



Agenda

Special Mangum City Hospital Authority

March 23, 2023 at 5:00 PM

City Administration Building at 130 N Oklahoma Ave.

The Trustees of the Mangum City Hospital Authority will meet in special session on March 23, 2023, at 5:00 PM, in the City Administration Building at 130 N. Oklahoma Ave, Mangum, OK for such business as shall come before said Trustees.

CALL TO ORDER

ROLL CALL AND DECLARATION OF A QUORUM

CONSENT AGENDA

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

1. Approve February 28, 2023 regular meeting minutes as presented.
2. Approve February, 2023 Quality meeting minutes as presented
3. Approve February, 2023 Medical Staff meeting minutes as presented.
4. Approve February 2023 claims and April 2023 estimated claims.
5. Approve February Quality Report.
6. Approve February Clinic Report.
7. Approve February CCO Report.
8. Approve February CEO Report.
9. Approve the following forms, policies, appointments and procedures previously approved through March 2023 by Corporate Management, on 3/xx/2023 by the Quality Committee and on 3/xx/2023 by the Medical Staff.

MRMC 2023 Quality Plan

MRMR 2022 Annual Review and Evaluation

Speaking Valve Policy

Cuff Pressure Management Policy

Suctioning Policy

Transporting the mechanically ventilated Patient Policy

Speaking Valve Warning Sign

Speaking Valve Core Competency

Respiratory Policy Manuel Table of Contents

Vancomycin Dosing and Monitoring Policy

Medication Dose Rounding Policy

FURTHER DISCUSSION

REMARKS

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

REPORTS

10. February Financial Reports

OTHER ITEMS

- [11.](#) Discussion and possible action to approve the Professional and General Liability Policy.
- [12.](#) Discussion and possible action to approve the Cyber Liability Insurance Policy.
- [13.](#) Discussion and possible action to approve the Directors and Officers Liability and Employee Practice Liability Insurance Policy.
- [14.](#) Discussion and possible action to approve the Property Insurance Policy.
- [15.](#) Discussion and possible action to approve the Triose Agreement.
- [16.](#) Discussion and possible action to approve the TigerConnect Order Form Agreement.
- [17.](#) Discussion and possible action to approve the Greer County Health Department TB Xray Agreement.
- [18.](#) Discussion and possible action to not renew The Compliance Team Agreement.
- [19.](#) Discussion and possible action to terminate the InQDocs and InQuiSeek Agreement.

EXECUTIVE SESSION

20. Discuss and make a decision to enter into executive session for the review and approval of **medical staff privileges/credentials/contracts** for the following providers pursuant to 25 O.S. § 307(B)(1):

OPEN SESSION

21. Discussion and possible action with regard to executive session if needed.

EXECUTIVE SESSION

- 22. Discussion and possible action to discuss the termination of the Hospital CEO with possible executive session in accordance with 12 OS 307(B)(1)

OPEN SESSION

- 23. Discussion and possible action with regard to executive session if needed.

STAFF AND BOARD REMARKS

Remarks or inquiries by the governing body members, Interim Administrator, 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 5:00 p.m. on the 21st day of March 2023, by the Secretary of the Mangum City Hospital Authority.

Erma Mora Secretary



Minutes

Mangum City Hospital Authority Session

February 28, 2023, at 5:00 PM

City Administration Building at 130 N Oklahoma Ave.

The Trustees of the Mangum City Hospital Authority will meet in regular session on February 28th, 2023, at 5:00 PM, in the City Administration Building at 130 N. Oklahoma Ave, Mangum, OK for such business as shall come before said Trustees.

CALL TO ORDER

Trustee Vanzant called the meeting to order at 5:00pm.

ROLL CALL AND DECLARATION OF A QUORUM

PRESENT

Trustee Carson Vanzant
Trustee Cheryl Lively
Trustee Ilka Heiskell
Trustee Ronnie Webb
Trustee Lisa Hopper

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 January 24, 2023 regular meeting minutes as presented.
2. Approve January 12, 2023 Quality meeting minutes as presented.
3. Approve January 19, 2023 Medical Staff meeting minutes as presented.
4. Approve January 2023 claims and March 2023 estimated claims.
5. Approve January Quality Report.
6. Approve January Clinic Report.
7. Approve January CCO Report.
8. Approve January CEO Report.
9. Approve the following forms, policies, appointments and procedures previously approved through February 2023 by Corporate Management, on 2/16/2023 by the Quality Committee and on 2/23/2023 by the Medical Staff.

Respiratory Policy Manual (See TOC)

Annual Infection Control Risk Assessment

Infection Preventionist Appointment-Claudia Collard, RN

Risk Manager Appointment-Denise Jackson, RN

Compliance Officer Appointment-Denise Jackson, RN

Amend motion to approve consent agenda items 1,2,3,4,5,6,7, & 9 and removing item 8.
Motion made by Trustee Vanzant, Seconded by Trustee Hopper.
Voting Yea: Trustee Vanzant, Trustee Lively, Trustee Heiskell, Trustee Webb, Trustee Hopper

FURTHER DISCUSSION

Dale Clayton goes over item #8 January's CEO report.

Operations Overview

- Patient care continues to be excellent.
- Our average daily census for the month was 14, up from 9 last month. Current patient census is 14.
- ER assisted 159 patients.
- Employees continued to receive excellent and free meals compliments of Cohesive and our great dietary Department.
- We continue to put an emphasis on our social media presence. Cohesive has added a staffer to assist with this exclusively.
- Mangum Family Clinic's new provider, Amy Sims, APRN will be on site part time starting in early March, full time in June.
- YTD statistics include 159 ER visits; 2,542 Labs completed, and 156 Radiology tests completed

REMARKS

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

None.

REPORTS

10. January Financial Reports

Andrea goes over January financial reports.

****Additional Notes**

The below is the breakdown of principal payments on long-term debt as of L2/37/27. The total principal payments made in FY2022 totaled \$1.56M. **Please note the below does not include interest**

Income Statement Highlights

o Net patient revenue is \$1.4M, primarily due to estimating a \$535K Medicare payable for the 2023 fiscal year based on January ADC of 13.77. 340B revenues were \$17K, bringing total operating revenues to \$1.42M.

o Operating expenses for the month of January reflect \$1.494M which slightly increased compared to prior year monthly average of \$1.42M but in line with January budgeted amount of \$1.492M.

o January resulted in a net loss of \$141K.

OTHER ITEMS

11. Discussion and possible action to approve the ICU Medical Amendment to Device Purchase Contract with Limited Safety Software License.

Dennis explains the amendment will remove the service agreement they currently are paying now being \$3500.00 a year. This new agreement will save them alot of money annually.

Motion to approve.

Motion made by Trustee Vanzant, Seconded by Trustee Lively.

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

12. Discussion and possible action to approve the Covidien Premier Group Purchasing agreement.

Motion to approve.

Motion made by Trustee Webb, Seconded by Trustee Vanzant.

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

13. Discussion and possible action to approve Forvis-BKD Engagement Letter.

Godwin informs that the company who prepares the cost reporting yearly, has gone up this year.

Motion to approve.

Motion made by Trustee Vanzant, Seconded by Trustee Lively.

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

14. Discussion and possible action to approve the Oklahoma Hospital Association membership agreement.

Godwin explains that the membership is an annual agreement they are a part of and asks for it to be approved.

Motion to approve.

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

15. Discussion and possible action to approve the Werfen Capital Proposal.

Dennis informs that the proposal is an agreement for the 'coag machine' in the lab. It was recommended that the machine be changed out and it being a big cost at the beginning. The 2nd year it will wash out financially and by the 3rd year, it will be saving a great amount of money. Trustee Heiskell also informs that there is a 2-year warranty with it and Trustee Webb asks what the savings will be in the 3rd year. Dennis says that it will save approximately \$3,900.00 a year. Trustee Vanzant asks what the initial cost for set up is and Dennis answers, \$11,356.00

Motion to approve.

Motion made by Trustee Webb, Seconded by Trustee Heiskell.

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

16. Discussion and possible action to approve adding additional signors for our MRMC checking accounts.

Motion to approve adding Lisa Hopper and Ronnie Webb.

Motion made by Trustee Vanzant, Seconded by Trustee Lively.

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

17. Discussion and possible action to approve the TigerConnect Order Form Agreement.

Tabled for next month meeting.

18. Discussion and possible action to approve the Cohesive Healthcare Management & Consulting, LLC ("Lender"), Promissory Note.

Motion to approve.

Motion made by Trustee Heiskell, Seconded by Trustee Webb.

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

Trustee Vanzant asks Mr. Corry Kendall if he has reviewed then promissory note and answers, yes, he has.

19. Discussion and possible action regarding the current composition of the compliance committee and removing Cheryl Lively and adding Lisa Hopper to that committee.

Motion to approve.

Motion made by Trustee Vanzant, Seconded by Trustee Heiskell.

Voting Yea: Trustee Vanzant, Trustee Lively, Trustee Heiskell

Voting Nay: Trustee Webb

Voting Abstaining: Trustee Hopper

EXECUTIVE SESSION

20. Discussion and possible action regarding the review and approval of **medical staff privileges/credentials/contracts** for the following providers pursuant to 25 O.S. § 307(B) (1):

Amy Sims, APRN - Allied Health Professional – Courtesy Privileges (Clinic)

Kenna Wenthold, APRN – Allied Health Professional-Courtesy Privileges (Clinic/ER)

Benjamin Love, MD-Courtesy Privileges (Pathologist)

Greg Morgan, MD-Courtesy Privileges (Wound Care)

Motion to approve.

Trustee Heiskell is asking if they have contracts. Dale Clayton explains there is no changes in any contracts, it is just resubmitting their credentials.

Motion made by Trustee Vanzant, Seconded by Trustee Webb.

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

OPEN SESSION

21. Possible action as a result of executive session.

Approved.

EXECUTIVE SESSION

22. Discuss and make a decision to enter into executive session for the review and approval of medical staff privileges/credentials/contracts for the following providers pursuant to 25 O.S. § 307(B)(1): • David Arles, APRN-Mutual Termination Agreement • Brian Bluth, MD - Supervision Agreement for Amy Sims, APRN

Motion to approve the termination agreement and the supervisor agreement.

Motion made by Trustee Webb, Seconded by Trustee Vanzant.

Voting Yea: Trustee Vanzant, Trustee Lively, Trustee Heiskell, Trustee Webb

OPEN SESSION

23. Possible action as a result of executive session.

Motion to approve the termination agreement and the supervisor agreement.

EXECUTIVE SESSION

- 24. Discussion and possible action with regard to discussing the Cohesive employee group with representatives of Cohesive with possible executive session in accordance with 25 O.S. 307(B)(2).

No action.

OPEN SESSION

- 25. Possible action as a result of executive session.

No action.

STAFF AND BOARD REMARKS

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

Corry Kendall informs the trustees that we will be doing a special hospital meeting on March 21st at 5:00pm due to the secretary out for City Clerk training.

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 5:44pm.

Motion made by Trustee Vanzant, Seconded by Trustee Lively.

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

Carson Vanzant, Chairman

Erma Mora, Secretary

Mangum Regional Medical Center

Quality Assurance & Performance Improvement Committee Meeting

Item 2.

Meeting Minutes

CONFIDENTIALITY STATEMENT: These minutes contain privileged and confidential information. Distribution, reproduction, or any other use of this information by any party other than the intended recipient is strictly prohibited.

Date: 02/16/2023	T 12:00 i m e :	Recorder: D. Jackson	Reporting Period: January 2023
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Members Present

Chairperson:		CEO: Dale Clayton		Medical Representative: Dr C/ Mary Barnes	
Name	Title	Name	Title	Name	Title
	CNO	Danielle	Bus Office		Lab
	HR		Credentialing		IT
	HIM		Maintenace/EOC	Marla Abernathy	Dietary
	PT		Radiology	Claudia Collard	IP

TOPIC	FINDINGS – CONCLUSIONS	ACTIONS – RECOMMENDATIONS	FOLLOW-UP
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I. CALL TO ORDER

Call to Order	The hospital will develop, implement, and maintain a performance improvement program that reflects the complexity of the hospital's organization and services; involves all hospital departments and services (including those services furnished under contract or arrangement); and focuses on indicators related to improved health outcomes and the prevention and reduction of medical errors.	This meeting was called to order on 02/16/2023 by Dr. C	
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II. REVIEW OF MINUTES

A. Quality Council Committee	01/12/2023	Committee reviewed listed minutes A-F. Motion to approve minutes as distributed made by Marla Abernathy and 2nd by Dr. C. Minutes A-F approved. Present a copy of the MeetingMinutes at the next Medical Executive Committee and Governing Board meeting.	
B. EOC/ Patient Safety Committee	01/10/2023		
C. Infection Control Committee	01/09/2023		
D. Pharmacy & Therapeutics Committee	12/15/2022		
E. HIM/Credentialing Committee	01/05/2023		
F. Utilization Review Committee	01/06/2023		

III. REVIEW OF COMMITTEE MEETINGS

Mangum Regional Medical Center
Quality Assurance & Performance Improvement Committee Meeting

Item 2.

A. EOC/Patient Safety	02/14/2023		
B. Infection Control	02/14/2023		
C. Pharmacy & Therapeutics	Next meeting 03/2023		
D. HIM-Credentials	02/08/2023		
E. Utilization Review	02/07/2023		
F. Compliance	Quarterly – Scheduled for April 2023		
IV. OLD BUSINESS			
A. Old Business	Life Safety Policy Manuel Materials Management Policy Manuel	Approved Jan 2023 Approved Jan 2023	
V. NEW BUSINESS			
A. New Business	Respiratory Policy Manuel (See TOC) Annual Infection Control Risk Assessment Infection Preventionist Appointment Risk Manager Appointment Compliance Officer Appointment		
VI. QUALITY ASSURANCE/PERFORMANCE IMPROVEMENT			
A. Volume & Utilization			
1. Hospital Activity	Total ER – 159 Total OBS pt - 1 Total Acute pt - 13 Total SWB - 14 Total Hospital Admits (Acute/SWB) - 27 Total Hospital DC (Acute/SWB) - 25 Total pt days - 427 Average Daily Census - 14		
2. Blood Utilization	None for the Reporting period		
B. Care Management			
1. CAH Readmissions	1 for the reporting period		
2. IDT Meeting Documentation	6/10 (60%) 3 IDT notes incomplete for the week of 1/19 (1 CM note and 2 Nurses notes) and 1 IDT note incomplete for the week of 01/05 for nurses, CM out sick.	CM to email team member/CEO/CNO/QM with incomplete note information for individual education	CM to monitor Feb data in March 2023
3. Insurance Denials	None for reporting period		

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Quality Assurance & Performance Improvement Committee Meeting

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4. IMM Notice	10/15 (67%) IMMs not signed and/or dated by patient prior to discharge. Paperwork missed at discharge.	CM will complete IMM paperwork with patient prior to discharge unless weekend or holiday discharges arise. Then, ward clerks are to complete IMM in entirety. Ward clerks to be educated on this information. Ward Clerks have been verbally educated on 02/08/23 and 02/09/23	CM to monitor Feb data in March 2023
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C. Risk Management

1. Incidents	<p>AMA 7 - 1.) Pt to the ER, treated for complaints, prior to completion of treatment and repeating testing. Pt expressed desire to leave ED, risks/benefits explained and pt signed AMA. 2.) Pt to the ER for med refills, while waiting on nurse to return, pt left ED. No AMA signed. 3.) Pt to ER, was willing to have treatment but declined transfer to higher level of care. Risks/benefits explained, AMA signed. 4.) Pt to the ER, accepting of treatment in ER, however pt declined in-pt admission and transfer to higher level of care. Risks and benefits explained, AMA signed. 5.) Pt to the ER, agreeable with assessment/testing, was not pleased with comfort level of some testing and desired no further care. Risks/benefits explained. AMA signed. 6.) Pt to the ER with request for med clearance, pt agreeable with testing initially then no longer wanted testing preformed. Risks/benefits explained. AMA signed. 7.) In-pt expressed desire to be discharged, provider with other patients. Pt did not want to wait on provider any longer, signed AMA. Risks/benefits explained.</p>		
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2. Reported Complaints	None for reporting period		
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Mangum Regional Medical Center
Quality Assurance & Performance Improvement Committee Meeting

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3. Reported Grievances	None for reporting period		
4. Patient Falls without Injury	1 for the reporting period		
5. Patient Falls with Minor Injury	None for reporting period		
6. Patient Falls with Major Injury	None for reporting period		
7. Fall Risk Assessment	1 completed for the reporting period		
8. Mortality Rate	1 in-pt death for the reporting period		
9. Deaths Within 24 Hours of Admission	None for reporting period		
10. Organ Procurement Organization Notification	1 notification for the month w/o donation		
D. Nursing			
1. Critical Tests/Labs	39 for the reporting period		
2. Restraint Use	None for reporting period		
3. Code Blue	None for reporting period		
4. Acute Transfers	3 - 1.) pt admitted to SWB with CHF, transferred to higher level of care for cardiology services for cardiogenic shock 2.) Pt admitted to acute care with cirrhosis, transferred to higher level of care for hepatology/transplant services for cirrhosis/sepsis. 3.) Pt admitted to SWB with NSTEMI, transferred to higher level of care for cardiology services for CHF exacerbation	All in-pt transfers for the reporting period appropriate for higher level of care	
5. Inpatient Transfer Forms	3 for the reporting period		
E. Emergency Department			
1. ED Nursing DC/ Transfer Assessment	19/20 (95%)		
2. ED Readmissions	2 for the reporting period		

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3. ER Log & Visits	159 (100%)		
4. MSE	Quarterly		
5. EMTALA Transfer Form	5/5 (100%)		
6. Triage	18/20 (90%)		
7. ESI Triage Accuracy	19/20 (95%)		
8. ED Transfers	5 for the reporting period - Patients transferred to Higher Level of Care for: 1.) Pneumonia/CF - Pulmonology/Infectious Disease 2.) CHF/ARF/Sepsis/Necrosis – Cardiology/Nephrology/Ortho 3.) AMS – Neurology 4.) SH/SI – In-Pt Phych 5.) CHF vs NSTEMI – Cardiology	All ER transfers for the reporting period appropriate for higher level of care	
9. Stroke Management	None for reporting period		
10. Brain CT Scan – Stroke (OP-23)	None for reporting period		
11. Suicide Management	1 for the reporting period		
12. STEMI Care	None for reporting period		
13. Chest Pain	2/6 (33%) EKG 1 pt label covering date and time, 1 ekg preformed on old machine, does not keep accurate date and time. Xray 2 preformed on call weekends (1 completed in 49 min/1 completed in 32 min) Xray 1 preformed at 36 min, high patient volume in the ER	Still working on improving these numbers and reminding staff of on-call responsibilities	
14. ED Departure - (OP-18)	Quarterly		

F. Pharmacy & Medication Safety

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1. After Hours Access	76 for the reporting period		
2. Adverse Drug Reactions	None for reporting period		
3. Medication Errors	2 for the reporting period - 1) 1 nurse administered wrong dose of lorazepam, 2) 1 nurse failed to administer dose of solumedrol.		
4. Medication Overrides	177 for the reporting period		
5. Controlled Drug Discrepancies	10 for the reporting period		

G. Respiratory Care Services

1. Ventilator Days	None for the reporting period		
2. Ventilator Wean	None for the reporting period		
3. Unplanned Trach Decannulations	None for the reporting period		
4. Respiratory Care Equipment	26 nebs and masks changes for the reporting period		

H. Wound Care Services

1. Development of Pressure Ulcer	None for the reporting period		
2. Wound Healing Improvement	None for the reporting period		
3. Wound Care Documentation	100%		

I. Radiology

1. Radiology Films	5 films repeated – 130 total for the reporting period		
2. Imaging	26 for the reporting period		
3. Radiation Dosimeter Report	Quarterly		

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J. Laboratory			
1. Lab Reports	39 repeated /2542 total for the reporting period		
2. Blood Culture Contaminations	None for the reporting period		
K. Infection Control and Employee Health			
1. Line Events	None for the reporting period		
2. CAUTI's	None for the reporting period		
3. CLABSI's	None for the reporting period		
4. Hospital Acquired MDRO's	None for the reporting period		
5. Hospital Acquired C-diff	None for the reporting period		
6. HAI by Source	None for the reporting period		
7. Hand Hygiene/ PPE & Isolation Surveillance	100%		
8. Patient Vaccinations	2 received influenza vaccine / 1 received pneumococcal vaccine		
9. VAE	None for the reporting period		
10. Employee Health Summary	1 employee event/injury, 9 employee health encounters (vaccines/testing) 13 reports of employee illness/injury		

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11. Staff COVID19 Vaccine Compliance	100%		
L. Health Information Management (HIM)			
1. History and Physicals Completion	27/27 (100%)		
2. Discharge Summary Completion	27/27 (100%)		
3. Progress Notes (Swing bed & Acute)	SWB – 73/73 (100%) Acute – 62/62 (100%)		
4. Swing Bed Indicators	14/14 (100%)		
5. E-prescribing System	95/95 (100%)		
6. Legibility of Records	186/186 (100%)		
7. Transition of Care	Obs to acute – none for the reporting period, Acute to SWB – 11/11 (100%)		
8. Discharge Instructions	20/20 (100%)		
9. Transfer Forms	8/8 (100%)		
M. Dietary			
1. Weekly Cleaning Schedules	10/14 (71%) weekly cleaning schedule had four items that did not show documentation.	New FT dietary manager in place, who will monitor processes	
2. Daily Cleaning Schedules	393/403 (98%) daily cleaning schedule had 10 items that did not show documentation	New FT dietary manager in place, who will monitor processes	

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3. Wash Temperature	92/93 (99%) 1 item did not show documentation	New FT dietary manager in place, who will monitor processes	
4. Rinse Temperature	92/93 (99%) 1 item did not show documentation	New FT dietary manager in place, who will monitor processes	
N. Therapy			
1. Discharge Documentation	11/11 (100%)		
2. Equipment Needs	9/10 (90%) - amputee had appointment for prosthesis fitting post hospital discharge		
3. Therapy Visits	PT 222 – OT 191 – ST 0		
4. Supervisory Log	Quarterly		
5. Functional Improvement Outcomes	PT 8/8 (100%) – OT 8/8 (100%) – ST 0 (none for the reporting period)		
O. Human Resources			
1. Compliance	Certifications 1 LPN 1 RN need BLS, ACLS, PALS; CNA needs BLS. New annual education being implemented through Care-learning to begin on 02/16/2023		
2. Staffing	Hired – 3, Terminated - 2		
P. Registration Services			
1. Compliance	7/13 indicators below benchmark, there are still issues with areas of registration being missed upon pt arrival. After hours continues to be the area of high numbers of missing documents	Bus Office is monitoring charts daily for missing data, emailing CNO/QM and staff is being educated on individual basis by CNO	
Q. Environmental Services			
1. Terminal Room Cleans	8/8 (100%)		
R. Materials Management			
1. Materials Management Indicators	11 – Back orders, 0 – Late orders, 0 – Recalls, 816 items checked out properly		

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S. Life Safety			
1. Fire Safety Management	No fire drills for the reporting period – 24 fire extinguishers checked		
2. Range Hood	(100%)		
3. Biomedical Equipment	(100%)		
T. Emergency Preparedness			
1. Orientation to EP Plan	3/3 (100%)		
U. Information Technology			
A. IT Incidents	66 events for the reporting period		
V. Outpatient			
1. Therapy Visits	Therapy treatments preformed - 46		
2. Discharge Documentation	1/1 (100%)		
3. Functional Improvement Outcomes	1/1 (100%)		
4. Outpatient Wound Services	(100%)		
W. Strong Mind Services			
1. Record Compliance	N/A	N/A	N/A
2. Client Satisfaction Survey	N/A	N/A	N/A
3. Master Treatment Plan	N/A	N/A	N/A
4. Suicidal Ideation	N/A	N/A	N/A

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5. Scheduled Appointments	N/A	N/A	N/A
VII. POLICY AND PROCEDURE REVIEW			
1. Review and Retire	None for this reporting period		
2. Review and Approve	Respiratory Policy Manuel (See TOC) Annual Infection Control Risk Assessment	Approved by Dr. C and Dale Clayton Approved by Dr. C and Dale Clayton	
VIII. CONTRACT EVALUATIONS			
1. Contract Services			
IX. REGULATORY AND COMPLIANCE			
A. OSDH & CMS Updates	None for this reporting period		
B. Surveys	None for this reporting period		
C. Product Recalls	None for this reporting period		
D. Failure Mode Effect Analysis (FMEA)	Water Line Break – Final at Corporate for approval		
E. Root Cause Analysis (RCA)	None for this reporting period		
X. PERFORMANCE IMPROVEMENT PROJECTS			
A. PIP	Proposed – STROKE; The Emergency Department will decrease the door to transfer time to < 60 minutes for all stroke patients who present to the Emergency Department at least 65% of the time or greater by December 2023. Proposed –STEMI/CP; The Emergency Department will decrease the door to transfer time to < 60 minutes for all STEMI patients	Both Proposed PIP projects for 2023 are at Corporate for final approval	

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Quality Assurance & Performance Improvement Committee Meeting

Item 2.

	who present to the Emergency Department at least 65% of the time or greater by December 2023.		
XI. CREDENTIALING/NEW APPOINTMENT UPDATES			
A. Credentialing/New Appointment Updates	Benjamin Love, M.D.(Pathologist) Greg Morgan, MD (wound care) Kenna Wenthold APRN (ER/Clinic) Amy Sims APRN (Clinic)		
XII. EDUCATION/TRAINING			
A. Education/ Training	1/17/23 - PPE use, Hand-Hygiene, and Transmission-Based Precautions (CNA)		
XIII. ADMINISTRATOR REPORT			
A. Administrator Report			
XIV. CCO REPORT			
A. CCO Report	N/A for Feb meeting		
XV. STANDING AGENDA			
A. Annual Approval of Strategic Quality Plan	At Corporate for final approval		
B. Annual Appointment of Infection Preventionist	02/16/2023 - Feb Quality Meeting	IP appointment of Claudia Collard RN approved by Marla Abernathy and Dale Clayton	
C. Annual Appointment of Risk Manager	02/16/2023 - Feb Quality Meeting	Risk Manager Appointment of Denise Jackson RN approved by Marla Abernathy and Dale Clayton	
D. Annual Appointment of Security Officer	N/A for Feb meeting		
E. Annual Appointment of Compliance Officer	02/16/2023 - Feb Quality Meeting	Compliance Office Appointment of Denise Jackson approved by Dr. C and Dale Clayton	
F. Annual Review of Infection Control Risk Assessment (ICRA)	02/16/2023 - Feb Quality Meeting	Annual Review of Infection Control Assessment approved by Dr. C and Dale	

Mangum Regional Medical Center
Quality Assurance & Performance Improvement Committee Meeting

Item 2.

		Clayton	
G. Annual Review of Hazard Vulnerability Analysis (HVA)	N/A for Feb meeting		
Department Reports			
A. Department reports			
Other			
A. Other	None		
Adjournment			
A. Adjournment	There being no further business, meeting adjourned by Dale Clayton seconded by Dr. C at 12:10.	The next QAPI meeting will be held (tentatively scheduled) 03/14 2023.	

Mangum Regional Medical Center
Medical Staff Meeting
Thursday
February 23, 2023

MEMBERS PRESENT:

John Chiaffitelli, DO, Medical Director

Absent: William Morgan, MD

Guest:

ALLIED HEALTH PROVIDER PRESENT:

Mary Barnes, APRN-CNP

David Arles, APRN-CNP

NON-MEMBERS PRESENT:

Dale Clayton, CEO

Daniel Coffman, CCO

Chelsea Church, PhD

Denise Jackson, RN, Quality Director

Chasity Howell, RN, Utilization Review Director

Lynda James, LPN, Drug Room Tech

Kaye Hamilton, Medical Staff Coordinator

1. Call to order
 - a. The meeting was called to order at 12:36 pm by Dr. John Chiaffitelli, Medical Director.
2. Acceptance of minutes
 - a. The minutes of the January 19, 2023, Medical Staff Meeting were reviewed.
i.Action: Dr. Chiaffitelli, Medical Director, made a motion to approve the minutes.
3. Unfinished Business
 - a. None
4. Report from the Chief Executive Officer
 - a. CEO report – Dale Clayton, CEO
 - Hospital Staff and Operations Overview
 - Patient care continues to be excellent.

- Our average daily census for the month was 14, up from 9 last month. Current patient census is 14.
- Emergency Department assisted 159 patients.
- Employees continued to receive free meals compliments of Cohesive and our great Dietary Department.
- We continue to put an emphasis on social media presence. Cohesive has added a staffer to assist with this exclusively.
- Mangum Family Clinic's new provider, Amy Sims, APRN will be on site part time starting in early March, full time in June.
- YTD statistics include 159 ER visits; 2,542 Labs completed and 156 Radiology tests completed.
- Contracts, Agreements and Appointments to be presented to the Governing Board:
 - ICU Medical service agreement
 - Covidien Group Purchasing agreement
 - Forvis-BKD 2022 cost report agreement
 - Oklahoma Hospital Association membership agreement
 - Werfen Hemochron Signature Elite Analyzer agreement
 - Amy Sims, APRN supervisory agreement
 Written report remains in the minutes.

5. Committee / Departmental Reports

a. Medical Records

- i. Written report remains in the minutes.

b. Nursing

Excellent Patient Care

- Monthly Education included: Certified Nurse Aids re-educated regarding Transmission-Based Precautions and Lab specimen collection. Nurse and Providers educated regarding New Telemetry Policy and Procedure NUR-027.
- MRMC Pharmacy Team reports 100% compliance of controlled drug discrepancies which are to be resolved within 24 hours.
- MRMC Radiology Team reports Zero reactions to CT contrast during the month of December.

Excellent Client Service

- Patients continue to rely on MRMC as their local hospital. Total patient days increased from 281 days in December 427 days in January. This represents a stable average daily census of 14. In addition, MRMC Emergency Department provided care to 159 patients in January.
- January COVID-19 Stats at MRMC: Swabs (42-PCR & 91-Antigen) with 7 Positive.

- MRMC obliterated our 5% or less goal regarding 30-day CAH Readmissions with only 0.04% readmissions during the month of January.

Preserve Rural Jobs...

- Recruiting efforts included interviewing regional professionals.
- Local interest in positions as MRMC is at the highest level in some time!

Written report remains in minutes.

c. Infection Control

- Old Business
 - a. N/A
- New Business:
 - a. N/A
- Data:
 - a. N/A
- Policy & Procedures:
 - a. N/A
- Education/In Services
 - a. New Covid Meds & Training nursing, pharmacy, and Providers
 - b. AMA/LWBS Policy Nursing
 - c. Two Week mask mandate All Staff
 - d. Covid-19 Visitation Guideline changes Patient care staff
 - e. ICP Reminders for Covid Wing
 - f. New Covid Meds & Tx Nursing, pharmacy, providers
 - g. Emergency preparedness per Appendix 11 Evacuation Plan And MOU Contact Information
- Updates: No updates at this time.
- Annual Items:
 - a. N/A

Written report remains in minutes.

d. Environment of Care and Safety Report

- i. Evaluation and Approval of Annual Plans –
 - i.i. Old Business - -
 - a. Evaluation and approval of Annual Plans-Plans will be presented in January meeting.
 - a. Continuing to work on the building. Flooring in Nurses break area and Med Prep room needing replaced – Rescheduled - additional tile will need to be ordered.

- b. 15 AMP Receptacles – all 15 AMP Receptacles will be replaced with 20 AMP Receptacles throughout Hospital – replacement has started.
- c. Replace all receptacles on generator circuit at Clinic with red receptacles.
- d. ER Provider office flooring needing replaced-Tile has been ordered.
- e. Damaged ceiling tile in patient area due to electrical upgrade-replacement started.
- f. Replace ceiling tile that do not fit properly – will need more tile to complete.
- g. North wall in Nurses breakroom in need of repair
- h. Ceiling tile above HVAC Unit in Radiology stained from roof leak.
- i. Room 29 in need of wall repair-remodel started 12-13-2022.
- j. Uncovered many problems/issues in wiring that wasn't up to code. Approximate completion in 60 days.

i.i.i. New Business

- a. Appoint Safety Officer for 2023-Mark Chapman was appointed Safety Officer for 2023—Motion by Daniel Coffin, Second by Kaye Hamilton.
- b. Chrome pipe needs cleaned and escutcheons replaced on hopper in ER.

Written report remains in minutes.

e. Laboratory

- i. Tissue Report – Approved – January, 2023
- i.i. Transfusion Report – Approved – January, 2023

f. Radiology

- i. There was a total of – 211 X-Rays/CT/US
- i.i. Nothing up for approval
- i.i.i. Updates:
 - o No new updates.

Written report remains in minutes.

g. Pharmacy

- i. Verbal Report by Pharmacist.
- i.i. COVID-19 Medications-Have 1 dose of Bebtelovimab, 30 doses of Remdesivir and 18 Paxlovid doses in-house.
- i.i.i. P & T Committee Meeting - March, 2023
- i.v. Drug Shortage/Outages are as follows: Clinimix, Optiray (all Contrast), furosemide injection. Children's suspension antibiotics, Tylenol and Ibuprofen DRS and PIC to monitor on a routine

basis.

Written report remains in the minutes.

- h. Physical Therapy
 - i. No report.

- i. Emergency Department
 - i. No report

- j. Quality Assessment Performance Improvement Risk
 - Risk Management
 - Grievance – 0
 - 1 - Fall with no injury
 - 0 - Fall with minor injury
 - 0 – Fall with major injury
 - Death – In Patient 1 (0%) - Emergency Department (0%)
 - AMA/LWBS – 7/0
 - Quality
 - Quality Minutes from previous month included as attachment.
 - Policy Revisions: Respiratory Policy Manual; Annual Infection Control Risk Assessment
 - HIM – H&P – Completion 27/27 = 100% - Discharge Summary 27/27 = 100%
 - Med event – 2
 - Afterhours access was – 76
 - Compliance

Written report remains in minutes.

- k. Utilization Review
 - i. Total Patient days for January: 427
 - i.i. Total Medicare days for January: 394
 - i.i.i. Total Medicaid days for January: 7
 - i.v. Total Swing Bed days for January: 371
 - v. Total Medicare SB days for: 371

Written report remains in the minutes.

Motion made by Dr. John Chiaffitelli, Medical Director to approve Committee Reports for January, 2022.

6. New Business

- a. Review & Consideration of Approval of Policies & Procedures – MRMC – Respiratory Policy & Procedure Manual – Table of Contents for the MRMC Respiratory Policies & Procedures Is attached.
 - i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve MRMC – Respiratory Policy & Procedure Manual – Table of Contents for the MRMC Respiratory

- Policy & Procedure Manual is attached.
- b. Review & Consideration of Approval of Risk Assessment – MRMC – Annual Infection Control Risk Assessment
 - i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve MRMC – Annual Infection Control Risk Assessment.
- c. Review & Consideration of Approval of Appointment – MRMC – Infection Preventionist Appointment – Claudia Collard.
 - i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve MRMC – Infection Preventionist Appointment – Claudia Collard.
- d. Review & Consideration of Approval of Appointment – MRMC – Risk Manager Appointment - Denise Jackson
 - i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve MRMC – Risk Manager Appointment – Denise Jackson.
- e. Review & Consideration of Approval of Appointment – MRMC – Compliance Officer Appointment – Denise Jackson.
 - i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve MRMC - Compliance Officer – Denise Jackson.

7. Adjourn

- a. Dr Chiaffitelli made a motion to adjourn the meeting at 12:50 pm.

Medical Director/Chief of Staff

Date

Mangum Regional Medical Center
April 2023 Estimated Claims

Vendor	Description	Estimated Amount
ADCRAFT	Plant Ops Supplies	300.00
ALIMED	Misc supplies	9,331.54
AMBS CALL CENTER	Hotline	100.00
AMERICAN PROFICIENCY INSTITUTE	lab supplies	4,437.00
ANESTHESIA SERVICE INC	Service	5,500.00
APEX MEDICAL GAS SYSTEMS, INC	Supplies	1,200.00
ARAMARK	Linens purch svcs	20,000.00
ASD HEALTHCARE	Pharmacy Supplies	15,000.00
AT&T	Fax Service	3,500.00
AVANAN, INC.	COVID Capital	16,800.00
BARRY DAVENPORT	1099 Provider	20,000.00
BAXTER HEALTHCARE	Pharmacy Supplies	3,500.00
BIO-RAD LABORATORIES INC	Supplies	3,500.00
BLUTH FAMILY MEDICINE, LLC	1099 Provider	5,300.00
C & C	Supplies	1,500.00
C&S INSTRUMENTS LLC	Supplies	200.00
CABLES AND SENSORS	Supplies	500.00
CARDINAL 110 LLC	Pharmacy Supplies	60,000.00
careLearning	Employee education/training	3,442.50
CARNEGIE TRI-COUNTY MUN. HOSP	Pharmacy Supplies	3,500.00
CARRIER CORP	Repairs/maintenance	2,000.00
CDW-G LLC	Supplies	957.96
CITY OF MANGUM	Utilities & property taxes	13,000.00
CLIFFORD POWER SYSTEMS INC	Plant Ops Compliance	1,000.00
CliftonLarsonAllen LLP	FS Audit firm	8,400.00
COHESIVE HEALTHCARE MGMT	Mgmt and provider Fees	250,000.00
COHESIVE HEALTHCARE RESOURCES	Payroll	550,000.00
COHESIVE MEDIRYDE LLC	Mgmt Transportation Service	6,000.00
COHESIVE STAFFING SOLUTIONS	Mgmt Staffing Service	350,000.00
COMMERCIAL MEDICAL ELECTRONICS	Quarterly PM service	2,500.00
COMPLIANCE CONSULTANTS	Lab Consultant	1,000.00
CONTROL FIRE SYSTEMS CO	Repairs/maintenance	325.00
CONTROL SOLUTIONS	Supplies	500.00
CORRY KENDALL, ATTORNEY AT LAW	Legal Fees	8,000.00
CPSI	EHR software	22,000.00
CRITICAL ALERT	Nurse Call	1,500.00
CULLIGAN WATER CONDITIONING	RHC purch svcs	150.00
CURBELL MEDICAL PRODUCTS INC	Supplies	957.56
DAN'S HEATING & AIR CONDITIONI	maintenance	1,000.00
DELL INC	ARPA Grant - Laptops	22,237.73
DIAGNOSTIC IMAGING ASSOCIATES	Radiology Purch svcs	5,300.00
DOBSON TECHNOLOGIES TRANSPORT	Internet	1,809.00

Vendor	Description	Estimated Amount
DOERNER SAUNDERS DANIEL ANDERS	Legal Fees	20,000.00
DR. MORGAN	1099 Provider	9,532.00
eCLINICAL WORKS, LLC	RHC EMR	1,200.00
EMD MILLIPORE CORPORATION	lab supplies	5,700.00
EQUALIZE RCM REVOPS	Billing purch svcs	75,000.00
F1 INFORMATION TECHNOLOGIES IN	IT Support Services	5,856.00
FEDEX	Postage	300.00
FFF ENTERPRISES	Pharmacy Supplies	3,500.00
FIRE EXTINGUISHER SALES & SERV	Repairs/maintenance	200.00
FIRSTCARE MEDICAL SERVICES, PC	1099 Provider	32,000.00
FLOWERS UNLIMITED	Other	150.00
FORVIS	Finance purch svcs(Formerly BKD)	855.00
FOX BUILDING SUPPLY	Plant Ops Supplies	1,500.00
GEORGE BROS TERMITE & PEST CON	Pest Control Service	600.00
GLOBAL EQUIPMENT COMPANY INC.	Supplies	1,500.00
GRAINGER	Maintenance Supplies	4,500.00
GREER COUNTY CHAMBER OF	Hwy Sign	400.00
GREER COUNTY TREASURER	Property taxes	5,799.50
HAC INC	Dietary Supplies	1,000.00
HAMILTON MEDICAL INC.	Patient Supplies	688.32
HEALTH CARE LOGISTICS	Patient Supplies	800.00
HEARTLAND PATHOLOGY CONSULTANT	Lab Consultant	2,000.00
HENGST PRINTING	Pharmacy Supplies	250.00
HENRY SCHEIN	Lab Supplies	15,000.00
HILL-ROM COMPANY, INC	Patient Supplies	5,300.00
HOBART SERVICE	Repairs/maintenance	526.00
HOSPITAL EQUIPMENT RENTAL COMP	Equipment rental	3,155.00
HSI	Data Safety software	3,018.00
ICU MEDICAL SALES INC.	COVID Capital, misc supplies	1,000.00
IMPERIAL, LLC.-LAWTON	Dietary Purchased Service	500.00
INQUISEEK	RHC consulting service	500.00
INSIGHT DIRECT USA INC.	Supplies	962.76
JANUS SUPPLY CO	Housekeeping Supplies, based in Altus	2,700.00
JIMALL & KANISHA' LOFTIS	Rent house	850.00
JNP MEDICAL SERVICES LLC	1099 Provider	2,500.00
KAY ELECTRIC	Repairs/maintenance	1,000.00
KCI USA	Patient Supplies	2,500.00
KING GUIDE PUBLICATIONS INC	Advertising	100.00
LABCORP	Lab purch svcs	15,000.00
LAMPTON WELDING SUPPLY	Patient Supplies	6,500.00
LANGUAGE LINE SERVICES INC	Translation service	800.00
LINET AMERICAS, INC.	Repairs/maintenance	1,480.00
LOCKE SUPPLY	Plant Ops Supplies	3,500.00
LOWES	Supplies	7,500.00

Vendor	Description	Estimated Amount
MANGUM STAR NEWS	advertising	350.00
MCABEE FOX ROOFING LLC	Roof Replacement	11,000.00
MCKESSON - 340 B	340B patient supplies	1,200.00
MCKESSON / PSS - DALLAS	Patient Care/Lab Supplies	30,000.00
MEASUREMENT SPECIALTIES INC	supplies	175.00
MEDICAL DEVICE DEPOT, INC	COVID equip list	1,000.00
MEDICUS HEALTH DIRECT, INC	Minor equipment	4,657.48
MEDLINE INDUSTRIES	Patient Care Supplies	35,000.00
MEDTOX DIAGNOSTICS, INC	Lab supplies	1,500.00
MISC EMPLOYEE REIMBURSEMENTS	To reimburse employees for travel and sup	3,500.00
MOUNTAINEER MEDICAL	Patient Supplies	2,108.88
NEXTIVA, INC.	Phone utility	4,000.00
NP RESOURCES	1099 Provider	4,500.00
NUANCE COMMUNICATIONS INC	Supplies	600.00
OFFICE DEPOT	Office Equipment	500.00
OK STATE BOARD	Credentialing	300.00
OKLAHOMA BLOOD INSTITUTE	Blood bank	8,000.00
ORTHO-CLINICAL DIAGNOSTICS INC	Laboratory Supplies	1,203.96
PARA HEALTHCARE ANALYTICS, LLC	CDM Review service	7,500.00
PARTSSOURCE INC,	Misc Supplies	1,422.73
PATIENT REFUNDS	Credits due to payors	4,500.00
PHARMA FORCE GROUP LLC	340B Purch svs	800.00
PHARMACY CONSULTANTS, INC.	340B purch svs	2,530.00
PHILADELPHIA INSURANCE COMPANY	Property ins	2,000.00
PHILIPS HEALTHCARE	Supplies	600.00
PIPETTE COM	Lab maintenance/repair	300.00
PITNEY BOWES GLOBAL FINANCIAL	Postage rental	360.00
PRESS GANEY ASSOCIATES, INC	Purchased Service	1,500.00
PUCKETT DISCOUNT PHARMACY	Pharmacy Supplies	700.00
PURCHASE POWER	Postage	400.00
R.B. AKINS COMPANY	ARPA Capital	25,600.00
RAMSEY AND GRAY, PC	Legal Fees	6,270.00
RESPIRATORY MAINTENANCE INC	Repairs/maintenance	2,210.00
REYES ELECTRIC LLC	COVID Capital/Repairs	20,000.00
ROYCE ROLLS RINGER COMPANY	ARPA Grant - laundry carts	1,944.00
RUSSELL ELECTRIC & SECURITY	Repairs/maintenance	1,000.00
S & S WORLDWIDE	Supplies	147.66
SBM MOBILE PRACTICE, INC	1099 Provider	32,000.00
SCHAPEN LLC	RHC rent	1,750.00
SCRUBS AND SPORTS	Employee appreciation	100.00
SEE THE TRAINER-BELLEVUE	Patient Supplies	65.85
SHRED-IT	Secure doc disposal	5,000.00
SIZEWISE	equipment rental	10,000.00
SMAART MEDICAL SYSTEMS INC	Radiology interface/Radiologist provider	7,500.00

Vendor	Description	Estimated Amount
SOMSS LLC	JEFF BRAND 1099 Provider	25,000.00
SOUTHWEST HOT STEAM CLEANING	Quarterly PM service	375.00
SPACELABS HEALTHCARE LLC	Patient Supplies	1,700.00
SPARKLIGHT BUSINESS	Cable service	1,200.00
STANDLEY SYSTEMS LLC	Printer Lease	7,000.00
STAPLES ADVANTAGE	Office Supplies	2,500.00
STERICYCLE INC	Waste Disposal svcs	5,000.00
SUMMIT UTILITIES	Utilities	5,000.00
TECUMSEH OXYGEN & MEDICAL SUPP	Supplies	3,720.00
TELEFLEX	Supplies	500.00
TOUCHPOINT MEDICAL, INC	pharmacy purch svcs	3,285.00
TRENT ELLIOTT	1099 Provider	20,000.00
TRIZETTO PROVIDER SOLUTIONS	RHC purch svcs	158.00
TRS MANAGED SERVICES	Agency Staffing(Formerly Conexus)	40,000.00
TSYS	CC processing service	2,000.00
ULINE	Supplies	1,700.00
ULTRA-CHEM INC	housekeeping supplies	500.00
UMPQUA BANK VENDOR FINANCE	Lab Eq Note	4,400.00
US FOODSERVICE-OKLAHOMA CITY	Food and supplies	12,000.00
US MED-EQUIP LLC	Swing bed eq rental	5,000.00
VITAL SYSTEMS OF OKLAHOMA, INC	Swing bed purch service	3,420.00
WESTERN COMMERCE BANK (OHA INS	Insurance	6,800.00
WOLTERS KLUWER HEALTH	Employee education/training	5,279.61
TOTAL Estimated		<u><u>2,076,304.04</u></u>

QUALITY MANAGEMENT REPORT

SUMMARY

Current Year: 2023
 Month: 02

				Monthly				Cumulative			
ID	Group	METRICS	Unit	Previous Year Performance	Benchmark	Current Year Performance	CY/PY % of Change	Previous Year Performance	Benchmark	Current Year Performance	CY/PY % of Change
VOLUME & UTILIZATION											
00101	Volume & Utilization	Total ER visits	#	144.00		119.00	▼ -25.00	1852.00		278.00	▼ -1574.00
00102	Volume & Utilization	Total # of Observation Patients admitted	#	2.00		1.00	▼ -1.00	6.00		2.00	▼ -4.00
00103	Volume & Utilization	Total # of Acute Patients admitted	#	12.00		17.00	▲ 5.00	169.00		30.00	▼ -139.00
00104	Volume & Utilization	Total # of Swing Bed Patients admitted	#	3.00		14.00	▲ 11.00	111.00		28.00	▼ -83.00
00105	Volume & Utilization	Total Hospital Admissions (Acute & Swing bed)	#	15.00		31.00	▲ 16.00	280.00		58.00	▼ -222.00
00106	Volume & Utilization	Total Discharges (Acute & Swing bed)	#	17.00		27.00	▲ 10.00	263.00		52.00	▼ -211.00
00107	Volume & Utilization	Total Patient Days (Acute & Swing bed)	#	236.00		418.00	▲ 182.00	3612.00		845.00	▼ -2767.00
00108	Volume & Utilization	Average Daily Census (Acute & Swing bed)	#	8.00		15.00	▲ 7.00	10.00		28.80	▲ 18.80
00109	Volume & Utilization	Left Against Medical Advice (AMA)	#	3.00	2.00	4.00	▲ 1.00	38.00	2.00	11.00	▼ -27.00
CARE MANAGEMENT											
00201	Care Management	CAH 30 Day Readmission Rate per 100 patient discharges	%	3.00	0.05	0.07	▼ 98%	0.07	0.05	0.06	▼ 19%
RISK MANAGEMENT											
00301	Risk Management	Total Number of Events	#	144.00		1.00	▼ 99%	79.00		1.00	▼ 99%
00302	Risk Management	Total number of complaints	#								
00304	Risk Management	Total number of complaints from ED	#								
00306	Risk Management	Total number of grievances	#	1.00			▼ 100%	1.00			▼ 100%
00308	Risk Management	Total number of grievances from ED	#								
00310	Risk Management	Inpatient falls without injury	#	22.00		1.00	▼ 95%	22.00		1.00	▼ 95%
00312	Risk Management	ED patient falls without injury	#	3.00			▼ 100%	3.00			▼ 100%
00314	Risk Management	Patient falls with minor injury	#	5.00			▼ 100%	5.00			▼ 100%
00316	Risk Management	ED patient falls with minor injury	#								
00318	Risk Management	Total number of patient falls with major injury	#	1.00			▼ 100%	1.00			▼ 100%
00320	Risk Management	Total number of ED patient falls with major injury	#								
00323	Risk Management	Inpatient Mortality Rate	%	15.00	0.10		▼ 100%	15.00	0.10	0.00	▼ 100%
00325	Risk Management	ED Mortality Rate	%	9.00	0.10		▼ 100%	9.00	0.10		▼ 100%
00327	Risk Management	OPO Notification Compliance	%	95.00	1.00			95.00	1.00	1.00	▼ 99%
NURSING											
00408	Nursing	Total Number of Code Blues during reporting period	#	12.00			▼ 100%	12.00			▼ 100%
00409	Nursing	Total number of CAH patients transferred to tertiary facility	#	14.00		1.00	▼ 93%	14.00		2.00	▼ 86%
EMERGENCY DEPARTMENT											
00508	Emergency Department	ED Left Without Being Seen Rate	#					90.00		#DIV/0!	
00509	Emergency Department	Total number of ED patients transferred to a tertiary facility	#	118.00		11.00	▼ 91%	118.00		11.00	▼ 91%

2023 CLINIC PROVIDER CALL SCHEDULE APRIL and MAY

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
					1-Apr	2-Apr
8:00 AM						
5:00 PM						

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
3-Apr 2023	4-Apr 2023	5-Apr 2023	6-Apr 2023	7-Apr 2023	8-Apr 2023	9-Apr 2023
Mary	Mary	Amy 8a-12p	Amy	Kenna		
8:00 AM						
5:00 PM						

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
10-Apr 2023	11-Apr 2023	12-Apr 2023	13-Apr 2023	14-Apr 2023	15-Apr 2023	16-Apr 2023
Amy	Amy	Kenna	Kenna	Kenna		
8:00 AM						
5:00 PM						

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
17-Apr 2023	18-Apr 2023	19-Apr 2023	20-Apr 2023	21-Apr 2023	22-Apr 2023	23-Apr 2023
Mary	Mary	Amy	Amy	Kenna		
8:00 AM						
5:00 PM						

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
24-Apr 2023	25-Apr 2023	26-Apr 2023	27-Apr 2023	28-Apr 2023	29-Apr 2023	30-Apr 2023
Kenna	Kenna	Kenna	Mary-1:00pm	Mary		
8:00 AM						
5:00 PM						

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1-May 2023	2-May 2023	3-May 2023	4-May 2023	5-May 2023	6-May 2023	7-May 2023
Kenna	Kenna	Amy	Amy			
8:00 AM						
5:00 PM						

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8-May 2023	9-May 2023	10-May 2023	11-May 2023	12-May 2023	13-May 2023	14-May 2023
Amy	Amy	Kenna	Kenna			
8:00 AM						
5:00 PM						

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
15-May 2023	16-May 2023	17-May 2023	18-May 2023	19-May 2023	20-May 2023	21-May 2023
Mary	Mary	Amy	Amy			
8:00 AM						
5:00 PM						

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	22-May	23-May	24-May	25-May	26-May	27-May	28-May
	2023	2023	2023	2023	2023	2023	2023
8:00 AM	Kenna	Kenna	Kenna	Kenna	Kenna		
5:00 PM							

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	29-May	30-May	31-May				
	2023	2023	2023				
8:00 AM	Mary	Mary	Amy				
5:00 PM							

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8:00 AM							
5:00 PM							

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8:00 AM							
5:00 PM							



Clinic Operations Report

Mangum Family Clinic

February 2023

Monthly Stats	Feb 22	Feb 23
Total Visits	97	123
Provider Prod	128	109
RHC Visits	97	103
Nurse Visits	0	0
Televisit	0	0
Swingbed	0	20

Provider Numbers	
Barnes	90
McDade	18
Chiaffitelli	10

Payor Mix	
Medicare	41
Medicaid	42
Self	3
Private	37

Visits per Geography	
Mangum	97
Altus	10
Willow	6
Duke	4

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Visits	167	123											

Clinic Operations:

- Minor drop in volume due to inclement weather during February.
- Mary Barnes doing bulk of clinic coverage.
- Working hard on survey preparedness.
- Continuing to orient new manager.

Quality Report:

- No deficiencies noted in metrics. Steady going.
- No patient surveys noted this month.

Outreach:

- Maintaining Covid Home Tests. No significant changes.

Summary: Continuing to hold steady while awaiting the arrival of Amy Sims. Clinic doing as well as can be expected. Staff very supportive during this interim time period. Amy Sims has been in clinic for several shifts and is adjusting well.

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



Chief Clinical Officer Report February 2023

Excellent Patient Care

- Monthly Education included: Annual education requirements through the New careLearning platform .
- MRMC Care Management Team reports **100% compliance** of Case Management Assessments completed within 24 hours of admission.
- MRMC Risk Management Team reports of the combined total of 537 patient days there were **ZERO Falls** with injury in Acute or Emergency Department.

Excellent Client Service

- Patients continue to rely on MRMC as their local hospital. Total Patient Days remained consistent with 427 patient days in January and 418 patient days in February. This represents an average daily census of 14! In addition, MRMC Emergency Department provided care to 119 patients in February.
- February COVID-19 Stats at MRMC: Swabs (50 PCR & 73 Antigen) with 4 Positive.
- MRMC Blood Bank reports regarding the 7 units of blood transfused in February – **100% Compliance** for Appropriateness of transfusion, 2 patient identifiers, signed informed consent, and vital signs monitored and documented per regulatory guidelines.

Preserve Rural Healthcare

Mangum Regional Medical Center												
2023 Monthly Census Comparison												
	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec 22
Inpatient	13	17										22
Swing Bed	14	14										6
Observation	1	1										0
Emergency Room	159	119										210
Lab Completed	2542	2159										2337
Rad Completed	211	185										214
Ventilator Days	0	0										0

Preserve Rural Jobs

- Recruiting efforts included interviewing regional professionals.
- Local professionals are filling positions at MRMC.

Hospital Vendor Contract Summary Sheet

1. Existing Vendor New Vendor
2. **Name of Contract:** General Liability, Professional Liability and Employee Benefits Liability insurance quotes
3. **Contract Parties:** Mangum City Hospital Authority
4. **Contract Type Services:** Liability insurance quotes
5. **Impacted Hospital Departments:** Hospital and providers
6. **Contract Summary:** Insurance quotes will provide the following liability insurance policies for the Hospital and Clinic. We recommend going with MedPro.
 - ✓ General Liability
 - ✓ Professional Liability
 - ✓ Employee Benefits Liability

See attached for coverage limits.
7. **Cost:** MedPro: \$61,477.00 annually
8. **Prior Cost:** \$61,533.00 annually.
9. **Term:** 1 year.
10. **Termination Clause:**
11. **Other:**

Chee Her

From: Shelli Barrios <Shelli.Barrios@INSURICA.com>
Sent: Tuesday, March 21, 2023 3:50 PM
To: Chee Her
Cc: Phillip W. Smith; Shelby Faust; Shelli Barrios
Subject: RE: Mangum Proposal - Property, Management Liability & Cyber

This is the underwriter's response:

\$61,477 – this includes the deductible and separate ER FTE limits.

Shelli Barrios | Account Manager
P 405-292-3926

INSURICA
3510 24th Avenue NW, Suite 201
Norman, OK 73069

From: Chee Her <cher@chmcok.com>
Sent: Tuesday, March 21, 2023 3:36 PM
To: Shelli Barrios <Shelli.Barrios@INSURICA.com>
Cc: Shelby Faust <sfaust@okoha.com>; Phillip W. Smith <Phillip.Smith@INSURICA.com>
Subject: RE: Mangum Proposal - Property, Management Liability & Cyber

Hi Shelli --- What is the renewal premium amount that provides the same coverage as last year (with the exception to Cyber)?



INSURANCE PROPOSAL

2023-2024 Policy Term

MANGUM CITY HOSPITAL AUTHORITY

Presented March 10, 2023

Presented by: Shelby Faust & Phillip Smith

SERVICE TEAM

Phillip Smith, MHA | Vice President, Healthcare
Practice Group Leader
Email: Phillip.Smith@INSURICA.com

J. Shelby Faust, Executive Vice President, OHA

Shelli Barrios | Account Manager
Email: Shelli.Barrios@INSURICA.com
Direct Phone: (405)292-3926

P: (405) 321-2700 **F:** (405) 360-8892
3510 24th Ave NW, Suite 201
Norman, OK 73069
INSURICA.com

P: (405) 605-8744 **F:** (405) 602-0471
4000 Lincoln Blvd. OKC, OK 73105

Mangum City Hospital Authority
Healthcare Liability Coverage Terms

Item 11.

COVERAGE OVERVIEW	MedPro Group	COVERAGE OVERVIEW	THIE
Policy Term: April 21, 2023 to April 23, 2024			
Professional - Insuring Agreements include, but are not limited to;		Professional - Insuring Agreements include, but are not limited to;	
COVERAGE SELECTED:	Limits/Ded/Terms	COVERAGE SELECTED:	Limits/Ded/Terms
Professional Liability:	Claims-Made and Reported	Professional Liability:	Claims-Made and Reported
General Liability:	Occurrence	General Liability:	Occurrence
Employee Benefits Liability:	Claims-Made and Reported	Employee Benefits Liability:	Claims-Made and Reported
RETROACTIVE DATE:		RETROACTIVE DATE:	
Professional Liability:	10/1/2004	Professional Liability:	10/1/2004
General Liability:	n/a	General Liability:	n/a
Employee Benefits Liability:	10/1/2004	Employee Benefits Liability:	10/1/2004
LIMITS OF LIABILITY		LIMITS OF LIABILITY	
Professional Liability:		Professional Liability:	
Per Event Limit	\$1,000,000	Per Event Limit	\$1,000,000
Aggregate Limit	\$3,000,000	Aggregate Limit	\$3,000,000
Claims Expense	Defense Outside the Limit	Claims Expense	Defense Outside the Limit
General Liability:		General Liability:	
Per Event Limit	\$1,000,000	Per Event Limit	\$1,000,000
Aggregate Limit	\$3,000,000	Aggregate Limit	\$3,000,000
Products Completed Operations Hazard Aggregate Limit	\$3,000,000	Products Completed Operations Hazard Aggregate Limit	\$3,000,000
Personal and Advertising Injury Limit (Each Person)	\$1,000,000	Personal and Advertising Injury Limit (Each Person)	\$1,000,000
Damage to Premises Related to an Insured (Any One)	\$50,000	Damage to Premises Related to an Insured (Any One Premises)	\$100,000
Medical Expense Limit (Each Person)	\$5,000	Medical Expense Limit (Each Person)	\$5,000
Claims Expense	Defense Outside the Limit	Claims Expense	Defense Outside the Limit
Employee Benefits Liability:		Employee Benefits Liability:	
Employee Benefits Liability Per Event Limit	\$1,000,000	Employee Benefits Liability Per Event Limit	\$500,000
Employee Benefits Liability Aggregate Limit	\$3,000,000	Employee Benefits Liability Aggregate Limit	\$500,000
Claims Expense	Defense Outside the Limit	Claims Expense	Defense Outside the Limit
Deductibles		Deductibles	
Professional Liability:		Professional Liability:	
Per Event Limit	\$5,000	Per Event Limit	\$5,000
Aggregate Limit	n/a	Aggregate Limit	n/a
Loss and Claims Expense	n/a	Loss and Claims Expense	n/a
General Liability:		General Liability:	
Per Event Limit	\$5,000	Per Event Limit	\$0
Aggregate Limit	n/a	Aggregate Limit	n/a
Loss and Claims Expense	n/a	Loss and Claims Expense	n/a
Employee Benefits Liability:		Employee Benefits Liability:	
Per Event Limit	\$5,000	Per Event Limit	\$0
Aggregate Limit	n/a	Aggregate Limit	n/a
Loss and Claims Expense	n/a	Loss and Claims Expense	n/a
Premiums:		Premiums:	
Professional Liability - including Physicians FTE1		Professional Liability	\$46,840
General Liability and Employee Benefits Liability		General Liability	\$1,080
Terrorism Premium (TRIA)		Employee Benefits	\$1,500
		Terrorism Coverage Premium	\$87
Total Premium		Total Premium*	\$49,507
		*Optional quote for -0- Deductible is \$49,926.	
COVERAGE FORMS OVERVIEW	MedPro Group	COVERAGE FORMS OVERVIEW	THIE
This is not an all inclusive list of forms - please refer to insurance policy for full information.		This is not an all inclusive list of forms - please refer to insurance policy for full information.	

**Mangum City Hospital Authority
Healthcare Liability Coverage Terms**

Item 11.

*Professional Liability Schedule of Named Insureds - Mangum City Hospital Authority and All Emergency Medicine, Hospitalist Physicians, Residents Employed and Contracted by Mangum City Hospital Authority	*Medical Professional Liability - Claims Made - Roster of Designated Employed Physicians Endorsement (Defines Who is an Insured) Roster attached - Retroactive Date - THIE has retro dates for each Employed Physician on Roster Schedule
*Healthcare Liability Policy Schedule of Trade, Fictitious and/or Business Names: Mangum Family Clinic, Mangum Regional Medical Center	*Medical Professional Liability - Excluded Patients Endorsement (This endorsement states the Professional will not cover any claim/loss that would be covered under the General Liability
*Healthcare Liability Policy Schedule of Additional Insured: Cohesive Healthcare Management & Consulting, LLC	*Medical Professional Liability - No Contingent Liability Endorsement (A contingent liability is potential obligation that may arise from an event that has not yet occurred)
*Professional Liability Policy - Disciplinary, Licensing, and Credentialing Actions Endorsement Company will not pay more than \$25,000 on behalf of an insured for Claim Expense and will not pay	*Medical Professional Liability - Disciplinary Proceedings Legal Expense Endorsement Limit: \$10,000
*Professional Liability - Blanket Physician Insureds Endorsement (Does not include podiatrist, chiropractor, dentist, certified registered nurse anesthetist or midwife)	*Medical Professional provides coverage for Physicians serving as Medical Director and/or other administrative services listed Coverage is extended to employed mid-levels (i.e. PA, CRNA, etc.)
*General Liability Schedule of Named Insureds Mangum City Hospital Authority	*Medical Professional Liability - Media Expenses Limit: \$25,000
*General Liability Policy - Employee Benefits Liability Endorsement	*Medical Professional Liability - Exclusions Media Expenses Limit: \$25,000
*General Liability Policy - Blanket Waiver of Subrogation Endorsement	*Medical Professional Liability - allows Choice of Counsel and Consent to Settle subject to policy
*General Liability Policy - Blanket Additional Insured - Premises and Equipment Lessors Endorsement	*Medical Professional Liability - Participating Subscriber Endorsement
*General Liability Policy - Blanket Hired and Non-Owned Auto Limit - Limited Coverage Endorsement	*General Liability - Exclusion Access or Disclosure of Confidential or Personal Information - With Limited Bodily Injury Exception
*General Liability Policy - TRIA Coverage - Certified Acts of Terrorism	*General Liability - Exclusion Patient Injury - Injury does not apply to Bodily Injury, Personal or Advertising Injury and/or Medical Payments when any person is entering or leaving insured
*General Liability Policy - Evacuation, Disinfection, and Public Relations Expenses Endorsement - Limits: \$100,000 Per Event/\$100,000 Aggregate	*Oklahoma Professional Emergency Expenses Endorsement Claims Made - Sublimit \$25,000
*General Liability Policy - Sexual Misconduct with sublimit for Innocent Insureds Endorsement Claims-made and reported Per Sexual Misconduct Event Sublimit: \$1,000,000, Aggregate Sexual Misconduct Event Sublimit: \$3,000,000, Claims Expenses : Defense outside the limit Retroactive Date	*General Liability - Exclusion for the request for damages arising out of actual, alleged, or threatened "sexual misconduct" We shall however have the right to defend such allegations Under Coverage B- Personal and Advertising Liability Duty to Defend ends
	General Liability - Druggists - Provides coverage of Bodily Injury and Property Damage arising out of or failing to render professional health care services as a pharmacist shall be deemed an occurrence
*Exclusions: (Not all Inclusive)	*Exclusions: (Not all Inclusive)
Contractual Liability	Contractual Liability
Criminal Acts	Criminal Acts
Employers Liability	Employers Liability
Employment Practices Liability	Employment Practices Liability
Insurer Versus Insured	Insurer Versus Insured
Managed Care Services	Liquor Liability
Workers' Compensation and Similar Laws	Workers' Compensation and Similar Laws

QUOTATION

NOTICE:

Actual terms, conditions and pricing provided by a subsequent quote may differ from that provided herein as the result of additional information provided to us. Coverage is not bound by this quote and may be made effective only by an authorized agent of the Issuing Company. Please review this quote carefully and advise us if you have any questions.

Issued By: Underwriter: Maegan Plante
Phone: (405) 815-4855
Email: Maegan.Plante@medpro.com

Quotation Date: February 17, 2023

Issued To: Producer: INSURICA Inc
Address: 3510 W 24th Ave NW Ste 201
Norman, OK 73069-8376

PREMIUM SUMMARY

Total Premium:	Primary Total Policy Premium	\$
	Total Premium	\$
Commission:	Primary Policy:	15%
Payment Terms:	<p>Payment must be received by MedPro Group within 28 days from date of billing invoice or the offer of coverage is subject to withdrawal.</p> <p>Payment Schedule – Primary Policy: Full Pay</p> <p>If surcharges/taxes/fees are included in the amount quoted, payment for such surcharges/taxes/fees will be due in full with the initial premium payment.</p>	

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 <input type="checkbox"/> Administrative First Named Insured
POLICY PERIOD:	From 04/21/2023 to 04/21/2024 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

General Liability:	\$5,000 Per Event / \$Nil Aggregate
	Deductible - Loss and Claims Expense
Employee Benefits Liability:	\$5,000 Per Event / \$Nil Aggregate
	Deductible - Loss and Claims Expense
PREMIUM:	
Policy Premium	\$
Terrorism Premium (TRIA)	\$ 200
Total Premium	\$
FORMS & ENDORSEMENTS: Refer to attached Schedule of Forms and Endorsements	

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: <ul style="list-style-type: none"> N/A
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: <ul style="list-style-type: none"> No coverage is provided for podiatrists, chiropractors, dentists, nurse anesthetists, and midwives unless listed on the Schedule of Named Insured Professional Liability attached.
Additional Notes:	<ul style="list-style-type: none"> N/A

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 04/21/2023 to 04/21/2024 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
<u>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.</u>	
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.	
* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.	

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.

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 Coverage Only

Print Name

Date

Forming Part of Policy No.: H003788

Issued to: Mangum City Hospital Authority

Policy Period: From 04/21/2023 to 04/21/2024 at 12:01 a.m. at the address of the First Named Insured stated herein.

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	

Forming Part of Policy No.: H003788
Issued to: Mangum City Hospital Authority
Policy Period: From 04/21/2023 to 04/21/2024 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 INSUREDS						
NAMED INSURED	ID NUMBER	RETRO-ACTIVE DATE	TERMINATION DATE	LIMITS OF LIABILITY (PER EVENT LIMIT/ AGGREGATE LIMIT)	RETENTION (PER EVENT/ AGGREGATE)	PREMIUM
Mangum City Hospital Authority	221619	10/01/2004		\$1,000,000 / \$3,000,000	\$5,000 / \$Nil	\$52,792

Physician FTEs :

Physician FTE 1		02/01/2005		\$1,000,000 / \$3,000,000	FNI	\$8,192
All Emergency Medicine and Hospitalist Physicians and Residents Employed and Contracted by Mangum City Hospital Authority	1923944			Physician FTE 1	Physician FTE 1	Included

* Indicates any applicable surcharges, taxes or fees.

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

All other terms and conditions of the policy remain unchanged.

Forming Part of Policy No.: H003788

Issued to: Mangum City Hospital Authority

Policy Period: From 04/21/2023 to 04/21/2024 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 INSUREDS				
NAMED INSURED	ID NUMBER	RETRO-ACTIVE DATE	TERMIN-ATION DATE	PREMIUM
Mangum City Hospital Authority	221619	n/a		\$10,744

* Indicates any applicable surcharges, taxes or fees.

All other terms and conditions of the policy remain unchanged.

Forming Part of Policy No.: H003788

Issued to: Mangum City Hospital Authority

Policy Period: From 04/21/2023 to 04/21/2024 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		
NAMED INSURED	ID NUMBER	TRADE, FICTITIOUS OR BUSINESS (D/B/A) NAME
Mangum City Hospital Authority	221619	Mangum Family Clinic
Mangum City Hospital Authority	221619	Mangum Regional Medical Center

All other terms and conditions of the policy remain unchanged.



**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: 04/21/2023 at 12:01 a.m. at the address of the First Named Insured stated herein.

**HEALTHCARE LIABILITY POLICY
SCHEDULE OF ADDITIONAL INSURED – 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 INSURED

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 ADDITIONAL INSUREDS – MANAGEMENT COMPANY		
MANAGEMENT COMPANY	NAMED INSURED/LOCATION	COVERAGE PART
Cohesive Healthcare Management & Consulting, LLC	Mangum City Hospital Authority	Professional Liability & General Liability

All other terms and conditions of the policy remain unchanged.

Draft

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: 04/21/2023 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:
 1. 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.

All other terms and conditions of the policy remain unchanged.

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: 04/21/2023 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:

1. "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;
2. "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
3. "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.

All other terms and conditions of the policy remain unchanged.

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: 04/21/2023 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:
 - (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. 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;

- b. 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**.

All other terms and conditions of the policy remain unchanged.

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: 04/21/2023 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.

All other terms and conditions of the policy remain unchanged.

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: 04/21/2023 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.

All other terms and conditions of the policy remain unchanged.

Draft

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: 04/21/2023 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

- 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:

- 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;
- 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;
- 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**;
- 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
- 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:

- any of the **insured's employees** or members of their households; or
- 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.

All other terms and conditions of the policy remain unchanged.

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: 04/21/2023 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.

All other terms and conditions of the policy remain unchanged.

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: 04/21/2023 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;
4. 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.

All other terms and conditions of the policy remain unchanged.

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: 04/21/2023 at 12:01 a.m. at the address of the First Named Insured stated herein.

**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:

- (1) 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:
- (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**.

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**.

All other terms and conditions of the policy remain unchanged.

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: 04/21/2023 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.
2. 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

1. 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.

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.

All other terms and conditions of the policy remain unchanged.

Draft

Hospital Vendor Contract Summary Sheet

1. Existing Vendor New Vendor
2. **Name of Contract:** Cyber Liability insurance quotes
3. **Contract Parties:** Mangum City Hospital Authority
4. **Contract Type Services:** Liability insurance quotes
5. **Impacted Hospital Departments:** Hospital and information technology.
6. **Contract Summary:** Insurance quote will provide the following liability insurance policies for the Hospital and Clinic. Recommendation to go with Coalition quote.
 - ✓ Cyber Liability Insurance
 - See attached for coverage limits.
7. **Cost:** Coalition: \$12,536.62
8. **Prior Cost:** \$0.00. Included with general and professional liability insurance.
9. **Term:** 1 year.
10. **Termination Clause:**
11. **Other:**



INSURANCE PROPOSAL

2023-2024 Policy Term

MANGUM CITY HOSPITAL AUTHORITY

Presented March 10, 2023

Presented by: Shelby Faust & Phillip Smith

SERVICE TEAM

Phillip Smith, MHA | Vice President, Healthcare
Practice Group Leader
Email: Phillip.Smith@INSURICA.com

J. Shelby Faust, Executive Vice President, OHA

Shelli Barrios | Account Manager
Email: Shelli.Barrios@INSURICA.com
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P: (405) 321-2700 **F:** (405) 360-8892
3510 24th Ave NW, Suite 201
Norman, OK 73069
INSURICA.com

P: (405) 605-8744 **F:** (405) 602-0471
4000 Lincoln Blvd. OKC, OK 73105

CYBER LIABILITY

Company:	Coalition	At Bay	Beazley
Breach Response	\$1,000,000 - \$10,000 Retention	\$1,000,000 - \$15,000 Retention	\$1,000,000 - \$10,000 Retention
Cyber Extortion	\$1,000,000 - \$10,000 Retention	\$1,000,000 - \$15,000 Retention	\$1,000,000 - \$25,000 Retention
Business Interruption	\$1,000,000 - \$10,000 Retention	\$1,000,000 - \$15,000 Retention	\$100,000 - \$25,000 Retention
Reputational Harm	\$1,000,000 – 14 Day Waiting Period	\$1,000,000 - \$15,000 Retention/180 Day Indemnity Period	Included
Network & Information Securities Liability	\$1,000,000 - \$10,000 Retention	\$1,000,000 - \$15,000 Retention	\$1,000,000 - \$10,000 Retention
Regulatory Defense & Penalties	\$1,000,000 - \$10,000 Retention	\$1,000,000 - \$15,000 Retention	\$1,000,000 - \$10,000 Retention
Multimedia Content Liability	\$1,000,000 - \$10,000 Retention	\$1,000,000 - \$15,000 Retention	\$1,000,000 - \$10,000 Retention
Digital Asset Restoration	\$1,000,000 - \$10,000 Retention	\$1,000,000 - \$15,000 Retention	Included
BI/PD Injury 1st Party	\$250,000 - \$10,000 Retention	N/A	N/A
BI/PD Injury 3 rd Party	\$250,000 - \$10,000 Retention	N/A	N/A
Ransomware	Included	Included	Included
Aggregate Limit	\$1,000,000	\$1,000,000	\$1,000,000
Premium:	\$12,536.62	\$14,138.28	\$13,578.60

***Completed application with chosen carrier required prior to binding coverage**

Carriers Declined to Quote due to lack of controls (EDR or MFA):

- **CNA Insurance Company**
- **Chubb Insurance Company**
- **MagMutual Insurance Company**

COALITION

Carrier Highlights:

- Credit monitoring covers credit freeze and credit thawing
- Data restoration costs include security failure or systems failure
- Insured vs insured exclusion additional carveback for claim made by additional insured
- Patents and trade secrets carveback for third party corporate information resulting from security failure
- 80/20 hammer clause
- Independent contractor included in definition of employee

Requirements:

- Provide an accurate total PII count and include all records in the applicant's care, custody, or control.
- Response to this contingency may change our terms or ability to offer terms.



Shelli Barrios
Insurica
P.O. Box 25928
Oklahoma City, OK 73125

Feb 08, 2023

Re: Mangum Regional Medical Center, Ref# 11238435-B
Proposed Effective 2/3/2023 to 2/3/2024

Dear Shelli:

We are pleased to confirm the attached quotation for **(cyber)** being offered with **Arch Specialty Insurance Company**. 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:	\$11,427.00
Broker Fee	\$400.00
Surplus Lines Tax	\$709.62

<i>Option to Elect Terrorism Coverage</i>
TRIPRA Premium:
Additional Taxes:
Total Including TRIA(if elected) \$12,536.62

Grand Total: \$12,536.62

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:

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, business expansion.

If your clients choose to pay their insurance in monthly installments, it's fast and easy with AFCO Credit Corporation, which is an affiliate of CRC, providing premium financing solutions for companies across the United States.

You can learn more about how premium financing works and how it can expand your relationship with your clients by emailing afcodirect@afco.com; or call toll-free **877-317-6437**, option 1. Additional information is available at <https://www.afco.com/partners/crc.html>.

Sincerely,

LA Exec Pro
213-439-3400
dalferez@crcins.com
11238435

Cybersecurity & insurance to keep your business safe

Coalition is the best way for a company to manage cyber risk. We provide comprehensive insurance coverage, free cybersecurity tools to monitor and protect your business, and 24/7 expert incident response to help you quickly respond to a cyber incident.



Hackers are smart, breaches are common, accidents happen. You need the most comprehensive protection. That's Coalition.

State-of-the-art cybersecurity

Our cybersecurity platform includes 24/7 security monitoring, automated security alerts, employee training, and access to security experts to prevent cyber incidents before they occur



Best-in-class cyber insurance

We protect the value of your entire business including financial, intangible, and tangible damage with up to \$15M of the most comprehensive cyber insurance

The most innovative and comprehensive coverage available

Coalition covers more of the financial, tangible, and intangible exposures your business faces as than any other insurance company.



Ransomware

A hacker has encrypted all of your files and won't unlock them until you pay a ransom. Not to worry, we'll cover the costs to restore your data and get you up and running again.



Wire Fraud & Social Engineering

A funds transfer request is sent to your controller by someone pretending to be your CEO. The funds may be out the door, but at least you're not out of pocket — we've got you covered.



Phishing and Data Breaches

A hacker gains access to an employee's email or breaches your network. We'll cover costs to fix the problem and breach related expenses such as credit monitoring and regulatory penalties.

Don't just protect your network, protect your business

We offer a full suite of security apps including 24/7 security monitoring, automated threat and intelligence alerts, DDoS mitigation, security benchmarking, ransomware protection, employee training, patch reminders, and more — included with each policy at no additional cost.



“

★★★★★

“I never thought I'd say I was passionate about an insurance platform, but what you guys have built is exceptional.”

— VERIFIED COALITION POLICYHOLDER

We're here for you when you need us most

Incidents happen, which is why you have insurance in the first place. Coalition is the only insurance firm with a dedicated 24/7 incident response and claims team to help you quickly respond to an incident. Join thousands of other organizations who rely on Coalition to provide emergency first response.

The capabilities of Coalition.

The financial strength of the world's leading insurers.

Coalition's insurance products are offered with the financial security of many of the world's leading (re)insurers including Swiss Re Corporate Solutions, Arch Insurance North America, and Lloyd's of London, among others.

Ready to protect your business?

To learn more visit www.coalitioninc.com

** Consult your quote or policy for specific carrier information.*



Coalition Insurance Solutions, Inc.
OK License No. 0100298249
55 2nd St, Suite 2500
San Francisco, CA 94105
Producer Code: 1035616

February 08, 2023

Producer:

Juliet Torres
CRC Insurance Services, Inc.
One Metroplex Drive, Suite 400
Birmingham, AL 35209

Re: Coalition Cyber Policy

Dear Juliet Torres:

We are pleased to offer the attached quotation for Mangum Regional Medical Center. Should you have any questions, please let us know.

In addition to our comprehensive insurance coverage, Coalition also provides robust cyber security tools including automated alerts, threat intelligence, expert guidance and recommendations, benchmarking, and ongoing monitoring to all of our policyholders. All are included in our apps platform at no additional cost to the insured. To learn more, visit www.coalitioninc.com.

Thank you again for the opportunity to work with you as a risk management partner to Mangum Regional Medical Center. If we can further assist you, or if you would like to learn more about our coverage or integrated approach to cyber risk management, please do not hesitate to contact us.



Coalition Insurance Solutions, Inc.
 OK License No. 0100298249
 55 2nd St, Suite 2500
 San Francisco, CA 94105
 Producer Code: 1035616

COALITION CYBER POLICY QUOTATION

Please be advised this quotation is for surplus lines coverage. Compliance with applicable laws and payment of taxes and fees is the responsibility of the Insured, Insurance Agent, or Insurance Broker. Upon binding of this account, we must receive a signed application from the Insured.

Subject to the terms and conditions contained herein, Coalition Insurance Solutions ("Coalition") agrees to issue to the below Named Insured the following quotation for insurance coverage:

Coalition Quote No.:	C-4LPX-254284-CYBER-2023	
Named Insured	Mangum Regional Medical Center	
Address	1 Wickersham Drive Mangum, OK 73554	
Policy Period	From: February 28, 2023 (Effective Date) To: February 28, 2024 (Expiration Date) Both dates 12:01 A.M. at the Named Insured's address above.	
Policy Premium	Premium without TRIA	\$11,415.57
	TRIA Premium	\$11.43
	Total Premium	\$11,427.00
Aggregate Policy Limit of Liability	\$1,000,000	

Coverage under this policy is provided only for those Insuring Agreements for which a limit of liability appears below. If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this policy. The Aggregate Policy Limit of Liability shown above is the most the Insurer(s) will pay regardless of the number of Insured Agreements purchased.

THIRD PARTY LIABILITY COVERAGES

Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention
A. NETWORK AND INFORMATION SECURITY LIABILITY	\$1,000,000	\$10,000
B. REGULATORY DEFENSE AND PENALTIES	\$1,000,000	\$10,000
C. MULTIMEDIA CONTENT LIABILITY	\$1,000,000	\$10,000
D. PCI FINES AND ASSESSMENTS	\$1,000,000	\$10,000

FIRST PARTY COVERAGES

Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention
E. BREACH RESPONSE	\$1,000,000	\$10,000
F. CRISIS MANAGEMENT AND PUBLIC RELATIONS	\$1,000,000	\$10,000
G. CYBER EXTORTION	\$1,000,000	\$10,000
H. BUSINESS INTERRUPTION AND EXTRA EXPENSES	\$1,000,000	i. Waiting period: 8 hours ii. Enhanced waiting period: 8 hours
I. DIGITAL ASSET RESTORATION	\$1,000,000	\$10,000



Coalition Insurance Solutions, Inc.
 OK License No. 0100298249
 55 2nd St, Suite 2500
 San Francisco, CA 94105
 Producer Code: 1035616

J. FUNDS TRANSFER FRAUD \$250,000 \$25,000

Coverages by Endorsement	Limit / Sub-Limit	Retention / Sub-Retention
BREACH RESPONSE SEPARATE LIMIT Limit is separate from and in addition to the Aggregate Policy Limit of Liability	\$1,000,000	\$10,000
BI/PD3. BODILY INJURY AND PROPERTY DAMAGE – 3RD PARTY	\$250,000	\$10,000
BI/PD1. BODILY INJURY AND PROPERTY DAMAGE – 1ST PARTY	\$250,000	\$10,000
CR. COMPUTER REPLACEMENT ENDORSEMENT	\$1,000,000	\$10,000
SF. SERVICE FRAUD	\$100,000	\$10,000
RHL. REPUTATIONAL HARM LOSS	\$1,000,000	Waiting period: 14 days
POLLUTION ¹	\$250,000	\$10,000
REPUTATION REPAIR ²	\$1,000,000	\$10,000

Pre-Claim Assistance \$2,850 *Pre-claim assistance is a benefit included as part of the premium. See Section V, CLAIMS PROCESS, PRE-CLAIM ASSISTANCE of the Policy for more details.*

Insurers and Quota Share Percentage

Insurer	Policy No.	Quota Share % of Loss	Quota Share Limit of Liability	Premium
Arch Specialty Insurance Company		30%	\$300,000	\$3,428.10
Fortegra Specialty Insurance Company		30%	\$300,000	\$3,428.10
Ascot Specialty Insurance Company		20%	\$200,000	\$2,285.40
Allianz Underwriters Insurance Company		20%	\$200,000	\$2,285.40

Retroactive Date Full Prior Acts Coverage

Continuity Date February 28, 2023

Endorsements and Forms Effective at Inception

POLICY DECLARATIONS	SP 14 797 0221
SIGNATURE PAGE - USA ALLIANZ	CYUSP-00NT-000001-0622-00
SIGNATURE PAGE ARCH	CYUSP-00NT-000006-0922-00
SIGNATURE PAGE ASCOT	CYUSP-00NT-000004-0922-00
SIGNATURE PAGE FORTEGRA	CYUSP-00NT-000003-0922-00
COALITION CYBER POLICY	SP 14 798 0419
QUOTA SHARE ENDORSEMENT	SP 15 629 0218
SERVICE OF SUIT ENDORSEMENT	SP 14 927 0219
OKLAHOMA CHANGES	SP 15 201 1117
BODILY INJURY AND PROPERTY DAMAGE ENDORSEMENT -- 1ST PARTY	SP 14 799 1117
BODILY INJURY AND PROPERTY DAMAGE ENDORSEMENT -- 3RD PARTY	SP 14 800 0518

¹ POLLUTION ENDORSEMENT amends A. NETWORK AND INFORMATION SECURITY LIABILITY (if selected) and B. REGULATORY DEFENSE AND PENALTIES (if selected); use of this limit reduces the limit for A. and B.

² REPUTATION REPAIR ENDORSEMENT amends F. CRISIS MANAGEMENT AND PUBLIC RELATIONS; use of this limit reduces limit for F.



Coalition Insurance Solutions, Inc.
 OK License No. 0100298249
 55 2nd St, Suite 2500
 San Francisco, CA 94105
 Producer Code: 1035616

COMPUTER REPLACEMENT ENDORSEMENT	SP 17 514 0419
POLLUTION ENDORSEMENT	SP 14 801 0318
REPUTATIONAL HARM LOSS	SP 16 383 0718
REPUTATION REPAIR ENDORSEMENT	SP 14 802 1117
SERVICE FRAUD ENDORSEMENT	SP 16 183 0518
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	SP 17 252 0219
DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT	SP 17 255 0220
MISCELLANEOUS AMENDMENTS (CRC INSURANCE SERVICES) ENDORSEMENT	SP 16 857 0119
STATE CHANGES	SP 15 201SL 1117
BREACH RESPONSE SEPARATE LIMIT ENDORSEMENT	SP 16 296 0618
REGULATORY COVERAGE ENHANCEMENT ENDORSEMENT -- CCPA AND GDPR	SP 17 147 1119
COURT ATTENDANCE COST REIMBURSEMENT ENDORSEMENT	SP 16 777 0918
CRIMINAL REWARD COVERAGE	SP 16 670 0818
DUTY TO COOPERATE ENDORSEMENT	SP 17 274 0219
YOUR OBLIGATIONS AS AN INSURED ENDORSEMENT	SP 17 275 0219
FUNDS TRANSFER LOSS ENDORSEMENT REQUIRING AUTHENTICATION	SP 17 168 0119
MULTI-FACTOR AUTHENTICATION (MFA) RETENTION REDUCTION	SP 17 814 0819
PHISHING (IMPERSONATION) AND PROOF OF LOSS PREPARATION EXPENSE ENDORSEMENT	SP 18 435 0720
WRONGFUL COLLECTION EXCLUSION	SP 18 324 0521
\$0 RETENTION FOR SERVICES FROM COALITION INCIDENT RESPONSE	CYUSP-50EN-000004-1022-01
WAIVER OF SUBROGATION PER CONTRACT ENDORSEMENT	SP 15 810 0318
MISCELLANEOUS AMENDMENTS (PREFERRED AMENDATORY) ENDORSEMENT	SP 18 326 0520

Conditions:

This quotation expires within sixty (60) days or on the expiration date of the current coverage, whichever comes first.

This quotation for insurance coverage is issued based on the truthfulness and accuracy of the responses to the questions on the insurance application entered into our underwriting system.

If between the date of the quotation and the Effective Date of the proposed insurance contract, there is a material change in the condition of the Named Insured or if any notice of claim or circumstance giving rise to a claim is reported prior to the Effective Date of the proposed insurance contract, then the Named Insured must notify Coalition. Whether or not this quotation has already been accepted by the Named Insured, Coalition reserves the right to rescind this indication as of its Effective Date or to modify the final terms and conditions of the quotation upon review of the information. Coalition also reserves the right to modify the final terms and conditions upon review of the information received in satisfaction of the aforementioned conditions.

This quotation is also subject to our review and acceptance of responses to the following conditions:

- An authorized representative of the Named Insured signs the Coalition application within ten (10) days of the issuance of a binder or insurance coverage will not take effect.

Please note this quotation contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein.



INSURANCE PROPOSAL

2023-2024 Policy Term

MANGUM CITY HOSPITAL AUTHORITY

Presented March 10, 2023

Presented by: Shelby Faust & Phillip Smith

SERVICE TEAM

Phillip Smith, MHA | Vice President, Healthcare
Practice Group Leader
Email: Phillip.Smith@INSURICA.com

J. Shelby Faust, Executive Vice President, OHA

Shelli Barrios | Account Manager
Email: Shelli.Barrios@INSURICA.com
Direct Phone: (405)292-3926

P: (405) 321-2700 **F:** (405) 360-8892
3510 24th Ave NW, Suite 201
Norman, OK 73069
INSURICA.com

P: (405) 605-8744 **F:** (405) 602-0471
4000 Lincoln Blvd. OKC, OK 73105

DIRECTORS & OFFICERS/EMPLOYER PRACTICES LIABILITY

Allied World (Incumbent)	CNA INSURANCE COMPANY
D&O Liability \$1,000,000 Aggregate - \$25,000 Retention	D&O Liability \$1,000,000 Aggregate - \$25,000 Retention
Crisis Event Expenses Sublimit \$25,000	Crisis Event Expenses Sublimit \$25,000
Employment Practices Liability \$1,000,000 -\$25,000 Retention	Employment Practices Liability \$1,000,000 -\$35,000 Retention
Duty to Defend Included	Duty to Defend Included
PREMIUM: \$23,357	PREMIUM: \$11,062

Marketing Efforts:

- Chubb – Declined unfavorable financials
- Travelers - Declined unfavorable financials

Possible additional quotes from Socius Brokerage to follow/markets will not provide quotes more than 30 days from effective date



ALLIED WORLD SPECIALTY INSURANCE COMPANY

311 South Wacker Drive, Suite 1100
Chicago, IL 60606
USA

T: 312-646-7700
F: 312-922-1159

To:	Charles Sturm Socius Insurance Services, Inc. 732 Hamilton Road Bryn Mawr, PA 19010	Date:	03/13/2023
		csturm@sociusinsurance.com	
From:	Raymond Darche	Account #:	2099359
Re:	Mangum City Hospital Authority - Healthcare Forcefield D&O		

QUOTATION VIA: EMAIL

Quote Expiration Date	04/21/2023		
Insured	Mangum City Hospital Authority		
Address	1 Wickersham Drive Mangum, OK 73554		
Policy Period	From: 04/21/2023	To: 04/21/2024	

Quote #	1
----------------	---

Limits of Liability	
Policy Per Claim Limit	\$1,000,000
Policy Aggregate Limit of Liability	\$1,000,000
Dedicated Excess Coverage for all Insured Persons	N/A

Sublimits of Liability	
Anti-Trust Claims Coverage	\$1,000,000
Regulatory Claims Coverage	\$250,000
HIPAA Fines and Penalties Coverage	\$25,000
Crisis Event Coverage/Response Costs	\$10,000
EMTALA Coverage	\$50,000
IRS Actions, Defense Only Coverage	\$25,000
Excess Benefits Transactions Excise Tax Coverage	\$100,000
Punitive Damages Coverage	\$1,000,000

Retention	
Each and every Claim (not applicable to Insuring Agreement A, D, E, G and H)	\$25,000
Each and every Antitrust Claim under Insuring Agreement D	\$100,000
Each and every Regulatory Claim under Insuring Agreement E	\$250,000
Policy Premium	\$19,094
Pending and Prior Date	06/30/2017

Discovery Period	
1 Year	TBD
2 Years	N/A
3 Years	N/A
4 Years	N/A
5 Years	N/A
6 Years	N/A

Insurer	Allied World Specialty Insurance Company - Admitted
Policy Form	
HC DO 00004 00 (12/15)	- Directors and Officers Liability Policy
Premium Due Date	30 Days from effective date of policy

Endorsements

1. [HC 00010 35 \(09/21\)](#) - Oklahoma Amendatory Endorsement
2. [HC DO 00015 00 \(07/10\)](#) - Duty to Defend Coverage, Subject to Hammer Clause (80/20)
3. [HC DO 00024 00 \(07/10\)](#) - Major Security Holder Claims Exclusion (5%)
4. [HC DO 00029 00 \(05/20\)](#) - Bankruptcy Exclusion - Defense Costs Coverage Only; Sublimit Applies (\$50k Sublimit)
5. [HC DO 00036 00 \(07/10\)](#) - Pre-Approved Crisis Management Firm(s)
6. [HC DO 00043 00 \(07/10\)](#) - Full Securities Exclusion
7. [HC DO 00056 00 \(07/10\)](#) - Antitrust Coverage Subject to Co-Insurance (20%)
8. [HC DO 00058 35 \(08/12\)](#) - HIPAA Claims Coverage
9. [HC DO 00059 35 \(01/13\)](#) - Plcy Clarifictn No Reten Applicable To Insrgr Agrmet G,Crisis Event Cvrge
10. [HC DO 00061 35 \(03/13\)](#) - Newly Acquired Entities Asset/Revenue Threshold (10%)
11. [HC DO 00068 35 \(04/13\)](#) - Regulatory Coverage-Coinsurance Basis (D&O Standalone) (20%)
12. [HC DO 00120 00 \(06/18\)](#) - Separate Retention For Claims Brought By High Wage Earners Endorsement (\$100k salary threshold; \$100k retention)
13. [HC DO 00124 00 \(06/18\)](#) - TCPA Exclusion
14. [HC DO 00126 35 \(04/21\)](#) - Amend HIPAA Coverage - Oklahoma
15. [HC DO 00138 35 \(04/21\)](#) - Amend Loss Definition - Oklahoma (Restitution/Disgorgement Excluded)
16. [HC DO 00139 35 \(04/21\)](#) - Amend Regulatory Wrongful Act - Oklahoma (CARES Act)
17. [HC DOEP 00010 35 \(07/10\)](#) - Oklahoma State Amendatory Endorsement
18. [HC DOEP 00023 00 \(07/10\)](#) - Prior Acts Exclusion (6/30/2017)
19. [HC DOEP 00056 35 \(5/12\)](#) - Allocations of Loss (HC FF Stand Alone Forms)
20. [HC DOEP 00058 35 \(04/13\)](#) - Workplace Violence Expenses Covge,W Sublimit (D&O,EPL Standalone)
21. [HC DOEP 00063 35 \(10/16\)](#) - Amend Discovery Period Provision (Standalone)
22. [HC FF 00005 35 \(05/13\)](#) - Amend Retention Provision Rvsd (D&O,EPL,FID,EMP Law Standalone Forms)
23. [IL 00052 00 \(04/22\)](#) - Trade and Economic Sanctions (NEW)
24. [PN 9001 \(01/15\)](#) - Terrorism Policyholder Notice

Subjectivities

Quotation subject to Insurer's receipt, review and acceptance of:

1. Completed Allied World Application, signed and dated (Updated, re-signed)
2. Most Recent Audited Financials (2022)

TERMS AND CONDITIONS

This quote is strictly conditioned upon no material change in the risk, including a submission being made to the insurer of a claim or circumstance that might give rise to a claim, between the date of this quote and the policy inception date. In the event of such a change in risk, the insurer may, in its sole discretion, amend or withdraw this quote.

All other terms and conditions as per our Policy Form and any applicable endorsements referenced herein.

Thank you for choosing Allied World Specialty Insurance Company.

**POLICYHOLDER DISCLOSURE STATEMENT
UNDER THE TERRORISM RISK INSURANCE ACT**

The Insured is hereby notified that under the federal Terrorism Risk Insurance Act, as amended, (the "Act"), the Insured has a right to purchase insurance coverage for losses arising out of an Act of Terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is 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 of the United States in 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. The Insured should read the Act for a complete description of its coverage. The decision to certify or not to certify an event as an Act of Terrorism covered by this law is final and not subject to review.

The Insured should know that where coverage is provided by this policy for losses caused by a Certified Act of Terrorism may be partially reimbursed by the United States Government under a formula established by federal law. However, the insured's policy may contain other exclusions that might affect coverage, such as an exclusion for nuclear events. Under the formula, the United States 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 that must be met by the Insurer, and which deductible is based on a percentage of the Insurer's direct earned premiums for the year preceding the Act of Terrorism

Be advised that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap on all losses resulting from Certified Acts of Terrorism. If aggregate insured losses attributable to Certified Acts of Terrorism exceed \$100 billion in a calendar year the United States Government shall not make any payment for any portion of the amount of such loss that exceeds \$100 billion. If aggregate insured losses attributable to Acts of Terrorism exceed \$100 billion in a Program Year and the Insurer has met its deductible under the Act, the Insurer shall not be liable for payment of any portion of the losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Coverage for "insured losses" as defined in the Act is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than Acts of Terrorism.

Please see the options available to the Insured below.

- If you, the Insured, **elect to purchase coverage** in accordance with the Act, there will be \$0.00 additional premium due and **no further action or response is needed by you.**
- If you, the Insured, reject coverage in accordance with the Act, you must check below and sign and return this form to the Insurer.

I HEREBY REJECT THIS COVERAGE.

Signature of Insured

0310-8204

Print/Title

Date



ALLIED WORLD SPECIALTY INSURANCE COMPANY

311 South Wacker Drive, Suite 1100
Chicago, IL 60606
USA

T: 312-646-7700
F: 312-922-1159

To:	Charles Sturm Socius Insurance Services, Inc. 732 Hamilton Road Bryn Mawr, PA 19010	Date:	03/06/2023
		csturm@sociusinsurance.com	
From:	Raymond Darche	Account #:	2099359
Re:	Mangum City Hospital Authority - Healthcare Forcefield EPL		

QUOTATION VIA: EMAIL

Quote Expiration Date	04/21/2023		
Insured	Mangum City Hospital Authority		
Address	1 Wickersham Drive Mangum, OK 73554		
Policy Period	From: 04/21/2023	To: 04/21/2024	

Quote #	1
----------------	---

Limits of Liability	
Policy Per Claim Limit	\$1,000,000
Policy Aggregate Limit of Liability	\$1,000,000

Sublimits of Liability	
Third Party Wrongful Acts Coverage	N/A
FLSA Defense Only Coverage	N/A
Punitive Damages Coverage	\$1,000,000

Retention	
Each and every Claim	\$25,000
Policy Premium	\$4,013
Pending and Prior Date	Policy Inception

Discovery Period	
1 Year	td
2 Years	N/A
3 Years	N/A
4 Years	N/A
5 Years	N/A
6 Years	N/A

Insurer	Allied World Specialty Insurance Company - Admitted
Policy Form	HC EP 00004 00 (12/15) - Employment Practices Liability Policy
Premium Due Date	30 Days from effective date of policy

Endorsements

1. [HC DOEP 00010 35 \(07/10\)](#) - Oklahoma State Amendatory Endorsement
2. [HC DOEP 00023 00 \(07/10\)](#) - Prior Acts Exclusion (6/30/2017)
3. [HC DOEP 00033 00 \(07/10\)](#) - Specific Entity Exclusion Claims Brought by or Against (*NEW* Management Company)
4. [HC DOEP 00056 35 \(5/12\)](#) - Allocations of Loss (HC FF Stand Alone Forms)
5. [HC DOEP 00063 35 \(10/16\)](#) - Amend Discovery Period Provision (Standalone)
6. [HC EP 00012 00 \(07/10\)](#) - FLSA Coverage Deleted (Fair Labor Standards Act)
7. [HC EP 00019 00 \(07/10\)](#) - Delete Third Party Coverage
8. [HC EP 00020 00 \(07/10\)](#) - Duty to Defend Coverage, Subject to Hammer Clause (80/20)
9. [HC EP 00035 35 \(07/13\)](#) - Newly Acquired Entities, Notice to Insurer Required
10. [HC EP 00062 00 \(06/18\)](#) - Separate Retention for Claims Brought by High Wage Earners Endorsement (\$100k salary threshold; \$100k retention)
11. [HC EP 00065 00 \(07/18\)](#) - Amend Other Insurance Clause (Excess Over All Other Policies)
12. [HC EP 00066 00 \(07/18\)](#) - Employee Privacy Wrongful Act Endorsement - Include Biometric Data; Defense Costs Only; Sublimit (\$25k Sublimit)
13. [IL 00052 00 \(04/22\)](#) - Trade and Economic Sanctions

Subjectivities**Quotation subject to Insurer's receipt, review and acceptance of:**

1. Completed Allied World Application, signed and dated
2. Most Recent Audited Financials (2022)

TERMS AND CONDITIONS

This quote is strictly conditioned upon no material change in the risk, including a submission being made to the insurer of a claim or circumstance that might give rise to a claim, between the date of this quote and the policy inception date. In the event of such a change in risk, the insurer may, in its sole discretion, amend or withdraw this quote.

All other terms and conditions as per our Policy Form and any applicable endorsements referenced herein.

Thank you for choosing Allied World Specialty Insurance Company a member company of Allied World Assurance company Holding Ltd.



INSURANCE PROPOSAL

2023-2024 Policy Term

MANGUM CITY HOSPITAL AUTHORITY

Presented March 10, 2023

Presented by: Shelby Faust & Phillip Smith

SERVICE TEAM

Phillip Smith, MHA | Vice President, Healthcare
Practice Group Leader
Email: Phillip.Smith@INSURICA.com

J. Shelby Faust, Executive Vice President, OHA

Shelli Barrios | Account Manager
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P: (405) 321-2700 **F:** (405) 360-8892
3510 24th Ave NW, Suite 201
Norman, OK 73069
INSURICA.com

P: (405) 605-8744 **F:** (405) 602-0471
4000 Lincoln Blvd. OKC, OK 73105

PROPERTY

COMPANY Philadelphia	POLICY NUMBER Quote # 16180281	POLICY TERM 5/1/2023 – 5/1/2024
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Location 1/Building 1: 1 Wickersham Street, Mangum, OK
 Location 1/Building 2: 1 Wickersham Street, Mangum, OK
 Location 2/Building 1: 118 S. Louis Tittle Avenue, Mangum, OK

COVERAGES

LOCATION	SUBJECT	AMOUNT	VALUATION	CAUSE OF LOSS	DEDUCTIBLE
1	Blanket Building	\$64,400	R	Special	Wind & Hail 2% AOP \$10,000
1 & 2	Blanket Business Personal Property/Contents	\$5,625,000	R	Special	Wind & Hail 2% AOP \$10,000
1 & 2	Business Income & Extra Expense	9,171,771			72 Hour
1 & 2	Building & BPP Contents	\$1,000,000		Flood	\$50,000
1 & 2	Building & BPP Contents	\$2,000,000		Earthquake	\$50,000
1 & 2	Boiler & Machinery Property Damage	\$5,689,400			\$5,000
1 & 2	Boiler & Machinery Business Income	\$9,171,771			72 Hours

Expiring Premium	\$23,567
Renewal Premium	\$25,945 (Includes Terrorism)

MARKETING EFFORTS:

Zurich – Declined/Size; Cannot compete with incumbent
 Travelers – Declined/No Hospitals
 RT Specialty – Cannot compete with incumbent
 Liberty Mutual/ Cannot compete with incumbent
 Socius – No markets for contents/heavy BI only
 Chubb/No monoline property
 Affiliated FM – Declined/ Size for hospital eligibility
 Hartford – Declined/Size for hospital eligibility

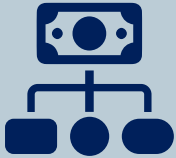
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- Direct Deposit Commission Payments
- Edit User Profile and Contact Information



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- Go Paperless with e-billing
- Never forget a payment with PHLY Recurring Payments
- Flexible Payment Plans
- Automated Payment Application for faster processing



PAYMENT OPTIONS

- Online – PHLY.com/MyPHLY
- Phone – 877.438.7459, option 1
- Mail – P.O. Box 70251, Philadelphia, PA 19176-0251



ON DEMAND CUSTOMER SERVICE ACCESS

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



The PHLY *Difference*

800.873.4552
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The PHLY Difference



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- Dedicated billing representative

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- SmarterNow Online Learning Management System
- Abuse Prevention Systems Program
- PHLYSense Temperature/Water Monitoring Program



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- Account Stewardship
- Giving back to local communities



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- Full Suite of coverages - package, automobile, umbrella, D&O, Cyber, A&H, Environmental, Surety
- Industry specific coverage enhancements
- Admitted & Non-admitted



Hear what our agents are saying about their experience with The PHLY Difference.

Learn more: ThePHLYDifference.com

800.873.4552 | **PHLY.com**

Philadelphia Insurance Companies is the marketing name for the insurance company subsidiaries of the Philadelphia Consolidated Holding Corp., a Member of the Tokio Marine Group. Coverage(s) described may not be available in all states and are subject to underwriting and certain coverage(s) may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds. | © 2021 Philadelphia Consolidating Holding Corp., All Rights Reserved.



TOKIO MAR UP
To Be a Good Company



Risk Management Services

PHLY RMS RESOURCES

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

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

To access these resources, please take a moment to [register on our website](#). If you already have an account on PHLY.com, please [log in](#) to access Risk Management Services resources.

Risk Management Resources

We encourage you to explore the following risk management resources:

PHLYTRAC

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

[PHLYTRAC](#)

PHLYSENSE

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

[PHLYSENSE](#)

ABUSEPREVENTIONSYSTEMS

Abuse Prevention Resources: Online training and policy support to help improve the safety of child-serving operations (at no cost to our customers with Abuse coverage)

[Abuse Prevention System](#)

IntelliCorp

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

[IntelliCorp](#)

SMARTERNOW! RMS WEB-BASED TRAINING

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

[SMARTERNOW!](#)

WILSON ELSER

Wilson Elser Hotline: Provides two hours of legal consultation per occurrence. Provided at no cost for our Management and Professional and EPLI policyholders.

[Wilson Elser](#)

CONTACT

For questions about your organization's risk management needs and information on PHLY's Risk Management Services please contact PHLY RMS:
Phone: 1.800.873.4552 #4 (Mon-Fri 8:30 a.m. - 5:00 p.m. ET)

E-mail: phlyrms@phly.com

800.873.4552 | **PHLY.com**

The PHLY *Difference*

Philadelphia Insurance Companies is the marketing name for the insurance company subsidiaries of the Philadelphia Consolidated Holding Corp., a Member of the Tokio Marine Group. Coverage(s) described may not be available in all states and are subject to underwriting and certain coverage(s) may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds. | © 2021 Philadelphia Consolidating Holding Corp., All Rights Reserved.





A Member of the Tokio Marine Group

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

Item 14.

PROPOSAL FOR INSURANCE

Quotation Number: 16180281

Proposal Date: 03/06/2023

Named Insured and Mailing Address:

Mangum City Hospital Authority
dba Mangum Regional Medical Center
PO Box 280
Mangum, OK 73554-0280

Producer: 2852

INSURICA, Inc.
5100 N Classen Blvd Ste 300
Oklahoma City, OK 73118

Contact: Shelli Barrios

Phone: (405)523-2100

Fax: (405)556-2332

Insurer: Philadelphia Indemnity Insurance Company

Policy Period From: 05/01/2023

To: 05/01/2024

Proposal Valid Until: 05/01/2023

at 12:01 A.M. Standard Time at your mailing address shown above.

Product: Medical Facilities/Hospitals

Submission Type: Renewal Business

PHLY Representative: White, Cameron D.

PHLY Representative Phone: (913) 242-3136

Email: Cameron.White@phly.com

Underwriter: Barnaba, Demetri P.

Underwriter Phone: (610) 538-2685

Email: Demetri.Barnaba@phly.com

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

THIS PROPOSAL CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Table with 2 columns: Coverage Part, PREMIUM. Row: UltimateCover Coverage Part, \$ 25,332.00

Table with 2 columns: Description, TOTAL. Row: The Total Premium includes Federal Terrorism Risk Insurance Act Premium in the amount of: \$ 25,332.00, \$ 613.00

- Bill Plan Options:*
_25% Down and 9 Consecutive Monthly Installments - Combined minimum premium must be \$6,000
_25% Down and 5 Consecutive Monthly Installments - Combined minimum premium must be \$3,333
_25% Down and 3 Consecutive Monthly Installments - Combined minimum premium must be \$2,000
_50% Down and 2 Consecutive Monthly Installments - Combined minimum premium must be \$2,000
_30% Down and 3 Quarterly Installments - Combined minimum premium must be \$2,150
_Premiums under \$2,000 are Fixed Annual billing
*Bill plan options are only available for Direct Bill customers. All others require Fixed Annual billing

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

A signed UM/UIM Selection/Rejection form is required upon binding. (If applicable.)
Any taxes, fees or surcharges included in the total premium shown on the proposal are not subject to installment billing.



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INSURANCE COMPANIES**

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610.617.7900 Fax 610.617.7940
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Item 14.

Named Insured: Mangum City Hospital Authority

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

A maximum per installment fee of \$5.00 may be included (some states may vary).



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

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

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

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

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

This proposal does not constitute a binder of insurance.

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

Signature of Authorized Insurance Representative

Date

Policy Number: 16180281 Named Insured: Mangum City Hospital Authority



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Terrorism Premium (Certified Acts) \$ 613.00

DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE REJECTION OPTION

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

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

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

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

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

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

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

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

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

REQUIRED IN GA – LIMITATION ON PAYMENT OF TERRORISM LOSSES (applies to policies which cover terrorism losses insured under the federal program, including those which only cover fire losses)
The provisions of the Terrorism Risk Insurance Act, as amended, can limit our maximum liability for payment of losses from certified acts of terrorism. That determination will be based on a formula set forth in the law involving the national total of federally insured terrorism losses in an annual period and individual insurer participation in payment of such losses. If one or more certified acts of terrorism in an annual period causes the maximum liability for payment of losses from certified acts of terrorism to be reached, and we have satisfied our required level of payments under the law, then we will not pay for the portion of such losses above that maximum. However, that is subject to possible change at that time, as Congress may, under the Act, determine that payments above the cap will be made.

INSURED'S SIGNATURE _____
DATE _____



Named Insured: Mangum City Hospital Authority

Proposal Date: 03/06/2023
Quotation Number: 16180281

LOCATION SCHEDULE

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



Named Insured: Mangum City Hospital Authority

FORM SCHEDULE

Form	Edition	Description
BJP-190-1	1298	Commercial Lines Policy Jacket
OK Fracking Notice	1215	OK Notice: Earthquakes From Oil And Gas Activities
PI-FEES-NOTICE 1	1119	Notice Late/Non-Sufficient Funds/Reinstatement Fee
PP2020	0220	Privacy Notice For Commercial Lines
CPD-PIIC-CW	0221	Common Policy Declarations
PI-LOC-SCH	0820	Location Schedule
PI-NI-SCH	0820	Named Insured Schedule
PI-BELL-1	1109	Bell Endorsement
PI-CME-1	1009	Crisis Management Enhancement Endorsement
IL0017	1198	Common Policy Conditions
IL0174	0702	Oklahoma Changes - Appraisal
IL0179	1002	Oklahoma Notice
IL0236	0907	Oklahoma Changes - Cancellation and Nonrenewal
PI-ACL-001 OK	1218	Absolute Cyber Liability And Electronic Exclusion
PI-TER-DN1	0121	Disclosure Notice Of Terrorism Ins Coverage Rejection
CP P 003	0706	Excl of Loss Due to Virus or Bacteria Advisory Notice
PI-ULTD-002	1198	Property Coverage Part Declarations
PI-ULTD-005	0513	Additional Coverage Summary Declarations
PI-ULTD-006	1198	UltimateCover Program Blanket Limits
CP0090	0788	Commercial Property Conditions
CP0140	0706	Exclusion of Loss Due to Virus or Bacteria
PI-SP-M-B	1005	Exclusion of Certain Earthquake Coverage
PI-SP-M-C	1005	Exclusion of Certain Flood Coverage
PI-ULT-007	1198	Property Coverage Form
PI-ULT-008	1198	Causes of Loss Form
PI-ULT-009	1198	Crime Coverage Form
PI-ULT-010	1198	Business Income with Extra Expense Coverage Form
ULT10COV	1198	Business Income with Extra Expense Coinsurance Sched
ULT10OPT	1198	Business Income with Extra Expense Optional Cov Sched
PI-ULT-018	0216	Windstorm Or Hail Percentage Deductible
PI-ULT-019	0906	Earthquake Endorsement
PI-ULT-021	1198	Flood Endorsement
PI-ULT-021A	0110	Flood Endorsement Location Schedule
PI-ULT-023	0701	Boiler and Machinery Endorsement
PI-ULT-056	0599	Oklahoma Changes - Replacement Cost Endorsement
PI-ULT-072	0321	Limitations On Fungus,Wet Rot, Dry Rot And Bacteria
PI-ULT-83	0401	Loss of Income due to Workplace Violence
PI-ULT-085	0516	Cap On Losses From Certified Acts Of Terrorism
PI-ULT-088	0419	Changes - Electronic Data



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FORM SCHEDULE

Form	Edition	Description
PI-ULT-089	0605	Multiple Deductible Form
PI-ULT-104	0908	Elite Property Enhancement: Nursing Homes/Medical Fac
PI-ULT-142	0814	Collapse - Exclusion And Additional Coverage Re-Stated
PI-ULT-148	1016	Boiler And Machinery - Separate Deductible Endorsement
PI-ULT-238	0119	Continuous Or Repeated Water Damage Exclusion



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Named Insured: Mangum City Hospital Authority

ULTIMATECOVER

Total: \$ 25,332.00

BLANKET LIMITS

Blanket No	Limit
1	\$ 64,400
2	\$ 5,625,000
3	\$ 9,171,771

LOCATION COVERAGES

Loc/Bldg	Coverage	Blanket #	Limit	Premium
1-1	BUSINESS PERSONAL PROPERTY Deductible: 10000, Coinsurance: 90%, Wind/Hail Ded: 2% W/H, Agreed Value: NO	2	\$ 5,000,000	\$ 8,350.00
1-1	BUS INCOME Deductible (hours): 72, Coinsurance: 90%, Agreed Value: , Agreed Value Limit: NONE, Extra Expense: YES, Extended Period: NONE, Monthly Limitation: NONE, Ordinary Payroll: FULL	3	\$ 7,818,272	\$ 9,304.00
1-1	TERRORISM		\$	530.00
1-2	BUILDING Deductible: 10000, Coinsurance: 90%, Wind/Hail Ded: 2% W/H, Agreed Value: NO	1	\$ 64,400	\$ 108.00
1-2	BUSINESS PERSONAL PROPERTY Deductible: 10000, Coinsurance: 90%, Wind/Hail Ded: 2% W/H, Agreed Value: NO	2	\$ 550,000	\$ 919.00
1-2	BUS INCOME Deductible (hours): 72, Coinsurance: 90%, Agreed Value: , Agreed Value Limit: NONE, Extra Expense: YES, Extended Period: NONE, Monthly Limitation: NONE, Ordinary Payroll: FULL	3	\$ 402,797	\$ 479.00
1-2	TERRORISM		\$	45.00
2-1	BUSINESS PERSONAL PROPERTY Deductible: 10000, Coinsurance: 90%, Wind/Hail Ded: 2% W/H, Agreed Value: NO	2	\$ 75,000	\$ 125.00
2-1	BUS INCOME Deductible (hours): 72, Coinsurance: 90%, Agreed Value: , Agreed Value Limit: NONE, Extra Expense: YES, Extended Period: NONE, Monthly Limitation: NONE, Ordinary Payroll: FULL	3	\$ 950,702	\$ 1,131.00
2-1	TERRORISM		\$	38.00

PROP ELITE - NURSE HOMES/MED FAC/HOSP



Proposal Date: 03/06/2023

Quotation Number: 16180281

Named Insured: Mangum City Hospital Authority

ULTIMATECOVER

Coverage	Limit/Ded	Premium
FLOOD		\$ 2,081.00
ANY ONE PREMISES LIMIT	1,000,000	
ALL PREMISES IN ANY SINGLE POLICY YEAR LIMIT	1,000,000	
DEDUCTIBLE	50,000	
Coverage Applies at Locations: 1-1, 1-2, 2-1		
EARTHQUAKE		\$ 892.00
ANY ONE COVERED PREMISES LIMIT	2,000,000	
ALL COVERED PREMISES IN ANY SINGLE POLICY YEAR LIMIT	2,000,000	
DOLLAR DEDUCTIBLE	50,000	
(See Deductible Exceptions Schedule, If applicable)		
Coverage Applies at Locations: 1-1, 1-2, 2-1		
BOILER MACHINERY/EQUIPMENT BREAKDOWN (SEE FORM)		\$ 1,330.00

Proposal Date: 03/06/2023
Quotation Number: 16180281
Named Insured: Mangum City Hospital Authority
ULTIMATECOVER
CRIME
For the Additional Coverages and Coverage Extensions shown below, if a Superceding Limit of Insurance is shown, that Superceding Limit is the applicable Limit of Insurance

Coverage	Limit of Ins	Deductible	Superceding Limit	Superceding Deductible	Premium
Money & Securities (inside)	\$ 5,000	\$ 500			
Money & Securities (outside)	\$ 5,000	\$ 500			
Money Order/Counterfeit Currency	\$ 5,000	\$ 500			
Kidnap, Ransom, Extortion	\$ 25,000	None			
Forgery or Alteration					
Computer Fraud					
Employee Dishonesty					

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BOILER AND MACHINERY ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

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

Deductibles

Coverage	Deductible
Property Damage	\$ 5,000
Business Income and Extra Expense	72 hours
Business Income	hours
Extra Expense	\$
Spoilage	COMBINED W/PD
Off Premises Service Interruption	72 hours
Ammonia Contamination	COMBINED W/PD
Other (DIAGNOSTIC EQUIP)	\$ 2XPD DED
Premium	\$ 1,330

A. Coverage

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

- | | |
|---------------------|---|
| Exclusion B.2.a. | Artificially generated electric current, including electric arcing, that disturbs electrical devices, wiring or wires. |
| Exclusion B.2.d.(2) | The word latent is deleted. |
| Exclusion B.2.d.(6) | Mechanical breakdown, including rupture or bursting caused by centrifugal force. |
| Exclusion B.2.e. | Explosion of steam boilers, steam pipes, steam engines, steam turbines owned or leased by your, or operated under your control. |
| Limitation C.1.a. | Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from a condition or event inside such equipment. |
| Limitation C.1.b. | Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment. |

B. Exclusions

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

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

C. Limits

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

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

D. Extra Expediting

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

E. Ammonia Contamination

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

F. Water Damage

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

G. Hazardous Substances

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

H. Spoilage

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

I. Newly Acquired Locations

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

J. Off Premises Service Interruption

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

K. Deductibles

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

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

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

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

L. Suspension

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

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

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

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

M. Mechanical or Electrical Breakdown

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ELITE PROPERTY ENHANCEMENT:
NURSING HOMES / MEDICAL FACILITIES / HOSPITALS**

This endorsement modifies insurance provided under the following:

**PROPERTY COVERAGE FORM
CAUSES OF LOSS FORM
CRIME COVERAGE FORM**

I. Schedule of Coverages and Limits

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

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

II. Conditions

A. Applicability of Coverage

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

B. Limits of Insurance

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

C. Applicability of Exclusions

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

D. Requirement for Covered Causes of Loss

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

III. Covered Property

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

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

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

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

IV. Additional Coverages

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

A. Alternative Key Systems

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

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

B. Automated External Defibrillators

Automated external defibrillators (AEDs) are considered covered property.

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

C. Earthquake Sprinkler Leakage

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

D. Lease Cancellation Moving Expenses

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

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

E. Pollutant Clean Up and Removal

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

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

F. Transition to Replacement Premises

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

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

V. Coverage Extensions

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

A. Business Income and Extra Expense

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

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

We pay any Extra Expense you incur:

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

2. Civil Authority

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

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

3. Contingent Business Property

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

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

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

4. Ingress or Egress Coverage

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

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

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

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

5. Newly Acquired Premises

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

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

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

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

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

6. The following, when used in this section, are defined as follows:

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

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

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

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

B. Emergency Vacating Expense

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

C. Expediting Expense

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

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

D. Garages

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

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

E. Money Orders and Counterfeit Paper Currency

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

F. Non-Owned Detached Trailers

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

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

We will not pay for any “**loss**” or damage that occurs:

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

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

G. Ordinance or Law

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

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

H. Personal Property of Residents

1. Residents' Property – Personal Effects

- a. The Business Personal Property coverage is extended to apply to the personal effects of the residents of your facility while at a premises described in the Declarations.
- b. (1) The most we will pay for “**loss**” or damage to the property of any one resident is \$5,000.

(2) The most we will pay for “**loss**” or damage in any one occurrence, regardless of the number of residents who had property lost or damaged is \$25,000 subject to the any one resident limit shown in **1.b.(1)** above.

(3) The most we will pay for the sum of all such “**loss**” or damage during each separate policy period is \$100,000, regardless of the number of occurrences.
- c. We will not pay for a “**loss**” under this coverage until the amount of “**loss**” exceeds a \$1,000 deductible. We will then pay the amount of “**loss**” in excess of the deductible up to the applicable Limit of Insurance.
- d. Residents' Personal Effects do not include “**money**” or “**securities.**” Such coverage is provided subject to Item 2. below.

2. Residents' Money and Securities

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

I. Reward Reimbursement

We will pay a reward for information that leads to a criminal conviction in connection with “**loss**” or damage to covered property by a Covered Cause of Loss; provided that the reward is pre-approved by us.

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

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

J. Spoilage

1. We will pay for direct physical “**loss**” or damage to your perishable business personal property, and perishable personal property of others while at or within 1000 feet of the described premises caused by spoilage due to changes in temperature or humidity resulting from:
 - a. Complete or partial interruption of electrical power to the described premises due to conditions beyond your control; or
 - b. Mechanical breakdown or failure of heating, cooling or humidity control equipment or apparatus at the described premises.
2. Coverage does not apply to:
 - a. The disconnection of any heating, cooling or humidity control equipment or apparatus from the source of power.
 - b. The deactivation of electrical power or current caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
 - c. The inability of an electric utility company or other power source to provide sufficient

power due to:

- (1) Lack of fuel; or
- (2) Governmental order.

d. The inability of a power source at the described premises to provide sufficient power due to insufficient generating capacity to meet demand.

3. The most we will pay for “**loss**” or damage in any one occurrence is \$50,000.

VI. Limitations

A. Section C. **Limitations** in the **CAUSES OF LOSS FORM** is amended as follows:

2. a. The limit for furs, fur garments and garments trimmed with fur is increased to \$5,000.
- b. The limit for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals is increased to \$5,000. This Limit of Insurance does not apply to jewelry and watches worth \$100 or less per item.

VII. Definitions

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



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

Taxes, Surcharges, and Fees Notice

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

Hospital Vendor Contract Summary Sheet

1. Existing Vendor New Vendor
2. **Name of Contract:** Premier Participating Member Designation Form

3. **Contract Parties:** Triose, Inc.

4. **Contract Type Services:** Third Party Freight Management

5. **Impacted Hospital Departments:** Finance

6. **Contract Summary:** GPO Third party shipping vendor

- Since your hospital is part of the **Alliant Purchasing group**, you receive access to the enhanced agreement. This enhanced agreement includes an automatic **tier bump** to even more aggressive discounts under the **tier #5 pricing**. We are currently working with **US Renal Care** under this group as well.
- To give you an idea, TRIOSE estimates **\$14,382** in easy savings for your hospital (not including the additional rebate). While these numbers are estimated for your hospital, they are based on REAL savings numbers from current TRIOSE clients who are around your same bed size.

7. **Cost:** \$0 – PMDF Through Premier

8. **Prior Cost:** NA

Term: The term of this PMDF will be effective upon signature and will continue until terminated by either party upon at least 60 (sixty) days prior written notice to the other party.

9. **Termination Clause:**

10. **Other:**

EXHIBIT A-2
PARTICIPATING MEMBER DESIGNATION FORM

SELLER: TRIOSE, Inc.
 CONTRACT NUMBER: PP-SV-355
 CONTRACT DATES: June 1, 2022 – May 31, 2025
 SERVICE CATEGORY: Third Party Freight Management

1. **Tier.** The undersigned Participating Member hereby designates the following desired tier under the above-referenced Premier Healthcare Alliance, L.P. Group Purchasing Agreement (the "Agreement"):

a. **Select one Tier by initialing below**

Member Initials	TIERS	TOTAL SERVICES PURCHASED (\$ PER CALENDAR YEAR)
	TIER 1	No Commitment Required; PMDF Required
	TIER 2	\$750,000 to < \$2,000,000
	TIER 3	\$2,000,000 to < \$4,000,000
	TIER 4	≥ \$4,000,000
	TIER 5	Local Tier

b. Seller shall not reduce a Participating Member's tier level without first (i) notifying the Participating Member and Premier in writing that the Participating Member's purchase volume is below the tier level selected by the Participating Member (the "Tier Reduction Notice") and (ii) providing the Participating Member thirty (30) calendar days from the date of notice to remedy the purchasing volume issues described in the Tier Reduction Notice. If the Participating Member does not remedy the issues described in the Tier Reduction Notice within thirty (30) days, Seller may move the Participating Member to the appropriate tier based on the Participating Member's Services purchased. Any tier adjustment pursuant to this paragraph that results in a less favorable tier for the Participating Member will apply for Services purchased after the effective date of the tier reduction.

2. **Aggregation Pricing Option.** By initialing where indicated below, the undersigned Participating Member or Participating Member group purchasing organization ("GPO") hereby elects to invoke the Aggregation Pricing Option whereby such Participating Member which operates multi-facility systems and has the ability to coordinate the purchasing decisions of such facilities, or such entity that has an established network of facilities for purposes of group purchasing, shall be entitled to aggregate the purchasing volume within their respective systems and networks in order to meet the tier designated in Item 1 above. In order to invoke this election, the undersigned must be a Participating Member that is able to coordinate the purchasing decisions of the facilities it wishes to aggregate or a GPO with members that are Participating Members. Attached hereto as Schedule 1 is a list of all such facilities. Seller shall be responsible for checking the Membership Roster for updates as specified in Section 3.0 of the Agreement. The undersigned Participating Member or GPO hereby elects to invoke the Aggregation Pricing Option: **Participating Member's (or GPO's) Initials:** _____

3. **Payments.** Participating Member must pay for Services ordered within thirty (30) days after receipt of the invoice without deduction or offset. Seller may impose a late payment fee if payment is not received within the due date. The late payment fee will equal one and one-half percent (1.5%) of the total past due balance of the Participating Member's invoice. Failure to make payment when due may result in immediate suspension of Services and/or access to the discounted rates under the Agreement until payment is made.

4. **Term and Termination.** The term of this PMDF will be effective upon signature and will continue until terminated by either party upon at least 60 (sixty) days prior written notice to the other party. Either party may immediately terminate this PMDF, with cause, if the other party fails to perform its obligations hereunder and subsequently fails to remedy such failure within thirty (30) days after written notification of such failure. If Participating Member provides notice of its intent to terminate, Participating Member will not be entitled to the Services, and any shipments will be at the Carrier's list price and Participating Member will not be entitled to the discounts set forth in the Agreement after the effective date of termination.

5. **Covered Sites.** The list of the initial Covered Sites for the Services as of the effective date of the PMDF is set forth on Schedule 2, attached hereto. Locations may be added or removed as described in Exhibit A-4.

THE FOLLOWING SECTIONS 6 AND 7 ARE SELLER'S TERMS AND CONDITIONS WHICH ARE SUBJECT TO NEGOTIATION BY PARTICIPATING MEMBERS AND HAVE NOT BEEN NEGOTIATED BY PREMIER. A PARTICIPATING MEMBER IS NOT SUBJECT TO THE TERMS BELOW UNLESS THIS EXHIBIT A-2 HAS BEEN EXECUTED BY SUCH PARTICIPATING MEMBER'S AUTHORIZED REPRESENTATIVE.

EXHIBIT A-2
PARTICIPATING MEMBER DESIGNATION FORM

SELLER: TRIOSE, Inc.
 CONTRACT NUMBER: PP-SV-355
 CONTRACT DATES: June 1, 2022 – May 31, 2025
 SERVICE CATEGORY: Third Party Freight Management

6. Loss or Damage of Goods.

- a. **Liability for Loss.** Any loss or damage to the Goods will be the sole responsibility of the applicable Carrier transporting the Goods to the extent it is shown that the loss or damage occurred while in a Carrier's exclusive care, custody, and control and resulted from the Carrier's negligent or intentional acts or omissions. Seller shall not be responsible, nor shall Seller indemnify Participating Member for any losses or damages to the Goods, unless caused by Seller's negligence or willful misconduct, and Seller's aggregate liability for all events occurring in relation to a particular shipment of Goods is limited to the amount payable by Participating Member for each shipment. In no event will a Carrier be liable for concealed damage or where the loss or damage is caused by an act of God, the public enemy, an act or omission of Participating Member (or its Covered Site(s), or its and their employees, agents, or consignees), a public authority, or the inherent vice or nature of the Goods. If a Carrier receives a sealed shipping container, Carrier will be liable to Participating Member for loss or damage to the Goods in that container only if the trailer is involved in a collision or upset or if the seal is not intact upon delivery.
- b. **Dollar Limits to Carrier Liability.** With respect to packages up to 150 pounds and qualify for parcel shipment (each, a "Package"), the liability to Participating Member of a parcel Carrier or a Carrier shipping such Package through its parcel network for any loss or damage to such Goods will not exceed \$100 per Package, unless Participating Member or a Covered Site has identified a declared value in writing on the Carrier's shipping manifest at the time the Package is tendered to the Carrier and elected additional coverage. With respect to the shipment of large cargo Goods and Goods that do not qualify as a Package, the liability to Participating Member of a non-parcel Carrier or a Carrier shipping such Goods through a non-parcel division for any loss or damage to such Goods will not exceed the lesser of (i) the direct cost to Participating Member of the Goods involved (including transportation to the point of loss or damage), less any salvage value, (ii) if the particular shipment is via less-than-truckload, the ICC-NMF 100 current edition released rates for the Goods, less any salvage value, and (iii) \$100,000 per occurrence.
- c. **Notice of Claim.** Participating Member must give Seller initial notice of any potential claim for loss or damage to any Goods within a commercially reasonable period upon becoming aware of any such loss or damage; provided, however, that all claims for recovery by Participating Member for loss or damage to Goods must be filed in writing with Seller within 45 days after the date the Goods were delivered or scheduled for delivery (in the case of lost Goods). E-mail confirmation from an authorized Participating Member representative will be deemed acceptable written notice. Each claim must contain information necessary to identify the Goods affected, the basis for liability, and the amount of the alleged loss or damage, as well as all appropriate supporting documentation. Seller will assist Participating Member in the filing and/or processing of claims with the Carrier(s) and manage the resolution of these claims with the Carrier(s); provided, however, that the claims will be adjudicated in accordance with applicable laws and regulations and the policies and procedures of the applicable Carrier, and, further, Seller shall not be responsible or liable for the outcome of any claim filed by Participating Member and/or the denial of recovery for loss or damage by a Carrier. Participating Member will cooperate with Seller, Carrier, and their respective insurers in their investigation of any claim or potential claim by Participating Member. Seller will, upon Participating Member's written request, assign its right against a Carrier for a particular claim to Participating Member. Any civil action brought by Participating Member for cargo loss or damage must be filed by Participating Member within the applicable statute of limitations.

7. Participating Member Indemnification; Limitation on Liability.

- a. Participating Member will defend, indemnify, and hold harmless Seller, its affiliates, the Carriers, and their respective officers, directors, employees, agents, and insurers, from and against all liability to third parties, including claims, liabilities, losses, damages, fines, penalties, payments, costs, expenses, and reasonable legal fees, including, without limitation, liabilities under any applicable laws or regulations, arising out of or resulting from (a) the negligence or willful misconduct of Participating Member, its employees or agents, (b) Participating Member's breach of its obligations, (c) the inherent vice or nature of the Goods, (d) contact with, exposure to, or release of any toxic or hazardous substance or waste, including, without limitation, fines or expenses relating to the removal or treatment of that toxic or hazardous substance or waste or any environmental remediation required by applicable laws, regulations, or directives of governmental authorities as a result of the release at any time of any toxic or hazardous substance or waste by anyone other than Seller or the applicable Carrier, (e) failure to comply with applicable laws or regulations, and/or (f) the operation of Participating Member's transportation and other operations prior to the commencement of Services.
- b. In no event will Seller or Participating Member be liable to the other for any special, incidental, or consequential damages in connection with or related to the Services.

Reliable, HIPAA-Compliant Messaging for Healthcare Organizations

TigerConnect provides a secure messaging communication platform that works across all smartphones, tablets, and any web-enabled computer or laptop.



For Users

- Instant messaging speed
- Priority communication
- Cross platform (conversations sync across smartphone and computer)
- Delivery/Read notification
- Patient texting
- Group messaging
- Message recall
- Encrypted file attachments (PDF, Excel, Word, photos, videos & more)
- Broadcast alerts for emergency response

For Administrators

- SaaS (no hardware infrastructure)
- Secure (encrypted in-transit and at-rest)
- Controlled provision of users on network
- Unlimited archiving
- Remote wipe of app
- Forced PIN lock at app level
- Lifespan of all messaging on network (messages self-destruct after set time period)
- Works with any MDM provider
- Open API (integrate with AD, EHR, paging, etc.)

Healthcare's Most Robust & Widely Adopted Role-based Messaging Solution

- A single platform for all care team communication
- Secure, encrypted, HIPAA-compliant
- Role-based scheduling integration for faster access to staff

Solve Your Communication Challenges with a Flexible, Cloud-based Messaging Solution

The TigerConnect Clinical Collaboration Platform includes a comprehensive suite of powerful yet easy-to-use healthcare communication capabilities that transform the way care teams collaborate.

The clinical collaboration platform goes beyond texting to leverage role assignments and link them to the shift calendar to help optimize hospital workflows. The ability to quickly look up and message the right person or role, even if you don't know a person's name, saves critical time and improves productivity, patient outcomes, and provider satisfaction.

One Platform for Care Team Collaboration

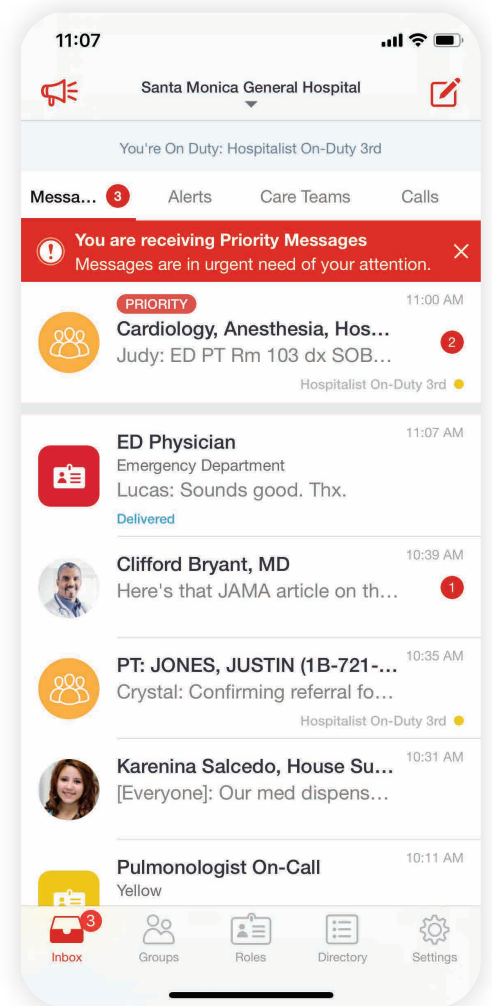
Connect clinical and non-clinical teams from across your health system through a single, mobile-friendly, 100% cloud-based solution that optimizes workflows and is under full IT control.

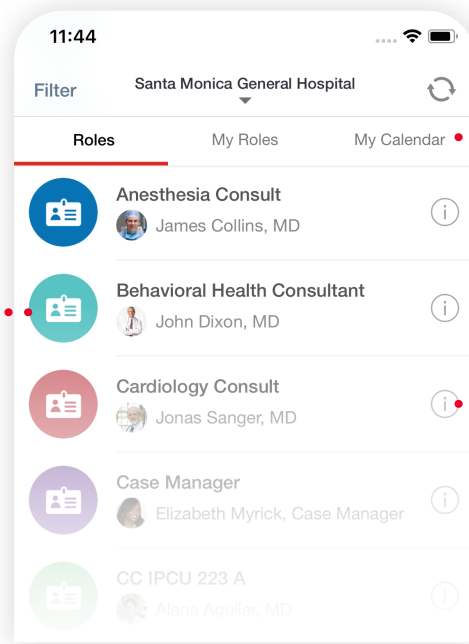
Team-Based Messaging

Activate and communicate with preset teams instantly. Team lists are accessible to anyone in your health system's directory for quick activation of rapid response teams (RRT) such as Sepsis, Code Blue, and COVID-19 teams.

Premium Support

Get product or administrative support 24/7. Receive product update previews, stay informed of platform and system issues in real time, or get your team up and running with training materials and resources.





Role icons differentiate role owners from individuals

Calendar views show shifts up to four weeks out

Detailed role profile views – manually swipe to take over

Messaging Features



Priority Messaging

High-priority messages are highlighted first and offer unique alerts for instant differentiation.



Auto Forward

Automatically forward messages to another colleague when you are in Do Not Disturb mode.



Additional Features

Broadcast and Group Messaging, Click-to-Call, Quick Reply, Message Lifespan and Recall, and Secure Attachments.

Role-Based Features



Automated Role Assignment

Transfer role ownership automatically so critical roles remain actively assigned and populated.



Scheduling Integration

Link your scheduling system with LDAP or Active Directory to automate role assignments at shift change.



Add-On Feature*

Connect with staff using VoIP-based video and Wi-Fi calling. Conduct remote consults quickly and safely.

About TigerConnect

As healthcare's most widely adopted communication platform, TigerConnect uniquely clinical collaboration, alarm management, physician scheduling, and patient engagement in a single, easy-to-use, cloud-based solution. Trusted by more than 7,000 healthcare organizations, TigerConnect maintains 99.99% verifiable uptime and processes more than 10 million messages each day. To learn more about TigerConnect, visit www.tigerconnect.com.

Hospital Vendor Contract Summary Sheet

1. Existing Vendor New Vendor
2. **Name of Contract:** TB X-Ray Agreement
3. **Contract Parties:** Greer County Health Department and MRMC
4. **Contract Type Services:** X-Rays
5. **Impacted Hospital Departments:** Radiology
6. **Contract Summary:** MRMC will be paid \$30.00 per view of PA or Lateral X-Rays upon receipt of invoices.
7. **Cost:** N/A
8. **Prior Cost:** N/A
9. **Term:** July 1, 2023 to June 30, 2024, with auto-renewal.
10. **Termination Clause:** Either party upon 30 days written notice.
11. **Other:**

MANGUM REGIONAL MEDICAL CENTER
GREER COUNTY HEALTH DEPARTMENT
TB X-RAY AGREEMENT

THIS AGREEMENT, ENTERED INTO BETWEEN THE GREER COUNTY HEALTH DEPARTMENT AND MANGUM REGIONAL MEDICAL CENTER (MRMC), IS FOR THE PURPOSE OF PROVIDING X-RAY SERVICES FOR PATIENTS DESIGNATED TO RECEIVE SUCH SERVICES FROM THE GREER COUNTY HEALTH DEPARTMENT. THIS AGREEMENT IS MADE PURSUANT TO AUTHORITY IN TITLE 63, SECTION 206.1, OKLAHOMA STATUES 1970 SUPPLEMENT.

IT IS AGREED THAT THE MANGUM REGIONAL MEDICAL CENTER WILL PROVIDE THE SERVICES SPECIFIED IN THE AGREEMENT:

- A. X-RAYS TO BE TAKEN AND PROCESSED (**BUT NOT READ**).
- B. DISK/FILM TO BE PICKED UP BY GCHD TO MAIL TO THE GENERAL COMMUNICABLE DISEASE DIVISION, OSDH.
 - 2. WILL MAINTAIN PATIENTS RECORDS IN A MANNER THAT IS HIPAA COMPLIANT.
 - 3. WILL PROVIDE THE SERVICES WITHOUT DISTINCTION AS TO THE PATIENTS RACE, COLOR OR NATIONAL ORIGIN.

IT IS FURTHER AGREED THAT UPON RECEIPT OF THE SERVICES SET FORTH MANGUM REGIONAL MEDICAL CENTER WILL BE PAID AT THE RATE OF **\$30.00 PER VIEW OF PA or LATERAL X-RAYS**. PAYMENT SHALL BE MADE UPON RECEIPT OF INVOICES EACH MONTH INDICATING THE DATE OF SERVICES RENDERED, NAME OF PATIENT SERVICES RENDERED FOR, AS WELL AS TYPE AND NUMBER OF X-RAYS TAKEN.

THIS AGREEMENT COVERS THE PERIOD OF JULY 1, 2023 TO JUNE 30, 2024. THIS AGREEMENT MAY BE CANCELLED BY EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE.

Incorporated herein in its entirety, and made a part of this contract, is the Business Associate Agreement signed between the Parties.

APPROVED:

MANGUM REGIONAL MEDICAL CENTER

DATE

BRANDIE COMBS, REGIONAL DIRECTOR
GREER COUNTY HEALTH DEPARTMENT

DATE

Greer County Health Department
PO Box 1/2100 N Louis Tittle Ave
Mangum OK 73554
580-782-5531 580-782-5438 Fax

Hospital Vendor Contract Summary Sheet

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

[HOSPITAL NAME / HOSPITAL LOGO]

[Date]

(Via Email - accounting@thecomplianceteam.org)

(Via Email - khaggerty@thecomplianceteam.org)

(Via Certified Mail, Return Receipt Requested)

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

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

To Whom It May Concern:

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

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

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

Kind Regards,

Cindy Tillman



Statement / Invoice

Account # 15251

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

Physical Location
118 S Louis Tittle
Mangum, OK 73554

Attn: Accounts Payable

Statement Date: November 4, 2022

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

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

BALANCES ARE DUE IN FULL UPON RECEIPT

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

Credit Card payments can be made at www.thecomplianceteam.org under Client Services.

Make checks payable to:

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

ACH Payment
Account Title: The Compliance Team
Routing # 031100102
Acct # 213547268
Account Type: Commercial Checking Account

Email: accounting@thecomplianceteam.org Phone: 215 654-9110 Fax: 215 654-1041

November 4, 2022

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

RE: Term of Accreditation Expiration

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

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

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

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

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

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

Sincerely,

Sandra Canally, RN
CEO & Founder

Enclosed: Renewal Contract, General Terms & Conditions & 1st Installment Invoice



P.O. Box 160
905 Sheble Lane, Suite 102, Spring House, PA 19477
[215] 654-9110 | TheComplianceTeam.org

Clinic Re-Accreditation Application and Agreement

Account # 15251

Please verify your clinic information and make corrections as necessary:

Legal Business Name: Mangum City Hospital Authority

dba Name: Mangum Family Clinic

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

❖ *Please provide current address if this location moved:* Date of Move: _____

Street Address: _____

City: _____ State: _____ Zip: _____

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

❖ *Please provide current billing address if different from above:*

Street Address/PO Box: _____

City: _____ State: _____ Zip: _____

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

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

EIN #: 822087512 **NPI #:** 1568978708 **CCN #:** _____

Phone: (580) 782-2000

Fax: (580) 782-5906

Website: _____

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

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

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

Number of patients serviced over past year: _____

Current # of exam rooms: _____

Total # of Medical Providers: _____

Personnel

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

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

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

Name: _____ Title: _____

Phone: _____ Email: _____

Name: _____ Title: _____

Phone: _____ Email: _____

Name: _____ Title: _____

Phone: _____ Email: _____

❖ Are you still working with a consultant? Yes No

List address for HR files storage, if not onsite:

Street Address: _____

City: _____ State: _____ Zip: _____

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

Please provide the following documents with completed renewal contract:

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

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

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

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

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

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

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

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

Signature of Authorized Official_____
Title_____
Print Name_____
Date**Mail: The Compliance Team, Inc. P.O. Box 160 Spring House, PA 19477****Phone: 215-654-9110 Fax: 215 654-1041****Email: Accounting@thecomplianceteam.org**

EXHIBIT A
General Terms and Conditions

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

1. Certain Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

2. Accreditation Services; Applicant's Responsibilities.

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

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

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

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

3. Term; Termination.

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

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

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

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

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

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

8. Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

Hospital Vendor Contract Summary Sheet

1. Existing Vendor New Vendor
2. **Name of Contract:** Professional Services Agreement
3. **Contract Parties:** inQuiSeek and inQDocs and MRMC
4. **Contract Type Services:** RHC survey ready services and RHC policy management system
5. **Impacted Hospital Departments:** Mangum Family Clinic
6. **Contract Summary:** inQuiSeek and inQDocs are contracted to provide RHC survey ready services and RHC policy management system. They charge \$75.00 per month. These services are no longer needed and can be maintained inhouse. Recommending to terminate agreement with inQuiSeek and inQDocs.
7. **Cost:** Savings of \$900.00 per year.
8. **Prior Cost:** \$900.00 per year.
9. **Term:** 1 year.
10. **Termination Clause:** 30 day written notice.
11. **Other:**

[HOSPITAL NAME / HOSPITAL LOGO]

[Date]

(Via Email jharper@inquiseek.com and pharper@inquiseek.com)
(Via Certified Mail, Return Receipt Requested)

Jeff Harper
Patricia G. Harper
InQuiseek, LLC
940 Ratcliff St.
Shreveport, LA 71104

Re: Termination Notice

Dear Jeff and Patricia,

This letter is notice of Mangum City Hospital Authority, dba Mangum Regional Medical Center's (the "Hospital") intent to terminate the Professional Services Agreement dated June 25, 2019 (the "Agreement") made between InQuiseek, LLC and the Hospital.

This letter is also notice of the Hospital's intent to terminate the inQDocs policy development and maintenance services (the "inQDocs Services") referenced in the Agreement.

Please consider this letter as written notice of termination of the Agreement and the inQDocs Services, which will take effect in thirty (30) days; therefore, this termination is effective on May 1, 2023. It has been determined that these services are no longer needed.

We appreciate the services InQuiseek and InQDocs have provided for the Hospital. If you have any questions or would like to discuss, please contact me at (800-942-2904) or email ctillman@chmcok.com.

Kind Regards,

Cindy Tillman