



Agenda

Mangum City Hospital Authority

April 25, 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 April 25, 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 March 23, 2023, regular meeting minutes as presented.
2. Approve March 2023 Quality meeting minutes as presented.
3. Approve March 2023 Medical Staff meeting minutes as presented.
4. Approve February 2023 claims and April 2023 estimated claims.
5. Approve March 2023 claims and May 2023 estimated claims.
6. Approve March Quality Report.
7. Approve March Clinic Report.
8. Approve March CCO Report.
9. Approve March CEO Report.
10. Approve the following forms, policies, appointments, and procedures previously approved through March 2023 by Corporate Management, on 03/14/2023 Quality Committee and on 03/16/2023 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 Manual Table of Contents

Vancomycin Dosing and Monitoring Policy
Medication Dose Rounding Policy

11. Approve the following forms, policies, appointments, and procedures previously approved through April 2023 by Corporate Management, on 04/13/2023 Quality Committee and on 04/20/2023 Medical Staff.
HIM Policy Manuel
380.0 Medical Records Policy
2023 TB Risk Assessment
HIPPA Security Officer Appointment – Jennifer Dreyer
HIPPA Privacy Officer Appointment – Jared Ballard
Respiratory Protection Program Hazard Assessment
Respiratory Protection Program Evaluation Checklist
Respiratory Protection Program Evaluation Summary for 2022
Conditions of Admission Policy
Condition of Admissions Form
Social Media Policy

FURTHER DISCUSSION

REMARKS

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

REPORTS

- [12.](#) March Financial Reports.

OTHER ITEMS

- [13.](#) Discussion and possible action to approve the Total Medical Personnel Staffing – Staffing Agreement.
- [14.](#) Discussion and possible action to approve the MyHealth - Participation Agreement and Quote.
- [15.](#) Discussion and possible action to approve the eClinicalWorks – Work Order (for MyHealth Access)
- [16.](#) Discussion and possible action to approve the eClinicalWorks - Addendum for HISP Services.
- [17.](#) Discussion and possible action to approve the Oklahoma Foundation for Medical Quality (OFMQ) - Work Order.
- [18.](#) Discussion and possible action to approve the Standley - Equipment Rental Agreement.
- [19.](#) Discussion and possible action to approve the Philadelphia - Annex Building Contents Liability Quote.
- [20.](#) Discussion and possible action to approve the CNA - Quote for D&O Liability and EPL Liability Insurance (Tabled from March)
- [21.](#) Discussion and possible action to approve the Bank Direct Capital Finance - Finance Agreement.

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):
- John Chiaffitelli, DO – Contract Amendment

OPEN SESSION

23. Discussion and possible action with regard to executive session.

STAFF AND BOARD REMARKS

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

NEW BUSINESS

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

ADJOURN

Motion to Adjourn

Duly filed and posted at 5:00 p.m. on the 21st day of April 2023, by the Secretary of the Mangum City Hospital Authority.

Erma Mora Secretary



Minutes

Special Mangum City Hospital Authority Session 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

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

ROLL CALL AND DECLARATION OF A QUORUM

PRESENT

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

ABSENT

Trustee Cheryl Lively

CONSENT AGENDA

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

Motion to approve items on consent agenda as presented and omit #4 & 5 until next month to be able to review full data.

Motion made by Trustee Webb, Seconded by Trustee Vanzant.

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

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

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Respiratory Policy Manuel Table of Contents

Vancomycin Dosing and Monitoring Policy

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FURTHER DISCUSSION

None.

REMARKS

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

None.

REPORTS

10. February Financial Reports

February financial reports presented by Andrea.

Cash receipts for the month of February totaled \$1.5M (Generally speaking, there is approximately a one-two month lag between the net revenue generated each month & the majority of the cash collected).

- Accounts Payable has decreased \$368K from the previous month primarily due to the increased cash disbursements for the month.

- The Due to Medicare account reflects a net increase of \$254K from the previous month as the estimated payable for YTD 2023 is increased to \$895K. This is an estimated amount based on the material increase in ADC from the prior year while expenses have not correspondingly increased materially.
- In response to the potential Medicare liability estimated, a cash reserve has been implemented in the month of March. We will continue to closely monitor the potential payable and adjust the cash reserve correspondingly. The cash reserve referenced is operating cash specifically allocated to repay Medicare monies if overpayment results, and to mitigate the need to request a Medicare ERS loan should a liability be unavoidable operating expenses for the month of February reflect \$1.43M, this is a decrease of \$68K from the previous month, but slightly over budgeted amount of \$1.4M. February resulted in a net loss of \$139K.

OTHER ITEMS

11. Discussion and possible action to approve the Professional and General Liability Policy. Chee goes over the policy quotes and explains the differences in each. Chee states that their agent recommends they continue their relationship with MedPro.

Cost: MedPro: \$61,477.00 annually

Prior Cost: \$61,533.00 annually.

Term: 1 year.

Trustee Webb asks how important the cyber policy is to the main hospital setting. Chee says it is very important as there has been an increase in cyber-attacks in the hospital.

Motion to approve.

Motion made by Trustee Webb, Seconded by Trustee Vanzant.

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

12. Discussion and possible action to approve the Cyber Liability Insurance Policy.

Motion to approve.

Motion made by Trustee Heiskell, Seconded by Trustee Vanzant.

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

13. Discussion and possible action to approve the Directors and Officers Liability and Employee Practice Liability Insurance Policy.

Chee goes over the 2 quotes and explains the differences in each. States their agent recommend continuing services with Allied World. Chee informs that the CNA policy will provide a lower rate the first year and will increase the premium ongoing. Trustee Webb asks if we can go with the cheaper policy for the first year and then go back to the other. Chee says that it will be hard to go back to Allied World later after we drop them. Trustee Heiskell also states that once you drop coverage it is very hard for to get coverage again due to being such a huge liability.

Motion to discuss made by Trustee Heiskell, Seconded by Trustee Hopper.

Motion failed.

Voting Yea: Trustee Heiskell

Voting Nay: Trustee Vanzant, Trustee Webb, Trustee Hopper

14. Discussion and possible action to approve the Property Insurance Policy.

Motion to approve.

Motion made by Trustee Webb, Seconded by Trustee Heiskell.

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

15. Discussion and possible action to approve the Triose Agreement.

Chee goes over the agreement and explains that it is a policy for shipping & third-party services. Trustee Heiskell asks how exactly it works and the savings from the freight. Chee says when they order supplies, they basically would be paying a one-time fee.

Motion made by Trustee Webb, Seconded by Trustee Heiskell.

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

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

Motion to approve.

Motion made by Trustee Vanzant, Seconded by Trustee Webb.

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

17. Discussion and possible action to approve the Greer County Health Department TB Xray Agreement.

Motion to approve.

Motion made by Trustee Heiskell, Seconded by Trustee Hopper.

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

18. Discussion and possible action to not renew The Compliance Team Agreement.

Chee informs the board that TCT is contracted to provide accredited auditing/survey for CMS compliance. They charge \$6,600 for 3 years' service. Recommending not renewing this service with TCT and have State provide service for free of charge.

Motion made by Trustee Heiskell, Seconded by Trustee Vanzant.

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

19. Discussion and possible action to terminate the InQDocs and InQuiSeek Agreement.

Chee explains that 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 in-house. Recommending terminating agreement with inQuiSeek and inQDocs.

Motion made by Trustee Heiskell, Seconded by Trustee Webb.

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

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):

No action.

OPEN SESSION

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

None.

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)

Tabled until next month due to an error.

OPEN SESSION

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

None.

STAFF AND BOARD REMARKS

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

None.

NEW BUSINESS

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

None.

ADJOURN

Motion to Adjourn

Motion to adjourn at 6:12pm.

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

Carson Vanzant, Chairman

Erma Mora, City Clerk

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: 04/13/2023		T 12:58 i m e :	Recorder: D. Jackson		Reporting Period: March 2023
Members Present					
Chairperson:		CEO: Cindy Tilman		Medical Representative: Dr C/ Mary Barnes	
Name	Title	Name	Title	Name	Title
Daniel Coffin	CNO	Danielle	Bus Office		Lab
	HR	Kay Hamilton	Credentialing		IT
Jennifer Dreyer	HIM		Maintenace/EOC		Dietary
Chrissy	PT	Pam Esparza	Radiology	Claudia Collard	IP
TOPIC	FINDINGS – CONCLUSIONS		ACTIONS – RECOMMENDATIONS		FOLLOW-UP
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 04/13/2023 by Dr C and M. Barnes		
II. REVIEW OF MINUTES					
A. Quality Council Committee	02/14/2023		Committee reviewed listed minutes A-F. Motion to approve minutes as distributed made by Dr. C and 2nd by M Barnes Minutes A-F approved. Present a copy of the Meeting Minutes at the next Medical Executive Committee and Governing Board meeting.		
B. EOC/ Patient Safety Committee	02/14/2023				
C. Infection Control Committee	02/14/2023				
D. Pharmacy & Therapeutics Committee	03/30/2023				
E. HIM/Credentialing Committee	02/08/2023				

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F. Utilization Review Committee	02/07/2023		
III. REVIEW OF COMMITTEE MEETINGS			
A. EOC/Patient Safety	03/10/2023		
B. Infection Control	03/07/2023		
C. Pharmacy & Therapeutics	03/30/2023		
D. HIM-Credentials	03/08/2023		
E. Utilization Review	03/07/2023		
F. Compliance	Quarterly – Scheduled for April 12, 2023		
IV. OLD BUSINESS			
A. Old Business	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	All Approved March 2023 by Quality/Med Staff Awaiting approval by Board in April 2023	
V. NEW BUSINESS			
A. New Business	HIM Policy Manuel (TOC attached) 380.0 Medical Records Policy 2023 TB Risk Assessment HIPPA Security Officer Appointment – Jennifer Dreyer HIPPA Privacy Officer Appointment – Jared Ballard Respiratory Protection Program Hazard Assessment Respiratory Protection Program Evaluation Checklist Respiratory Protection Program Evaluation Summary for 2022 Conditions of Admission Policy CONDITIONS OF ADMISSION FORM	First Approval – Dr C Second Approval – M. Barnes	

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	Social Media Policy		
VI. QUALITY ASSURANCE/PERFORMANCE IMPROVEMENT			
A. Volume & Utilization			
1. Hospital Activity	Total ER – 168 Total OBS pt - 1 Total Acute pt - 19 Total SWB - 15 Total Hospital Admits (Acute/SWB) - 34 Total Hospital DC (Acute/SWB) - 34 Total pt days - 503 Average Daily Census - 16		
2. Blood Utilization	2 total units administered without reaction		
B. Care Management			
1. CAH Readmissions	0 for the reporting period		
2. IDT Meeting Documentation	4/10 (40%) 6 IDT notes incomplete d/t unforeseen circumstances for CM and no coverage for 03/02/2023.	CM Emailed QM/CEO regarding incomplete IDT notes for CM.	
3. Insurance Denials	10 for the reporting period		
4. IMM Notice	21/21 (100%)		
C. Risk Management			
1. Incidents	AMA 5 – OTHER 1 -		
2. Reported Complaints	None for reporting period		
3. Reported Grievances	None for reporting period		

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4. Patient Falls without Injury	3 for the reporting period - 1.) Pt attempting transfer from bed without assistance, nurse to room when bed alarm went off, however patient was found on the floor at nurse arrival, no injuries noted. 2.) Pt was being assisted with transfer from shower chair to room chair with assistive device, pt began transferring self-prior to shower chair being locked in place, chair rolled. The aide was able to assist patient to the floor without injury. 3.) Pt was being transferred in the shower chair, the chair began to tip forward when going over a threshold, aide was able to assist the patient to the floor prior to a fall, no injuries noted		
5. Patient Falls with Minor Injury	1 for reporting period – 1.) Pt found on the floor after transferring without assistance, abrasion to elbow and knee noted. No other injuries noted or reported		
6. Patient Falls with Major Injury	None for reporting period		
7. Fall Risk Assessment	4 completed for the reporting period		
8. Mortality Rate	2 for the reporting period		
9. Deaths Within 24 Hours of Admission	None for the reporting period		
10. Organ Procurement Organization Notification	2 for the reporting period, no tissue donations for the month		
D. Nursing			
1. Critical Tests/Labs	76 for the reporting period		
2. Restraint Use	None for reporting period		
3. Code Blue	1 for reporting period - pt admitted to in-pt care for bradycardia, pt began having abnormal rhythm and then became pulseless. Nurse at		

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	bedside and quickly began CPR, AED pads applied with pulse noted. Pt was placed on cpap and DNR discussed and obtained from family.		
4. Acute Transfers	1 - 1.) 1 pt admitted s/p surgical procedure. Pt with GI bleed s/p surgery, transferred to higher level of care for GI bleed/ possible obstruction	All in-pt transfers for the reporting period appropriate for higher level of care	
5. Inpatient Transfer Forms	1 for the reporting period		
E. Emergency Department			
1. ED Nursing DC/ Transfer Assessment	19/20 (95%)		
2. ED Readmissions	4 for the reporting period		
3. ER Log & Visits	168 (100%)		
4. MSE	20/20 (100%)		
5. EMTALA Transfer Form	11/11 (100%)		
6. Triage	18/20 (90%)		
7. ESI Triage Accuracy	19/20 (95%)		
8. ED Transfers	11 for the reporting period - Patients transferred to Higher Level of Care for: 1.) Lumber fx s/p MVA – trauma center 2.) MSD – Oncology/ICU 3.) Appendicitis – Gen. Surgery 4.) Acute abdomen – Gen Surgery/OB services 5.) SI – In-pt psych 6.) Ventricular Hemorrhage – ICU/Neurology 7.) CHF – Cardiology 8.) Pneumonia/CHF – Cardiology 9.) AMS – Neurology 10.) AMS – Neurology	All ER transfers for the reporting period appropriate for higher level of care	

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	11.) Lacrimal Canal Laceration –Ophthalmology		
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	6/7 EKG (86%) 5/7Xray (50%) - 1.) Xray order cx per provider evaluation of patient 2.) Xray order cx per provider evaluation of patient 3.) EKG on old machine d/t new EKG system issues		
14. ED Departure - (OP-18)	Quarterly		
F. Pharmacy & Medication Safety			
1. After Hours Access	140 for the reporting period		
2. Adverse Drug Reactions	None for reporting period		
3. Medication Errors	3 for the reporting period		
4. Medication Overrides	150 for the reporting period		
5. Controlled Drug Discrepancies	6 for the reporting period		
G. Respiratory Care Services			
1. Ventilator Days	31 for the reporting period		
2. Ventilator Wean	None for the reporting period		
3. Unplanned Trach Decannulations	None for the reporting period		

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4. Respiratory Care Equipment	25 nebs and mask changes for the reporting period, 31 HME, 10 inner cannula, 12 trach collars/tubing, 14 closed suction kit		
H. Wound Care Services			
1. Development of Pressure Ulcer	None for the reporting period		
2. Wound Healing Improvement	4 for the reporting period		
3. Wound Care Documentation	100%		
I. Radiology			
1. Radiology Films	5 films repeated – 160 total for the reporting period		
2. Imaging	29 for the reporting period		
3. Radiation Dosimeter Report	5		
J. Laboratory			
1. Lab Reports	76 repeated /2804 total for the reporting period		
2. Blood Culture Contaminations	None for the reporting period		
K. Infection Control and Employee Health			
1. Line Events	2 for the reporting period - 2 x IUC events secondary to patient's level of confusion. Both patients had StatLock catheter stabilization devices in place at time of event. Trial of new stabilization device: SafeSecure Foley securement device initiated.		
2. CAUTI's	None for the reporting period		
3. CLABSI's	None for the reporting period		

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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	1 received influenza vaccine / 1 received pneumococcal vaccine		
9. VAE	None for the reporting period		
10. Employee Health Summary	0 employee event/injury, 13 employee health encounters (vaccines/testing) 3 reports of employee illness/injury		
11. Staff COVID19 Vaccine Compliance	100%		
L. Health Information Management (HIM)			
1. History and Physicals Completion	20/20 (100%)		
2. Discharge Summary Completion	20/20 (100%)		
3. Progress Notes (Swing bed & Acute)	SWB – 20/20 (100%) Acute – 20/20 (100%)		
4. Swing Bed Indicators	15/15 (100%)		
5. E-prescribing System	88/88 (96%)		

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6. Legibility of Records	20/20 (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	12/12 (100%)		
M. Dietary			
1. Weekly Cleaning Schedules	44/45 (98%) missed one action one week, used all of the delimer after orders were cut off.		
2. Daily Cleaning Schedules	403/403 (100%)		
3. Wash Temperature	93/93(100%)		
4. Rinse Temperature	93/93 (100%)		
N. Therapy			
1. Discharge Documentation	24/24 (100%)		
2. Equipment Needs	11/11 (100%)		
3. Therapy Visits	PT 247 – OT 219 – ST 8		
4. Supervisory Log	4 completed for the 1 st quarter		
5. Functional Improvement Outcomes	PT 10/11 (91%) – OT 11/12 (92%) – ST 1/1 (100%)		
O. Human Resources			

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1. Compliance	93 % on CPR certifications, class set up for April 6, 2023		
2. Staffing	Hired – 3, Termed - 3		
P. Registration Services			
1. Compliance	13/13 indicators above benchmark for the reporting period		
Q. Environmental Services			
1. Terminal Room Cleans	8/8 (100%)		
R. Materials Management			
1. Materials Management Indicators	6 – Back orders, 0 – Late orders, 0 – Recalls, 937 items checked out properly		
S. Life Safety			
1. Fire Safety Management	1 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	2/3		
U. Information Technology			
A. IT Incidents	77 events for the reporting period		
V. Outpatient			
1. Therapy Visits	35/61 (57%) 17 visits cancelled per pt request due to outside factors on the pt end, therapy attempted re-schedule of all cancelled appointments		
2. Discharge Documentation	7/7 (100%)		

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3. Functional Improvement Outcomes	7/7 (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
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	MRMC 2023 Quality Plan MRMC 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	Approved by Daniel Coffin Approved by Chasity Howell	
VIII. CONTRACT EVALUATIONS			

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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	<p>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.</p> <p>Proposed –STEMI/CP; The Emergency Department will decrease the door to transfer time to < 60 minutes for all STEMI patients who present to the Emergency Department at least 80% of the time or greater by December 2023.</p>		
XI. CREDENTIALING/NEW APPOINTMENT UPDATES			
A. Credentialing/New Appointment Updates	None		
XII. EDUCATION/TRAINING			
A. Education/Training	1/17/23 - PPE use, Hand-Hygiene, and		

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	Transmission-Based Precautions (CNA)		
XIII. ADMINISTRATOR REPORT			
A. Administrator Report			
XIV. CCO REPORT			
A. CCO Report			
XV. STANDING AGENDA			
A. Annual Approval of Strategic Quality Plan	Presented at March 2023 Quality/Med Staff/Board Meetings for approval	Held at March 2023 Board meeting, representing at April 2023 Board meeting	
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	4/13/2023 - March Quality Meeting	Security Officer Appointment of Jared Ballard approved by Dr C and M. Barnes	
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 Clayton	
G. Annual Review of Hazard Vulnerability Analysis (HVA)	N/A for Feb meeting		
Department Reports			
A. Department reports			
Other			
A. Other	None		
Adjournment			

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A. Adjournment	There being no further business, meeting adjourned by Dr. C seconded by Chasity Howell at 1:08.	The next QAPI meeting will be held 05/18/2023.	
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Mangum Regional Medical Center
Medical Staff Meeting
Thursday
March 16, 2023

MEMBERS PRESENT:

John Chiaffitelli, DO, Medical Director
William Morgan, MD

Absent:

Guest:

ALLIED HEALTH PROVIDER PRESENT:

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

NON-MEMBERS PRESENT:

Chelsea Church, PhD
Daniel Coffin, CCO
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 1:34 pm by Dr. John Chiaffitelli, Medical Director.
2. Acceptance of minutes
 - a. The minutes of the February 23, 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. None
 - Hospital Staff and Operations Overview
 - Contracts, Agreements and Appointments to be presented to the Governing Board:

5. Committee / Departmental Reports

a. Medical Records

- i. Written report remains in the minutes.

b. Nursing

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 patients 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 days in January and 418 patient days in February. This represents a stable 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 transferred 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 Jobs...

- Recruiting efforts included interviewing regional professionals.
 - Local professionals are filling positions at MRMC.
- 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. CNA infection prevention, PPE use, hand hygiene, and urine

Collection procedure.

- b. Review of Policy-027 Telemetry and Pulse Oximetry Monitoring, specific to Section A #9: “The Charge Nurse/ House Supervisor will obtain a rhythm strip for the provider to review at a minimum of every twelve hours for record purposes”.
 - c. EZ-IO Inservice cancelled.
 - Updates: No updates at this time.
 - Annual Items:
 - a. 2022 ICRA has been approved by corporate IP for submission to Quality. Quality will present at February meeting. Then to Medical Staff Meeting and Hospital Board for final approval.
 - b. Quality Director reports she will take Annual Appointment of Infection Preventionist to Medical Staff and Hospital Board for final approval.
- 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 February meeting.
 - b. Continuing to work on the building. Flooring in Nurses break area and Med Prep room needing replaced – Tile has been ordered.
 - c. 15 AMP Receptacles – all 15 AMP Receptacles will be replaced with 20 AMP Receptacles throughout Hospital – replacement has started.
 - d. Replace all receptacles on generator circuit at Clinic with red receptacles.
 - e. ER Provider office flooring needing replaced-Tile has been ordered.
 - f. Damaged ceiling tile in patient area due to electrical upgrade-Will need more tile to complete.
 - g. Replace ceiling tile that do not fit properly – will need more tile to complete.
 - h. North wall in Nurses breakroom in need of repair
 - i. Ceiling tile above HVAC Unit in Radiology stained from roof leak—Replaced 2-13-2023.
 - j. Room 29 in need of wall repair-remodel complete 1-20-2023.
 - k. Chrome pipe needs cleaned and escutcheons replaced on hopper in ER.

i.i.i. New Business

a. None

Written report remains in minutes.

e. Laboratory

i. Tissue Report – Approved – February, 2023

i.i. Transfusion Report – Approved – February, 2023

f. Radiology

i. There was a total of – 185 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 30, 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

o Grievance – 0

o 1 - Fall with no injury

o 0 - Fall with minor injury

o 0 – Fall with major injury

o Death – In Patient 0 (0%) - Emergency Department 0 (0%)

o AMA/LWBS – 4/0

• Quality

o Quality Minutes from previous month included as attachment.

o MRMC 2023 Quality Plan, MRMC Annual Review and Evaluation

- Policy Revisions: 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 Manual Table of Contents, Vancomycin Dosing and Monitoring Policy, Medication Dose Rounding Policy
- HIM – H&P – Completion 33/33 = 100% - Discharge Summary 39/39 = 100%
- Med event – 4
- Afterhours access was – 63
- Compliance
Written report remains in minutes.

k. Utilization Review

- i. Total Patient days for February: 418
 - i.i. Total Medicare days for February: 387
 - i.i.i. Total Medicaid days for February: 15
 - i.v. Total Swing Bed days for February: 358
 - v. Total Medicare SB days for February: 356
- Written report remains in the minutes.

Motion made by Dr. John Chiaffitelli, Medical Director to approve Committee Reports for February, 2023.

6. New Business

- a. Review & Consideration of Approval of Annual Review & Evaluation – MRMC – Annual 2022 Quality Program Annual Review & Evaluation
i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve MRMC Annual 2022 Quality Program Annual Review & Evaluation.
- b. Review & Consideration of Approval of Plan: MRMC – 2023 Quality Plan
i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve MRMC – 2023 Quality Plan
- c. Review & Consideration of Approval of Table of Contents: – MRMC – Respiratory Policies & Procedures Manual Table of Contents - Complete
i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve MRMC – Respiratory Policies & Procedures Manual Table of Contents – Complete.
- d. Review & Consideration of Approval of Policy & Procedure: – MRMC – Speaking Valve - RES-011
i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve MRMC – Policy & Procedure: MRMC – Speaking Valve – RES-011.
- e. Review & Consideration of Approval of Competency: MRMC – Speaking Valve Core Competency
i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve MRMC - Speaking Valve Core Competency.
- f. Review & Consideration of Approval of Policy & Procedure: MRMC – Cuff Pressure Management - RES-019

i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve Policy & Procedure: MRMC – Cuff Pressure Management – RES-019.

- g. Review & Consideration of Approval of Policy & Procedure: MRMC – Suctioning – RES-020

i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve Policy & Procedure: MRMC – Suctioning – RES-020.

- h. Review & Consideration of Approval of Policy & Procedure: MRMC – Transporting the Mechanically Ventilated Patient – RES-021

i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve Policy & Procedure: Transporting the Mechanically Ventilated Patient – RES-021.

- i. Review & Consideration of Approval of Policy & Procedure: MRMC – Speaking Valve Warning Sign

i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve Policy & Procedure: MRMC – Speaking Valve Warning Sign.

- j. Review & Consideration of Approval of Policy & Procedure: MRMC – Vancomycin Dosing and Monitoring – DRS-057

i.Motion: made by John Chiaffitelli, DO, Medical Director, to approve Policy & Procedure: MRMC – Vancomycin Dosing and Monitoring – DRS-057.

- k. Review & Consideration of Approval of Policy & Procedure: MRMC – Medication Dose Rounding – DRS-058

i.Motion: made by John Chiaffitelli, DO, Medical Director to approve Policy & Procedure: MRMC Medication Dose Rounding – DRS-058.

7. Adjourn

- a. Dr Chiaffitelli made a motion to adjourn the meeting at 1:50 pm.

Medical Director/Chief of Staff

Date

Mangum Regional Medical Center
Claims List
February 2023

Check#	Ck Date	Amount	Paid To	Expense Description
18344	2/7/2023	19.00	AMBS CALL CENTER	Compliance Hotline
18371	2/14/2023	380.70	ANESTHESIA SERVICE INC	Patient Supplies
18345	2/7/2023	2,043.73	ARAMARK	Linens - rental
18372	2/14/2023	2,043.73	ARAMARK	Linens - rental
18397	2/21/2023	2,043.73	ARAMARK	Linens - rental
18424	2/28/2023	4,087.46	ARAMARK	Linens - rental
18425	2/28/2023	3,528.10	AT&T	Fax Lines
18426	2/28/2023	2,498.83	AT&T	Fax Lines
18427	2/28/2023	5,760.00	BARRY DAVENPORT	1099 Provider
18373	2/14/2023	1,475.78	BAXTER HEALTHCARE	Pharmacy Supplies
18428	2/28/2023	1,099.50	BAXTER HEALTHCARE	Pharmacy Supplies
18346	2/7/2023	2,475.00	BLUTH FAMILY MEDICINE, LLC	1099 Provider
18347	2/7/2023	10,000.00	CARDINAL HEALTH 110, LLC	Pharmacy Supplies
18374	2/14/2023	5,000.00	CARDINAL HEALTH 110, LLC	Pharmacy Supplies
18398	2/21/2023	5,000.00	CARDINAL HEALTH 110, LLC	Pharmacy Supplies
18429	2/28/2023	20,000.00	CARDINAL HEALTH 110, LLC	Pharmacy Supplies
18348	2/7/2023	6,080.80	CITY OF MANGUM	Utilities
18430	2/28/2023	5,445.26	CITY OF MANGUM	Utilities
18349	2/7/2023	530,000.00	COHESIVE HEALTHCARE RESOURCES	Payment on Old Debt
18399	2/21/2023	340,000.00	COHESIVE HEALTHCARE RESOURCES	Payment on Old Debt
18431	2/28/2023	215,000.00	COHESIVE HEALTHCARE RESOURCES	Payment on Old Debt
18375	2/14/2023	279.25	COHESIVE MEDIRYDE LLC	Patient Transportation
18432	2/28/2023	1,497.25	COHESIVE MEDIRYDE LLC	Patient Transportation
18376	2/14/2023	315,000.00	COHESIVE STAFFING SOLUTIONS	Payment on Old Debt
18377	2/14/2023	8,900.00	CONTEMPORARY HEALTHCARE SVCS	1099 provider
18433	2/28/2023	7,850.00	CONTEMPORARY HEALTHCARE SVCS	1099 provider
18378	2/14/2023	6,000.00	CORRY KENDALL, ATTORNEY AT LAW	Legal services
18350	2/7/2023	3,110.00	CPSI	EHR payable and monthly support
18434	2/28/2023	13,747.54	CPSI	EHR payable and monthly support
18351	2/7/2023	26.00	CULLIGAN WATER CONDITIONING	RHC purch svcs
18400	2/21/2023	1,809.00	DOBSON TECHNOLOGIES TRANSPORT	Internet
18379	2/14/2023	5,000.00	DOERNER SAUNDERS DANIEL ANDERS	Legal services
18352	2/7/2023	4,766.67	DR W. GREGORY MORGAN III	1099 Provider
18461	2/28/2023	3,236.73	eCLINICAL WORKS, LLC	RHC EHR svcs
18380	2/14/2023	62,426.52	EQUALIZERCM REVOPS	Billing Purch svcs
18401	2/21/2023	2,928.00	F1 INFORMATION TECHNOLOGIES IN	IT purch svcs
18381	2/14/2023	39.81	FEDEX	Postage
18402	2/21/2023	86.73	FEDEX	Postage
18382	2/14/2023	9,615.38	FIRSTCARE MEDICAL SERVICES, PC	1099 Provider
18435	2/28/2023	9,615.38	FIRSTCARE MEDICAL SERVICES, PC	1099 Provider
18353	2/7/2023	506.41	FOX BUILDING SUPPLY	Supplies
18403	2/21/2023	304.44	FOX BUILDING SUPPLY	Supplies
18404	2/21/2023	155.00	GEORGE BROS TERMITE & PEST CON	Plant Ops Purch svcs
18436	2/28/2023	675.95	GLOBAL EQUIPMENT COMPANY INC.	Supplies
901382	2/10/2023	1,269.86	GLOBAL PAYMENTS INTEGRATED	CC processing
18354	2/7/2023	131.31	GRAINGER	Supplies
18405	2/21/2023	1,046.85	GRAINGER	Supplies
18437	2/28/2023	650.00	GREER COUNTY CHAMBER OF	Advertising

Check#	Ck Date	Amount	Paid To	Expense Description
18355	2/7/2023	205.09	HAC INC	Dietary Food
18406	2/21/2023	215.34	HAC INC	Dietary Food
18438	2/28/2023	123.29	HAC INC	Dietary Food
18439	2/28/2023	1,199.60	HAMILTON MEDICAL INC.	Patient Supplies
18407	2/21/2023	841.75	HEALTHSTREAM	Education/Training
18408	2/21/2023	1,000.00	HEARTLAND PATHOLOGY CONSULTANT	Lab purch svcs
18383	2/14/2023	61.00	HENGST PRINTING	Supplies
18356	2/7/2023	1,089.98	HENRY SCHEIN	Patient supplies
18409	2/21/2023	5,927.53	HENRY SCHEIN	Patient supplies
901373	2/2/2023	3,155.00	HOSPITAL EQUIPMENT RENTAL COMP	Equipment Lease
18440	2/28/2023	466.10	HUMPHREYS COOP-ALTUS	Repairs/Maintenance
18384	2/14/2023	136.20	IMPERIAL, LLC.-LAWTON	Dietary Food
18357	2/7/2023	450.00	INQUISEEK LLC	RHC purch svcs
18385	2/14/2023	632.83	JANUS SUPPLY CO	Cleaning Supplies
18410	2/21/2023	582.21	JANUS SUPPLY CO	Cleaning Supplies
18411	2/21/2023	850.00	JIMALL & KANISHA' LOFTIS	Rent House
18412	2/21/2023	5,229.39	LABCORP	Lab purch svcs
18358	2/7/2023	2,495.45	LAMPTON WELDING SUPPLY	Patient Supplies
18441	2/28/2023	130.00	LANGUAGE LINE SERVICES INC	Transalation svcs
18359	2/7/2023	199.86	LOCKE SUPPLY	Supplies
18442	2/28/2023	789.17	LOWES	Minor Equipment
18386	2/14/2023	171.00	MANGUM STAR NEWS	Advertising
18413	2/21/2023	135.00	MANGUM STAR NEWS	Advertising
18443	2/28/2023	222.00	MANGUM STAR NEWS	Advertising
18360	2/7/2023	789.37	MARK CHAPMAN	Employee Reimbursement
18462	2/28/2023	842.13	MARK CHAPMAN	Employee Reimbursement
901375	2/2/2023	0.94	MCKESSON - 340 B	Drug Costs
901379	2/7/2023	0.02	MCKESSON - 340 B	Drug Costs
901380	2/9/2023	11.47	MCKESSON - 340 B	Drug Costs
901383	2/10/2023	0.12	MCKESSON - 340 B	Drug Costs
901386	2/14/2023	32.07	MCKESSON - 340 B	Drug Costs
901388	2/16/2023	0.22	MCKESSON - 340 B	Drug Costs
901396	2/24/2023	0.46	MCKESSON - 340 B	Drug Costs
901397	2/27/2023	0.06	MCKESSON - 340 B	Drug Costs
901376	2/2/2023	5,556.56	MCKESSON / PSS - DALLAS	Patient Care/Lab Supplies
901384	2/10/2023	2,405.69	MCKESSON / PSS - DALLAS	Patient Care/Lab Supplies
901389	2/17/2023	1,163.68	MCKESSON / PSS - DALLAS	Patient Care/Lab Supplies
901392	2/23/2023	5,017.77	MCKESSON / PSS - DALLAS	Patient Care/Lab Supplies
18387	2/14/2023	5,584.97	MEDLINE INDUSTRIES	Patient Care Supplies
18414	2/21/2023	2,468.43	MEDLINE INDUSTRIES	Patient Care Supplies
18445	2/28/2023	8,875.38	MEDLINE INDUSTRIES	Patient Care Supplies
901377	2/2/2023	32.50	NATIONAL DATA BANK	Credentialing
901391	2/22/2023	7.50	NATIONAL DATA BANK	Credentialing
18446	2/28/2023	1,190.00	NATIONAL RECALL ALERT CENTER	Materials purch svcs
18361	2/7/2023	2,184.08	NEXTIVA, INC.	Phones
18388	2/14/2023	120.00	OKLAHOMA MEDICAL LICENSURE	Credentialing
18415	2/21/2023	50.00	OSU PROFESSIONAL DEVELOPMENT	Education/Training
18362	2/7/2023	2,909.00	PARA REV LOCKBOX	CDM Review Service
18447	2/28/2023	1,422.73	PARTSSOURCE INC,	Supplies
901378	2/2/2023	688.00	PAY.GOV	Recert of Medicare PTAN
18389	2/14/2023	2,530.00	PHARMACY CONSULTANTS, INC.	340B Purch svcs

Check#	Ck Date	Amount	Paid To	Expense Description
901381	2/9/2023	1,968.91	PHILADELPHIA INSURANCE COMPANY	Property Insurance
18363	2/7/2023	710.08	PRESS GANEY ASSOCIATES, INC	Quality purch svcs
18364	2/7/2023	766.83	PUCKETT DISCOUNT PHARMACY	Pharmacy Supplies
18390	2/14/2023	10.70	PUCKETT DISCOUNT PHARMACY	Pharmacy Supplies
18416	2/21/2023	138.50	PUCKETT DISCOUNT PHARMACY	Pharmacy Supplies
18448	2/28/2023	3.50	PUCKETT DISCOUNT PHARMACY	Pharmacy Supplies
18365	2/7/2023	684.01	PURCHASE POWER	Postage fees
18449	2/28/2023	100.00	PURCHASE POWER	Postage fees
18450	2/28/2023	6,270.00	RAMSEY AND GRAY, PC	Legal Fees - Old
18451	2/28/2023	2,314.00	ROCHE DIAGNOSTICS CORPORATION	Lab Supplies
18391	2/14/2023	525.00	RUSSELL ELECTRIC & SECURITY	Repairs/Maintenance
18366	2/7/2023	145.25	SBM MOBILE PRACTICE, INC	1099 Provider
18392	2/14/2023	4,200.00	SBM MOBILE PRACTICE, INC	1099 Provider
18452	2/28/2023	6,117.66	SBM MOBILE PRACTICE, INC	1099 Provider
18417	2/21/2023	1,750.00	SCHAPEN LLC	RHC rent
18453	2/28/2023	1,120.00	SECURITY CHECK	Background check svcs
18454	2/28/2023	540.00	SEILING MUNICIPAL HOSPITAL	Employee Education/Training
18367	2/7/2023	2,328.56	SHRED-IT USA LLC	Secure Doc Disposal
18368	2/7/2023	580.81	SMC DIRECT, LLC	Supplies
18393	2/14/2023	7,800.00	SOMSS LLC	1099 Provider
18455	2/28/2023	9,450.00	SOMSS LLC	1099 Provider
18394	2/14/2023	307.78	SPARKLIGHT BUSINESS	Cable
18456	2/28/2023	445.94	SPARKLIGHT BUSINESS	Cable
18418	2/21/2023	2,336.03	STANDLEY SYSTEMS LLC	Printer lease
18419	2/21/2023	360.59	STAPLES ADVANTAGE	Office Supplies
18457	2/28/2023	777.22	STAPLES ADVANTAGE	Office Supplies
18420	2/21/2023	3,366.37	STERICYCLE INC	Waste Disposal
18458	2/28/2023	1,200.00	STRYKER SALES CORPORATION	Eq svcs contract
901387	2/14/2023	5,205.18	SUMMIT UTILITIES	Gas Utilities
18421	2/21/2023	8,439.00	SYSMEX AMERICA INC	Lab eq svcs contract
18395	2/14/2023	4,760.00	TRENT ELLIOTT	1099 Provider
18422	2/21/2023	158.00	TRIZETTO PROVIDER SOLUTIONS	RHC purch svcs
18369	2/7/2023	3,097.50	TRS MANAGED SERVICES	Old agency staffing
18396	2/14/2023	5,650.00	TRS MANAGED SERVICES	Old agency staffing
18423	2/21/2023	6,408.75	TRS MANAGED SERVICES	Old agency staffing
18459	2/28/2023	2,082.00	TRS MANAGED SERVICES	Old agency staffing
18460	2/28/2023	1,504.91	ULTRA-CHEM INC	Supplies
901393	2/23/2023	6,873.55	UMPQUA BANK VENDOR FINANCE	Lab eq note payable
901385	2/10/2023	1,806.54	US FOODSERVICE-OKLAHOMA CITY	Dietary Food
901390	2/17/2023	2,659.26	US FOODSERVICE-OKLAHOMA CITY	Dietary Food
901394	2/23/2023	2,513.17	US FOODSERVICE-OKLAHOMA CITY	Dietary Food
18370	2/7/2023	855.00	VITAL SYSTEMS OF OKLAHOMA, INC	Purch svcs
901395	2/23/2023	6,512.77	WESTERN COMMERCE BANK (OHA INS	OHA Insurance
TOTAL		1,809,690.01		

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

Vendor	Description	Estimated Amount
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
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

Vendor	Description	Estimated Amount
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
INQUIREEK	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
MANGUM STAR NEWS	advertising	350.00

Vendor	Description	Estimated Amount
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 svcs	800.00
PHARMACY CONSULTANTS, INC.	340B purch svcs	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

Vendor	Description	Estimated Amount
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
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

Vendor	Description	Estimated Amount
WESTERN COMMERCE BANK (OHA INS	Insurance	6,800.00
WOLTERS KLUWER HEALTH	Employee education/training	5,279.61
TOTAL Estimated		2,076,304.04

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Mangum Regional Medical Center
Claims List
March 2023

Check#	Ck Date	Amount	Paid To	Expense Description
18506	3/21/2023	9,331.54	ALIMED	COVID Capital
18463	3/14/2023	19.00	AMBS CALL CENTER	Compliance Hotline
18544	3/28/2023	1,116.49	ANESTHESIA SERVICE INC	Patient Supplies
18464	3/14/2023	2,138.52	ARAMARK	Linens - rental
18507	3/21/2023	2,138.52	ARAMARK	Linens - rental
18545	3/28/2023	2,138.52	ARAMARK	Linens - rental
18508	3/21/2023	1,997.68	AT&T	Fax Lines
18546	3/28/2023	977.95	AUTOMATICS & MORE, INC	Repairs/Maintenance
18547	3/28/2023	5,760.00	BARRY DAVENPORT	1099 Provider
18509	3/21/2023	1,177.69	BAXTER HEALTHCARE	Pharmacy Supplies
18465	3/14/2023	704.35	BIO-RAD LABORATORIES INC	Lab Supplies
18466	3/14/2023	2,100.00	BLUTH FAMILY MEDICINE, LLC	1099 Provider
18467	3/14/2023	15,000.00	CARDINAL HEALTH 110, LLC	Pharmacy Supplies
18510	3/21/2023	10,000.00	CARDINAL HEALTH 110, LLC	Pharmacy Supplies
18468	3/14/2023	650.00	CARLOS MENDOZA	Employee Training
18511	3/21/2023	31,016.76	COHESIVE HEALTHCARE MGMT	Note Payable
18548	3/28/2023	112.50	COHESIVE HEALTHCARE MGMT	Payment on Old Debt
18512	3/21/2023	215,000.00	COHESIVE HEALTHCARE RESOURCES	Payment on Old Debt
18469	3/14/2023	225,000.00	COHESIVE STAFFING SOLUTIONS	Payment on Old Debt
18549	3/28/2023	215,000.00	COHESIVE STAFFING SOLUTIONS	Payment on Old Debt
18513	3/21/2023	2,000.00	CORRY KENDALL, ATTORNEY AT LAW	Legal services
18550	3/28/2023	3,110.00	CPSI	EHR monthly support
18551	3/28/2023	415.80	CRITICAL ALERT	Supplies
18552	3/28/2023	11.00	CULLIGAN WATER CONDITIONING	RHC purch svcs
18514	3/21/2023	22,237.73	DELL INC	COVID Capital
18515	3/21/2023	204.00	DIAGNOSTIC IMAGING ASSOCIATES	Radiology Purch svcs
18470	3/14/2023	1,800.00	DOBSON TECHNOLOGIES TRANSPORT	Internet
18516	3/21/2023	6,127.79	DOERNER SAUNDERS DANIEL ANDERS	Legal services
18471	3/14/2023	4,766.67	DR W. GREGORY MORGAN III	1099 Provider
18505	3/14/2023	4,263.09	eCLINICAL WORKS, LLC	RHC EHR svcs
18517	3/21/2023	74,548.95	EQUALIZERCM REVOPS	Billing Purch svcs
18472	3/14/2023	2,928.00	F1 INFORMATION TECHNOLOGIES IN	IT purch svcs
18473	3/14/2023	81.98	FEDEX	Postage
18518	3/21/2023	173.68	FEDEX	Postage
18474	3/14/2023	9,615.38	FIRSTCARE MEDICAL SERVICES, PC	1099 Provider
18553	3/28/2023	9,615.38	FIRSTCARE MEDICAL SERVICES, PC	1099 Provider
18519	3/21/2023	149.25	FLOWERS UNLIMITED	Admin other expense
18475	3/14/2023	235.90	FOX BUILDING SUPPLY	Supplies
18520	3/21/2023	160.00	GEORGE BROS TERMITE & PEST CON	Plant Ops Purch svcs
18521	3/21/2023	1,783.54	GLOBAL EQUIPMENT COMPANY INC.	Supplies
901408	3/14/2023	917.53	GLOBAL PAYMENTS INTEGRATED	CC processing
18522	3/21/2023	514.76	GRAINGER	Supplies
18523	3/21/2023	5,799.50	GREER COUNTY TREASURER	Property Taxes
18476	3/14/2023	302.64	HAC INC	Dietary Food
18524	3/21/2023	283.69	HAC INC	Dietary Food

Check#	Ck Date	Amount	Paid To	Expense Description
18554	3/28/2023	208.38	HAC INC	Dietary Food
18525	3/21/2023	688.32	HAMILTON MEDICAL INC.	Patient Supplies
18305	3/22/2023	(94.73)	HEALTHCHOICE	Patient Refund
18526	3/21/2023	1,000.00	HEARTLAND PATHOLOGY CONSULTANT	Lab purch svcs
18477	3/14/2023	5,759.54	HENRY SCHEIN	Patient supplies
18527	3/21/2023	5,333.55	HILL-ROM COMPANY, INC	Patient Rental eq
901398	3/2/2023	3,155.00	HOSPITAL EQUIPMENT RENTAL COMP	Equipment Lease
18478	3/14/2023	136.20	IMPERIAL, LLC.-LAWTON	Dietary Food
18479	3/14/2023	603.58	JANUS SUPPLY CO	Cleaning Supplies
18555	3/28/2023	851.72	JANUS SUPPLY CO	Cleaning Supplies
18556	3/28/2023	850.00	JIMALL & KANISHA' LOFTIS	Rent House
18557	3/28/2023	6,808.34	LABCORP	Lab purch svcs
18480	3/14/2023	1,130.08	LAMPTON WELDING SUPPLY	Patient Supplies
18528	3/21/2023	260.00	LANGUAGE LINE SERVICES INC	Transalation svcs
18558	3/28/2023	10,573.33	LOWES	Minor Equipment
18481	3/14/2023	147.00	MANGUM STAR NEWS	Advertising
18529	3/21/2023	73.50	MANGUM STAR NEWS	Advertising
18559	3/28/2023	73.50	MANGUM STAR NEWS	Advertising
901403	3/8/2023	0.80	MCKESSON - 340 B	Drug Costs
901409	3/14/2023	0.58	MCKESSON - 340 B	Drug Costs
901410	3/16/2023	19.34	MCKESSON - 340 B	Drug Costs
901415	3/27/2023	0.02	MCKESSON - 340 B	Drug Costs
901416	3/30/2023	0.20	MCKESSON - 340 B	Drug Costs
901400	3/3/2023	7,230.62	MCKESSON / PSS - DALLAS	Patient Care/Lab Supplies
901404	3/8/2023	4,326.54	MCKESSON / PSS - DALLAS	Patient Care/Lab Supplies
901412	3/23/2023	2,912.28	MCKESSON / PSS - DALLAS	Patient Care/Lab Supplies
901419	3/24/2023	4,480.38	MCKESSON / PSS - DALLAS	Patient Care/Lab Supplies
18483	3/14/2023	6,207.53	MEDLINE INDUSTRIES	Patient Care Supplies
18560	3/28/2023	968.15	MEDLINE INDUSTRIES	Patient Care Supplies
901399	3/2/2023	67.50	NATIONAL DATA BANK	Credentialing
18484	3/14/2023	2,184.08	NEXTIVA, INC.	Phones
18485	3/14/2023	3,559.27	NP RESOURCES	1099 Provider
18561	3/28/2023	2,700.00	NP RESOURCES	1099 Provider
18530	3/21/2023	123.00	NUANCE COMMUNICATIONS INC	RHC purch svcs
18562	3/28/2023	1,085.16	OFFICE DEPOT	Supplies
18486	3/14/2023	14,507.00	OKLAHOMA HOSPITAL ASSOCIATION	OHA Membership
18487	3/14/2023	60.00	OKLAHOMA MEDICAL LICENSURE	Credentialing
901401	3/3/2023	604.91	PHARMA FORCE GROUP LLC	340B Fees
901417	3/30/2023	594.38	PHARMA FORCE GROUP LLC	340B Fees
18488	3/14/2023	2,530.00	PHARMACY CONSULTANTS, INC.	340B Purch svcs
901405	3/8/2023	1,968.91	PHILADELPHIA INSURANCE COMPANY	Property Insurance
18531	3/21/2023	519.36	PHILIPS HEALTHCARE	Supplies
18532	3/21/2023	710.08	PRESS GANEY ASSOCIATES, INC	Quality purch svcs
18489	3/14/2023	15.00	PUCKETT DISCOUNT PHARMACY	Pharmacy Supplies
18533	3/21/2023	26.30	PUCKETT DISCOUNT PHARMACY	Pharmacy Supplies
18563	3/28/2023	562.68	PUCKETT DISCOUNT PHARMACY	Pharmacy Supplies
18490	3/14/2023	9,800.00	REYES ELECTRIC LLC	COVID Capital
18491	3/14/2023	153.90	RICK'S LAWN SPRINKLERS LLC	Repairs/Maintenance

Check#	Ck Date	Amount	Paid To	Expense Description
18534	3/21/2023	147.66	S & S WORLDWIDE	Supplies
18492	3/14/2023	7,984.27	SBM MOBILE PRACTICE, INC	1099 Provider
18564	3/28/2023	6,750.00	SBM MOBILE PRACTICE, INC	1099 Provider
18565	3/28/2023	1,750.00	SCHAPEN LLC	RHC rent
18493	3/14/2023	29.90	SEE THE TRAINER-BELLEVUE	Supplies
18535	3/21/2023	2,525.16	SHRED-IT USA LLC	Secure Doc Disposal
18494	3/14/2023	5,135.30	SIZewise	SB eq rental
18536	3/21/2023	3,507.84	SIZewise	SB eq rental
18495	3/14/2023	1,735.00	SMAART MEDICAL SYSTEMS INC	Radiology Purch svcs
18537	3/21/2023	1,735.00	SMAART MEDICAL SYSTEMS INC	Radiology Purch svcs
18566	3/28/2023	1,735.00	SMAART MEDICAL SYSTEMS INC	Radiology Purch svcs
18496	3/14/2023	11,950.00	SOMSS LLC	1099 Provider
18567	3/28/2023	6,400.00	SOMSS LLC	1099 Provider
18538	3/21/2023	500.21	SPACELABS HEALTHCARE LLC	Supplies
18497	3/14/2023	306.68	SPARKLIGHT BUSINESS	Cable
18568	3/28/2023	445.94	SPARKLIGHT BUSINESS	Cable
18498	3/14/2023	2,259.44	STANDLEY SYSTEMS LLC	Printer lease
18499	3/14/2023	508.42	STAPLES ADVANTAGE	Office Supplies
18539	3/21/2023	2,814.75	STERICYCLE INC	Waste Disposal
901406	3/8/2023	5,040.47	SUMMIT UTILITIES	Gas Utilities
18500	3/14/2023	1,230.00	TECUMSEH OXYGEN & MEDICAL SUPP	Eq rental exp
18540	3/21/2023	1,425.00	TECUMSEH OXYGEN & MEDICAL SUPP	Eq rental exp
18569	3/28/2023	1,065.00	TECUMSEH OXYGEN & MEDICAL SUPP	Eq rental exp
18570	3/28/2023	228.85	THE LOOP	Employee appreciation
18501	3/14/2023	5,040.00	TRENT ELLIOTT	1099 Provider
18502	3/14/2023	5,972.50	TRS MANAGED SERVICES	Old agency staffing
18541	3/21/2023	5,957.09	TRS MANAGED SERVICES	Old agency staffing
18571	3/28/2023	3,836.01	TRS MANAGED SERVICES	Old agency staffing
18542	3/21/2023	1,574.58	ULINE	Supplies
901414	3/24/2023	4,310.82	UMPQUA BANK VENDOR FINANCE	Lab eq note payable
901402	3/3/2023	2,806.93	US FOODSERVICE-OKLAHOMA CITY	Dietary Food
901407	3/8/2023	3,596.88	US FOODSERVICE-OKLAHOMA CITY	Dietary Food
901411	3/17/2023	3,551.75	US FOODSERVICE-OKLAHOMA CITY	Dietary Food
901413	3/24/2023	2,608.09	US FOODSERVICE-OKLAHOMA CITY	Dietary Food
18503	3/14/2023	897.85	US MED-EQUIP LLC	Patient Eq rentals
18504	3/14/2023	855.00	VITAL SYSTEMS OF OKLAHOMA, INC	Purch svcs
18543	3/21/2023	855.00	VITAL SYSTEMS OF OKLAHOMA, INC	Purch svcs
18572	3/28/2023	1,710.00	VITAL SYSTEMS OF OKLAHOMA, INC	Purch svcs
TOTAL		<u>1,109,683.45</u>		

Mangum Regional Medical Center
May 2023 Estimated Claims

Vendor	Description	Estimated Amount
ADCRAFT	Plant Ops Supplies	300.00
ALIMED	Misc supplies	9,331.54
ALCO SALES & SERVICE CO	Misc supplies	41.86
AMBS CALL CENTER	Hotline	50.00
AMERICAN PROFICIENCY INSTITUTE	lab supplies	4,437.00
ANESTHESIA SERVICE INC	Service	4,500.00
APEX MEDICAL GAS SYSTEMS, INC	Supplies	1,200.00
ARAMARK	Linens purch svcs	23,000.00
ASD HEALTHCARE	Pharmacy Supplies	10,000.00
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	2,754.00
CARNEGIE TRI-COUNTY MUN. HOSP	Pharmacy Supplies	3,500.00
CARNEGIE EMS	Patient Trasport svcs	11,875.00
CARRIER CORP	Repairs/maintenance	1,500.00
CDW-G LLC	Supplies	400.00
CITY OF MANGUM	Utilities & property taxes	13,000.00
CLIFFORD POWER SYSTEMS INC	Plant Ops Compliance	1,000.00
CliftonLarsonAllen LLP	FS Audit firm	4,800.00
COHESIVE HEALTHCARE MGMT	Mgmt and provider Fees	225,000.00
COHESIVE HEALTHCARE RESOURCES	Payroll	575,000.00
COHESIVE MEDIRYDE LLC	Mgmt Transportation Service	10,000.00
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
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

Vendor	Description	Estimated Amount
DOBSON TECHNOLOGIES TRANSPORT	Internet	1,809.00
DOERNER SAUNDERS DANIEL ANDERS	Legal Fees	20,000.00
DR. MORGAN	1099 Provider	9,532.00
eCLINICAL WORKS, LLC	RHC EMR	3,500.00
EQUALIZE RCM REVOPS	Billing purch svcs	100,000.00
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	35,000.00
FLOWERS UNLIMITED	Other	150.00
FORVIS	Finance purch svcs(Formerly BKD)	525.00
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
HAC INC	Dietary Supplies	1,000.00
HAMILTON MEDICAL INC.	Patient Supplies	500.00
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	5,000.00
HOBART SERVICE	Repairs/maintenance	300.00
HOSPITAL EQUIPMENT RENTAL COMP	Equipment rental	3,155.00
ICU MEDICAL SALES INC.	COVID Capital, misc supplies	1,000.00
IMPERIAL, LLC.-LAWTON	Dietary Purchased Service	500.00
INQUIREE	RHC consulting service	225.00
INSIGHT DIRECT USA INC.	Supplies	500.00
JANUS SUPPLY CO	Housekeeping Supplies, based in Altus	2,700.00
JIMALL & KANISHA' LOFTIS	Rent house	850.00
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
LOCKE SUPPLY	Plant Ops Supplies	1,500.00
LOWES	Supplies	500.00
MANGUM STAR NEWS	advertising	500.00
MCABEE FOX ROOFING LLC	Roof Replacement	11,000.00
MCKESSON - 340 B	340B patient supplies	1,500.00
MCKESSON / PSS - DALLAS	Patient Care/Lab Supplies	30,000.00

Vendor	Description	Estimated Amount
MEASUREMENT SPECIALTIES INC	supplies	175.00
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
NATIONAL RECALL ALERT CENTER	Safety recall alert svs renewal	1,290.00
NEXTIVA, INC.	Phone utility	4,000.00
NP RESOURCES	1099 Provider	4,500.00
NUANCE COMMUNICATIONS INC	RHC purch svs	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	500.00
PATIENT REFUNDS	Credits due to payors	3,500.00
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
RESPIRATORY MAINTENANCE INC	Repairs/maintenance	2,210.00
REYES ELECTRIC LLC	COVID Capital/Repairs	11,000.00
ROYCE ROLLS RINGER COMPANY	ARPA Grant - laundry carts	1,944.00
RUSSELL ELECTRIC & SECURITY	Repairs/maintenance	1,000.00
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	50.00
SHRED-IT	Secure doc disposal	5,000.00
SIZEWISE	equipment rental	5,000.00
SMAART MEDICAL SYSTEMS INC	Radiology interface/Radiologist provider	7,500.00
SOMSS LLC	JEFF BRAND 1099 Provider	25,000.00
SOUTHWEST HOT STEAM CLEANING	Quarterly PM service	375.00
SPACELABS HEALTHCARE LLC	Patient Supplies	1,000.00
SPARKLIGHT BUSINESS	Cable service	1,200.00
STANDLEY SYSTEMS LLC	Printer Lease	7,000.00
STAPLES ADVANTAGE	Office Supplies	3,000.00
STERICYCLE INC	Waste Disposal svs	5,000.00

Vendor	Description	Estimated Amount
SUMMIT UTILITIES	Utilities	5,000.00
TECUMSEH OXYGEN & MEDICAL SUPP	Supplies	3,500.00
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	400.00
TRS MANAGED SERVICES	Agency Staffing(Formerly Conexus)	40,000.00
TSYS	CC processing service	2,000.00
ULINE	Supplies	2,300.00
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	7,000.00
WOLTERS KLUWER HEALTH	Employee education/training	5,543.59
TOTAL Estimated		<u>2,034,137.04</u>

QUALITY MANAGEMENT REPORT

SUMMARY

Current Year 2023
Month : 03

				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	#	121.00		168.00	▲ 47.00	1852.00		446.00	▼ -1406.00
00102	Volume & Utilization	Total # of Observation Patients admitted	#			1.00	▲ 1.00	6.00		3.00	▼ -3.00
00103	Volume & Utilization	Total # of Acute Patients admitted	#	12.00		19.00	▲ 7.00	169.00		49.00	▼ -120.00
00104	Volume & Utilization	Total # of Swing Bed Patients admitted	#	9.00		15.00	▲ 6.00	111.00		43.00	▼ -68.00
00105	Volume & Utilization	Total Hospital Admissions (Acute & Swing bed)	#	21.00		34.00	▲ 13.00	280.00		92.00	▼ -188.00
00106	Volume & Utilization	Total Discharges (Acute & Swing bed)	#	20.00		34.00	▲ 14.00	263.00		86.00	▼ -177.00
00107	Volume & Utilization	Total Patient Days (Acute & Swing bed)	#	256.00		503.00	▲ 247.00	3612.00		1348.00	▼ -2264.00
00108	Volume & Utilization	Average Daily Census (Acute & Swing bed)	#	8.00		16.20	▲ 8.20	10.00		45.00	▲ 35.00
00109	Volume & Utilization	Left Against Medical Advice (AMA)	#	3.00	2.00	5.00	▲ 2.00	38.00	2.00	16.00	▼ -22.00
CARE MANAGEMENT											
00201	Care Management	CAH 30 Day Readmission Rate per 100 patient discharges	%	3.00	0.05		▼ 100%	0.07	0.05	0.04	▼ 46%
RISK MANAGEMENT											
00301	Risk Management	Total Number of Events	#	121.00		5.00	▼ 96%	79.00		2.33	▼ 97%
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		3.00	▼ 86%	22.00		1.67	▼ 92%
00312	Risk Management	ED patient falls without injury	#	3.00			▼ 100%	3.00			▼ 100%
00314	Risk Management	Patient falls with minor injury	#	5.00		1.00	▼ 80%	5.00		0.33	▼ 93%
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	0.00	▼ 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	1.00	▼ 99%	95.00	1.00	1.00	▼ 99%
NURSING											
00408	Nursing	Total Number of Code Blues during reporting period	#	12.00		1.00	▼ 92%	12.00		1.00	▼ 92%
00409	Nursing	Total number of CAH patients transferred to tertiary facility	#	14.00		1.00	▼ 93%	14.00		1.67	▼ 88%
EMERGENCY DEPARTMENT											
00508	Emergency Department	ED Left Without Being Seen Rate	#					100.00		#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%



Clinic Operations Report

Mangum Family Clinic

March 2023

Monthly Stats	Mar 22	Mar 23
Total Visits	150	164
Provider Prod	136	172
RHC Visits	150	149
Nurse Visits	0	5
Televisit	0	0
Swingbed	0	10

Provider Numbers	
Barnes	28
McDade	13
Chiaffitelli	
Sims	66
Wenthold	52

Payor Mix	
Medicare	53
Medicaid	47
Self	3
Private	61

Visits per Geography	
Mangum	137
Altus/Granite	7
Willow	5
Duke	4

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Visits	167	123	164										

Clinic Operations:

- Volume up with increased providers in clinic.
- Amy Sims orienting well to new provider position.
- All providers working diligently to provide quality service to the Mangum community.

Quality Report:

- No deficiencies noted in metrics. Steady going.
- Survey preparedness is coming along very well. P&P binder quickly developing.

Outreach:

- School physical ramping up shortly.

Summary: Continue as is until Amy can start full time.

"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 March 2023

Excellent Patient Care

- MRMC Education included: Infection Control Nurse educated staff regarding new Urinary Catheter Securement Device as well as the use of Chlorhexidine Wipes for us during Urinary Catheter care on each shift to further combat Catheter Associated Urinary Tract Infections (CAUTI).
- MRMC Radiology provided diagnostic studies for 244 patients in March which represents an increase when compared to February total of 184.
- MRMC Cardiopulmonary Team reports 31 Ventilator days for the Month of March.

Excellent Client Service

- Patients continue to rely on MRMC as their local hospital. Total Patient Days increased with 503 patient days in March as compared to 418 patient days in February. This represents an average daily census of 16! In addition, MRMC Emergency Department provided care to 168 patients in March.
- March 2023 COVID-19 Stats at MRMC: Swabs (33 PCR & 64 Antigen) with 2 Positive.
- MRMC Lab reported 76 Critical Lab Values. Of which, 100% were responded to in a timely fashion by Nursing and Provider.

Preserve Rural Healthcare

Mangum Regional Medical Center												
31 Monthly Census Comparison												
	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec 22
Inpatient	13	17	19									22
Swing Bed	14	14	15									6
Observation	1	1	1									0
Emergency Room	159	119	168									210
Lab Completed	2542	2159	2804									2337
Rad Completed	211	185	244									214
Ventilator Days	0	0	31									0

Preserve Rural Jobs

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

CEO Report For March 2023

The interim administrator position is being covered by Cohesive employees Cindy Tillman and Chee Her. Onsite coverage is provided each week by Cindy or Chee along with several other Cohesive clinical leadership staff. Each week the staff is notified of the days we are onsite so if they have items needing signed or wish to discuss matters in person they can plan accordingly. We are always available to the staff whether onsite or by phone.

The operations of the hospital appear to be going well. The morale of the employees seems to be good, and they are continuing to take care of business as usual even through the change in leadership.

Census remains good with an average daily census of 16 for March. The ER saw 168 patients.

Open positions:

Monitor Technician Full Time
Cook/Dietary Aide PRN
2 LPN Full Time
Human Resources Representative
CNA Full Time
Housekeeper
2 Business Office Specialist
Respiratory Therapist Full Time

Mangum Board Meeting Financial Reports

REPORT TITLE	
1	Cash Receipts - Cash Disbursements - NET
2	Financial Update (page 1)
3	Financial Update (page 2)
4	Stats
5	Balance Sheet Trend
6	Cash Collections Trend
7	Medicare Payables (Receivables)
8	Current Month Income Statement
9	Income Statement Trend
10	RHC YTD Income Statement
11	AP Aging Summary

Mangum Regional Medical Center
March 2023

	Current Month	COVID	Total Less COVID	Year-To-Date	Year-To-Date Less COVID
Cash Receipts	\$ 1,915,435	\$ -	\$ 1,915,435	\$ 4,712,253	\$ 4,712,253
Cash Disbursements	\$ (1,109,683)	\$ (51,943)	\$ (1,057,741)	\$ (4,583,655)	\$ (4,476,409)
NET	\$ 805,752	\$ (51,943)	\$ 857,694	\$ 128,598	\$ 235,844



April 25, 2023

**Board of Directors
Mangum Regional Medical Center**

March 2023 Financial Statement Overview

- Statistics
 - The average daily census in March was 16.23. This is an increase of 1.30 from the previous month. As a reminder our target remains 11 ADC. YTD 2023 continues to reflect a material increase from the 2022 YTD average of 9.85.
 - YTD Inpatient Medicare utilization percentage remains high at 90%. As a comparison, prior year 2022 was 89%.
 - Cash receipts for the month of March totaled \$1.9M (Generally speaking, there is approximately a one-two month lag between the net revenue generated each month & the majority of the cash collected).
 - Cash disbursements totaled \$1.11M for the month.
- Balance Sheet Highlights
 - The operating cash balance as of March is \$684K, with the cash reserve at \$800K, totaling \$1.48M. Days cash on hand is equivalent to 13.15.
 - Accounts Receivable have increased \$442K from the previous month, primarily due to the increased ADC for the month.
 - Accounts Payable has decreased \$5.11M from the previous month primarily due to the reclass to long term debt for the Cohesive MGMT payable.
 - The Due to Medicare account reflects a net increase of \$813K from the previous month as the estimated payable for YTD 2023 is increased to \$1.8M. This is an estimated amount based on the material increase in ADC from the prior year while expenses have not correspondingly increased materially.



- Income Statement Highlights

- Net patient revenue is \$1.47M, primarily due to an increase to the estimated Medicare payable for the 2023 fiscal year based on March ADC of 16.23. 340B revenues were \$9K, bringing total operating revenues to \$1.48M.
- Operating expenses for the month of March reflect \$1.57M, this is an increase of \$148K from the previous month.
- March resulted in a net loss of \$149K.

- Additional Notes

In response to the potential Medicare liability estimated, a cash reserve has been implemented in the month of March. We will continue to closely monitor the potential payable and adjust the cash reserve correspondingly. The cash reserve referenced is operating cash specifically allocated to repay Medicare monies if overpayment results, and to mitigate the need to request a Medicare ERS loan should a liability be unavoidable.

MANGUM REGIONAL MEDICAL CENTER**Admissions, Discharges & Days of Care****Fiscal Year 2023**

				12/31/2023	12/31/2022
	January	February	March	YTD	PY Comparison
Admissions					
Inpatient	13	16	19	48	47
Swingbed	14	14	15	43	27
Observation	0	1	1	2	3
	27	31	35	93	77
Discharges					
Inpatient	15	16	20	51	46
Swingbed	10	11	14	35	30
Observation	0	1	1	2	3
	25	28	35	88	79
Days of Care					
Inpatient-Medicare	23	31	43	97	98
Inpatient-Other	33	29	32	94	79
Swingbed-Medicare	371	356	386	1,113	720
Swingbed-Other	0	2	42	44	18
Observation	0	1	1	2	3
	427	419	504	1,350	918
	371	358	428		
Calendar days	31	28	31	90	90
ADC - (incl OBS)	13.77	14.96	16.26	15.00	10.20
ADC	13.77	14.93	16.23	14.98	10.17
ER	158	119	169	446	423
Outpatient	176	132	182	490	810
RHC	170	123	167	460	412

MANGUM REGIONAL MEDICAL CENTER**Comparative Balance Sheet - Unaudited****Fiscal Year 2023**

Item 12.

	January	February	March	Prior Month Variance
Cash And Cash Equivalents	980,584	677,752	684,122	6,371
Reserved Funds	-	-	800,000	800,000
Patient Accounts Receivable, Net	1,696,258	1,823,404	2,265,664	442,260
Due From Medicare	74,934	74,956	-	(74,956)
Inventory	243,297	235,738	244,725	8,987
Prepays And Other Assets	1,990,291	1,968,284	1,941,610	(26,674)
Capital Assets, Net	2,325,712	2,274,924	2,224,332	(50,592)
Total Assets	7,311,075	7,055,057	8,160,453	1,105,397
Accounts Payable	16,893,910	16,526,357	11,418,965	(5,107,392)
AHSO Related AP	892,724	892,724	892,724	-
Due To Medicare	1,754,410	2,008,680	2,822,130	813,450
Covid Grant Funds	-	-	-	-
Due To Cohesive - PPP Loans	-	-	-	-
Notes Payable - Cohesive	-	-	5,552,000	5,552,000
Notes Payable - Other	23,565	23,565	23,565	-
Alliantz Line Of Credit	-	-	-	-
Leases Payable	273,074	269,075	265,054	(4,021)
Total Liabilities	19,837,682	19,720,401	20,974,437	1,254,037
Net Assets	(12,526,607)	(12,665,344)	(12,813,984)	(148,640)
Total Liabilities and Net Assets	7,311,075	7,055,057	8,160,453	1,105,397

Mangum Regional Medical Center
Cash Receipts & Disbursements by Month
April 25, 2023 Board Meeting

2021				2022				2023		
Month	Receipts	Stimulus Funds	Disbursements	Month	Receipts	Stimulus Funds	Disbursements	Month	Receipts	Disbursements
January-21	830,598		695,473	January-22	2,163,583		1,435,699	January-22	1,290,109	1,664,281
February-21	609,151		1,472,312	February-22	1,344,463	254,626	1,285,377	February-22	1,506,708	1,809,690
March-21	910,623	49,461	866,387	March-22	789,800		1,756,782	March-22	1,915,435	1,109,683
April-21	742,500		999,127	April-22	1,042,122		1,244,741	April-22		
May-21	816,551		1,528,534	May-22	898,311		1,448,564	May-22		
June-21	936,092		1,455,892	June-22	1,147,564		1,225,070	June-22		
July-21	1,009,037		1,774,932	July-22	892,142		979,914	July-22		
August-21	1,292,886	100,000	2,156,724	August-22	890,601		1,035,539	August-22		
September-21	278,972		753,559	September-22	2,225,347		1,335,451	September-22		
October-21	1,954,204		1,343,425	October-22	1,153,073		1,233,904	October-22		
November-21	1,113,344	316,618	1,800,166	November-22	935,865		1,476,384	November-22		
December-21	1,794,349	305,543	1,325,063	December-22	1,746,862		1,073,632	December-22		
	12,288,308	771,623	16,171,592		15,229,733	254,626	15,531,057		4,712,253	4,583,655
Subtotal FY 2021	<u>13,059,930</u>			Subtotal FY 2022	<u>15,484,359</u>			Subtotal FY 2022	<u>4,712,253</u>	

Mangum Regional Medical Center
Medicare Payables by Year
April 25, 2023 Board Meeting

Year	Original Balance	Balance as of 03/31/2023	Total Interest Paid as of 03/31/2023
2016 C/R Settlement	1,397,906.00	-	205,415.96
2017 Interim Rate Review - 1st	723,483.00	-	149,425.59
2017 Interim Rate Review - 2nd	122,295.00	-	20,332.88
2017 6/30/17-C/R Settlement	1,614,760.00	-	7,053.79
2017 12/31/17-C/R Settlement	(535,974.00)	977,793.70	219,147.81
2017 C/R Settlement Overpayment	3,539,982.21	-	-
2018 C/R Settlement	1,870,870.00	-	241,040.31
2019 Interim Rate Review - 1st	323,765.00	-	5,637.03
2019 Interim Rate Review - 2nd	1,802,867.00	-	277,488.75
2019 C/R Settlement	(967,967.00)	-	-
2020 C/R Settlement	(3,145,438.00)	-	-
<i>FY21 MCR pay (rec) estimate</i>	(1,631,036.00)	-	-
<i>FY22 MCR pay (rec) estimate</i>	(1,150,045.36)	-	-
2016 C/R Audit - Bad Debt Adj	348,895.00	29,335.86	16,704.24
2018 MCR pay (rec) Audit est.	(34,322.00)	-	-
2019 MCR pay (rec) Audit est.	(40,612.00)	-	-
2020 MCR pay (rec) Audit	(74,956.00)	-	-
<i>FY23 MCR pay (rec) estimate</i>	1,815,000.00	1,815,000.00	
Total	5,979,472.85	2,822,129.55	1,142,246.36

Mangum Regional Medical Center
Statement of Revenue and Expense
For The Month and Year To Date Ended March 31, 2023
Unaudited

Item 12.

MTD					YTD			
Actual	Budget	Variance	% Change		Actual	Budget	Variance	% Change
272,704	190,415	82,289	43%	Inpatient revenue	794,004	552,936	241,068	44%
1,159,897	675,775	484,122	72%	Swing Bed revenue	2,866,312	1,961,851	904,461	46%
655,242	603,169	52,073	9%	Outpatient revenue	1,704,218	1,747,241	(43,022)	-2%
183,040	162,883	20,157	12%	Professional revenue	521,165	472,630	48,535	10%
<u>2,270,883</u>	<u>1,632,242</u>	<u>638,641</u>	<u>39%</u>	Total patient revenue	<u>5,885,700</u>	<u>4,734,658</u>	<u>1,151,042</u>	<u>24%</u>
(134,294)	221,903	(356,197)	-161%	Contractual adjustments	(236,332)	602,628	(838,960)	-139%
920,000	-	920,000	#DIV/0!	Contractual adjustments: MCR Settlement	1,738,212	-	1,738,212	#DIV/0!
12,093	110,013	(97,920)	-89%	Bad debts	172,231	319,116	(146,885)	-46%
<u>797,799</u>	<u>331,916</u>	<u>465,882</u>	<u>140%</u>	Total deductions from revenue	<u>1,674,110</u>	<u>921,744</u>	<u>752,367</u>	<u>82%</u>
1,473,084	1,300,325	172,759	13%	Net patient revenue	4,211,589	3,812,914	398,675	10%
1,746	3,618	(1,872)	-52%	Other operating revenue	2,870	10,849	(7,980)	-74%
9,264	59,881	(50,618)	-85%	340B REVENUES	37,996	166,587	(128,590)	-77%
<u>1,484,094</u>	<u>1,363,824</u>	<u>120,269</u>	<u>9%</u>	Total operating revenue	<u>4,252,456</u>	<u>3,990,350</u>	<u>262,106</u>	<u>7%</u>
				Expenses				
411,789	367,109	44,680	12%	Salaries and benefits	1,184,742	1,068,932	115,810	11%
159,564	142,250	17,314	12%	Professional Fees	440,258	418,809	21,449	5%
425,232	433,230	(7,999)	-2%	Contract labor	1,253,785	1,257,752	(3,967)	0%
160,858	110,282	50,576	46%	Purchased/Contract services	383,617	320,590	63,027	20%
225,000	225,000	-	0%	Management expense	675,000	675,000	-	0%
109,037	88,610	20,427	23%	Supplies expense	271,301	258,016	13,285	5%
22,200	29,926	(7,726)	-26%	Rental expense	73,228	88,700	(15,472)	-17%
20,147	16,788	3,358	20%	Utilities	60,212	50,365	9,846	20%
2,377	1,219	1,159	95%	Travel & Meals	4,635	3,603	1,032	29%
11,618	12,129	(511)	-4%	Repairs and Maintenance	36,722	36,209	513	1%
5,518	12,596	(7,078)	-56%	Insurance expense	33,455	37,787	(4,331)	-11%
14,797	21,829	(7,033)	-32%	Other Expense	55,604	65,455	(9,852)	-15%
5,693	33,672	(27,979)	-83%	340B EXPENSES	21,636	97,757	(76,120)	-78%
<u>1,573,830</u>	<u>1,494,641</u>	<u>79,189</u>	<u>5%</u>	Total expense	<u>4,494,196</u>	<u>4,378,974.9</u>	<u>115,221</u>	<u>3%</u>
<u>(89,736)</u>	<u>(130,817)</u>	<u>41,080</u>	<u>-31%</u>	EBIDA	<u>(241,740)</u>	<u>(388,625)</u>	<u>146,885</u>	<u>-38%</u>
<u>-6.0%</u>	<u>-9.6%</u>	<u>3.55%</u>		EBIDA as percent of net revenue	<u>-5.7%</u>	<u>-9.7%</u>	<u>4.05%</u>	
8,824	9,056	(233)	-3%	Interest	28,429	29,622	(1,193)	-4%
50,080	48,039	2,041	4%	Depreciation	158,488	141,476	17,012	12%
<u>(148,640)</u>	<u>(187,912)</u>	<u>39,272</u>	<u>-21%</u>	Operating margin	<u>(428,657)</u>	<u>(559,723)</u>	<u>131,066</u>	<u>-23%</u>
-	-	-		Other	-	-	-	
-	-	-		Total other nonoperating income	-	-	-	
<u>(148,640)</u>	<u>(187,912)</u>	<u>39,272</u>	<u>-21%</u>	Excess (Deficiency) of Revenue Over Expenses	<u>(428,657)</u>	<u>(559,723)</u>	<u>131,066</u>	<u>-23%</u>
<u>-10.02%</u>	<u>-13.78%</u>	<u>3.76%</u>		Operating Margin %	<u>-10.08%</u>	<u>-14.03%</u>	<u>3.95%</u>	

MANGUM REGIONAL MEDICAL CENTER
Statement of Revenue and Expense Trend - Unaudited
Fiscal Year 2023

Item 12.

	January	February	March	YTD
Inpatient revenue	248,170	273,130	272,704	794,004
Swing Bed revenue	857,835	848,580	1,159,897	2,866,312
Outpatient revenue	569,774	479,203	655,242	1,704,218
Professional revenue	165,566	172,559	183,040	521,165
Total patient revenue	1,841,345	1,773,472	2,270,883	5,885,700
Contractual adjustments	(121,100)	19,061	(134,294)	(236,332)
Contractual adjustments: MCR Settlement	533,168	285,044	920,000	1,738,212
Bad debts	25,723	134,415	12,093	172,231
Total deductions from revenue	437,792	438,520	797,799	1,674,110
Net patient revenue	1,403,553	1,334,952	1,473,084	4,211,589
Other operating revenue	643	481	1,746	2,870
340B REVENUES	17,199	11,534	9,264	37,996
Total operating revenue	1,421,395	1,346,967	1,484,094	4,252,456
	89.8%	89.9%	90.2%	90.0%
Expenses				
Salaries and benefits	361,005	411,948	411,789	1,184,742
Professional Fees	149,199	131,495	159,564	440,258
Contract labor	467,147	361,407	425,232	1,253,785
Purchased/Contract services	107,498	115,260	160,858	383,617
Management expense	225,000	225,000	225,000	675,000
Supplies expense	85,209	77,055	109,037	271,301
Rental expense	25,693	25,335	22,200	73,228
Utilities	19,305	20,759	20,147	60,212
Travel & Meals	721	1,537	2,377	4,635
Repairs and Maintenance	14,713	10,390	11,618	36,722
Insurance expense	13,940	13,997	5,518	33,455
Other	14,963	25,844	14,797	55,604
340B EXPENSES	9,702	6,242	5,693	21,636
Total expense	1,494,096	1,426,270	1,573,830	4,494,196
EBIDA	\$ (72,701)	\$ (79,303)	\$ (89,736)	\$ (241,740)
EBIDA as percent of net revenue	-5.1%	-5.9%	-6.0%	-5.7%
Interest	10,509	9,096	8,824	28,429
Depreciation	58,070	50,338	50,080	158,488
Operating margin	\$ (141,280)	\$ (138,737)	\$ (148,640)	\$ (428,658)
Other	-	-	-	-
Total other nonoperating income	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenue Over Expenses	(141,280)	(138,737)	(148,640)	(428,658)
Operating Margin % (excluding other misc. revei	-9.94%	-10.30%	-10.02%	-10.08%

	3/31/2023
On-Site Visits -->	414
On-Site Visit / Bus Day -->	6.57

	"Annualized"		
On-Site Visits -->	1,656	2,006	2,815
On-Site Visit / Bus Day -->	6.39	7.75	11.04

Mangum Regional Medical Center

One Months Ended 03/31/2023

					3
Description	YTD FS Per General Ledger	Eliminate Rev Deduct & Other Inc	Adj Rev Deduct to RHC Calc	Cost Report Allocations	RHC Financial Statements
Gross Patient Revenue	48,908	-	-	-	48,908
Less: Revenue deductions	65,036	(65,036)	66,483	-	66,483
Net Patient Revenue	113,943	(65,036)	66,483	-	115,391
Other Income (if any)	847	(847)	-	-	-
Operating revenue	114,790	(65,883)	66,483	-	115,391
Operating Expenses:					
Salaries	37,033	-	-	-	37,033
Benefits	-	-	-	-	-
Prof Fees	72,478	-	-	10,380	82,858
Contract Labor	-	-	-	-	-
Purch Serv	14,640	-	-	-	14,640
Supplies	1,497	-	-	-	1,497
Rent	5,313	-	-	-	5,313
Utilities	2,792	-	-	-	2,792
Repairs	175	-	-	-	175
Other	1,763	-	-	-	1,763
Insurance	647	-	-	-	647
Travels & Meals	1,856	-	-	-	1,856
Management Fee Direct Exp	33,987	-	-	-	33,987
Critical Access Hospital Overhead Allocation (a)	-	-	-	50,513	50,513
Total Operating Expenses	172,181	-	-	60,893	233,074
Net Income (loss)	(57,390)	(65,883)	66,483	(60,893)	(117,683)

FY 2023	FY 2022	FY 2021
"Annualized" RHC Financial Statements	RHC Financial Statements	RHC Financial Statements
195,630	275,833	362,255
265,934	242,729	180,028
461,564	518,562	542,283
-	-	-
461,564	518,562	542,283
148,131	118,718	173,301
-	-	-
331,432	280,148	231,819
-	10,559	-
58,561	38,489	30,432
5,987	7,015	8,420
21,252	21,305	21,089
11,170	10,710	5,517
700	176	426
7,053	3,560	1,325
2,588	2,462	2,359
7,423	450	-
135,946	138,484	130,950
202,052	202,053	167,258
932,295	834,129	772,896
(470,731)	(315,567)	(230,613)

IP Rounding allocation based on 8/31/22 IRR estimate

8 months

27,681

CAH Overhead Allocation - from Chris based on last filed cost report ----->

8 months

134,702

Total allocation ----->

162,383

MRMC AP AGING SUMMARY
For Month Ending
3/31/2023

VENDOR	Description	0-30	31-60	61-90	Over 90	3/31/2023	2/28/2023	1/31/2023
ALIMED	COVID Capital				-	-	9,331.54	9,331.54
ANESTHESIA SERVICE INC	Patient Supplies				613.60	613.60	-	380.70
ARAMARK	Linen Services	8,856.62	10,692.60			19,549.22	17,108.16	18,772.73
AT&T	Fax Service	3,539.27				3,539.27	-	-
AVANAN, INC.	COVID Capital				16,800.00	16,800.00	16,800.00	16,800.00
BAXTER HEALTHCARE	Pharmacy Supplies	596.18				596.18	1,177.69	2,575.28
BIO-RAD LABORATORIES INC	Lab Supplies				730.05	730.05	704.35	-
careLearning	Employee Training/education		2,754.00	688.50		3,442.50	3,442.50	688.50
CARNEGIE EMS	Patient Transport Svs	11,875.00				11,875.00	-	-
CDW-G LLC	Supplies		957.96			957.96	957.96	-
CITY OF MANGUM	Utilities	5,997.98				5,997.98	-	6,080.80
COHESIVE HEALTHCARE MGMT	Mgmt Fees	226,502.10	4,452.32			230,954.42	5,360,492.24	5,358,016.56
COHESIVE HEALTHCARE RESOURCES	Payroll	445,152.78	619,558.70	411,413.19	3,996,483.60	5,472,608.27	5,242,455.49	5,886,608.62
COHESIVE MEDIRYDE LLC	Patient Transportation Service	685.75	1,702.75	2,482.75	16,323.50	21,194.75	20,509.00	20,582.75
COHESIVE STAFFING SOLUTIONS	Agency Staffing Service	575,945.43	372,252.21	409,958.23	3,342,427.55	4,700,583.42	4,564,637.99	4,494,560.77
COMMERCIAL MEDICAL ELECTRONICS	Quarterly Maintenance			2,450.00		2,450.00	2,450.00	2,450.00
CORRY KENDALL, ATTORNEY AT LAW	Legal Fees	2,000.00	2,000.00	2,000.00	10,000.00	16,000.00	16,000.00	20,000.00
CPSI	EHR Software	13,709.00				13,709.00	-	3,110.00
CULLIGAN WATER CONDITIONING	Clinic Purchased Service	26.00				26.00	11.00	26.00
CURBELL MEDICAL PRODUCTS INC	Supplies	957.56				957.56	-	-
DELL INC	ARPA Capital				-	-	22,237.73	-
DIAGNOSTIC IMAGING ASSOCIATES	Radiology Purch Svs	2,150.00				2,150.00	204.00	-
DOERNER SAUNDERS DANIEL ANDERS	Legal Fees		7,349.91		331,081.68	338,431.59	337,209.47	342,209.47
DR W. GREGORY MORGAN III	1099 Provider	4,766.67				4,766.67	4,766.67	4,766.67
eCLINICAL WORKS, LLC	RHC EHR set up	2,837.26				2,837.26	4,263.09	-
F1 INFORMATION TECHNOLOGIES IN	IT Support Services	2,928.00				2,928.00	2,928.00	2,928.00
FEDEX	Postage service	89.25				89.25	169.98	83.35
FLOWERS UNLIMITED	Patient Other				-	-	149.25	-
FORVIS LLP	Finance Purch Svs(Formerly BKD)	525.00	855.00			1,380.00	855.00	-
FOX BUILDING SUPPLY	Plant Ops supplies				-	-	235.90	506.41
GEORGE BROS TERMITE & PEST CON	Pest Control Service	160.00				160.00	160.00	155.00
GLOBAL EQUIPMENT COMPANY INC.	Minor Equipment	1,429.29			-	1,429.29	1,783.54	-
GLOBAL PAYMENTS INTEGRATED	CC processing svs	1,417.69				1,417.69	917.53	1,269.86
GRAINGER	Maintenance Supplies	2,746.50				2,746.50	514.76	1,178.16
GREER COUNTY CHAMBER OF	Advertising			600.00		600.00	600.00	1,250.00
GREER COUNTY TREASURER	Property taxes				-	-	5,799.50	5,799.50
HAC INC	Dietary Supplies	413.00				413.00	580.80	453.16
HAMILTON MEDICAL INC.	Ventilator Supplies				-	-	688.32	1,887.92
HEALTH CARE LOGISTICS	Pharmacy Supplies	318.07				318.07	-	-
HEALTHSTREAM	Employee Training Purchased Service				-	-	-	841.75
HEARTLAND PATHOLOGY CONSULTANT	Lab Consultant	1,050.00				1,050.00	-	-
HENGST PRINTING	Pharmacy Supplies				-	-	-	61.00

VENDOR	Description	0-30	31-60	61-90	Over 90	3/31/2023	2/28/2023	1/31/2023
HENRY SCHEIN	Lab Supplies	1,797.05			-	1,797.05	5,759.54	1,089.98
HILL-ROM COMPANY, INC	Rental Equipment	3,560.20				3,560.20	5,333.55	5,333.55
IMPERIAL, LLC.-LAWTON	Dietary Purchased Service	204.30			-	204.30	136.20	136.20
INQUIREE LLC	RHC purch svcs	225.00				225.00	-	450.00
JANUS SUPPLY CO	Housekeeping Supplies, based in Altus	1,493.11				1,493.11	1,455.30	1,215.04
KCI USA	Rental Equipment				2,500.00	2,500.00	2,500.00	2,500.00
KING GUIDE PUBLICATIONS INC	Advertising				100.00	100.00	100.00	100.00
LABCORP	Lab purch svcs	6,662.06				6,662.06	6,808.34	21.40
LAMPTON WELDING SUPPLY	Patient Supplies	1,346.22				1,346.22	1,130.08	2,495.45
LANGUAGE LINE SERVICES INC	Translation service	130.00	150.85			280.85	260.00	130.00
LINET AMERICAS, INC.	Repairs/maintenance				1,480.00	1,480.00	1,480.00	1,480.00
LOCKE SUPPLY	Plant Ops supplies				58.63	58.63	-	199.86
LOWES	Supplies				-	-	-	789.17
MANGUM STAR NEWS	Advertising	442.50	60.00			502.50	354.00	318.00
MARK CHAPMAN	Employee Reimbursement				-	-	-	789.37
MARY BARNES, APRN	Employee Reimbursement	150.00				150.00	-	-
MCKESSON - 340 B	340B Drug supplies	32.07				32.07	-	-
MCKESSON / PSS - DALLAS	Patient Care/Lab Supplies	29,966.85				29,966.85	12,328.33	9,188.69
MEDICUS HEALTH DIRECT, INC	Minor Equipment				4,657.48	4,657.48	4,657.48	4,657.48
MEDLINE INDUSTRIES	Patient Care/Lab Supplies	15,897.77	51.79			15,949.56	6,781.15	-
MOUNTAINEER MEDICAL	Supplies				2,108.88	2,108.88	2,108.88	2,108.88
NATIONAL RECALL ALERT CENTER	Safety and Compliance				-	-	-	1,190.00
NEXTIVA, INC.	Phone Svcs	2,184.08				2,184.08	-	-
NP RESOURCES	1099 Provider	218.54				218.54	-	-
NUANCE COMMUNICATIONS INC	RHC purch svcs		246.00	123.00		369.00	369.00	246.00
OKLAHOMA BLOOD INSTITUTE	Blood Bank	2,356.70	3,309.83			5,666.53	3,309.83	-
OKLAHOMA HOSPITAL ASSOCIATION	OHA dues				-	-	14,507.00	-
OKLAHOMA MEDICAL LICENSURE	Credentialing				-	-	-	120.00
ORGANOGENESIS INC	Wound care supplies				-	-	-	2,700.00
ORTHO-CLINICAL DIAGNOSTICS INC	Lab purch svcs				1,203.96	1,203.96	1,203.96	1,203.96
PARA REV LOCKBOX	CDM purch svcs	1,959.00				1,959.00	-	2,909.00
PARTSSOURCE INC,	Lab repair/maint				-	-	-	1,422.73
PHARMA FORCE GROUP LLC	340B purch svcs	607.67			-	607.67	1,199.29	604.91
PHARMACY CONSULTANTS, INC.	340B purch svcs	2,530.00				2,530.00	2,530.00	-
PHILADELPHIA INSURANCE COMPANY	OHA Insurance				-	-	1,968.91	1,968.91
PHILIPS HEALTHCARE	Supplies	15.57				15.57	519.36	519.36
PRESS GANEY ASSOCIATES, INC	Purchased Service	710.08	710.08			1,420.16	1,420.16	1,420.16
PUCKETT DISCOUNT PHARMACY	Pharmacy Supplies				-	-	-	70.63
PURCHASE POWER	Postage Fees	100.00				100.00	-	-
R.B. AKINS COMPANY	ARPA Capital		25,600.00			25,600.00	25,600.00	-
RAMSEY AND GRAY, PC	Legal Fees				-	-	-	6,270.00
RESPIRATORY MAINTENANCE INC	Repairs/maintenance				2,210.00	2,210.00	2,210.00	2,210.00
REYES ELECTRIC LLC	COVID Capital				20,670.00	20,670.00	30,470.00	20,670.00
RICK'S LAWN SPRINKLERS LLC	Repairs/maintenance				-	-	153.90	-
ROCHE DIAGNOSTICS CORPORATION	Patient Supplies				-	-	-	2,314.00

VENDOR	Description	0-30	31-60	61-90	Over 90	3/31/2023	2/28/2023	1/31/2023
ROYCE ROLLS RINGER COMPANY	Minor Equipment			1,944.00		1,944.00	1,944.00	1,744.00
S & S WORLDWIDE	Supplies				-	-	147.66	147.66
SBM MOBILE PRACTICE, INC	1099 Provider				-	-	109.27	145.25
SCRUBS AND SPORTS	Employee Appreciation	745.70				745.70	-	-
SECURITY CHECK	Background check service				-	-	-	1,120.00
SEE THE TRAINER-BELLEVUE	Patient Supplies	18.95				18.95	29.90	-
SHERWIN-WILLIAMS	Supplies				(11.78)	(11.78)	(11.78)	(11.78)
SHRED-IT USA LLC	Secure Doc disposal service	2,486.61				2,486.61	2,525.16	2,328.56
SIZEWISE	Rental Equipment				-	-	8,643.14	8,643.14
SMAART MEDICAL SYSTEMS INC	Radiology interface/Radiologist provider	1,735.00	1,735.00	1,735.00		5,205.00	8,675.00	6,940.00
SMC DIRECT, LLC	Patient Supplies				-	-	-	580.81
SPACELABS HEALTHCARE LLC	Telemetry Supplies				-	-	500.21	500.21
STANDLEY SYSTEMS LLC	Printer lease	2,342.08				2,342.08	2,259.44	2,336.03
STAPLES ADVANTAGE	Office Supplies	1,719.13				1,719.13	508.42	-
STRYKER SALES CORPORATION	PM contract for ISTAT				-	-	-	1,200.00
SUMMIT UTILITIES	Utilities	3,875.10			59.02	3,934.12	5,099.49	5,264.20
SYSMEX AMERICA INC	Lab eq svcs contract				-	-	-	8,439.00
T & S LAWN SERVICES	Plant Ops Purch Svs	850.00				850.00	-	-
TANYA HEINE	Employee Reimbursement	17.52				17.52	-	-
TECUMSEH OXYGEN & MEDICAL SUPP	Patient Supplies	825.00	1,215.00	1,035.00		3,075.00	5,970.00	3,720.00
THE COMPLIANCE TEAM	RHC purch svcs				-	-	-	2,200.00
TOUCHPOINT MEDICAL, INC	Med Dispense Monitor Support				3,285.00	3,285.00	3,285.00	3,285.00
TRS MANAGED SERVICES	Agency Staffing-old				195,811.02	195,811.02	211,576.62	228,814.87
ULINE	Patient Supplies				-	-	1,574.58	1,574.58
ULTRA-CHEM INC	Housekeeping Supplies	355.05				355.05	-	1,504.91
US FOODSERVICE-OKLAHOMA CITY	Food and supplies	9,121.56				9,121.56	9,933.70	5,804.86
US MED-EQUIP LLC	Swing bed eq rental		1,254.68		1,116.87	2,371.55	897.85	-
VITAL SYSTEMS OF OKLAHOMA, INC	Swing bed purch service	2,565.00	5,985.00			8,550.00	9,405.00	4,275.00
WELCH ALLYN, INC.	Supplies				(628.66)	(628.66)	(628.66)	(628.66)
WOLTERS KLUWER HEALTH	Clinical Education	5,543.59				5,543.59	-	-
Vendor Subtotal		1,421,463.46	1,062,893.68	834,429.67	7,949,080.40	11,267,867.21	16,049,239.72	16,572,144.87
Reconciling Items:						Conversion Variance	13,340.32	13,340.32
						AP Control	12,147,250.65	16,928,623.16
						Accrued AP	164,438.19	490,457.86
						AHSO Related AP	(892,723.76)	(892,723.76)
						TOTAL AP	11,418,965.08	16,526,357.26
								16,893,909.59

VENDOR	Description	0-30	31-60	61-90	Over 90	3/31/2023	2/28/2023	1/31/2023
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AHSO Related AP	Description	3/31/2023
ADP INC	QMI Payroll Service Provider	4,276.42
ADP SCREENING AND SELECTION	QMI Payroll Service Provider	1,120.00
ALLIANCE HEALTH SOUTHWEST OKLA	Old Mgmt Fees	698,000.00
ELISE ALDUINO	1099 AHSO consultant	12,000.00
HEADRICK OUTDOOR MEDIA INC	AHSO Advertising	25,650.00
MEDSURG CONSULTING LLC	Equipment Rental Agreement	98,670.36
QUARTZ MOUNTAIN RESORT	Alliance Travel	9,514.95
AMERICAN HEALTH TECH	Rental Equipment-Old	22,025.36
C.R. BARD INC.	Surgery Supplies-Old	3,338.95
HERC RENTALS-DO NOT USE	Old Rental Service	7,653.03
IMEDICAL INC	Surgery Supplies-Old	1,008.29
MICROSURGICAL MST	Surgery Supplies-Old	2,233.80
MID-AMERICA SURGICAL SYSTEMS	Surgery Supplies-Old	3,607.60
NINJA RMM	IT Service-Old	2,625.00
COMPLIANCE CONSULTANTS	Lab Consultant-Old	1,000.00
SUBTOTAL-AHSO Related AP		892,723.76

Hospital Vendor Contract – Summary Sheet

1. ☐ Existing Vendor ☒ New Vendor

2. **Name of Contract:** Staffing Agreement

3. **Contract Parties:** Total Medical Personnel Staffing, LLC, Nationwide Nurses, LLC and Mangum Regional Medical Center

4. **Contract Type Services:** Staffing
 - a. **Impacted hospital departments:**
 - Clinical
 - Human Resources
 - Patient Care

5. **Contract Summary:**

Vendor will provide its employees for staffing on a temporary basis as requested by Hospital.

6. **Cost:** ☒ See Attachment or Exhibit C of Agreement

7. **Prior Cost:** \$0.00

8. **Termination Clause:** 30 days prior written termination notice required.
 - a. **Term:** 1 year. Agreement auto-renews for successive 1 year unless 30 days written notice is provided.

9. **Other:**



EXHIBIT C – Travel Rates

Metro	Mon 7am – Fri 6:59pm	Fri 7pm -Mon 6:59am
RN	\$63.95	\$65.95
RN Charge or Specialty	\$64.95	\$66.95
LPN	\$48.95	\$50.95
LPN Charge or Specialty	\$49.95	\$51.95
C M A	\$32.95	\$34.95
C N A	\$31.95	\$33.95
Private Duty/ Sitter	\$30.95	\$32.95

*See Exhibit B and Section 2.4 of this agreement regarding Recruiting Provider Employees and Buy-Out Terms.

Temp-to-Hire Program

Temp to Hire - Hourly Fee. Calculation: Associate @ 520 Hrs @ TMPS Bill Rate			
Example CNA:	TMPS Hourly Bill Rate	Avg. Weekly Bill Rate	Total # of Hours
	\$19.75	\$790.00	520.00

**Applies to any TMPS Associate who has worked PRN in the Client's facility. 520, 750 or 1040 Hours begins when Client requests that TMPS Associate rollover to Temp to Hire status*

Direct Hire Program

Direct Hire is a one-time fee. Calculation: Associate @ 40 hours x 52 weeks @ Client Pay Rate				
Example CNA: Client Pay Rate	40 Hours	Annual Salary	Fee Percentage	Placement Fee
\$10.00	\$400.00	\$20,800.00	25%	\$5,200.00



EXHIBIT C

Temporary COVID-19 Travel Rates

*Effective 5/10/20 these are the rates for facilities with confirmed positive COVID-19 cases. Once a facility has zero COVID-19 positive cases in their facility the rates will revert back to the original rates and these rates will expire. It will be the facilities responsibility to let the Provider know within 48 hours so we can make the appropriate adjustments to the bill rate.

Metro	Mon 7am – Fri 6:59pm	Fri 7pm -Mon 6:59am
RN	\$66.45	\$68.45
RN Charge or Specialty	\$67.45	\$69.45
LPN	\$51.45	\$53.45
LPN Charge or Specialty	\$52.45	\$54.45
A C M A	\$35.45	\$37.45
C M A	\$34.45	\$36.45
CNA/ Sitter	\$33.45	\$35.45

*See Exhibit B and Section 2.4 of this agreement regarding Recruiting Provider Employees and Buy-Out Terms.

Temp-to-Hire Program

Temp to Hire - Hourly Fee. Calculation: Associate @ 520 Hrs @ TMPS Bill Rate			
Example CNA:	TMPS Hourly Bill Rate	Avg. Weekly Bill Rate	Total # of Hours
	\$19.75	\$790.00	520.00

**Applies to any TMPS Associate who has worked PRN in the Client's facility. 520, 750 or 1040 Hours begins when Client requests that TMPS Associate rollover to Temp to Hire status*

Direct Hire Program

Direct Hire is a one-time fee. Calculation: Associate @ 40 hours x 52 weeks @ Client Pay Rate				
Example CNA: Client Pay Rate	40 Hours	Annual Salary	Fee Percentage	Placement Fee
\$10.00	\$400.00	\$20,800.00	25%	\$5,200.00

***This rate sheet serves as notice for the bill rate adjustment to begin 5/10/20 and does not require signature to be in-force. By continuing to request and accept shifts filled by Total Medical the facility acknowledges and accepts these terms.**



Staffing Agreement

THIS AGREEMENT made as of _____ by and between Total Medical Personnel Staffing, LLC, an Oklahoma limited liability company "Provider", Nationwide Nurses, LLC, an Oklahoma limited liability company "Provider", and, _____: hereto after referred to as "Client".

WHEREAS, Total Medical Personnel Staffing, LLC, and Nationwide Nurses, LLC are engaged in the business of providing temporary and direct hire placement services; and WHEREAS, Client desires to memorialize its Agreement to engage either or both companies to provide temporary help for Client at its facility. NOW, THEREFORE, in consideration of the promises, and of the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1. DUTIES OF TOTAL MEDICAL PERSONNEL SERVICES

- 1.1 Scope of Work: Provider shall supply to Client the services of Provider's employees on a temporary basis ("Temporary Employees") as requested by Client. Client shall use the services of Provider for the job categories set forth on Exhibit C, a copy of which is attached hereto and incorporated herein, at Client's facility in Oklahoma.
- 1.2 Selection and Background Checks: Provider shall recruit, interview, test, screen and orient all Temporary Employees to be assigned to Client's facility prior to their assignment at Client. Provider will complete an OSCN criminal background check on all personnel at no charge to Client.
- 1.3 Training: Provider can provide customized training programs for the Temporary Employees assigned to Client. Such training can be conducted at Provider's or Client's offices. Payment for such training shall be made by Client as mutually agreed upon.
- 1.4 Substance Abuse Testing: Provider shall at its own expense arrange for the substance abuse testing of any Temporary Employees assigned to Client's facility believed to be under the influence while performing duties at Client's facility.
- 1.5 Payroll: Provider agrees to assume full responsibility for paying the Temporary Employees, withholding and transmitting payroll taxes, making unemployment contributions, and responding to claims for unemployment and workers' compensation proceedings involving Temporary Employees.
- 1.6 Bill Rates: The parties agree that provider may adjust rate as necessary in order to ensure that Provider continues to be able to recruit and retain high quality employees. Provider will give 30 days' written notification of any changes to the contract. Bill rate adjustments may be either sent via email, digital signing services such as DocuSign, hand-delivered, or by certified mail.

2. DUTIES OF CLIENT

- 2.1 Payment for Services: Provider will invoice Client weekly for temporary or payroll services provided in accordance with this Agreement. Payment shall be due 30 days from the date of the invoice. A late fee of \$35 per invoice will be assessed for each 7 day period the invoice is past due. In the event a portion of any invoice is disputed, Client agrees to contact Provider immediately in writing to inform Provider of the dispute and Client and Provider shall work together to resolve any such dispute. In the event the invoice has not been paid within 30 days, Client agrees to pay all legal fees and expenses; including court costs and attorney fees associated with the litigation and collection of past dues invoices.

After 90 days of service, if all invoices are current, the client can request to modify their payment terms to be paid within 30 days. If accepted by both parties then payment will be due in 30 days. A late fee of \$35 per invoice then be assessed for each 30 day period the invoice is past due. In the event a portion of any invoice is disputed, Client agrees to contact Provider immediately in writing to inform Provider of the dispute and Client and Provider shall work together to resolve any such dispute. In the event the invoice has not been paid within 60 days, Client agrees to pay all legal fees and expenses; including court costs and attorney fees associated with the litigation and collection of past dues invoices.

Item 13.

2.2 Guarantee Hours:

- If Client retains any Total Medical Temporary Employee for a period of at least four (4) hours and fails to advise Provider of any complaints regarding the Temporary Employee; Client is responsible for paying all monies due for services performed by the Temporary Employee.
- Nationwide Nurses Travelers are contracted with a Minimum Weekly Hour Guarantee which will be outlined in the Traveler Confirmation document. Client agrees to pay for all guaranteed hours, including hours client cancels. In the event a Traveler cancels hours, client will not be billed for those hours. Client is responsible for paying all monies due for services performed by the Traveler.

2.3 No Payroll Transfers: Client acknowledges that Provider has incurred substantial recruitment, screening, training, administrative and marketing expenses with respect to Temporary Employees, and that the identity, telephone number, address, skills, qualifications, preferences and work history of the Temporary Employees constitute trade secrets of Provider. Accordingly, Client agrees not to directly or indirectly utilize, offer to hire, hire or engage as an independent contractor Temporary Employee assigned to Client by Provider during any such assignment and for a period of 180 days after completion of such assignment, except through Provider. Client also agrees not to permit such Temporary Employee to work on Client's premises through any other firm or while on the payroll of any other firm for a like period, without the express prior written consent of Provider. Client shall immediately notify Provider in writing of the completion or termination of a Temporary Employee's assignment.

2.4 In the event Client recruits a Provider's employee, Client agrees to one of the three options below. The forth option is a program that allows the Provider to assist the Client with hiring of hourly positions:

1. Program 1 Direct Hire: If Client recruits a Total Medical or Nationwide Nurses employee, Client agrees to reimburse Provider 25% of employee's annual wages.
2. Program 2 Temp to Hire (Advance notice from Client to prior to hiring Provider Employee): The moment the Client gives Total Medical notification of the intention to hire Provider's employee, the temp-to-hire clock starts. Registered Nurse and Respiratory Therapist must complete 1040 hours, Licensed Practical Nurse must complete 750 hours, CNA/ CMA/ PCA/ MA or any other position other than an RN, RT, or LPN must complete 520 hours. Once the associate has worked the above hour requirement from notification, Client may convert employee to Client's payroll, with no additional fee. Client must be current \$0.00 balance according to Duties of Client in Section 2. Payment of Services.
3. Program 3 Temp to Hire (No advance notice of Client hiring Provider Employee until after it has happened): The moment the Provider or the Client learns that the Provider's Employee has been hired by the Client, the temp-to-hire clock starts. To support this transition economically, Provider will move pay rate for Provider Employee to the pay rate Employee will receive once converting to Client's payroll. The mark-up will be reduced to 50% for the duration of the Temp-to-Hire period. Registered Nurse and Respiratory Therapist must complete 1040 hours, Licensed Practical Nurse must complete 750 hours, CNA/ CMA/ PCA/ MA or any other position other than an RN, RT, or LPN must complete 520 hours. Once the associate has worked the above hour requirement from notification, Client may convert employee to Client's payroll, with no additional fee. Client must be current \$0.00 balance according to Duties of Client in Section 2. Payment of Services.
4. Program 4 Payroll Program: All new hire candidates that are processed through the payroll program will be marked up at 50% of the determined wage set by the client. The new hire will complete 520 hours before rolling onto the client's payroll. Client may terminate the new hire at any time between 0-520 hours with no penalty assessed to the client. Client must be current \$0.00 balance according to Duties of Client in Section 2. Payment of Services.

2.5 Indemnification: The Client agrees to indemnify and hold harmless Provider and its managers, officers, directors, employees and agents from and against any and all claims, losses, costs, expenses, judgments, liabilities or claims for attorney's fees arising out of or resulting from: any negligence, wrongful acts or breaches of this Agreement by

the Client or a representative, agent, employee, officer or director of the Client. The Provider agrees to indemnify and hold harmless Client and its managers, officers, directors, employees and agents from and against any claims, losses, costs, expenses, judgments, liabilities or claims for attorney's fees arising out of or resulting from any negligence, wrongful acts or breaches of this Agreement by the Provider or a representative, agent, employee, manager, officer or director of the Provider. Both parties acknowledge that it will not have any right to indemnification as set forth in this Section 2.5 for any claims or causes of action that may be brought by the other party.

Item 13.

- 2.6 Limitation on Duties: Client agrees that it will not entrust Temporary Employees with unattended premises, cash, checks, negotiable instruments or other valuables without the prior written agreement of Provider, and then only under Client's direct supervision.
- 2.7 Equal Employment Opportunity: Client acknowledges that Provider is an Equal Employment Opportunity employer, and agrees that it shall not harass, discriminate against or retaliate against any Temporary Employee because of his or her race, national origin, age, sex, disability, marital status or other category protected by law, nor shall client cause or request Provider to engage in discrimination.
- 2.8 Time Sheets: Client's signature on Provider's time sheet certifies that the hours shown are correct, that the work was performed to the Client's satisfaction and authorizes Provider to bill Client for the hours worked by the named Temporary Employee. Client agrees that the representative who signs this Agreement is authorized to do so, that Provider may rely upon that signature as binding upon Client, and that time sheets submitted by facsimile transmission shall be accepted as valid for billing purposes.
- 2.9 Workplace Safety: Client agrees to supply a safe and suitable workplace for Temporary Employees, and shall be solely responsible for complying with applicable federal and state occupational safety and health laws and regulations, including training, supplying protective equipment and providing information, warnings and safety instructions

3. INDEPENDENT CONTRACTOR

- 3.1 The services which Provider shall render under this Agreement shall be as an independent contractor, and nothing contained in this Agreement shall be construed to create the relationship of principle and agent, or employer and employee, between Provider and Client.

4. INSURANCE COVERAGE

- 4.1 Provider shall provide workers' compensation insurance coverage for the Temporary Employees but Client retains the right to direct and control the work of the Temporary Employees. The parties agree to immediately notify each other of any injury or accidents or any claim for workers' compensation benefits involving the Temporary Employees assigned to Client's facility.
- 4.2 Provider shall furnish professional liability insurance for Provider, its agents and Personnel, with a liability limit of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate during the term of this Agreement.

5. CONFIDENTIALITY

- 5.1 Client's Confidential Information: Provider acknowledges that it, its staff employees and the Temporary Employees may be given access to or acquire information which is proprietary to or confidential to Client or its affiliated companies and their customers. Any and all such information obtained by Provider, its staff employees and the Temporary Employees shall be deemed to be confidential and proprietary information. Provider agrees to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purposes whatsoever other than providing of services to Client. Provider agrees to advise each of its staff employees and agents and the Temporary Employees of their obligations to keep such information confidential, and to require the Temporary Employees to enter into Confidentiality Agreements for the protection of Client.
- 5.2 Provider Confidential Information: Client acknowledges that during Provider's performance under this Agreement, Client may be given access to or acquire sensitive and Confidential Information of Provider as defined below, all of which provides Provider with a competitive advantage and none of which is readily available. Client agrees that during the term of this Agreement and any time thereafter it will not use or disclose to any person or company (except under the authority of Provider or if ordered to do so by a Court of competent jurisdiction) any Confidential Information obtained during the term of this Agreement for any reason or purpose. Client agrees that it will use due

care to prevent any unauthorized use or disclosure of such information. As used herein, Provider Confidential Information means: all information regarding Provider's Temporary and staff employees, including but not limited to their names, home addresses, telephone number, skills, qualifications, evaluations, related information.

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6. COOPERATION

- 6.1 The parties agree to cooperate fully and to provide any assistance necessary to the other party in the investigation of any complaints, claims, actions, or proceedings, which may involve or relate to Client, Provider or any Temporary Employee. The parties agree to promptly provide each other with copies of any summons, notices, subpoenas or other legal documents that involve or relate to Provider or any Temporary Employee assigned to Client.

7. TERM AND CANCELLATION BY EITHER PARTY

- 7.1 The term of this Agreement will be for one (1) year and thereafter will continue from year-to-year, and automatically renew annually until cancellation by either of the parties hereto upon thirty (30) days' written notice to the other. In addition, TMPs will have the right to immediately terminate this Agreement without cause at any time.
- 7.3 In the event the other party declares or becomes bankrupt, insolvent or discontinues operations, either party may terminate this Agreement upon 48 hours written notice. Provider reserves the right to discontinue assignment due to Client's failure to make timely payments as required by this Agreement.

8. MISCELLANEOUS

- 8.1 No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing and signed by the parties. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach hereof. Neither party's failure to exercise any of its rights hereunder shall constitute or be deemed a waiver or forfeiture of any such rights. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar) nor shall such waiver constitute a continuing waiver. No waiver of any provision of this Agreement will be implied from any course of dealing between the parties hereto. Any written waiver shall be effective only in accordance with its express terms and conditions.
- 8.2 Any provision or clause hereof which may be invalidated as prohibited by law shall be ineffective to the extent of such illegality; however, this shall in no way affect the remaining provisions of this Agreement, and this Agreement shall be interpreted as if such clause or provision were not contained herein.
- 8.3 This Agreement contains the entire understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof, and may be modified any in a writing executed by the parties.
- 8.4 To the extent necessary to provide Provider with the full and complete benefit of this Agreement, the provisions in this Agreement and the obligations of the Client hereunder shall survive the termination of this Agreement and shall not be affected by termination.
- 8.5 This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
- 8.6 There shall be no assignment or transfer of this Agreement, nor of any interest in this Agreement, unless by mutual consent of both parties in writing.

9. REMEDIES FOR BREACH

- 9.1 Actions: Client and Provider irrevocably consent and agree (and waive all rights otherwise) that jurisdiction and venue for any dispute or controversy arising between them or any person or entity in privity therewith, out of the transactions effected and relationships created pursuant to this Agreement, including any dispute or controversy regarding the formation, terms, or construction of this Agreement, regardless of kind or character shall lie in the Oklahoma County District Court of Oklahoma County or, in the case of federal jurisdiction, the United States District Court for the Western District of Oklahoma. The parties hereby agree and consent to waive trial by jury in any action or proceeding between the parties; and to accept service of process in accordance with the notice provisions set forth in this Agreement. This Agreement shall be interpreted and construed under and governed by the laws of the State of Oklahoma, without giving effect to any principals of conflicts of law.

10. FACILITY OBLIGATIONS:

Item 13.

- 10.1 The Client's facility (the "Facility") shall utilize assigned Personnel for the specific need requested. Facility agrees that if assignment or locations are changed to contact Provider immediately.
- 10.2 It shall be the responsibility of the Facility to furnish Provider with Facility information and policies pertaining to those items for which they will be accountable so that orientation of supplemental Personnel may be given.
- 10.3 Facility staff supervisors will assist Provider, on a continuing basis, with evaluation of Provider Personnel by providing performance information and/or access to clinical areas for observation by the Provider clinical director.
- 10.4 Facility shall allow Personnel utilized by the Facility to attend, on their own time, appropriate Facility staff development programs and training at the same cost as charged Facility employees for such training.
- 10.5 Facility will immediately inform Provider of any problems or incidents regarding Provider's Personnel and provide copies of all documentation regarding same within seventy-two (72) hours of such problems or incidents.
- 10.6 Facility will reimburse Provider for four (4) hours of Personnel service should Facility cancel requested Personnel for a shift less than two (2) hours before said shift is to begin. Facility reserves the right to utilize the Personnel for their services for a minimum of four (4) hours. Facility also understands that provider has a minimum four (4) hour shift, any shift scheduled less than four (4) hours will be billed a minimum of four (4) hours.
- 10.7 It is considered a late call when the Facility calls for Personnel less than two (2) hours before a shift is to begin. If the associate arrives late for the shift, the Facility will be billed the full shift, and the Personnel paid a full shift. Any additional hours that Personnel acquire beyond the shift will be billed to the Facility and paid to Personnel.
- 10.8 Agree and sign the "Hold Harmless" agreement as found in Exhibit A

11. PROVIDER OBLIGATION:

- 11.1 As required by law, Provider agrees not to discriminate in the treatment of Personnel on the basis of race, creed, color, national origin, gender, age, disability, citizenship status, or veteran status.
- 11.2 Upon request by Facility, Provider will assign as many such requested Personnel as are available for such assignments. Provider does not guarantee at any time that all requests or orders will be filled.
- 11.3 Provider shall only provide Personnel that meet qualifications and minimum experience for the requested position.
- 11.4 Provider shall maintain an employee file on each of its Personnel, which shall contain the following:

PRN Personnel:

- i. A completed application which includes skills, specialties and preferences.
 - ii. Employment verification, two references which reflect satisfactory performance.
 - iii. Documentation of special education or training.
 - iv. Vaccination record, including Hepatitis profile status, TB, rubella.
 - v. Verification of current license, registration or certification, as applicable.
 - vi. Dates of employment orientation.
 - vii. Job Description and Performance Evaluation where required.
 - viii. Pre-employment drug screen.
 - ix. OSHA, HIPAA and Fire Safety (Training and Testing).
 - x. Status of CPR and First Aide.
 - xi. OK Screen Oklahoma and National FBI fingerprinting and background check.
- 11.5 Provider shall provide orientation for all new Personnel, which will include facility information furnished by the Facility.
 - 11.6 Provider agrees that it will not solicit Facility employees for employment with Provider for the term of the contract.

11.7 Provider shall require as a condition of employment that all Personnel comply with all provisions of the licensing law under which she/he is licensed and with the regulations promulgated there under and that all personnel comply with and are bound by all regulations, policies, and procedures of general application to individuals (employed by, under contract with, having medical staff membership or clinical privileges) at the Facility as may be adopted and /or amended from time to time during the term of this Agreement, which regulations, policies and procedures may address administrative matters, patient care matters, legal compliance matters and other matters pertinent to Personnel obligations to the Facility, including any standards of conduct manual.

12. EMPLOYEE COMPENSATION

12.1 Pay Schedule. Provider's weekly pay period is Sunday 1st shift through Saturday 3rd shift. Provider's pay period is Sunday 1st shift through Saturday 3rd shift. Weekday rates begin on the First (1st) shift on Monday morning thru the Second (2nd) shift on Friday evening. Weekend rates begin on Friday night Third (3rd) shift or 7pm for 12 hour shift rotation thru the Third (3rd) shift on Sunday evening.

12.2 Holidays. Holiday rates will be billed at One and one-half (1-1/2) times the contract rate established in Exhibit C to this Agreement. Holiday rates begin on the 1st shift of the holidays listed below through the 3rd shift. The following holidays will be recognized: New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, Thanksgiving Day, Easter Sunday, Labor Day, Memorial Day, and Independence Day.

12.3 Overtime. Client acknowledges and agrees that in the event a non-exempt Temporary Employee works more than forty (40) hours in any work week as set forth in Section 12.1 - Pay Schedule, of this Agreement, that Temporary Employee is entitled to compensation at the hourly rate of time and one half (1- 1/2) for such overtime hours. Client agrees to reimburse Provider for all such overtime payments at One and one-half (1-1/2) times the contract rate established in Exhibit C to this Agreement which Provider pays to its Temporary Employees assigned to Client. In the event a non-exempt Temporary Employee works on a recognized Holiday as set forth in Section 12.2 – Holidays, of this Agreement, and has completed more than forty (40) hours in the work week, Provider will bill up to double time for hours completed in Overtime on a Holiday.

13. AUTHORITY

13.1 The person signing this Agreement on behalf of the Client hereby represents and warrants to Provider that he or she is authorized by the Client to execute this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by Provider and Client on _____.

PROVIDER:

Total Medical Personnel Staffing, LLC
7017 N Robinson Ave
Oklahoma City, OK 73116

Nationwide Nurses, LLC
7017 N Robinson Ave
Oklahoma City, OK 73116

CLIENT:

By: 

Name: Mike O'Keefe

Title: CEO

By: _____

Name: _____

Title: _____



EXHIBIT A

HOLD HARMLESS AGREEMENT

Unless the client has obtained prior written consent of Total Medical Personnel Staffing or Nationwide Nurses, the client agrees not to ask nor allow any employee of Total Medical Personnel Staffing or Nationwide Nurses to perform any of the following job related activities:

- a) Drive motor vehicles except as agreed to in job order specifications.
- b) Operate machinery, equipment, or devices of any kind unless the employee is trained and specifically authorized to operate, except for routine office equipment.
- c) Handle cash, jewelry, securities or other valuables of any kind, unless job order specifications require, and Total Medical Personnel Staffing or Nationwide Nurses has provided a bonded employee.
- d) Perform a procedure, treatment, operations, diagnosis, or other medical process for which the employee has not been specifically trained and/or experienced in, and possesses the necessary licenses, certifications, or credentials for.

If this prior written consent is not obtained, the client agrees to waive all rights to make a claim against Total Medical Personnel Staffing or Nationwide Nurses and also agrees to relieve Total Medical Personnel Staffing or Nationwide Nurses from all liability and responsibility for any damage, loss, or expense which the client incurs as a result of Total Medical Personnel Staffing or Nationwide Nurses employee engaging in such activities, and the client further agrees to indemnify and hold harmless Total Medical Personnel Staffing or Nationwide Nurses from and against all claims, damages, bodily injuries, losses and expenses which might be caused as a result of the Total Medical Personnel Staffing or Nationwide Nurses employee engaging in any of these activities.

Furthermore, the client agrees not to expose any of Total Medical Personnel Staffing or Nationwide Nurses employees to unnecessary hazard, or extra hazard, and not to violate any OSHA or safety law, rule or regulation whether federal, state or local. The client may be held liable as a result of their breach of this agreement.

Client Representative Signature

Date

A handwritten signature in black ink, appearing to read "Nancy Draper", is written over a horizontal line.

Total Medical Personnel Staffing

Date

Nationwide Nurses



EXHIBIT B

RECRUITING BUY-OUT AGREEMENT

Once a Provider Employee works at the Clients facility, the Provider Employee is ineligible to hire on directly with the Client for a minimum of 180 days, after the last shift worked with the Client facility.

Provider Employees are made aware of this commitment prior to their on-boarding, as a condition of employment. Occasionally, a Provider Employee will apply with the Client, without listing Provider as their previous Employer. Total Medical greatly values its relationship with you the Client. To alleviate any potential conflicts with the Client, Provider has 3 employment options for Client to choose from:

1. Program 1 Direct Hire: If Client recruits a Total Medical or Nationwide Nurses employee, Client agrees to reimburse Provider 25% of employee's annual wages.
2. Program 2 Temp to Hire (Advance notice from Client to prior to hiring Provider Employee): The moment the Client gives Total Medical notification of the intention to hire Provider's employee, the temp-to-hire clock starts. Registered Nurse and Respiratory Therapist must complete 1040 hours, Licensed Practical Nurse must complete 750 hours, CNA/ CMA/ PCA/ MA or any other position other than an RN, RT, or LPN must complete 520 hours. Once the associate has worked the above hour requirement from notification, Client may convert employee to Clients payroll, with no additional fee. Client must be current \$0.00 balance according to Duties of Client in Section 2. Payment of Services.
3. Program 3 Temp to Hire (No advance notice of Client hiring Provider Employee until after it has happened): The moment the Provider or the Client learns that the Provider's Employee has been hired by the Client, the temp-to-hire clock starts. To support this transition economically, Provider will move pay rate for Provider Employee to the pay rate Employee will receive once converting to Client's payroll. The mark-up will be reduced to 50% for the duration of the Temp-to-Hire period. Registered Nurse and Respiratory Therapist must complete 1040 hours, Licensed Practical Nurse must complete 750 hours, CNA/ CMA/ PCA/ MA or any other position other than an RN, RT, or LPN must complete 520 hours. Once the associate has worked the above hour requirement from notification, Client may convert employee to Clients payroll, with no additional fee. Client must be current \$0.00 balance according to Duties of Client in Section 2. Payment of Services.

Client Representative Signature

Date

Total Medical Personnel Staffing
Nationwide Nurses

Date



EXHIBIT C – Travel Rates

Metro	Mon 7am – Fri 6:59pm	Fri 7pm -Mon 6:59am
RN	\$63.95	\$65.95
RN Charge or Specialty	\$64.95	\$66.95
LPN	\$48.95	\$50.95
LPN Charge or Specialty	\$49.95	\$51.95
C M A	\$32.95	\$34.95
C N A	\$31.95	\$33.95
Private Duty/ Sitter	\$30.95	\$32.95

*See Exhibit B and Section 2.4 of this agreement regarding Recruiting Provider Employees and Buy-Out Terms.

Temp-to-Hire Program

Temp to Hire - Hourly Fee. Calculation: Associate @ 520 Hrs @ TMPS Bill Rate			
Example CNA:	TMPS Hourly Bill Rate	Avg. Weekly Bill Rate	Total # of Hours
	\$19.75	\$790.00	520.00

**Applies to any TMPS Associate who has worked PRN in the Client's facility. 520, 750 or 1040 Hours begins when Client requests that TMPS Associate rollover to Temp to Hire status*

Direct Hire Program

Direct Hire is a one-time fee. Calculation: Associate @ 40 hours x 52 weeks @ Client Pay Rate				
Example CNA: Client Pay Rate	40 Hours	Annual Salary	Fee Percentage	Placement Fee
\$10.00	\$400.00	\$20,800.00	25%	\$5,200.00



EXHIBIT C

Temporary COVID-19 Travel Rates

*Effective 5/10/20 these are the rates for facilities with confirmed positive COVID-19 cases. Once a facility has zero COVID-19 positive cases in their facility the rates will revert back to the original rates and these rates will expire. It will be the facilities responsibility to let the Provider know within 48 hours so we can make the appropriate adjustments to the bill rate.

Metro	Mon 7am – Fri 6:59pm	Fri 7pm -Mon 6:59am
RN	\$66.45	\$68.45
RN Charge or Specialty	\$67.45	\$69.45
LPN	\$51.45	\$53.45
LPN Charge or Specialty	\$52.45	\$54.45
A C M A	\$35.45	\$37.45
C M A	\$34.45	\$36.45
CNA/ Sitter	\$33.45	\$35.45

*See Exhibit B and Section 2.4 of this agreement regarding Recruiting Provider Employees and Buy-Out Terms.

Temp-to-Hire Program

Temp to Hire - Hourly Fee. Calculation: Associate @ 520 Hrs @ TMPS Bill Rate			
Example CNA:	TMPS Hourly Bill Rate	Avg. Weekly Bill Rate	Total # of Hours
	\$19.75	\$790.00	520.00

**Applies to any TMPS Associate who has worked PRN in the Client's facility. 520, 750 or 1040 Hours begins when Client requests that TMPS Associate rollover to Temp to Hire status*

Direct Hire Program

Direct Hire is a one-time fee. Calculation: Associate @ 40 hours x 52 weeks @ Client Pay Rate				
Example CNA: Client Pay Rate	40 Hours	Annual Salary	Fee Percentage	Placement Fee
\$10.00	\$400.00	\$20,800.00	25%	\$5,200.00

***This rate sheet serves as notice for the bill rate adjustment to begin 5/10/20 and does not require signature to be in-force. By continuing to request and accept shifts filled by Total Medical the facility acknowledges and accepts these terms.**

Hospital Vendor Contract – Summary Sheet

1. ☐ Existing Vendor ☒ New Vendor
2. **Name of Contract:** Participation Agreement and Quote
3. **Contract Parties:** MyHealth Access Network and Mangum City Hospital Authority
4. **Contract Type Services:** Health information exchange services
 - a. **Impacted hospital departments:**
 - IT
 - Compliance

5. **Contract Summary:**

According to the new Medicaid managed care bill, SB 1337, and the statewide health information exchange (HIE) bill, SB1369, all health care providers are required to be connected to the state-designated HIE (MyHealth Access) by July 2023.

MyHealth helps providers better monitor and improve care coordination, improve patient experience by making their whenever and wherever their care occurs, and improve quality care. With the statewide HIE, the state can vastly improve public health, care coordination, records exchange, and address care fragmentation and care gaps for providers.

By connecting to the MyHealth platform, the hospital will be able to meet the state-wide mandate.

6. **Cost:** ☒

MyHealth	Implementation one-time fees	
	MyHealth	CPSI (Hospital EMR)
\$758.92/month	\$0.00 (\$10,000 integration cost removed at this time. MyHealth recent proposed a Bill requesting the State to pay for the integration cost for all facilities in Oklahoma).	\$0.00 (\$10,000 implementation fee waived due to Cohesive corporate agreement with CPSI.)

7. **Prior Cost:** None.
8. **Termination Clause:** Written notification within 60 days prior to ending term.
 - a. **Term:** 1 year and auto-renews each year.
9. **Other:**



Order Form

Exhibit 1

P.O. Box 56
Tulsa, OK 74101
(918) 236-3434
MyHealth@MyHealthAccess.net

TO:

Mangum Regional Medical Center
1 Wickersham Drive
Mangum Oklahoma 73554

Monthly Participant Fee

Product	Description	Rate Basis	Rate	Units	Total
Base Participation Fee	Health Information Exchange Statute "Utilization" compliant product - Securely access patient records during and/or in support of patient treatment or health care operations. - Unlimited User Accounts to a live, secure, web-based portal available 24/7 with summary medical record on Oklahoma patients – as allowed by the MyHealth Access Network - Network Policies	Adjusted Patient Days	\$ 0.10588	7,168	\$ 758.92
Recurring Monthly Base Fee					\$ 758.92

Product	Description	Rate Basis	Rate	Units	Total
Queue: EMR Integrations with the state designated entity for HIE	Health Information Exchange Statute " Send data to" compliant product - Establish a direct, secure connection between the organizations EMR and the state designated entity for HIE - Receive data in the form and format as defined on the Office of the State Coordinator for HIE website. MyHealth's Integrations Queue allows you to elect to be added to our queue for data feed integration services without any upfront costs allowing you to capture any future funding that may become available. You will not be charged until it's your turn to start the integration process, at which time we will provide a quote for the feed build. No work will begin until an order form has been executed, giving you complete control and transparency over the process.	Per EMR Instance	Quote to be provided	Quote to be provided	Quote to be provided

Total Recurring Monthly Cost	\$ 758.92
-------------------------------------	------------------

Notes:

- Services may be discontinued and removed from Order Form with sixty (60) days advance notice in writing by Participant Organization to MyHealth of its intent to do so.
- The Term of Order Form shall begin on order form execution date and shall last until Participating Organization or MyHealth provides sixty (60) days advance notice in writing of its intent to terminate.
- Units used to calculate the base membership fee and analytics products elected will be recalculated annually. +/- 5% change in units will result in updated invoicing
- Analytics allowance cannot be redeemed for cash back. Credit Allowance only applied to the subscription of analytics products. .
- Fees quoted on this Order Form are guaranteed for 30 days.

Approved by (MyHealth):

Signature	Print Name	Date
-----------	------------	------

To accept this quotation, sign here and return:

Signature	Print Name	Date
-----------	------------	------

MyHealth Access Network Participation Agreement

This Participation Agreement, made as of _____, by and between the **MyHealth Access Network, Inc.** (“MyHealth”) and _____ (“Participant Organization”), makes Participant Organization a Participant in the MyHealth Access Network, and obligates both parties to comply with the MyHealth Participation Terms and Conditions (“Terms and Conditions”) and the MyHealth Privacy and Security Policies and Procedures, as they may be amended from time to time.

Participant Organization hereby acknowledges that it has received and reviewed a copy of the Terms and Conditions and the MyHealth Privacy and Security Policies and Procedures, and recognizes and acknowledges its rights and obligations as specified therein.

The Term of this Participation Agreement shall begin on Agreement’s effective date, and shall last until MyHealth or the Participant provides written notice of its intent not to continue in accordance Terms and Conditions.

MyHealth shall provide the MyHealth Services listed in Exhibit 1 (“Order Form”) to this Participation Agreement, with the corresponding fee schedules listed therein. This Exhibit is an essential part of this Participation Agreement. Exhibit 1 will be amended as requested in writing by Participant Organization, and as agreed in writing by MyHealth under the following terms:

- Additional services from Schedule 1.3 of the Terms and Conditions may become Selected Services in Exhibit 1 at any time with accompanying fees from Schedule 13.2, or as agreed upon in writing by both Parties, with accompanying agreed-upon service terms.
- Services may be discontinued and removed from Exhibit 1 with sixty (60) days advance notice in writing by Participant Organization to MyHealth of its intent to do so.
- MyHealth core subscription service shall not be considered optional, and may only be terminated with the termination of this Participation Agreement in accordance with the Terms and Conditions.

This Participation Agreement and the Terms and Conditions, together with any exhibits to either of them, shall represent the entire agreement between the Participant Organization and MyHealth, and shall supersede all previous negotiations and agreements, whether written or oral.

This Participation Agreement may be executed in any number of counterparts, each of which will be an original, but all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Participation Agreement as of the dates indicated below:

MYHEALTH ACCESS NETWORK, Inc.

("MyHealth")

PO Box 56

Tulsa, Oklahoma, 74101

By: _____

Print Name: Mike Reeves, COO

Date: _____

Notice:

If to the Business Associate:

MyHealth Access Network

P.O. Box 56

Tulsa, Oklahoma 74101

Attn: Compliance Officer

Email: privacy@myhealthaccess.net

Phone: 918-236-3434

PARTICIPANT ORGANIZATION

(Organization or Practice Name)

(Address)

(City, State, Zip)

By: _____

Print Name: _____

Date: _____

Notice:

If to Covered Entity:

Attn: _____

Email: _____

Phone: _____

MyHealth Participation Terms and Conditions

v1.4

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1. INTRODUCTION.

1.1 *Nature of Organization.*

MyHealth Access Network, Inc. (“MyHealth”), is an Oklahoma nonprofit corporation organized and operated exclusively for one or more purposes recognized as exempt from federal income taxation under section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

1.2 *Purposes.*

- a. MyHealth seeks to reduce the cost and improve the quality and efficiency of health care provided by the Participants through the electronic management and exchange of health information acquired or generated by them in providing, paying for, and reporting on patient care items and services.
- b. MyHealth is a health information exchange organization, which means it fulfills the goal to facilitate the electronic transmission, storage, and sharing of health information among participating providers of health care services, third-party payers for health care services, and other interested parties in a manner that complies with all applicable laws and regulations, including without limitation those protecting the privacy and security of health information.
- c. MyHealth supports various initiatives directed towards the development of cooperative, nationwide health information sharing. MyHealth pursues opportunities for building and strengthening health information technology infrastructure to increase the quality of care, and slow the growth of health care spending. MyHealth may continue to pursue projects to design and implement projects to develop community-wide clinical data sharing by developing a clinical information data exchange and projects supporting transitions of care, clinical decision support, and community-wide analytics. MyHealth may also choose to directly receive funding through grant contracts or awards from private foundations, the federal government, and others in support of its purposes identified in these terms.
- d. The intent of MyHealth and its Participants is to share information for purposes described in Section 1.3. Specifically, this Participation Agreement is intended to provide a collaborative framework consistent with HIPAA and other applicable law through which: (i) the parties can share information for treatment purposes of individuals seeking healthcare; (ii) MyHealth can conduct its operations as provided in this Agreement; and (iii) the parties can use the information for other purposes which have been authorized in compliance with Section 9. Any expansion beyond the purposes identified in this Section 1.2(d) must be approved by the Governing Body (see Section 12.6). Participants authorize MyHealth to use and disclose data generated and received for all such approved purposes in accordance with Section 10 herein. Consistent with these purposes, the goal of MyHealth is to receive data

from Data Suppliers (see Section 4.2) and provide access to such data to Data Recipients (see Section 4.2).

- e. As of March 2022, MyHealth contracted with the Oklahoma Health Care Authority to provide services necessary to facilitate the efficient implementation, operation, and administration of the statewide HIE network, and to serve as the state designated entity for health information exchange, as defined in 63 O.S. Section 1-133. This contract is renewable each year and it is MyHealth's intent to retain this status.

1.3 Description of Services.

MyHealth shall establish and operate a health information exchange and record locator service to assist the Participants in locating and sharing patient information ("MyHealth System" or "Network"). MyHealth shall make certain information-sharing and related services ("MyHealth Services") available to Participants as may be agreed upon between MyHealth and each Participant in the Participation Agreement Order Form described in Section 4.

1.4 Inter-Network Exchanges and Change or Termination of Services.

MyHealth may choose to participate in national networks such as eHealth Exchange, or link with other regional networks with approval of the Governing Body in accordance with Network Policies. Such decisions are subject to a Participant's right to terminate for objection as set forth in Section 4.7 and in the Network Policies. MyHealth may change, add, or discontinue one or more MyHealth Services, at any time in its sole discretion. Change or discontinuation of a services in use requires thirty (30) days advance written notice to the Participants utilizing such service.

2. DEFINITIONS.

2.1 Authorized User.

The term "Authorized User" shall mean an individual who has been authorized by a Participant, or by MyHealth in the case of MyHealth Workforce, to access PHI via MyHealth. See Section 5.1.

2.2 Business Associate.

The term "Business Associate" shall mean MyHealth Access Network, Inc. when, in accordance with the terms of this Participation Agreement, it engages in any activity or function that is regulated or restricted by the HIPAA, and involves the storage, utilization, or disclosure of PHI, including data analysis, utilization review, quality assurance, claims processing or administration, billing services, benefits management, research, and practice management services; and when it provides actuarial, consulting, management, administrative, accreditation or data aggregation, as that term is defined at 45 CFR §164.501.

2.3 Covered Entity.

The term "Covered Entity" shall mean the entity that is entering into this Agreement with MyHealth. In Section 10, the Covered Entity is the Participant.

2.4 *Data Supplier.*

The term “Data Supplier” shall mean a Participant approved to provide information to MyHealth for use through the MyHealth System by entering into a Participation Agreement with MyHealth. See Section 7.1.

2.5 *Data Recipient.*

The term “Data Recipient” shall mean a Participant approved to use the MyHealth System to obtain information by entering into a Participation Agreement with MyHealth, or an organization approved by the Governance Body who has entered into an appropriate agreement with MyHealth, in accordance with Policies and Procedures. See Section 6.1.

2.6 *Effective Date.*

The term “Effective Date” is defined in each Participant’s Participation Agreement.

2.7 *Healthcare Operations.*

The term “Healthcare Operations” shall have the meaning set forth in 45 CFR 164.501.

2.8 *HIPAA.*

The term “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder at 45 CFR Parts 160, 162, and 164 and any amendments thereto.

2.9 *Individual.*

The term “Individual” shall mean the same as the term “individual” as defined in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

2.10 *Limited Data Sets.*

The term “Limited Data Set” shall mean PHI that excludes all direct identifiers of an Individual or of all relatives, employers, or household members of the Individual that are required to be removed pursuant to 45 CFR §164.514(e).

2.11 *MyHealth.*

The term “MyHealth” is defined in Section 1.1 and means MyHealth Access Network, Inc.

2.12 *MyHealth Services.*

The term “MyHealth Services” is defined in Section 1.3.

2.13 *MyHealth System.*

The term “MyHealth System” is defined in Section 1.3.

2.14 *Network.*

The term “Network” is defined in Section 1.3.

2.15 *Payment.*

The term “Payment” shall have the meaning ascribed to it by 45 CFR 164.501.

2.16 *Participant.*

The term “Participant” shall mean an organization approved to act as a Data Supplier and/or as a Data Recipient by entering into a Participation Agreement with MyHealth.

2.17 Participation Agreement

The term “Participation Agreement”, means the document signed by an organization and by MyHealth, which incorporates these Terms and Conditions, and that establishes an organization as a Participant. Similarly, the term “Agreement” means the document signed by an organization and by MyHealth which is approved by the Governing Body under the Policies and Procedures that authorizes the organization to send and/or receive data through the Network.

2.18 Policies and Procedures.

The term “Policies and Procedures” shall mean the policies and procedures created and maintained by MyHealth as described in Section 3 of this Agreement.

2.19 Protected Health Information (“PHI”).

The term "Protected Health Information" and the abbreviation "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the individually identifiable health information created or received by Business Associate from or on behalf of Covered Entity. This term shall include Electronic Protected Health Information ("EPHI"), which is further defined as PHI that is transmitted by "electronic media" (as that term is defined at 45 CFR § 160.103) or that is maintained in any form of electronic media.

2.20 Reserved.

2.21 Research.

The term “Research” shall mean a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge.

2.22 State.

The term “State” shall mean the State of Oklahoma.

2.23 Treatment.

The term “Treatment” shall have the meaning ascribed to it by 45 CFR 164.501.

2.24 Trusted Holder.

The term “Trusted Holder” shall mean the role of MyHealth when it is the holder of information for the purpose of storing it on behalf of Participants and when it is not the legal owner of the information. See Section 10.3.b.iv.

2.25 Workforce.

The term “Workforce” shall mean employees, students/trainees, volunteers, contractors, and other individuals under the direct control of a Party, whether or not they are paid and whether their access to the MyHealth System is temporary or long-term.

3. POLICIES AND PROCEDURES.

3.1 Generally.

The Policies and Procedures shall apply to the operation of the MyHealth System, the provision of MyHealth Services, and the relationships among MyHealth and Participants. MyHealth and each Participant agrees to comply with all Policies and Procedures applicable to it.

3.2 Development and Dissemination; Amendments.

MyHealth is solely responsible for the development of the Policies and Procedures, and may amend, or repeal and replace, the Policies and Procedures at any time through the Governing Body processes referenced in Section 12.6. Each Participant will have the right to request reconsideration of a change and/or terminate its Participation Agreement as provided in Section 4.7 (Reconsideration or Termination). MyHealth shall provide written notice to all Participants of any changes to the Policies and Procedures consistent with the notice provisions provided in this document at least thirty (30) days prior to the effective date of the change. However, if the change is required in order for MyHealth and/or Participants to comply with applicable laws or regulations, MyHealth may implement the change within a shorter period of time as MyHealth determines appropriate under the circumstances. MyHealth shall notify Participants immediately in the event of a change required to comply with applicable laws and regulations. Policies and Procedures will be posted on the MyHealth website and will be updated from time to time.

4. PARTICIPATION REQUIREMENTS.

4.1 Application Required.

Only organizations approved by the Governance Body in accordance with Policies and Procedures shall be permitted to access MyHealth Systems and use MyHealth Services. A Participant may participate as a Data Supplier, a Data Recipient, or as both, as described in this Section. A Participant may be permitted to use some or all MyHealth Services, as approved pursuant to that Participant's Participation Agreement.

4.2 Application for Participation

Before an organization or individual may enter into a Participation Agreement, it must be invited by the MyHealth Governing Body, or submit a written application for participation ("Application") as described in this Section 4.2. A Participation Application shall include:

- a. Organization's or individual's identifying information (name, address, officers, business description), status with regards to participating in government programs and contractual arrangements, service population and service area;
- b. Whether the Participant would be a Data Supplier, a Data Recipient, or both (subject to options available to the Participant under the Policies and Procedures corresponding to its Participant Type as referenced in Section 4.3 below);
- c. If the Participant is registered as a Data Recipient, which of MyHealth Services the Participant wishes to use; and
- d. Such other information as MyHealth may deem appropriate under its Policies and Procedures.

4.3 *Review of Applications.*

MyHealth shall review each Application, conduct any related evaluation activities, and approve or disapprove each Application in accordance with the Policies and Procedures and as MyHealth determines in its sole discretion, in compliance with applicable law, and under the direction of the Governing Body.

4.4 *Acceptance of Application.*

An applicant shall not be permitted to access MyHealth System and use MyHealth Services until it has entered into a Participation Agreement with MyHealth or has been otherwise approved by the Governance Body in accordance with Policies and Procedures..

4.5 *Compliance with Policies and Procedures.*

MyHealth and each Participant shall comply with all applicable provisions of the Policies and Procedures in effect from time to time as applicable to them. MyHealth may make exceptions to the Policies and Procedures with respect to a Participant at MyHealth's sole discretion, as long as any such exceptions do not otherwise conflict with the terms of the Agreement and are approved through the Governing Body processes referenced in Section 12.6.

4.6 *Changes to Policies and Procedures.*

MyHealth may amend or repeal and replace the Policies and Procedures at any time upon notice to the Participants as provided in Section 3.2 (Development and Dissemination; Amendments). Subject to Section 4.7 below, and applicable law, any such change to the Policies and Procedures shall be legally binding upon MyHealth and Participants, as of the effective date of the change.

4.7 *Request for Reconsideration or Termination Based on Objection to Change.*

If a change to the Policies and Procedures described in Section 4.6 affects a material right or obligation of a Participant under that Participant's Participation Agreement, and the Participant objects to that change, that Participant may, within thirty (30) days following MyHealth's notice of the change to Participant, (a) make request to the Governing Body for reconsideration noting the reasons for the Participant's objection; or (b) terminate its Participation Agreement by giving MyHealth written notice thereof. The change objected to will not be implemented with respect to the objecting Participant prior to resolution of a requested reconsideration or to the effective date of termination under this section, unless such change was required in order for MyHealth and/or Participants to comply with applicable laws or regulations.

a. Request for Reconsideration.

In the event of a request for reconsideration, the Governing Body shall review the request and make a determination thereon within thirty (30) days of its receipt of the request. The determination must be finalized and shall be conveyed in writing to the Participant within five (5) business days of becoming final.

b. Termination Based on Objection.

If Participant chooses not to request reconsideration, or is still unsatisfied after reconsideration, it may terminate its Participation Agreement by giving MyHealth written notice of termination pursuant to this Section 4.7. Such termination will be effective upon receipt of the notice.

5. AUTHORIZED USERS.

5.1 *Participant's Authorized Administrator.*

In accordance with the Policies and Procedures, Participant shall designate an Authorized Administrator which may be an individual, a group of individuals, or MyHealth. The Authorized Administrator is responsible for administering Authorized User accounts for that Participant. Each Authorized Administrator shall establish a unique identifier for each Authorized User, then determine and maintain associated roles for each Authorized User based on the responsibilities of that Authorized User. The Authorized Administrator is also responsible for terminating Authorized User access when an Authorized User leaves the Participant's Workforce.

5.2 *Passwords.*

The Authorized Administrator is responsible for enforcing the Participant's policies with respect to the frequency of password changes and password complexity. Authorized Users' accounts for accessing the MyHealth System will be subject to the security requirements established in the Policies and Procedures.

5.3 *No Use by Other than Authorized Users.*

Participant agrees to restrict access to the MyHealth System and, if applicable, use of MyHealth Services, to only Authorized Users.

5.4 *Responsibility for Conduct of Participant, MyHealth, and Authorized Users.*

To the extent allowed by law, Participants are responsible for acts and omissions of the Participant and its Workforce, and MyHealth is responsible for the acts and omissions of MyHealth and its Workforce. To the extent allowed by law, each Party shall be responsible for the acts or omissions of all other individuals who access the MyHealth System and/or use MyHealth Services either through the Party or by use of any password, identifier, mechanism, or log-on received or obtained from the Party or any of the Party's Authorized Users.

6. DATA RECIPIENTS' RIGHTS AND OBLIGATIONS.

6.1 *Grant of Rights.*

MyHealth grants to each Data Recipient, and each Data Recipient by entering into the Participation Agreement accepts, a non-exclusive, nontransferable (except as permitted herein), limited right to access and use, and allow its Authorized Users to access and use, MyHealth System and MyHealth Services consistent with the Data Recipient's Participation Agreement, subject to the Data Recipient's full compliance with the Participation Agreement. MyHealth retains all other rights to MyHealth System and all components thereof. No Data Recipient shall obtain any rights to MyHealth System except for the limited rights to use MyHealth System expressly granted by the Participation Agreement.

6.2 *Permitted Uses.*

A Data Recipient may use MyHealth System and MyHealth Services only for the permitted uses described in the Participation Agreement.

6.3 *Prohibited Uses.*

Without limiting the prohibition against any use not permitted under Section 6.2 above, a Data Recipient shall specifically not use or permit the use of MyHealth System or MyHealth Services

for any prohibited use described in the Agreement, the Policies and Procedures, or described below.

a. No Services to Third Parties.

Data Recipient agrees to limit its use of MyHealth System and MyHealth Services only for the Data Recipient's own needs, and shall not allow access to any third parties, except Authorized Users, or use any part of MyHealth System or MyHealth Services to provide separate services or sublicenses to any third party, including without limitation providing any service bureau services, data processing services, or equivalent services to a third party.

b. No Use for Comparative Studies.

Data Recipient shall not use the data of other Participants (i) to compare or analyze the performance of other Participants, or (ii) otherwise utilize data of other Participants for purposes not expressly approved under the Agreement or by the Governing Body.

Access to datasets containing PHI on multiple Individuals will only be provided in accordance with one or several policies approved by the Governing Body that identify relationships between Individuals and Participants with their Workforces.

c. Marketing.

Data Recipient shall not use MyHealth System or any MyHealth Services for purposes of marketing health services or products as defined in 45 CFR 164.501.

7. DATA SUPPLIERS' RIGHTS AND OBLIGATIONS.

7.1 *Grant of Rights by MyHealth.*

MyHealth grants to each Data Supplier, and each Data Supplier by entering into the Participation Agreement accepts a non-exclusive, nontransferable (except as permitted herein), limited right to have access to and to use, and for its Authorized Users to have access to and to use, MyHealth System for the purpose of complying with the obligations described in this Section 7 (Data Supplier's Rights and Obligations), subject to the Data Supplier's full compliance with this Participation Agreement. MyHealth retains all other rights to MyHealth System and all the components thereof. No Data Supplier shall obtain any rights to MyHealth System except for the limited right to use MyHealth System expressly granted by the Participant's Participation Agreement.

7.2 *Provision of Data.*

Each Participant may provide the data described in and required by its Participation Agreement. To the extent permitted by law, each Participant represents and warrants that, to the best of its knowledge, storing data, including without limitation PHI, on MyHealth System does not violate any rights, including, without limitation, copyrights of any third parties. MyHealth and Participant acknowledge that each Participant continues to own its data, that MyHealth holds the data on behalf of each Participant as a Trusted Holder, and that MyHealth has no ownership

rights in the data. Notwithstanding, in the event a Participant's participation in the MyHealth System terminates for any reason, the terminating Participant acknowledges that any Participant who properly accessed any such data in accordance with the terms of its Participation Agreement, may retain such data after termination.

7.3 Measures to Assure Accuracy of Data.

Each Data Supplier shall use reasonable efforts to ensure that all data, including (without limitation) PHI, it provides to MyHealth System is accurate, free from serious error, reasonably complete, and provided in a timely manner.

7.4 License and Limitations on Use of PHI.

The Data Supplier grants to MyHealth a fully-paid, worldwide, non-exclusive, royalty-free right and license (a) to sub-license and/or otherwise permit other Participants to access through MyHealth System and use all PHI provided by the Data Supplier pursuant to the Participation Agreement and corresponding Governing Body direction, and (b) to the extent permitted by HIPAA, other applicable laws and the Agreement, to use such PHI to carry out MyHealth's duties under the Participation Agreement, including without limitation system administration, testing, problem identification and resolution, management of MyHealth System, research in compliance with Section 9, and otherwise as MyHealth determines is necessary and appropriate to comply with and carry out its obligations under all applicable federal, state and local laws and regulations and grant agreements. MyHealth shall also have such right and license with respect to data other than PHI submitted by Participants, subject to any express limitations pertaining to such data contained in the Participation Agreement.

8. ACCESS PROVIDED BY MyHealth.

8.1 Description.

MyHealth shall provide to each Participant access to the MyHealth System via a web browser in accordance with the Policies and Procedures established by MyHealth from time to time.

8.2 Grant of License.

MyHealth grants to each Participant a non-exclusive, personal, nontransferable, limited license to use MyHealth System and, if the Participant is a Data Recipient, for the purpose of obtaining MyHealth Services. To the extent MyHealth's license or rights in any software are subject to an agreement with or grant from any third party, the license and rights received by the Participant are expressly subordinate and limited to the extent of such license and rights of MyHealth received from the third party. If, for any reason, the license or rights of MyHealth provided by a third party are limited or terminated, the rights of the Participant shall also be so limited or terminated. MyHealth represents and warrants that it will have an appropriate valid license with such third party and authority to sublicense to Participant. MyHealth will notify Participant in writing if any of Participant's rights regarding access is limited or terminated.

8.3 Copying.

The Participant shall not, without MyHealth's prior written consent, copy any of the software.

8.4 *Modifications; Derivative Work.*

Participant shall not modify, reverse engineer, decompile, disassemble, re-engineer or otherwise create or permit or assist others to create or access the MyHealth System, or to create any derivative works from the MyHealth System. The Participant shall not modify the MyHealth System or combine the MyHealth System with any other software or services not provided or approved by MyHealth.

8.5 *Third-Party Software and/or Services.*

The MyHealth System may include certain third-party software and services, which may require that a Participant wishing to utilize the software or services enter into separate subscription, licensing or other agreements with third-party vendors, or which may be open-source. Each Participant wishing to utilize the software or services shall execute such agreements approved by the Governing Body and reasonably acceptable to Participant as may be required for the use of such software or services, and to comply with the terms of any license or other agreement held by MyHealth from third parties, and any open-source or similar licenses, relating to third-party products. Nothing in this provision shall prevent MyHealth from entering into any agreement approved by the MyHealth Governing Body, provided such agreement is consistent with these Terms and Conditions.

8.6 *Open-Source Software.*

Nothing in the Policies and Procedures shall be construed to limit any use of open-source software in accordance with the applicable open-source software license (if any).

8.7 *Infringement Indemnity.*

a. Infringement Indemnity.

MyHealth shall indemnify, defend and hold Participant harmless against all threatened or actual claims, causes of action, disputes, damages, costs, charges and expenses, including attorneys' fees and costs arising from or related to any third party claim that the MyHealth System and/or MyHealth Services infringe a patent, copyright, trade secret or other intellectual or proprietary right of any third party. Participant shall (a) promptly notify MyHealth in writing of the claim; (b) grant MyHealth sole control of the defense and settlement of the claim (Participant may, at its own expense, assist in the defense if it so chooses, subject to MyHealth's control or defense and settlement negotiations); and (c) provide MyHealth, at MyHealth's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim.

b. Exclusions.

MyHealth will have no liability for any infringement or misappropriation claim of any kind to the extent it results from: (a) modification of any MyHealth System product or any MyHealth Services made by any party other than MyHealth; (b) the combination, operation or use of the MyHealth System or MyHealth Services with software, equipment or devices not supplied or authorized by MyHealth; (c) Participant's failure to use updated or modified MyHealth System or MyHealth

Services provided by MyHealth to avoid a claim; or (d) MyHealth's compliance with designs, plans or specifications furnished by or on behalf of Participant.

c. **Sole Remedy.**

The foregoing provisions of this Section 8.7 set forth MyHealth's sole and exclusive obligations, and Participant's sole and exclusive remedies, with respect to infringement or misappropriation of intellectual property rights of any kind, unless otherwise provided by law.

9. CREATING, USING, AND DISCLOSING PHI FOR RESEARCH

9.1 *Review of Research Requests.*

- a. MyHealth, from time to time, may act as Participants' Business Associate for purposes of reviewing requests for the use and disclosure of data submitted to MyHealth for research purposes. When MyHealth reviews a research proposal or project for the use of PHI, MyHealth will verify the identity of the person or entity requesting the PHI and also verify the authority under which the request for PHI is made.
- b. Any research proposal that MyHealth reviews that proposes to use all or any subset of the PHI must contain at least: (a) the name(s) of the sponsor(s) of the research and the name(s) of any institution(s) under whose auspices the sponsor(s) is working; (b) the specific question to be addressed by the research (no researcher shall be permitted to access the PHI without identifying a targeted goal for the research); (c) the PHI to which access is requested; (d) the proposed use of said PHI; (e) whether the research will require the identification of specific patients; (f) whether the research will require the identification of specific Participants; (g) any proposed publication of the results of the research; and (h) the means for protecting the confidentiality of the PHI.
- c. MyHealth shall require third parties to warrant that research publications arising from the use of PHI under this Section 9 will contain only aggregate data and will not directly or indirectly identify any patient whose PHI is received pursuant to this Agreement unless a specific authorization to do so is obtained from a patient.
- d. In no event will MyHealth allow PHI to be disclosed for research projects that have the effect of comparing the Participants (such as individual Participant outcomes, Participant financial information, or charges to patients or third-party payors and similar reimbursement data) without specific written approval from each of the institutions involved or unless such comparisons are an implicit component of a research project that complies with the provisions of Section 9.2(a).

9.2 *Research By MyHealth or Third Parties.*

- a. *General Rule - Approvals Required.* Except as otherwise provided below in this Section 9.2, any use or disclosure of the PHI (whether in identified or de-identified form) for research shall be proposed to MyHealth and approved by: (1) an Institutional Review Board designated or approved by MyHealth and (2) the Research Subcommittee (except as provided below). Prior to allowing the use of PHI of a Participant supplied to MyHealth for research purposes, a Participant may require that the project be subjected to the review of an Institutional Review Board of its own choice. A Participant may decline to allow PHI it supplied to be used for a particular study, but that shall not preclude the use or disclosure of the remaining Participants' submitted PHI for such project. At the request of the Governing Body, the Research Subcommittee shall provide reports of the research disclosures approved by the Research Subcommittee pursuant to this Section; however, the reports provided by the Research Subcommittee to the Governing Body are for informational purposes only. The Parties agree that PHI may be used and disclosed, consistent with the appropriate Institutional Review Board approval, after approval by the Research Subcommittee which shall be organized and administered as follows:
 - i. Each Participant will be entitled to be represented by an individual on the Research Subcommittee. Each Participant shall specifically identify the individual it desires to represent it on the Research Subcommittee and this individual shall be known as the Participant's Designated Research Representative. Such Designated Research Representative shall have full authority to act on behalf of the Participant with regard to duties assigned to the Research Subcommittee. MyHealth shall also be represented by an individual to serve on the Research Subcommittee. All research proposals or requests shall be provided to the Research Subcommittee and voted on by the Designated Research Representatives. The Research Subcommittee will meet or confer from time to time, in person or electronically (at its discretion), to consider and render a decision as to any research proposals presented to MyHealth. MyHealth shall be able to fully rely on the actions and representations of a Participant's Designated Research Representatives or any proxy representative that the Participant chooses to send to a meeting or communicate with MyHealth, and shall be fully protected in such reliance.
 - ii. Each Participant and MyHealth shall be entitled to exercise one vote through its Designated Research Representative on decisions facing the Research Subcommittee. If the Research Subcommittee approves a research proposal, the research proposal shall be proposed to the Governing Body for approval. If a proposal is approved by the Governing Body, the Participants whose submitted PHI must be used in the research proposal retain the right to exercise control over the use or nonuse of Participant's PHI.

- b. *No Further Approvals Required - Independent Agreements Between Participants and MyHealth.* If MyHealth has entered into, or enters into, any other agreement with one or more Participants that complies with HIPAA with regard to the research uses and disclosures of the Participant's own PHI stored in MyHealth, the provisions of such an agreement shall govern the use and disclosure of that Participant's PHI and the approvals required by Section 9.2(a) shall not be required.
- c. *No Further Approvals Required - Preparatory to Research and Decedents' Research.* MyHealth (as Participants' Business Associate) may, and the Participants (as Covered Entities) hereby delegate the authority to MyHealth to, authorize the use or disclosure of PHI (whether in identified or de-identified form) for research projects without further approval from Participants under Section 9.2(a), if the research projects meet the following criteria (provided that all HIPAA requirements regarding research have been met, including, but not limited to, the guidelines set forth in Section 9.3):
- i. MyHealth may use or disclose identifiable PHI for reviews preparatory to research (consistent with 45 CFR § 164.512(i)(1)(ii); and
 - ii. MyHealth may use and disclose identifiable PHI for research on decedent's information (consistent with 45 CFR § 164.512 (i)(I)(iii).

MyHealth reserves the right to require a waiver of authorization from an Institutional Review Board acceptable to MyHealth. At the request of a Participant, MyHealth shall provide reports of the research disclosures made pursuant to this Section.

- d. *No Further Approvals Required - Certain Disclosures of De-identified Information and Limited Data Sets.* MyHealth (as Participants' Business Associate) may, and the Participants (as Covered Entities) hereby delegate the authority to MyHealth to, authorize the use or disclosure of PHI that has been de-identified in accordance with HIPAA or Limited Data Sets to any entity that has obtained an approval from an Institutional Review Board acceptable to MyHealth for the use of PHI that has been de-identified in accordance with HIPAA or Limited Data Sets in connection with a research project. Further, MyHealth may use or disclose PHI that has been de-identified in accordance with HIPAA or Limited Data Sets without further approval from a Participant if such PHI that has been de-identified in accordance with HIPAA or Limited Data Sets are included in classes or categories of queries that are approved by the Governing Body or an Institutional Review Board acceptable to MyHealth. At the request of a Participant, MyHealth shall provide reports of the research disclosures made pursuant to this Section.

9.3 Guidelines for Using and Disclosing PHI.

When a research project has been approved pursuant to Section 9.2, MyHealth shall act as the Participants' Business Associate for purposes of disclosing the PHI to the researchers. MyHealth shall use the following guidelines when using or disclosing PHI or de-identified data:

- a. *Initial Determination of Scope of PHI To Be Disclosed.* For each research project, MyHealth shall make a threshold determination of whether the minimum necessary use or disclosure of PHI to comply with the request involves the use or disclosure of identifiable PHI, a Limited Data Set, or PHI that has been de-identified in accordance with HIPAA. In making this threshold determination and when further disclosing PHI in connection with the research project, MyHealth may rely on and adopt the determination of an Institutional Review Board as to the scope of the minimum necessary disclosure for the research project. If a research disclosure is made pursuant to an Individual's authorization, the scope of the authorization shall constitute the minimum necessary disclosure. In the event MyHealth determines it is necessary to disclose the entire subset of PHI on the Network concerning an Individual to comply with the research request, MyHealth will document the justification for releasing the entire subset of PHI. An Institutional Review Board's determination that the entire subset of PHI on the Network is necessary, or an Individual's authorization, shall constitute such documentation.
- b. *Conditions For Disclosing Individually Identifiable Health Information.* If PHI is requested for a research project, MyHealth shall not use or disclose the PHI unless: (A) authorizations that comply with the HIPAA allowing the use or disclosure of the PHI for the specific research purpose are obtained or have obtained from all Individuals whose Information will be used or disclosed; or (B) a waiver of the authorization is obtained from an appropriate Institutional Review Board or Privacy Board in accordance with 45 CFR § 164.512(i). Notwithstanding the foregoing, MyHealth may use or disclose identifiable PHI for reviews preparatory to research (consistent with 45 CFR § 164.512(i)(1)(ii) and for research on decedent's information (consistent with 45 CFR § 164.512 (i)(1)(iii) without an authorization or the waiver thereof; provided that the use or disclosure of the PHI is consistent with the minimum necessary standard of the HIPAA. This Section 9.4(b) shall not apply to information in a Limited Data Set or de-identified information.
- c. *Conditions For Disclosing Limited Data Sets.* If a Limited Data Set is requested for a research project, MyHealth shall not use or disclose the PHI unless MyHealth, on behalf of the affected Covered Entity Participants, obtains a "Data Use Agreement" from the individual or entity using the Limited Data Set or to which the Limited Data Set will be disclosed, which is acceptable to the Covered Entity Participants. Such Data Use Agreement shall comply with the requirements of 45 CFR § 164.514(e). MyHealth further agrees to maintain copies of all Data Use Agreements related to Covered Entity Participants' submitted PHI and to forward same to the Covered Entity upon request.

- d. *Conditions For Disclosing PHI that Has Been De-Identified.* If PHI that has been de-identified in compliance with HIPAA is to be used or disclosed, MyHealth shall act as Covered Entities' Business Associate for purposes of de-identifying the PHI and shall ensure that no health data that is used or disclosed identifies an Individual and that there is no reasonable basis to believe that the de-identified information can be used to identify an Individual. All de-identification of PHI shall be conducted in compliance with 45 CFR § 164.514(a)-(c).

9.4 Involvement of Participant Investigator in Research.

As a condition of approval of a research project not conducted by MyHealth, any sponsor of research using all or any subset of the PHI shall be required to invite an investigator from any Participant whose PHI is used in the research and an investigator from MyHealth to participate in the research project.

9.5 Access to Network by Researchers.

No researcher, other than MyHealth, shall have direct access to PHI on the Network (although access to de-identified information and Limited Data Sets may be permitted if allowed under Section 9.2 and 9.3). PHI that is requested by researchers other than MyHealth shall be retrieved by representatives of MyHealth. Any use of the PHI for research by MyHealth shall be limited to the purpose of the research as approved or allowed by Section 9.2.

9.6 Cooperation by Participants' in Network Evaluations.

The Participants agree to cooperate in studies conducted from time to time by the MyHealth related to various issues surrounding the Network, including, but not limited to, the efficacy and usefulness of the Network. Such cooperation by the Participants may include, but not be limited to, participation in interviews, the completion of surveys, and the submission of other written or oral evaluations.

10. CONFIDENTIALITY AND PHI.

10.1 Compliance with HIPAA and Policies and Procedures.

MyHealth and each Participant shall comply with all applicable standards for the confidentiality, security, and use of PHI under HIPAA, the Policies and Procedures, any related requirements under other applicable federal, state, and local law and under such Participant's own policies.

10.2 Additional Requirements.

MyHealth and each Participant agree to enforce the confidentiality provisions of the Agreement by appropriately disciplining individuals within each Participant's organization who violate the confidentiality of PHI pursuant to each Participant's respective confidentiality and disciplinary policies.

10.3 Business Associate Agreement.

- a. *Additional Definitions.* When used in this Section 10, the following words shall have the meanings set forth below:

- i. "BAA" shall mean this Section 10.3 (Business Associate Agreement) of the Terms and Conditions of the Agreement, including this Section in all its parts, and any related or subservient agreements thereto;
 - ii. "Designated Record Set" shall refer to a collection of records, maintained by Business Associate at the direction, and subject to the criteria of, the Covered Entity. Such a collection shall consist of either: (i) the collected medical and billing information for patients of a covered healthcare provider, as maintained by or for that provider; (ii) a health plan's records of case management, claims review and adjudication, beneficiary enrollments, payment negotiations and issuances, and healthcare management; or (iii) a collection of those records that the Covered Entity has used, in whole or in part, to make medical, financial, and/or other decisions, with regard to specific individuals.
 - iii. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated thereunder and any amendments thereto.
 - iv. "Party" or "Parties" shall mean the Covered Entity, the Business Associate, or both.
 - v. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
 - vi. "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.
 - vii. "Software Vendor" shall refer to any specified entity with which Business Associate may contract to provide hardware, software, technological support, and such other services as may be related to the development of the Network and the use, storage and disclosure of data by and between Members.
 - viii. "Unsecured Protected Health Information" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. (45 CFR 164.402).
- b. Obligations and Activities of Business Associate (MyHealth).
- i. Business Associate shall comply with 45 CFR §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (documentation requirements) and relevant provisions of Subtitle D of the HITECH Act and its related regulations, as such provisions and regulations

become effective and as applicable to business associates, as defined by 45 CFR § 160.103.

- ii. Business Associate agrees to not use or disclose PHI other than as permitted or required by 45 CFR § 164.504(e), the Agreement or as Required By Law, provided that any such use, storage, or disclosure of PHI would not violate HIPAA if performed by the Covered Entity. Any use, storage, or disclosure, of PHI by Business Associate will comply with the minimum necessary standard set forth in HIPAA.
- iii. Business Associate agrees to use appropriate administrative, technical, and physical safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement and 45 CFR § 164.504(e), and that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information in accordance with 45 CFR Part 164, Subpart C.
- iv. Business Associate agrees to report to Covered Entity any use, storage, disclosure, or requested disclosure of PHI, not provided for by this Agreement, and any Security Incident as defined by HIPAA of which it becomes aware. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- v. Business Associate agrees to report to the Covered Entity, in writing, within ten (10) business days of the Business Associate's discovery, or as promptly thereafter as the information becomes available, of any "Breach", as such term is defined in 45 CFR § 164.402 , as may be amended from time to time. The notification to Covered Entity of a Breach will include: (1) a description of what happened, including the date of the Breach, date of the discovery of the Breach, and affected Individuals; (2) a description of the types of unsecured PHI that were involved in the Breach; (3) suggested steps affected Individuals should take to protect themselves from potential harm resulting from the Breach; and (4) a brief description of what Business Associate is doing to investigate the Breach, mitigate potential harm, and to protect against future Breaches
- vi. If it is determined that a Breach is the result of the willful misconduct or negligent acts of one of the Parties, then that Party shall bear the costs associated with making notification of the Breach as required by state and federal law, as well as any costs related to additional remedies that the Covered Entity determines are necessary and appropriate to be provided to Individuals impacted by the Breach.
- vii. Business Associate will require that any agent or subcontractor who receives PHI from Business Associate, or who receives PHI created or received by

Business Associate on Covered Entity's behalf, signs a written agreement through which that agent or subcontractor agrees to the same restrictions, conditions and requirements that apply through this Agreement or otherwise to Business Associate with respect to such information.

- viii. Business Associate agrees to provide access, at the request of the Covered Entity which submitted the PHI, and in the time and manner reasonably requested by such Covered Entity, to PHI in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 CFR § 164.524 that requires the Covered Entity to provide an Individual with access to the Individual's PHI. Business Associate shall not respond directly to requests for access to PHI from Individuals, but shall direct such persons to the Covered Entity to whom the PHI belongs. The Parties agree that, before it requests PHI access from Business Associate, Covered Entity will make a good faith effort to retrieve any requested PHI from its own records and data sources.
- ix. Business Associate agrees to allow Covered Entity to make any amendments that Covered Entity agrees to make to an Individual's PHI pursuant to 45 CFR §164.526, and to otherwise comply with Covered Entity's obligations under that section. Business Associate will not respond directly to any Individual requesting that amendments be made to his/her PHI, but will instead refer such Individual to the Covered Entity to which the PHI belongs.
- x. To the extent a request is made by the Covered Entity for Business Associate to respond to any request by the Secretary or any other Federal or State authority, Covered Entity shall be responsible for paying for all services related to Business Associate responding to such inquiry and all reasonable costs associated with such response. In addition, to the extent Business Associate is asked or directed to carry out an obligation of Covered Entity under the HIPAA regulations, Business Associate shall comply with the same requirements of the HIPAA regulations that apply to Covered Entity in the performance of such obligation.
- xi. To the extent a request is made by the Secretary, Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining its compliance with HIPAA.
- xii. Business Associate will document information related to PHI disclosures in a manner that will allow Covered Entity to respond to a request for an accounting of disclosures as required by 45 CFR §164.528. This documented information will include: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably states the basis for the disclosure. Such

information shall be provided in a timely manner to a requesting Covered Entity to permit Covered Entity to respond to an Individual's request for an accounting of disclosures. Business Associate will not respond directly to any requests by an Individual for an accounting of disclosures of PHI. Any Individuals making such a request will be referred to Covered Entity for an appropriate response.

- xiii. If Business Associate is asked to make a disclosure that is required by law, Business Associate will forward that request to the Covered Entity that originated the PHI covered by the request in a timely manner so the Covered Entity may evaluate the request and provide an appropriate response.
 - xiv. Business Associate agrees not to sell PHI or use or disclose PHI for marketing or fundraising purposes, except as permitted by HIPAA and provided that MyHealth first obtains the express written permission of the owner of the PHI and approval of the MyHealth Governing Body.
- c. Permitted Uses and Disclosures by Business Associate.
- i. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity to develop the Network, provided that such use or disclosure would not violate the HIPAA if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - ii. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - iii. Except as otherwise limited by law or by the terms of this Agreement, any disclosures of PHI that Business Associate may make in furtherance of its managerial and administrative obligations must either be required by law, or be made subject to Business Associate's receipt of reasonable assurances from the receiving entity or individual that the PHI will be kept in confidence, and will not be used or further disclosed except in support of the purpose of the disclosure, or as may be required by law, and that the receiving entity or individual will notify Business Associate if it becomes aware that the confidentiality of the disclosed PHI has been breached.
 - iv. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
 - v. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

- vi. Business Associate may use and disclose PHI for research provided Business Associate complies with Section 9 of these Terms and Conditions.
- d. Obligations of the Participants.
- i. Covered Entity shall only provide to Business Associate and its subcontractors, that PHI that it is authorized or legally permitted to provide. To the best of its knowledge and belief, Covered Entity's submission of its PHI to Business Associate and its subcontractors, for the purposes set forth in this Agreement, does not violate the rights of any third party, including as applicable, any third party's intellectual property rights.
 - ii. Covered Entity shall notify Business Associate of any limitation(s) in the Covered Entity's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - iii. Covered Entity shall promptly notify Business Associate of any alteration or withdrawal of an Individual's authorization for the use and disclosure of his/her PHI, to the extent that such alteration or withdrawal may affect Business Associate's use or disclosure of the affected PHI, or of its performance of its obligations under this Agreement. Upon granting an individual's request to alter or withdraw the applicable authorization, Covered Entity shall notify Business Associate, and shall work with Business Associate to determine whether Business Associate, as limited by the structural parameters of the Network, is capable of complying with the alterations or withdrawal of the individual's authorization, as granted by the Covered Entity. If Business Associate is unable to comply with the granted request, then Covered Entity shall withhold or withdraw such information from Business Associate. Business Associate is not responsible for any use or disclosure that fails to comply with any alteration or withdrawal of authorization of which it is unaware.
- e. Permissible Requests by Participant.
- Covered Entity will not knowingly request that Business Associate make any use or disclosure of PHI that, if done by Covered Entity, would be impermissible under the HIPAA.
- f. Protection of Exchanged Information in Electronic Transactions.
- If Business Associate conducts any standard transactions for or on behalf of the Covered Entity, Business Associate shall comply, and shall require any subcontractor or agent conducting such standard transactions to comply, with each applicable requirement of 45 CFR Part 162.
- g. Miscellaneous.

This BAA shall terminate upon expiration or termination of these Terms and Conditions and Business Associate shall comply with Section 17.5.

10.4 Liability.

To the extent allowed by law, each Party shall be responsible for costs and damages caused by its own negligence, misconduct or violations of law, and the negligence, misconduct or violations of law of its Workforce committed within the scope of employment or agency. The foregoing notwithstanding, nothing in this Participation Agreement is intended, nor shall be construed, as a limitation on the types or amounts of either Party's liabilities or responsibilities in relation to this Agreement, and the Parties agree that each Party shall be entitled to pursue any remedies available to it under the law, none of which are waived under the terms and conditions of this Participation Agreement.

11. OTHER OBLIGATIONS OF PARTICIPANTS.

11.1 System Security

Each Participant and MyHealth shall implement or cause to be implemented reasonable security measures with respect to MyHealth System and MyHealth Services. Each Participant shall also adopt and implement at least the minimum security measures provided in the Policies and Procedures which shall be no less stringent than those set forth in HIPAA.

11.2 Software and/or Hardware Provided by Participant

Each Participant shall be responsible for procuring and maintaining all equipment and software (other than that referenced in Section 8.1) necessary for it to access MyHealth System, use MyHealth Services and provide to MyHealth all information required to be provided by the Participant ("Participant's Required Hardware and Software"). Each Participant's Required Hardware and Software shall conform to MyHealth's then-current specifications contained in the Policies and Procedures; provided, however, that methods used to achieve conformity may vary. MyHealth may propose changes to the specifications from time to time and will provide Participants a reasonable opportunity to comment on their ability to implement the proposed changes prior to MyHealth making a final decision to proceed with the change. If MyHealth decides to implement the change, it shall provide reasonable prior notice to each Participant affected by the change. As part of the Participant's obligation to provide Participant's Required Hardware and Software, the Participant shall be responsible for ensuring that all the Participant's computers to be used to interface with MyHealth System are properly configured and maintained, including but not limited to the operating system, web browser(s), and Internet connectivity.

11.3 Viruses and Other Threats

- a. In providing any data to the MyHealth System, the Participant shall use reasonable efforts to ensure that the medium containing such data does not include, and that any method of transmitting such data will not introduce, any program, routine, subroutine, or data which will disrupt the proper operation of the MyHealth System or any part thereof or any hardware or software used by MyHealth in connection therewith, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action will cause the MyHealth System or any part

thereof or any hardware, software, or data used by MyHealth or any other Participant in connection therewith, to be destroyed, damaged, or rendered inoperable. Participant shall further use reasonable efforts to prevent unauthorized access to its computers used to access the MyHealth System; which efforts shall include, without limitation, the use of access appropriate identification and security measures and the prompt installation of all software vendor-recommended security updates (subject to Participant's standard acceptance testing).

- b. In providing the services described in this Participation Agreement, MyHealth shall use reasonable efforts to ensure that the MyHealth System will not introduce any program, routine, subroutine, or data which will disrupt the proper operation of the MyHealth System or Participant or any part thereof or any hardware or software used by MyHealth or Participant in connection therewith, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action will cause the MyHealth System or Participant or any part thereof or any hardware, software, or data used by MyHealth or any Participant in connection therewith, to be destroyed, damaged, or rendered inoperable. MyHealth shall further use reasonable efforts to prevent unauthorized access to its computers used to access the MyHealth System; which efforts shall include, without limitation, the use of access appropriate identification and security measures and the prompt installation of all software vendor-recommended security updates (subject to MyHealth's standard acceptance testing).

11.4 Training

The Participant shall provide appropriate and adequate training to all of the Authorized Users to familiarize them with their obligations pursuant to their use of the MyHealth System and MyHealth Services. In addition, Participant represents that it has trained its workforce in the requirements of applicable laws and regulations governing the confidentiality, privacy, and security of health information, including without limitation requirements imposed under HIPAA.

12. MyHealth'S OPERATIONS AND RESPONSIBILITIES.

12.1 Compliance with Policies and Procedures

MyHealth shall require that all Participants enter into the Participation Agreement and shall comply with the Policies and Procedures in such form as MyHealth determines is appropriate.

12.2 Use of Contractors

MyHealth shall administer the MyHealth System and MyHealth Services and may delegate responsibilities related to such to one or more subcontractors. Consistent with its obligations under Section 10, MyHealth shall obtain written assurances from its subcontractors that only specifically authorized representatives of the subcontractor shall be granted access to the MyHealth System in connection with the subcontractor's responsibilities. The Participants acknowledge and agree that access to data (including aggregate data) shall be granted to

MyHealth and its subcontractors for purposes of performing MyHealth's functions and obligations under this Participation Agreement, including without limitation for purposes of complying with grant agreements requirements to the extent permitted by HIPAA and other applicable law.

12.3 Training

MyHealth shall provide to Participants training materials MyHealth determines appropriate to support the MyHealth System and MyHealth Services. MyHealth shall provide training services that may be requested by a Participant as part of the Participation Agreement. MyHealth will employ a trainer who will interact with Participants with regards to training strategies.

12.4 Telephone and/or E-Mail Support

MyHealth shall provide, by telephone, e-mail, and/or other means, support and assistance in resolving difficulties in accessing and using the MyHealth System and MyHealth Services during regular business hours. After hours, on-call staff with MyHealth will be available.

12.5 Audits and Reports Access Reporting to Participants

Upon request, Participant will be provided with copies of monthly reports relating to operations as prepared by MyHealth or its subcontractors. The foregoing summaries shall be provided at no cost. Additional detail about a Participant's own PHI may be obtained by a Participant as made available by MyHealth under the Policies and Procedures. Other usage and audit trail reports will be delivered as defined in the Policy and Procedures.

12.6 Governing Body and Participant Council.

Composition. MyHealth's Governing Body is its Board of Directors. MyHealth shall create and maintain a Participant Council, which shall act as a resource to MyHealth's Governing Body, consistent with Policies and Procedures. The composition of the Participant Council shall be determined by the Governing Body of MyHealth in accordance with the Bylaws of MyHealth. Actions taken by the Participant Council must be ratified by the CEO of MyHealth and are subject to amendment or revocation by the Governing Body of MyHealth.

Meetings and Responsibilities of Participant Council. The Participant Council shall meet not less than quarterly to consider and resolve various issues pertaining to MyHealth System and MyHealth Services.

12.7 Addition of New Participants

The Participants acknowledge that additional Participants may be added to this Agreement upon approval of the CEO of MyHealth, in accordance with Section 4. Subsequent Participants shall be required to execute a counterpart of this Agreement, as it may have been amended from time to time, with an effective date corresponding to the new Participant's Agreement.

13. SERVICES, FEES AND CHARGES.

13.1 Agreed-Upon Fees

The terms of each Participant's Participation Agreement with respect to the payment of fees and charges shall apply.

13.2 Service Fees

Unless the Participant's Participation Agreement provides otherwise, each Participant shall pay to MyHealth service fees for those MyHealth Services for which the Participant has registered. Standard fees schedules are approved through the Finance Committee of MyHealth, and by the Governing Body of MyHealth. MyHealth will provide applicable fee schedules for Participants upon request.

13.3 Changes to Service and Fee Schedules

MyHealth may change schedules related to existing services and fees at any time upon thirty (30) days prior written notice to Participants consistent with the provisions of Section 3.2. New optional services and corresponding fees may be added with Governing Body approval and Participant notification.

13.4 Miscellaneous Charges

Unless the Participant's Participation Agreement provides otherwise, the Participant also shall pay MyHealth's charges for all goods or services that MyHealth provides at the Participant's request that are not specified in MyHealth's then-current standard fee schedule ("Miscellaneous Charges").

13.5 Payment

The Participant shall pay all Service Fees and any Miscellaneous Charges within forty-five (45) days following the documented date of mailing of invoice by MyHealth sent to the Participant's address as shown in MyHealth's records.

13.6 Late Charges

Service Fees and Miscellaneous Charges not paid to MyHealth within forty-five (45) days following the due date are subject to a late charge of five percent (5%) of the amount owed and interest thereafter at the rate of one and one-half percent (1½%) per month on the outstanding balance, or the highest amount permitted by law, whichever is lower.

13.7 Suspension of Service

Failure to pay Service Fees and Miscellaneous Charges within forty-five (45) days following the due date may result in suspension or termination of the Participant's access to MyHealth System and/or use of MyHealth Services. A reconnection fee set by MyHealth from time to time may be assessed to re-establish connection after suspension or termination due to non-payment.

13.8 Taxes

All services provided under this Participation Agreement are exempt from sales tax in accordance with Title 68, Article 13, Oklahoma State Statutes (2001). All Service Fees and Miscellaneous Charges shall be exclusive of federal, state, municipal, or other government excise, sales, use, occupational, or similar taxes existing as of the date of this Agreement or enacted in the future. Participant shall pay any tax (excluding taxes on MyHealth's net income) that MyHealth may be required to collect or pay, now or at any time in the future, and that are imposed upon the sale or delivery of items or services provided pursuant to the Policies and Procedures, to the extent allowed by law.

13.9 Other Charges and Expenses

Participant shall be solely responsible for any other charges or expenses Participant incurs in connection with MyHealth System or MyHealth Services, including without limitation, telephone and equipment charges, and fees charged by third-party vendors of products and services.

14. PROPRIETARY INFORMATION

MyHealth and Participant shall comply with the Policies and Procedures and shall not disclose confidential and proprietary information of MyHealth and of Participants.

The use any name, logo, or acronym of any Participant or any of its affiliates or subsidiaries or any variation or adaptation of those names, in any advertising, promotional, or sales literature requires the prior written approval of the owning Participant. Standard listings of MyHealth Participants shall not require separate approval.

15. DISCLAIMERS, EXCLUSIONS OF WARRANTIES, AND LIMITATIONS OF LIABILITY.

15.1 Carrier Lines

Participant acknowledges that in connection with use of the MyHealth System and receipt of MyHealth Services, access to MyHealth System is to be provided over various facilities and communications lines, and information will be transmitted over local exchange and internet backbone carrier lines and through routers, switches, and other devices owned, maintained, and serviced by third-party carriers, utilities, and internet service providers, and which are beyond MyHealth's control (collectively, "carrier lines"). MyHealth assumes no liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted on the carrier lines, or any delay, failure, interruption, interception, loss, transmission, or corruption of any data or other information attributable to transmission on the carrier lines. Use of the carrier lines is solely at Participant's risk and is subject to all applicable local, state, national, and international laws.

15.2 No Warranties; Limitation of Liability.

EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 15, AND UNLESS OTHERWISE PROVIDED BY LAW, ACCESS TO MYHEALTH SYSTEM, USE OF MYHEALTH SERVICES AND THE INFORMATION OBTAINED BY A DATA RECIPIENT PURSUANT TO THE USE OF THOSE SERVICES AND SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 15, IT IS EXPRESSLY AGREED THAT TO THE EXTENT ALLOWED BY LAW, AND WITH THE EXCEPTION OF THE EXCLUSIONS SET FORTH IN SECTION 15.9, IN NO EVENT SHALL MYHEALTH AND THE PARTICIPANTS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE, OR LOSS OF INFORMATION OR DATA, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORIES OF LIABILITY, EVEN IF MYHEALTH HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES

OCCURRING. MYHEALTH AND THE PARTICIPANTS DISCLAIM ANY AND ALL LIABILITY FOR ERRONEOUS TRANSMISSIONS AND LOSS OF SERVICE RESULTING FROM COMMUNICATION FAILURES BY TELECOMMUNICATION SERVICE PROVIDERS OR OTHER THIRD PARTIES. THE FOREGOING SHALL NOT APPLY TO A BREACH OF SECTIONS 10 OR 14 OF THIS PARTICIPATION AGREEMENT.

15.3 Participant's Actions

To the extent allowed by law, Participant shall be responsible for any damage to another Participant's computer system, loss of data, and any damage to MyHealth System caused by Participant, an Authorized User of Participant, or any person using a user ID assigned to Participant or Participant's employees, contractors, subcontractors or agents.

15.4 MyHealth's Actions

MyHealth shall be responsible for any damage to Participant's computer system, loss of data and any damage to MyHealth System caused by MyHealth or its employees, contractors, subcontractors or agents.

15.5 Unauthorized Access; Validation of Data; Lost or Corrupt Data

MyHealth is not responsible for unauthorized access to Participant's transmission facilities or equipment by individuals or entities using MyHealth System or for unauthorized access to, or alteration, theft, or destruction of Participant's data files, programs, procedures, or information through MyHealth System, whether by accident, fraudulent means or devices, or any other method, except to the extent such resulted from negligent acts or omissions of MyHealth. Participant is solely responsible for validating the accuracy of all output and reports and protecting Participant's data and programs from loss by implementing appropriate security measures, including routine backup procedures. To the extent allowed by law, Participant waives the right to seek or recover any damages against MyHealth occasioned by lost or corrupt data, incorrect reports, or incorrect data files, except to the extent such damages resulted from acts or omissions of MyHealth.

15.6 Inaccurate Data

All patient data to which access is made through MyHealth System and/or MyHealth Services originates or is derived from data supplied by Participants, and not from MyHealth. All such patient data is subject to change arising from numerous factors, including without limitation, changes to patient health information made at the request of the patient, changes in the patient's health condition, the passage time, and other factors. Without limiting any other provision of the Policies and Procedures, MyHealth shall have no responsibility for or liability related to the accuracy, content, currency, completeness, or delivery of any data either provided by a Data Supplier, or used by a Data Recipient, pursuant to this Participation Agreement, except to the extent negligent acts or omissions of MyHealth result in MyHealth failing to correctly format or display information to Data Recipients as it was received by MyHealth from Data Suppliers.

15.7 Patient Care

Without limiting any other provision of the Policies and Procedures, Participant and Participant's Authorized Users shall be solely responsible for all decisions and actions taken or not taken involving patient care, utilization management, and quality management for their

respective patients and clients resulting from or in any way related to the use of MyHealth System or MyHealth Services or the data made available thereby, except to the extent that negligence of MyHealth results in MyHealth failing to correctly present information to Data Recipients. Unless otherwise provided by law, no Participant or Authorized User shall have any recourse against, and each hereby waives, any claims against MyHealth for any loss, damage, claim, or cost relating to or resulting from its own use or misuse of MyHealth System and/or MyHealth Services or the data made available thereby, except to the extent that negligence of MyHealth results in MyHealth failing to correctly present information to Data Recipients.

15.8 Limitation of Liability

Notwithstanding anything in the Policies and Procedures to the contrary, to the maximum extent permitted by applicable laws and with the exception of the exclusions set forth in Section 15.9, the aggregate liability of MyHealth, and MyHealth's officers, directors, employees and other agents, under the Participation Agreement, regardless of theory of liability, shall be limited to the greater of \$1,000,000 or limits of applicable insurance coverage.

15.9 Exclusions

The limitations of liability set forth in this Section 15 shall not apply to, or limit the liability of MyHealth for gross negligence, fraud, or willful or intentional misconduct, including such grossly negligent, fraudulent, or willful acts or intentional misconduct that involve a breach of confidentiality.

16. INSURANCE.

16.1 Required Coverage

MyHealth shall maintain, throughout the term of this Participation Agreement, at its sole expense, the insurance described in Exhibit A, as well as such professional and general liability insurance coverage as it deems reasonable and necessary to insure itself and its officers, directors, and employees against any third party claim or cause of action arising out of the performance of this Participation Agreement. Each Participant shall maintain, throughout the term of this Participation Agreement, at its sole expense, such professional and general liability insurance coverage as it deems reasonable and necessary to insure itself and its officers, directors, and employees against any third party claim or cause of action arising out of the performance of this Participation Agreement. In the event of termination of this Agreement for any reason, MyHealth and each Participant either shall maintain its insurance coverage called for under this Section for a period of not less than three (3) years, or shall provide an equivalent extended reporting endorsement ("tail policy").

16.2 Evidence of Coverage

MyHealth and each Participant shall provide proof of such required coverage upon request.

16.3 Commercial or Self-Insurance

The insurance coverage required under this Participation Agreement may be provided through one or more commercial insurance policies through a self-insurance fund, or through a combination of commercial and self-insurance.

17. TERM AND TERMINATION OF PARTICIPATION AGREEMENT.

17.1 *Term.*

The term of the Participation Agreement shall begin on the Effective Date set forth in the Participant Agreement signed by the Participant and MyHealth and shall terminate upon the Parties' termination of the Participation Agreement by any method described below. Termination of these Terms and Conditions shall automatically result in the termination of the Participant's Participation Agreement.

17.2 *Termination Without Cause.*

A Participant may terminate its Participation Agreement with MyHealth at any time without cause by giving one hundred twenty (120) days advance written notice of that termination to MyHealth.

17.3 *Participant's Right to Terminate for Cause.*

In the event that the Participant believes or learns that MyHealth has materially breached the Participation Agreement, Participant shall:

- a. Notify MyHealth of the breach, whether suspected or confirmed, and shall provide MyHealth ten (10) days in which to cure the breach, or to provide a plan for curing the breach, if such cure will take more than the ten (10) days allotted herein;
- b. Terminate the Participation Agreement, if MyHealth is unable or unwilling to cure the breach, or provide a plan for curing the breach, within ten (10) days or as otherwise permitted by the Participant;
- c. Immediately terminate this Participation Agreement if MyHealth has breached a material term of the Agreement and cure is not possible; or
- d. If neither termination nor cure is feasible and the breach is related to the provisions of Section 10 of these Terms and Conditions (the Business Associate Agreement), report the violation to the Secretary.

Participant may also terminate for cause based on Objection to Change in compliance with Section 4.7

17.4 *MyHealth's Right to Terminate Participation Agreement.*

MyHealth's ability to terminate any Participant's Participation Agreement for breach or other cause shall be governed by the Participation Agreement, these Terms and Conditions, and the Policies and Procedures. Notwithstanding the foregoing, MyHealth may terminate the Participation Agreement, upon (a) forty-five (45) days advance written notice (specifying the date of termination) in the event of termination of the Beacon Award for any reason, or (b) one hundred twenty (120) days advance written notice (specifying the date of termination) upon decision of the Governing Body.

17.5 *Effect of Termination.*

- a. Upon any termination of a Participant's Participation Agreement, that party shall cease to be a Data Supplier as of the date of termination and/or Data Recipient (as it was identified in the Participation Agreement) and shall immediately, as of the date of termination, lose any and all rights to use MyHealth System and/or MyHealth Services. Provisions of the Agreement identified in Section 17.6 (Survival Provisions) and provisions of the Policies and Procedures which survive termination under the terms thereof shall continue to apply to the former Participant and its Authorized Users following termination.
- b. If required by Covered Entity, MyHealth shall return or destroy all PHI that it has received from, or has created or received on behalf of, Covered Entity, as soon as may be reasonably practicable, and with exception as provided in subparagraph (c) below. MyHealth shall include any PHI belonging to Covered Entity that is in the possession or control of any of its subcontractors or agents. Except as otherwise specified in this Agreement, neither MyHealth nor its agents and subcontractors shall retain any copies of Covered Entity's Protected Health Information.
- c. If, by mutual agreement, the Parties determine that it would be infeasible to return or destroy all or part of Covered Entity's Protected Health Information, then MyHealth, its contractors and agents shall extend such privacy protections to Covered Entity's PHI as it would otherwise extend to such PHI under the terms of this Participation Agreement, especially as described in Section 11) and as may otherwise be required by law, and shall keep such protections in place so long as Business Associate, its contractors and agents retain possession and/or control of Covered Entity's PHI.

17.6 *Survival Provisions.*

The following provisions of this Participation Agreement shall survive any termination of a Participant's Participation Agreement and/or this Participation Agreement: Section 5.4 (Responsibility for Conduct of Participant and Authorized Users), Section 6.3 (Prohibited Uses), Section 7.4 (License and Limitations of Use of PHI), Sections 8.3 and 8.4 (Copying and Modifications; Derivative Work), Section 10 (Confidentiality and PHI), Section 14 (Proprietary Information), Section 15.7 (Limitation on Liability), Section 17.5 (Effect of Termination), and Section 18 (Dispute Resolution). In addition, the obligations contained in Section 16 for retention of insurance for a certain period of time following termination of this Participation Agreement shall survive as well.

18. **DISPUTE RESOLUTION.**

18.1 *Scope*

Any controversy, dispute, or disagreement arising out of or relating to these Terms and Conditions, the Policies and Procedures, or any Participant's Participation Agreement, or the breach of this Participation Agreement, (referred to in this Section as a "dispute") shall be settled according to the procedure set forth in this Section.

18.2 Informal Conference

In the event a dispute arises between or among any of the Participants concerning their respective duties and obligations under this Participation Agreement, each Participant shall be obligated to meet and confer with the other(s) in good faith, on reasonable notice, and at a mutually agreeable location. The Participants agree that if any Participant refuses to participate in such a conference, or if such a conference fails to produce a mutually acceptable resolution of the dispute within fifteen (15) calendar days after the Participants' receipt of notice of the dispute, the other Participant(s) may submit the matter to mediation or arbitration pursuant to this Section.

18.3 Mediation

In the event a dispute arises between or among the Participants that cannot be settled by informal conference as set forth above, the parties may, on mutual agreement, submit the matter to mediation to be conducted in Tulsa County, Oklahoma. The process for selecting the mediator shall be determined by the mutual written consent of the Participants. If the Participants fail to agree to a process within ten (10) calendar days from a request, the requesting Participant may proceed to pursue other legal remedies outside the mediation process. The consent of any Participant to such mediation may be withdrawn at any time, without cause.

18.4 Jurisdiction and Venue of Disputes

In the event a dispute cannot be settled by informal conference or mediation as set forth above, or in the event either Participant refuses or withdraws consent to mediation, either Participant may pursue any legal remedies available to it through the judicial system. Venue for any action at law or in equity to interpret or enforce the any portion of this Participation Agreement shall lie exclusively in a court of competent jurisdiction sitting in Tulsa, Oklahoma. Each Participant hereby consents to the personal jurisdiction of such courts.

19. GENERAL PROVISIONS.

19.1 Applicable Law

The interpretation of these Terms and Conditions, the Policies and Procedures or any Participant's Participation Agreement, and the resolution of any dispute arising under this Participation Agreement, shall be governed by the laws of the State of Oklahoma.

19.2 Changes in Law

In the event that a change in applicable laws and regulations renders any portion of this Participation Agreement and/or the relationship of the Parties to be impermissible or unadvisable, or impedes or prohibits the activities of either of the Parties under this Participation Agreement, then the Parties shall, in good faith, attempt to renegotiate this Participation Agreement such that the purpose of the Participation Agreement, to the extent possible, may be maintained. If the Parties are unable to renegotiate this Participation Agreement within thirty (30) days, then this Participation Agreement may be immediately terminated, upon delivery of written notice by either party.

19.3 *Regulatory References*

Any reference in this Participation Agreement to a section in any statute or in HIPAA means the section as in effect or as amended.

19.4 *Survival*

Business Associate's obligation to protect the privacy of the PHI created or received for or from the Covered Entity will be continuous and survive termination, cancellation, expiration or other conclusion of the Participation Agreement.

19.5 *Interpretation, Amendments and Conflicts.*

Any ambiguity in this Participation Agreement shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA and the Privacy and Security Rules. In the event of conflicting terms or conditions with prior agreements between the parties, this Participation Agreement shall supersede any such previous agreement. These Terms and Conditions of the Participation Agreement may be amended only in writing signed by the Parties.

19.6 *Third Party Beneficiaries*

Nothing express or implied in this Participation Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than the parties and their respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.

19.7 *Supervening Circumstances*

Neither Participant nor MyHealth shall be deemed in violation of any provision of this Participation Agreement if it is prevented from performing any of its obligations by reason of: (a) severe weather and storms; (b) earthquakes or other natural occurrences; (c) strikes or other labor unrest; (d) power failures; (e) nuclear or other civil or military emergencies; (f) acts of legislative, judicial, executive, or administrative authorities; or (g) any other circumstances that are not within its reasonable control.

19.8 *Severability*

Any provision of this Participation Agreement that shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision of this Participation Agreement, and such other provisions shall remain in full force and effect.

19.9 *Waiver*

No provision of this Participation Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for, any other different or subsequent breach.

19.10 *Schedules and Exhibits*

The schedules referenced in these Terms and Conditions may be attached to a Participant's Participation Agreement. Such schedules, along with any exhibits thereto, if attached to Participant's Participation Agreement, are an essential part of the agreement.

19.11 Complete Understanding

This Participation Agreement, including each Participant's Participation Agreement, which incorporates these Terms and Conditions and the Policies and Procedures, constitutes the entire understanding of the parties, and there are no other written or oral understandings or promises between the parties with respect to the subject matter of this Participation Agreement other than those contained or referenced herein. Any conflicts or differing interpretations in a Participant's Participation Agreement, including the Policies and Procedures and these Terms and Conditions, will be interpreted using the language of the most recently adopted document.

19.12 Counterpart Signatures.

This Participation Agreement may be signed in one or more counterparts, all of which when taken together will constitute one agreement.

19.13 Succession and Assignment.

This Participation Agreement, and all rights and obligations hereunder, shall be binding upon, and inure to the benefit of, the Parties, the successors, and assigns, provided that neither party shall assign or otherwise transfer its rights and obligations under this Participation Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed, or conditioned. The foregoing notwithstanding, neither party shall be prohibited from assigning its rights and obligations to an entity controlling, controlled by, or under common control with the assigning party, provided written notice of such assignment is provided to the non-assigning party.

19.14 Compliance.

It is the Parties' intention to abide by all applicable laws in fulfilling their obligations under this Participation Agreement, and it is their belief that this Participation Agreement, and all activities relating to the fulfillment of its purpose, are and will remain in compliance with such laws. In the event that any provision of this Participation Agreement does not comply with any federal or state law, or is otherwise determined by legal process to be void or otherwise invalid, then, in accordance with Section 19.2, above, the parties shall attempt in good faith to renegotiate this Participation Agreement so as to comply with the law and, if it cannot be made compliant, then the Parties shall immediately terminate this Participation Agreement, in accordance with the provisions of this Participation Agreement.

19.15 Independent Contractors.

The Parties acknowledge and agree that their relationship is that of independent contractors, and that nothing contained in this Participation Agreement is intended to create or imply a partnership, joint venture, or employer-employee relationship. Neither Party shall be the agent of the other, and neither party may make any representation or enter into any contract or commitment on behalf of the other, except as may otherwise be specifically agreed by the Parties.

19.16 Notice of Legal Claims.

Upon receiving written notice of any legal claim arising from or relating to this Participation Agreement, whether such claim or action is one of civil, criminal, or governmental liability, the

receiving Party shall notify the other Party of the claim, whether or not the non-receiving party is named in the claim or action.

19.17 Notice.

All notices, requests, consents and other communications hereunder will be addressed to the receiving party's address set forth on the signature form for the Participation Agreement. All notices covered by this provision, excluding service of process, shall be deemed to have been received on the date issued, if delivered in person, by facsimile, or by electronic mail. Notices issued by posted mail shall be deemed to have been received on the third day after posting.

EXHIBIT A: MyHealth INSURANCE PROGRAM

1. INSURANCE TO BE MAINTAINED BY MyHealth

Prior to commencing work under this Participation Agreement, MyHealth, at its own cost and expense, shall maintain insurance for the coverages listed below, written for not less than the limits specified for each coverage or required by law, whichever is greater, and including the provisions enumerated below:

1.1. Commercial General Liability

General Aggregate	\$2,000,000	
Liability and Medical Expense Limit	\$1,000,000	
Medical Expenses Limit	\$10,000	each person
Personal Injury & Advertising Injury Limit	\$1,000,000	
Products/Completed Operations Limit	\$2,000,000	aggregate

1.2 Automobile Liability

Hired and Non-Owned Autos	Included in General Liability
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1.3 Workers' Compensation & Employers' Liability

Statutory coverage complying with the law of each state in which MyHealth's employees are headquartered or domiciled with Employers' Liability limits of not less than \$1,000,000 Each Accident and \$1,000,000 Each Employee for Disease and \$1,000,000 Policy Limit for Disease.

1.4. Umbrella Liability

Each Occurrence	\$1,000,000
General Aggregate Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Bodily Injury by Disease Aggregate Limit	\$1,000,000

1.5 Technology Errors and Omissions and Cyber Liability

MyHealth carries coverage to defray costs that may be incurred as a result of an adverse event resulting from the "cloud-hosted" infrastructure strategy employed by the organization.

Crisis Management Expense	\$5,000,000
Cyber Investigation Expense	\$5,000,000
Payment Card Industry (PCI) Expense	\$5,000,000
Cyber Extortion Expense	\$5,000,000
Business Interruption Loss	\$5,000,000
Dependent Business Interruption Loss	\$100,000
Data Restoration Expense	\$5,000,000

1.6. Technology Errors and Omissions and Cyber Liability Excess

MyHealth carries an excess policy for all Technology Errors and Omissions and Cyber Liability coverage.

Limit of Liability	\$5,000,000
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1.7. Financial Rating of Insurers

The insurance companies providing the coverages shall be licensed to do so in the State of Oklahoma and shall have an AM Best rating no lower than "A-".

1.8. Notice of Cancellation, etc.

Should any of the described policies be cancelled before the expiration date of the respective policy, notice will be delivered in accordance with the policy provisions.

1.9. Evidence of Insurance

MyHealth shall deliver separately to Participant, if requested, Certificates of Insurance certifying that policies of insurance for the required coverages have been issued and are in effect and comply with the requirements herein. Upon expiration or cancellation of any policy during the period the coverages under such policy are required to be maintained, MyHealth shall, if requested, deliver to each Participant a Certificate of Insurance evidencing proper renewal or replacement of the policy.

1.10. Adequacy of Insurance

The Participants and MyHealth do not in any way represent that the insurance specified herein, whether in scope of coverage or limits of coverage, is adequate or sufficient to protect the business or interest of the MyHealth or its Participants.

Hospital Vendor Contract – Summary Sheet

1. ☒ **Existing Vendor** ☐ **New Vendor**
2. **Name of Contract:** Work Order
3. **Contract Parties:** eClinicalWorks and Mangum City Hospital Authority for Mangum Family Clinic
4. **Contract Type Services:** Health information exchange services
 - a. **Impacted hospital departments:**
 - IT
 - Compliance
 - Clinic
5. **Contract Summary:**

According to the new Medicaid managed care bill, SB 1337, and the statewide health information exchange (HIE) bill, SB1369, all health care providers are required to be connected to the state-designated HIE (MyHealth Access) by July 2023.

MyHealth helps providers better monitor and improve care coordination, improve patient experience by making their whenever and wherever their care occurs, and improve quality care.

With the statewide HIE, the state can vastly improve public health, care coordination, records exchange, and address care fragmentation and care gaps for providers.

By connecting to the MyHealth Access platform, the clinic will meet the state-wide mandate.
6. **Cost:** ☒
7.

ECW	Implementation one-time fees
\$25/provider/month (for maintenance fees)	\$1,500.00
8. **Prior Cost:** None.
9. **Termination Clause:** Written notification within 60 days prior to ending term.
 - a. **Term:** 1 year and auto-renews each year.
10. **Other:**

Customer name: Mangum Family Clinic

APU ID: 320886

Requested date: 03/31/2023

Expiration Date: 04/28/2023

Customer Account No: 27384

Created by: Pooja Bant

Project ID: P-1646909

Prepared For:

Entity Requesting Work Order: Mangum Family Clinic
 Address: 118 S. Louis Tittle
 City, State, Zip: Mangum, OK 73554
 Contact Name: Cindy Tillman
 Phone: 580-782-2000
 E-mail: ctillman@chmcok.com

Send Invoice To:

Paying Entity Name: Mangum Family Clinic
 Address: 118 S. Louis Tittle
 City, State, Zip: Mangum, OK 73554
 Contact Name: Cindy Tillman
 Phone: 580-782-2000
 E-mail: ctillman@chmcok.com

Task Description	Qty	Rate	Cost
Interface: Demographic(ADT) submission to (MyHealth) HIE and CCDA bidirectional One-Time Configuration Fee:	1		\$1500.00
Maintenance Fee: 1-25 Providers - \$25 per provider per month 26-100 Providers - \$1000 per database per month 101-200 Providers - \$1500 Per database per month 200 Providers - \$2000 per database per month Maintenance fee is chargeable for all licensed providers in eClinicalWorks. Maintenance fee will be effective upon Interface Go-Live and will be billed monthly until interface is discontinued.			
Total Amount			\$1500.00
Additional Notes:			
How do you wish to receive the invoice? Please check only one: Mail: <input type="checkbox"/> Email: <input type="checkbox"/>			

Work Order Sign Off

Agreement:

This Work Order is issued pursuant to the License Agreement between eClinicalWorks, LLC, and Customer that provides Customer with access to the eClinicalWorks EHR. This Work Order would make additional software and/or services available to Customer pursuant to the terms of the License Agreement, including (but not limited to) all disclaimers, limitations of liability, and acknowledgements in the License Agreement. This Work Order constitutes a binding agreement between eClinicalWorks and Customer. The relationship between eClinicalWorks and Customer will continue to be subject to the License Agreement (incorporated by reference), each Terms of Use (incorporated by reference), this Work Order (if executed), and any other addenda and work orders to which eClinicalWorks and Customer have agreed.

Per this Work Order, Customer directs eClinicalWorks to implement a connection to the Interface described above for the fee stated above. Customer agrees to pay eClinicalWorks the stated rate for continuing access to the Interface. Customer understands that eClinicalWorks may require the Vendor to complete documentation before the Interface is completed. To the extent the vendor is responsible for all or a portion of the fees for this Interface, eClinicalWorks will seek payment directly from vendor. However, in the event the vendor does not make such payment within ninety (90) days, Customer understands that it will be responsible for such payment or eClinicalWorks may terminate the Interface. Customer's active contractual right (by license or otherwise) to use the eClinicalWorks EHR is a prerequisite for access to the Interface. eClinicalWorks may terminate the Interface for failure to meet this prerequisite or for non-payment.

ECLINICALWORKS PROVIDES THE INTERFACE "AS-IS," WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. eClinicalWorks has no control over the accuracy and sufficiency of information exchanged with others through the Interface, and Customer is solely responsible for Customer's use of the Interface. To use the Interface, Customer may be obligated to execute an agreement with a third party. Customer will be invoiced upon receipt of this signed Work Order. Payment is due in full within 30 days of invoicing. Invoices may include sales tax. Interface implementation will not begin before the invoice is paid. I represent that I have full authority to accept this Work Order on behalf of Customer. On behalf of Customer, I have read and accept the terms of this Work Order.

Signature:

Authorized Representative Name:

Authorized Representative Title:

Organization Name

Date of Execution:

Hospital Vendor Contract – Summary Sheet

1. ☒ Existing Vendor ☐ New Vendor
2. **Name of Contract:** Addendum for Health Information Service Provider (HISP) Services
3. **Contract Parties:** eClinicalWorks (ECW) and Mangum Family Clinic
4. **Contract Type Services:** Direct messaging services via ECW

a. **Impacted hospital departments:**

- Rural Health Clinic
- Compliance
- IT

5. **Contract Summary:**

From a compliance standpoint, the clinic is required to connect their certified electronic health record (EHR) technology (CEHRT) ---ECW--- to a HISP (Health Information Services Provider) to maximize care coordination, secure communications and secure data.

By connecting direct messaging to a HISP, the clinic is meeting Meaningful Use (MU)/Promoting Interoperability (PI) requirements.

Under the agreement with ECW, the HISP service is provided by a third party, eClinicalDirect, LLC.

eClinicalDirect will allow ECW to send and receive patient records to and from physicians using third-party EMR software who are connected to any HISP.

eClinicalDirect will allow the clinic to meet this compliance requirement.

6. **Cost:** ☒ \$120.00 per year
7. **Prior Cost:** None.
8. **Termination Clause:** Written notification within 60 days prior to ending term.
- a. **Term:** 1 year and shall be automatically renew for successive one (1) year periods unless Customer or eClinicalWorks gives prior written notice of its intent to terminate the Agreement, at least sixty (60) days prior.
9. **Other:**

Addendum for HISP Services

Prepared For: Mangum Family Clinic
Contact Name: Craig Peter
Customer Tel/Fax: 918-510-4588
Customer Email: cpeter@chmcok.com
Customer Address: 118 S. louis Tittle, MANGUM, OK - 73554

Send Invoice To: Mangum Family Clinic
Contact Name: Craig Peter
Contact Tel/Fax: 918-510-4588/ cpeter@chmcok.com
Contact Address: 118 S. louis Tittle, MANGUM, OK - 73554

Agreement Prepared By: Mahesh Rajput

eClinicalWorks
Westborough Executive Park
2 Technology Drive
Westborough, MA 01581
Phone: 508-836-2700
Fax: 508-599-3635

This is an addendum to the Master Agreement between eClinicalWorks and Mangum Family Clinic

Effective Date: 15th February 2023

This Addendum is valid for ninety (90) days from February 15, 2023. If Addendum has not been signed within ninety (90) days of issuance, please contact eClinicalWorks for a new Addendum.

HISP Service: Direct Messaging Addendum

On-Going Subscription Cost for Organization Level Certificate	\$120 per Database per Year
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Payment Terms: The On-Going Subscription cost is as outlined above. The fees per database will start from the date that the organization's direct address is approved and will be paid by the Customer. These fees will be billed upfront on a yearly basis commencing on the date of the organization's direct address approval. Cancellations must be initiated by opening a case with the eClinicalWorks help desk. Because certificates are purchased on an annual subscription basis, there will be no prorated refund if termination occurs mid-year. Per database fees are subject to change once annually upon thirty (30) days' notice to Customer.

Terms and Conditions: The Direct Project is a public-private partnership initiative of the Office of the National Coordinator for Health Information Technology of the United States Department of Health and Human Services. The Health Information Service Provider ("HISP") service is provided by a third party, eClinicalDirect, LLC ("eClinicalDirect"), under agreement with eClinicalWorks. eClinicalDirect is a participant in the Direct Project, through which Direct Messaging is coordinated. Capitalized terms not defined herein have the meaning generally ascribed to those terms within the Direct Project context.

eClinicalWorks offers HISP services through eClinicalDirect HISP. Organization level certificate (LOA3) will be created for each eCW database through a third party vendor (DigiCert) after a Trusted Agent ("TA") vetting process. The organization level certificate will be linked to all provider direct addresses within the database. **Therefore, by selecting this option Customer is explicitly consenting to share its "Directory Information" (as such term is defined by DirectTrust).** The Trusted Agent will be responsible for gathering, verifying, reporting and maintaining the documents for every provider linked to that certificate. Trusted Agents are representatives of customer organizations to assist in collecting, verifying, reporting and maintaining the documentation necessary to issue Direct Certificates. Before a representative can act as a Trusted Agent, the representative must first verify their identity with DigiCert in accordance with DT LOA3 and FBCA Medium or Basic, depending on the HISP. The representative then executes an agreement that appoints them as an agent of DigiCert for the purposes of collecting documentation, verifying identities, and maintaining identity information.

eClinicalDirect will enable physicians using eClinicalWorks EMR software to send and receive patient records to and from physicians using third-party EMR software who are connected to any HISP in the DirectTrust (Accredited/Transitional) Bundle. eClinicalDirect will provide the HISP Service according to NHIN Direct specifications, including use of the "Direct Standard" to send encrypted health information directly to known, trusted recipients. eClinicalDirect will provide (a) approved Direct e-mail addresses and (b) services to process Direct-compliant messages to and from Direct e-mail addresses, each of which is bound to a Direct-compliant X.509 digital certificate. The Direct Organization level certificates bound to a Direct e-mail

address by the CA will be issued pursuant to the identity proofing requirements of DirectTrust Certificate Policy.

Customer understands and agrees that in order to use this service, and in order for eClinicalDirect to provide this service, both are subject to the provisions set forth below from DirectTrust's Provider Directory Data Sharing Policy ("DT Policy"). All terms undefined below are defined in the DT Policy. The DT Policy is subject to change and the Customer understands that by using the HISP Service they must adhere to the terms, which may be updated and published from time to time on DirectTrust's website. Customer agrees to periodically review the DT Policy on DirectTrust's website. If Customer does not agree to comply with it, Customer will contact eClinicalWorks to terminate the HISP Service. Customer's continued use of the HISP Services will be considered Customer's acceptance of the current terms of the DT Policy.

Permitted Uses of Directory Information. eClinicalDirect may use the Directory Information received from a DirectTrust Aggregator only for the purposes of:

- (a) Supporting the Direct Messaging and related HISP services provided by eClinicalDirect to Customer and to Qualified Users.
- (b) Permitting and enabling its Qualified Users to search the Directory Information by selected individual data elements.
- (c) Sending messages to Direct Addresses contained in the DirectTrust Provider Directory

Prohibited Uses of Directory Information. This section discusses inappropriate uses of Directory Information obtained from the DirectTrust Aggregator. The intent is not to impede standing medical practices, interactions with insurance companies, suggestions by Accountable Care Organization for follow-on procedures, etc. The intent is to provide reasonable assurances to Direct message recipients that their systems will not be flooded with messages inappropriate for their electronic systems' workflow as a result of their participation in the DirectTrust Directory. Qualified Users may not use the Directory Information for any purpose not covered in the "Permitted Uses" section of this Policy without express written permission of the Disclosing Party including but not limited to:

- a. Selling, disclosing, making available, or otherwise permitting to obtain, DirectTrust Directory Information to any third party that is not a Qualified User, and/or which is not a legal client of eClinicalDirect (through eClinicalWorks) and which is receiving HISP services from the eClinicalDirect (through eClinicalWorks).
- b. Providing and/or using the Directory Information for direct marketing, database marketing, telemarketing, marketing analysis, or research purposes.
- c. Under no circumstances shall eClinicalDirect use, or permit their Subscribers to use, the Directory Information for any of the following activities:
 - a. Advertising
 - b. Pop-up ads
 - c. Soliciting business
 - d. Surveys
 - e. Any unsolicited communications using Director Information by or on behalf of parties not already part of the healthcare team or not already part of the normal healthcare workflows.

Maintaining Currency of Directory Information. Customer must notify eClinicalDirect (through eClinicalWorks) to update Directory Information as needed (such as when providers join or leave the practice, or addresses change, etc.).

Remediation. In the event a Disclosing Party notifies DirectTrust of any use of Directory Information in violation of this Policy:

- a. DirectTrust shall notify in writing eClinicalDirect responsible for the use in violation of this Policy.
- b. eClinicalDirect (through eClinicalWorks) shall immediately notify in writing (email sufficient) Customer of the use in violation of this Policy and shall immediately inform Customer to stop using the Direct Addresses of concern in the offending context.
- c. eClinicalDirect, in its capacity as a HISP, will take action, if necessary, within 2 business days after notice of the violation, to block the sending of messages using Directory Information in violation of this Policy.
- d. In the event eClinicalDirect or Customer discloses any portion of the DirectTrust Directory Information in an unauthorized or unapproved manner, the offending party will immediately notify the unauthorized recipient that the information was delivered in error and must be removed.

Neither eClinicalWorks nor eClinicalDirect is responsible for the misuse of the Direct account(s) used by Customer or its providers. Customer is responsible for notifying eClinicalWorks in case of any breach of the Direct mail account(s) and for verifying the identities of all providers and retaining all documentation of such verification as required by law.

The Customer may choose to send messages outside the DirectTrust bundle, and if so, the Customer, subject to any agreement that it may reach with any vendors to facilitate such communications, bears sole responsibility for any and all such communications. Therefore, eClinicalWorks shall not be liable for any of such communications.

Customer further agrees that all services rendered under this Addendum are exclusively provided under and subject to the terms and conditions of the Master Agreement between eClinicalWorks and Customer, including but not limited to all matters related to payment, scope of work, and limitation of liability. Customer acknowledges and agrees that it is not an incidental or an intended third-party beneficiary under any agreement between eClinicalWorks and eClinicalDirect.

Customer agrees that it alone is obligated to maintain any and all documentation required by applicable laws and regulations concerning Direct-compliant messages and any other information transferred under the On-Going Subscription. Further, eClinicalWorks is not obligated to maintain information about Direct-compliant messages and any other information transferred under the On-Going Subscription except as specifically required by applicable laws and regulations.

eClinicalWorks

Addendum Execution

IN WITNESS WHEREOF, an authorized representative has executed this Agreement, including any other applicable addenda or exhibits as specified herein, to be effective as of the date set forth above.

CUSTOMER

Authorized Signature

Name - Print or Type

Customer Company - Print or Type

Date



Hospital Vendor Contract – Summary Sheet

1. ☒ Existing Vendor ☐ New Vendor

2. **Name of Contract:** Work Order

Contract Parties: Oklahoma Foundation for Medical Quality (OFMQ) and Mangum City Hospital Authority

3. **Contract Type Services:** Peer review and medical necessity services

a. **Impacted hospital departments:**

- Patient Care
- Compliance
- Providers

4. **Contract Summary:**

OFMQ provides the following services for the purposes of reviewing patient medical records for medical necessity and quality of care annually in order to meet CMS regulations for C-0870 Agreements for Credentialing and Quality Assurance:

Provide medical case review for up to 12 cases per year, including:

- Peer review
- Medical necessity and appropriateness of services
- Address quality of care concerns
- Compliance with national standards and regulations

5. **Cost:** ☒

- \$350.00/month (\$4,000/year)

6. **Prior Cost:** \$350.00 per each completed review.

7. **Termination Clause:**

a. **Term:** 1 year with no auto-renewal.

8. **Other:**

This Work Order has been prepared for use in connection with that certain Consulting Services Agreement between OKLAHOMA FOUNDATION FOR MEDICAL QUALITY, an Oklahoma not-for-profit corporation ("OFMQ") and Mangum Regional Medical Center ("Customer") (the "Agreement").

Service Description		
	Description	Allotted Time
OFMQ will: Provide medical case review for up to 12 cases per year, including: <ul style="list-style-type: none"> • Peer review • Medical necessity and appropriateness of services • Address quality of care concerns • Compliance with national standards and regulations 	Customer will: <ul style="list-style-type: none"> • Provide point of contact for project • Provide required records/information electronically via thumb/flash drive or a HIPAA secure Sharefile site provided by OFMQ (Paper charts will not be accepted.) • Provide medical records to be reviewed that are <u>750 pages or less</u> (For larger records, every 750 pages will be considered one review) • Provide needs or concerns to be addressed 	Following the receipt of the medical record, reviews will be completed within 75 days

Pricing/Fees

Customer shall pay OFMQ \$4,200 for the Work according to the following schedule:

Payment Terms		
12 payments	\$350 per month	Due every 30 days

Terms

OFMQ shall perform the Work until completion of the Work and not to exceed one (1) year from the effective date below which may be extended by written agreement of OFMQ and Customer.

Capitalized terms used and not defined herein shall have the meaning for such terms set forth in the Agreement. The terms and conditions of this Work Order shall be an integral part of the Agreement and shall be incorporated by reference into the Agreement. This Work Order may not be amended or modified by the parties other than pursuant to the procedures set forth in the Agreement. In the event of any conflict between any term or provision in this Work Order and the Agreement, the Agreement shall control unless the Work Order specifically states the parties' intent that the Work Order amend the conflicting term or provision of the Agreement.

Customer Contact

Customer Name: Mangum Regional Medical Center

Primary Contact: _____

Phone: _____

Email: _____

FAX: _____

Address: _____

City: _____

State: _____

Zip: _____

Send Invoices to: _____

Phone: _____

Email: _____

Fax: _____

Authorization

“CUSTOMER”

Print Customer Name

By: _____

Signature

“OFMQ”

Print Name and Title

Oklahoma Foundation for Medical Quality (OFMQ), an
Oklahoma not-for-profit corporation

By: _____

Authorized Signature

Dated effective the ____ day of _____, 20____.

Hospital Vendor Contract – Summary Sheet

1. ☒ **Existing Vendor** ☐ **New Vendor**
2. **Name of Contract:** Standley Equipment Rental Agreement
3. **Contract Parties:** Standley Systems LLC and Mangum City Hospital Authority
4. **Contract Type Services:** Equipment rental
 - a. **Impacted hospital departments:**
 - IT
5. **Contract Summary:**

Agreement will replace current copiers and printers with new and updated equipment for the hospital.
6. **Cost:** ☒

Billing schedule: Quarterly
 Term in months: 60
 Monthly base payment amount: \$2,150.58 plus tax
7. **Prior Cost:** \$2,397.00
8. **Termination Clause:** Written notification within 60-120 days prior to ending term.
 - a. **Term:** 60 months (5 years). After end of term, agreement will renew month to month.
9. **Other:**



Quote Number
Q010963

Application Number

Contract Number

Equipment Rental Agreement

Standley Systems LLC | 528 Iowa Avenue | PO Box 460 | Chickasha, OK 73023 | Phone: 405-224-0819

The words "you" and "your" refer to the client. The words "Owner," "we," "us," and "our" refer to **Standley Systems LLC**.

CLIENT INFORMATION

FULL LEGAL NAME:	FEDERAL TAX I.D. #:
Mangum City Hospital Authority	
BILLING ADDRESS:	EQUIPMENT LOCATION (IF DIFFERENT FROM BILLING ADDRESS):
1 Wickersham St Mangum, OK 73554-9117	1 Wickersham St Mangum, OK 73554-9117

NAME OF PRINCIPAL	% OWNERSHIP OF BUSINESS
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EQUIPMENT DESCRIPTION AND PAYMENT TERMS

☐ SEE ATTACHED SCHEDULE

QUANTITY	MODEL	NOT FINANCED UNDER THIS AGREEMENT	MONTHLY MONO IMAGE ALLOWANCE	MONTHLY COLOR IMAGE ALLOWANCE	EXCESS MONO PER IMAGE CHARGE (+ TAX)	EXCESS COLOR PER IMAGE CHARGE (+ TAX)
1	418227: Savin IM C4500	<input type="checkbox"/>				
1	3PZ75A: HP E42540F MANAGED	<input type="checkbox"/>				
1	3GY25A: HP E57540DN COLOR LASERJET MANAGED	<input type="checkbox"/>				
1	3GY25A: HP E57540DN COLOR LASERJET MANAGED	<input type="checkbox"/>				
1	1PS54A: HP MANAGED E52645DN	<input type="checkbox"/>				
1	1PS54A: HP MANAGED E52645DN	<input type="checkbox"/>				
1	1PS54A: HP MANAGED E52645DN	<input type="checkbox"/>				
1	3PZ75A: HP E42540F MANAGED	<input type="checkbox"/>				
1	3PZ75A: HP E42540F MANAGED	<input type="checkbox"/>				
1	3GY25A: HP E57540DN COLOR LASERJET MANAGED	<input type="checkbox"/>				
1	418227: Savin IM C4500	<input type="checkbox"/>				
1	3PZ75A: HP E42540F MANAGED	<input type="checkbox"/>				
1	418826: SAVIN IM 4000 B/W COPIER	<input type="checkbox"/>				
1	418826: SAVIN IM 4000 B/W COPIER	<input type="checkbox"/>				
1	418826: SAVIN IM 4000 B/W COPIER	<input type="checkbox"/>				
1	418826: SAVIN IM 4000 B/W COPIER	<input type="checkbox"/>				
1	418227: Savin IM C4500	<input type="checkbox"/>				
1	3PZ35A: HP E40040DN MANAGED	<input type="checkbox"/>				
1	3PZ35A: HP E40040DN MANAGED	<input type="checkbox"/>				
1	3PZ35A: HP E40040DN MANAGED	<input type="checkbox"/>				
1	3PZ35A: HP E40040DN MANAGED	<input type="checkbox"/>				
1	3PZ35A: HP E40040DN MANAGED	<input type="checkbox"/>				
1	3PZ35A: HP E40040DN MANAGED	<input type="checkbox"/>				
1	3QA75A: HP E47528F MANAGED	<input type="checkbox"/>				
1	3QA75A: HP E47528F MANAGED	<input type="checkbox"/>				
1	3QA75A: HP E47528F MANAGED	<input type="checkbox"/>				
1	3GY09A: HP MANAGED E60155DN	<input type="checkbox"/>				
1	3GY09A: HP MANAGED E60155DN	<input type="checkbox"/>				
1	1PS54A: HP MANAGED E52645DN	<input type="checkbox"/>				

TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)

42725

3470

0.010260

0.047757

METER BILLING FREQUENCY:

Quarterly

TERM IN MONTHS:

60

MONTHLY BASE PAYMENT AMOUNT*:

\$2,150.58

(*PLUS TAX)

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CLIENT'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

	(As Stated Above)		X	
DATE	CLIENT	PRINTED NAME	SIGNATURE	TITLE
OWNER ACCEPTANCE				
	Standley Systems LLC		X	
DATE	OWNER	PRINTED NAME	SIGNATURE	TITLE

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

IMAGE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under the Image Allowances each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Image charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to allow us to install a Data Collection Agent ("DCA") to facilitate the processing of meter readings and proactively shipping toner. If a DCA is not installed for any reason or is disabled, you will be billed an additional \$15 per device per month. If a DCA is not installed and you do not provide us with meter readings within seven days of our initial request, then we may estimate the number of images made and invoice you accordingly. If three consecutive meters have to be estimated, a technician shall be dispatched to the Equipment to gather the meter readings and a charge of \$25.00 per device will be assessed to you. No retroactive adjustments will be made to any meters that we have to estimate. You agree that the Base Payment Amount and the Excess Image charges may be proportionately increased at any time if the manufacturer published toner yields average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Image charges (and, at our election, the Base Payment Amount and Excess Image charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 15% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, between 60-120 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Any reference to a Quote Number on this Agreement is solely for your convenience in the administration of the Agreement and is not in any way intended to alter the terms of this Agreement. Any fees and amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: when you open an account or add any additional service, we will ask for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

Non-Solicitation. Customer recognizes that the employees and independent contractors of Owner, and such employees' and independent contractors' loyalty and service to Owner, constitute a valuable asset of Owner. Accordingly, Customer shall not, during the Term and for one (1) year thereafter, make any offer of employment to, nor enter into a consulting relationship with, any person who was employed or retained by Owner during the previous two (2) years. Any violation of this provision constitutes a material breach of this Section, and upon any such breach, Customer shall pay to Owner liquidated damages consisting of the amount of all compensation (e.g., salary, bonuses, fees, etc.) paid or to be paid by Customer to the person during the first twelve (12) months after such person was hired/retained by Customer. Each party acknowledges and agrees that this amount of liquidated damages for a breach of this Section is a good faith estimate of the investment in and costs related to recruiting and training that Owner will lose if a Owner employee or independent contractor is hired or retained by Customer. In the event this Section is deemed unenforceable for any reason, Owner shall nevertheless be entitled to recover its actual damages resulting from Customer's breach of this Section.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexpended, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

**STANDLEY
MEANS
TECHNOLOGY.**



Prepared by:

Scarlett Frank

(580) 374-1825

sfrank@standleys.com

February 28, 2023



THANK YOU

Dale and Jared

Thank you for the time and effort you and your staff have put into helping Standley Systems gain a clearer understanding of the business goals, objectives and buying criteria for Mangum Regional Medical Center.

I am confident the following proposal will successfully accomplish your future business objectives and implements a printing strategy that will support your growth and other initiatives. Accomplishing these objectives requires our recommendations be tailored to fit your unique business technology needs and challenges.

After reviewing the following proposal together and successfully navigating through any questions or implementation items, we look forward to becoming your trusted partner and building a long, lasting partnership. Thank you again for the opportunity to serve and partner with you.

Sincerely,

Scarlett Frank





WHY STANDLEY SYSTEMS?

STANDLEY MEANS OKLAHOMA.

OKLAHOMA IS MORE THAN OUR HOME BASE. IT'S OUR HOME.

STANDLEY SYSTEMS WAS BORN HERE, RAISED HERE AND CONTINUES TO GROW HERE.

We are deeply invested in the health and well-being of our state and understand a strong business base is critical to maintaining a strong economy. Bottom line: When you're successful, we're successful. Our job is to help make sure you have the office technology tools and resources needed to maximize your company's full potential.

And while we work alongside our business clients to keep Oklahoma's business wheels turning, we will continue to invest time, resources and talent to support community partners and cheer on the countless organizations committed to making Oklahoma a great place to worship, live, work and play. Here's to the people and partners that make it all work!





WHY STANDLEY SYSTEMS?

ABOUT STANDLEY SYSTEMS

OWNERSHIP

Tim Elliott, CEO telliott@standleys.com

Greg Elliott, COO gelliott@standleys.com

Blake Elliott, VP of Finance belliott@standleys.com

EXECUTIVE TEAM

Matt Bauer, Senior VP of Sales Operations mbauer@standleys.com

Josh Ravan, VP of Service jravan@standleys.com

Brad Blue, VP of Technical Services bblue@standleys.com

Brian Rice, VP of Strategic Initiatives brice@standleys.com

Dot Rhyne, Marketing & Development drhyne@standleys.com

Mindy Bird, Executive Assistant mbird@standleys.com

SALES LEADERSHIP

Rick Loven, VP of Technical Sales rloven@standleys.com

Perry Hatch, Director of Strategic Accounts-OKC phatch@standleys.com

Chuck Caldwell, Director of Sales-OKC ccaldwell@standleys.com

Sherri Kell, Sales Director-Non-Urban Territories skell@standleys.com

David Chapman, Director of Sales-Tulsa dchapman@standleys.com

Justin Stringer, Director of Strategic Accounts-Tulsa jstringer@standleys.com

CORE VALUES

We Are Guided by Christian Values

We Build Legendary Relationships

We Delight in Generosity

We Go the Extra Mile

We Deliver Relevant Solutions

We Embrace & Drive Change

STANDLEY SYSTEMS PROVEN PROCESS





OKLAHOMA COVERAGE MAP

**STANDLEY SYSTEMS
SERVICES ALL 77
COUNTIES IN
OKLAHOMA**

HEADQUARTERS : CHICKASHA, OK
OFFICES : OKLAHOMA CITY, TULSA,
ENID, PONCA CITY, ARDMORE,
WOODWARD, LAWTON





SERVICE GUARANTEE

At Standley systems, customer satisfaction is our top priority.

We stand behind our products and solutions by offering _____ a Stand-Behind Performance Guarantee for the term of your lease agreement. If our equipment or service does not perform to the level outlined below, Standley Systems will exchange your equipment with a full equivalent replacement, at no charge.

PERFORMANCE EXPECTATIONS

1. **EQUIPMENT WILL CONSISTENTLY PERFORM TO MANUFACTURER'S SPECIFICATIONS.**
2. **SERVICE RESPONSE TIME OVER A 90-DAY PERIOD OF TIME WILL NOT EXCEED FOUR (4) HOURS.**
3. **IF YOU ARE NOT TOTALLY SATISFIED WITH ANY IMAGING EQUIPMENT ORDERED UNDER THIS AGREEMENT, STANDLEY SYSTEMS WILL AT YOUR REQUEST, REPLACE IT WITH A MACHINE OF COMPARABLE PERFORMANCE AND FEATURES AT NO ADDITIONAL COST. THIS GUARANTEE APPLIES ONLY TO EQUIPMENT WHICH HAS BEEN CONTINUOUSLY MAINTAINED BY STANDLEY SYSTEMS UNDER A STANDLEY SYSTEMS SERVICE AGREEMENT THIS GUARANTEE WILL BE EFFECTIVE FOR THE TERM OF YOUR LEASE/RENTAL FROM DATE OF INSTALLATION. IF EQUIPMENT IS PURCHASED THIS GUARANTEE IS APPLICABLE UP TO 36 MONTHS**

If, for any reason, our performance does not achieve the stated expectations, you may provide a written notice of performance challenge. Upon receipt of your request, Standley Systems will work with you to resolve any open issues by service fix or replacement. If we have not satisfactorily resolved those issues within 90 days, we will credit one quarter of service costs to your account. This Performance Guarantee excludes licensed software products and support agreements.

ACKNOWLEDGMENT: I have read and agree to the terms and conditions outlined above.



Customer Signature

Date

Standley Systems Signature

Date



Current Situation and Recommendation

Device ID	Location	Description	IP Address	Total Monthly Volume	Color Volume	Mono Volume	Replacement Recommended
30167	Nutrition	Color LaserJet MFP M477fnw	10.110.110.24	1200	500	700	HP Color LaserJet 57540
30166	Dale's Office	Color LaserJet MFP M477fnw	10.110.110.64	125	100	25	HP Color LaserJet 47528f
30168	Pharmacy	LaserJet 400 M401dne	10.110.110.89	2500	0	2500	HP LaserJet 60155dn
26477	South Clinic/south side	LaserJet 400 MFP M425dn	10.112.100.157	50	0	50	HP Laser Jet 42540dn
30170	Hematology South Clinic-not in use	LaserJet 400 MFP M425dn	10.110.110.23				Eliminate
32083	ER registration	LaserJet M402dn	10.110.110.154	200	0	200	HP LaserJet 40040dn
31996	Hot Spare	LaserJet M402dn	10.110.110.67		0	0	HP LaserJet 40040dn
31795	Respiratory	LaserJet M402dn	10.110.110.74	800	0	800	HP LaserJet 40040dn
31794	PT office	LaserJet M402dn	10.110.110.22	200	0	200	HP LaserJet 40040dn
30169	Accounts Payable	LaserJet MFP M426fdn	10.110.110.223	1100	0	1100	HP LaserJet 52645dn
32084	Materials Josey	LaserJet MFP M426fdw	10.110.110.132	300	0	300	HP Laser Jet 42540dn
31997	South Clinic	Panasonic KV-S1057 scanner			0	0	Keep
19683	South Clinic Drs Office	MP 301	10.112.100.152	200	0	200	HP LaserJet 52645dn
19319	South Clinic back office	MP 301	10.112.100.64	50	0	50	HP Laser Jet 42540dn
31804	PT copier	MP 3555	10.110.110.50	3500	500	3000	Savin IM C4500
31806	SOUTH CLINIC/BUSINESS	MP 3555	10.112.100.2	3000	0	3000	Savin IM 4000
32087	Nurses Locker	MP 3555	10.110.110.28	8300	500	8300	Savin IM C4500
32086	Radiology	MP 3555	10.110.110.48	2000	0	2000	Savin IM 4000
31805	Registration	MP 3555	10.110.110.37	2500	0	2500	Savin IM 4000
31799	ER	MP 402SPF	10.110.110.41	3800	0	3800	Savin IM 4000
31802	Office north of material	MP 402SPF	10.110.110.34	50	0	50	HP Laser Jet 42540dn
31800	Maintenance	MP 402SPF	10.110.110.93	230	30	200	HP Color LaserJet 47528f
31798	LAB	MP 402SPF	10.110.110.44	2500	0	2500	HP LaserJet 52645dn
31801	PAYROLL	MP 402SPF	10.110.110.71	1100	0	1100	HP LaserJet 52645dn
31803	Chasity office	MP 402SPF	10.110.110.132	5400	800	4600	Savin IM C4500
	ER check	MS810	10.110.110.81		0	0	eliminate add lock drawer to Savin
	Nurses Station	MS810	10.110.110.91	3700	0	3700	HP LaserJet 60155dn
	South Clinic	MS810	10.112.100.201	50	0	50	HP LaserJet 40040dn
29047	Quality	PageWide Color MFP E58650	10.110.110.53	200	0	200	HP Laser Jet 42540dn
32085		PageWide Color MFP E58650		1000	500	500	HP Color LaserJet 57540
29042	TONYA KNIGHT	PageWide Color MFP E58650	10.110.110.31	1000	500	500	HP Color LaserJet 57540
44216	Not in use put replacement in activities	PageWide Pro 577 MFP		250	50	200	HP Color LaserJet 47528f
	Food Service	MS810		500	0	500	HP LaserJet 40040dn
32086		MP 3555			0		Keep as hot spare (from Radiology)

Total Monthly Usage	45805	3480	42825
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Financial Information



Zebra ZT231 TT Printer [300dpi, Ethernet, Touch Display]

(SKU: ZT23143-T01000FZ)

Zebra » Zebra Printers » Zebra ZT231

Prints both Thermal Transfer and Direct Thermal

Zebra ZT231 Printer, Thermal Transfer and Direct Thermal, 4 Inch Max Print Width, 300DPI, USB, Serial, Ethernet, BTLE, USB Host, EZPL, **Includes: Tear Bar, US Cord**

4- Zebra ZT231 TT Printers with Service Exchange Maintenance

* Product labels not included will quote when label product numbers are determined
\$134.81

Proposed Solution	60 Month Lease
All new equipment listed above	\$2,150.58
Supplies, service, parts, maintenance, toner, staples, connectivity help desk and 42,825 black images/month and 3,480 color images/month included with lease price. Overages billed at a rate of \$0.01026/black and \$0.047757/color	included
Average 12 month current spend with Standleys and equipment not managed by Standley's	\$2,552.12
Cost Savings	\$401.54
Additional Option	
Optional 4- Zebra ZT231 TT Ethernet	\$134.81
Total with Zebra option	\$2,285.39
Average spend with Zebra (-minus labels)	\$2,705.05
Cost Savings	\$414.66



STANDLEY SYSTEMS SOLUTION

BENEFITS OF SOLUTION

1. Upgraded NEW device technology more in line with volume and firm ware (security updates) to ensure compliance
2. Increase usage allowance
3. Upgraded with more color device options at a lower service res
4. Updated state contract pricing
5. 24/7 service with average response time under 4 hours
6. Connectivity Help Desk included





IMPLEMENTATION PLAN

SITE PREPARATION

You must make sure electrical and space requirements are satisfied before the equipment is delivered.

One network drop per device is required for installation.

PLUG-N-PLAY INSTALLATION

Our Installation Specialist will pre-install device drivers, configure scanning and implement IDM meter collection/Supply replenishment Tool

You will need to have an IT/Alternate Point of Contact available 24-48hrs from time of submitted order to provide a Standley Systems CSR the information required to place the new system on your network. If your IT is not available,

EQUIPMENT INSTALLATION

Device(s) will typically be delivered within 10-14 business days from the day of submitted order. Standley Systems Logistics Coordinator will contact your company within 5 business days to coordinate the delivery and installation. Standley Systems CSR's will provide scheduled initial key operator training, At time of install unless otherwise at your convenience.

LEASE RETURNS/TRADE-INS (if applicable)

The Standley Systems delivery team will pickup your lease return at the time of delivery of your new, preconfigured equipment. You must provide the lease return instructions for your replaced device(s). Upon receipt of return instructions, Standley Systems will facilitate the shipment of your replaced device/s to the leasing company.





CONTACT INFORMATION

CHICKASHA CORPORATE OFFICE

528 West Iowa
Chickasha, OK 73018

P: 405-224-0819

OKLAHOMA CITY

26 E. Main St.
Oklahoma City, OK 73104

P: 405-224-8019

TULSA

9300 Broken Arrow Expy C
Tulsa, Ok 74145

P: 918-582-0819

ARDMORE

333 West Main Suite 115
Ardmore, OK 73401

P: 580-223-4985

ENID

618 West Main St.
Enid, OK 73701

P: 580-237-2882

LAWTON

309 SW Eleventh
Lawton, OK 73501

P: 580-248-2132

PONCA CITY

200 East Grand
Ponca City, OK 74601

P: 580-765-4436

WOODWARD

814 9th Street
Woodward, OK 73801

P: 580-237-2882



Hospital Vendor Contract – Summary Sheet

1. ☒ Existing Vendor ☐ New Vendor

2. **Name of Contract:** Amendment Quote

3. **Contract Parties:** Philadelphia and Mangum City Hospital Authority

4. **Contract Type Services:** Content Liability

a. **Impacted hospital departments:**

- Annex Building
- PT
- IT

5. **Contract Summary:**

Insurance policy quote provides content liability coverage (per the Lease Agreement) for items in the Annex Building. Also provides business property coverage, equipment breakdown, earthquake, flood and terrorism.

Liability limit is \$79,090.00.

6. **Cost:** ☒

- \$4.00 prorated premium to added effective 4/24/23 to the renewal date of 5/1/23 for both Equipment Breakdown and Property/Contents coverage
- \$195 premium for the renewal annual term of 5/1/23 to 5/1/24.

7. **Prior Cost:** None.

8. **Termination Clause:** May cancel coverage at anytime.

a. **Term:** 1 year

9. **Other:**

Philadelphia Indemnity Insurance Company**UltimateCover****Primary Insured:** Mangum City Hospital Authority**Policy Number:** PHPK2408324**Agency Code:** 126982**Effective Date:** 05/01/2022**Expiration Date:** 05/01/2023**Change Date:** 04/24/2023**Change #:** 2**Revision #:** 2**Amendment Quote Summary****Unearned Factor:** .019**Policy Coverages**

	Premium Prior to Amendment	New Premium	Additional Or Return Premium	Pro Rate Additional Or Return Premium
BOILER MACHINERY/EQUIPMENT BREAKDOWN	\$1,330.00	\$1,348.00	\$18.00	\$1.00

OK - Loc #3 - Bld #1 - HOSPICE FACILITIES - HOSPICE FACILITIES

	Premium Prior to Amendment	New Premium	Additional Or Return Premium	Pro Rate Additional Or Return Premium
BUSINESS PERSONAL PROPERTY	\$0.00	\$156.00	\$156.00	\$3.00
EARTHQUAKE	\$0.00	\$5.00	\$5.00	\$0.00
FLOOD	\$0.00	\$11.00	\$11.00	Included
TERRORISM	\$0.00	\$5.00	\$5.00	\$0.00

ULTIMATECOVER CHANGE PREMIUM	4.00
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TOTAL ADDL/RETURN PREMIUM	\$4.00
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Transaction Date - 04/13/2023

Amendment Quote

Rater ID -

Hospital Vendor Contract – Summary Sheet

1. ☐ Existing Vendor ☒ New Vendor
2. **Name of Contract:** Insurance Policy Quote
3. **Contract Parties:** Continental Casualty Company and Mangum City Hospital Authority
4. **Contract Type Services:** Director's & Officers Liability (D&O) and Employment Practices Liability
 - a. **Impacted hospital departments:**
 - Directors & Officers
 - Governing Board
 - HR
5. **Contract Summary:**

D&O and EPL

Protects hospital from employment related claims (wrongful termination, discrimination, wrongful discipline, retaliation, sexual harassment).

Coverage Part	Limit of Liability	Retention	Pending or Prior Date	Annual Premium	Policy Premium
Directors and Officers and Entity Liability Side A Additional Limit Demand Response Costs Sublimit Crisis Event Expenses Sublimit	\$1,000,000 \$1,000,000 \$250,000 \$25,000	\$25,000	4/15/2023	\$6,933	\$6,933
Employment Practices and Third Party Liability Duty to Defend <input checked="" type="checkbox"/> Non Duty to Defend <input type="checkbox"/>	\$1,000,000	\$35,000	4/15/2023	\$4,129	\$4,129
TOTAL PREMIUM FOR COVERAGE PARTS*				\$11,062	\$11,062

6. **Cost:** ☒ \$11,062.00 (annual)
7. **Prior Cost:** Allied World --- \$18,015.00 (annual)
8. **Termination Clause:** May cancel coverage at anytime.
 - a. **Term:** 1 year
9. **Other:**
 - CNA is a national recognized insurance carrier and has been writing insurance for over 100 years.
 - AM Best: A (Excellent) with stable financial outlook.
 - Moody's: A2 with stable outlook
 - S&P: A+ (Strong) with stable outlook
 - Fitch: A+ with stable outlook
 - D&O and EPL rates are based on the facility gross revenue and financial statements.



700 North Pearl, Suite 300, Dallas, TX 75201
www.cna.com

March 10, 2023

Shelli Barrios
INSURICA INC
3510 24TH AVE NW STE 201
NORMAN, OK 73069-8376

Dear Shelli:

I am pleased to offer the attached quotation for:

Applicant: Mangum City Hospital Authority
Address: 1 Wickersham Drive
Maangum, OK 73554

Account Number: 1177895

Please note that CNA offers a broad array of industry leading products. To learn more about these products, please visit www.cna.com.

Thank you for the opportunity to provide this quotation.

Should you have any questions, please let me know.

Sincerely,

John Hall
Underwriting Consultant
CNA Specialty
Phone : (214) 220-1480| Email : john.hall3@cna.com



NEW QUOTATION FOR INSURANCE

Continental Casualty Company is pleased to offer you the following quote based on the information the applicant has submitted to date.

Named Insured:	Mangum City Hospital Authority 1 Wickersham Drive Maangum, OK 73554
Proposed Policy Period:	From 04/15/2023 to 04/15/2024
If Renewal, Expiring Policy No.:	
Quote Date:	March 10, 2023
Quote Expiration Date:	Sixty (60) days or expiration date of the current coverage, whichever comes first.
Product:	Epack 3 CNA-92840-XX
Insuring Company:	Continental Casualty Company
Commission Payable:	15.0%

This quotation is conditioned upon receipt, review and acceptance of the following information:

If coverage is bound, these conditions must be met prior to issuance of a policy unless otherwise specified and no later than thirty (30) days after the Proposed Policy Period Effective Date.

Conditions

General Conditions

- Properly completed CNA Application - application must be signed and dated by authorized individual

Coverage Specific Conditions

Management Liability

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

If between the date of the Quotation and the Effective Date of the current insurance contract, there is a material change in the condition of the Applicant 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 Applicant must notify the Producer. The Producer as the representative of the above-referenced Applicant will then notify Continental Casualty Company and provide Continental Casualty Company with all the information it may require. Whether or not this Quotation has already been accepted by the Applicant, Continental Casualty Company reserves the right to withdraw this indication as of its effective date or to modify the final terms and conditions of the Quotation upon review of the information or after review of the information received in satisfaction of the aforementioned conditions/subjectivities.



700 North Pearl, Suite 300, Dallas, TX 75201

Item 20.

Applicant:

Mangum City Hospital Authority
1 Wickersham Drive
Maangum, OK 73554
CNA Customer Number 1177895

Producer:

INSURICA INC
3510 24TH AVE NW STE 201
NORMAN, OK 73069-8376

OPTION 1

Proposed Policy Period Limits of Liability and Retentions (inclusive of Defense Costs).

Combined Maximum Aggregate Limit of Liability for all **liability coverage parts** (including **defense costs**):

Yes ☐

No ☒

Coverage Part	Limit of Liability	Retention	Pending or Prior Date	Annual Premium	Policy Premium				
Directors and Officers and Entity Liability Side A Additional Limit Demand Response Costs Sublimit Crisis Event Expenses Sublimit	\$1,000,000 \$1,000,000 \$250,000 \$25,000	\$25,000	4/15/2023	\$6,933	\$6,933				
Employment Practices and Third Party Liability <table><tr><td>Duty to Defend</td><td><input checked="" type="checkbox"/></td><td>Non Duty to Defend</td><td><input type="checkbox"/></td></tr></table>	Duty to Defend	<input checked="" type="checkbox"/>	Non Duty to Defend	<input type="checkbox"/>	\$1,000,000	\$35,000	4/15/2023	\$4,129	\$4,129
Duty to Defend	<input checked="" type="checkbox"/>	Non Duty to Defend	<input type="checkbox"/>						
TOTAL PREMIUM FOR COVERAGE PARTS*				\$11,062	\$11,062				

*If coverages are purchased on a monoline basis, pricing may change as multi-line discounts may apply

The Policy Premiums shown above do not include Surcharges or Taxes, if applicable.

Surcharges/Taxes: NONE



700 North Pearl, Suite 300, Dallas, TX 75201

Applicant:

Mangum City Hospital Authority
1 Wickersham Drive
Maangum, OK 73554
CNA Customer Number 1177895

Producer:

INSURICA INC
3510 24TH AVE NW STE 201
NORMAN, OK 73069-8376

EXTENDED REPORTING PERIOD

Period
1 Year

Premium
100% of Policy Premium



700 North Pearl, Suite 300, Dallas, TX 75201

Applicant:

Mangum City Hospital Authority
1 Wickersham Drive
Maangum, OK 73554
CNA Customer Number 1177895

Producer:

INSURICA INC
3510 24TH AVE NW STE 201
NORMAN, OK 73069-8376

ENDORSEMENTS:

Endorsement Name	Number	Ed.Date	Coverage Part	Option
JOBS ACT EXCLUSION ENDORSEMENT	CNA-92966-XX	01/2019	D&O	1
AMENDATORY ENDORSEMENT - OKLAHOMA	CNA-93281-OK	03/2019	D&O	1
AMENDATORY ENDORSEMENT - OKLAHOMA	CNA-93281-OK	03/2019	EPL	1
BIOMETRICS PRIVACY EXCLUSION ENDORSEMENT	CNA-96392-XX	06/2020	EPL	1
OPIOID EXCLUSION ENDORSEMENT	CNA-93248-XX	10/2019	D&O	1
OPIOID EXCLUSION ENDORSEMENT	CNA-93248-XX	10/2019	EPL	1
SEPARATE RETENTION FOR CLAIMS BROUGHT BY HEALTH CARE PROVIDER ENDORSEMENT	CNA-92993-XX	10/2021	EPL	1
HEALTHCARE ENDORSEMENT (SUBLIMITED REGULATORY CLAIM COVERAGE)	CNA-92969-XX	09/2020	D&O	1
HEALTHCARE ENDORSEMENT (SUBLIMITED REGULATORY CLAIM COVERAGE)	CNA-92969-XX	09/2020	EPL	1
NOTICE OFFER OF TERRORISM COVERAGE DISCLOSURE OF PREMIUM CONFIRMATION OF ACCEPTANCE	CNA-81758-XX	01/2021	GTC	1
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM ENDORSEMENT	CNA-92970-XX	01/2019	D&O	1
CONDITIONAL RENEWAL ENDORSMENT - OKLAHOMA	CNA-93315-OK	03/2019	GTC	1

About CNA

CNA is one of the largest U.S. commercial property and casualty insurance companies. CNA provides a broad range of standard and specialized property and casualty insurance products and services for businesses and professionals in the U.S., Canada and Europe, backed by more than 120 years of experience and more than \$45 billion of assets. For more information about CNA, visit our website at www.cna.com.

Follow CNA (NYSE: CNA) on: [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [YouTube](#)



Thank you for purchasing EPL coverage from CNA. As a CNA Epack 3 policyholder, you are entitled to a package of services, offered **at no additional charge**, to help you manage your business risks.

Beyond HRsm

Beyond HRsm is an interactive, web-based platform that helps CNA policyholders train their employees on a variety of employment topics and develop employment policies, practices and procedures.

The Equal Employment Opportunity Commission, courts, and certain state laws have made it clear that employers must take all necessary steps, including periodic training, to prevent certain wrongful employment practices. To assist you in diminishing this risk to your company, CNA's Beyond HRsm provides complimentary training in areas such as preventing harassment, wrongful termination and retaliation. For companies with employees in states where the law requires employers to provide sexual harassment prevention training, Beyond HRsm can assist your company in meeting these requirements by providing training in an interactive web-based format, with the capability to track employee participation through an easy to use, online mechanism. Comparable training and materials may cost hundreds or thousands of dollars if purchased separately.

Beyond HRsm also offers a variety of other features to assist your company in mitigating employment practices risks, such as:

- A searchable database of articles and checklists on important workplace topics.
- Refresher bulletins to support the online training modules.
- A model employment handbook and model policies and forms.
- Webinars and Best practices minutes podcasts on various workplace topics such as disability accommodation, bullying, social media and cyber crime.

Registration is quick and easy. From your web browser, navigate to www.cnabeyondhr.com, click on the "How to Register" link, and follow the instructions. Your CNA policy number will be required to register for the first time.

H. R. HELP LINE

Eligible CNA policyholders can receive human resources consulting advice through the H.R. Help Line, provided by Jackson Lewis, LLP, a national law firm that specializes in employment law. Simply have your human resources representative call the toll-free H. R. Help Line at 1-888-CNA-EPL1 (1-888-262-3751), identify your company as a CNA employment practices policyholder and provide your company's policy number. The H.R. Help Line is serviced by attorneys who do not act as legal counsel to callers, but rather as human resources consultants, providing information regarding risk control strategies. You can begin using the Help Line today by following the enclosed instructions.

We think you will find these services to be valuable to your business. For more details, please go to our website at <http://www.cna.com/html/riskmanagement.html> or contact your insurance representative.....and
Thank You for insuring with CNA.

These services are available at no additional charge to most CNA employment practices liability policyholders.

The McCalmon Group, Inc. and Jackson Lewis, LLP are neither affiliates of CNA, nor an agent or broker. As such, information reported to them is not notice to CNA of any claim or potential claim. Please contact CNA or your insurance agent or broker to report claims or potential claims. Risk Management is your responsibility. H.R. Web Training is not intended to substitute for your own risk management and compliance programs.

CNA Employment Practices Liability policies are underwritten by one of the CNA member property and casualty companies. One or more of the CNA companies provide the products and/or services described. CNA accepts no responsibility for the accuracy or completeness of this material and recommends the consultation with competent legal counsel and/or other professional advisors before applying this material in any particular factual situations. This material is for illustrative purposes and is not intended to substitute for the guidance of retained legal or other professional advisors, or to constitute a contract. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. Any references to non-CNA Web sites are



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HOW TO ACCESS THE H.R. HELP LINE

CNA Epack 3 policyholders that purchase EPL receive the benefit of professional risk management consultation provided by Jackson Lewis, a national law firm that specializes in employment practices law.

CNA Epack 3 policyholders are entitled to human resources consulting advice for their Human Resources representative or senior managers, at no additional charge, through a toll-free number at **1-888- CNAEPL1 (1-888-262-3751)**. They can receive proactive, effective information and strategies to help manage employment practices risks.

Policyholders who have accessed the H. R. Help Line find it to be a useful resource to properly understand and manage sensitive Human Resources issues. The service is of particular value to small businesses that may not have a dedicated Human Resources department. The following five areas appear to generate the most questions and discussions:

- Medical leave issues especially in regard to an employee who is currently on leave and may have a change in job status;
- Proper handling of a reduction in force – a common situation in today's economy;
- Allegations of unfair treatment or harassment;
- Handling employee disciplinary situations; and
- Unique circumstances that “textbooks” do not address.

The Jackson Lewis attorneys are first and foremost active listeners. They can offer valuable guidance on proper procedures (file documentation, best practices, etc), consideration of potential options, and development of a game plan.

For more information on CNA's Risk Control products and services, please visit <http://www.cna.com/html/riskmanagement.html>. The H.R. Help Line is not for advice concerning specific legal matters. For these types of issues, we encourage you to speak to your own employment attorney.

Jackson Lewis is neither an affiliate of CNA, nor an agent or broker. As such, information reported to Jackson Lewis is not notice to CNA of any claim or potential claim. Please contact your insurance agent or broker to report claims or potential claims.

These services are available only to CNA policyholders that have employment practices liability coverage with CNA.

CNA accepts no responsibility for the accuracy or completeness of the services described herein or the information supplied by the HR Help Line or Jackson Lewis and recommends the consultation with competent legal counsel and/or other professional advisors before applying the information obtained in any particular factual situations. This material is for illustrative purposes and is not intended to substitute for the guidance of retained legal or other professional advisors, or to constitute a contract. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA does not endorse, recommend, or make any representations or warranties as to the accuracy, completeness, effectiveness, suitability, or performance of any of the products, applications, software, or programs identified herein.

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GENERAL TERMS AND CONDITIONS

In consideration of the premium, and in reliance upon the **application**, we agree to provide you with the following coverage subject to the terms and conditions of this policy:

I. PREFACE

A Coverage Part is included within this policy and affords coverage only if the Coverage Part is purchased as indicated by a corresponding limit of liability in the respective Coverage Part Declarations.

The terms and conditions in each Coverage Part apply only to such Coverage Part and will not apply to any other Coverage Part.

If any provision in the General Terms and Conditions is inconsistent with the terms and conditions of any applicable Coverage Part, the terms and conditions of such Coverage Part will control.

Bolded terms in the policy will have the special meaning set forth in the definitions. The terms “we”, “us”, and “our” mean the Insurer named on the General Terms and Conditions Declarations; the terms “you”, “your”, and “yours” mean any **insured**.

II. SUPPLEMENTARY BENEFITS**A. Mediation Retention Reduction**

If, prior to, or within sixty (60) days of the service of suit or the institution of arbitration proceedings, we and the **named insured** agree to use a non-binding alternative dispute resolution process to resolve any **claim** reported to us, and such **claim** is entirely resolved through such process, then we will reduce the Retention applicable to such **claim** by the lesser amount of fifty percent (50%) of such Retention or ten thousand (\$10,000) dollars.

B. Proceeding Expenses Reimbursement

If we request an **insured person's** presence at a trial, hearing, deposition, mediation, or arbitration, we will pay up to \$250.00 per day, per **insured person** for reimbursement of costs and expenses incurred in connection with such presence, subject to a maximum of \$2,500 per **claim**, per **policy period**. Such payment will be in addition to the applicable limit of liability and no Retention will apply.

C. Pre-Claim Expenses

In the event a **noticed matter** later gives rise to a covered **claim**, then we will credit the **pre-claim expenses** that you have paid up to ten percent (10%) of the applicable Retention for such **claim**.

III. DEFINITIONS

Any defined word not defined in the General Terms and Conditions will have the meaning assigned to it in the applicable Coverage Part.

Application means any signed application, including its warranty and attachments, whether ours or that of another insurance carrier, together with any other materials and representations provided to us in connection with the underwriting and negotiating of the terms and conditions of this policy or any other policy of which this policy is an indirect or direct renewal.

Bodily injury means any actual or alleged bodily injury, sickness, disease, death, emotional distress or mental anguish of any natural person.

GENERAL TERMS AND CONDITIONS

Change of control means when: (i) the **named insured** merges into another entity and is no longer the surviving entity; (ii) another person(s) or entity(ies) acquires such an ownership interest in the **named insured** to exercise **management control**; or (iii) the **named insured** emerges from bankruptcy.

Clean-up costs mean any fees, costs, or expenses, including legal and professional fees, incurred in testing for, monitoring, cleaning up, removing, containing, treating, neutralizing, detoxifying, or assessing the effects of **pollutants**.

Extended reporting period means the additional period of reporting time purchased by an **insured** after termination, cancellation, or non-renewal of this policy within which to report a **claim** subject to the provisions of Section V Extended Reporting Period for Liability Coverage Parts Only.

Financial insolvency means: (i) the appointment by a federal, state or local agency or court of a receiver, conservator, liquidator, trustee, rehabilitator, or similar official, to take control of, supervise, manage, or liquidate an **insured entity** or **outside entity**; (ii) an **insured entity** becoming a debtor in possession under United States bankruptcy law or any equivalent foreign bankruptcy law; or (iii) when an **insured entity** can establish affirmatively it is unable at the present time, or in the future, to pay its debts in the ordinary course of business.

Independent contractor means any natural person working for an **insured entity** in the ordinary course of such **insured entity's** business, and in the capacity of an independent contractor, pursuant to a written agreement for services between such **insured entity** and either (i) such natural person; or (ii) any other entity acting on behalf of such natural person.

Insured entity means the **named insured** or any **subsidiary**, including any such entity as a debtor in possession under United States bankruptcy law.

Insured person will having the meaning designated in the respective Coverage Part.

With respect to any **liability coverage part**, **insured person** will also include: (i) assigns, estates, heir, legal representatives, or assigns of any **insured person** in their capacity as such, provided such **insured person** is deceased or legally incompetent; or (ii) a spouse or domestic partner of an **insured person** in their capacity as such, or due to legal ownership of property identified as potential recovery relief. There will be no coverage afforded under this policy for any act, error or omission of an estate, heir, legal representative, assign, spouse or domestic partner.

Liability coverage part means those Coverage Parts set forth in Item 5 of the General Terms and Conditions Declarations.

Management control means:

- (i) owning or controlling more than fifty-percent (50%) of the outstanding securities, shares or equity ownership representing the right to control an entity as evidenced by the present power to elect, designate or appoint the majority of the board of directors, management committee members or management board members; or
- (ii) having the present right, pursuant to written contract or an organizational document, to elect, designate or appoint the majority of the board of directors, management committee members or management board members of an entity.

Named insured means the entity set forth in Item 1 of the General Terms and Conditions Declarations.

Non-liability coverage part means those Coverage Parts set forth in Item 5 of the General Terms and Conditions Declarations.

Noticed matter means any written notice of circumstance which we have accepted under a **liability coverage part**.

GENERAL TERMS AND CONDITIONS

Policy period means the time period from the inception date to the expiration date of this policy set forth in Item 2 of the General Terms and Conditions Declarations, or any such earlier termination or cancellation date. **Policy period** will also include the **extended reporting period**, if purchased.

Pollutants mean any actual or alleged: (i) solid, liquid, gaseous, thermal or radioactive irritant or contaminant, acids, alkalis, chemicals, fumes, smoke, soot, vapor, waste or waste materials to be recycled, reclaimed or reconditioned, or disposed; or (ii) air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, or any noise.

Pollution means any actual, or threat of, discharge, emission, release, dispersal, escape of, or treatment, removal or disposal of any **pollutants**. **Pollution** also includes any regulation, order, direction, or request to test, monitor, clean up, remove contain, treat or detoxify or neutralize any **pollutants**.

Pre-claim expenses mean the reasonable and necessary fees, costs, and expenses incurred by an **insured** in responding to or defending a **noticed matter**, on or after the date we accepted the notice of circumstances and prior to the date the **noticed matter** became a **claim**. **Pre-claim expenses** will not include **overhead expenses**, **demand response costs** or any fees, costs, or expenses incurred by an **insured** as a result of any **routine examination** or **anti-bribery** investigation, examination, or request. We have the right to determine the reasonableness, necessity, and allocation of the **pre-claim expenses** (including the right to apply any applicable **claim** exclusions to the **pre-claim expenses**).

Property damage means any actual or alleged damage to, or destruction of, any tangible property including loss of use or diminution of value.

Related claims mean all **claims** that are based upon, arising from, or are logically or causally connected by the same, or any related or common, or a series of related or common, facts, circumstances, transactions, or **wrongful acts**.

Responsible person means the Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, the General Counsel, the Risk Manager or such functionally equivalent positions of the **named insured**.

Routine examination means any routine examination, routine inspection, sweep examination, general requests for information, or any other similar reviews, inquiries, or investigations.

Subsidiary means any: (i) entity while under the **management control** of an **insured entity**; or (ii) charitable trust, political action committee or foundation while such entity is controlled by the **named insured**.

IV. LIMIT OF LIABILITY, SUBLIMITS AND RETENTIONS

If Item 6 of the General Terms and Conditions Declarations is elected then the amount indicated in item 6 will be the maximum aggregate amount we will pay for all **loss** regardless of the number of **claims**, parties or requests for coverage under all **liability coverage parts** combined.

If Item 6 of the General Terms and Conditions Declarations is not elected then the amount indicated in Item 2 of the respective **liability coverage part** Declarations will be the maximum aggregate amount we will pay for all **loss** regardless of the number of **claims**, parties or requests for coverage in such Coverage Part.

Defense costs are part of and not in addition to the limit of liability set forth in Item 6 of the General Terms and Conditions Declarations or Item 2 of the respective **liability coverage part** Declarations. Our payment of any **defense costs** will erode and may exhaust the limit of liability.

The respective Declarations for the **non-liability coverage parts** will reflect the maximum amount we will pay for such non-liability coverage.

GENERAL TERMS AND CONDITIONS

Coverage Part Declarations will also identify the applicable Retention, if any. Any Retention will be uninsured and your responsibility to pay. If there are two Retentions that apply to the same **claim**, we will only apply the higher Retention.

Any **defense costs** or any sublimited coverage will be part of, and not in addition to, the aggregate limit of liability of that Coverage Part or the combined maximum aggregate limit of the policy.

All premiums, limits, Retentions, **loss** and other amounts under this policy are expressed and payable in United States of America currency unless the parties agree in writing otherwise.

V. EXTENDED REPORTING PERIOD FOR LIABILITY COVERAGE PARTS ONLY

If this policy is terminated, cancelled or non-renewed for any reason other than non-payment of premium or a **change of control**, you have the right to elect an **extended reporting period** for **liability coverage parts** for the additional period(s) and additional premium set forth in Item 4 of the General Terms and Conditions Declarations.

You must notify us in writing of this election within sixty (60) days after the non-renewal, cancellation, or termination. If you do not elect within this time frame, you will have waived your right to purchase the **extended reporting period**.

A purchased **extended reporting period** will extend to selected Coverage Parts coverage for a period of time but only to **claims** that are:

- (i) first made during the **extended reporting period**;
- (ii) reported to us according to this policy's notice and reporting requirements; and
- (iii) for **wrongful acts** that occurred prior to the date of such termination, cancellation or non-renewal.

The purchased **extended reporting period** becomes part of the **policy period**. Any premium for an **extended reporting period** will be deemed fully earned at the beginning of the **extended reporting period**. There will be no additional limit of liability for the **extended reporting period**.

VI. NOTICE AND REPORTING

A. Reporting a Claim in any Liability Coverage Part

As a condition precedent to our policy obligations, you must provide written notice of a **claim** as soon as practicable after a **responsible person** first becomes aware of such **claim**.

- (i) If the policy has been renewed with us, we will not assert that the notice of a **claim** is untimely unless we have been prejudiced by such late notice.
- (ii) If the policy has not been renewed with us, you must at the very latest, submit written notice of a **claim** no later than:
 - (a) ninety (90) days after the **policy period** terminates or expires, if there is no extended reporting period; or
 - (b) the expiration date of the purchased **extended reporting period**.

B. Reporting a Notice of Circumstances in any Liability Coverage Part

- (i) If during the **policy period** you first become aware of circumstances that may give rise to a **claim**, you may elect to submit a written notice of circumstance to us. Such written notice must contain a description of the circumstances, the nature of the **wrongful act**, persons involved and the nature of the relief sought.
- (ii) Any subsequent **claim** that is based upon or arises out of a **noticed matter** will be deemed to have first been made in the **policy period** in which we accepted the notice of circumstances.

GENERAL TERMS AND CONDITIONS

- C. **Non-liability coverage parts** will have their own reporting provisions.
- D. Except with respect to any applicable **pre-claim expenses** described in Section II Supplementary Benefits paragraph C we will not provide coverage for fees, costs, or expenses incurred prior to the time a **claim** is noticed, even if such fees, costs, or expenses benefit the defense of a covered **claim**.

E. Notice Mailing

Written notices of a **claim** or circumstance should be directed to us at the mailing address or email address indicated in Item 3 of the General Terms and Conditions Declarations. A notice on one Coverage Part will be deemed notice to all Coverage Parts. All other notices should be sent to us at the address or email set forth in Item 3 of the General Terms and Conditions Declarations.

We will send all correspondence to you at the address set forth in Item 1 of the General Terms and Conditions Declarations.

We will consider the effective date of notice to be the date of mailing with sufficient proof of mailing.

VII. RELATED CLAIMS

All **related claims** will be treated as one **claim** first made on the date the first of such **related claims** was first made or deemed made according to the provisions of the applicable Coverage Part of this policy.

VIII. COOPERATION AND CONSENT

You agree:

- (i) to provide us full cooperation, assistance, and any information we may reasonably request when seeking coverage under this policy;
- (ii) to do nothing that may increase our liabilities or prejudice our potential or actual rights of recovery or subrogation;
- (iii) not to incur any **loss**, or any other costs or expenses for which you are seeking coverage under this policy, or admit any liability or assume any contractual obligation, without our prior written consent; and
- (iv) not to accept or consent to any settlement, or make any offer of settlement, or stipulate to any judgment, without our prior written consent; however, our consent will not be required if you can settle the **claim**, including all **related claims** and **loss** (including **defense costs**) for an aggregate amount that does not exceed the Retention.

We will:

- (a) have the right to make any reasonable investigation into any **claim** or **noticed matter** that we deem necessary or appropriate;
- (b) make any settlement of any **claim** that we deem reasonable, provided such settlement is made with your consent;
- (c) not withhold written consent unreasonably; and
- (d) not be liable for any **loss**, or any other costs or expenses for which you are seeking coverage under this policy, or admission of liability, or any contractual obligation unless we have provided prior written consent.

IX. APPLICATION

We have relied upon the truthfulness and accuracy of the statements, representations, and information in the **application**, which is incorporated into this policy.

GENERAL TERMS AND CONDITIONS

If the **application's** statements, representations, and information contain any actual or knowing misrepresentations or omissions which materially affect our acceptance of the risk or the hazard assumed by us under this policy, then we will not cover **loss** in connection with any **claim**:

- (i) against an **insured person** based upon or arising out such misrepresentations or omissions if that **insured person** had actual knowledge of such misrepresentations or omissions;
- (ii) against an **insured entity** based upon or arising out such misrepresentations or omissions if the Chief Executive Officer, Chief Financial Officer or such functionally equivalent positions of the **named insured** had actual knowledge of such misrepresentations or omissions.

The **application** will be considered a separate request for coverage by each **insured person**. We will not rescind or void this policy with respect to any **insured**.

X. CHANGE OF CONTROL

With respect to any **liability coverage part**:

In the event of a **change of control**, the premium will become fully earned as of the effective date. We will not be liable for any **wrongful act** committed, attempted, or allegedly committed or attempted by any **insured** after the effective date of a **change of control**. We will however, continue to provide coverage until the policy is otherwise cancelled, terminated, or expires, but only for **wrongful acts** by any **insureds** prior to the date of a **change of control**. The extended reporting provision in Section V will not apply to a **change of control** event.

If you notify us in writing at least sixty (60) days prior to the **change of control**, we will provide you with proposed additional terms and conditions for run-off coverage subject to an additional premium and payment by you.

Non-liability coverage parts will have specific change of control provisions applicable to such Coverage Part.

XI. SUBSIDIARY

With respect to any **liability coverage part**:

A **subsidiary** and its **insureds** acquired or created before or during the **policy period** will be afforded coverage for a **claim** arising from **wrongful acts** which occur while that **subsidiary** is under the **management control** of an **insured entity**. There will be no acquisition threshold with respect to any **subsidiary**.

If an **insured entity** ceases **management control** of a **subsidiary** during the **policy period**, coverage will continue until the policy is otherwise terminated or cancelled, but coverage will apply to such **subsidiary** and its **insureds** only for **claims** for **wrongful acts** which occurred prior to such cessation.

XII. CANCELLATION OR TERMINATION

This policy may only be cancelled or terminated by one of the following events:

- (i) by us, for nonpayment of premium, in which event we will send you a written notice twenty (20) days prior to the effective date of such cancellation;
- (ii) by the **named insured** for any reason if we receive written notice twenty (20) days prior to the date the policy should be cancelled; or
- (iii) the expiration of the **policy period**.

Any returned premium will be computed on a pro rata basis.

XIII. SUBROGATION AND RECOUPMENT

GENERAL TERMS AND CONDITIONS

If we pay any **loss** or other similar cost or expense under this policy, we reserve all rights to subrogation. We will not subrogate against you. You agree that we have the right to recoup any amount paid to you, or on your behalf, if such amount was not owed under this policy.

Any amounts recovered by subrogation or recoupment, less costs expended for the recovery, will be applied to the limit of liability of the applicable Coverage Part.

XIV. GENERAL POLICY PROVISIONS

The **named insured** agrees to act on behalf of all **insureds** with respect to:

- (i) providing or receiving any notice;
- (ii) the payment of any premiums;
- (iii) receiving any applicable return premiums; and
- (iv) agreeing to and acceptance of any endorsements.

This policy, including the **application**, constitutes the entire contract existing between you and us or any of our agents relating to this insurance.

The provisions of this policy cannot be waived or changed except by written endorsement issued to form a part of this policy. We will not be bound by any assignment of interest under this policy unless this assignment is specifically endorsed to the policy.

XV. REFERENCE TO LAW

Any reference to United States law will also include United States federal, state and local statutory law, and any rules, regulations and amendments of such law or any such equivalent foreign law.

XVI. FINANCIAL INSOLVENCY

Financial insolvency will not impact our obligations, rights or defenses under this policy. We will not object to your efforts to obtain relief or stay from any injunction issued as a result of **financial insolvency**.

XVII. ACTION AGAINST THE COMPANY

No action may be taken against us unless, as a condition precedent, there has been full compliance with all the terms and conditions of this policy. Further, no person or entity will have any right under this policy to join us as a party to any action against any **insured** to determine such **insured's** liability, nor can we be impleaded by the **insured** or legal representatives of such **insured**.

XVIII. STATE AMENDATORY INCONSISTENCY STATEMENT

In the event that there is an inconsistency between the terms and conditions of this policy and any state amendatory endorsement, where permitted by law, we will apply the terms and conditions that are most favorable for you.

XIX. TERRITORY

Coverage will apply worldwide. This policy does not provide coverage for any **insured**, transaction, that part of **loss**, or other similar cost or expense that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.



GENERAL TERMS AND CONDITIONS

IN WITNESS WHEREOF, we have caused this policy to be executed by our Chairman and Secretary, but this policy shall not be binding upon us unless completed by the attachment of the Declarations.

Chairman

Secretary

**DIRECTORS AND OFFICERS AND
ENTITY LIABILITY COVERAGE PART**

In consideration of the premium and subject to the Declarations and the General Terms and Conditions, the parties agree as follows:

I. INSURING AGREEMENTS

- A. Side A
We will pay **non-indemnifiable loss** on behalf of an **insured person** arising from a **claim** against such **insured person** first made during the **policy period**.
- B. Side B
We will pay **loss** on behalf of an **insured entity** arising from a **claim** against an **insured person** first made during the **policy period** but only to the extent the **insured entity** has indemnified the **insured person** for such **loss**.
- C. Side C
We will pay **loss** on behalf of an **insured entity** arising from a **claim** against such **insured entity** first made during the **policy period**.

II. COVERAGE EXTENSIONS

The following coverage extensions, if subject to a sublimit, are part of, and not in addition to, the aggregate limit of liability set forth in Item 2 of this Coverage Part Declarations.

- A. Sublimited Demand Response Costs
We will pay **demand response costs** on behalf of an **insured entity** for all **demands** first received by the **insured entity** during the **policy period**. The total amount that we will pay for **demand response costs** will be the sublimit of liability set forth in Item 4A of this Coverage Part Declarations.
- B. Sublimited Crisis Event Expenses
We will pay **crisis event expenses** on behalf of an **insured entity** arising from any **crisis event** first occurring during the **policy period**. The total amount that we will pay for **crisis event expenses** will be the sublimit of liability set forth in Item 4B of this Coverage Part Declarations.
- C. Side A Additional Limit of Liability
Solely with respect to **non-indemnifiable loss**, we will pay an additional limit of liability for **executives** in the amount set forth in Item 3, Side A Additional Limit of Liability of this Coverage Part Declarations, which will be in addition to and not part of the aggregate limit of liability set forth in Item 2 of this Coverage Part Declarations. The Side A Additional Limit of Liability will be excess of any other insurance specifically written as excess of the aggregate limit of liability in Item 2 of this Coverage Part Declarations.
- D. Side A Extended Reporting Period Option
In the event that an **insured entity** does not purchase an **extended reporting period** prior to the expiration of the time frame indicated in Section V Extended Reporting Period for Liability Coverage Parts Only of the General Terms and Conditions, then the **insured person(s)** will have the right to purchase an **extended reporting period**. The **insured person(s)** must notify us of this election in writing within thirty (30) days after such expiration. Any **extended reporting period** purchased by any **insured person(s)** will apply only to **claims** made against such **insured person(s)** under the Side A Insuring Agreement. All other terms and conditions of Section V Extended Reporting Period for Liability Coverage Parts Only will apply to the **extended reporting period** for such **insured person(s)**. There will not be a separate or additional limit of liability for such **extended reporting period**.

DIRECTORS AND OFFICERS AND ENTITY LIABILITY COVERAGE PART

III. DEFINITIONS

Any defined word not defined in this Coverage Part will have the meaning assigned to it in the General Terms and Conditions.

Anti-bribery means any United States law which prohibits direct or indirect bribery or corruption.

Antitrust means any actual or alleged violation of any United States law which prohibits anti-trust, price fixing or price discrimination, restraint of trade or competition, monopolization, or predatory pricing.

Books and records demand means a written request by, or on behalf of, an **insured entity's** securityholder to inspect the **insured entity's** books, records, and stock ledgers pursuant to a statutory right of inspection.

Claim means any:

- (i) written demand (excluding a subpoena) for monetary, non-monetary, injunctive, or declaratory relief including a request for alternative dispute resolution, **extradition**, or request to toll or waive a statute of limitations;
- (i) civil or criminal proceeding commenced by the earlier of: (a) the return of service of a complaint or indictment upon an **insured**; (b) the filing of an indictment or information with respect to an **insured**; or (c) the arrest or detainment of an **insured**; or
- (ii) a formal administrative or regulatory proceeding evidenced by a formal notice of charges or a formal notice of investigation,

against such **insured** for a **wrongful act**, including any appeal therefrom. **Claim** will also include any **inquiry**. **Claim** will not include a **books and records demand** or any **securityholder derivative demand**.

Unless specifically stated elsewhere in this Coverage Part, a **claim** will be deemed first made on the earliest of the date on which the **claim** is served upon, or first received by, any **insured**, or the applicable notice or order is filed or entered.

Conduct means the: (i) gaining of profit or other advantage to which the **insured** was not legally entitled; or (ii) commission of a deliberate crime, deliberate fraud, or a deliberate dishonest act or omission, or willful violation of any law or regulation, provided such conduct is established by a final non-appealable adjudication (excluding a declaratory action or proceeding by, or against us) in the underlying action.

Contractual liability means your actual or alleged liability voluntarily undertaken by you in any contract or agreement. **Contractual liability** does not include liability that would be imposed upon you in the absence of such contract or agreement.

Crisis event means the:

- (i) death, incapacity, or criminal indictment of the Chief Executive Officer, Chief Financial Officer or such functionally equivalent position of the **named insured**;
- (ii) public announcement that an **insured entity** intends to file for bankruptcy protection; or
- (iii) public announcement of an impending governmental, regulatory, or criminal proceeding against an **insured entity**.

Crisis event does not include any **anti-bribery** investigation, examination, or request, or any **routine examination**.

Crisis event expenses mean the reasonable and necessary fees, costs, and expenses that are incurred by an **insured entity** to minimize potential economic harm in response to a **crisis event**. Such **crisis event expenses** include fees, costs, and expenses to:

- (i) retain an outside law firm, public relations firm, or crisis management firm, to advise the **insured entity**;
- (ii) manage press coverage, publicity and press relationships, advertising and mailing of materials.

DIRECTORS AND OFFICERS AND ENTITY LIABILITY COVERAGE PART

Crisis event expenses do not include **overhead expenses**, expenses incurred prior to any notice submitted to us, or expenses incurred after one hundred and eighty (180) days from the date the **crisis event** was noticed to us.

Defense costs mean the reasonable and necessary fees, costs, and expenses, incurred by an **insured** in the investigation, defense, or appeal of any covered **claim**, including the premium for appeal, attachment, or similar bonds arising out of a covered judgment. **Defense costs** do not include **demand response costs** or **overhead expenses**.

Demand means any **books and records demand** or any **securityholder derivative demand**.

Demand response costs mean the reasonable and necessary fees, costs, and expenses incurred by an **insured entity** in responding to: (i) a **books and records demand**; or (ii) in connection with the investigation of a **securityholder derivative demand**. **Demand response costs** do not include **overhead expenses**.

Discrimination/harassment means any actual or alleged discrimination against, or harassment of, a third party by an **insured**.

Employee means any natural person, who is a past, present, or future full-time, part-time, seasonal or temporary worker, or volunteer of an **insured entity**. **Employee** does not include any **executive** or independent contractor.

Employment related means any matter relating to the responsibilities, obligations or duties of an employer to any **employee**, or prospective employee, including **wage and hour**, as imposed by United States law or common law.

ERISA means any actual or alleged violation of the Employee Retirement Income Security Act of 1974, (including the Consolidated Omnibus Budget Reconciliation Act of 1985)(COBRA).

Executive means any:

- (i) past, present, or future duly elected or appointed director (including a shadow or de facto director), trustee (excluding a bankruptcy or litigation trustee), advisory board member, officer, governor, or managing member of a management committee of an **insured entity**;
- (ii) past, present, or future In-House General Counsel or Risk Manager, or such functionally equivalent position, of the **named insured**;
- (iii) holder of such functionally equivalent position to those included in paragraph (i) in an **insured entity** organized and operated outside of the United States of America, its territories or possessions; or
- (iv) holder of such functionally equivalent position to those included in paragraph (i) above in an **outside entity** while serving at an **insured entity's** specific request or direction.

Executive does not include any **employee**.

Extradition means the formal process by which an **executive** outside of the United States is surrendered, or requested to surrender, to another country to respond to a criminal accusation. An **extradition** is commenced by an arrest, detainment, or incarceration of the **executive** by any foreign jurisdiction law enforcement authority.

Inadequate consideration means an allegation that the price or consideration paid or proposed to be paid for the acquisition or completion of the acquisition of all or substantially all the ownership interest in or assets, shares or securities of an entity by an **insured**, or of an **insured entity**, is inadequate.

Inquiry means any:

- (i) investigation against an **insured person** for a **wrongful act**, evidenced by a search warrant, subpoena, or target letter, or similar investigatory document; or
- (ii) written request by an **insured entity** of an **insured person** for an interview, meeting, sworn testimony, or documents in connection with a **securityholder derivative demand**.

Inquiry will not include any **anti-bribery** investigation, examination, or request or any **routine examination**.

Insured means any **insured person** or any **insured entity**.

**DIRECTORS AND OFFICERS AND
ENTITY LIABILITY COVERAGE PART**

Insured person means any **employee** or **executive**.

Intellectual property means any actual or alleged misappropriation, violation or infringement of: ideas, confidential information, trade secrets, copyright, trademark, patent, or other intellectual property right.

Loss means the amount you are legally obligated to pay as a result of a **claim** including compensatory damages, settlements, judgments, pre-judgment and post-judgment interest, claimants' attorney fees and costs attributable to the covered portion of a settlement or imposed as a result of a covered judgment, and **defense costs**. **Loss** will include **crisis event expenses**, **pre-claim expenses** and **demand response costs**.

Loss will also include:

- (i) punitive, exemplary, or multiplied damages if such damages are insurable under the law in the jurisdiction which is most favorable to you, provided that such jurisdiction has a substantial relationship to us, you, or to the **claim** giving rise to such **loss**;
- (ii) civil fines or penalties assessed against an **insured person** for an unintentional and non-willful violation of law that are insurable under the law to which this policy is construed, including civil fines or penalties assessed pursuant to 15 U.S.C. §78dd-2(g)(2)(B) (the Foreign Corrupt Practices Act);
- (iii) solely with respect to coverage afforded by the Side A Insuring Agreement, any tax imposed upon an **insured person** in his/her capacity as such in connection with the **financial insolvency** of an **insured entity**.

Loss does not include:

- (a) costs to comply with any order or agreement to provide non-monetary or injunctive relief;
- (b) taxes, fines, or penalties (other than those referenced in (i), (ii) or (iii) above);
- (c) **clean-up costs**;
- (d) amounts not insurable under the law to which this policy is construed; or
- (e) any amount for which an **insured** is absolved from payment by reason of any covenant, agreement, or court order.

Non-indemnifiable loss means any **loss** incurred by an **insured person** that an **insured entity** fails or refuses to pay, advance, or indemnify:

- (i) due to **financial insolvency**; or
- (ii) because such indemnification is not permitted pursuant to law.

Outside entity means any entity exempt from federal income tax pursuant to Sections 501(c)(3),(4),(6),(7), and (10) of the United States Internal Revenue Code, as amended; provided such entity is not an **insured entity**.

Overhead expenses mean the salaries, wages, fees, overhead, or benefit expenses associated with any **insured**.

Pending or prior litigation means any action, proceeding, investigation, inquiry, or written demand commenced against you pending on or prior to the date set forth in Item 6 of this Coverage Part Declarations.

Personal injury means any actual or alleged:

- (i) wrongful entry or eviction, or other invasion of the right of private occupancy;
- (ii) libel, slander, or defamation of any person;
- (iii) violation of any person's right of privacy;
- (iv) false arrest or false imprisonment;
- (v) malicious prosecution, malicious use or abuse of process; or
- (vi) violation of any United States law which regulates or governs commercial solicitation, messaging, automatic contract renewals, or anti-spam (including commercial emails and spam, telemarketing, texts, and electronic commerce).

DIRECTORS AND OFFICERS AND ENTITY LIABILITY COVERAGE PART

Prior notice means any matter, fact, circumstance, situation, transaction, event, or **wrongful act** that has been the subject of any notice accepted under any directors and officers liability policy or comparable policy, coverage section or coverage part of which this Coverage Part is a direct or indirect renewal or replacement.

Product defect means, with respect to any goods or products manufactured, produced, processed, packaged, sold, marketed, distributed, or developed by, or on behalf of, any **insured entity**, any actual or alleged:

- (i) failure, malfunction, or performance failure of such goods or products; or
- (ii) false labeling, false advertising, or misrepresentation in advertising of such goods or products.

Professional services mean the performance of, or failure to perform, services for others for a fee or other remuneration.

Publicly traded securities mean any registered debt or equity securities of an **insured entity** or an **outside entity** that are offered for purchase or sale to the public. **Publicly traded securities** will not include any: (i) unregistered securities; (ii) securities related to a failed undertaking of, or failure to complete, an initial public offering; or (iii) preparation for a public offering, including any road show presentation to potential investors.

Securityholder claim means any **claim** by any owner(s) of an **insured entity's** equity or debt securities brought in such capacity. **Securityholder claim** includes a **securityholder derivative suit**.

Securityholder derivative demand means any written demand by one or more securityholders of an **insured entity** upon the board of directors (or such functionally equivalent management body) of such **insured entity** to commence an investigation or to bring a **securityholder derivative suit**.

Securityholder derivative suit means a lawsuit brought derivatively on behalf of an **insured entity** by one or more securityholders of such **insured entity** against: (i) one or more **executives** of such **insured entity**; or (ii) the **insured entity** as a nominal defendant.

Unfair trade practices mean any actual or alleged violation of United States law or common law which prohibits unfair or deceptive trade or business practices.

Wage and hour means any actual or alleged violation of any United States law or common law which regulates or governs employment wage, pay, or labor requirements or standards, including but not limited to:

- (i) the calculation, recordkeeping, timing or manner of payment of minimum wages, prevailing pay rates, overtime pay, or other compensation alleged to be due and owing, including the failure to compensate for any unpaid vacation pay, off the clock or remote work, or for employer sponsored activities;
- (ii) failure to provide or enforce legally required meal or rest break periods;
- (iii) the classification of any entity or person for wage and hour purposes;
- (iv) garnishments, withholdings, or other deductions from wages;
- (v) use of federal or state tip credits or maintenance and distribution of tip pools; or
- (vi) reimbursement of work-related expenses or tools to any person providing services or labor to or on behalf of an **insured entity**,

or any such similar practices, policies, or procedures.

Whistleblower Activity means the lawful activity of an **insured person**, with respect to any alleged wrongdoing by an **insured**, who causes information to be provided to the attention of, or otherwise assists in an investigation by, a governmental or law enforcement agency, provided such activities are protected by statute with rights and remedies for retaliation recognized under United States law.

Wrongful act means any:

- (i) error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted or allegedly committed, or attempted, by:
 - (a) an **insured person** in his/her capacity as such; or
 - (b) an **insured entity**; or
- (ii) matter claimed against an **insured person** solely by reason of his/her status as such.

DIRECTORS AND OFFICERS AND ENTITY LIABILITY COVERAGE PART

IV. COVERAGE PART EXCLUSIONS

We will not cover **loss** in connection with any **claim**:

- A. based upon or arising from:
 - (i) **conduct**;
 - (ii) **prior notice**;
 - (iii) **pending or prior litigation**;
 - (iv) **discrimination/harassment**;
 - (v) **publicly traded securities**;
 - (vi) **employment related**; provided this exclusion (vi) will not apply to any **claim** (other than a **wage and hour claim**) against an **insured person**; or
 - (vii) **pollution**; provided this exclusion (vii) will not apply to any:
 - (a) **claim** for **non-indemnifiable loss**; or
 - (b) **securityholder claim**.
- B. against an **insured entity** that is based upon or arising from:
 - (i) **antitrust**;
 - (ii) **contractual liability**;
 - (iii) **unfair trade practices**;
 - (iv) **intellectual property**;
 - (v) **personal injury**;
 - (vi) **product defect**; or
 - (vii) **professional services**,

provided these exclusions B will not apply to any **securityholder claim**.
- C. for:
 - (i) **property damage**;
 - (ii) **ERISA**;
 - (iii) **inadequate consideration**; provided this exclusion (iii) will not apply to **defense costs**; or
 - (iv) **bodily injury**; provided this exclusion (iv) will not apply to any:
 - (a) any **claim** for **non-indemnifiable loss**;
 - (b) any **securityholder claim**;
 - (c) any actual or alleged emotional distress, mental anguish or humiliation made in connection with any **employment related claim** against an **insured person**; or
 - (d) **defense costs** incurred by an **executive** in the defense of a **claim** for any actual or alleged violation of a corporate manslaughter statute by such **executive**.
- D. brought by, or on behalf of, any **insured** in any capacity against any **insured**, or an **outside entity** against any **insured**, unless such **claim** is:
 - (i) a **securityholder derivative suit** or a derivative action brought on behalf of an **outside entity** against an **insured person** in his/her capacity for such **outside entity**;
 - (ii) brought while the **insured entity** or **outside entity** is in **financial insolvency**;
 - (iii) brought by an **executive** who has not been in his/her insured capacity for at least one (1) year;
 - (iv) for contribution or indemnity arising from a **claim** otherwise covered under this policy;
 - (v) brought against an **insured person** by another **insured person** actively engaged in **whistleblower activity**;
 - (vi) an **employment related claim** against an **insured person**; or
 - (vii) brought in a common law jurisdiction other than the United States or Canada, their territories or possessions.

**DIRECTORS AND OFFICERS AND
ENTITY LIABILITY COVERAGE PART****V. SPECIFIC LIMIT OF LIABILITY, SUBLIMITS AND RETENTIONS**

The most we will pay for all **loss** arising from all **claims**, **demands**, and **crisis events** is the aggregate limit of liability set forth in Item 2 of this Coverage Part Declarations.

A single Retention will apply to each **claim**. There will be no Retention applicable to **demand response costs**, **crisis events**, or coverage afforded under the Side A Insuring Agreement.

Item 4 of this Coverage Part Declarations sets forth the maximum amount we will pay for sublimits of liability for **demand response costs** and **crisis event expenses**.

VI. REQUEST FOR OPTIONAL SPECIFIC COVERAGES

If you choose to request coverage for **demand response costs** or **crisis event expenses** you must submit a written notice to the address located in Item 3 of the General Terms and Conditions Declarations.

With respect to the **demand response costs**, the notice must include the date the **demand** was first received, the parties involved, the nature of the **demand** and the relief sought.

With respect to **crisis event expenses**, the notice must be sent within sixty (60) days of the **crisis event** and include the date the **crisis event** first occurred, the nature of the **crisis event** and the expenses requested or anticipated.

Should there be a subsequent **claim** that is based upon or arises out of this noticed **demand** or **crisis event** we will consider that **claim** to have first been made during the **policy period** in which we received your first written notice.

VII. INDEMNIFICATION

It is agreed that an **insured entity** will indemnify its **insured person** to the fullest extent permitted by law.

VIII. DEFENSE COSTS AND ADVANCEMENT

We will pay **defense costs** on a current basis, but no later than ninety (90) days after we have received any invoice or bill, as well as any additional supporting documentation that we have reasonably requested.

If an **insured person** makes a written request for indemnification from an **insured entity** and within sixty (60) days of such request the **insured entity** fails to respond, or refuses to indemnify the **insured person**, then we will pay **defense costs** on behalf of the **insured person** after receipt of the **claim** in accordance with the above paragraph. We will continue to pay such **defense costs** until the **insured entity** fulfills its indemnification obligations, or the applicable limit of liability has been exhausted whichever occurs first.

We reserve all rights to recoup or recover from an **insured entity** any amount paid on behalf of an **insured person** in the event we pay **loss** that is an indemnification obligation within the Retention.

IX. DEFENSE OF CLAIMS

Subject to the following paragraph, we will have the right and duty to defend any **claim** even if the allegations in the **claim** are groundless, false, or fraudulent. Our duty to defend any **claim** will end, and we will have no further obligation to defend any **claim**, upon the exhaustion of the applicable limit of liability.

Solely with respect to any **employment related claim** you will have the duty to defend.

**DIRECTORS AND OFFICERS AND
ENTITY LIABILITY COVERAGE PART****X. ALLOCATION**

If we have the duty to defend a **claim** that incurs covered **loss** and uncovered loss because such **claim** includes covered and uncovered parties, or covered and uncovered matters, then the following will apply:

- (i) one hundred percent (100%) of **defense costs** incurred by such **insured** will be considered covered **loss**; and
- (ii) with respect to any loss other than **defense costs** you and we will use our best efforts to determine an allocation between covered **loss** and uncovered loss based on the relative legal and financial exposures of the parties to such matters.

Alternatively, if you have the duty to defend a **claim**, you and we will use our best efforts to determine an allocation between covered **loss** and uncovered loss based on the relative legal and financial exposures of the parties to such matters.

XI. OTHER INSURANCE

This Coverage Part will be excess of, and will not contribute with any valid and collectible insurance policy or Coverage Part that provides coverage or indemnifies **loss** for which this Coverage Part also provides coverage, unless such other insurance is written specifically as excess of the limit of liability of this Coverage Part.

This Coverage Part will be specifically excess of any valid and collectible insurance policy: (i) for environmental liability, cyber liability, professional services liability or employment practices liability; or (ii) written on a duty to defend basis unless such other insurance is written specifically as excess of the limit of liability of this Coverage Part.

With respect to an **executive** serving in his/her capacity as such for an **outside entity**, this Coverage Part will be excess of any insurance or indemnity available to such **insured person** by or on behalf of an **outside entity**.

Notwithstanding the above, this Coverage Part will apply as primary with respect to any personal umbrella or personal directorship liability insurance purchased by an **insured person**.

XII. IMPUTATION

We will only impute the conduct or knowledge of any past, present, or future Chief Executive Officer, Chief Financial Officer, or such functionally equivalent positions of the **named insured** to any **insured entity**.

We will not impute:

- (i) the conduct of any **insured person** with respect to **conduct** exclusion IV A(i) of this Coverage Part;
- (ii) the knowledge possessed by any **executive** with respect to any statements, representations, or information in the **application**; or
- (iii) the failure to provide us with full cooperation, assistance, or information as required, to any other **insured person**, nor will (i), (ii) or (iii) above impair the rights of any other **insured person** under this Coverage Part.

XIII. PRIORITY OF PAYMENTS

The coverage under this Coverage Part is intended principally to benefit the **insured person**. In the event that **loss** under the Side A Insuring Agreement, and any other insuring agreement or coverage extension are due simultaneously, then we will first pay **non-indemnifiable loss** on behalf of the **insured person**. In all other instances we will pay **loss** as it becomes due.

**EMPLOYMENT PRACTICES AND
THIRD PARTY LIABILITY COVERAGE PART**

In consideration of the premium and subject to the Declarations and the General Terms and Conditions, the parties agree as follows:

I. INSURING AGREEMENT

We will pay **loss** on behalf of the **insureds** arising from a **claim** against such **insureds** first made during the **policy period**.

II. SETTLEMENT RETENTION CREDIT

With respect to the settlement of a **claim**, if you and the claimant consent to the initial settlement offer, as recommended by us, within thirty (30) days of being made aware of such offer by us, we will reduce the applicable Retention for such **claim** by the lesser amount of ten percent (10%) of the Retention or ten thousand dollars (\$10,000) provided the settlement exceeds the Retention and such Retention has been met by the **insured**.

In the event that one **claim** is eligible for both this Settlement Retention Credit and the Mediation Retention Reduction found in Section II A Supplementary Benefits of the General Terms and Conditions, then the **insured entity** will receive only one such benefit.

III. DEFINITIONS

Any defined word not defined in this Coverage Part will have the meaning assigned to it in the General Terms and Conditions.

Antitrust means any actual or alleged violation of any United States law which prohibits antitrust, price fixing or price discrimination, restraint of trade or competition, monopolization, or predatory pricing, including horizontal or other price fixing of wages, hours, salaries, compensation, benefits, or any other terms or conditions of employment.

Applicant means any applicant or prospective applicant for employment with an **insured entity**.

Assumed liability means your voluntary assumption of the liability of others undertaken by you in any oral or written contract or agreement, unless such liability would have attached to you in the absence of such contract or agreement.

Breach means an intentional unauthorized access, intrusion, or control over an **insured's** computer system or network by a third party for some illicit purpose.

Claim means any:

- (i) written demand (excluding a subpoena) for monetary, non-monetary, injunctive, or declaratory relief, including a request to toll or waive a statute of limitations;
 - (ii) written request for arbitration, mediation, or other alternative dispute resolution; or
 - (iii) civil, administrative, or regulatory proceeding (excluding an audit), including an **EEOC proceeding** or proceeding by the Office of Federal Contract Compliance Programs,
- by or on behalf of an **employee, applicant, or third party**, in their capacity as such, against an **insured** for a **wrongful act**.

Claim will not include any criminal proceeding, criminal administrative or regulatory proceeding, criminal investigation, or labor or grievance arbitration or proceeding pursuant to a collective bargaining agreement or similar agreement.

Unless specifically stated elsewhere in this Coverage Part, a **claim** will be deemed first made on the earliest of the date on which the **claim** is served upon, or first received by, any **insured**.

EMPLOYMENT PRACTICES AND THIRD PARTY LIABILITY COVERAGE PART

Defense costs mean the reasonable and necessary fees, costs, and expenses, including the cost of expert consultants and witnesses, incurred by an **insured** in the investigation, defense, or appeal of any covered **claim**, including the premium for appeal, attachment, or similar bonds arising out of a covered judgment. **Defense costs** include **diversity sensitivity training costs**. **Defense costs** do not include **overhead expenses**.

Discrimination means any alleged or actual violation of any United States law or common law which prohibits discrimination.

Diversity sensitivity training costs mean the reasonable and necessary costs incurred by an **insured entity** for any training, reeducation, sensitivity, or protected class development programs which the **insured entity** is obligated to establish by reason of a judgment, settlement, or alternative dispute resolution process in a covered **claim**.

EEOC proceeding means any investigative proceeding before the Equal Employment Opportunity Commission, or an adjudicatory or investigative proceeding before any similar federal, state, or local government body whose purpose is to address any **wrongful employment practice**.

Employee means any natural person, who is a past, present, or future full-time, part-time, seasonal or temporary worker, volunteer, intern, or **independent contractor** of an **insured entity**.

Employment related benefits mean perquisites, fringe benefits, deferred compensation, or payments (including insurance premiums and benefit claim payments) in connection with an employee benefit plan, **stock benefits** (or the equivalent value thereof), and any other payment to or for the benefit of an **employee** arising out of the employment relationship. **Employment related benefits** will not include salary, wages, commissions, or non-deferred cash incentive compensation.

ERISA means any actual or alleged violation of the Employee Retirement Income Security Act of 1974, (including the Consolidated Omnibus Budget Reconciliation Act of 1985)(COBRA).

Executive means any:

- (i) past, present, or future duly elected or appointed director, trustee (excluding a bankruptcy or litigation trustee), officer, governor, or managing member of a management committee of an **insured entity**;
- (ii) past, present, or future In-House General Counsel, Risk Manager, or Director of Human Resources, or such functionally equivalent position, of the **named insured**; or
- (iii) holder of such functionally equivalent position to those included in paragraphs (i) and (ii) above in any **insured entity** formed or organized outside of the United States, its territories or possessions.

Executive does not include any **employee**.

Harassment means any actual or alleged sexual harassment or other unlawful harassment, including bullying, quid pro quo sexual harassment, or hostile work environment.

Insured means any **insured person** or any **insured entity**.

Insured person means any **executive** or **employee**.

Invasion of privacy means any actual or alleged failure by an **insured** to secure an **employee's personal information** from unauthorized use or disclosure resulting in injury to such **employee**; provided **invasion of privacy** does not include unauthorized use or disclosure caused by a **breach**.

Loss means the amount that you are legally obligated to pay as a result of a **claim** including awards, settlements, compensatory damages (including back pay and front pay), judgments, pre-judgment and post-judgment interest, and claimants' attorney fees and costs attributable to the covered portion of a settlement or imposed as a result of a covered judgment, and **defense costs**.

EMPLOYMENT PRACTICES AND THIRD PARTY LIABILITY COVERAGE PART

Loss will also include:

- (i) punitive, exemplary, or multiplied damages if such damages are insurable under the law in the jurisdiction which is most favorable to you; provided that such jurisdiction has a substantial relationship to us, you, or to the **claim** giving rise to such **loss**;
- (ii) liquidated damages awarded pursuant to the Age Discrimination in Employment Act, the Family Medical Leave Act, or the Equal Pay Act;
- (iii) **pre-claim expenses**.

Loss does not include:

- (a) costs to comply with any order or agreement to provide non-monetary relief or injunctive relief, or any accommodation under any United States law or common law which prohibits discrimination based on disability;
- (b) taxes, fines or penalties (other than those referenced in (i) above);
- (c) **clean-up costs**;
- (d) compensation earned by the claimant in the course of employment but unpaid by the **insured**, including salary, wages, commissions, severance, bonus, carried interest, or incentive compensation;
- (e) amounts not insurable under the law to which this policy is construed;
- (f) any amount for which an **insured** is absolved from payment by reason of any covenant, agreement, or court order;
- (g) future salary, wages, or commissions of a claimant who is hired, promoted, or reinstated to employment pursuant to a settlement of, order in, or other resolution of any **claim**; or
- (h) **employment related benefits**.

NLRA means any actual or alleged violation of the National Labor Relations Act, or similar law governing employees' rights and employers' duties with respect to unions, bargaining, strikes, boycotts, picketing, lockouts, or collective activities.

OSHA means any actual or alleged violation of the Occupational Safety and Health Act of 1970, or similar law governing workplace safety and health.

Overhead expenses mean the salaries, wages, fees, overhead, or benefit expenses associated with any **insured**.

Pending or prior litigation means any action, proceeding, investigation, inquiry, or written demand commenced against you pending on or prior to the date set forth in Item 4 of this Coverage Part Declarations.

Personal information means any nonpublic personal information relating to an identified or identifiable natural person.

Prior notice means any matter, fact, circumstance, situation, transaction, event, or **wrongful act** that has been the subject of any notice accepted under any employment practices liability policy or comparable policy, coverage section, or coverage part of which this Coverage Part is a direct or indirect renewal or replacement.

Responsible person will also mean the Director of Human Resources or such functionally equivalent position of the **named insured**.

Retaliation means any actual or alleged retaliatory act by an **insured** against an **employee** arising from such **employee's**:

- (i) **whistleblower activity**;
- (ii) participation, assistance, testimony, or cooperation in any internal or external proceeding or investigation regarding violations of law by an **insured**; or
- (iii) exercise of his/her rights, refusal to violate any law, or opposition to any unlawful practice or activity.

EMPLOYMENT PRACTICES AND THIRD PARTY LIABILITY COVERAGE PART

Stock benefits mean any:

- (i) offering, plan, or agreement between an **insured entity** and any **employee** which grants stock, stock warrants, or stock options of an **insured entity** to any such **employee**, including grants of stock options, restricted stock, stock warrants, performance stock shares, or any other compensation or incentive granted in the form of securities of the **insured entity**; or
- (ii) payment or instrument in the amount or value of which is derived from the value of securities of the **insured entity**, including stock appreciation rights or phantom stock plans or arrangements.

Stock benefits will not include employee stock ownership plans or employee stock purchase plans.

Third party means any natural person who is not an **employee** or **executive**.

Third party wrongful act means any **discrimination** or **harassment** of a **third party** committed, attempted, or allegedly committed or attempted by an **insured** in such capacity.

Wage and hour means any actual or alleged violation of any United States law which regulates or governs employment wage, pay, or labor requirements or standards (except for the Equal Pay Act) including but not limited to:

- (i) the calculation, recordkeeping, timing or manner of payment of minimum wages, prevailing pay rates, overtime pay or other compensation alleged to be due and owing, including the failure to compensate for any unpaid vacation pay, off the clock or remote work, or for employer sponsored activities;
- (ii) failure to provide or enforce legally required meal or rest break periods;
- (iii) the classification of any entity or person for wage and hour purposes;
- (iv) garnishments, withholdings, or other deductions from wages;
- (v) use of federal or state tip credits or maintenance and distribution of tip pools; or
- (vi) reimbursement of work-related expense or tools to any person providing services or labor to or on behalf of an **insured entity**,

or any such similar practices, policies or procedures.

WARN means any actual or alleged violation of the Workers' Adjustment and Retraining Notification Act, or similar law governing employer notice requirements in advance of lay-offs or facility closings.

Whistleblower activity means the lawful activity by an **employee**, with respect to any alleged wrongdoing by an **insured**, who causes information to be provided to the attention of, or otherwise assists in an investigation by, a governmental or law enforcement agency, provided such activities are protected by statute with rights and remedies for retaliation recognized under United States law.

Worker benefits mean any actual or alleged violation of any United States law governing workers' compensation, unemployment insurance, social security, or disability benefits.

Workplace tort means any:

- (i) negligent hiring, training, supervision, or evaluation of **employees**;
- (ii) failure to adopt or enforce adequate workplace or employment policies and procedures;
- (iii) false imprisonment, false arrest, detention, or malicious prosecution;
- (iv) libel, slander, defamation, or humiliation;
- (v) **invasion of privacy**; or
- (vi) wrongful infliction of emotional distress.

Wrongful act means: (i) any **wrongful employment practice** but only with respect to any **employee** or any **applicant**; or (ii) any **third party wrongful act** but only with respect to any **third party**. A **wrongful act** includes any actual or alleged conduct that takes place via electronic communication, including social media and internet websites.

EMPLOYMENT PRACTICES AND THIRD PARTY LIABILITY COVERAGE PART

Wrongful employment decision means any:

- (i) actual or constructive wrongful dismissal, discharge, or termination of employment;
- (ii) wrongful deprivation of career opportunity, demotion, failure to grant tenure, failure to train, failure to employ or promote, or failure to advance to the status of partner or equity partner;
- (iii) employment related misrepresentation, including inducement to become or remain employed based on an erroneous job description; or
- (iv) wrongful discipline of **employees**.

Wrongful employment practice means any employment related:

- (i) breach of any written employment contract or agreement, including any written contract or agreement concerning severance payments or contractual obligation arising out of any employee handbook, personnel manual, policy statement, or other representation;
 - (ii) **discrimination**;
 - (iii) **harassment**;
 - (iv) **retaliation**;
 - (v) **workplace tort**; or
 - (vi) **wrongful employment decision**,
- committed, attempted, or allegedly committed or attempted by an **insured** in such capacity.

IV. COVERAGE PART EXCLUSIONS

We will not cover **loss** in connection with any **claim**:

- A. based upon or arising from:
 - (i) **assumed liability**;
 - (ii) **prior notice**;
 - (iii) **pending or prior litigation**;
 - (iv) **wage and hour**; provided this exclusion (iv) will not apply to any **claim** on account of **retaliation**;
 - (v) **antitrust**; provided this exclusion (v) will not apply to any **claim** on account of **retaliation**; or
 - (vi) **pollution**; provided this exclusion (vi) will not apply to any **claim** on account of **retaliation**.
- B. for:
 - (i) **property damage**;
 - (ii) **bodily injury**; provided this exclusion (ii) will not apply to any actual or alleged emotional distress, mental anguish or humiliation when made in connection with any **claim**;
 - (iii) **worker benefits**, **ERISA** (except for Section 510), **OSHA**, **WARN**, or **NLRA**; provided these exclusions (iii) will not apply to any **claim** on account of **retaliation**; or
 - (iv) any breach of any written employment contract or agreement, including any severance agreement or golden parachute agreement, or any compensation agreement payable upon the termination of any **employee**; provided this exclusion (iv) will not apply to:
 - (a) **defense costs**, or
 - (b) liability that would be imposed in the absence of such employment contract or agreement.

V. SPECIFIC LIMIT OF LIABILITY, SUBLIMITS AND RETENTIONS

The most we will pay for all **loss** arising from all **claims** is the aggregate limit of liability set forth in Item 2 of this Coverage Part Declarations

A single Retention will apply to each **claim**.

EMPLOYMENT PRACTICES AND THIRD PARTY LIABILITY COVERAGE PART

VI. DEFENSE COSTS

We will pay **defense costs** on a current basis, but no later than ninety (90) days after we have received any invoice or bill, as well as any additional supporting documentation that we have reasonably requested.

VII. DEFENSE OF CLAIMS

A. Duty to Defend Coverage

If you have elected duty to defend coverage as indicated in Item 5 of the Declarations for this Coverage Part, then we will have the right and duty to defend any **claim** even if the allegations in the **claim** are groundless, false, or fraudulent. Our duty to defend any **claim** will end, and we will have no further obligation to defend any **claim** upon the exhaustion of the applicable limit of liability.

B. Non-Duty to Defend Coverage

If you have elected non-duty to defend coverage as indicated in Item 5 of the Declarations for this Coverage Part, then you will have the duty to defend any **claim** covered under this Coverage Part.

C. Regardless of your Item 5 election you will have the duty to defend any **claim** alleging a **wage and hour** violation, or any **claim** alleging both a **wage and hour** violation and a **wrongful employment practice**.

VIII. ALLOCATION

If we have the duty to defend a **claim** that incurs covered **loss** and uncovered loss because such **claim** includes covered and uncovered parties, or covered and uncovered matters, then the following will apply:

- (i) one hundred percent (100%) of **defense costs** incurred by such **insured** will be considered covered **loss**; and
- (ii) with respect to any loss other than **defense costs** you and we will use our best efforts to determine an allocation between covered **loss** and uncovered loss based on the relative legal and financial exposures of the parties to such matters.

Alternatively, if you have the duty to defend a **claim**, you and we will use our best efforts to determine an allocation between covered **loss** and uncovered loss based on the relative legal and financial exposures of the parties to such matters.

IX. OTHER INSURANCE

A. This Coverage Part will be excess of, and will not contribute with any valid and collectible insurance policy that provides coverage or indemnifies **loss** for which this Coverage Part also provides coverage, unless such other insurance is written specifically as excess of the limit of liability of this Coverage Part.

B. Coordination of Coverage Provision

Any **loss** otherwise covered by both this policy and any employment practices liability policy or Coverage Part issued by us or any affiliate ("EPL Coverage") will be covered first under such EPL Coverage subject to such EPL Coverage limit of liability, retention and coinsurance percentage. Any remaining **loss** otherwise covered by this policy that is not paid under such EPL Coverage will then be covered under this policy subject to the applicable Limit of Liability and Retention. Provided, however, that the Retention applicable to such **loss** under this policy will be reduced by the amount of **loss** otherwise covered by this policy that is paid by an **insured** as the retention under such EPL Coverage.

**EMPLOYMENT PRACTICES AND
THIRD PARTY LIABILITY COVERAGE PART****X. IMPUTATION**

We will only impute the conduct or knowledge of any past, present, or future Chief Executive Officer, Chief Financial Officer, Director of Human Resources, or such functionally equivalent positions of the **named insured** to any **insured entity**.

We will not impute:

- (i) the knowledge possessed by any **executive** with respect to any statements, representations, or information in the **application**; or
- (ii) the failure to provide us with full cooperation, assistance, or information as required, to any other **insured person**, nor will (i) or (ii) above impair the rights of any other **insured person** under this Coverage Part.

**JOBS ACT EXCLUSION ENDORSEMENT**

In consideration of the premium, the Directors and Officers and Entity Liability Coverage Part of the policy is amended as follows:

I. Section III, Definitions is amended to include the following definition:

JOBS Act Offering means any conduct that is governed by the Jumpstart Our Business Startups Act of 2012, including any actual or alleged advertisement, solicitation, crowdfunding, offering, distribution, issuance, sale, purchase, or transaction of securities.

II. Section IV, Coverage Part Exclusions is amended to include the following exclusion:

We will not cover **loss** in connection with any **claim** based upon or arising from any **JOBS Act Offering**; provided this exclusion will not apply to any **claim** involving: (i) securities related to a failed undertaking of, or failure to complete, an initial public offering; or (ii) preparation for a public offering, including any road show presentation to potential investors.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**AMENDATORY ENDORSEMENT - OKLAHOMA**

In consideration of the premium, Section III, Definitions of the Directors & Officers and Entity Liability Coverage Part is amended as follows:

I. The following new paragraph is added to the definition of **defense costs**:

Defense costs also do not include salaries of our officers or employees and adjusting expenses, or other expenses incurred by us in the ordinary course of our business.

II. With respect to punitive damages the following new paragraph is added:

Notwithstanding anything to the contrary, any coverage of punitive damages will be provided to the extent allowed by Oklahoma law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**AMENDATORY ENDORSEMENT - OKLAHOMA**

In consideration of the premium, Section III, Definitions of the Employment Practices Liability Coverage Part is amended as follows:

I. The following new paragraph is added to the definition of **defense costs**:

Defense costs also do not include salaries of our officers or employees and adjusting expenses, or other expenses incurred by us in the ordinary course of our business.

II. With respect to punitive damages the following new paragraph is added:

Notwithstanding anything to the contrary, any coverage of punitive damages will be provided to the extent allowed by Oklahoma law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**BIOMETRICS PRIVACY EXCLUSION ENDORSEMENT**

In consideration of the premium, the Employment Practices and Third Party Liability Coverage Part is amended as follows:

I. Section III, Definitions is amended to add the following definition:

Biometrics privacy means any actual or alleged violation of any United States law or any similar common law pertaining to biometric privacy that governs or relates to the collection, use, safeguarding, handling, storage, retention, or destruction of biometric identifiers, biometric data, or biometric information.

II. Paragraph A of Section IV, Coverage Part Exclusions is amended to add the following exclusion:

We will not cover **loss** in connection with any **claim** based upon or arising from **biometrics privacy**; provided this exclusion will not apply to any **claim** on account of **retaliation**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

OPIOID EXCLUSION ENDORSEMENT

In consideration of the premium, solely with respect to the Directors & Officers and Entity Liability Coverage Part Coverage Part(s), Section IV, Coverage Part Exclusions is amended to add the following exclusion:

We will not cover **loss** in connection with any **claim** based upon or arising out of the sale, distribution, use, misuse, addiction to, prescription for, dependency upon, guidelines for reporting, and/or diversion prevention with respect to any opioid, opiate or any narcotic drug, narcotic medication or narcotic substance of any type, nature or kind including any **claim** based on or arising out of any actual or alleged:

- (i) liability under, non-compliance with, or violation of, any federal, state, local, tribal or foreign act, statute, regulation, ordinance, requirement, law, or common law of any opioid, opiate or any narcotic drug, narcotic medication or narcotic substance of any type, nature or kind;
- (ii) leasing, licensing, handling, marketing, branding, promoting, diverting, disposing, or labeling of any opioid, opiate or any narcotic drug, narcotic medication or narcotic substance of any type, nature or kind;
- (iii) improper warning or failure to warn including any warning of the adverse or addictive properties of any opioid, opiate or any narcotic drug, narcotic medication or narcotic substance of any type, nature or kind;
- (iv) suspicious orders or orders of interest monitoring, rebates, chargebacks, or other similar data sharing concerning any opioid, opiate or any narcotic drug, narcotic medication or narcotic substance of any type, nature or kind;
- (v) communications with manufacturers, or distributors of, opioids, opiates or any narcotic drugs, narcotic medications or narcotic substances of any type, nature or kind with respect to guidelines relating to litigation, investigation, enforcement activity, or settlements related to any opioid, opiate or any narcotic drug, narcotic medication or narcotic substance of any type, nature or kind;
- (vi) lobbying or advocacy on behalf of any opioid, opiate or any narcotic drug, narcotic medication or narcotic substance of any type, nature or kind manufacturers or distributors; or
- (vii) research projects, data metrics, benchmarking data, publications, or dissemination of any such information, relating to any opioid, opiate or any narcotic drug, narcotic medication or narcotic substance of any type, nature or kind,

by any **insured** or by anyone for whose acts the **insured** is liable.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

OPIOID EXCLUSION ENDORSEMENT

In consideration of the premium, solely with respect to the Employment Practices Liability Coverage Part Coverage Part(s), Section IV, Coverage Part Exclusions is amended to add the following exclusion:

We will not cover **loss** in connection with any **claim** based upon or arising out of the sale, distribution, use, misuse, addiction to, prescription for, dependency upon, guidelines for reporting, and/or diversion prevention with respect to any opioid, opiate or any narcotic drug, narcotic medication or narcotic substance of any type, nature or kind including any **claim** based on or arising out of any actual or alleged:

- (i) liability under, non-compliance with, or violation of, any federal, state, local, tribal or foreign act, statute, regulation, ordinance, requirement, law, or common law of any opioid, opiate or any narcotic drug, narcotic medication or narcotic substance of any type, nature or kind;
- (ii) leasing, licensing, handling, marketing, branding, promoting, diverting, disposing, or labeling of any opioid, opiate or any narcotic drug, narcotic medication or narcotic substance of any type, nature or kind;
- (iii) improper warning or failure to warn including any warning of the adverse or addictive properties of any opioid, opiate or any narcotic drug, narcotic medication or narcotic substance of any type, nature or kind;
- (iv) suspicious orders or orders of interest monitoring, rebates, chargebacks, or other similar data sharing concerning any opioid, opiate or any narcotic drug, narcotic medication or narcotic substance of any type, nature or kind;
- (v) communications with manufacturers, or distributors of, opioids, opiates or any narcotic drugs, narcotic medications or narcotic substances of any type, nature or kind with respect to guidelines relating to litigation, investigation, enforcement activity, or settlements related to any opioid, opiate or any narcotic drug, narcotic medication or narcotic substance of any type, nature or kind;
- (vi) lobbying or advocacy on behalf of any opioid, opiate or any narcotic drug, narcotic medication or narcotic substance of any type, nature or kind manufacturers or distributors; or
- (vii) research projects, data metrics, benchmarking data, publications, or dissemination of any such information, relating to any opioid, opiate or any narcotic drug, narcotic medication or narcotic substance of any type, nature or kind,

by any **insured** or by anyone for whose acts the **insured** is liable.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**SEPARATE RETENTION FOR CLAIMS BROUGHT BY HEALTH CARE PROVIDER ENDORSEMENT**

In consideration of the premium, solely for purposes of coverage provided under this endorsement, the Employment Practices and Third Party Liability Coverage Part is amended as follows:

I. Section III, Definitions is amended to add the following definition:

- **Health care provider** means an **insured person** who is licensed to practice medicine in any state and maintains a professional practice, including a doctor of medicine or osteopathy, podiatrist, dentist, veterinarian, chiropractor, clinical psychologist, optometrist, or a clinical social worker.

II. Section V, Specific Limit of Liability, Sublimits and Retentions is amended to add the following:

Solely with respect to any **claim** brought by a **health care provider**, the Retention for each **claim** will be \$75,000. If there are two Retentions that apply to the same **claim**, we will only apply the higher Retention.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**HEALTHCARE ENDORSEMENT
(Sublimited Regulatory Claim Coverage)**

In consideration of the premium, the Directors and Officers and Entity Liability and Employment Practices Coverage Parts of the policy are amended as follows:

I. Section III, Definitions of the General Terms and Conditions is amended as follows:

A. The definition **pre-claim expenses** is amended to include the following:

Provided in the event a **noticed matter** gives rise to a **regulatory claim**, **pre-claim expenses** will not include fees, costs, or expenses incurred by an **insured** in defending or responding to such **noticed matter**.

B. The definition of **pollutants** is amended to include **nuclear materials**.

II. The Directors and Officers and Entity Liability Coverage Part of the policy is amended as follows:

A. The following Insuring Agreement is added to Section I, Insuring Agreements:

Regulatory Claim Coverage

We will pay **defense costs** on behalf of an **insured** arising from a **regulatory claim** against such **insured** first made during the **policy period**.

B. Section III, Definitions is amended as follows:

1. Solely with respect to a **regulatory claim**, the definition of **claim** is deleted and replaced with the following:

Claim means any:

- (i) written demand (excluding a subpoena) for monetary, non-monetary, injunctive, or declaratory relief including a request for alternative dispute resolution;
- (ii) civil or criminal proceeding, (including a qui tam or relator proceeding) commenced by the earlier of: (a) the return of service of a complaint or indictment upon an **insured**; (b) the filing of an indictment or information with respect to an **insured**; or (c) the arrest or detention of an **insured**; or
- (ii) a formal administrative or regulatory proceeding or investigation evidenced by: (a) notice of charges or investigation; (b) service of subpoena, search warrant or similar document requesting witness testimony of an **insured person** who has been identified as a target of such investigation; (c) receipt of a target letter or civil investigative demand by an **insured person** identified as a target of such investigation, of, or against, an **insured** for a **regulatory wrongful act**, including any appeal therefrom. **Claim** will not include **inquiry, books and record demand** or any **securityholder derivative demand**.

Unless specifically stated elsewhere in this endorsement, a **claim** will be deemed first made on the earliest of the date on which the **claim** is served upon, or first received by, any **insured**, or the applicable notice or order is filed or entered.

2. The definition of **loss** is amended as follows:

Loss will also include **health care fines, penalties and taxes** subject to the applicable sublimit of liability.

The paragraph which begins with **loss** does not include is deleted and replaced with the following:

Loss does not include:

- (a) costs to comply with any order or agreement to provide non-monetary or injunctive relief;
- (b) taxes, fines or penalties (other than those referenced in (i), (ii) or (iii) above and **health care fines, penalties and taxes**);
- (c) **clean-up costs**;
- (d) amounts not insurable under the law to which this policy is construed;
- (e) any amount for which an **insured** is absolved from payment by reason of any covenant, agreement, or court order; or
- (f) the return of funds which were received directly or indirectly from any federal, state or local governmental agency and any interest, fines or penalties arising out of the return of such funds.

3. The following definitions are added:

Cyber event means any actual or alleged:

- (i) **exploit**;
- (ii) **unauthorized access or use**;
- (iii) **network impairment**, or
- (iv) failure to implement, maintain, or comply with federal, state or local law, statute or regulation, or an **insured entity's** internal written policies and procedures, with respect to **protected information**.

Excess benefit transaction taxes mean those taxes imposed by the Internal Revenue Service, pursuant to Section 4958 (a)(2) of the Internal Revenue Code, upon an **insured person** as a result of such **insured person's** participation in an excess benefit transaction as defined in Section 4958(c) of the Internal Revenue Code ("the Code").

Exploit means the breach of, or unauthorized or unlawful access to, any **network**, resulting in denial of service, delay to a **network**, or infection of a **network** through malware, spyware, virus or any such similar unauthorized code, application or software.

Government entity means any federal, state, or local governmental agency, regulatory or administrative agency or entity, or any such foreign equivalent.

Health care fines, penalties and taxes mean the following civil fines or penalties and taxes:

- (i) taxes or penalties imposed against an **insured entity**, (or its **insured persons**) that is a not-for-profit entity or organization exempt from federal income taxation pursuant to section 501(c)(3) of the Code assessed pursuant to the following provisions of the Code:
 - (a) Section 4911 (tax on excess expenditures to influence legislation);
 - (b) Section 4940 (a) (tax on net investment income of tax-exempt foundations);
 - (c) Section 4941 (taxes on self-dealing);
 - (d) Section 4942 (taxes on failure to distribute income);
 - (e) Section 4943 (taxes on excess business holding);
 - (f) Section 4944 (taxes on investments which jeopardize charitable purpose);
 - (g) Section 4945 (taxes on taxable expenditures);
 - (h) Section 6652 (c) (1) (A) and (B) (penalties for failure to file certain information returns or registration statements);
 - (i) Section 6655 (a)(1) (penalties for failure to pay estimated income tax); and
 - (j) Section 6656 (a) and (b) (penalties for failure to make deposit of taxes), but only if such **insured entity** or its **insured persons** relied upon a written "more likely than not" or "will" opinion of a duly licensed tax attorney, certified public account, or accounting firm or a tax return prepared by a certified public account or accounting firm duly appointed by the Board of Trustees of such **insured entity** in advance of the conduct that gave rise to the fines or penalties ("IRC Fines");
- (ii) **excess benefit transaction taxes**, provided these do not include the twenty-five (25%) excise tax assessed against any "disqualified person" or the two hundred percent (200%)

- tax assessed for failure to correct an “excise benefit transaction”, as set forth in Section 4958 of the Code;
- (iii) civil fines or penalties imposed for violations of the Emergency Medical Treatment and Active Labor Act, 42 U.S.C. 1396dd et seq., and any similar state or local statute (“EMTALA Fines”);
- (iv) civil fines or penalties imposed for violations of the privacy provisions of Health Insurance Portability and Accountability Act of 1996 and any similar state or local statute (“HIPAA Fines”).

Network means any computer, program, database, server, mainframe, software, hardware, mobile devices, applications, storage or back-up devices, or such similar components of a digital telecommunication network that is owned or operated by, or on behalf of, or for the benefit of the **insured entity**. **Network** does not include the internet, telephone company networks, electrical grids, or other public infrastructure network.

Network impairment means the disruption, theft, modification, destruction or damage to any **network**, that results in the impairment of the **network** to such an extent that the **insured entity** is substantially unable to conduct normal and customary business operations

Nuclear materials mean any nuclear or radioactive substance or hazardous properties resulting from any nuclear reaction, nuclear radiation or radioactive contamination.

Protected information means nonpublic proprietary and confidential information of a third-party entity, or any nonpublic personal information relating to an identified or identifiable natural person. **Regulatory claim** means a **claim** brought by or on behalf of a **government entity** arising out of a **regulatory wrongful act**. **Regulatory claim** does not include **routine examinations**.

Regulatory wrongful act means a **wrongful act** arising out of any **insured’s** alleged or actual violation of: (i) the Federal False Claims Act or any similar common law; (ii) Ethics in Patient Referral Act 1989 (“Stark Law”) or any similar common law; or (iii) any United States law which prohibits kickbacks, self-referrals, or healthcare fraud and abuse.

III. Section III, Definitions of both the Directors and Officers and Entity Liability Coverage Part and the Employment Practices and Third Party Liability Coverage Part are amended as follows:

- A. The definition of **insured person** is deleted and replaced with the following:

Insured person means any **employee, executive, independent contractor** any duly constituted committee member, member of the faculty or staff or a medical director.

- B. The following definitions are added:

Abuse or molestation means any actual, alleged, attempted, proposed or threatened sexual molestation, abuse, assault, or battery, whether or not intentional, of any natural person.

Billing and collection services mean billing or collection of fees for any services performed by an **insured**.

Insurance company operations mean any of the following services or activities:

- (i) the refusal to offer, issue or renew, or any cancellation of, any **insurance contract**;
- (ii) any actual or alleged lack of good faith or unfair dealing in the handling of any claim or obligation under any **insurance contract**;
- (iii) the brokering or underwriting of insurance policies or risks;
- (iv) any actual or alleged conduct of any Insured in the negotiation, placement or maintenance of any **insurance contract**;
- (v) any failure to collect or pay premiums, commissions, brokerage charges, fees or taxes;
- (vi) or any commingling or mishandling of funds with respect to any **insurance contract**;

- (vii) any actuarial determination including without limitation opinions as to reserve adequacy or pricing adequacy;
- (viii) the offering or sale of shares of any unit investment trust or management investment company or of variable annuity plans, including any diminution of assets in connection with said offering or sale of shares.

Insurance contract means any policy or agreement of insurance, reinsurance or indemnity, (including but not limited to any policy or agreement of insurance, reinsurance or indemnity that is administered by a third party administrator) including, but not limited to, bonds, annuities, endowments, health care plans or health care products, dental plans or dental products, life insurance plans or life insurance products, disability plans or disability products, pension contracts and risk management self-insurance programs, pools or similar programs. **Insurance contract** will also include any policy or program of stop loss or provider excess insurance, reinsurance or self-insurance (including any captive insurance arrangement).

Managed care activity means any of the following services or activities performed by, or on behalf of, a **managed care organization**:

- (i) handling, adjustment, payment of claims or determination of coverage benefits;
- (ii) process of evaluating the appropriateness, necessity or cost of **medical services**;
- (iii) providing quality assurance, or reviewing costs, of **medical services**;
- (iv) establishing **medical services** provider networks;
- (v) development of, implementation of, administration of, establishment of, protocols, guidelines and procedures for:
 - (a) managed care network for **medical services** providers;
 - (b) quality assurance reviews;
 - (c) health and wellness education;
 - (d) clinical parameters;
 - (e) financial incentive plans;
 - (f) triage for payment authorization for **medical services**.

Managed care organization means any **insured entity** that is a health maintenance organization, preferred provider organization, or any similar entity which provides, or arranges to provide, **medical services** to members of such entity pursuant to a written contract.

Medical review and provider selection process claim means any **claim** brought by or on behalf of an **independent contractor** of **medical services** for a **wrongful act** occurring as part of the evaluation, credentialing, disciplining, selecting, contracting, privileging or peer review of such **independent contractor** of **medical services** in such capacity, provided such **wrongful act** is not committed by or on behalf of a **managed care organization**.

Medical services mean the furnishing of medicine, pharmaceutical-related, health-related or medical-related services, care or treatment to a natural person.

IV. Section IV, Coverage Part Exclusions of the Directors and Officers and Entity Liability Coverage Part is amended as follows:

A. Exclusion C(iv) is deleted and replaced with the following:

- (iv) based upon or arising from **bodily injury**; provided this exclusion (iv) will not apply to any:
 - (a) **claim** for **non-indemnifiable** loss;
 - (b) **securityholder claim**;
 - (c) actual or alleged emotional distress, mental anguish or humiliation made in connection with any **employment related claim** (other than an **abuse or molestation claim**) against an **insured person**;
 - (d) **defense costs** incurred by an **executive** in the defense of a **claim** for any actual or alleged violation of a corporate manslaughter statute by such **executive**

B. Exclusion D is amended by adding the following:

brought by, or on behalf of, any **insured** in any capacity against any **insured**, or an **outside entity** against any **insured**.

C. The following exclusions are added:

- We will not cover **loss** in connection with any **medical review and provider selection process claim**.
- We will not cover **loss** in connection with any **claim** based upon or arising from any:
 - (a) **managed care activity**;
 - (b) **insurance company operations**;
 - (c) **billing and collection services**, provided this exclusion (c) will not apply to any **regulatory claim**;
 - (d) **cyber event**, provided this exclusion (d) will not apply to any **claim** for **non-indemnifiable loss**; or
 - (e) **abuse or molestation** (this exclusion (e) will apply regardless of the legal theory or basis upon which an insured is alleged to be liable, including but not limited to assertions of improper or negligent employment, continued employment, investigation, failure to investigate, supervision, or failure to supervise).

V. Section V, Specific Limit of Liability, Sublimits and Retentions of the Directors and Officers and Entity Liability Coverage Part is amended by adding the following:

- The most we will pay for all **health care fines, penalties and taxes**, including **defense costs**, in connection with all **claims** for IRC Fines is \$100,000, such sublimited coverage will be part of, and not in addition to, the Aggregate Limit of Liability set forth in Item 2 of this Coverage Part.
- The most we will pay for all **health care fines, penalties and taxes**, including **defense costs**, in connection with all **claims** for **excess benefit transaction taxes** is \$100,000, such sublimited coverage will be part of, and not in addition to, the Aggregate Limit of Liability set forth in Item 2 of this Coverage Part.
- The most we will pay for all **health care fines, penalties and taxes**, including **defense costs**, in connection with all **claims** for EMTALA Fines is \$100,000, such sublimited coverage will be part of, and not in addition to, the Aggregate Limit of Liability set forth in Item 2 of this Coverage Part.
- The most we will pay for all **health care fines, penalties and taxes**, including **defense costs**, in connection with all **claims** for HIPAA Fines is \$25,000, such sublimited coverage will be part of, and not in addition to, the Aggregate Limit of Liability set forth in Item 2 of this Coverage Part.
- The most we will pay for all **defense costs** arising from all **regulatory claims** is \$100,000, such sublimited coverage will be part of, and not in addition to, the Aggregate Limit of Liability set forth in Item 2 of this Coverage Part.
- A separate Retention of \$25,000 will apply to each **regulatory claim**.
- A separate coinsurance percentage of 20 percent will apply to all **defense costs** for each **regulatory claim**. The coinsurance percentage will apply in excess of any Retention and will be uninsured and your responsibility to pay. Our liability will apply only to the remaining percent of all such **defense costs**.

VI. Section IX, Defense of Claims of the Directors and Officers and Entity Liability Coverage Part is amended to include the following:

With respect to any **regulatory claim** you will have the duty to defend.

VII. Section IV, Coverage Part Exclusions of the Employment Practices and Third Party Liability Coverage Part is amended as follows:

A. Exclusion B(ii) **bodily injury** is deleted.

B. The following exclusions are added:

- We will not cover **loss** in connection with any **claim** based upon or arising from **bodily injury**, provided this exclusion will not apply to any actual or alleged emotional distress, mental anguish or humiliation when made in connection with any **claim** brought by an **employee**.
- We will not cover **loss** in connection with any **medical review and provider selection process claim**.
- We will not cover **loss** in connection with any **claim** based upon or arising from any:
 - (a) **managed care activity;**
 - (b) **insurance company operations;**
 - (c) **billing and collection services;** or
 - (d) **abuse or molestation** (this exclusion (d) will apply regardless of the legal theory or basis upon which an **insured** is alleged to be liable, including but not limited to assertions of improper or negligent employment, continued employment, investigation, failure to investigate, supervision, or failure to supervise).

VIII. The Other Insurance Sections of both the Directors and Officers and Entity Liability Coverage Part and the Employment Practices and Third Party Liability Coverage Part are amended to include the following:

In addition to the above, this Coverage Part will be excess of and will not contribute with any valid and collectible managed care errors and omissions insurance policy, medical professional liability or professional liability insurance policy.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**HEALTHCARE ENDORSEMENT
(Sublimited Regulatory Claim Coverage)**

In consideration of the premium, the Directors and Officers and Entity Liability and Employment Practices Coverage Parts of the policy are amended as follows:

I. Section III, Definitions of the General Terms and Conditions is amended as follows:

A. The definition **pre-claim expenses** is amended to include the following:

Provided in the event a **noticed matter** gives rise to a **regulatory claim**, **pre-claim expenses** will not include fees, costs, or expenses incurred by an **insured** in defending or responding to such **noticed matter**.

B. The definition of **pollutants** is amended to include **nuclear materials**.

II. The Directors and Officers and Entity Liability Coverage Part of the policy is amended as follows:

A. The following Insuring Agreement is added to Section I, Insuring Agreements:

Regulatory Claim Coverage

We will pay **defense costs** on behalf of an **insured** arising from a **regulatory claim** against such **insured** first made during the **policy period**.

B. Section III, Definitions is amended as follows:

1. Solely with respect to a **regulatory claim**, the definition of **claim** is deleted and replaced with the following:

Claim means any:

- (i) written demand (excluding a subpoena) for monetary, non-monetary, injunctive, or declaratory relief including a request for alternative dispute resolution;
- (ii) civil or criminal proceeding, (including a qui tam or relator proceeding) commenced by the earlier of: (a) the return of service of a complaint or indictment upon an **insured**; (b) the filing of an indictment or information with respect to an **insured**; or (c) the arrest or detention of an **insured**; or
- (ii) a formal administrative or regulatory proceeding or investigation evidenced by: (a) notice of charges or investigation; (b) service of subpoena, search warrant or similar document requesting witness testimony of an **insured person** who has been identified as a target of such investigation; (c) receipt of a target letter or civil investigative demand by an **insured person** identified as a target of such investigation, of, or against, an **insured** for a **regulatory wrongful act**, including any appeal therefrom. **Claim** will not include **inquiry, books and record demand** or any **securityholder derivative demand**.

Unless specifically stated elsewhere in this endorsement, a **claim** will be deemed first made on the earliest of the date on which the **claim** is served upon, or first received by, any **insured**, or the applicable notice or order is filed or entered.

2. The definition of **loss** is amended as follows:

Loss will also include **health care fines, penalties and taxes** subject to the applicable sublimit of liability.

The paragraph which begins with **loss** does not include is deleted and replaced with the following:

Loss does not include:

- (a) costs to comply with any order or agreement to provide non-monetary or injunctive relief;
- (b) taxes, fines or penalties (other than those referenced in (i), (ii) or (iii) above and **health care fines, penalties and taxes**);
- (c) **clean-up costs**;
- (d) amounts not insurable under the law to which this policy is construed;
- (e) any amount for which an **insured** is absolved from payment by reason of any covenant, agreement, or court order; or
- (f) the return of funds which were received directly or indirectly from any federal, state or local governmental agency and any interest, fines or penalties arising out of the return of such funds.

3. The following definitions are added:

Cyber event means any actual or alleged:

- (i) **exploit**;
- (ii) **unauthorized access or use**;
- (iii) **network impairment**, or
- (iv) failure to implement, maintain, or comply with federal, state or local law, statute or regulation, or an **insured entity's** internal written policies and procedures, with respect to **protected information**.

Excess benefit transaction taxes mean those taxes imposed by the Internal Revenue Service, pursuant to Section 4958 (a)(2) of the Internal Revenue Code, upon an **insured person** as a result of such **insured person's** participation in an excess benefit transaction as defined in Section 4958(c) of the Internal Revenue Code ("the Code").

Exploit means the breach of, or unauthorized or unlawful access to, any **network**, resulting in denial of service, delay to a **network**, or infection of a **network** through malware, spyware, virus or any such similar unauthorized code, application or software.

Government entity means any federal, state, or local governmental agency, regulatory or administrative agency or entity, or any such foreign equivalent.

Health care fines, penalties and taxes mean the following civil fines or penalties and taxes:

- (i) taxes or penalties imposed against an **insured entity**, (or its **insured persons**) that is a not-for-profit entity or organization exempt from federal income taxation pursuant to section 501(c)(3) of the Code assessed pursuant to the following provisions of the Code:
 - (a) Section 4911 (tax on excess expenditures to influence legislation);
 - (b) Section 4940 (a) (tax on net investment income of tax-exempt foundations);
 - (c) Section 4941 (taxes on self-dealing);
 - (d) Section 4942 (taxes on failure to distribute income);
 - (e) Section 4943 (taxes on excess business holding);
 - (f) Section 4944 (taxes on investments which jeopardize charitable purpose);
 - (g) Section 4945 (taxes on taxable expenditures);
 - (h) Section 6652 (c) (1) (A) and (B) (penalties for failure to file certain information returns or registration statements);
 - (i) Section 6655 (a)(1) (penalties for failure to pay estimated income tax); and
 - (j) Section 6656 (a) and (b) (penalties for failure to make deposit of taxes), but only if such **insured entity** or its **insured persons** relied upon a written "more likely than not" or "will" opinion of a duly licensed tax attorney, certified public account, or accounting firm or a tax return prepared by a certified public account or accounting firm duly appointed by the Board of Trustees of such **insured entity** in advance of the conduct that gave rise to the fines or penalties ("IRC Fines");
- (ii) **excess benefit transaction taxes**, provided these do not include the twenty-five (25%) excise tax assessed against any "disqualified person" or the two hundred percent (200%)

- tax assessed for failure to correct an “excise benefit transaction”, as set forth in Section 4958 of the Code;
- (iii) civil fines or penalties imposed for violations of the Emergency Medical Treatment and Active Labor Act, 42 U.S.C. 1396dd et seq., and any similar state or local statute (“EMTALA Fines”);
- (iv) civil fines or penalties imposed for violations of the privacy provisions of Health Insurance Portability and Accountability Act of 1996 and any similar state or local statute (“HIPAA Fines”).

Network means any computer, program, database, server, mainframe, software, hardware, mobile devices, applications, storage or back-up devices, or such similar components of a digital telecommunication network that is owned or operated by, or on behalf of, or for the benefit of the **insured entity**. **Network** does not include the internet, telephone company networks, electrical grids, or other public infrastructure network.

Network impairment means the disruption, theft, modification, destruction or damage to any **network**, that results in the impairment of the **network** to such an extent that the **insured entity** is substantially unable to conduct normal and customary business operations

Nuclear materials mean any nuclear or radioactive substance or hazardous properties resulting from any nuclear reaction, nuclear radiation or radioactive contamination.

Protected information means nonpublic proprietary and confidential information of a third-party entity, or any nonpublic personal information relating to an identified or identifiable natural person. **Regulatory claim** means a **claim** brought by or on behalf of a **government entity** arising out of a **regulatory wrongful act**. **Regulatory claim** does not include **routine examinations**.

Regulatory wrongful act means a **wrongful act** arising out of any **insured’s** alleged or actual violation of: (i) the Federal False Claims Act or any similar common law; (ii) Ethics in Patient Referral Act 1989 (“Stark Law”) or any similar common law; or (iii) any United States law which prohibits kickbacks, self-referrals, or healthcare fraud and abuse.

III. Section III, Definitions of both the Directors and Officers and Entity Liability Coverage Part and the Employment Practices and Third Party Liability Coverage Part are amended as follows:

- A. The definition of **insured person** is deleted and replaced with the following:

Insured person means any **employee, executive, independent contractor** any duly constituted committee member, member of the faculty or staff or a medical director.

- B. The following definitions are added:

Abuse or molestation means any actual, alleged, attempted, proposed or threatened sexual molestation, abuse, assault, or battery, whether or not intentional, of any natural person.

Billing and collection services mean billing or collection of fees for any services performed by an **insured**.

Insurance company operations mean any of the following services or activities:

- (i) the refusal to offer, issue or renew, or any cancellation of, any **insurance contract**;
- (ii) any actual or alleged lack of good faith or unfair dealing in the handling of any claim or obligation under any **insurance contract**;
- (iii) the brokering or underwriting of insurance policies or risks;
- (iv) any actual or alleged conduct of any Insured in the negotiation, placement or maintenance of any **insurance contract**;
- (v) any failure to collect or pay premiums, commissions, brokerage charges, fees or taxes;
- (vi) or any commingling or mishandling of funds with respect to any **insurance contract**;

- (vii) any actuarial determination including without limitation opinions as to reserve adequacy or pricing adequacy;
- (viii) the offering or sale of shares of any unit investment trust or management investment company or of variable annuity plans, including any diminution of assets in connection with said offering or sale of shares.

Insurance contract means any policy or agreement of insurance, reinsurance or indemnity, (including but not limited to any policy or agreement of insurance, reinsurance or indemnity that is administered by a third party administrator) including, but not limited to, bonds, annuities, endowments, health care plans or health care products, dental plans or dental products, life insurance plans or life insurance products, disability plans or disability products, pension contracts and risk management self-insurance programs, pools or similar programs. **Insurance contract** will also include any policy or program of stop loss or provider excess insurance, reinsurance or self-insurance (including any captive insurance arrangement).

Managed care activity means any of the following services or activities performed by, or on behalf of, a **managed care organization**:

- (i) handling, adjustment, payment of claims or determination of coverage benefits;
- (ii) process of evaluating the appropriateness, necessity or cost of **medical services**;
- (iii) providing quality assurance, or reviewing costs, of **medical services**;
- (iv) establishing **medical services** provider networks;
- (v) development of, implementation of, administration of, establishment of, protocols, guidelines and procedures for:
 - (a) managed care network for **medical services** providers;
 - (b) quality assurance reviews;
 - (c) health and wellness education;
 - (d) clinical parameters;
 - (e) financial incentive plans;
 - (f) triage for payment authorization for **medical services**.

Managed care organization means any **insured entity** that is a health maintenance organization, preferred provider organization, or any similar entity which provides, or arranges to provide, **medical services** to members of such entity pursuant to a written contract.

Medical review and provider selection process claim means any **claim** brought by or on behalf of an **independent contractor** of **medical services** for a **wrongful act** occurring as part of the evaluation, credentialing, disciplining, selecting, contracting, privileging or peer review of such **independent contractor** of **medical services** in such capacity, provided such **wrongful act** is not committed by or on behalf of a **managed care organization**.

Medical services mean the furnishing of medicine, pharmaceutical-related, health-related or medical-related services, care or treatment to a natural person.

IV. Section IV, Coverage Part Exclusions of the Directors and Officers and Entity Liability Coverage Part is amended as follows:

A. Exclusion C(iv) is deleted and replaced with the following:

- (iv) based upon or arising from **bodily injury**; provided this exclusion (iv) will not apply to any:
 - (a) **claim** for **non-indemnifiable** loss;
 - (b) **securityholder claim**;
 - (c) actual or alleged emotional distress, mental anguish or humiliation made in connection with any **employment related claim** (other than an **abuse or molestation claim**) against an **insured person**;
 - (d) **defense costs** incurred by an **executive** in the defense of a **claim** for any actual or alleged violation of a corporate manslaughter statute by such **executive**

B. Exclusion D is amended by adding the following:

brought by, or on behalf of, any **insured** in any capacity against any **insured**, or an **outside entity** against any **insured**.

C. The following exclusions are added:

- We will not cover **loss** in connection with any **medical review and provider selection process claim**.
- We will not cover **loss** in connection with any **claim** based upon or arising from any:
 - (a) **managed care activity**;
 - (b) **insurance company operations**;
 - (c) **billing and collection services**, provided this exclusion (c) will not apply to any **regulatory claim**;
 - (d) **cyber event**, provided this exclusion (d) will not apply to any **claim** for **non-indemnifiable loss**; or
 - (e) **abuse or molestation** (this exclusion (e) will apply regardless of the legal theory or basis upon which an insured is alleged to be liable, including but not limited to assertions of improper or negligent employment, continued employment, investigation, failure to investigate, supervision, or failure to supervise).

V. Section V, Specific Limit of Liability, Sublimits and Retentions of the Directors and Officers and Entity Liability Coverage Part is amended by adding the following:

- The most we will pay for all **health care fines, penalties and taxes**, including **defense costs**, in connection with all **claims** for IRC Fines is \$100,000, such sublimited coverage will be part of, and not in addition to, the Aggregate Limit of Liability set forth in Item 2 of this Coverage Part.
- The most we will pay for all **health care fines, penalties and taxes**, including **defense costs**, in connection with all **claims** for **excess benefit transaction taxes** is \$100,000, such sublimited coverage will be part of, and not in addition to, the Aggregate Limit of Liability set forth in Item 2 of this Coverage Part.
- The most we will pay for all **health care fines, penalties and taxes**, including **defense costs**, in connection with all **claims** for EMTALA Fines is \$100,000, such sublimited coverage will be part of, and not in addition to, the Aggregate Limit of Liability set forth in Item 2 of this Coverage Part.
- The most we will pay for all **health care fines, penalties and taxes**, including **defense costs**, in connection with all **claims** for HIPAA Fines is \$25,000, such sublimited coverage will be part of, and not in addition to, the Aggregate Limit of Liability set forth in Item 2 of this Coverage Part.
- The most we will pay for all **defense costs** arising from all **regulatory claims** is \$100,000, such sublimited coverage will be part of, and not in addition to, the Aggregate Limit of Liability set forth in Item 2 of this Coverage Part.
- A separate Retention of \$25,000 will apply to each **regulatory claim**.
- A separate coinsurance percentage of 20 percent will apply to all **defense costs** for each **regulatory claim**. The coinsurance percentage will apply in excess of any Retention and will be uninsured and your responsibility to pay. Our liability will apply only to the remaining percent of all such **defense costs**.

VI. Section IX, Defense of Claims of the Directors and Officers and Entity Liability Coverage Part is amended to include the following:

With respect to any **regulatory claim** you will have the duty to defend.

VII. Section IV, Coverage Part Exclusions of the Employment Practices and Third Party Liability Coverage Part is amended as follows:

A. Exclusion B(ii) **bodily injury** is deleted.

B. The following exclusions are added:

- We will not cover **loss** in connection with any **claim** based upon or arising from **bodily injury**, provided this exclusion will not apply to any actual or alleged emotional distress, mental anguish or humiliation when made in connection with any **claim** brought by an **employee**.
- We will not cover **loss** in connection with any **medical review and provider selection process claim**.
- We will not cover **loss** in connection with any **claim** based upon or arising from any:
 - (a) **managed care activity**;
 - (b) **insurance company operations**;
 - (c) **billing and collection services**; or
 - (d) **abuse or molestation** (this exclusion (d) will apply regardless of the legal theory or basis upon which an **insured** is alleged to be liable, including but not limited to assertions of improper or negligent employment, continued employment, investigation, failure to investigate, supervision, or failure to supervise).

VIII. The Other Insurance Sections of both the Directors and Officers and Entity Liability Coverage Part and the Employment Practices and Third Party Liability Coverage Part are amended to include the following:

In addition to the above, this Coverage Part will be excess of and will not contribute with any valid and collectible managed care errors and omissions insurance policy, medical professional liability or professional liability insurance policy.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



IMPORTANT INFORMATION

NOTICE - OFFER OF TERRORISM COVERAGE;

DISCLOSURE OF PREMIUM

THIS NOTICE DOES NOT FORM A PART OF THE POLICY, GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

As used herein, 1) "we" means the insurer listed on the Declarations or the Certificate of Insurance, as applicable; and 2) "you" means the first person or entity named on the Declarations or the Certificate of Insurance, as applicable. You are hereby notified that under the Terrorism Risk Insurance Act, as extended and reauthorized ("Act"), you have a right to purchase insurance coverage of losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, subject to all applicable policy provisions. The Terrorism Risk Insurance Act established a federal program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks.

This Notice is designed to alert you to coverage restrictions and to certain terrorism provisions in the policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

CHANGE IN THE DEFINITION OF A CERTIFIED ACT OF TERRORISM

The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. Originally, the Act provided that to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest to coerce the government or population of the United States. However, the 2007 re-authorization of the Act removed the requirement that the act of terrorism must be committed by or on behalf of a foreign interest, and now certified acts of terrorism may encompass, for example, a terrorist act committed against the United States government by a United States citizen, when the act is determined by the federal government to be "a certified act of terrorism."

In accordance with the Act, we are required to offer you the ability to purchase coverage for losses resulting from an act of terrorism that is certified under the federal program. The other provisions of this policy, including nuclear, war or military action exclusions, will still apply to such an act.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The Department of the Treasury will pay a share of terrorism losses insured under the federal program. Beginning in 2020, the federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

LIMITATION ON PAYMENT OF TERRORISM LOSSES

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Further, this coverage is subject to a limit on our liability pursuant to the federal law where, if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. 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.

CONFIRMATION OF ACCEPTANCE OF COVERAGE

In accordance with the Act, we offered you coverage for losses resulting from an act of terrorism that is certified under the federal program. This notice confirms that you have chosen to accept our offer of coverage for certified



Policy Holder Notice – Country Wide

acts of terrorism. The policy's other provisions, including nuclear, war or military action exclusions, will still apply to such an act. The premium charge for terrorism coverage, if any, is shown separately on the Declarations or the Certificate of Insurance, as applicable.



**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
ENDORSEMENT**

SCHEDULE

Directors and Officers and Entity Liability

Solely with respect to any Coverage Part set forth in the Schedule, it is understood and agreed as follows:

Whenever used in this endorsement, 1) "we" means the insurer listed on the Declarations or the Certificate of Insurance, as applicable; and 2) "you" means the first person or entity named on the Declarations or the Certificate of Insurance, as applicable.

A. Cap on Certified Terrorism Losses

"Certified act of terrorism" means an 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 pursuant to the Terrorism Risk Insurance Act, as extended and reauthorized (the "Act"). The criteria contained in the Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
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.

If aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such 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.

B. Application of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**CONDITIONAL RENEWAL ENDORSEMENT – OKLAHOMA**

Wherever used in this endorsement: 1) Insurer means “we”, “us”, “our” or the “Company” as those terms are defined in the policy; and 2) Named Insured means the first person or entity named on the declarations page; and 3) “Insured(s)” means all persons or entities afforded coverage under the policy.

Any cancellation, non-renewal or termination provision(s) in the Epack 3 policy are amended to add the following:

CONDITIONAL RENEWAL

- I. The Insurer shall give to the Named Insured at the last address known to the Insurer, written notice of premium increase, change in deductible, reduction in limits or coverage at least forty-five (45) days prior to the expiration date of the policy. If the Insurer fails to provide such notice, the premium, deductible, limits and coverage provided to the Named Insured prior to the change shall remain in effect until notice is given or until the effective date of replacement coverage obtained by the Named Insured, whichever first occurs. If notice is given by mail, said notice shall be deemed to have been given on the day said notice is mailed. If the Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy shall be calculated pro rata at the lower of the current or previous year's rate. If the Named Insured accepts the renewal, the premium increase, if any, and other changes shall be effective the day following the prior policy's expiration or anniversary date.
- II. Proof of mailing of notice of cancellation, or of nonrenewal or of premium or coverage changes, to the Named Insured at the address shown in the policy, shall be sufficient proof of notice.
- III. This subsection shall not apply to:
 - A. changes in a rate or plan filed with or approved by the Insurance Commissioner or filed pursuant to the Property and Casualty Competitive Loss Rating Act and applicable to an entire class of business; or
 - B. changes based upon the altered nature or extent of the risk insured; or
 - C. changes in policy forms with or approved by the Insurance Commissioner and applicable to an entire class of business.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Hospital Vendor Contract – Summary Sheet

1. ☐ Existing Vendor ☒ New Vendor
2. **Name of Contract:** Premium Finance Agreement – Promissory Note
3. **Contract Parties:** Bank Direct Capital Finance and Mangum City Hospital Authority
4. **Contract Type Services:** Financing
 - a. **Impacted hospital departments:**
 - Finance
 - Providers (General Liability and Professional Liability)
 - IT and protected health information (Cyber Liability)
 - Directors & Officers (D&O) and Employment Practices Liability (EPL)
5. **Contract Summary:**

Agreement provides financing for the following policies:

MedPro – General Liability and Professional Liability	\$61,277.00
Coalition – Cyber Liability	\$11,427.00
Coalition – Cyber Liability fees	\$ 1,109.62
CNA – D&O and EPL Liability	<u>\$11,062.00</u>
Total amount:	\$84,875.62

Down payment required: \$13,071.34
 Total amount financed: \$71,804.28
 Annual percentage rate: 9.2%
 Payment schedule: Monthly
 No. of payments: 10
 Amount of payments: \$7,486.67
 Payments due: 21st day of the month, beginning 5/21/23
6. **Cost:** ☒ \$84,875.62 + finance charge (\$3,062.42) = \$87,938.04
7. **Prior Cost:**
8. **Termination Clause:**
 - a. **Term:** 10 months
9. **Other:**

PREMIUM FINANCE AGREEMENT-PROMISSORY NOTE

150 North Field Drive, Suite 190, Lake Forest, Illinois 60045

Phone 877-226-5456 www.bankdirectcapital.com

Quote
2 Item 21.

Agent/Broker/Producer (Name and Address) INSURICA of Central Oklahoma 3510 24th Ave NW, Ste 201 Norman, OK 73069 Telephone Number: 405-321-2700	Agency Code: 18452INSURIC
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Insured (Name and Address as shown on the policy(ies) including all insureds covered by the policies below) Mangum City Hospital Authority 1 Wickersham Street Mangum, OK 73554 Telephone Number: 580-782-3353
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Creditor: AFCO Credit Corporation			Federal Truth In Lending Disclosures		
(A) Total Premiums	(B) Down Payment	(C) Amount Financed (The amount of credit provided to you or on your behalf)	(D) FINANCE CHARGE (The dollar amount the credit will cost you)	(E) Total of Payments (The amount you will have paid after you have made all payments as scheduled)	(F) ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)
\$84,875.62	\$13,071.34	\$71,804.28	* \$3,062.42	\$74,866.70	9.2%
Your PAYMENT SCHEDULE will be: Monthly			*Includes a non-refundable service charge of \$10.00		If the borrower under this Agreement is a consumer, you will receive an Itemization of the Amount Financed
No. of Payments		Amount of Payments	When Payments are Due		
10		\$7,486.67	On the 21st day of the month, beginning 5/21/2023		
<p>Security: You are giving a security interest in any and all unearned or return premium(s) and dividends which may become due under the policy(ies) being purchased.</p> <p>Late Charge: You will be charged 5% of the payment, subject to a minimum charge of \$5.00 on any payment received more than 5 days after the due date.</p> <p>Cancellation Charge: You will be charged a cancellation charge of \$25.00 if AFCO cancels any insurance policy in accordance with the terms of this Agreement.</p> <p>Prepayment: If you voluntarily prepay in full prior to the last installment due date you will not be charged a prepayment fee and you may be entitled to a refund of part of the finance charge.</p> <p>See Above and on the last page of this document for any additional information about non-payment default, any repayment in full before the scheduled date, and prepayment refunds and penalties.</p>					

SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Address of General or policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
H003788	4/21/2023	MedPro RRG Risk Retention Group PO Box 28300 New York, NY 10087	PROFESSIONAL LIABILITY	12	\$61,277.00
Audit= N Min Ernd= 0% AddCxlDays= 10			Ref. Tax/Fee:		\$0.00
			Non-Ref. Tax/Fee:		\$0.00

In consideration of the payment(s) to be made by AFCO CREDIT CORPORATION ("AFCO") to the above insurance company(ies) ("Insurer(s)"), either directly or through your or their agents, representatives, or producer, the above-named insured ("Insured") (jointly and severally if more than one):

1) **PROMISE OF PAYMENT:** Promises to pay to the order of AFCO at the above address or any address AFCO may designate, the Total of Payments in accordance with the Payment Schedule set forth in the above Truth-in-Lending Disclosures as well as any other sums due pursuant to this Agreement. No additional authority, acts, approvals or licenses are or will be necessary as a prerequisite to the enforceability of this Agreement. AFCO may, at its option, pay loan proceeds to any agent, broker, general agent, managing general agent or insurer set forth herein. Payments to AFCO are deemed made only upon receipt in good funds. Checks are accepted, subject to collection.

(2) **SECURITY INTEREST AND POWER OF ATTORNEY:** Irrevocably appoints AFCO as Attorney-In-Fact with full authority to affect cancellation of the policies covered hereby or any substitution, rewrite or renewal thereof in accordance with the provisions herein, to receive all sums assigned to AFCO or in which it has granted AFCO a security interest. AFCO may execute and deliver on behalf of the Insured all documents, forms and notices relating to the policies covered hereby in furtherance of this Agreement. The Power of Attorney is coupled with an interest and the powers given herein may be exercised by the Attorney-In-Fact, or its successors and assigns.

(3) **RECEIPT OF AGREEMENT AND PRIVACY NOTICE:** Acknowledges that it has received a copy of all pages of this Agreement and if the borrower is a consumer, the Insured acknowledges that he has received a copy of AFCO's Privacy Statement.

NOTICE: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT. 3. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE SERVICE CHARGE.

INSURED AGREES TO THE TERMS SET FORTH ABOVE AND ON ALL PAGES OF THIS AGREEMENT

INSURED'S NAME	SIGNATURE OF THE INSURED OR AUTHORIZED REPRESENTATIVE	TITLE	DATE
INSURED'S NAME	SIGNATURE OF THE INSURED OR AUTHORIZED REPRESENTATIVE	TITLE	DATE

AGENT/BROKER/PRODUCER WARRANTIES AND REPRESENTATIONS

The undersigned warrants and agrees: 1. The policies listed in the Schedule of Policies are in full force and effect, and the information and the premiums are correct. 2. The Insured has received a copy of this Agreement, has authorized this transaction and recognizes the security interest assigned herein. 3. To hold in trust for AFCO any payments made or credited to the Insured through or to the undersigned, directly or indirectly, actually or constructively by the insurance companies, their representatives or AFCO and to pay the monies as well as any unearned commissions to AFCO upon demand to satisfy the outstanding indebtedness of the Insured. 4. Any lien the undersigned has or may acquire in the return premiums arising out of the listed insurance policies is subordinate to AFCO's lien or security interest therein. 5. The policies comply with AFCO's eligibility requirements. 6. No audit or reporting form policies, policies subject to retrospective rating or minimum earned premium are included. 7. The deposit or provision premiums are not less than anticipated premiums to be earned for the full term of the policies. 8. The policies can be cancelled by the Insured and the unearned premiums will be computed on the standard short-rate or pro-rata table. 9. A proceeding in bankruptcy, receivership, or insolvency has not been instituted by or against the named Insured borrower. 10. That it has received the down payment and any other sums due as required by the Agreement and is holding same or they are attached to this Agreement. 11. No additional authority, acts, approvals or licenses are or will be necessary as a prerequisite to the enforceability of this Agreement. 12. AFCO will rely upon these representations in determining whether to accept this Agreement.

THE UNDERSIGNED FURTHER WARRANTS THAT IT HAS RECEIVED THE DOWN PAYMENT AND ANY OTHER SUMS DUE AS REQUIRED BY THE AGREEMENT AND IS HOLDING SAME OR THEY ARE ATTACHED TO THIS AGREEMENT

AGENT OR BROKER	SIGNATURE OF AGENT OR BROKER	TITLE	DATE
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(4) ASSIGNMENT OF SECURITY INTEREST AND POWER OF ATTORNEY: The Insured assigns and hereby gives a security interest to AFCO as collateral for the total amount payable in this Agreement and any other past, present or future extension of credit: (a) any and all unearned premiums or dividends which may become payable for any reason under all insurance policies financed by AFCO, (b) loss payments which reduce the unearned premiums, subject to any mortgagee or loss payee interests and (c) any interest in any state and relating to any financed policy. If any circumstances exist in which all premiums related to any policy could become fully earned in the event of any loss, AFCO shall Item 21. loss-payee with respect to such policy. AFCO at its option may enforce payment of this debt without recourse to the security given to AFCO. The Insured irrevocably appoints its attorney in fact with full authority to (i) cancel all insurance financed by AFCO for the reason set forth in paragraph 13, whether pursuant to this or any other agreement, (ii) receive all sums hereby assigned to AFCO and (iii) execute and deliver on the Insured's behalf all documents, instruments of payment, forms and notices of any kind relating to the insurance in furtherance of this Agreement.

(5) WARRANTY OF ACCURACY: The Insured (i) warrants that all listed insurance policies have been issued to it and are in full force and effect and that it has not and will not assign any interest in the policies except for the interest of mortgagees and loss payees; (ii) authorizes AFCO to insert or correct on this Agreement, if omitted or incorrect, the insurer's name, the policy numbers, and the due date of the first installment and to correct any obvious errors; and (iii) authorizes AFCO to correct or remedy any error or omission in the completion of this Agreement. In the event of any such change, correction or insertion, or of any change in Blocks (A) thru (F), or in the Federal Truth-In-Lending Disclosures or in the Itemization of the Amount Financed Disclosures the Insured will be notified at the address shown hereon.

(6) REPRESENTATION OF SOLVENCY: The Insured represents that it is not insolvent or the subject of any insolvency proceeding.

(7) ADDITIONAL PREMIUMS: The money paid by AFCO is only for the premium as determined at the time the insurance policy is issued. AFCO's payment shall not be applied by the insurance company to pay for any additional premiums owed by the Insured resulting from any type of misclassification of the risk. The Insured shall pay to the insurer any additional premiums or any other sums that become due for any reason. The Insured agrees that, in the event the total premiums are greater than that shown hereon, or if the Insured requests additional premiums be added or additional premiums financed, this Agreement may be amended to reflect the actual premiums and the Insured will either (i) pay the difference in premium due or (ii) pay any required additional down payment and any additional finance charge permitted by law. In such event AFCO will forward the Insured a revision notice showing all information required by law. If AFCO assigns the same account number to any additional extension or extensions of credit, (i) this Agreement and any agreement or agreements identified by such account number shall be deemed to comprise a single and indivisible loan transaction, (ii) any default with respect to any component of such transaction shall be deemed a default with respect to all components of such transaction and (iii) any unearned premiums relating to any component of such transaction may be collected and applied by AFCO to the totality of such transaction.

(8) SPECIAL INSURANCE POLICIES: If the insurance policy is auditable or is a reporting form policy or is subject to retrospective rating, then the Insured promises to pay to the insurance company the earned premium computed in accordance with the policy provisions which is in excess of the amount of premium advanced by AFCO which the insurance company retains.

(9) FIRST NAMED INSURED: If the insurance policy provides that the first named insured in the policy shall be responsible for payment of premiums and shall act on behalf of all other insureds regarding the policy, then the same shall apply to this Agreement and the Insured represents that it is authorized to sign on behalf of all insureds. If not, then all insureds' names must be shown on this Agreement unless a separate agreement appoints an insured to act for the others.

(10) FINANCE CHARGE: The finance charge shown in Block D begins to accrue as of the earliest policy effective date, unless otherwise indicated in the Schedule of Policies, and shall continue to accrue until the balance due AFCO is paid in full or until such other date as required by law, notwithstanding any cancellation of coverage. If AFCO issues a Notice of Cancellation, AFCO may recalculate the total finance charge payable pursuant to this Agreement, and the Insured agrees to pay interest, on the Amount Financed set forth herein, from the first effective date of coverage, at the highest lawful rate of interest.

(11) AGREEMENT BECOMES A CONTRACT: This Agreement becomes a binding contract when AFCO mails the Insured its written acceptance and is not a contract until such time. The Insured agrees that (i) this Agreement may be transmitted by facsimile, E-mail or other electronic means to AFCO, (ii) any such transmitted Agreement shall be deemed a fully enforceable duplicate original document and (iii) such Agreement, when accepted by AFCO, shall constitute a valid and enforceable contract.

(12) DEFAULT AND DISHONORED CHECK CHARGES: If the Insured is late in making a loan payment to AFCO by more than the number of days specified by law the Insured will pay to AFCO a delinquency charge equal to the maximum charge permitted by law. If a check is dishonored, AFCO may re-present the check electronically and collect a service fee not to exceed the lesser of \$25 or the amount permitted by law.

(13) CANCELLATION: AFCO may cancel all insurance policies financed by AFCO after giving statutory notice and the full balance due to AFCO shall be immediately payable if the Insured does not pay any installment according to the terms of this or any other Agreement with AFCO. Payment of unearned premiums shall not be deemed to be payment of installments to AFCO, in full or in part.

(14) CANCELLATION CHARGES: If AFCO cancels any insurance policy in accordance with the terms of this Agreement the Insured will pay AFCO a cancellation charge, if permitted, up to the limit specified by law.

(15) MONEY RECEIVED AFTER NOTICE OF CANCELLATION: Any payments made to AFCO after mailing of AFCO's Notice of Cancellation may be credited to the Insured's account without affecting the acceleration of this Agreement and without any liability or obligation to request reinstatement of a canceled policy. In the event that AFCO requests, on the Insured's behalf, reinstatement of the policy, such request does not guarantee that coverage will be reinstated. Any money AFCO receives from an insurance company shall be credited to the amount due AFCO with any surplus paid over to whomever it is entitled. No refund of less than \$1 shall be made. In case of a deficiency, the Insured shall remain liable and pay the same with interest as set forth above.

(16) ATTORNEY FEES - COLLECTION EXPENSE: If, for collection, this Agreement is referred to an attorney and/or other party who is not a salaried employee of AFCO, the Insured agrees to pay any reasonable attorney fees and costs as well as other reasonable collection expenses, as permitted by law or granted by the court.

(17) PREPAYMENT AND REFUND CREDITS: The Insured may voluntarily prepay the full amount due and under certain conditions be entitled to receive a partial refund of the FINANCE CHARGE computed in accordance with the method prescribed by law, after deducting any fully earned charge permitted by law. AFCO may retain an additional non-refundable service charge as indicated on Page 1 of this Agreement. Any minimum or fully earned fees will be deducted as permitted by law. The Insured agrees that any refunds may be applied against any debts owed AFCO.

(18) INSURANCE AGENT OR BROKER: The insurance agent or broker named in this Agreement is the Insured's agent, not AFCO's and AFCO is not legally bound by anything the agent or broker represents to the Insured orally or in writing. AFCO has not participated in the choice, placement, acquisition or underwriting of any financed insurance. Any disclosures made by the agent are made in its capacity as the Insured's agent and AFCO makes no representations with respect to the accuracy of any such disclosures.

(19) NOT A CONDITION OF OBTAINING INSURANCE: This Agreement is not required as a condition of obtaining insurance coverage.

(20) SUCCESSORS AND ASSIGNS: All legal rights given to AFCO shall benefit AFCO's successors and assigns. The Insured will not assign this Agreement and/or the policies without AFCO's written consent except for the interest of mortgagees and loss payees.

(21) LIMITATION OF LIABILITY - CLAIMS AGAINST AFCO: The Insured hereby irrevocably waives and releases AFCO from any claims, lawsuits and causes of action which may be related to any prior loans and/or to any act or failure to act prior to the time that this Agreement becomes a binding contract, pursuant to paragraph 11. AFCO's liability for breach of any of the terms of this Agreement or the wrongful exercise of any of its powers shall be limited to the amount of the principal balance outstanding, except in the event of gross negligence or willful misconduct. Any claims against AFCO shall be litigated exclusively in the Supreme Court of the State of New York, County of New York.

(22) DISCLOSURE: The insurance company or companies and their agents, any intermediaries and the insurance agent or broker named in this Agreement and their successors are authorized and directed to provide AFCO with full and complete information regarding all financed insurance policy or policies, including, without limitation, the status and calculation of unearned premiums.

(23) ENTIRE DOCUMENT - GOVERNING LAW - ENFORCEMENT VENUE: This document is the entire agreement between AFCO and the Insured and can only be changed in a writing signed by both parties except as stated in paragraph (5). The laws of the state indicated in the Insured's address as set forth herein will govern this Agreement. AFCO may, at its option, prosecute any action to enforce its rights hereunder in the Supreme Court of the State of New York, County of New York, and the Insured (i) waives any objection to such venue and (ii) will honor any order issued by or judgment entered in such Court.

(24) WAIVER OF SOVEREIGN IMMUNITY: The Insured hereby certifies that it is empowered to enter into this Agreement without any restrictions and that the individual signing it has been fully empowered to do so. To the extent that the Insured either possesses or claims sovereign immunity for any reason, such sovereign immunity is expressly waived and the Insured agrees to be subject to the jurisdiction of the laws and courts set forth in the preceding paragraphs.

ADDENDUM TO PREMIUM FINANCE AGREEMENT – PROMISSORY NOTE


SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Address of General or policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
C4LPX258554CY BER2023 Audit= N Min Ernd= 0% AddCxlDays= 10	4/21/2023	Arch Specialty Insurance Company 210 Hudson St Ste 300 Jersey City, NJ 07311	CYBER LIABILITY Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$11,427.00 \$709.62 \$400.00
Audit= N Min Ernd= 0% AddCxlDays= 10	5/1/2023	Continental Casualty Company 151 N Franklin St FL 9 Chicago, IL 60606	DIRECTORS AND OFFICERS Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$11,062.00 \$0.00 \$0.00
Audit= Min Ernd= AddCxlDays=			Ref. Tax/Fee: Non-Ref. Tax/Fee:		
Audit= Min Ernd= AddCxlDays=			Ref. Tax/Fee: Non-Ref. Tax/Fee:		
Audit= Min Ernd= AddCxlDays=			Ref. Tax/Fee: Non-Ref. Tax/Fee:		
Audit= Min Ernd= AddCxlDays=			Ref. Tax/Fee: Non-Ref. Tax/Fee:		
Audit= Min Ernd= AddCxlDays=			Ref. Tax/Fee: Non-Ref. Tax/Fee:		
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Audit= Min Ernd= AddCxlDays=			Ref. Tax/Fee: Non-Ref. Tax/Fee:		
Audit= Min Ernd= AddCxlDays=			Ref. Tax/Fee: Non-Ref. Tax/Fee:		

Recurring ACH Debit Authorization Form

Please complete this fillable digital form to have your payments automatically debited from your account listed below. Email the completed form to your Agent/Broker with your signed PFA. Or email directly to BankDirect Capital Finance ("BDCF") at payments@bankdirectcapital.com. If you need to print this form, please fax to 877.226.5297.

Name: Mangum City Hospital Authority
Address: 1 Wickersham Street Mangum, OK 73554
Phone: 580-782-3353
BDCF Quote or Account # 2480252.2

Account Holder Name:	<u></u>	
Bank Name:	<u></u>	
Account Type:	Checking <input type="checkbox"/> Savings <input type="checkbox"/>	
Routing Number:	<u></u>	
Account Number:	<u></u>	
Account Holder Email Address:	<u></u>	

PLEASE ATTACH A VOIDED CHECK FOR ACCOUNT VERIFICATION & CONFIRMATION PURPOSES. It is agreed that you hereby authorize BankDirect to initiate an automatic debit to the financial account indicated (and authorize said financial institution to honor such debit) for any and all installments due under the BankDirect quote or account number listed above. It is further agreed that any additional fees, including but not limited to, late fees, non-sufficient funds fees and cancellations fee, will also be charged and debited from the indicated account should they accrue during the term of the loan. The debited installment amount is subject to change in the event of the financing of an additional premium or the crediting of an endorsement refund to the original PFA which has been processed to your existing account. You further understand, agree and affirm that: (1) the information you have provided above is correct and accurate; (2) you are authorized to enter into this agreement and are the signer on the above account; (3) funds will be available to cover the amount of the existing obligation on the payment due date or the business day prior to the due date should the due date fall on a weekend or holiday; (4) this authorization will remain in full force and effect until either (a) you request termination of this agreement by providing BankDirect written notice of the desire to terminate automatic ACH debit fifteen (15) days prior to desired termination date at the address or email below and/or (b) you receive written notification from BankDirect of termination resulting from the rejection of an ACH debit due to NSF or a closed account. BankDirect reserves the right to remove this ACH Debit Authorization at its sole discretion should an ACH debit be returned as unpaid for any reason, but BankDirect reserves its right to reestablish future ACH debits based on this authorization unless this authorization has been terminated as outlined above; (5) You may authorize changes to the bank account to be debited, authorize the extension of this document to additional BankDirect accounts or quotes, and authorize its use to ACH debit for the Down Payment on the indicated quote or account or any subsequent authorized quote or account, provided that authorization is granted in writing (an email request is deemed an acceptable notification in writing). You are authorizing BankDirect to act upon such request, without the necessity of an additional ACH Debit Authorization form; (6) Please check below if you wish for BankDirect to initiate an ACH Debit for the Down Payment on your quote/account. Do not provide this authorization if you have or intend to send the Down Payment directly to your authorized Insurance Agent. You hereby grant to your authorized Insurance Agent a limited attorney-in-fact to authorize BankDirect to initiate an ACH Debit for your Down Payment, either through use of the check box below or with their written instruction to BankDirect (an email request from your Insurance Agent to BankDirect is deemed an acceptable notification in writing).

* ☐ **INCLUDE DOWN PAYMENT.** By checking this box, you authorize BankDirect to initiate an ACH debit for your down payment and you are *
* confirming you have not issued, nor do you intend to issue, the down payment directly to your authorized Insurance Agent. *

Authorized & Agreed to by:

BY: _____
Authorized Signatory of Account Holder Printed Name & Title Date

150 North Field Drive, Suite 190, Lake Forest, IL. 60045

P: 877.226.5456 F: 877-226-5297

payments@bankdirectcapital.com