBIDA	(44,811)	(110,623)	65,812	-59%
-3.3%	-4.0%	0.78%		EBIDA as percent of net revenue	-1.6%	-4.1%	2.46%	
143	_	143	#DIV/0!	Interest	342	_	342	#DIV/0!
27,903	27,906	(3)	0%	Depreciation	55,806	55,812	(6)	0%
(72,116)	(82,446)	10,330	-13%	Operating margin	(100,959)	(166,435)	65,477	-39%
					<del></del>			
				Other		<u> </u>	-	
				Total other nonoperating income		<del>-</del> -	<del>-</del>	
(72,116)	(82,446)	10,330	-13%	Excess (Deficiency) of Revenue Over Expenses	(100,959)	(166,435)	65,477	-39%
-5.33%	-6.11%	0.77%		Operating Margin %	-3.58%	-6.09%	2.51%	

# MANGUM REGIONAL MEDICAL CENTER

Comparative Balance Sheet - Unaudited Fiscal Year 2025

				YTD
	January	February	12/31/24	Variance
Cash And Cash Equivalents	521,074	481,402	418,015	63,387
Patient Accounts Receivable, Net	1,820,581	1,879,646	1,316,379	563,267
Due From Medicare	1,317,110	1,378,146	1,317,110	61,036
Inventory	207,642	192,025	222,062	(30,036)
Prepaids And Other Assets	1,641,776	1,625,020	1,642,491	(17,470)
Capital Assets, Net	1,488,310	1,460,407	1,516,213	(55,806)
Total Assets	6,996,493	7,016,647	6,432,269	584,377
Accounts Payable	16,097,892	16,261,884	15,627,731	634,153
AHSO Related AP	892,724	892,724	892,724	-
Deferred Revenue	154,761	114,589	0	114,589
<b>Due To Medicare</b>	(319)	(319)	(319)	-
Covid Grant Funds	-	-	0	-
Due To Cohesive - PPP Loans	-	-	0	-
Notes Payable - Cohesive	4,869,631	4,838,614	4,900,648	(62,034)
Notes Payable - Other	17,948	17,948	17,948	-
Alliantz Line Of Credit	-	-	0	-
Leases Payable	257,371	256,837	258,209	(1,372)
Total Liabilities	22,290,008	22,382,278	21,696,942	685,336
Net Assets	(15,293,515)	(15,365,631)	(15,264,672)	(100,959)
Total Liablities and Net Assets	6,996,493	7,016,647	6,432,269	584,377

# MANGUM REGIONAL MEDICAL CENTER

# Statement of Revenue and Expense Trend - Unaudited Fiscal Year 2025

		January	February	YTD
Inpatient revenue		525,995	250,434	776,430
Swing Bed revenue		1,203,067	1,237,078	2,440,145
Outpatient revenue		573,540	649,689	1,223,229
Professional revenue		206,082	179,651	385,733
Total patient revenue		2,508,685	2,316,852	4,825,537
Total patient revenue		2,500,005	2,310,032	4,023,337
Contractual adjustments		977,305	929,089	1,906,394
Contractual adjustments: MCR Settlement		_	(61,036)	(61,036)
Bad debts		106,576	113,834	220,410
Total deductions from revenue		1,083,881	981,887	2,065,768
			· · · · · · · · · · · · · · · · · · ·	
Net patient revenue		1,424,804	1,334,965	2,759,769
Other operating revenue		15,410	(757)	14,654
340B REVENUES		23,868	18,212	42,080
Total operating revenue		1,464,083	1,352,420	2,816,503
	•	95.4%	93.7%	94.6%
Expenses				
Salaries and benefits		439,483	399,707	839,189
Professional Fees		65,648	65,452	131,100
Contract labor		428,978	404,116	833,094
Purchased/Contract services		107,620	108,704	216,324
Management expense		225,000	225,000	450,000
Supplies expense		98,866	101,239	200,105
Rental expense		17,598	13,094	30,693
Utilities		13,436	17,413	30,849
Travel & Meals		315	971	1,287
Repairs and Maintnenance		11,240	10,981	22,221
Insurance expense		23,837	26,409	50,247
Other		18,752	11,003	29,755
340B EXPENSES		14,050	12,401	26,451
Total expense		1,464,823	1,396,491	2,861,314
EBIDA	\$	(740) \$	(44,070) \$	(44,811)
EBIDA as percent of net revenue		-0.1%	-3.3%	-1.6%
Interest		199	143	242
Interest Depreciation		27,903	27,903	342 55,806
Operating margin	\$	(28,843) \$		(100,959)
operating margin	Ψ	(20,073)	(12,110) \$	(100,737)
Other		_	-	_
Total other nonoperating income	\$	- \$	- \$	
			<u> </u>	
Excess (Deficiency) of Revenue Over Expenses		(28,843)	(72,116)	(100,959)

On-Site Visits -->
On-Site Visit / Bus Day -->

2/28/2025 368 8.76

"Annualized"	FY 2024	Incr (decr)
2,208	1,744	464
8.76	6.73	2.03

# **Mangum Family Clinic**

#### 2 Months Ended 02/28/25

					2
	YTD FS Per	Eliminate Rev Deduct & Other	Adj Rev Deduct to RHC	Cost Report	RHC Financial
Description	General Ledger	Inc	Calc	Allocations	Statements
Gross Patient Revenue	48,592	-	-	-	48,592
Less: Revenue deductions	34,024	(34,024)	12,584	-	12,584
Net Patient Revenue	82,616	(34,024)	12,584	-	61,176
Other Income (if any)	434	(434)	-	-	-
Operating revenue	83,050	(34,458)	12,584	-	61,176
Operating Expenses:					
Salaries	54,852	-	-	-	54,852
Benefits	254	-	-	-	254
Prof Fees	10,104	-	-	-	10,104
Contract Labor	6,000	-	-	-	6,000
Purch Serv	7,335	-	-	-	7,335
Supplies	1,423	-	-	-	1,423
Rent	5,291	-	-	-	5,291
Utilities	803	-	-	-	803
Repairs	250	-	-	-	250
Other	662	-	-	-	662
Insurance	2,845	-	-	-	2,845
Travels & Meals	237	-	-	-	237
Management Fee Direct Exp	-	-	-	22,500	22,500
Critical Access Hospital Overhead Allocation (a)	-	-	-	41,830	41,830
Total Operating Expenses	90,056	-	-	64,330	154,386
Net Income (loss)	(7,006)	(34,458)	12,584	(64,330)	(93,210)

MGMT Fee Allocation based on:	Last filed IRR (Nov 2024)
Step Down Costs (provider)	5 months (Aug-Dec)
CAH Overhead Allocation (net of benefit stepdown)	Last filed IRR (Nov 2024)
Total allocation>	

Annual	Monthly
135,000	11,250
	-
250,979	20,915
385,979	32,165

FY 2025	FY 2024	Incr (decr)
"Annualized" RHC		
Financial	RHC Financial	RHC Financial
Statements	Statements	Statements
291,550	217,497	74,053
75,503	118,420	(42,917)
367,053	335,917	31,136
-	-	-
367,053	335,917	31,136
222.442	4== 005	454.005
329,112	177,825	151,287
1,526	49,899	(48,373)
60,626	41,078	19,548
35,999	8,191	27,808
44,009	70,882	(26,873)
8,537	11,788	(3,251)
31,745	23,700	8,045
4,818	8,567	(3,749)
1,500	1,239	261
3,969	6,469	(2,500)
17,070	2,705	14,365
1,423	987	436
135,000	135,000	-
250,980	250,979	1
926,314	789,309	137,005
(=========	(	(
(559,261)	(453,392)	(105,869)
466.24	402.64	(2.5.20)

Per visit:			
NPR	166.24	192.61	(26.38)
Ор Ехр	419.53	452.59	(33.06)
Loss	(253.29)	(259.97)	6.68
-			

## Mangum RHC Reimbursement Analysis

	Visits / business day	9.2	0.0	0.2	9.4
--	-----------------------	-----	-----	-----	-----

		VOLUMES: Current Month									
Payer	Clinic (On-Site)	Telehealth	Swing-Bed (a)	TOTAL							
MCR	43		4	47							
MCR Managed Care	4			4							
Medicaid	20			20							
BCBS	42			42							
Commercial	61			61							
Self-Pay	13			13							
Other				-							
	183	_	1	197							

8.8	0.0	0.4	9.1

	VOLUMES: Year-To-Date 02-28-25									
CY	TOTAL	Swing-Bed (a)	Telehealth	Clinic (On-Site)						
26%	98	15		83						
2%	6			6						
11%	43	1		42						
23%	88			88						
34%	129			129						
5%	20			20						
0%	-									
100%	384	16	-	368						
0%	- 1	16	-							

		Projected Reimbursement Rate							
	MCR	\$ 282.65	\$	-	\$	282.65			
(a)	MCR Managed Care	\$ 282.65	\$	-	\$	282.65			
(b)	Medicaid	\$ 282.65	\$	-	\$	282.65			
(c)	BCBS	\$ 82.81			\$	-			
	Commercial	\$ 82.81			\$	-			
	Self-Pay	\$ 82.81			\$	-			
	Other	\$ 82.81			\$	-			

Projected Reimbursement									
23,460		-		4,240		27,700			
1,696		-		-		1,696			
11,871		-		283		12,154			
7,287						7,287			
10,682		-		-		10,682			
1,656		-		-		1,656			
		-		-		_			
\$ 56,653	\$	-	\$	4,522	\$	61,176			

IC Rate: (01.01.25)	
IC Rate: Current	
IC Rate: FY 2024 CAP	
IC Rate: FY 2025 CAP	
HC: 2025 CAP vs 2025	F

(a) MCR Managed Care **282.65** <--- not cost settled (rate currently being paid) (b) Medicaid **282.65** <--- not cost settled (rate currently being paid) \$ (c) BCBS **82.81** <--- accts at \$0 balance (rate currently being paid) \$

Medicare Economic Index (MEI):

2023 3.80% 2024 4.60%

CROMACTION (CASTALLE)   C.	VENDOR NAME DI	ESCRIPTION	0-30 Days	31-60 Days	61-90 Days	OVER 90 Days	2/28/2025	1/31/2025	12/31/2024	11/30/2024	10/31/2024
MERISSIANCE PRICES SANCE   PRICES SANCE   1.17.717   19.99.75   1.299.96   19.00   MERISSIANCE PRICES   1.00   1.00   1.17.717   19.99.75   1.299.96   19.00   MERISSIANCE PRICES   1.00   1.00   1.00   1.00   1.00   1.00   MERISSIANCE PRICES   1.00   1.00   1.00   1.00   1.00   MERISSIANCE PRICES   1.00   1.00   1.00   1.00   1.00   MERISSIANCE PRICES   1.00   1.00   1.00   1.00   MERISSIANCE PRICES   1.00   1.00   1.00   1.00   MERISSIANCE PRICES   1.00   1.00   1.00   MERISSIANCE PRICES	ACCUTEK LAB La	ab Supplies	184.00	-	-		184.00			-	-
### SHEATHER ABOVER IN PATION SUPPLY STATES A STATE ASSOCIATION STATES AND STATES ASSOCIATED STATES AS	ADVANCED MEDICAL SALES, INC Pa	atient Supplies	-	-	-	-	-	-	-	-	-
MIRTHER ARTOCITICS	AMERISOURCE RECEIVABLES (ARFC) Ph	harmacy Supplies	-	-	-	-	-	11,757.72	9,043.76	1,899.84	186.04
NAME   Service   2,897.00   -   2,897.00   -   2,897.00   -   2,897.00   -   2,897.00   -   2,897.00   -   -   2,897.00   -   -   -   -   -   -   -   -   -			-	-	-	-	-	-	192.00	-	-
Months   Market   M	ASD HEALTHCARE PF	harmacy Supplies	-	-	-	-	-	-	-	-	327.69
Application	AT&T Fa	ax Service	2,897.05	-	-	-	2,897.05	3,187.12	-	-	2,147.88
### STRIAM MODE ### STRIAM MOD	AVANAN, INC.	OVID Capital	-	-	-	-	-	-	-	-	-
BIS ADEL ARRIPORT STOKE   Lab Supples   BS 33	BARRY DAVENPORT 10	099 Provider	-	-	-	-	-	-	-	4,680.00	-
Part	BETHANY MOORE Ex	xpense Reimbursement	-	-	-	-	-	-	-	71.26	-
Part	BIO-RAD LABORATORIES INC La	ab Supplies	963.30	-	-	-	963.30	-	-	2,858.85	-
CARSTRIS   Collections	careLearning Tr	raining	3,442.50	-	-	-	3,442.50	-	-	-	-
CERTINAL STATE SECONDAY   Confessions	CARNEGIE TRI-COUNTY MUN. HOSP Pt	harmacy Supplies	-	-	-	-	-	-	-	-	1,192.26
STOP   1987	CARSTENS Su	upplies	-	-	-	-	-	103.21	-	-	-
Inclination   Description			-	-	-	-	-	-	-	-	102.50
COMMINISTRY   MATERIAL RESIDENCES   Page of   Page   Pag	CITY OF MANGUM U1	tilities	-	-	-	-	-	5,035.61	-	-	-
CORPOSED MEMBRINGS   Payroll	CLIA LABORATORY PROGRAM La	ab Services	-	-	-	-	-	-	3,032.00	-	-
Columbia Modern   Columbia Modern   Septem   Frameportation Service   Septem   Sep			230,284.16	231,319.16	229,766.66	2,510,642.19	3,202,012.17	3,090,408.85	3,185,408.85	2,970,642.19	2,955,149.25
COMESSION MICROLAL ELECTRONICS   Agency Staffing Service   304,515.62   831,077.86   948,393.53   6,729,446.00   8,873,959.52   8,672,085.22   7,706,502.22   7,148,186.24   6,545,541.74	COHESIVE HEALTHCARE RESOURCES Pa	ayroll	-	-	(14,207.59)	2,782,980.77	2,768,773.18	3,234,251.88	3,435,523.18	3,900,237.40	4,352,383.45
200MMRGAL MEDICAL METERONICS			-	840.50	-	-	840.50	425.00	768.75	1,388.75	1,370.25
200MMRGAL MEDICAL METERONICS	COHESIVE STAFFING SOLUTIONS A	gency Staffing Service	364,515.63	831,097.86	948,936.53	6,729,446.90	8,873,996.92	8,672,208.52	7,706,502.29	7,148,186.24	6,645,541.47
CORDY NERONAL ATTORNEY AT LAW   Legal Fees			-			-		-		-	
AMS HEATMING A JAN CONDITION  Repair/maintenance	· · · · · · · · · · · · · · · · · · ·		-	-	-	-	-	2,000.00	-	-	-
DEL PRIMARIAS SERVICES LC  Server Lease		-	-	-	-	-	-	2,252.33	-	-	4,880.00
DIAGNOSTIC MAGING ASSOCIATES    Again Pes			-	-	-	-	-	-	211.73	-	-
DIGENTERS SAUNDERS   Ligal Fres			2,150.00	-	-	-	2,150.00	2,150.00	2,150.00	2,150.00	2,150.00
DYMANDIC ACCESS   Valcular Consoliant			-	-	-	-		-	-		
RELINICAL WORKS, LIC			-	-	-	-	-	750.00	2,250.00	-	
NUMBER   Patient Franciportation Service			2,471.50	-	-	-	2,471.50			-	
COUNC   Patient Equipment	ENTRUSTED TRANSPORT, LLC Pa	atient Transportation Service		-	-	-		-		-	-
SQUADLERGEM REVOPS   Business Office Services		· · · · · · · · · · · · · · · · · · ·	-	-	-	-	-	-	-	-	3,431,12
Shipping			-	-	-	-	-	-	-	-	58,782.61
Parmacy Supplies			-	-	-	-	-	97.56	89.50	-	
FIRE EXTINOUISHER SALES & SERV   Maintenance Supplies   .   .   .   .   .   .   .   .   .	-		-	-	-	-	-			-	
RIRST CIGHTAL COMMUNICATIONS  1 Support Services  2 Support Services  3 Support Servic			-	-	-	-	-	-	-	-	182.50
TISET DISTRIAL COMMUNICATIONS   TI Support Services			-	-	-	-	-	-	-	11,910.44	
FUCHS RADIO, LLC			-	-	-	-	-	-	-	-	1,634.92
FUCHA RADIO, LLC			-	-	-	-	-	-	-	110.00	110.00
SEGRE BROS TERMITE & PEST CON   Pest Control Service   -   -   -   -   -   -   -   -   -			-	-	-	-	-	-	110.00		
GRAINGER Maintenance Supplies		-	-	-	-	-	-	365.00		-	365.00
Insurance   -			-	-	-	-	-		-	1,321.07	
HACINC Dietary Supplies 63.00 89.96 50.71 179.77 HEWLETT-PACKARD FINANCIAL SERV Computer Services 307.10			-	5,015.00	10,518.50	-	15,533.50	15,533.50	21,037.00	-	-
HEWLETT-PACKARD FINANCIAL SERV  Rental Equipment  307.10  307.			-	-	-	-	-	63.00	89.96	50.71	179.77
HOSPITAL EQUIPMENT RENTAL COMP Rental Equipment 3,155.00			307.10	-	-	-	307.10	307.10	307.10	307.10	307.10
HSI Materials Purch svs 3,000.00 NQUISEK LLC RHC purch svs				-	-	-		-			
NQUISEEK LLC	HSI M	Naterials Purch svs	-	-	-	-	-	-	-	-	3,000.00
Housekeeping Supplies, based in Altus   516.54   -   -   516.54   1,151.61   842.10   958.45   -			-	-	-	-	-	-	-	-	-
IMALL & KANISHA' LOFTIS   Rent House		•	516.54	-	-	-	516.54	1,151.61	842.10	958.45	-
KCIUSA Rental Equipment				-	-	-					-
KELLEY MARTINEZ         Expense Reimbursement         -         -         -         -         -         -         -         108.52         -         344.59           LAMPTON WELDING SUPPLY         Patient Supplies         -         -         -         -         -         -         1,660.27         - <t< td=""><td></td><td></td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>889.95</td></t<>			-	-	-	-	-	-	-	-	889.95
LAMPTON WELDING SUPPLY       Patient Supplies       -       -       -       -       -       -       1,660.27       -			-	-	-	-	-	-	108.52	-	344.59
LANDAUER       Radiology Purch Svs       -			-	-	-	-	-	1,660.27	-	-	-
LG PRINT CO Advertising 243.25 115.00 45.00			-	-	-	-	-	-	1,805.10	-	-
LOCKE SUPPLY         Plant Ops supplies         -			-	-	-	-	-	243.25		45.00	-
MCKESSON / PSS - DALLAS Patient Care/Lab Supplies 63.15 1,411.43 MCKESSON / PSS - DALLAS MCKESSON - 340 B Pharmacy Supplies 626.95 1,093.24 MEDLINE INDUSTRIES Patient Care/Lab Supplies 24,824.38 1,751.66 26,576.04 38,187.02 13,235.24 15,905.71 20,121.24 MYHEALTH ACCESS NETWORK, INC Compliance purch svs 758.95 758.95 758.95 758.95 758.95 758.95 NATIONAL DATA BANK IT Service - 42.50 42.50 42.50 110.00 110.00 -	-		-	-	-	-	-		-		857.86
MCKESSON - 340 B Pharmacy Supplies 626.95 1,093.24 MEDLINE INDUSTRIES Patient Care/Lab Supplies 24,824.38 1,751.66 26,576.04 38,187.02 13,235.24 15,905.71 20,121.24 MYHEALTH ACCESS NETWORK, INC Compliance purch svs 758.95 758.95 758.95 758.95 758.95 758.95 758.95 758.95 758.95 NATIONAL DATA BANK IT Service - 42.50 42.50 42.50 42.50 110.00 110.00			-	-		-		-	63,15		-
MEDLINE INDUSTRIES         Patient Care/Lab Supplies         24,824.38         1,751.66         -         -         26,576.04         38,187.02         13,235.24         15,905.71         20,121.24           MYHEALTH ACCESS NETWORK, INC         Compliance purch svs         758.95         -         -         -         -         758.95         758			-	-	-	-	-	626.95	-	-,	1,093.24
MYHEALTH ACCESS NETWORK, INC Compliance purch svs 758.95 75			24.824.38	1.751.66		-	26.576.04		13.235.24	15.905.71	
NATIONAL DATA BANK IT Service - 42.50 42.50 42.50 110.00 110.00 -				-,		-					
	· · · · · · · · · · · · · · · · · · ·			42 50	_	_					
								202.00	202.00	79.00	79.00

VENDOR NAME	DESCRIPTION	0-30 Days	31-60 Days	61-90 Days	OVER 90 Days	2/28/2025	1/31/2025	12/31/2024	11/30/2024	10/31/2024
OFMQ	Quality purch svs	350.00	-	-	-	350.00	-	-	-	-
OKLAHOMA HOSPITAL ASSOCIATION	License	-	-	-	-	-	16,586.00	-	-	-
ORGANOGENESIS INC	Patient Care/Lab Supplies	-	-	-	-	-	-	-	1,615.00	-
PETE'S GLASS & UPHOLSTERY	Repairs/maintenance	-	-	-	-	-	-	-	4,250.00	-
PHARMA FORCE GROUP LLC	340B purch svs	1,171.33	-	-	-	1,171.33	-	-	1,173.13	-
PHARMACY CONSULTANTS, INC.	PHARMACY CONSULTANTS, INC.	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	-	-	-
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	-	-	-	3,857.01	399.78	877.31	3,052.76	9,299.30
SMAART MEDICAL SYSTEMS INC	Radiology interface/Radiologist provider	4,235.00	-	-	-	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	-
STANDLEY SYSTEMS LLC	Printer lease	-	-	-	-	-	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	-	-	-	2,358.00	1,734.09	1,654.10	2,515.53	1,245.16
SUMMIT UTILITIES	Utilities	-	3,487.57	-	-	3,487.57	3,749.10	3,082.48	-	-
TECUMSEH OXYGEN & MEDICAL SUPP	Patient Supplies	630.00	-	-	-	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	215.27	-	-	-	215.27	69.12	-	121.20	116.70
ULINE	Patient Supplies	-	-	-	-	-	-	-	-	513.82
US FOODSERVICE-OKLAHOMA CITY	Food and supplies	(5.09)	-	-	(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)
DIRECTV	Cable service	-	-	-	-	-	294.55	294.55	-	294.55
VESTIS	Housekeeping Service	9,799.67	-	-	-	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		661,597.30	1,073,554.25	1,175,014.10	12,022,114.02	14,932,463.67	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
					AP Control	15,284,753.07	15,480,731.60	14,754,367.32	14,464,914.15	14,447,266.97
					Accrued AP	1,866,033.75	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)
					TOTAL AP	16,258,063.06	16,097,891.51	15,627,731.46	15,207,129.91	15,114,779.22
						16,258,063.06	16,097,891.51	15,627,731.46	15,207,129.91	15,114,779.22
						-	-	, , , , , , , , , , , , , , , , , , ,	· · · -	-

# **Hospital Vendor Contract Summary Sheet**

- 1. □ Existing Vendor ⊠ New Vendor
- 2. Name of Contract: Cohesive Mediryde Vehicle Lease
- 3. Contract Parties: MRMC/Cohesive Mediryde LLC
- 4. Contract Type Services: Vehicle lease
- 5. Impacted Hospital Departments: Strong Mind
- **6. Contract Summary:** Under this agreement Mangum Regional Medical Center will lease a van to be used in the Strong Mind program for program participant transport. Within this lease the Lessee/MRMC has to provide vehicle insurance.
- **7. Cost:** \$350.00/Month
- **8. Prior Cost:** \$0
- **9. Term:** yearly renewal
- **10. Termination Clause:** 30-day termination
- **11. Other:** This is a vehicle lease agreement until ODOT sends the final approval of our grant.

#### VEHICLE LEASE AGREEMENT

This Vehicle Lease Agreement (this "<u>Lease</u>") is made as of \_\_\_\_\_\_ 2025, COHESIVE MEDIRYDE, LLC, an Oklahoma limited liability company ("<u>Lessor</u>"), and MANGUM REGIONAL MEDICAL CENTER ("<u>Lessee</u>").

- A. Lessor owns a certain vehicle, which is more particularly described on <u>Exhibit A</u> (the "Vehicle").
- B. Lessee operates a hospital located at 1 Wickersham Dr., Mangum, Oklahoma, 73554-9117 (the "Hospital").
- C. Lessor has agreed to lease the Vehicle to Lessee, and Lessee has agreed to lease the Vehicle from Lessor, under the terms, conditions, and provisions of this Lease.

In consideration of the premises and the mutual promises made in this Lease, the parties agree as follows:

- 1. <u>Lease</u>. Lessor agrees to lease and rent to Lessee, and Lessee agrees to lease and rent from Lessor, the Vehicle upon the terms and conditions in this Lease. The Vehicle shall remain the property of Lessor.
- 2. <u>Term.</u> The term of this Lease (the "<u>Term</u>") shall begin on the date of this Agreement (the "<u>Commencement Date</u>") and shall continue for one (1) year unless terminated earlier as provided in this Lease; provided that this Lease shall automatically renew for successive one (1) year periods unless either party, at anytime, gives notice of its intent not to renew the Lease no less than thirty (30) days. Upon the expiration or earlier termination of this Lease, Lessee shall promptly deliver the Vehicle to a location designated by Lessor.
- 3. <u>Title.</u> Lessor shall at all times retain title to the Vehicle. Lessee has no right to purchase or otherwise acquire title to or ownership of the Vehicle.
- 4. Rent. During the Term, Lessee shall pay rent ("Rent") in the amount of \$500.00 per month. Any Rent that is not received by Lessor within ten days after such Rent is due and payable shall accrue interest at the rate of 1 1/2% per month until paid. The accrual of interest shall not prejudice any of the remedies available to Lessor under this Lease or under law. If the Commencement Date is a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, then Lessor will appropriately prorate Rent based on the actual number of calendar days in such month. If the Commencement Date is a day other than the first day of a calendar month, Lessee shall pay the prorated Rent for the month on or before the first day of the Term. Lessee shall pay Rent to Lessor in lawful money of the United States of America at Lessor's address, or to such other address as Lessor may from time to time designate in writing. Lessee's obligation to pay Rent is independent of any obligation of Lessor.
- 5. <u>Taxes</u>. Lessor shall be responsible for any and all personal property taxes assessed against the Vehicle. Lessee shall be responsible for and shall pay, with each payment of Rent, any and all sales, transfer, and similar taxes with respect to the lease of the Vehicle.
- 6. <u>Delivery and Return</u>. Lessor shall deliver the Vehicle to the Lessee on the Commencement Date. Upon the expiration or other termination of the Term, Lessee shall quit and

surrender the Vehicle to Lessor in as good of condition, ordinary wear and tear, and damage by casualty excepted, as its condition at the Commencement Date.

#### 7. Use and Maintenance.

- (a) Lessee shall use the Vehicle within its normal capacity, without abuse, and in compliance with all requirements of the manufacturers and all laws, regulations, codes, and ordinances, including but not limited to, the Oklahoma State Department of Health licensure requirements, applicable to the installation, use, and operation of the Vehicle.
- (b) Lessee shall solely use or permit the Vehicle to be used for patient transport services ("Permitted Use") and shall not use the Vehicle for any use other than the Permitted Use absent prior, written consent from Lessor.
- (c) Lessee shall not make any alterations, additions, or improvements to the Vehicle without the prior written consent of Lessor. All replacement of parts and accessories, repairs, additions, and improvements shall become a part of the Vehicle and the property of Lessor.
  - (d) Lessee shall store the Vehicle in a safe and secure location.
- (e) Lessor, at Lessee's cost and expense, shall be responsible for any necessary service to, maintenance of, tire repairs and replacements, and certification of the Vehicle during the Term.
- (f) Lessor, at Lessor's cost and expense, shall be responsible for major repairs, including but not limited to engine, transmission, and major electrical system repairs that are not caused by abuse, misuse, negligence, or accident on the part of Lessee.
- (g) The Vehicle shall be operated by safe, qualified, properly licensed drivers, who shall conclusively be presumed to be Lessee's agents, servants or employees only, and subject to Lessee's exclusive direction and control.
- (h) Lessee shall pay any and all tolls associated with the use and operation of the Vehicle, and for the payment of any and all related fines, fees, costs or expenses related to toll evasion or any other traffic violations.
- (i) In the event of an accident, damage or mechanical failure to the Vehicle thereby prevents Lessee from having use of the Vehicle for any period of time, the Rent shall be abated as of the date the Vehicle becomes totally or partially undrivable. The abated amount shall be the current monthly Rent prorated on a 30-day period.

#### 8. Insurance and Indemnity.

(a) Lessee shall, at its expense, keep the Vehicle leased hereunder insured for physical damage against all loss or damage for not less than the full replacement cost of the Vehicle. Lessee shall carry liability insurance for both bodily injury and property damage for the Vehicle, and Lessee shall pay all applicable insurance premiums and deductibles for all insurance provided for in this section. Such coverage shall be primary and not excess or contributory and shall be in conformity with the motor vehicle minimum financial responsibility laws such as "Uninsured Motorist," "No-Fault," or other optional coverage. Additionally, Lessee shall, at its expense, maintain commercial general liability insurance (or its equivalent), including contractual liability insurance coverage, covering Lessee's operations, with combined single limits of not less than \$1,000,000 per

occurrence for bodily injury or property damage (or such greater amounts as are or become standard in Lessee's industry), naming Lessor as an additional insured.

- (b) Upon or before the Commencement Date, Lessee shall furnish Lessor with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements of this Lease. All certificates shall provide for 30 days written notice to Lessor prior to the cancellation or material change of insurance referred to in the certificate. Lessee shall provide copies of all insurance policies required by this Lease within ten days after Lessor's written request.
- (c) Each party hereby waives any cause of action that it or anyone claiming by, through or under it, by subrogation or otherwise, might now or hereafter have against the other party, based on any loss, damage or injury that is insured against under any insurance policy that names the party as insured. All policies of insurance shall contain a proper provision, by endorsement or otherwise, whereby the insurance carrier shall (i) acknowledge that the insured has waived and released its right of recovery pursuant to this section and (ii) waive the right of subrogation that the carrier might otherwise have had, all without impairment or invalidation of the insurance.
- (d) All proceeds of insurance paid to Lessor on account of any damage or destruction of the Vehicle shall be available for application to the cost of any such repair, alteration, restoration, or replacement on such reasonable terms and conditions as Lessor may impose.
- 9. <u>Access</u>. Lessor may access the Vehicle at any reasonable time with reasonable notice to Lessee to inspect the Vehicle, perform Lessor's obligations under this Lease, and to confirm Lessee's compliance with the terms of this Lease. Lessee shall cooperate with Lessor to allow Lessor access for the purposes set forth in this Section 10.
- 10. <u>Loss or Damage</u>. Lessee assumes and shall bear the entire risk of loss of and damage to the Vehicle from fire, theft, collision, vandalism, or other cause during the term of this Lease and thereafter until redelivery to Lessor, to the extent of available insurance proceeds. In the event of loss, damage, or destruction of any item of the Vehicle, Lessee at its expense (to the extent of available insurance proceeds) shall either (a) repair the item, returning it to its previous condition, unless damaged beyond repair, or (b) replace the item with a like item acceptable to the Lessor.
- 11. No Warranties. LESSEE ACKNOWLEDGES THAT THE VEHICLE IS BEING LEASED "AS IS." LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE VEHICLE AND HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES AND RELEASES LESSOR AND ITS RESPECTIVE EMPLOYEES, AGENTS, OFFICERS, TRUSTEES, DIRECTORS AND SHAREHOLDERS FROM AND AGAINST ANY CLAIMS, DEMANDS, PENALTIES, FINES, LIABILITIES, SETTLEMENTS, DAMAGES, COSTS, LOSSES OR EXPENSES OF WHATEVER KIND OR NATURE, KNOWN OR UNKNOWN, EXISTING AND FUTURE, CONTINGENT OR OTHERWISE MADE, INCURRED, OR SUFFERED BY LESSEE RELATING TO THE VEHICLE.

#### 12. Events of Default; Remedies.

(a) The occurrence of any one or more of the following shall, at the option of Lessor, constitute an "Event of Default" under this Lease.

- (i) Lessee's failure to pay Rent when due; or
- (ii) Lessee's failure to perform and observe, or a violation or breach of, any other provision in this Lease within 10 days of written notice from Lessor of the failure.
- (b) If an Event of Default occurs, Lessor may at any time thereafter exercise its remedies available under law, including termination of this Lease.
- (c) The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of Lessor to exercise and no delay in exercising any right to remedy shall operate as a waiver thereof or modify the terms of this Lease.
- 13. <u>Assignment and Subletting</u>. Without the prior consent of Lessor, Lessee shall not assign this Lease or any interest therein or sublease or lend the Vehicle to any person or permit the Vehicle to be used by anyone other than Lessee. Any purported assignment of this Lease by Lessee without Lessor's prior written consent shall be void. Lessee shall not have the power to pledge or otherwise encumber its interest under this Lease or in the Vehicle, and any attempt to mortgage, pledge, or encumber made in violation of this section shall be void and an Event of Default.
- 14. <u>No Requirement to Refer.</u> Nothing in this Lease, whether written or oral, nor any consideration under this Lease contemplates or requires the referral of any patient. This Lease is not intended to influence the judgment of Lessee in selecting the medical facility or provider that is appropriate for the proper care and treatment of patients. Neither the Lessor nor the Lessee shall receive or be paid any compensation or remuneration for referrals, if any. The parties support a patient's right to select the medical facility and provider of his or her choice.

## 15. Miscellaneous.

- (a) Any act that Lessor is permitted to perform under this Lease may be performed at any time and from time to time by Lessor or any person or entity designated by Lessor.
- (b) Lessor shall in no event be construed for any purpose to be a partner, joint venturer, or associate of Lessee in the conduct of their respective businesses.
- (c) This Lease and any documents that may be executed by Lessee on or about the effective date of this Lease at Lessor's request constitute the entire agreement between the parties and supersede all prior understandings and agreements, whether written or oral, between the parties hereto relating to the Vehicle and the transactions provided for in this Lease. Lessor and Lessee are business entities having substantial experience with the subject matter of this Lease and have each fully participated in the negotiation and drafting of this Lease. Accordingly, this Lease shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter. The terms "includes" and "including" are not limiting.
- (d) This Lease may be modified, amended, discharged, or waived only by an agreement in writing signed by the party against whom enforcement of any such modification, amendment, discharge, or waiver is sought.
- (e) If any one or more of the provisions in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(f) All notices or other communications required or contemplated by this Lease shall be in writing and shall be deemed to have been given when (a) personally delivered in return for a receipt; (b) mailed by registered or certified mail, return receipt requested, or (c) sent by a recognized overnight courier service, as follows:

To Lessee: Mangum Regional Medical Center

Attn: Hospital Administrator 1 Wickersham Dr. Mangum Mangum, Oklahoma, 73554-9117

To Lessor: Cohesive MediRyde, LLC

43155 45th Street Shawnee, OK 74804

or to such other person or address as either party shall hereafter designate from time to time by similar notice. Such notices or communications shall be deemed given on personal delivery in return for a receipt, on the third (3<sup>rd</sup>) business day after depositing with the U.S. mail, on the next business day after being deposited with the recognized overnight courier service, or on the date sent by electronic transmission during normal business hours (otherwise on the next business day). The telephone numbers listed above are for general informational and contact purposes only and no notices required or contemplated by this Lease shall be given verbally by telephone.

[Signature Page Follows]

# EXECUTED as of the date first stated above.

LESSOR:	COHESIVE MEDIRYDE, LLC
	ByPrint Name:
LESSEE:	MANGUM REGIONAL MEDICAL CENTER
	By
	Print Name:

# EXHIBIT "A"

# Vehicle Description

- Make -DodgeYear 2019
- Model- Caravan
- Color White
- Current Mileage 119953VIN: 2C7WDGB6KR605640



Mangum Regional Medical Center 1 WICKERSHAM DRIVE MANGUM, OK 73554 Underwritten by: Progressive Northern Insurance Co March 19, 2025

Policy Period: Mar 21, 2025 - Mar 21, 2026

Page 1 of 3

Customer Phone number: 1-580-782-3353

# **Commercial Auto Insurance Quote**

Thank you for contacting me about your auto insurance needs. I am pleased to provide you with a quote from Progressive Northern Insurance Co, a company that offers competitive rates and many outstanding services. Progressive gives you access to your policy information through progressive agent.com, your customized website. Claims service is available 24 hours a day, 7 days a week.

# **Policy information**

Business: Hospital (Medical & Mental Health)

# **Quote for 12 month policy period**

If you pay your premium in full, you will receive a discount as shown.

Total policy premium	\$2,519.00
Paid in full discount	-427.00
Policy premium if paid in full	\$2,092.00

# **Payment plans**

Electronic Funds Transfer (EFT) assures that your payment is on time. Each payment includes a \$5.00 installment fee.

Payment plan	Total premium	Initial payment	Payments
11 Payments, 16.67% Down	\$2,442.00	\$407.09	9 payments of \$208.50 and 1 of \$208.41
10 Payments, 20.0% Down	\$2,442.00	\$488.40	8 payments of \$222.07 and 1 of \$222.04
6 Pay, Seasonal, 20.0% Down	\$2,442.00	\$488.40	5 payments of \$395.72
10 Payments, 25.0% Down	\$2,442.00	\$610.50	9 payments of \$208.50
4 Pay, Seasonal, 25.0% Down	\$2,442.00	\$610.50	3 payments of \$615.50
3 Payments, 40.0% Down	\$2,442.00	\$976.80	2 payments of \$737.60
2 Payments, 50.0% Down	\$2,442.00	\$1,221.00	1 payments of \$1,226.00

## Make payments by mail or at progressive agent.com. Each payment includes a \$12.00 installment fee.

Payment plan	Total premium	Initial payment	Payments
1 Payment	\$2,092.00	\$2,092.00	None
11 Payments, 16.67% Down	\$2,519.00	\$419.92	9 payments of \$221.91 and 1 of \$221.89
11 Payments, 20.0% Down	\$2,519.00	\$503.80	10 payments of \$213.52
10 Payments, 20.0% Down	\$2,519.00	\$503.80	8 payments of \$235.92 and 1 of \$235.84
6 Pay, Seasonal, 20.0% Down	\$2,519.00	\$503.80	5 payments of \$415.04
10 Payments, 25.0% Down	\$2,519.00	\$629.75	8 payments of \$221.92 and 1 of \$221.89

4 Pay, Seasonal, 25.0% Down	\$2,519.00	\$629.75	3 payments of \$641.75
4 Pay, Quarterly, 25.0% Down	\$2,519.00	\$629.75	3 payments of \$641.75
3 Payments, 40.0% Down	\$2,519.00	\$1,007.60	2 payments of \$767.70
2 Payments, 50.0% Down	\$2,519.00	\$1,259.50	1 payment of \$1,271.50

# To purchase insurance

Please review the information on your quote for accuracy; incomplete and inaccurate information could affect your rate. These rates are subject to verification of information. If you have any questions or would like to purchase a Progressive policy, please call me at **1-918-358-2562**. Your coverage will begin once your initial payment has been received. Thanks again for the opportunity to work with you.

## **Rated drivers**

The insured declares that no persons other than those listed in this application are expected to operate, even occasionally, the vehicle(s) described in this application.

	Date			
	of		Additional	
Name	Birth	Points	information	
Kellev Martinez	07/05/1982	0		

# **Outline of coverage**

Policy level coverage	Limits	Deductible	Premium
Uninsured Motorist	\$1,000,000 combined single limit		\$1,179
Total policy level coverage			\$1,179
Summary level coverage	Limits	Deductible	Premium
Liability To Others			\$478
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Medical Payments	Rejected		
Comprehensive			397
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			370
See Auto Coverage Schedule	Limit of liability less deductible		
Rental Reimbursement			62
See Auto Coverage Schedule			
Roadside Assistance			33
See Auto Coverage Schedule	Limit of liability less deductible		
Total summary of coverage			\$1,340
Total 12 month policy premium			\$2,519

# Auto coverage schedule

1. **2019 DODGE GRAND CARAVAN** Stated Amount: \* \$35,000 (including Permanently Attached Equip) VIN: **2C7WDGBG6KR605640** Garaging Zip Code: 73554 Radius: 50 miles

Personal use: N Body type: Mini Van

Liability Premium	Liability Premium \$478				
Physical Damage Premium	Comp Deductible \$1,000	Comp Premium \$397	Collision Deductible \$1,000	Collision Premium \$370	
	Rental	Rental	Roadside	Roadside	A. T. (
Other Coverages Premium	Limit \$30 per day Max \$900	Premium \$62	Deductible \$0	Premium \$33	Auto Total <b>\$1,340</b>

<sup>\*</sup>A vehicle's stated amount should indicate its current retail value, including any special or permanently attached equipment. In the event of a total loss, the maximum amount payable is the lesser of the Stated Amount or Actual Cash Value, less deductible. Be sure to check stated amount at every renewal in order to receive the best value from your Progressive Commercial Auto policy.

# **Premium discount**

Policy	
	Multi-Product

Form QUOTE (03/17)



350 5th Ave, Suite 4750 New York, NY 10118

Date Quote No. **Expiration Date** Billing **Payment Term Contract Length** 03 / 10 / 2025 00016542 December, 36 Months Net 30 Upfront

Chad Lampson Mangum Regional Medical Center 1 Wickersham St Mangum, Oklahoma, 73554

Hardware	Price	QTY	Discount	Subtotal
Meraki MX75 Firewall  Firewall   Meraki MX75 Firewall   Quantity in Units   MX75-HW	\$1,899.45	1	45.00%	\$1,044.70
Cisco Firepower 1010-ASA-K9 Firewall  Firewall   Cisco Firepower 1010-ASA-K9 Firewall   Quantity in  Units   FPR1010-ASA-K9	\$1,413.55	1	38.00%	\$876.40
		Line item	discount total	-\$1,391.90
		Hard	lware Total	\$1,921.10

Software Subscriptions	Price	QTY	Term	Discount	Subtotal
Meraki MX Cloud Meraki MX75 - Advanced	\$122.68	1	36	45.00%	\$2,429.06
Firewall   Meraki MX Cloud   Quantity in Licenses   LIC- MX75-SEC					
			Line iten	n discount total	-\$1,987.42

Service Subscriptions	Price	QTY	Discount	Subtotal
Cisco SMARTnet Total Care Firepower 1010	\$339.12	1	15.00%	\$288.25
Technical Support   Cisco SMARTnet Total Care   Quantity in Licenses   CON-SNT-FPR1010N				

**Software Subscriptions Total** 



\$2,429.06

Line item discount total -\$50.87

# **Service Subscriptions Total** \$288.25

		*Grand Total
		\$4,638.41
		*Plus all applicable taxes
		Are you a tax exempt business?
Accepted by	Date	
Send invoices to:		
Billing Contact		
○ Me		

#### Port53 Technologies Software License Agreement

Renewal Term: all Software Subscription Term(s) shall automatically renew for an additional term equal to the Contract Length noted above, unless either party gives the other written notice of non-renewal at least 90 days before the end of the then-current Software Subscription Term. Notwithstanding properly noticed non-renewal, the Client acknowledges the Software Subscription Term(s) cannot be terminated because Port53 Technologies must advance all fees on behalf of Client for the Software that is subject to the Software Subscription(s). Upon renewal, software subscriptions are subject to inflation related price adjustments not to exceed 8% on any renewal term.

<u>No Warranties</u>: the Software Subscription offered in this Quote is provided without any warranty, express or implied, and is being offered "as is." The Client must assess the compatibility and suitability of the Software Subscription(s) for their specific needs and requirements before proceeding with this Quote.

<u>Disputes</u>: Any legal action arising from this Quote shall be administered by the American Arbitration Association and the prevailing party shall be entitled to recover their attorneys' fees and costs from the other party.



# **Hospital Vendor Contract Summary Sheet**

- 1. ⊠ Existing Vendor ⊠ New Vendor
- 2. Name of Contract: Port53 Technologies
- 3. Contract Parties: MRMC/Port53 Technologies
- 4. Contract Type Services: IT
- 5. Impacted Hospital Departments: Cyber infrastructure
- **6. Contract Summary:** To provide hardware and software with support for a new firewall. A firewall provides cyber security and protection for our infrastructure. Our current firewall is reaching end of life and end of support. Once it hits end of life the firewall will just turn off and this makes the network and tunnels vulnerable to cyber-attacks.
- **7. Cost:** \$4,638.41
- **8. Prior Cost:** \$0
- **9. Term:** 36 month agreement
- 10. Termination Clause: None
- 11. Other: Current firewall is out of agreement



#### **Customer Order**

Customer Order Date: Customer Order: 03/03/2 Item 19.

<b>Customer Infor</b>	mation			
Sold To:		Ship To:	Bill To	
Legal Name:	MANGUM REGIONAL MEDICAL CENTER		Same as (Circle)	Sold To: Ship To:
DBA:	MANGUM REGIONAL MEDICAL CENTER	MANGUM REGIONAL MEDICAL CENTER		
Street Address:	1 WICKERSHAM ST	1 WICKERSHAM ST		
City,St.,Zip:	MANGUM, OK 73554-9117	MANGUM, OK 73554-9117		
Customer No.	10010264	10010264		

- 1. **Customer Orders**. Effective as of the date of both signatures below ("Effective Date"), this Customer Order is entered by and between CareFusion and Customer as separate and distinct agreements (combined for administrative convenience) for: (i) Rental Equipment and/or Software listed in the Product Schedule attached hereto and incorporated by this reference (each, a "Product" and, collectively, the "Products"); and (ii) Services applicable to the Products (collectively, the "Customer Orders"). The Customer Orders will be governed by the latest Master Agreement and Schedule(s) in effect between the Parties and applicable to the Products and Services ("Master Agreement"). Any reference to a "Rental Term(s)" or "Rental Fee(s)" in relation to Software will alternately refer to "Subscription Term(s)" or "Subscription Fee(s)", respectively.

  Notwithstanding the foregoing, if applicable to the Products hereunder, any reference to (a) "Master Agreement" will alternately refer to the Master Rental Terms and Conditions or Master Support Terms and Conditions and (ii) "Customer Order" will alternately refer to "Rental Agreement" or "Support Agreement."
- 2. **Configurations**. Pricing set forth on the product schedules attached to these Customer Orders is based on the specific configuration, including type and quantities of drawers in the Products, as applicable. Any changes to the products or configurations may result in a change in pricing, subject to the applicable Group Purchasing Organization Agreement or other related pricing agreements between the Parties. Customer's execution of the Equipment Confirmation form shall be confirmation of the Customer's intended final configuration of the Products as Accepted.

Any one-time shipping, implementation or service fees listed on the Product Schedule attached hereto ("One-Time Fees") will be invoiced on the first day of the month following the date the Agreement is signed by both Parties and shall be due and payable net 30 days from the date of the invoice.

proposed unde		ired for payment of the financial obligation r Order? <b>(Please Circle)</b>	Copies of this Customer Order will be sent to Ship To signer listed above.  When complete, additional copies will be sent to the following address:
Yes	No	Rental PO#:	Name:
			Street Address:
		Support PO#:	City,St.,Zip:
MANGUM REG			
	IONAL MEDI	CAL CENTER	CAREFUSION SOLUTIONS, LLC ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130 888.876.4287
Sign:	IONAL MEDI	CAL CENTER	ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130
Sign: Print:	IONAL MEDI	CAL CENTER	ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130 888.876.4287



Sold To: MANGUM REGIONAL MEDICAL CENTER #10010264 Ship To: MANGUM REGIONAL MEDICAL CENTER #10010264

GPO: PREMIER PPPH28CFS01 DISPENSING PPPH20CFS

**Customer Order Product Schedule** 

**Customer Order:** 1000281574

Product Discounts:

GPO: 29 % Non-Std Disc %: 42 %

Support Level: Comprehensive

Rental and Support Term: 84 months

	Trontal and Support Form. Strington											
The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 06/01/2025												
New Products				Rental Terms		Support Terms						
					Monthly Rental Fee		Monthly Support Fee					
Proposed Location Product ID Rx/ Prs Product Name P.Drws Tr.Type QTY			List	Net	Extended	List	Net	Extended				
S/N 16992483	135291-01		Profile Upgrade for Medstation ES		SWE	1	\$ 297.00	\$ 123.00	\$ 123.00	\$ 0.01	\$ 0.00	\$ 0.00
Totals:							\$ 123.00			\$ 0.00		

Total Monthly Rental & Support Fee: \$123.00

All fees mentioned are in USD

Item 19.

CareFusion Use Only Page: 2 / 2 Date: Mar 14, 2025

# **Hospital Vendor Contract Summary Sheet**

1.	
2.	Name of Contract: BD Pyxis
3.	Contract Parties: MRMC/Pyxis
4.	Contract Type Services: Equipment Rental
5.	Impacted Hospital Departments: Nursing
6.	<b>Contract Summary:</b> This update will allow patient profile data such as allergies and ordered medication be pulled over to the Emergency Department Pyxis Medstation. This is not currently happening in the ER it does on the Med/Surge floor.
7.	Cost: \$123.00/Month for 84 months
8.	Prior Cost: \$0
9.	Term: 84 months
10.	Termination Clause:
11.	Other:

#### HEALTHCARE LIABILITY COVERAGE TERMS

**ISSUING COMPANY:** The Medical Protective Company

Fort Wayne, Indiana

QUOTE NUMBER: H003788 EXPIRING POLICY NUMBER: H003788

FIRST NAMED INSURED: Mangum City Hospital Authority

**ADDRESS:** 1 Wickersham St

Mangum, OK 73554-9117

☐ Administrative First Named Insured

**POLICY PERIOD:** From 04/21/2025 to 04/21/2026 both days at 12:01 a.m. at the address of the First

Named Insured stated herein.

**COVERAGE PARTS SELECTED:** 

(Please refer to the applicable Schedule of Named Insureds for detailed Retroactive Dates, Limits of Liability, Retentions,

etc.)

Professional Liability: Claims-Made and Reported

General Liability: Occurrence

Employee Benefits Liability: Claims-Made and Reported

**RETROACTIVE DATE:** 

Professional Liability: 10/01/2004

**General Liability:** n/a

Employee Benefits Liability: 10/01/2004

All days at 12:01 a.m. at the address of the First Named Insured stated herein.

LIMITS OF LIABILITY:

**Professional Liability:** 

Per Event Limit \$1,000,000 Aggregate Limit \$3,000,000

Claims Expenses Defense Outside Limits

**General Liability:** 

Per Event Limit \$1,000,000
General Aggregate Limit \$3,000,000
Products Completed Operations Hazard Aggregate Limit \$3,000,000

Personal and Advertising Injury Limit \$1,000,000 Each Person

Damage to Premises Rented to an Insured \$ 50,000 Any One Premises

Medical Expense Limit \$ 5,000 Each Person
Claims Expenses Defense Outside Limits

**Employee Benefits Liability:** 

Employee Benefits Liability Per Event Limit \$1,000,000 Employee Benefits Liability Aggregate Limit \$3,000,000

Claims Expenses Defense Outside Limits

**RETENTION:** 

**Professional Liability:** \$5,000 Per Event / \$Nil Aggregate

Deductible - Loss and Claims Expense

Item	$^{\circ}$
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	110111 20.		
General Liability: \$5,000 Per Event / \$Nil Aggregate			
Deductible - Loss and Claims Expense			
\$1,000 Per Event / \$Nil Aggregate			
Deductible - Loss and Claims Expense			
\$60,288			
\$ 200			
\$60,488			
nedule of Forms and Endorsements			
1	\$1,000 Per Event / \$Nil Aggregate  Deductible - Loss and Claims Expense  \$60,288 \$200 \$60,488		

# **ADDITIONAL TERMS AND CONDITIONS**

Expiration Date of Quotation:	This quote is valid until the requested Policy Effective Date.
Subjectivities:	This quote is provided in reliance upon the representations made prior to the Quotation Date, is contingent upon the underwriting of a completed application and is also subject to the following:  • Most recent audited financial statements  • Agreement to an on-site risk assessment within the policy period
Significant Coverage Provisions:	In addition to the standard policy conditions and terms, the following significant coverage provisions or endorsements will be added to the policy:  • N/A
Additional Notes:	• N/A

# Issuing Com Item 20. The Medical Protective Company Fort Wayne, Indiana

# THIS NOTICE IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS NOTICE DOES NOT GRANT ANY COVERAGE OR CHANGE THE POLICY.

**Forming Part of Policy No.:** H003788 (Primary Policy)

**Issued to:** Mangum City Hospital Authority

**Policy Period:** From 04/21/2025 to 04/21/2026 at 12:01 a.m. at the address of the First Named

Insured stated herein.

# DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT SCHEDULE\*

Terrorism Premium Quoted – Primary Policy (for Certified Acts) \$200

Terrorism Premium Quoted – Excess Policy (for Certified Acts) \$ N/A

The portion of premium that is attributable to coverage for certified acts of terrorism is shown in the Schedule of this endorsement if such coverage is purchased, and does not include any charges for the portion of losses covered by the United States Government under the Act.

Additional information, if any, concerning the terrorism premium:

Coverage for acts of terrorism is included in your policy unless you sign and return this document indicating that you are declining coverage for certified acts of terrorism.

You are hereby notified that under the Terrorism Risk Insurance Act, as amended and reauthorized, 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.

<sup>\*</sup> Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

Item 20.

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 GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS SET FORTH ABOVE 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.

By receipt of this Disclosure, you have been notified that under the Terrorism Risk Insurance Act, as extended on December 22, 2005, amended on December 31, 2007 and January 12, 2015, and reauthorized on December 20, 2019, any losses resulting from certified acts of terrorism under this policy coverage may be partially reimbursed by the United States Government, and may be subject to a \$100 billion cap that may reduce the coverage provided. By receipt of this Disclosure, you have been notified of the portion of the premium attributable to such coverage.

#### **ELECTION TO PURCHASE TERRORISM COVERAGE:**

IF YOU ELECT TO PURCHASE THE TERRORISM COVERAGE DESCRIBED IN THIS DISCLOSURE NOTICE, YOU NEED DO NOTHING FURTHER. COVERAGE FOR ACTS OF TERRORISM WILL BE AUTOMATICALLY ADDED TO YOUR POLICY FOR THE PREMIUM SET FORTH ABOVE.

#### **DECLINATION OF TERRORISM COVERAGE:**

IN ORDER TO DECLINE TO PURCHASE COVERAGE, I UNDERSTAND THAT I MUST SIGN BELOW AND RETURN THIS DISCLOSURE FORM TO MY AUTHORIZED REPRESENTATIVE OR INSURANCE COMPANY. I FURTHER UNDERSTAND THAT IF I FAIL TO SIGN THIS DISCLOSURE FORM AND RETURN IT, I HAVE ELECTED TO PURCHASE TERRORISM COVERAGE AND THE PREMIUM AMOUNT(S) SET FORTH ABOVE WILL BE ADDED TO MY POLICY PREMIUM, AND COVERAGE FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WILL BE ADDED TO MY POLICY.

Policyholder/Applicant's Signature — Declination of Terrorism Cove	rage Only
Print Name	
Date	



#### Item 20. **Issuing Com The Medical Protective Company** Fort Wayne, Indiana

**Forming Part of Policy No.:** H003788

Issued to: Mangum City Hospital Authority

From 04/21/2025 to 04/21/2026 at 12:01 a.m. at the address of the First Named Insured stated herein. **Policy Period:** 

#### **SCHEDULE OF FORMS AND ENDORSEMENTS**

Forms and Endorsements attached to this Policy:

FORM NAME	FORM NUMBER	ENDORSEMENT NUMBER
Healthcare Liability Policy Declarations	0001-PXX-OK-0121	
Schedule of Forms and Endorsements	0002-PXX-00-1215	
Schedule of Named Insureds - Professional Liability	0006-PPX-00-1215	
Schedule of Named Insureds - General Liability	0007-PGX-00-0717	
Schedule of Trade, Fictitious and/or Business Names	0009-PXX-00-1215	
Healthcare Liability Policy Common Policy Provisions and Conditions	0010-PXX-00-0121	
Healthcare Liability Policy - Professional Liability Coverage Part	0011-PPH-00-0121	
Healthcare Liability Policy - General Liability Coverage Part	0012-PGX-00-0121	
Schedule of Additional Insureds - Management Company Endorsement	1124-PXX-00-0121	
Disciplinary, Licensing and Credentialing Actions Endorsement (Professional Liability)	1303-PPX-00-0121	
Blanket Physician Insureds Endorsement (Professional Liability)	1355-PPX-00-0121	
Employee Benefits Liability Endorsement (General Liability) (Claims-Made and Reported Coverage)	1504-PGX-00-0121	
Blanket Waiver of Subrogation Endorsement (General Liability)	1512-PGX-00-1215	
Blanket Additional Insured - Premises and Equipment Lessors Endorsement (General Liability)	1514-PGX-00-0121	
Blanket Hired and Non-Owned Auto Liability Limited Coverage Endorsement (General Liability)	1517-PGX-00-0121	
Cap on Losses from Certified Acts of Terrorism Endorsement (General Liability)	1536-PGX-00-0520	
Evacuation, Disinfection and Public Relations Expenses Endorsement (General Liability)	1563-PGX-00-0121	
Sexual Misconduct with Sublimits for Innocent Insureds Endorsement (General Liability)	1565-PGX-00-0121	
Oklahoma Amendatory Endorsement	1802-PXX-OK-0121	

## Issuing Com Item 20. The Medical Protective Company Fort Wayne, Indiana

Forming Part of Policy No.: H003788

**Issued to:** Mangum City Hospital Authority

**Policy Period:** From 04/21/2025 to 04/21/2026 at 12:01 a.m. at the address of the First Named

Insured stated herein.

#### SCHEDULE OF NAMED INSUREDS - PROFESSIONAL LIABILITY

Only with respect to coverage provided under the Professional Liability Coverage Part, and in consideration of the premium due, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree the organizations and persons listed below are designated as **named insureds** and the Retroactive Dates, Limits of Liability and Retentions shown on the Declarations are amended as follows, but only with respect to the designated **named insureds**.

		SCHEDULE (	OF NAMED I	NSUREDS		
NAMED INSURED	ID NUMBER	RETRO- ACTIVE DATE	TERMIN- ATION DATE	LIMITS OF LIABILITY (PER EVENT LIMIT/ AGGREGATE LIMIT)	RETENTION (PER EVENT/ AGGREGATE)	PREMIUM
Mangum City Hospital Authority	221619	10/01/2004	10	\$1,000,000 / \$3,000,000	\$5,000 / \$Nil	\$47,814
Physician FTEs :						
Physician FTE 1		02/01/2005		\$1,000,000 / \$3,000,000	FNI	\$4,122
All Emergency Medicine and Hospitalist Physicians and Residents Employed and Contracted by Mangum City Hospital Authority	1923944			Physician FTE 1	Physician FTE 1	Included

<sup>\*</sup> Indicates any applicable surcharges, taxes or fees.

As used in this Schedule, "FNI" means the **first named insured**.

## Issuing Com Item 20. The Medical Protective Company Fort Wayne, Indiana

Forming Part of Policy No.: H003788

**Issued to:** Mangum City Hospital Authority

**Policy Period:** From 04/21/2025 to 04/21/2026 at 12:01 a.m. at the address of the First Named

Insured stated herein.

#### SCHEDULE OF NAMED INSUREDS - GENERAL LIABILITY

Only with respect to coverage provided under the General Liability Coverage Part, and in consideration of the premium due, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree the organizations and persons listed below are designated as **named insureds** and the Retroactive Dates, Limits of Liability and Retentions shown on the Declarations are amended as follows, but only with respect to the designated **named insureds**.

#### **LIMITS OF LIABILITY:**

Per Event Limit \$1,000,000

General Aggregate Limit \$3,000,000

Products Completed Operations Hazard Aggregate Limit \$3,000,000

Personal and Advertising Injury Limit \$1,000,000 Each Person

Damage to Premises Rented to an Insured \$ 50,000 Any One Premises

Medical Expense Limit \$ 5,000 Each Person

Claims Expenses Defense Outside Limits

#### **RETENTION:**

\$5,000 Per Event / \$NIL Aggregate Deductible - Loss and Claims Expense

SCHEDULE OF	NAMED I	NSURED	S	
		RETRO-	TERMIN-	
	ID	ACTIVE	ATION	
NAMED INSURED	NUMBER	DATE	DATE	PREMIUM
Mangum City Hospital Authority	221619	n/a		\$8,352

<sup>\*</sup> Indicates any applicable surcharges, taxes or fees.

## Issuing Com Item 20. The Medical Protective Company Fort Wayne, Indiana

Forming Part of Policy No.: H003788

**Issued to:** Mangum City Hospital Authority

Policy Period: From 04/21/2025 to 04/21/2026 at 12:01 a.m. at the address of the First Named

Insured stated herein.

### HEALTHCARE LIABILITY POLICY SCHEDULE OF TRADE, FICTITIOUS AND/OR BUSINESS NAMES

In consideration of the payment of the premium due, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree that any trade, fictitious, and/or business name listed in the Schedule of Trade, Fictitious and/or Business Names below and any other trade, fictitious and/or business name by which any **named insured** operates or trades as are by reference included in the coverage afforded to the associated **named insured**. Any such trade, fictitious and/or business name shares the Limits of Liability and any other terms and conditions applicable to the associated **named insured**, regardless of the number of **named insured(s)** scheduled below or on the policy.

SCHEDULE OF TRADE, FICTITIOUS AND/OR BUSINESS NAMES			
	ID	TRADE, FICTITIOUS OR BUSINESS (D/B/A)	
NAMED INSURED	NUMBER	NAME	
Mangum City Hospital Authority	221619	Mangum Family Clinic	
Mangum City Hospital Authority	221619	Mangum Regional Medical Center	



#### Issuing Company: The Medical Protective Company Fort Wayne, Indiana

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Endorsement No.:** 

Forming Part of Policy No.: H003788

**Issued to:** Mangum City Hospital Authority

**Effective Date of Endorsement:** 04/21/2025 at 12:01 a.m. at the address of the First Named Insured stated herein.

### HEALTHCARE LIABILITY POLICY SCHEDULE OF ADDITIONAL INSUREDS — MANAGEMENT COMPANY ENDORSEMENT

Only with respect to coverage provided under this endorsement and only under the Coverage Part(s) listed in the Schedule of Additional Insureds – Management Company below, and in consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

The definition of **additional insured** in the Definitions section of the Common Policy Provisions and Conditions is deleted and replaced with the following:

**Additional insured** means a **management company** named in a **claim** or **potential claim** that arises from a **health care event**, **event** or offense resulting from the management of a **named insured** or **location** listed in a Schedule of Additional Insureds – Management Company.

The following definition is added to the Definitions section of the Common Policy Provisions and Conditions:

**Management company** means any person or organization listed in a Schedule of Additional Insureds – Management Company who has a signed management company agreement with a **named insured** that is in effect at the time of the **health care event**, **event** or offense.

The following subparagraph is added to the Insuring Clause(s) of the Coverage Part(s) listed in the Schedule of Additional Insureds – Management Company below:

The **company's** duty to defend and pay **losses** or **claims expense** on behalf of any **insured** shall extend to any **additional insured** meeting the terms and conditions of this policy, but only with respect to liability arising out of the management of a **named insured** or **location** listed in a Schedule of Additional Insureds – Management Company.

However, the coverage provided to an **additional insured** shall not be broader than that which an **insured** is required by written contract or agreement to provide to that **additional insured** and is subject to all other conditions, definitions, exclusions and terms applicable to the **insured**.

The following provision is added to the Limits of Liability section of the Coverage Part(s) listed in the Schedule of Additional Insureds – Management Company below:

ADDITIONAL INSUREDS

The **management company** shares the Limits of Liability of the applicable Coverage Part with the corresponding Named Insured/Location listed in a Schedule of Additional Insureds – Management Company, and with any **insured** 

who is acting within the scope of their duties for the corresponding Named Insured/Location.

SCHEDULE OF ADDI	TIONAL INSUREDS — MANAGEME	NT COMPANY
MANAGEMENT COMPANY	NAMED INSURED/LOCATION	COVERAGE PART
Cohesive Healthcare Management & Consulting, LLC	Mangum City Hospital Authority	Professional Liability & General Liability



**Endorsement No.:** 

Forming Part of Policy No.: H003788

**Issued to:** Mangum City Hospital Authority

**Effective Date of Endorsement:** 04/21/2025 at 12:01 a.m. at the address of the First Named Insured stated herein.

## HEALTHCARE LIABILITY POLICY DISCIPLINARY, LICENSING AND CREDENTIALING ACTIONS ENDORSEMENT (PROFESSIONAL LIABILITY)

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

The following provision is added to the Insuring Clause section of the Professional Liability Coverage Part:

DISCIPLINARY, LICENSING, AND CREDENTIALING ACTIONS

The **company's** duty to defend a **claim** includes the defense of any disciplinary, licensing, or credentialing action brought against an **insured** who is a person by (1) a state board of medical examiners or state dental board responsible for investigating and disciplining licensees, (2) a hospital or facility professional review board or committee through formally adopted, written procedures, or (3) the United States Drug Enforcement Administration, subject to the following additional conditions:

- A. If the policy provides coverage to such an **insured** on a Claims-Made and Reported basis:
  - the action must arise from the insured's rendering of, or failure to render, professional services, after the retroactive date, but before the end of the policy period, and for which there is no other insurance available; and
  - 2. the action must be first initiated against the **insured** during the **policy period**.
- B. If the policy provides coverage to such an **insured** on an Occurrence basis, the action must arise from the **insured's** rendering of, or failure to render, **professional services** during the **policy period**, and for which there is no other insurance available.
- C. The payment of **claims expense** for such actions will be in addition to the applicable Limit of Liability. However, the **company** will not pay more than \$25,000 in **claims expense** on behalf of an **insured** for any single action. Furthermore, the **company** will not pay more than \$100,000 for **claims expense** on behalf of all **insureds** for all such actions covered under the policy.
- D. The **company** has no duty to pay any fines, penalties, or other costs assessed against an **insured** as a result of any such action.

However, payments for **claims** under this Insuring Clause shall not be subject to any Deductible or Self-Insured Retention.

**Endorsement No.:** 

Forming Part of Policy No.: H003788

**Issued to:** Mangum City Hospital Authority

**Effective Date of Endorsement:** 04/21/2025 at 12:01 a.m. at the address of the First Named Insured stated herein.

### BLANKET PHYSICIAN INSUREDS ENDORSEMENT (PROFESSIONAL LIABILITY)

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

Only with respect to coverage under the Professional Liability Coverage Part, the definition of **employee** in the Common Policy Provisions and Conditions is deleted and replaced with the following:

**Employee** means any person who is under the supervision and control of any **named insured** and who was acting within the scope of their duties on behalf of that **named insured** at the time of the **event**, offense, **health care event** or any other act or omission that results in a **claim** or **potential claim**. **Employee** also includes any leased worker, temporary worker or volunteer so long as such person is or was acting within the scope of their duties on behalf of a **named insured** that is an organization.

As used in this definition:

- "leased worker" means a person leased to, or used by, a named insured under an agreement between a named insured and organizations providing staffing to a named insured to perform duties related to the conduct of that named insured's business. Leased worker does not include a temporary worker;
- "temporary worker" means a person who is furnished to a named insured to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions. A temporary worker does not include a leased worker; and
- "volunteer" means a person who provides their services or labor to a named insured, without being paid by that named insured, under the supervision or direction of the named insured. Volunteer does not include any independent contractor or staff physician.

However, **employee** does not mean any podiatrist, chiropractor, dentist, certified registered nurse anesthetist or midwife.

## Issuing Com The Medical Protective Company Fort Wayne, Indiana

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Endorsement No.:** 

Forming Part of Policy No.: H003788

**Issued to:** Mangum City Hospital Authority

**Effective Date of Endorsement:** 04/21/2025 at 12:01 a.m. at the address of the First Named Insured stated herein.

# HEALTHCARE LIABILITY POLICY EMPLOYEE BENEFITS LIABILITY ENDORSEMENT (GENERAL LIABILITY) (CLAIMS-MADE AND REPORTED COVERAGE)

#### **NOTICE:**

This endorsement contains claims-made and reported coverage. Please read this endorsement carefully.

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

The following provision is added to the Insuring Clauses section of the General Liability Coverage Part:

#### **EMPLOYEE BENEFITS LIABILITY**

1. Claims-Made and Reported

This is Claims-Made and Reported coverage and the following provisions apply:

- a. The company will pay on behalf of any insured all loss and claims expense, subject to any applicable Deductible or Self-Insured Retention, and up to the Limits of Liability shown on the Declarations with respect to this Insuring Clause, arising from an event related to the administration of employee benefits that took place on or after the applicable retroactive date shown on the Declarations. Moreover, to be covered under this policy, the loss or claims expense must arise from:
  - a claim that was first made against, and received by, an insured during the policy period, and reported to the company, in writing, during the policy period or within any applicable extended reporting period; or
  - (2) a **potential claim** that was first known about or discovered by an **insured** during the **policy period**, and reported to the **company**, in writing, during the **policy period** or within the automatic limited **extended reporting period**.
- b. All claims and potential claims for damages arising out of, or in connection with, the same event will be deemed to have been first made on the date that the first of those claims is made against any insured, or the date the first of such potential claims is discovered by an authorized insured, whichever date is earlier. Only the policy in effect when the first such claim is made and reported to the company, or the first such potential claim is discovered and reported to the company, whichever is earlier, will apply to the event, no matter when any subsequent claims are made or reported, or potential claims are discovered and reported. If, prior to the effective date of this policy, the first such claim is made, or the first such potential claim is discovered, this policy will not apply to any subsequent claim or potential claim made during this policy period or any extended reporting period.

Only with respect to coverage provided under this endorsement, the following definitions are added to the Definitions section of the Common Policy Provisions and Conditions:

#### **Administration** means:

- 1. providing information to **employees**, including their dependents and beneficiaries, with respect to eligibility for or scope of an **employee benefits** program;
- 2. handling records in connection with an **employee benefits** program; or
- 3. effecting, continuing, or terminating any **employee's** participation in any **employee benefits** program.

#### Administration does not mean:

- 1. the exercise of or failure to exercise any authority or control respecting:
  - a. the management of any **employee benefits** program; or
  - b. the investment or disposition of any **employee benefits** program;
- 2. the rendering of any advice with respect to the investment of any assets of any **employee benefits** program;
- 3. handling payroll deductions; or
- 4. handling overtime requirements or payments, or payroll issues concerning exempt or non-exempt **employees**.

**Employee benefits** means any group benefits administered on behalf of a **named insured's employees**, including:

- 1. group insurance plans or programs, such as life, health, accident, dental, or legal advice;
- 2. individual retirement accounts, salary reduction plans under I.R.S. Code 401(k), or any amendment thereto, savings plans, pension plans, stock ownership plans or employee stock subscription plans;
- 3. travel or vacation plans; or
- 4. workers' compensation, occupational disease, unemployment, Social Security, or disability benefits insurance.

Only with respect to coverage provided under this endorsement, the EMPLOYEE BENEFITS LIABILITY exclusion and the ERISA exclusion are deleted from the Exclusions section of the Common Policy Provisions and Conditions.

The following exclusions are added to the Exclusions section of the General Liability Coverage Part:

EXCLUSIONS APPLICABLE TO THE EMPLOYEE BENEFITS LIABILITY INSURING CLAUSE

The coverage provided under the Employee Benefits Liability Insuring Clause does not apply to:

1. Bodily Injury, Property Damage And Personal And Advertising Injury

Any claim arising from, or in connection with, bodily injury, property damage, or personal and advertising injury.

2. Claim For Benefits Where Funds Available With Reasonable Cooperation

Any **claim** for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the **insured**, from the applicable funds accrued or other collectible insurance.

3. Collective Bargaining

Any **claim** arising from, or in connection with, the breach of any collective bargaining agreement.

4. ERISA

Any **claim** arising from, or in connection with, an **insured's** duty as a sponsor of an employee benefit plan under the Employee Retirement Income Security Act of 1974 (ERISA), or any amendment or regulation that applies thereto. However, this exclusion is limited to:

a. any breach of any insured's fiduciary duties in violation of any applicable law or regulation;

- an insured's failure or inability to fund the plan in accordance with the plan document or any applicable law or regulation; and
- c. liability for the payment of benefits owed to a participant or beneficiary of the plan that have been paid or may lawfully be paid from the plan's funds or those of other employee programs.
- 5. Failure To Perform Under A Contract

Damages arising out of the failure of an insurer to perform under a contract.

6. Health Care Event

Any **claim** arising from, or in connection with, any **health care event**.

7. Performance Of Investments And Advice Given Regarding Employee Benefits

Any **claim** arising from, or in connection with:

- a. errors in providing information on past performance of investment vehicles; or
- b. advice given to any person with respect to that person's decision to participate or not to participate in any **employee benefits** plan.
- 8. Unpaid Obligations Under Employee Benefit Plan

Any **claim** arising from, or in connection with, damages arising out of an insufficiency of funds to meet any obligations under any plan included as an **employee benefit**.

The following provisions are added to the Limits of Liability Section of the General Liability Coverage Part:

#### EMPLOYEE BENEFITS LIABILITY PER EVENT LIMIT

The Employee Benefits Liability Per Event Limit of Liability shown on the Declarations is the most the **company** will pay under the Employee Benefits Liability Insuring Clause because of **bodily injury** arising out of any one **event**.

#### EMPLOYEE BENEFITS LIABILITY AGGREGATE LIMIT

The Employee Benefits Liability Aggregate Limit of Liability shown on the Declarations is the most the **company** will pay because of **bodily injury** included in the Employee Benefits Liability Insuring Clause.

Only with respect to the Employee Benefits Liability Insuring Clause, the Settlement condition in the Conditions section of the Common Policy Provisions and Conditions is deleted and replaced by the following:

#### **SETTLEMENT**

The **company** may settle any **claim**, **potential claim**, or other matter brought against an **insured** as the **company** deems expedient. However, the **company** shall first provide written notice to the **first named insured**.

**Endorsement No.:** 

Forming Part of Policy No.: H003788

**Issued to:** Mangum City Hospital Authority

**Effective Date of Endorsement:** 04/21/2025 at 12:01 a.m. at the address of the First Named Insured stated herein.

### HEALTHCARE LIABILITY POLICY BLANKET WAIVER OF SUBROGATION ENDORSEMENT (GENERAL LIABILITY)

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

Only with respect to coverage provided under the General Liability Coverage Part, the following condition is added to the Conditions section of the Common Policy Provisions and Conditions:

#### WAIVER OF SUBROGATION

The **company** shall waive any right of recovery the **company** may have against a person or organization to the extent that the **insured** has agreed in writing prior to the date of loss to waive the **insured's** rights of recovery against that person or organization.

**Endorsement No.:** 

Forming Part of Policy No.: H003788

**Issued to:** Mangum City Hospital Authority

**Effective Date of Endorsement:** 04/21/2025 at 12:01 a.m. at the address of the First Named Insured stated herein.

### HEALTHCARE LIABILITY POLICY BLANKET ADDITIONAL INSURED — PREMISES AND EQUIPMENT LESSORS ENDORSEMENT (GENERAL LIABILITY)

Only with respect to coverage provided under this endorsement and under the General Liability Coverage Part, and in consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

The definition of **additional insured** in the Definitions section of the Common Policy Provisions and Conditions is deleted and replaced with the following:

**Additional insured** means a **premises lessor or equipment lessor** named in a **claim** or **potential claim** that arises from an **event** or offense resulting from the acts or omissions of an **insured** in the maintenance, operation or use of premises or equipment leased to a **named insured** that took place during the term of the lease for those premises or equipment. However, such **premises lessor or equipment lessor** is not an **additional insured** with respect to **events** or offenses arising from, or in connection with, any acts or omissions alleged to have been committed by that **premises lessor or equipment lessor**.

The following definition is added to the Definitions section of the Common Policy Provisions and Conditions:

**Premises lessor or equipment lessor** means any person or organization who provides premises and/or equipment to an organization that is a **named insured** pursuant to a written lease agreement during the **policy period**.

The following subparagraph is added to all Insuring Clauses of the General Liability Coverage Part:

The **company's** duty to defend and pay **losses** or **claims expense** on behalf of any **insured** shall extend to any **additional insured** meeting the terms and conditions of this policy, but only with respect to any **loss** or **claims expense** payable as the result of the **additional insured's** vicarious liability for the acts or omissions of an **insured** otherwise covered under this Coverage Part.

However, the coverage provided to an **additional insured** shall not be broader than that which an **insured** is required by written contract or agreement to provide to that **additional insured** and is subject to all other conditions, definitions, exclusions and terms applicable to the **insured**. Additionally, coverage shall not apply to structural alterations, new construction or demolition operations performed by or on behalf of an **additional insured**.

The following provision is added to the Limits of Liability section of the General Liability Coverage Part:

ADDITIONAL INSUREDS

Additional insureds share the Limits of Liability of the insured for which the additional insured is alleged to be vicariously liable for the acts or omissions of the insured otherwise covered under this Coverage Part.



**Endorsement No.:** 

Forming Part of Policy No.: H003788

**Issued to:** Mangum City Hospital Authority

**Effective Date of Endorsement:** 04/21/2025 at 12:01 a.m. at the address of the First Named Insured stated herein.

## HEALTHCARE LIABILITY POLICY BLANKET HIRED AND NON-OWNED AUTO LIABILITY LIMITED COVERAGE ENDORSEMENT (GENERAL LIABILITY)

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

Only with respect to coverage provided under this endorsement, the following provision is added to the Bodily Injury and Property Damage Liability Insuring Clause of the General Liability Coverage Part:

The **company** will pay on behalf of an **insured** all **loss** and **claims expense**, subject to any applicable Deductible or Self-Insured Retention, and up to the Limits of Liability shown on the Declarations with respect to this Insuring Clause, arising from an **event** resulting in **bodily injury** or **property damage** that, notwithstanding any provision to the contrary in this Insuring Clause, occurred during the **policy period**, and arising from:

- 1. the maintenance or use by any **insured** of a **hired auto** in the course of the **insured's** business; or
- 2. the use of a **non-owned auto** by an **insured** in the course of the **insured's** business.

Only with respect to coverage provided under this endorsement, the Aircraft, Auto or Watercraft, Liquor Liability and Mobile Equipment exclusions in the Exclusions section of the General Liability Coverage Part are deleted.

Only with respect to coverage provided under this endorsement, the Damage to Property exclusion in the Exclusions section of the General Liability Coverage Part is deleted and replaced with the following:

#### Damage To Property

#### **Property damage** to:

- a. property owned or being transported by, or rented, leased, or loaned to any **insured**.
- b. property in the care, custody, or control of any **insured**.

Only with respect to coverage provided under this endorsement, the following persons and organizations are added to the definition of **insureds** in the Definition section of the Common Policy Provisions and Conditions:

- 1. any person using a **hired auto** with an **insured's** permission;
- 2. with respect to a **non-owned auto**, any partner or executive officer of an **insured**, but only while such **non-owned auto** is being used on behalf of the **insured**; and

3. any other person or organization, but only with respect to their liability because of acts or omissions of an **insured** otherwise covered under the Bodily Injury and Property Damage Insuring Clause, or the acts of an **insured** as defined under subparagraphs 1 and 2 above.

Only with respect to coverage provided under this endorsement, the following persons and organizations are not **insureds**, notwithstanding any provision to the contrary in the Definition section of the Common Policy Provisions and Conditions:

- 1. any person engaged in the business of their employer with respect to **bodily injury** to any co-employee of such person injured in the course of employment, or consequential injury to any relative of such co-employee, or for any obligation to reimburse a third party as the result of the **bodily injury** to the co-employee;
- 2. any partner, executive officer or manager (if the **insured** is a limited liability company) with respect to any **auto** owned by such partner or officer or a member of their household;
- 3. any person while employed in or otherwise engaged in performing duties related to the conduct of an **auto business** other than an **auto business** operated by the **insured**;
- 4. the owner or lessee (of whom the **insured** is a sublessee) of a **hired auto** or the owner of a **non-owned auto** or any agent of **employee** of any such owner or lessee; or
- 5. any person or organization with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not an **insured**.

Only with respect to coverage provided under this endorsement, the following definitions apply:

**Auto business** means the business or occupation of selling, repairing, servicing, storing or parking **autos**.

**Hired auto** means any **auto** an **insured** leases, hires, rents or borrows on a temporary, occasional or infrequent basis. It does not include any **auto** the **insured** leases, hires, rents or borrows from:

- 1. any of the **insured's employees** or members of their households; or
- 2. partners, executive officers or managers (if the **insured** is a limited liability company) or members of their households.

**Non-owned auto** means any **auto** the **insured** does not own, lease, hire or borrow which is used in connection with the **insured**'s business. However, if the **insured** is a partnership, a **non-owned auto** does not include any **auto** owned by any partner.

**Tort liability** means liability that would have been imposed by law in the absence of any contract or agreement.

Only with respect to coverage provided under this endorsement, the Other Insurance in the Conditions section of the Common Policy Provisions and Conditions is deleted and replaced by the following:

If any other valid and collectable insurance is available to any **insured** for a **claim** or **potential claim** under any primary policy covering the "hired auto" or "non-owned auto", then this insurance will be excess over such other insurance even if such other insurance is stated to be primary, excess, contingent or otherwise.

**Endorsement No.:** 

Forming Part of Policy No.: H003788

**Issued to:** Mangum City Hospital Authority

**Effective Date of Endorsement:** 04/21/2025 at 12:01 a.m. at the address of the First Named Insured stated herein.

## HEALTHCARE LIABILITY POLICY CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM ENDORSEMENT (GENERAL LIABILITY)

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

The following provision is added to the Limits of Liability section of the General Liability Coverage Part:

#### CERTIFIED ACTS OF TERRORISM

If losses covered by insurance that are attributable to **certified acts of terrorism** in a calendar year exceed \$100 billion in the aggregate, and the **company** has met its deductible amount under the **TRIA Act** for that calendar year, the **company** shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, the losses are subject to pro rata allocation in accordance with the procedures established by the Secretary of the Treasury.

Only with respect to coverage provided under the General Liability Coverage Part, the following definitions are added to the Definitions section of the Common Policy Provisions and Conditions:

**Certified act of terrorism** means an act that is certified by the Secretary of the Treasury in accordance with the provisions of the **TRIA Act**, to be an act of terrorism pursuant to the **TRIA Act**. The **TRIA Act** sets forth the following criteria for a **certified act of terrorism**:

- 1. The act resulted in losses covered by insurance in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the **TRIA Act**;
- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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. The act must have resulted in damage within the United States including its territories and possessions and Puerto Rico, or outside the United States in cases of an air carrier or vessel meeting the definitions of such as provided in the TRIA Act, or the premises of a United States mission; and
- 3. No act of terrorism shall be certified if the act is committed as a part of the course of a war declared by Congress.

**TRIA Act** means the federal Terrorism Risk Insurance Act of 2002, as extended on December 22, 2005, and amended on December 31, 2007 and January 12, 2015, and reauthorized on December 20, 2019.

## Issuing Com Item 20. The Medical Protective Company Fort Wayne, Indiana

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Endorsement No.:** 

Forming Part of Policy No.: H003788

**Issued to:** Mangum City Hospital Authority

**Effective Date of Endorsement:** 04/21/2025 at 12:01 a.m. at the address of the First Named Insured stated herein.

### EVACUATION, DISINFECTION AND PUBLIC RELATIONS EXPENSES ENDORSEMENT (GENERAL LIABILITY)

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

The following provision is added to the Insuring Clauses section of the General Liability Coverage Part:

EVACUATION, DISINFECTION AND PUBLIC RELATIONS EXPENSES

The **company** will reimburse a **named insured**, upon satisfactory proof of payment, for:

- 1. **evacuation expenses** paid by the **named insured** resulting from an **evacuation event** that occurred during this **policy period**;
- 2. **disinfection expenses** paid by the **named insured** resulting from a **disinfection event** that occurred during this **policy period**; or
- 3. **public relations expenses** paid by the **named insured** resulting from a **public relations event** that occurred during this **policy period**;

provided that no other valid and collectible insurance is available to the **named insured**, whether on a primary, excess, contingent or any other basis, for the **evacuation expense**, **disinfection expense**, or **public relations expense**.

The **company's** duty to reimburse a **named insured** for any **evacuation expenses**, **disinfection expenses**, or **public relations expenses** is strictly conditioned upon an **authorized insured's** forwarding a report of the **evacuation event**, **disinfection event**, or **public relations event**, as applicable, to the **company** during the **policy period**, or within 60 days thereafter. All such reports shall be directed to the **company** in writing and include documented proof, a description, and details regarding the time, date and place of the **evacuation event**, **disinfection event**, or **public relations event**, as applicable.

Only with respect to coverage provided under this endorsement, the following definitions are added to the Definitions section of the Common Policy Provisions and Conditions:

**Disinfection event** means any case or series of cases of hospital-borne infectious bacteria, virus or disease that requires reporting of such case or series of cases to any local, state or federal governmental or healthcare oversight agency or entity. However, the definition of **disinfection event** does not include a contamination as a result of pollutant, war, or an act of terrorism.

**Disinfection expenses** means reasonable costs and expenses incurred by a **named insured**:

- 1. to hire a third party to disinfect an **insured's** premises as a result of a **disinfection event**; or
- 2. to notify third parties directly affected by such **disinfection event**.

However, **disinfection expenses** do not include any salaries, benefits, remuneration, overhead, fees, or loss of earnings incurred by, or paid to, any **insured**.

**Evacuation event** means an evacuation of a **named insured's** premises because a determination is made by the **named insured** that imminent danger exists arising from an external event or a condition in the **named insured's** premises which would cause loss of life or harm to **patients** or **residents**. **Evacuation event** does not include an evacuation arising from:

- 1. a strike, bomb threat or false fire alarm, unless vacating is ordered by a civil authority;
- 2. a planned vacating drill;
- 3. the vacating of one or more **patients** or **residents** that is due to, and confined to, an individual's medical condition;
- a governmental action;
- 5. a nuclear hazard; or
- 6. war or military action.

#### Evacuation expenses means reasonable costs and expenses incurred by a named insured:

- 1. to perform an evacuation; or
- 2. to notify third parties directly affected by such **evacuation event**.

#### However, evacuation expenses do not include:

- 1. any other expenses incurred by an **employee**, volunteer, or other person providing assistance with, in any part of, or included in, the evacuation; or
- 2. any salaries , benefits, remuneration, overhead, fees or loss of earnings incurred by, or paid to, any **insured**.

**Public relations event** means the publication or broadcast of information which can reasonably be expected to damage a **named insured's** reputation, if such event is caused by:

- 1. an evacuation event;
- 2. a disinfection event;
- 3. an actual or alleged act, error or omission in the furnishing or failure to furnish **treatment**;
- 4. an abusive act; or
- 5. workplace violence or threat of workplace violence.

#### Public relations expenses means reasonable fees and costs incurred by a named insured:

- 1. to engage attorneys, experts and consultants, including third-party media consultants and security consultants to respond directly to an **evacuation event**, **disinfection event**, or **public relations event**;
- 2. to notify third parties directly affected by an applicable **evacuation event**, **disinfection event**, or **public relations event**; or
- 3. incurred in the management of public relations of an applicable **evacuation event**, **disinfection event**, or **public relations event**.

#### However, **public relations expenses** do not include:

- 1. any salaries, benefits, remuneration, overhead, fees, or loss of earnings incurred by, or paid to, any **insured**; or
- 2. expenses for general brand promotion or awareness, business upgrades, redesigns, reconfigurations, improvements, or maintenance expenses, or expenses related to normal or ongoing business operations.

Only with respect to coverage provided under this endorsement, the following provision is added to the Limits of Liability section of the General Liability Coverage Part:

#### EVACUATION, DISINFECTION AND PUBLIC RELATIONS EXPENSES

Per Event Limit \$100,000 Aggregate Limit \$100,000

The Aggregate Limit shown above is the most the **company** will reimburse for all **evacuation expenses**, **disinfection expenses**, or **public relations expenses** in connection with all **evacuation events**, **disinfection events**, or **public relations events**.

The Per Event Limit specified above is the most the **company** will reimburse a **named insured** for **evacuation expenses**, **disinfection expenses**, or **public relations expenses** in connection with any **evacuation event**, **disinfection event**, or **public relations event**.

Only with respect to coverage provided under this endorsement, the following exclusion is added:

#### **Privacy Breach**

Any request for reimbursement of **public relations expenses** paid in connection with a criminal or civil investigation, complaint or formal administrative proceeding, if such investigation, complaint, or proceeding arises from or is in connection with an actual or alleged violation or infringement of any right to privacy, or any breach of any of the following regulations, or similar statutes and regulations, associated with the confidentiality, access, control, and use of personally identifiable, non-public information:

- 1. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), known as HIPAA, and related state medical privacy laws;
- 2. Gramm-Leach-Bliley Act of 1999 (G-L-B), also known as the Financial Services Modernization Act of 1999;
- 3. state and Federal statutes and regulations regarding the security and privacy of consumer information;
- 4. governmental privacy protection regulations or laws associated with the control and use of personal information;
- 5. privacy provisions of consumer protection laws, including the Federal Fair Credit Reporting Act (FCRA) and similar state laws;
- 6. Children's Online Privacy Protection Act or similar laws; and
- 7. the EU Data Protection Act or other similar privacy laws worldwide.

**Endorsement No.:** 

Forming Part of Policy No.: H003788

**Issued to:** Mangum City Hospital Authority

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## SEXUAL MISCONDUCT WITH SUBLIMITS FOR INNOCENT INSUREDS ENDORSEMENT (GENERAL LIABILITY) (CLAIMS-MADE AND REPORTED COVERAGE)

#### **NOTICE:**

This endorsement contains claims-made and reported coverage. Please read this endorsement carefully.

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

The following provision is added to the Insuring Clauses section of the General Liability Coverage Part:

#### A. SEXUAL MISCONDUCT LIABILITY

1. Claims-Made and Reported

Regardless of whether "Claims-Made and Reported" or "Occurrence" is shown on the Declarations with respect to this Coverage Part, the following provisions apply:

- a. The **company** will pay on behalf of any **insured**, not including a **perpetrator**, all **loss**, subject to any applicable Deductible or Self-Insured Retention, and up to the Sexual Misconduct Sublimits of Liability, arising from a **sexual misconduct event** otherwise triggering the General Liability Coverage Part, that took place on or after the Sexual Misconduct Liability retroactive date if the following apply:
  - the insured did not know at the time of the actual or alleged sexual misconduct, that the
    perpetrator had previously engaged in, or was alleged to have previously engaged in, sexual
    misconduct; and
  - (2) for a **named insured** organization, that an **authorized insured** did not know at the time of the actual or alleged **sexual misconduct**, that the **perpetrator** had previously engaged in, or was alleged to have previously engaged in, **sexual misconduct**.

Moreover, to be covered under this policy, the **loss** must arise from:

- (1) a **claim** that was first made against, and received by, an **insured** during the **policy period**, and reported to the **company**, in writing, during the **policy period** or within any applicable **extended reporting period**; or
- (2) a **potential claim** that was first known about or discovered by an **insured** during the **policy period**, and reported to the **company**, in writing, during the **policy period** or within the automatic limited **extended reporting period**.

- b. The company will pay claims expense, subject to any applicable Deductible or Self-Insured Retention, and up to the Sexual Misconduct Sublimits of Liability if shown in this endorsement as "Defense Within Limits," to defend any insured against any claim or potential claim arising from a sexual misconduct event otherwise triggering the General Liability Coverage Part, that took place on or after the Sexual Misconduct Liability retroactive date. Moreover, to be covered under this policy, the claims expense must arise from:
  - a claim that was first made against, and received by, an insured during the policy period, and reported to the company, in writing, during the policy period or within any applicable extended reporting period; or
  - (2) a **potential claim** that was first known about or discovered by an **insured** during the **policy period**, and reported to the **company**, in writing, during the **policy period** or within the automatic limited **extended reporting period**.

However, the **company's** defense of an **insured** will cease when it is established by trial or arbitration verdict, court ruling, regulatory ruling or legal admission, nolo contendere/no contest plea, or Alford plea that the **insured** engaged in **sexual misconduct**. Additionally, the **company's** defense of a **named insured** organization will cease when it is established by trial or arbitration verdict, court ruling, regulatory ruling or legal admission, nolo contendere/no contest plea, or Alford plea that an **authorized insured** knew at the time of the actual or alleged **sexual misconduct** that the person accused of having engaged in the act had previously engaged in, or was alleged to have previously engaged in, **sexual misconduct**.

c. All claims and potential claims by all persons or organizations arising out of, or in connection with, a sexual misconduct event involving the same perpetrator, will be deemed to have been first made on the date that the first of those claims is made against any insured, or the date the first of such potential claims is discovered by an authorized insured, whichever date is earlier. Only the policy in effect when the first such claim is made and reported to the company, or the first such potential claim is discovered and reported to the company, whichever is earlier, will apply to the sexual misconduct event no matter when any subsequent claims are made or reported, or potential claims are discovered and reported. If, prior to the effective date of this policy, the first such claim is made, or the first such potential claim is discovered, this policy will not apply to any subsequent claims or potential claims made during this policy period or any extended reporting period.

The following provision is added to the Limits of Liability section of the General Liability Coverage Part:

#### SEXUAL MISCONDUCT LIABILITY

Per Sexual Misconduct Event Sublimit \$ 1,000,000 Aggregate Sexual Misconduct Event Sublimit: \$ 3,000,000

Claims Expenses Defense Outside Limits

Subject to the applicable Aggregate Limit available under this policy for this Coverage Part, the Aggregate Sexual Misconduct Event Sublimit is the most the **company** will pay under this Coverage Part for all **sexual misconduct events** for all **insureds** covered under this policy regardless of the number of **insureds**, **claims** made or **potential claims** first discovered, person or organizations making **claims** or **potential claims**, or **locations**.

Subject to the applicable Per Event and Aggregate Limits of Liability available under this policy for this Coverage Part, and the Aggregate Sexual Misconduct Event Sublimit shown above, the Per Sexual Misconduct Event Sublimit is the most the **company** will pay under this Coverage Part for any **sexual misconduct event** covered under this policy regardless of the number of **insureds, claims** made or **potential claims** first discovered, persons or organizations making **claims** or **potential claims**, or **locations**.

The Per Sexual Misconduct Event Sublimit and the Aggregate Sexual Misconduct Event Sublimits of Liability specified above are within and shall erode the applicable Per Event and Aggregate Limits of Liability under this Coverage Part.

The following is added to the Retroactive Dates item shown on the Declarations:

Sexual Misconduct Liability: 04/21/2023

The Sexual Misconduct exclusion in the Exclusions section of the General Liability Coverage Part is deleted and replaced with the following:

#### Sexual Misconduct

Any **claim** or **potential claim** arising from, or in connection with, any actual or threatened **sexual misconduct**. The **company** will, however, provide a defense and indemnity for such allegations subject to the Sexual Misconduct Liability insuring clause.

Only with respect to coverage provided under this endorsement, the following definitions are added to the Definitions section of the Common Policy Provisions and Conditions:

**Perpetrator** means any individual who allegedly or actually, directly or indirectly participated in, acted in concert with, or aided and abetted, any consensual or non-consensual conduct, physical acts, gestures or communications of a sexual act or nature, including, but not limited to: sexual intimacy, sexual molestation, sexual assault, sexual battery, sexual abuse, sexual harassment, sexual exploitation, or alienation of affection.

**Sexual misconduct event** means an **event** resulting in **bodily injury** or **property damage**, or an offense resulting in **personal and advertising injury**, arising out of, or in connection with, **sexual misconduct**. All **events** resulting in **bodily injury** or **property damage**, or offenses resulting in **personal and advertising injury**, arising out of, or in connection with, **sexual misconduct** involving the same **perpetrator** shall constitute one **sexual misconduct event** regardless of the number of acts of **sexual misconduct**, persons injured, **insureds**, **locations**, or length of time over which such **sexual misconduct** occurs.

Only with respect to coverage provided under this endorsement, the Settlement condition in the Conditions section of the Common Policy Provisions and Conditions is amended by adding the following:

However, the **company** may settle any **claim** or **potential claim** involving a **sexual misconduct event** as the **company** deems expedient after first providing written notice to the **first named insured**.

**Endorsement No.:** 

Forming Part of Policy No.: H003788

**Issued to:** Mangum City Hospital Authority

**Effective Date of Endorsement:** 04/21/2025 at 12:01 a.m. at the address of the First Named Insured stated herein.

### HEALTHCARE LIABILITY POLICY OKLAHOMA AMENDATORY ENDORSEMENT

In consideration of the payment of the additional premium due, if any, and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

The Economic Sanctions Exclusion in the Exclusions section of the Common Policy Provisions and Conditions is deleted and replaced with the following:

#### ECONOMIC SANCTIONS EXCLUSION

Whenever coverage provided by this policy would be in violation of any U.S. economic trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control, such coverage shall be null and voidable. Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any **claim** or **potential claim** that would be in violation of U.S. economic or trade sanctions as described above shall also be null and voidable.

The Fraudulent Claims Exclusion in the Exclusions section of the Common Policy Provisions and Conditions is deleted and replaced with the following:

#### FRAUDULENT CLAIMS

Any **claim** or **potential claim** made by an **insured** who knows that the **claim** or **potential claim** is false or fraudulent, as regards to amount or otherwise; additionally, this policy shall become voidable and all **claims** and **potential claims** hereunder shall be forfeited.

The Cancellation, Nonrenewal and/or Termination of Coverage condition in the Conditions section of the Common Policy Provisions and Conditions is deleted and replaced with the following:

#### CANCELLATION, NONRENEWAL AND/OR TERMINATION OF COVERAGE

- 1. This policy may be canceled by the **first named insured**. The **first named insured** shall provide written notice to the **company** requesting cancellation. The cancellation shall be effective on the date requested by the **first named insured** or the date the notice is received by the **company**, whichever is later.
- Any coverage contained within this policy may be terminated by the **first named insured**. The **first named insured** shall provide written notice to the **company** requesting the coverage termination. The termination shall be effective on the date requested by the **first named insured** or the date the notice is received by the **company**, whichever is later.
- 3. If the **first named insured** cancels this policy, or terminates any coverage contained therein, earned premium shall be computed in accordance with the standard short rate tables and procedure. If the **company** cancels this policy, or terminates any coverage contained therein, earned premium shall be computed pro rata. Premium

adjustments shall be made within a reasonable period of time after cancellation. However, payment or tender of unearned premium shall not be a condition of cancellation.

- 4. This policy, or any coverage contained therein, may also be canceled or terminated by the **company**. The **company** will provide written notice to the **first named insured** at the last address on record with the **company** not less than 10 days prior to the effective date of such cancellation if the reason for cancellation is nonpayment of premium. If the cancellation is for any reason other than nonpayment of premium, the **company** will provide written notice to the **first named insured** at the last address on record with the **company** not less than 45 days prior to the effective date of such cancellation.
- 5. If the policy is in place for less than 45 business days and is not a renewal policy, the **company** may cancel the policy for any reason. If the policy is in place for 45 business days or longer, or is a renewal policy, the **company** may only cancel the policy for one or more of the following reasons:
  - a. nonpayment of premium;
  - b. discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any **claims** or **potential claims** submitted thereunder;
  - c. discovery of willful or reckless acts or omissions by an insured which increases any hazard insured against;
  - d. the occurrence of a change in the risk which substantially increases any hazard insured against after the coverage has been issued or renewed;
  - e. a violation of any federal, state or local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
  - f. a determination by the Oklahoma Commissioner of Insurance that the continuation of the policy would place the **company** in violation of the state's insurance laws;
  - g. an **insured's** conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or
  - h. **loss** or substantial changes in the **company's** reinsurance.
- 6. This policy may be nonrenewed by the **company** by providing written notice of the nonrenewal to the **first named** insured at the last known address not less than 45 days prior to the expiration date provided in the policy. If the notice is provided less than 45 days before the end of the **policy period**, the **policy period** shall be extended until 45 days after the notice was provided. Earned premium for such an extension of coverage shall be calculated pro rata based upon the rate applicable at the beginning of the **policy period**. However, no notice is required if:
  - a. the **company** has offered to renew the policy;
  - b. the **insured** obtained replacement coverage;
  - c. the **insured** has agreed in writing to obtain replacement coverage; or
  - d. the **insured** has agreed in writing to obtain replacement coverage.
- 7. The **company** will provide notice to the **first named insured** at least 45 days prior to the end of the **policy period** if the **company** intends to condition renewal upon:
  - a. an increase in premium;
  - b. a change in the deductible;
  - c. a reduction in the limits of insurance; or
  - d. a reduction in the coverage offered.

If the notice required under this subparagraph is provided less than 45 days prior to the end of the **policy period**, the policy shall remain in effect without change until 45 days after the notice is given, or the effective date of any replacement coverage obtained by the **insured**, whichever occurs first. If the **insured** elects not to renew, earned premium for any extension of the **policy period** shall be calculated pro rata based upon the rate applicable at the beginning of the **policy period**. If the **insured** accepts the change(s), the change(s) shall become effective at the beginning of the new **policy period**. However, no advance notice shall be required for changes:

- a. in a rate or plan filed with or approved by the Insurance Commissioner, or filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act and applicable to an entire class of business;
- b. based upon the altered nature of the extent of the risk insured; or
- c. in policy forms filed with or approved by the Oklahoma Insurance Commissioner and applicable to an entire class of business.
- 8. If the **company** cancels or nonrenews an **insured's** policy, the **insured's** coverage under that policy shall terminate on the earlier of:
  - a. the date stated on the cancellation or nonrenewal notice; or
  - b. the date the **insured** procures replacement coverage.

The Fraud Warning condition in the Conditions section of the Common Policy Provisions and Conditions is deleted and replaced with the following:

#### OKLAHOMA FRAUD WARNING

WARNING: Any person who knowingly, and with an intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

The Representations condition in the Conditions section of the Common Policy Provisions and Conditions is deleted and replaced with the following:

#### **REPRESENTATIONS**

- By acceptance of this policy, each **insured** agrees and represents that the statements and particulars made in all **applications** are true and correct. It is further understood and agreed that all **applications** are incorporated into, and shall form a part of, this policy. Therefore, this policy and any endorsements hereto, and all **applications** embody all agreements between the **company** and any of its authorized representatives, and all **insureds** relating to this insurance.
- 2. In the event any **application** was executed or endorsed by an **insured's** insurance producer, the **insured** acknowledges that the insurance producer has acted under the **insured's** express authority and that the **insured** has thoroughly reviewed the information contained on any **application**.
- 3. The representations made by an **insured** in the **applications** are the basis for the coverage provided, as well as the **company's** calculation of the applicable premium. Therefore, it is understood and agreed that, to the extent permitted by law, the **company** reserves all rights, including the right to rescind this policy, or deny any coverage provided for a **claim** or **potential claim**, based upon any material misrepresentation made by any **insured**. As used in this condition, "material misrepresentation" means concealment, misrepresentation, omission or fraud which, if known by the **company**, would have led to refusal by the **company** to make this contract or provide coverage, or to make this contract or provide coverage on different terms or conditions.
- 4. No knowledge or information possessed by any **insured** shall be imputed to any other **insured**, except for material facts or information known to the person or persons who signed or submitted an **application** to the **company**. In the event of any material misrepresentation in connection with any of the particulars or statements in the **application**, this policy shall be voidable with respect to any **insured** who knew of such material misrepresentation or to whom such knowledge is imputed.

The following condition is added to the Conditions section of the Common Policy Provisions and Conditions:

#### ADDRESS OF COMPANY

The **company** is located at 5814 Reed Road, Fort Wayne, Indiana, 46835.

Item 20.

The following provision is added to the Optional Extended Reporting Period provision of the Extended Reporting Period condition of the Conditions section of the Common Policy Provisions and Conditions:

The **company** has no duty to make an offer for an **extended reporting period** if the policy is cancelled for material misrepresentation, fraud or nonpayment of premium.



#### **Hospital Vendor Contract Summary Sheet**

1.	<b>⊠</b> Existing Vendor
2.	Name of Contract: MedPro
3.	Contract Parties: MRMC/MedPro
4.	Contract Type Services: Liability Insurance
5.	Impacted Hospital Departments: Hospital
6.	<b>Contract Summary:</b> This is professional and general liability insurance for clinical providers.
7.	Cost: \$60,488.00
8.	<b>Prior Cost:</b> \$59,165.00
9.	Term: 12 months
10.	Termination Clause:
11.	Other:

#### Cybersecurity Insurance Review, Comparison, and Recommendation

#### Overview

Selecting the right cybersecurity insurance is critical to managing cyber risks, especially in the healthcare sector. This review compares two policies—CFC Renewal (Lloyd's of London) and FourTrust91 Captive (Tokio Marine HCC)—and provides a recommendation based on coverage, risk management, and long-term value.

#### **Policies Reviewed**

#### 1. CFC Renewal Quote (Lloyd's of London)

- Premium: \$8,016.21Coverage Highlights:
  - Cyber Incident Response: \$1M per claim (Legal, IT Security, Crisis
     Communication, Privacy Breach Management, Post-Breach Remediation)
  - Cyber Crime: \$250K \$1M per claim (Funds Transfer Fraud, Corporate Identity Theft, Extortion, etc.)
  - o System Damage & Business Interruption: \$1M per claim
  - o Network Security & Privacy Liability: \$1M aggregate
  - o Regulatory Fines: \$1M aggregate
  - Media & Technology Liability: \$1M aggregate
  - o Court Attendance Costs: \$100K aggregate
- **Deductibles:** \$0 to \$5K per claim
- Additional Fees: Broker Fee, Carrier Policy Fee, Surplus Line Tax

#### 2. Mangum 25-26 Cyber CAPTIVE Proposal (FourTrust91 & Tokio Marine HCC)

- **Premium:** \$14,181.14 (Includes risk management fee)
- Coverage Highlights:
  - Third-Party Liability: \$1M per claim (Security & Privacy, Regulatory Defense, PCI DSS)
  - First-Party Coverages: \$1M per claim (Breach Event, Cyber Extortion, System Failure, Bricking Loss, BrandGuard)
  - o Cyber Crime: \$250K per claim (Fraud, Phishing, Telecommunications Fraud)
  - o Bodily Injury: \$250K per claim
  - o Property Damage: \$50K per claim
  - o Court Attendance: \$25K per claim
- **Deductibles:** \$10K per claim
- Additional Benefits:
  - CyberCrashCart<sup>TM</sup>: Physical breach response toolkit
  - Risk Consulting Services: 5 hours annually
  - o **Premium Incentives:** Discounts for proactive cybersecurity measures

### **Side-by-Side Comparison**

Coverage Area	CFC Renewal (Lloyd's of London)	FourTrust91 Captive (Tokio Marine HCC)
Annual Premium	\$8,016.21	\$14,181.14 (Includes risk management fee)
Deductibles	\$0 - \$5,000 per claim	\$10,000 per claim
<b>Cyber Incident Response</b>	\$1M per claim	\$1M per claim
Legal & Regulatory Costs	\$1M per claim	\$1M per claim
IT Security & Forensic Costs	\$1M per claim	\$1M per claim
<b>Crisis Communication Costs</b>	\$1M per claim	\$1M per claim
Privacy Breach Management	\$1M per claim	\$1M per claim
<b>Post-Breach Remediation</b>	\$50K per claim	\$25K per claim
Cyber Crime Coverage	\$250K - \$1M per claim	\$250K per claim
System Damage & Business Interruption	\$1M per claim	\$1M per claim
<b>Brand Protection (Reputation Loss)</b>	Not Included	\$1M per claim (BrandGuard Coverage)
<b>Bodily Injury Liability</b>	Not Covered	\$250K per claim
Property Damage Liability	Not Covered	\$50K per claim
<b>Court Attendance Costs</b>	\$100K per claim	\$25K per claim
<b>Regulatory Fines &amp; Penalties</b>	\$1M aggregate	\$1M per claim
PCI DSS Liability	\$1M aggregate	\$1M per claim
<b>Cyber Extortion (Ransomware)</b>	\$1M per claim	\$1M per claim
Social Engineering / Phishing Fraud	\$50K - \$250K per claim	\$50K - \$250K per claim
<b>Dependent System Failure</b>	\$1M per claim	\$1M per claim
Hardware Replacement (Bricking Loss)	\$1M per claim	\$1M per claim
Risk Consulting Services	Not Included	5 Hours Annually
Cyber Incident Response Toolkit	Not Included	CyberCrashCart <sup>TM</sup>
<b>Premium Incentives for Security Improvements</b>	Not Offered	Available
Insurance Carrier	Lloyd's of London (Non-Admitted)	Tokio Marine HCC (A++ Rated)

**Recommendation: FourTrust91 Captive Program** 

#### Why?

#### 1. Broader Risk Management Support

- o Includes **5 hours of cybersecurity consulting** and a **CyberCrashCart**<sup>TM</sup>, which offers **proactive tools** to mitigate incidents.
- Stronger focus on collaborative security efforts with hospital associations.

#### 2. Comprehensive Coverage with Higher Limits in Key Areas

- o Strong brand protection (BrandGuard) for reputational damage.
- Bodily Injury & Property Damage Coverage, which is absent in the CFC policy.
- Expanded Cyber Crime Protection (Phishing Fraud, Telecommunications Fraud).

#### 3. Potential for Premium Reduction

 The program offers **premium incentives** for cybersecurity improvements, lowering long-term costs.

#### 4. Tokio Marine HCC's Strong Financial Backing

o A.M. Best **A++ rating** indicates high reliability.

#### 5. Industry-Specific Focus

 Tailored for hospitals, with specialized risk assessment and compliance services (HIPAA, PCI DSS).

#### **Final Verdict**

While CFC Renewal offers lower upfront costs (\$8K vs. \$14K), FourTrust91 provides better long-term value by including risk management services, broader coverage, and premium reduction incentives. If budget flexibility allows, FourTrust91 is the recommended choice for its superior protection and proactive approach to cybersecurity risk mitigation.

#### **Hospital Vendor Contract Summary Sheet**

1.	☐ Existing Vendor ☐ New Vendor
2. 3.	Name of Contract: Coalition Contract Parties: MRMC/FourTrust91 Partners Captiva
4.	Contract Type Services: Service Contract
5.	Impacted Hospital Departments: Hospital Records
6.	<b>Contract Summary:</b> To provide cyber coverage and help protect against a wide range of cyber incidents. Coverage for up-front cost in the event of a claim. Help mitigate cyber risk. Will pay expenses related to network, regulatory agencies, PCI fines, and will help with breach response cost.
7.	Cost: \$14,181.14
8.	Prior Cost: \$8,653.26
9.	Term: yearly
10.	Termination Clause: None
11.	Other:



Los Angeles, CA 90071

Phone: 213-439-3400

Shelli Barrios Mar 11, 2025

Insurica Insurance Services, LLC - Oklahoma City P.O. Box 25928 Oklahoma City, OK 73125

Mangum Regional Medical Center, Ref# 13427448-C Re: Proposed Effective 4/21/2025 to 4/21/2026

**CRC** GROUP

Dear Shelli:

We are pleased to confirm the attached quotation for (Cyber) being offered with Lloyds of London. This carrier is Non-Admitted in the state of OK. Please note that this quotation is based on the coverage, terms and conditions as stated in the attached quotation, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this quotation carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms quoted as per the attached and those terms originally requested. The attached quotation may not be bound without a fully executed CRC brokerage agreement.

NOTE: The Insurance Carrier indicated in this quotation reserves the right, at its sole discretion, to amend or withdraw this quotation if it becomes aware of any new, corrected or updated information that is believed to be a material change and consequently would change the original underwriting decision.

Should coverage be elected as quoted per the attached, Premium and Commission are as follows:

Premium: \$6,900.00 Broker Fee \$400.00 Carrier Policy Fee \$250.00 Surplus Lines Tax \$453.00 OK Transaction Fee \$13.21

Option to Elect Terrorism Coverage

TRIPRA Premium: INCLUDED

Additional Taxes:

Total Including TRIA(if elected) \$8,016.21

**Grand Total:** \$8,016.21

Commission: 12%

**MEP:** %

**Broker Fees & Policy Fees are Fully Earned at Binding** 

NOTE: If insured is located outside your resident state, you must hold appropriate non-resident license prior to binding.

If Non Admitted the following applies:

#### Oklahoma Tax Filings are the responsibility of: ( ) Your Agency (x) CRC

This policy is not subject to the protection of any guaranty association in the event of liquidation or receivership of the insurer.

Upon requesting quotes and/or placement for the coverage listed herein, the producing retail broker hereby confirms that he/she has performed any and all diligent searches, as may be required by statute, for coverage through licensed carriers or other means of placement, and as necessary maintain proof of declination. Where allowed by governing statutes, "diligent effort" may not require an actual physical search and declination on each risk, but may be based on the retail producing broker's own experience, opinion and overall knowledge of acceptability in the admitted marketplace.

CRC is compensated in a variety of ways, including commissions and fees paid by insurance companies and fees paid by clients. Some insurance companies pay brokers supplemental commissions (sometimes referred to as "contingent commissions" or "incentive commissions"), which is compensation that is based on a broker's performance with that carrier. These supplemental commissions may be based on volume, profitability, retention, growth or other measures. Even if a contingent commission agreement exists with a carrier, we recognize that our responsibility is to promote the best interests of the policyholder in the selection of an insurance company. For more information on CRC's compensation, please contact your CRC broker.

#### **Financing Insurance Premiums**

Premium financing budgets insurance payments and improves liquidity for other business objectives: working capital, business growth, building expansion.

If your clients choose to pay their insurance in monthly installments, it's fast and easy with AFCO Premium Finance. AFCO provides premium financing solutions for large, mid-size and small corporate accounts;

Find out how premium financing works and how it can expand your relationship with your clients by e-mailing AFCODirect@afco.com; or call toll- free 877-317-6437.

Sincerely,

ProElite 213-439-3400 LAExecProSupport@crcgroup.com 13427448



#### **INDICATION OF TERMS**

REFERENCE NUMBER: 5222714

COMPANY NAME: Mangum Regional Medical Center

TOTAL PAYABLE: USD7,150.00

Premium breakdown:

Cyber & Privacy: USD5,500.00

Cyber Crime: USD1,400.00

TRIA: USD0.00

Policy Administration Fee: USD250.00

BUSINESS OPERATIONS: Hospital

LEGAL ACTION: Worldwide

TERRITORIAL SCOPE: Worldwide

REPUTATIONAL HARM PERIOD: 12 months

INDEMNITY PERIOD: 12 months

WAITING PERIOD: 8 hours

WORDING: Cyber, Private Enterprise v3.2

ENDORSEMENTS: Complaints Notice (USA)

CRC Swett Special Amendatory Clause v3.0 Contingent Bodily Injury Amendatory Clause

Policyholder Disclosure Notice Of Terrorism Insurance

Coverage

SUBJECTIVITIES: This quote is subject to the following being provided by

the stated deadline:

1. Satisfactory confirmation that you have downloaded & registered our incident response mobile app, details of which can be found with your policy documents. (30 days post binding)

POLICY PERIOD: 12 months

DATE OF ISSUE: 11 Mar 2025

OPTIONAL EXTENDED REPORTING

PERIOD:

12 months for 100% of applicable annualized premium

SECURITY: Certain underwriters at Lloyd's and other insurers

THIS INDICATION OF TERMS IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE

PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS, RETENTIONS AND APPLICABLE CLAUSES



#### **DECLARATIONS**

### THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN EACH AND EVERY CLAIM LIMIT

#### **INSURING CLAUSE 1: CYBER INCIDENT RESPONSE**

SECTION A: INCIDENT RESPONSE COSTS

Limit of liability: USD1,000,000 each and every claim

Deductible: USD0 each and every claim

SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability: USD1,000,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability: USD1,000,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability: USD1,000,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: USD1,000,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: USD1,000,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability: USD50,000 each and every claim, subject to a

maximum of 10% of all sums we have paid

as a direct result of the cyber event

Deductible: USD0 each and every claim



#### **INSURING CLAUSE 2: CYBER CRIME**

#### **SECTION A: FUNDS TRANSFER FRAUD**

Limit of liability: USD250,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION B: THEFT OF FUNDS HELD IN ESCROW

Limit of liability: USD250,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION C: THEFT OF PERSONAL FUNDS

Limit of liability: USD250,000 each and every claim

Deductible: USD5,000 each and every claim

**SECTION D: EXTORTION** 

Limit of liability: USD1,000,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION E: CORPORATE IDENTITY THEFT

Limit of liability: USD250,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION F: TELEPHONE HACKING

Limit of liability: USD250,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION G: PUSH PAYMENT FRAUD

Limit of liability: USD50,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

Limit of liability: USD250,000 each and every claim

Deductible: USD5,000 each and every claim



#### **INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION**

#### SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability: USD1,000,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION B: INCOME LOSS AND EXTRA EXPENSE

Limit of liability: USD1,000,000 each and every claim, sub-limited to

USD1,000,000 in respect of system failure

Deductible: USD5,000 each and every claim

SECTION C: ADDITIONAL EXTRA EXPENSE

Limit of liability: USD100,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability: USD1,000,000 each and every claim, sub-limited to

USD1,000,000 in respect of system failure

Deductible: USD5,000 each and every claim

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability: USD1,000,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION F: CLAIM PREPARATION COSTS

Limit of liability: USD25,000 each and every claim

Deductible: USD0 each and every claim

SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability: USD1,000,000 each and every claim

Deductible: USD5,000 each and every claim



#### THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN AGGREGATE LIMIT

#### INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability: USD1,000,000 in the aggregate, including costs and

expenses

Deductible: USD5,000 each and every claim, including costs and

expenses

SECTION B: PRIVACY LIABILITY

Aggregate limit of liability: USD1,000,000 in the aggregate, including costs and

expenses

Deductible: USD5,000 each and every claim, including costs and

expenses

SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability: USD1,000,000 in the aggregate, including costs and

expenses

Deductible: USD5,000 each and every claim, including costs and

expenses

SECTION D: REGULATORY FINES

Aggregate limit of liability: USD1,000,000 in the aggregate, including costs and

expenses

Deductible: USD5,000 each and every claim, including costs and

expenses

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate limit of liability: USD1,000,000 in the aggregate, including costs and

expenses

Deductible: USD5,000 each and every claim, including costs and

expenses

**INSURING CLAUSE 5: MEDIA LIABILITY** 

SECTION A: DEFAMATION

Aggregate limit of liability: USD1,000,000 in the aggregate, including costs and

expenses

Deductible: USD5,000 each and every claim, including costs and

expenses

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability: USD1,000,000 in the aggregate, including costs and

expenses

Deductible: USD5,000 each and every claim, including **costs and** 

expenses

**INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS** 

NO COVER GIVEN



### **INSURING CLAUSE 7: COURT ATTENDANCE COSTS**

Aggregate limit of liability: USD100,000 in the aggregate

Deductible: USD0 each and every claim



#### **OUR REGULATORY STATUS**

CFC Underwriting Limited is authorised and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Reference Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at https://register.fca.org.uk/. Alternatively, the Financial Conduct Authority may be contacted on +44 (0)20 7066 1000.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

#### **HOW TO COMPLAIN - USA**

We intend to provide an excellent service to you. However, we recognize that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the certificate and/or claim number.

Alternatively, you can contact us directly at complaints@cfc.com or please write to:

Chief Executive Officer CFC Underwriting Limited 85 Gracechurch Street London EC3V OAA United Kingdom

If you remain dissatisfied after we have considered your complaint and provided our response, you may have the right to refer your complaint to the Department of Insurance in your State for review.

You will be provided with further information about your complaint escalation rights to the Department of Insurance in your State by us on receipt of your complaint.

The existence of this complaints procedure does not affect your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.



#### DATA PROTECTION NOTICE

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at dataprotection@cfc.com.

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

http://www.cfc.com/privacy



#### OTHER COSTS, FEES AND CHARGES

A Policy Administration Fee may be charged by CFC Underwriting Limited for administration costs incurred by it for its role in the distribution of this policy. Any applicable Policy Administration Fee:

- a. is separate from and in addition to the premium stated in the Declarations page;
- b. is not subject to any tax that would otherwise be applied to the premium; and
- c. constitutes a separate agreement between the Insured stated in the Declarations page and CFC Underwriting Limited which will come into effect upon inception of the policy.

If a Policy Administration Fee is applicable then it will be deemed fully earned upon inception of this policy and it will not be refundable in the event this policy is cancelled in accordance with the terms and conditions of this policy



#### CRC SWETT SPECIAL AMENDATORY CLAUSE V3.0

ATTACHING TO POLICY N/A

NUMBER:

THE INSURED: Mangum Regional Medical Center

WITH EFFECT FROM:

It is understood and agreed that the following **SECTION** is added to **INSURING CLAUSE 2** in the Declarations page:

#### SECTION I: INVOICE MANIPULATION FRAUD

Limit of liability: USD250,000 each and every claim Deductible: USD5,000 each and every claim

It is understood and agreed that the following amendments are made to this Policy:

- 1. Part e. of **INSURING CLAUSE 1** (**SECTION B** only) is deleted in its entirety and replaced with the following:
  - e. defend any regulatory action, including the costs of a PCI forensic investigator to conduct an independent forensic investigation of **your computer systems** as part of the defense.
- 2. The following parts e. and f. are added to **INSURING CLAUSE 1** (SECTION E only):
  - e. issue appropriate notices, via a method determined by **us**, to any individuals other than those stated in a. above that are requested by **you** and agreed to by **us** (our agreement will not be unreasonably withheld); and
  - f. freeze the credit of any affected individual, and subsequently remove that credit freeze.
- 3. The following part e. is added to **INSURING CLAUSE 1** (**SECTION F** only):
  - e. freeze the credit of any affected individual, and subsequently remove that credit freeze.
- 4. The following **SECTION** is added to **INSURING CLAUSE 2**:

#### SECTION I: INVOICE MANIPULATION FRAUD

We agree to reimburse you for loss first discovered by you during the period of the policy as a direct result of theft committed by a third party of a client's money or other financial assets that the client intended to send to you but which you did not receive, as a result of fraudulent electronic communications designed to impersonate you, including the creation of fraudulent invoices or change of banking details.

However, cover under this Section is only provided in the event the



fraudulent electronic communications are as a direct result of the **third party** compromising the **company's** network security.

5. The final paragraph of **INSURING CLAUSE 3** (**SECTION A** only) is deleted in its entirety and replaced with the following:

reasonably and necessarily incurred as a direct result of any loss or damage to the data application components of **your computer systems**, where the loss or damage is first discovered by **you** during the **period of the policy**.

6. **INSURING CLAUSE 4** (**SECTION D** only) is deleted in its entirety and replaced with the following:

#### **SECTION D: REGULATORY FINES**

We agree to pay on your behalf any fines and penalties resulting from a regulatory investigation arising as a direct result of a cyber event first discovered by you during the period of the policy.

7. **INSURING CLAUSE 4** (**SECTION E** only) is deleted in its entirety and replaced with the following:

#### SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

We agree to pay on your behalf any fines, penalties, card-reissuance fees and card brand assessments including fraud recoveries, operational reimbursements, non-cooperation costs and case management fees which you become legally obliged to pay your acquiring bank or payment processor as a direct result of a payment card breach first discovered by you during the period of the policy.

We will also pay costs and expenses on your behalf.

- 8. The following parts are added to **INSURING CLAUSE 5** (**SECTION B** only):
  - e. misappropriation of a trade secret;
  - f. invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion, breach of confidence and commercial appropriation of name or likeness; or
  - g. improper deep linking or framing.
- 9. The following parts e. and f. are added to the "Claim" DEFINITION:
  - e. a request for arbitration or meditation; or
  - f. a request to toll or waive statute of limitations.
- 10. The "Cyber event" DEFINITION is deleted in its entirety and replaced with the following:

#### "Cyber event" means

any actual or suspected unauthorized system access, electronic



attack or **privacy breach**, including but not limited to denial of service attack, cyber terrorism, hacking attack, Trojan horse, phishing attack, man-in-the-middle attack, application-layer attack, compromised key attack, malware infection (including spyware or Ransomware) or computer virus.

"Cyber event" does not mean system failure.

11. The **"Employee" DEFINITION** is deleted in its entirety and replaced with the following:

#### "Employee" means

any employee, volunteer, intern or contract employee of the company, other than a senior executive officer.

12. The first paragraph of the "Media content" DEFINITION, is deleted in its entirety and replaced with the following:

any content created or disseminated by **you** or on **your** behalf, including but not limited to user generated content, business communications and content disseminated through books, magazines, brochures, social media, billboards, websites, mobile applications, television and radio.

13. The **"You/your" DEFINITION** is deleted in its entirety and replaced with the following:

#### "You/your" means:

- a. the **company**, **employees** and **senior executive officers** solely acting in the normal course of **your business operations**;
- b. the estates, heirs, legal representatives or assigns of any employee or senior executive officer in the event of their death, incapacity, insolvency or bankruptcy but only with respect to any act, error or omission committed or alleged to have been committed by the employee or senior executive officer while acting in their capacity as employee or senior executive officer; and
- c. the parent, spouse, domestic partner, civil partner or child of any employee or senior executive officer but only in respect of any claim made against them by reason of:
  - i. their status as parent, spouse, domestic partner, civil partner or child of the employee or senior executive officer; or
  - ii. their ownership or interest in property which the claimant seeks as recovery for an alleged act, error or omission committed by the **employee** or **senior executive officer** while acting in their capacity as **employee** or **senior executive officer**.
- 14. Parts a. and b. of the "Associated companies" **EXCLUSION** are deleted in its entirety and replaced with the following:



- a. in respect of any claim made by any company, firm or partnership in which the company has greater than a 15% executive or financial interest, unless the claim emanates from an independent third party;
- b. in respect of any **claim** made by any company, firm, partnership or individual which has greater than a 15% executive or financial interest in the **company**, unless the **claim** emanates from an independent **third party**;
- 15. The following is added to the "Patent infringement" **EXCLUSION**:

However, this Exclusion will not apply to **INSURING CLAUSE 4** (SECTION A only) for any infringement of a patent by a **third party** as a direct result of any **cyber event**.

16. The "Product IP infringement" **EXCLUSION** is deleted in its entirety and replaced with the following:

#### Product IP infringement

arising directly or indirectly from the actual or alleged:

- a. infringement of any intellectual property right by any product manufactured, designed, formulated, licensed, distributed or sold by **you**; or
- b. the misappropriation of any trade secret by **you** or a **third** party.

However, part b. of this Exclusion will not apply to **INSURING CLAUSES 4** (**SECTION A** only) and **5** (**SECTION B** only).

17. The following **EXCLUSIONS** are added:

#### Customer reimbursement costs

in respect of **INSURING CLAUSE 2**, for any costs incurred to reimburse **your** customers for their financial loss arising out of any fraudulent communications.

However, this Exclusion will not apply to part b. of **INSURING CLAUSE 2** (**SECTION G** only).

#### Misappropriation of a trade secret by an employee

in respect of **INSURING CLAUSES 4** (**SECTION A** only) and 5 (**SECTION B** only), arising directly or indirectly from the actual or alleged theft or misappropriation of any trade secret by an **employee** from a former employer of theirs.

- 18. The following is added to the "Uninsurable fines" **EXCLUSION**: However, we will apply the most favorable jurisdiction to you in determining whether such fines, penalties, civil or criminal sanctions, or multiple, punitive or exemplary damages are insurable.
- 19. The "Willful or dishonest acts of senior executive officers"



**EXCLUSION** is deleted in its entirety and replaced with the following:

#### Willful or dishonest acts of senior executive officers

arising directly or indirectly out of any willful, criminal, malicious or dishonest act, error or omission by a **senior executive officer** as determined by final, non-appealable adjudication, arbitral tribunal or written admission.

However, this Exclusion will not apply to any **senior executive officer** who had no knowledge of the willful, criminal, malicious or dishonest act, error or omission

20. The following paragraph is added to the "Additional insureds" CONDITION:

Where **we** indemnify a **third party** as an additional insured under this Policy, this Policy will be primary and non-contributory to the **third party's** own insurance, but only if **you** and the **third party** have entered into a contract that contains a provision requiring this.

21. The following **CONDITION** is added:

#### Cryptocurrency ransom payments

If you pay any ransom under INSURING CLAUSE 2 (SECTION D only) in cryptocurrency, including bitcoin, we will reimburse you the equivalent value of the cryptocurrency in USD at the time the ransom was paid by you.

- 22. Where "60 days" is referred to in the "Extended Reporting Period" **CONDITION**, it is deleted in its entirety and replaced with "90 days".
- 23. The "Mergers and acquisitions" **CONDITION** is deleted in its entirety and replaced with the following:

#### Mergers and acquisitions

If you acquire or create an entity during the period of the policy, including an entity merging into or consolidating with you and the company is the surviving entity, cover is automatically extended under this Policy to include the acquired or created entity as a subsidiary. Cover for any acquired or created entity is only provided under this Policy for any act, error or omission committed, or cyber event first discovered, on or after the date of its acquisition or creation.

If during the **period of the policy you** are acquired by another entity, or **you** merge or consolidate with another entity and the **company** is not the surviving entity, then cover under this Policy will continue until the **expiry date** but only in respect of any act, error or omission committed, or **cyber event** first discovered, prior to the date of the acquisition, merger or consolidation.

# SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



#### CONTINGENT BODILY INJURY AMENDATORY CLAUSE

ATTACHING TO POLICY N/A

NUMBER:

THE INSURED: Mangum Regional Medical Center

WITH EFFECT FROM:

It is understood and agreed that the following amendments are made to this Policy:

1. The following **SECTIONS** are added to **INSURING CLAUSE 4** in the Declarations page:

#### SECTION F: CONTINGENT BODILY INJURY

Aggregate limit of USD250,000 in the aggregate, includin

liability: costs and expenses

Deductible: USD5,000 each and every claim,

including costs and exper

#### SECTION G: CORRECTIVE ACTION PLAN COSTS

Aggregate limit of USD50,000 in the aggregate, including

liability: costs and expenses

Deductible: USD5,000 each and every claim,

including costs and expens

2. The following **SECTIONS** are added to **INSURING CLAUSE 4** of this Policy:

#### **SECTION F: CONTINGENT BODILY INJURY**

We agree to pay on your behalf all sums which you become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any claim arising out of any bodily injury caused as a direct result of a cyber event affecting your computer systems first discovered by you during the period of the policy.

We will also pay costs and expenses on your behalf.

However, we will not make any payment under this Section for which you are entitled to indemnity under any other insurance, except for any additional sum which is payable over and above the other insurance.

#### SECTION G: CORRECTIVE ACTION PLAN COSTS

We agree to pay on your behalf any reasonable sums necessarily incurred by you, or on your behalf, with our cyber incident manager resulting from a regulatory investigation arising as a direct result of a cyber event first discovered by you during the period of the policy for the following services to complete a corrective action plan agreed between you and the Office for Civil Rights:

a. develop a Health Insurance Portability and Accountability



Act (HIPAA) of 1996 compliant information security document set;

- b. complete a HIPAA compliance audit;
- c. complete an information security risk assessment; or
- d. implement a security awareness training program.
- 3. The following **DEFINITIONS** are added:

# "Bodily injury" means death, bodily injury, mental injury, illness or disease.

4. The "Bodily injury and property damage" **EXCLUSION** is deleted in its entirety and replaced with the following:

#### Bodily injury and property damage

arising directly or indirectly out of:

- a. bodily injury; or
- b. tangible property damage.

However, part a. of this Exclusion will not apply to:

- a. INSURING CLAUSE 4 (SECTION F only); and
- b. INSURING CLAUSES 4 (SECTIONS A, B and C only) and 5 for any claim as a result of mental injury or emotional distress.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



#### POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

ATTACHING TO POLICY N/A

NUMBER:

THE INSURED: Mangum Regional Medical Center

WITH EFFECT FROM: -

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. 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.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. 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 generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

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 exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is USD0.00 and does not include any charges for the portion of losses covered by the United States government under the Act.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

## **Hospital Vendor Contract Summary Sheet**

1.	□ Existing vendor ⊠ New vendor		
2. 3.	Name of Contract: Coalition Contract Parties: MRMC/CRC Group offered by Lloyds of London		
4.	Contract Type Services: Service Contract		
5.	Impacted Hospital Departments: Hospital Records		
6.	<b>Contract Summary:</b> To provide cyber coverage and help protect against a wide range cyber incidents. Coverage for up-front cost in the event of a claim. Help mitigate cyber risk. Will pay expenses related to network, regulatory agencies, PCI fines, and will help with breach response cost.		
7.	Cost: \$8,016.21		
8.	Prior Cost: \$8,653.26		
9.	Term: yearly		
10.	Termination Clause: None		
11.	Other:		

# FourTrust91 Partners



**Cyber Proposal** 

Date: March 10th, 2025

To: Mangum City Hospital Authority,

On behalf of the New Mexico, Oklahoma, and Texas state hospital associations, we are pleased to offer this proposal for participation in the FourTrust91 Cyber Protection Project. This proposal includes the premium indication, expense components, and coverage summary for protection provided by FourTrust91.

Created in 2024, FourTrust91 provides industry leading cyber and risk management resources to help hospitals combat cyber criminals attacking our nation's healthcare system. It also allows the entire group to work together, share best practices and seek the highest level of cyber risk management excellence.

The program is underwritten, and coverage provided by Tokio Marine HCC, rated A++(Superior) by A.M. Best. This carrier offers significant support with its best-in-class claims team and ongoing cyber threat monitoring.

FourTrust91 has teamed up with Hospital Services Corporation (HSC) who will bring firsthand, hospital focused, risk control consulting and their CyberCrashCart ™.

Terms and Conditions in this proposal are for the program. The insurance terms are defined by the carrier's policy forms and conditions.

Thank you,

FourTrust91 Partners









## **Cyber Program Partners**

Program Manager: Envision Captive Consultants

Insurance Broker: INSURICA

Risk Control: Hospital Services Corporation

Insurance Carrier: Tokio Marine HCC



Envision is a best-in-class captive partner and industry advisor providing the most unique captive solutions in the industry. With Envision as a partner, we can offer bespoke services to build and run the best captive for you. Whether you are a business or broker, Envision is your resource for solutions-based advice, guidance, programs, and education. Give your business ultimate control with a broker always by your side.



Our approach is not to sell an individual policy but rather understanding our clients' entire business structure and developing a comprehensive insurance management plan. Our proprietary risk management process, "RM4U," identifies the strengths and weaknesses of a company's risk management plan. Our professionals work with our clients to build upon strengths and address opportunities for improvement to create Best-In-Class Businesses. With an in-depth understanding of our clients' business operations, we uncover unseen risks and opportunities that can dramatically lower exposure and costs.

Placing over \$1 billion in annual premiums for our clients, INSURICA is among the 50 largest insurance brokers in the United States. INSURICA employs more than 800 colleagues in offices located throughout Oklahoma, Arizona, Arkansas, California, Colorado, Georgia, Kansas and Texas.

Our focus on finding quality and experienced partners positions INSURICA as one of the preeminent insurance brokerages in the country and further emphasizes our customer pledge that we "Specialize in You."



HSC was formed in 1985 as a wholly owned subsidiary of New Mexico Hospital Association (NMHA), a statewide trade association of hospitals that pay membership dues on a voluntary basis.

HSC was originally established to develop and offer services to the NMHA member hospitals but has evolved and diversified its services to attract a broader range of healthcare customers such as health plans, physician offices, and medical clinics, as well as large and small businesses outside of the healthcare industry. Customers include those based in New Mexico and in eighteen other states.

FourTrust91 is pleased to announce they have contracted with Hospital Services Corporation (HSC) to provide Risk Control for its members. They will be provided the following to each hospital that joins the program:

- Five hours of risk consulting. This includes an assessment to prepare each hospital for a breach.
- CyberCrashCart ™ which is a physical cart that will be stored in a safe place with clear instructions for what your team must do in the event of a breach. The program includes one CyberCrashCart ™ But additional carts may be purchased directly from HSC.

Note: The intent is to provide additional tools and resources to each hospital to upgrade their defense against cyber threats.



Tokio Marine HCC is an international insurance group with offices in the U.S. and Europe. They are leading the insurance industry, underwriting more than 100 classes of specialty insurance in 180 countries. TMHCC was founded in 1974 and has achieved over 40 targeted acquisitions since their founding. TMHCC has over 3,000 worldwide employees with headquarters located in Houston, Texas.

TMHCC – Cyber & Professional Lines Groups of specialty insurance products and services focus on what matters most, bringing peace of mind to business, knowing they have protection in place for the risks they face.

Tokio Marine HCC Financial Power:

S&P A+ (Strong)

Fitch Ratings AA- (Very Strong)
A.M. Best A++ (Superior)

#### **Definition of Terms**

The information below is provided for informational and marketing purposes only and does not constitute advice.

- A) Program Sponsors: Created by the combination of four parties who are committed to fighting back against the cyber threats to our hospitals. This group consists of Texas Hospital Association, Oklahoma Hospital Association, New Mexico Hospital Association and Envision Captive Consultants. These four parties (hence the name FourTrust91) are committed to long-term success for the hospitals by providing additional cyber risk control services and leveraging strength in numbers to negotiate broad coverage terms and competitive pricing.
- **B)** Carrier: The program has partnered with Tokyo Marine HCC to provide cyber insurance coverage. The coverage template is included in your review.
- **C) Member:** A hospital that agrees to bind coverage and pays the final, bindable premium with accompanying taxes and fees. Each member will be insured on an individual policy.
- **D) Program Manager:** Envision Captive Consultant's role is to function as the aggregator of underwriting information for the group, invoice and collect premiums from brokers, pay contracted parties, and provide leadership and organization to the program.
- **E) Premium:** The premium is calculated annually by the carrier based on each hospital's underwriting data and loss experience.
- F) Incentives to Reduce Premium: As the program grows, we believe in rewarding those hospitals that are committed to preventing claims. With the help of our Cyber Risk Control Consultants, we are developing recommendations for each hospital which will qualify members for premium credits. Premium credits will be dependent upon favorable loss experience and proper controls, so we encourage each member to avoid losses and consider investments to make your network more secure.
- G) Risk Control Fee: In addition to the premium paid to the carrier, the FourTrust91 program will charge an additional \$1,500 to each hospital. This fee will be used for risk control services (including Cyber Crash Cart™) that we hope will upgrade each hospital's cyber risk management services. This fee is subject to be changed on a year-to-year basis, as required by the needs and needs of the members. This fee is fully earned upon binding.

Cyber Quote Proposal –		Effective Dates: 4/21/25 – 4/21/26
Mangum City Hospital District		4/21/25 - 4/21/20
Premium	\$11,820.00	
Risk Management Fee	\$1,500.00	
<u>Surplus Lines Taxes &amp; Fees</u>	<u>\$861.14</u>	
Annual Cost	\$14,181.14	
Cyber Policy - Claims Made & Reported Insuring Agreements include, but are not limited to:		
e-MD 3 <sup>rd</sup> Party Liability Coverages	Each Claim	Deductible Each Claim
(Claims Made & Reported)	OCC/AGG	Deductible Each Claim
Multimedia Liability	\$1MIL/\$1MIL	\$10K
Security & Privacy Liability	\$1MIL/\$1MIL	\$10K
Privacy Regulatory Defense and Penalties Coverage	\$1MIL/\$1MIL	\$10K
PCI DSS Liability	\$1MIL/\$1MIL	\$10K
Bodily Injury Liability	\$250K/\$250K	\$10K
Property Damage Liability	\$50K/\$50K	\$10K
TCPA Defense Coverage	\$50K/\$50K	\$10K
e-MD 1 <sup>st</sup> Party Coverages	Each Claim	Deductible Each Claim
(Event Discovered & Reported)	OCC/AGG	Deductible Lacif Claim
Breach Event Costs Coverage	\$1MIL/\$1MIL	\$10K
Post Breach Remediation Costs Coverage	\$25K/\$25K	\$10K
BrandGuard Coverage	\$1MIL/\$1MIL	2 Weeks Waiting/6 mo. period of Indemnity
System Failure Coverage	\$1MIL/\$1MIL	**
Dependent System Failure Coverage	\$1MIL/\$1MIL	***
Cyber Extortion Coverage	\$1MIL/\$1MIL	\$10K
Bricking Loss Coverage	\$1MIL/\$1MIL	\$10K
Property Damage Loss Coverage	\$50K/\$50K	\$10K
Reward Expenses Coverage	\$50K/\$50K	\$10K
Court Attendance Costs Coverage	\$25K/\$25K	None
Cyber Crime Coverage		
Financial Fraud Sublimit	\$250K/\$250K	\$10K
Telecommunications and Utilities Fraud Sublimit	\$250K/\$250K	\$10K
Phishing Fraud Sublimit - Your Phishing Fraud Loss	\$250K/\$250K	\$10K
Phishing Fraud Sublimit - Client Phishing Fraud Loss	\$50K/\$50K	\$10K
Phishing Fraud Aggregate Limit	\$250K	N/A
Cyber Crime Aggregate	\$250K	N/A
		Limits:
Retroactive Date - Full Prior Acts	INCLUDED	
Breach Event Costs Outside the Limit Enhancement	INCLUDED	
Biometric Claims Sublimit and Deductible Endorsement	\$10K	\$100K Each Claim
Maximum Policy Aggregate & e-MD Aggregate Deductible:	\$30K	\$1MIL
e-MD Additional Defense Costs Limit		\$1MIL

<sup>\*\*</sup>System Failure: Data Recovery Ded: \$50K, Non-Physical BI – Waiting Period: 8 Hours, Period of Indemnity – 4 months

<sup>\*\*\*</sup>Dependent System Failure: Data Recovery DED: \$50K, Non-Physical Waiting Period: 8 Hours, Period of Indemnity: 4 months

## **Commitment to Proceed**

On behalf of all parties involved, we appreciate you choosing to move forward as a member of FourTrust91 Cyber Protection Program. You are taking a major step towards improving your cyber risk profile while helping the hospital industry defend itself against cyber threats. We are excited for your involvement in the program.

Thank you,		
FourTrust91 Partners		
Acceptance o	the Proposed Terms and Conditions	
the FourTrust91 Cyber Protect associated with the program vin risk management services Services Corporation. Note: Hinternal policies and procedu	ree to bind insurance coverages outlined above provider ion Program including payment all premium, taxes and within 30 days of this commitment. I also agree to particlesigned to assist in the cyber security provided by Hos SC will be requiring internal documentation, including tes to create your facility specific Cyber Crash Cart™. A exchange of information, ensuring security and	d fees cipate spital
Signature	Date	

Note: Please email "Commitment to Proceed" statement with confirmation to bind coverages sent to <a href="mailto:shelli.barrios@INSURICA.com">shelli.barrios@INSURICA.com</a>

#### **Hospital Vendor Contract Summary Sheet**

1.  $\boxtimes$ **Existing Vendor** ☐ New Vendor Name of Contract: Wolters Kluwer Health, Inc/Lippincott Procedures 2. **3.** Contract Parties: MRMC/Wolters Kluwer Health 4. **Contract Type Services:** Online Procedures **Impacted Hospital Departments: Hospital** 5. **6.** Contract Summary: Under this agreement Wolters Kluwer Health, Inc provides an online platform for nursing procedures and resource information for patient care. 7. **Cost:** \$6,140.19 year 1 \$6,447.20 year 2 \$6,769.56 year 3 8. **Prior Cost:** \$5,820.77/year 9. **Term:** yearly renewal **10. Termination Clause:** Can cancel 30 days prior to yearly renewal. 11. Other:



**Quote** # 732148

**Page** 1 of 3

**Date** 24-Feb-2025



## Nolters Kluwer Wolters Kluwer Health, Inc.

Two Commerce Square 2001 Market Street

Philadelphia, PA 19103 USA

Tel: 844-303-4860 eFax: 301-560-5423 Federal ID # 13-2932696 ACH Routing: 071000039

Account: 5801001438

Bill To:

Customer#: 124335

Mangum Regional Medical Center Attention: Accounts Payable

1 Wickersham Drive Mangum, OK 73554 Phone #: 580-782-3353

Fax #:

Email: ap@mangumregional.org

Sold To:

Customer#: 124335

Mangum Regional Medical Center

Dale Clayton

1 Wickersham Drive Mangum, OK 73554 **UNITED STATES** Phone #: (580) 782-3353

Fax #:

Email: dale@cohesivehealthcare.net

**Quote#:** 732148

Product	Usage Level	Qty	Ite	m \$	Tot	al \$
WKLP-CS-PHH	SITE	1	Year 1:	6,140.19	Year 1:	6,140.19
Lippincott Procedures			Year 2:	6,447.20	Year 2:	6,447.20
Order#: 1276917			Year 3:	6,769.56	Year 3:	6,769.56
Access Type: Site						
Authorized Sites: All Authorized Sites Listed						
Product Type: Subscription						
PRODUCT CODE MAY CHANGE FROM YEAR TO						
YEAR						
Term: 01-Mar-2025 - 01-Mar-2028						
Year 1: 01-Mar-2025 - 01-Mar-2026						
Year 2: 01-Mar-2026 - 01-Mar-2027						
Year 3: 01-Mar-2027 - 01-Mar-2028						

REMITTANCE & PAYMENT METHODS: EFT and ACH are the preferred payment modes for Wolters Kluwer Health, Inc.

Payment by credit card may be subject to additional processing fees.

EFT Routing: 026009593 | ACH Routing: 071000039 | Account: 5801001438

ACH payment portal: <a href="https://portal.ovid.com/payments">https://portal.ovid.com/payments</a>

Pay by Check: Wolters Kluwer Health. 4603 Paysphere Circle, Chicago, IL 60674

THE PAYMENT INSTRUCTIONS SET FORTH ON THIS QUOTE ARE THE ONLY INSTRUCTIONS AUTHORIZED BY WOLTERS KLUWER HEALTH, INC OR OVID TECHNOLOGIES, INC. OR ITS APPLICABLE AFFLIATE FOR USE. IF YOU RECEIVE ANY COMMUNICATIONS TRANSMITTING DIFFERENT PAYMENT INSTRUCTIONS OR REQUESTING OR REQUIRING ALTERNATE PAYMENT ARRANGEMENTS, DO NOT RESPOND TO SUCH COMMUNICATIONS, AND CONTACT SUPPORT IMMEDIATELY AT +1-844-303-4860. 134

<sup>\*</sup>Prices valid for 30 Days from Quote Date

<sup>\*</sup>Plus Applicable Sales Tax: If tax exempt, please attach a copy of your state tax exempt certificate.





## Nolters Kluwer Wolters Kluwer Health, Inc.

Two Commerce Square 2001 Market Street Philadelphia, PA 19103 USA

Tel: 844-303-4860 eFax: 301-560-5423 Federal ID # 13-2932696

ACH Routing: 071000039 Account: 5801001438

**Quote** # 732148 **Date** 24-Feb-2025

Page 2 of 3

Year 1 Total: \$6,140.19 Year 2 Total: \$6,447.20 Year 3 Total: \$6,769.56 **Total Amount for all Years:** \$19,356.95

> Year 1 Total: \$6,140.19 Total S&H Year 1: \$0.00 Total Tax Year 1: \$0.00 **Grand Total Year 1:** \$6,140.19

#### Authorized Facilities/Sites:

Key	Facilities / Site	Address
1	Mangum Regional Medical Center (#124335) / (#1)	1 Wickersham Drive, Mangum, OK, UNITED STATES,
		73554
2	Mangum Regional Medical Center (#124335) / Mangum Family	118 S Louis Tittle Ave, Mangum, OK, UNITED
	Clinic (#2)	STATES, 73554

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**Quote** # 732148 24-Feb-2025 Date **Page** 3 of 3

Customer agrees that Customer's subscription for each Product is for the full term set forth above for such Product and may not be cancelled or terminated early by Customer. By signing this quote, you represent and warrant that you are authorized to sign this quote and to bind the Customer to the terms and conditions of this quote.

WKH will deliver to Customer an invoice for the fees set forth on this quote for each applicable subscription year set forth in this quote, plus any applicable tax and shipping and handling fees. Each invoice for a certain subscription year will be delivered by WKH to Customer on or after the commencement of the applicable subscription year, and Customer agrees to pay all such invoiced amounts.

Customer acknowledges and agrees that WKH's right to provide access to each Product to Customer is contingent upon the grant of rights to the Product to WKH by the owner of the Product and the Product owner may terminate WKH's right to provide such Product owner's Product to Customer at any time. Should any Product owner terminate WKH's right to provide such Product owner's Product to Customer, WKH will adjust the Customer fees accordingly.

Upon expiration of the subscription term for each Product as set forth above (the "Initial Term"), such subscription will automatically renew for successive one-year renewal terms unless either party gives written notice of non-renewal at least thirty (30) days prior to the end of the then-current Initial Term or renewal term, and is not subject to cancellation or early termination by Customer during any such renewal term. Prices for the Products in each renewal term will increase by 9.00% annually over the annual Prices in effect for such Products as of the end of the immediately preceding Initial Term or renewal term.

Signature:	Date:
Printed Name:	

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