



Agenda

Mangum City Hospital Authority

February 25, 2025 at 5:30 PM

City Administration Building at 130 N Oklahoma Ave.

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

CALL TO ORDER

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 January 28, 2025, regular meeting minutes as present
2. Approve January 2025 Clinic Report
3. Approve January 2025 Medical Staff Minutes
4. Approve January 2025 Quality Report
5. Approve January 2025 CCO Report
6. Approve January 2025 CEO Report
7. Approve the following forms, policies, appointments, and procedures previously approved, on 02/13/2025 Quality Committee and on 02/20/2025 Medical Staff.

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

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

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

Discussion related to HIM Delinquencies-none to report.

FURTHER DISCUSSION

REMARKS

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

REPORTS

8. Financial Report for January 2025

OTHER ITEMS

- 9. Discussion and Possible Action to Approve** PYA, PC-Engagement Letter for FY 2024 Medicare Cost Report Services
- 10. Discussion and Possible Action to Approve** the CNA renewal policy for Directors and Officers and Employment Practices liability insurance policy coverage.
- 11. Discussion and Possible Action to Approve** the Clean Uniform Company agreement, to provide linen services to the hospital, clinics, dietary, and ancillary service areas.
- 12. Discussion and Possible Action to Approve** the termination of the Vestis/Aramark linen agreement.
- 13. Discussion and Possible Action to Approve** the Heartland Pathology Contract Renewal to provide anatomic pathology services and medical directorship for Mangum Regional Medical Center
- 14. Discussion and Possible Action to Approve** the Contract Safe Renewal invoice to hold all MRMC's contracts in one secure online location.
- 15. Discussion and Possible Action to Approve** the Tiger Connect-Order form for HIPAA compliant messaging communication services.
- 16. Discussion and Possible Action to Approve** the vehicle lease agreement between Cohesive Mediryde, LLC and MRMC to provide a van to be used in the Strong Mind program for patient transport.
- 17. Discussion and Possible Action to Approve** the appointment Meghan Smith RN of the Infection Preventionist at Mangum Regional Medical Center for 2025
- 18. Discussion and Possible Action to Approve** the HIPAA Security Officer Desirae Galmor at Mangum Regional Medical Center for 2025.
- 19. Discussion and Possible Action to Approve** the Compliance Officer Denise Jackson at Mangum Regional Medical Center for 2025
- 20. Discussion and Possible Action to Approve** the HIPAA Privacy Officer Jennifer Dreyer at Mangum Regional Medical Center for 2025.
- 21. Discussion and follow up** regarding helipad at the MRMC campus
- 22. Discussion and follow up** regarding the MRMC RHC.

EXECUTIVE SESSION

23.

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

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

OPEN SESSION

24. Discussion and possible action regarding the executive session

STAFF AND BOARD REMARKS

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

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 **4:00 p.m. on the 21st day of February 2025** by the Secretary of the Mangum City Hospital Authority.

Steve Kyle Secretary



Minutes

Mangum City Hospital Authority Session

January 28, 2025 at 5:30 PM

City Administration Building at 130 N Oklahoma Ave.

The Trustees of the Mangum City Hospital Authority will meet in regular session on January 28th, 2025 at 5:30 PM, in the City Administration Building at 130 N. Oklahoma Ave, Mangum, OK for such business as shall come before said Trustees.

CALL TO ORDER

Vice Chairman Lively called the meeting to order at 5:30pm.

ROLL CALL AND DECLARATION OF A QUORUM

PRESENT

Trustee Cheryl Lively
Trustee Michelle Ford
Trustee Lisa Hopper
Trustee Ronnie Webb

ABSENT

Trustee Carson Vanzant

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 consent agenda items 1-7 as presented. Removing item 8.

Trustee Hopper asks if it is just an 'update' for item #8 on the agenda.

Motion to approve number 8 after discussion.

Motion made to approve by Trustee Hopper, Seconded by Trustee Ford.

Voting Yea: Trustee Webb

Voting Abstaining: Trustee Lively

1. Approve December 17, 2024, regular meeting minutes as present.
2. Approve December 2024 Clinic Report.
3. Approve November 2024 Medical Staff Minutes
4. Approve November 2024 Quality Report
5. Approve December 2024 Quality Report

6. Approve December 2024 CCO Report.
7. Approve December 2024 CEO Report.
8. Approve the following forms, policies, appointments, and procedures previously approved, on 01/16/2025 Quality Committee and on 01/23/2024 Medical Staff.

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-2025 Hazard Vulnerability Assessment

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-2024 Security Risk Assessment

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-2024 HIPAA Security Walkthrough.

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-2024 SAFER Guides

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-ITS-041-Secure Messaging Policy

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-BSO-0XX-Self-Administered Drug Policy

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-CLP-006- Pain Screening, Assessment and Management Policy

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-FMNR-013-Consent/Declination for Blood & Blood Products

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-FMNR-030-Patient Post-Fall Review Form

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-NUR-009_Blood Product Administration Policy

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-NUR-010-Emergency Release of Blood Policy.

Discussion and Possible Action to Approve the Policy and Procedure: MRMC-FMHP-018- Patient Privacy

Discussion and Possible Action to Approve the Policy and Procedure: RHC-039-School Physicals.

Discussion and Possible Action to Approve the Policy and Procedure: RHC-038- Clinic Financial Assistance Policy

Discussion and Possible Action to Approve the Policy and Procedure: FMED-014-Inclusion/Exclusion Criteria for IV Thrombolytic Therapy in Ischemic Stroke.

Discussion and Possible Action to Approve the Policy and Procedure: FMED-014 Inclusion/Exclusion Criteria for IV Tenecteplase in Ischemic Stroke

Discussion and Possible Action to Approve the Policy and Procedure: FMED-015-Nursing Bedside Swallow Screen

Discussion and Possible Action to Approve the Policy and Procedure: FMED-016- Emergency Department Stroke Alert Audit.

Discussion and Possible Action to Approve the Policy and Procedure: EDPR-002- Stroke Alert Standing Orders

Discussion and Possible Action to Approve the Policy and Procedure: EMD-009 Stroke Alert and Management Policy

Discussion and Possible Action to Approve the Policy and Procedure: EMD-045- Administration of Tenecteplase in Acute Ischemic Stroke.

Discussion and Possible Action to Approve the Policy and Procedure: EMD-021- Administration of Intravenous (IV) Thrombolytic Therapy in Acute Ischemic Stroke

Discussion and Possible Action to Approve the Policy and Procedure: FMED-013- VAN Emergent Large Vessel Occlusion Screening Tool

Discussion and Possible Action to Approve the Policy and Procedure: FMED-045- Tenecteplase in Acute Ischemic Stroke Dosing Recommendations

Discussion and Possible Action to Approve the Policy and Procedure: FMED-046- Vital Signs and Neuro Check Flow Sheet

Discussion and Possible Action to Approve the Policy and Procedure: FMED-047-Stroke Alert Protocol/Algorithm

Discussion and Possible Action to Approve the Policy and Procedure: Tenecteplase in Acute Ischemic Stroke Recommendations Reconstitution, Administration & Dosing.

Discussion related to HIM Delinquencies-none to report.

FURTHER DISCUSSION

None.

REMARKS

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

None.

REPORTS

9. Financial Report for November 2024

November and December 2024 financials were both presented. The average daily census for November was 7.4 and December was 9.06. Acute payers mix for Medicare and Medicare managed care for November was 78% and December for 81%. YTD swing bed payer mix was 88% for Medicare and 11% for Medicare managed care. The operating

margin was a loss of \$115,000.00 for November and \$343,000.00 for December. The YTD monthly average ended at a loss of \$56,000.00 per month. Operating expenses were 1.5 million for both November and December, which were up \$32,000.00 from the YTD monthly average. Cash on hand for the end of November was \$545,000.00, which was 10.9 days. December was \$418,000.00, which is 8.7 days cash on hand.

For the clinic the average number of visits per day was 6.63 for November and 6.73 for December. Revenue for the clinic ended at \$336,000.00 and operating expenses were \$789,600.00, resulting in a net loss of \$453,000.00.

Trustee Webb asks why it is such a high loss; the answer was that it was right in line for the clinic for the last 4 years.

Trustee Hopper asks what the value of keeping the clinic open or the rule of keeping the clinic open with it being such a loss. She asks at what point is enough enough, for so much loss.

Kelley says that they will be looking at the loss and reasons and try to maybe move the locations of the clinic.

Trustee Lively says that their numbers are what they are because people cannot get in for appointments and so they go next door.

Trustee Lively states that changing locations will not help.

10. Financial Report for December 2024

OTHER ITEMS

11. **Discussion and Possible Action to Approve** the Agreement for provision & maintenance of Durable Medical Equipment between Tecumseh Oxygen & Medical Supply a Holding of Cohesive Health Care and Mangum Regional Medical Center.

Kelley explains that the agreement utilizes everything at once and that is the only benefit. Trustee Hopper asks if that is the one Cohesive owns.

Trustee Webb asked if it's exclusive on using them or not. Kelley explains there is nothing saying we must use them. Trustee Webb is asking what the benefit is compared to what is already in place. The current one is \$66.00 a day and Tecumseh is \$40.00 a day and allows more availability of equipment.

Motion to approve.

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

12. Discussion and Possible Action to Approve 2025 MRMC Budget.

The budget has a 26% increase and 16.1 million in operating expenses.

The management fees wouldn't get paid to Cohesive to the expense line.

Motion to approve.

Motion made by Trustee Ford, Seconded by Trustee Hopper.

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

13. Discussion and Possible Action to Approve 340B Compliance Partners-Consulting Agreement to provide a yearly 340B mock audit, assist with policy and procedure review with recommendations based on the 340B program.

Kelley speaks explaining that it is just a yearly update, no changes, just an update.

Motion to approve.

Motion made by Trustee Webb, Seconded by Trustee Hopper.

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

14. Discussion and Possible Action to terminate the 340B Contract Pharmacy Services Agreement between MRMC and Granite Drug Co.

Kelley explains that Granite does not want to take generic 340B. Trustee Webb asks if it can just stay in effect and use someone else. Kelley says no, we have to cancel the contract. Trustee Hopper asks if it will affect any patients and Kelley states that it is very very low effect.

Motion to approve.

Motion made by Trustee Hopper, Seconded by Trustee Ford.

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

15. Discussion and Possible Action to Approve the Mangum Family Clinic/Spark light renewal agreement for internet services

Mr. Kendall suggests doing item #17 and then moving back to this line item.

After discussing item #17, motion to approve.

Motion made by Trustee Webb, Seconded by Trustee Hopper.

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

16. Discussion and Possible Action to Approve the Part-time Lease of the Mangum Family Clinic between the Mangum Family Clinic and Integris Cardiovascular Physicians, LLC.

Kelley says that the lease is for Dr. Gibson, and they receive \$217.00 per month for her to do clinic. Trustee Hopper asks if she has a lot of patients. Kelley says she is very productive when she is there.

Motion to approve.

Motion made by Trustee Hopper, Seconded by Trustee Lively.

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

17. Discussion and Possible Action with regard to the operations of Mangum Family Clinic

Trustee Webb comments that people have established their providers and would rather wait to be seen. Trustee Ford asks if they keep a record of everyone seen and every loss they have. Trustee Webb explains that we need to remain consistent, and we need to try to keep a good relationship with customers and that every time the customers see someone different, they need to explain again and again their problems. Trustee Webb says even though they do have good advertising, he says there is other problems that needs to be looked into. Trustee Webb asks if they have any ideas of what the future holds of the clinic. Kelley says if the annex can even be a clinic, that is their thought but there is a lot of information needed to get it figured out. Kelley states the last thing they want to do is close it. Trustee Webb asks what the return rate is with new patients & Trustee Hopper asks what the staff level is. Kelley and says, 4 employees

Motion to table it until March 25, 2025.

18. Discussion on whether the roof repair to the Mangum Regional Medical Center constitutes an "emergency" for purposes of the notice and bid requirements under the Public Competitive Bidding Act of 1974.

Mr. Kendall explains that he has provided the memorandum and explains that this has been an issue and conversations have been brought up for a while. He explains that we should not declare it an emergency due to the previous conversations. Trustee Webb asks him what will happen if it floods, and it hasn't flooded prior and asks if it's then considered an emergency. Mr. Kendall explains that no, because it is not an unforeseen event, and we need to follow the bid requirements under the state bidding act. Mr. Kendall explains that it was brought up in 2018 and several years after and that we can't constitute this as an emergency.

No action.

19. Discussion and possible action to approve the contract between Fox, Drechler, and Brickley, Inc., and the Mangum City Hospital Authority to provide engineering and inspection services related to the repair and replacement of the Mangum Regional Medical Center's Roof. Such services include ensuring compliance with Oklahoma's Public Competitive Bid Act, including handling all bid packets, statutory notices, and inspection of the project to ensure compliance with the approved building plans and relevant laws or regulations.

Mr. Kendall says we need to hire an architect to make bid packets and handle inspection. We need to be sure we have all the insurance in place. He explains that he has been in contact with them, and they have argued back & forth regarding an architect really needs involved. Mr. Kendall disagrees and says if we get an architect involved that it will be faster and more efficient.

Trustee Webb states that we can consider this item under new business.

No action.

20. Discussion and possible action to authorize Fox, Drecherl, and Brickley, Inc., or other designated representative, to solicit bids in accordance with the building specifications approved by the insurance adjuster and set a date certain for bids to be received and approved.

No action.

EXECUTIVE SESSION

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

No executive needed.

OPEN SESSION

22. Discussion and possible action to come out of executive session.

None.

STAFF AND BOARD REMARKS

Remarks or inquiries by the governing body members, Hospital CEO, 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 6:27pm.

Motion made by Trustee Hopper, Seconded by Trustee Webb.

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

Carson Vanzant, Chairman

Steve Kyle, Secretary



Clinic Operations Report

Mangum Family Clinic

January 2025

| Monthly Stats | January 2024 | January 2025 |
|---------------|--------------|--------------|
| Total Visits | 177 | 187 |
| Provider Prod | 108 | 157 |
| RHC Visits | 158 | 182 |
| Nurse Visits | 0 | 5 |
| Televisit | 0 | 0 |
| Swingbed | 19 | 11 |
| | | |

| Provider Numbers | RHC | TH | SB |
|------------------|-----|----|----|
| Ogembo | 119 | | |
| Sanda | 38 | | |
| Langley | 16 | | |
| Sturdivant | 14 | | |
| Chiaffitelli | | | 11 |

| Payor Mix | |
|-----------|----|
| Medicare | 72 |
| Medicaid | 84 |
| Self | 2 |
| Private | 31 |

| Visits per Geography | |
|----------------------|-----|
| Mangum | 159 |
| Granite | 20 |
| Altus | 4 |
| Duke | 4 |

| Month | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|--------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| Visits | 187 | | | | | | | | | | | | |

Clinic Operations:

- Nelson Ogembo was on PTO for half of January, a few days this month were not covered by a provider.
- Dr. Sanda has seen an increase in patient load during this month.

Quality Report:

| Improvement Measure | Actual | Goal | Comments |
|----------------------|--------|------|----------------------|
| Reg Deficiencies | 0 | 0 | 12 audited |
| Patient Satisfaction | 4 | 5 | 3 Excellent; 1 good |
| New Patients | 30 | 10 | Extremely impressive |
| No Show | 12.5% | <12% | 15 No shows |
| Expired Medications | 0 | 0 | None noted. |

Outreach:

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

Summary :

The clinic maintained good coverage while providers were on PTO, ensuring that patient care remained a top priority at Mangum Family Clinic. Nelson Ogembo returned from PTO on January 15th, and the patient load continues to grow. Dr. Sanda has also experienced a significant increase in patient demand. We expect both providers to continue expanding alongside the clinic, delivering compassionate care to our community.

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

Mangum Regional Medical Center
 Medical Staff Meeting
 Thursday
 January 23, 2025

MEMBERS PRESENT:

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

ALLIED HEALTH PROVIDER PRESENT:

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

NON-MEMBERS PRESENT:

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

1. Call to order
 - a. The meeting was called to order at 12:35 pm by Dr. John Chiaffitelli, Medical Director.
2. Acceptance of minutes
 - a. The minutes of the November 21, 2024, Medical Staff Meeting were reviewed.
 - i.Action:** Dr. Chiaffitelli, Medical Director, made a motion to approve the minutes.
3. Unfinished Business
 - a. None.
4. Report from the Chief Executive Officer
 - Operations Overview
 - November 2024- Report
 - Patient rounds continue to provide positive feedback from our patients.
 - Looking at Clinic collections for November we collected a total of \$1,587.49 down from \$2,477.09 at time of service.

- In the Month of November, the hospital collected \$7,846,56 total patient payment of which \$881,00 was upfront collections.
- We are hoping to have an update on the roof project in the month of December.
- We have recently brought on a Psychiatric Nurse Practitioner to start the Strong Mind Program for Mangum.
- We have been approved for the Title VI Grant but we are awaiting on award letter.

December Report 2024

- Our census is back up for the Month of December
- Flu and Covid numbers have increased.
- Looking at clinic collection for December we collected a total of \$563.96 down from \$1,587.29 at time of service.
- In the Month of December, the hospital collected \$9,460.87 total patient payments of which \$1,021.26 were upfront collections.
- We have some reports that the roof project is looking good but still awaiting final approval from the insurance company.
- Our roof continues to leak in areas of concern. We had some more damaged ceiling tiles and OR ceiling with the last little rain we had.
- The Strong Mind Nurse Practitioner has started for Cohesive. She is training in the month of January with other facility counselors, and we are hoping to get our program going as soon as February.
- Room remodeling is ongoing.
- We continue to await our award letter from ODOT for our grant.
- We have recently been receiving denials from insurance companies based on DX. We have got to make sure our clinical data supports our DX.

Written report for November and December Meetings remains in the minutes.

5. Committee / Departmental Reports

a. Medical Records – No Report

1. No Report

b. Nursing

Patient Care – November and December

- MRMC Education included:
 1. Nursing documentation/updates are communicated to

Nursing staff weekly.

2. The nurse meeting was held 12/19/2024.
3. Pyxis integration and setup have commenced, go live date is scheduled for the end of January, 2025.

- MRMC Emergency Department reports 0 patients Left Without Being Seen (LWBS).
- MRMC Laboratory reports 0 contaminated blood culture set(s).
- MRMC Infection Prevention reports 0 CAUTI.
- MRMC Infection Prevention report 0 CLABSI.
- MRMC Infection Prevention reports 0 HAI, or 0 MDRO for the month November and December..

Client Service

November 2024, Report

- Total Patient Days decreased with 222 patient days in November 2024 as compared to 227 patient days in October 2024. This represents an average daily census of 7.
- November 2024 COVID-19 statistics at MRMC: Swabs (0 PCR & 34 Antigen) with 5 positive.
- MRMC continues to recruit for 2 PM RN-House Supervisor positions.
- We have one CNA position open currently and are in process of interviews.

December, 2024 - Report

- Total Patient Days decreased with 281 patient days in December 2024 as compared to 222 patient days in November 2024. This represents an average daily census of 9.
- December 2024 COVID-19 Statistics at MRMC: Swabs (1 PCR & 82 Antigen) with 8 Positive.

Preserve Rural Jobs

- MRMC continues to recruit for 2 PM RN-House Supervisor positions.
- MRMC hired one FT core CNA staff member.
- Patients continue to voice their praise and appreciation for the care received at MRMC. We continue to strive for excellence and improving patient/community relations.

Written report for November and December, 2024 remains in minutes.

c. Infection Control

- Old Business
 - a None
- New Business
 - a. N/A
- Data:
 - a, N/A
- Policy & Procedures Review:

- a. N/A
 - Education/In Services
 - a. Monthly EPIC meeting for IP education.
 - b. Weekly Call with Corp. IP.
 - c. Weekly Lunch and Learns.
 - d. Staff education
 - Updates: Employees are offered flu shots through the influenza vaccine program. Influenza vaccinations and declinations completed for MRMC employees. Two annual Fit test completed.
Annual Items:
 - a. Completed March 2023
 - b. ICRA approved by Board March, 2024.
 - c. 1 ICRA for July 2024
 Written report for November remains in the minutes.
- d. Environment of Care and Safety Report
- i. Evaluation and Approval of Annual Plans – November 2024-Report
 - i.i. Old Business - -
 - a. Chrome pipe needs cleaned and escutcheons replaced on hopper in ER – could not replace escutcheons due to corroded piping in wall – capped off leaking pipe under the floor to stop leak – hopper will be covered – remodel postponed.
 - b. ER Provider office flooring needing replaced. Tile is onsite.- remodel is postponed.
 - c. EOC, and Life Safety Plans will be evaluated and approved in the November EOC meeting.
 - i.i.i. New Business
 - a. Room 30 Remodel-Walls repaired – will paint 12-12-2024
 - b. High level dusting– Housekeeping will be reminded to pay more attention to areas above eye level
 - c. Uneven surface signage—signs will be installed once clips arrive
 - d. Impedance ground testing was completed 10-28-2024
- December 2024 – Report
- i. Evaluation and Approval of Annual Plans – December 2024 - Report
 - i.i. Old Business
 - a. Chrome pipe needs cleaned and escutcheons replaced on hopper in ER – could not replace escutcheons due to corroded piping in wall – capped off leaking pipe under floor to stop leak-hopper will be covered—remodel postponed.
 - b. ER Provider office flooring needing replaced – tile is onsite – remodel postponed
 - c. EOC and Life Safety Plans will be evaluated and approved in the January EOC Meeting.
 - d. Room 30 remodel – walls repaired will paint – 12-11-2024.
 - e. High level dusting – housekeeping will be reminded to pay

- more attention to area above eye level – complete 11-12-2024.
 - f. Uneven surface signage – Signs will be installed once clips arrive – Complete 12-02-2024
 - i.i.i. New Business
 - a. None

Written report for November and December remains in minutes.
- e. Laboratory
 - i. Tissue Report – None – November, 2024 – Approved
None – December, 2024 – Approved
 - i.i. Transfusion Report – November, 2024 – Approved
December, 2024 – Approved

Written report remains in minutes.
- f. Radiology
 - i. There was a total of – 148 X-Rays/CT/US – November
219 X-Rays/CT/US – December
 - i.i. Nothing up for approval – November
Nothing up for approval – December
 - i.i.i. Updates:
 - PM was completed on the CT – November
 - PM was completed on the Power Injector - December

Written report November and December remains in minutes.
- g. Pharmacy
 - i. Verbal Report by PharmD.
 - i.i. P & T Committee Meeting –
The P&T Committee Meeting was
held December 19, 2024. The next P&T Committee meeting will
be held in March, 2025.
 - i.i.i. Sterile Cipro IV and Levaquin 750mh IV has been added to the shortage
list.

Written report remains in the minutes.
- h. Physical Therapy
 - i. No report.
- i. Emergency Department
 - i. No report
- j. Quality Assessment Performance Improvement
 - Risk Management
 - Grievance – 0 – November – 1 – December
 - Fall with no injury – 0 – November – 2 – December
 - Fall with minor injury – 0 – November – 0 - December
 - Fall with major injury – 0 – November – 0 – December
 - Death – 0 – November – 2 – December

- AMA/LWBS – 1 – November – 3 – December
- Quality
 - Quality Minutes
- HIM – H&P – Completion – 0 – Progress Note completion –
- Med event – 2 – November – 3 – December
- After hours access was – 62 – November – 43 – December
- 20

Written reports for November and December remain in the minutes.

k. Utilization Review

- i. Total Patient days for October: 227 – November – 222 -
- i.i. Total Medicare days for October: 173 – November – 190
- i.i.i. Total Medicaid days for October: 3 – November – 0
- iv. Total Swing Bed days for October: 186 – Nov – 185
- v. Total Medicare SB days for October: 154 – November – 172

Written reports for November and December remain in the Minutes.

Motion made by Dr. John Chiaffitelli, Medical Director to approve Committee Reports for November and December, 2024.

6. New Business

- a. Review & Consideration of Approval of HIPAA Security Walk Through 2024
 - i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve HIPAA Security Walk Through 2024.
- b. Review & Consideration of Approval of SRA 2024
 - i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve SRA2024.
- c. Review & Consideration of Approval of 2024 SAFER Guides
 - i.Motion:** made by John Chiaffitelli, DO, Medical Director, to approve 2024 SAFER Guides.
- d **Motion:** made by John Chiaffitelli, DO, Medical Director, to approve Policy & Procedure d. through Policy & Procedure j. These Policies & Procedures are as follows: d. ITS-041-Secure Messaging Policy; e. CLP-006-Pain Screening, Assessment and Management Policy; f. BSO-0xx-Self-Administered Drug Policy; g, FMNR-030-Patient Post-Fall Review Form; h. FMNR-013-Consent/Declination for Blood & Blood Products; i. NUR-009-Blood Product Administration Polich; j. NUR-010-Emergency Release of Blood Policy;
- k. Review & Consideration of Approval of Hazard and Vulnerability Assessment 2025
 - Motion:** made by John Chiaffitelli, DO, Medical Director, to approve Hazard and Vulnerability Assessment 2025.
- l. **Motion:** made by John Chiaffitelli, DO, Medical Director to approve Policy & Procedure l. through aa. These Policies & Procedures are as follows: l. FMHP-018 -Patient Privacy Notice; m. RHC-039-RHC School Physicals; n. FMED-014 -IV

Thrombolytic Therapy Inclusion/Exclusion Criteria for Stroke; o. FMED-014-Tenecteplase Inclusion/Exclusion Criteria of Stroke; p. FMED-015-Nursing Bedside Swallow Screen; q. FMED-016-Emergency Department Stroke Alert Audit; r. EDPR-002-Stroke Alert Standing Orders; s. EMD-009-Stroke Alert Policy; t. EMD-20-Tenecteplase in Acute Stroke; u. EMD-021-Administration of Thrombolytic Therapy; v. FMED-013-VAN Stroke Screening Assessment Tool; w. EDPR-001-Blood Pressure Management Protocol for Acute Stroke; x. FMED-045-Tenecteplase in AIS Dosing Recommendations; y. FMED-046-Vital Signs and Neuro Check Flow Sheet; z. FMED-047-ED Stroke Alert Protocol Algorithm; aa. MRMC- Tenecteplase AIS Dosing and Administration Instructions.

7. Adjourn

- a. Dr Chiaffitelli made a motion to adjourn the meeting at 12:56

Medical Director/Chief of Staff

Date

**Mangum Regional Medical Center
Quality and Patient Safety Committee Meeting
Agenda for Jan 2025 and Meeting Minutes for Jan 2025**

| | | |
|--|---|---------------------------------|
| Meeting Location: OR | Reporting Period: Dec 2024 | |
| Chairperson: Dr Gilmore | Meeting Date: 01/16/2025 | Meeting Time: 14:00 |
| Medical Representative: Dr Gilmore | Actual Start Time: 1402 | Actual Finish Time: 1439 |
| Hospital Administrator/CEO: Kelley Martinez | Next Meeting Date/Time: 02/13/2025 @ 14:00 | |

Mission: To provide our Mangum community and surrounding counties with convenient, gold-standard “dependable and repeatable” patient care, while assisting and supporting all their medical healthcare needs.

** Items in blue italics denote an item requiring a vote*

| I. CALL TO ORDER | | | | |
|--|------------------|----------------------|--------------------------------|---|
| Agenda Item | Presenter | Time Allotted | Discussion/Conclusions | Decision/Action Items |
| A. Call to Order | QM | 1 min | Called to order at 1402 | Approval: First –Chasity, Second– Meghan |
| II. COMMITTEE MEETING REPORTS & APPROVAL OF MINUTES | | | | |
| Agenda Item | Presenter | Time Allotted | Discussion/Conclusions | Decision/Action Items |
| A. Quality and Patient Safety Committee <i>1. Approval of Meeting Minutes</i> | Denise Jackson | 2 min | Meeting minutes – Nov/Dec 2024 | Approval: First – Meghan, Second – Treva |
| B. Environment of Care (EOC) Committee <i>1. Approval of Meeting Minutes</i> | Mark Chapman | 2 min | Meeting minutes – Dec 2024 | Approval: First –Chasity, Second – Kelley |
| C. Infection Control Committee <i>1. Approval of Meeting Minutes</i> | Meghan Smith | 2 min | Meeting minutes – Nov 2024 | Approval; First –Brittany, Second - Chasity |

**Mangum Regional Medical Center
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| D. Pharmacy & Therapeutics (P&T) Committee 1. <i>Approval of Meeting Minutes</i> | Chelsea Church/ Lynda James | 2 min | Meeting minutes – None Next P&T - March 2025? | |
|---|----------------------------------|---------------|--|--|
| E. Health Information Management (HIM)/Credentialing Committee 1. <i>Approval of Meeting Minutes</i> | Jennifer Dryer/ Kaye Hamilton | 2 min | Meeting minutes – None | |
| D. Utilization Review (UR) Committee 1. <i>Approval of Meeting Minutes</i> | Chasity Howell | 2 min | Meeting minutes – Dec 2024 | Approval; First – Brittany, Second – Meghan |
| III. DEPARTMENT REPORTS | | | | |
| Agenda Item | Presenter | Time Allotted | Discussion/Conclusions | Decision/Action Items |
| A. Nursing/Emergency Department | Nick Walker | 5 min | 0 restraints 5 PRBC with no reactions 0 code blue | |
| B. Radiology | Pam Esparza | 2 min | 1 film repeated. | artifact. Removed and repeated with no issue |
| C. Laboratory | Tonya Bowan | 8 min | 34 rejected labs 12/6 - dimension down due to HM drain, waste tubing being replaced. 12/11 - dimension down due to Vessel Feeder issue. Kicker sensor and OPTO/Detector replaced 12/18 - HM wash probe replaced | QC not run on 12/20, 12/21, 12/22 on Cog Analyzer. No patients were run on these days, but manufacture requires QC to be run daily. Lab in-service on coag machine 1/6/25. |
| D. Respiratory Care | Heather Larson | 2 min | 32 neb changes for the month 0 vent days | |
| E. Therapy | Chrissy Smith | 2 min | Nov 2024 Pt with assistive needs – 14 Total sessions for the month; 103 -PT 85 -OT 1 -ST Improved Standard Assessment Scores: | Nov – PTA/OTA/SPL - BLS renewal |

**Mangum Regional Medical Center
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| | | | | |
|-------------------------|---------------|--------------|---|--|
| | | | <p>5 - PT 4 - OT 2 - ST</p> <p>Dec 2024 Pt with assistive needs – 16</p> <p>Total sessions for the month; 105 -PT 79-OT 6 -ST Improved Standard Assessment Scores: 9 - PT 9 - OT 1- ST</p> | |
| F. Materials Management | Brittany Gray | 2 min | <p>Nov 2024 2 back orders (electrodes/bacteria filter), 0 late orders, 0 recalls</p> <p>Dec 2024 3 back orders (electrodes, syringe caps, skin stapler), 0 late orders, 0 recalls</p> | <p>Nov 2024 Removal of inactive items from the item master, waiting on list of chargeable v. non-chargeable items</p> <p>All dept aside from ER/Nursing will submit reqs. For needed items</p> <p>Dec 2024 Removal of inactive items from the item master, waiting on list of chargeable v. non-chargeable items, D. Cooper is now working on this project</p> <p>Nursing will start submitting reqs for room 18/IV cart/Er starting on 1/13/25.</p> <p>New MM will start on 1/13/25</p> |

**Mangum Regional Medical Center
Quality and Patient Safety Committee Meeting
Agenda for Jan 2025 and Meeting Minutes for Jan 2025**

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| | | | | Physical inventory for CS started/completed on 12/26/24 & 12/27/24, adjustments made within CPSI as needed and everything sent to finance on 1/3/25 |
| G. Business Office | Dannille Cooper | 2 min | <p>Nov 2024 99% - HIPPA/Ins Card/Consent 98% - DL</p> <p>Dec 2024 99% - HIPPA/Complete Reg Packet/Ins Card/Consent 98% - DL</p> | <p>Nov 2024 1 BO missed 3 consents for OP services 2 pm nurses missed Ins card 2 pm nurses missed DL and 1 pm nurse missed 2 DL</p> <p>Dec 2024 All ER after hours; 1 pm nurse – DL/ins 1 pm nurse – consent 1 wkend am – DL/Ins/Consent 1 wkend am – DL/ins 1 wkend am – DL 1 wkend pm – DL</p> <p>Discussed with BOM to monitor for trends with staff and routine notification of missed info to CNO</p> |
| H. Human Resources | Bethany Moore | 2 min | <p>1 background checks completed for new employees this month</p> <p>BLS 94% - CNA with expired cert, provider out with family emergency cert expired while they were out</p> | CNA scheduled for renewal course and provider will renew before returning to work |
| I. Environmental Services | Mark Chapman | 2 min | 100% terminal room cleans | |
| J. Facility/Plant Operations | Mark Chapman | 2 min | <p>24 extinguishers checked</p> <p>5 boiler checks</p> | Bearings out in lobby air handler motor, replaced 12/26/24 |

**Mangum Regional Medical Center
Quality and Patient Safety Committee Meeting
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|---|------------------|----------------------|--|------------------------------|
| | | | 1 generator/transfer switch inspection | |
| K. Dietary | Treva Durr | 2 min | 100% on all logs for the month | |
| L. Information Technology | Desirae Galmore | 2 min | Data reviewed | |
| IV. OLD BUSINESS | | | | |
| V. NEW BUSINESS | | | | |
| Agenda Item | Presenter | Time Allotted | Discussion/Conclusions | Decision/Action Items |
| A. New Business | QM | 2 min | See Policy Information Below | |
| VI. QUALITY ASSURANCE/PERFORMANCE IMPROVEMENT DASHBOARD REPORT | | | | |
| Agenda Item | Presenter | Time Allotted | Discussion/Conclusions | Decision/Action Items |
| A. Volume & Utilization | CM | 5 min | <p>AMA - 4 3 ER/1 in-pt;</p> <p>1 ER -pt unable to see PCP for med refill so pt reported to the ER, no emergent need reported or assessed only needing a routine med refill. The provider offered x1 dosage of medication in the ER but pt would have to have driver present prior to administration. Pt agreeable, while waiting on driver pt requested the med be given. The nurse reminded pt that the driver has to be present per provider orders, pt became upset and left the ER. Staff were not able to discuss r/b or obtain AMA signature.</p> <p>2 ER - pt to the er for C/O Pt received treatment and tolerating clear liquid diet well, pt did not want to be in the hospital</p> | No trend noted |

**Mangum Regional Medical Center
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| | | | <p>for Christmas and wanted to go home. Pt was advised to stay for further tx however they remained adamant to go home, R/B discussed as well as the need to return to ER for worsening symptoms. AMA signed.</p> <p>3 ER - Pt to the ER for c/o, placed on ABT by PCP days prior but reports worsening symptoms. The treatment given and pt report felt better, however HR elevated, and provider wanted pt to stay. Pt aware of elevated HR and does not want to stay anylonger, R/B discussed as well as need to return to ED for worsening symptoms. AMA signed.</p> <p>1 in-pt - Pt admitted for SWB services from another acute care facility for therapy services, doing well with diet and therapy services/progressing well. Expressed desire to go home, provider not agreeable to d/c at this time. Pt opted to leave AMA. R/B discussed with pt, as well as returning to ER as needed. AMA signed.</p> | |
| B. Case Management | CM | 8 min | <p>5 re-admits for the month</p> <p>1.) Pt admitted for initial c/o. Patient discharged to home and readmitted with same dx d/t noncompliance when returning home after previous admission. Patient discharged to home. Education regarding compliance reviewed with patient prior to discharge.</p> | |

**Mangum Regional Medical Center
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| | | | <p>2) Patient admitted with primary dx and transferred to HLOC. Patient readmitted with same dx and discharged to home with home oxygen rx provided to DME.</p> <p>3) Patient admitted with primary dx and discharged to home with self-care. Patient readmitted later with differing dx.</p> <p>4) Patient admitted with primary dx. Patient discharged to home pending further outpatient testing. Patient readmitted with initial primary dx and a secondary dx.</p> <p>5) Patient admitted with primary dx. Patient discharged to home per patient request. Patient readmitted with primary dx. Patient discharged to home with family and HH of choice.</p> | |
| C. Risk Management | QM | 10 min | <p>0 complaint</p> <p>0 grievance</p> <p>Falls – Fall without injury – 1; in-pt fell forward from BSC while staff present. Post fall precautions – staff will always remain directly at patient side during BSC use</p> <p>Mortality - 2</p> | |

**Mangum Regional Medical Center
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|----------------------------------|----------|--------------|--|---|
| | | | <p>1.) inpt admitted to in-pt services via the ER, during the course pt continued to decline with discussions of hospice services/comfort care. Pt DNR with comfort measures, pt expired while inpt.</p> <p>2.) Inpt admitted to in-pt services for primary dx, pt also had other significant medical dx. Over the course of hospitalization pt continued to decline, with worsening symptoms related to poor intake and AKI. Family agreeable to comfort measures, Pt was DNR and expired while inpt.</p> | |
| D. Nursing | CCO | 2 min | Post pain assessment, 1 PO and 7 IV, administration(s) not completed. ER missed 1 PO and 3 IV reassessments. The Floor missed 4 IV reassessments. Trend noted with 2 ER nurses and 1 floor nurse. | Charge nurse continues to ensure that all nurses f/u with pain reassessments. Will continue to remind nursing staff to reassess patients. CCO to meet 1:1 with each nurse to provide education. |
| E. Emergency Department | CCO/QM | 5 min | ER readmits - 10 | |
| F. Pharmacy & Therapeutics (P&T) | Pharmacy | 2 min | <p>Next P&T – 2025</p> <p>After hours access - 71</p> <p>ADR - 0</p> <p>Med errors – 3</p> <p>1) The patient was receiving continuous IV infusion and was being disconnected due to wanting to frequently walk and shower. IV med should be infused for no more</p> | <p>Med Errors</p> <p>1) The nurses involved were educated on the need to check IV fluids at shift change. This education was also passed on to all nursing staff during the monthly nurse meeting.</p> <p>2) The nurse stated that she missed the medication entirely. Educated the nurse to review the EMAR carefully to ensure all medications are properly administered.</p> |

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| | | | <p>than 24 hours per bag, but due to the intermittent delays, more volume was present and a new bag was not scanned for 36 hours.</p> <p>2) Ordered med was not given to a patient at 0400.</p> <p>3) Ordered med was to be given at 1400 but was not scanned in the EMAR.</p> | <p>3) The nurse did not recall missing the medication and there were no indications that it should be held. The nurse did not pull the medication from the Meddispense so it was not a scanning issue. The nurse was educated on the need to carefully review the EMAR to ensure that all medications are properly administered.</p> |
| G. Respiratory Care | RT | 2 min | 100% on chart checks | |
| H. Wound Care | WC | 2 min | No in-pt wound development for the reporting period | |
| I. Radiology | RAD | 2 min | <p>2 - delays in reads (1CT/1 x-ray) Tech called multiple times to check on the status of exams</p> | DIA has implemented a new protocol, including a Priority status for exams to help streamline exam reads, thus far there has been improvement in turnaround time |
| J. Laboratory | LAB | 5 min | <p>Lab turnaround time – 87%, delays due to short staff (1 tech)</p> <p>No blood culture contaminations</p> | |
| K. Infection Control/Employee Health | IC/EH | 5 min | NO CAUTIs/CLASBIs/MRDOs/Cdiff | |
| L. Health Information Management (HIM) | HIM | 2 min | <p>H&Ps – 100%</p> <p>D/C Summary; 1 DC summary w/i 72 hrs/1 ED d/c note not completed</p> <p>Progress Note – 1 in-pt progress note</p> | Providers notified of missing notes |
| M. Dietary | Dietary | 2 min | 98% on PPM bucket sanitizer – 1 day temps were missed for 2 meals | DM educated dietary staff on proper temp monitoring |
| N. Therapy | Therapy | 2 min | Nov 2024/Dec 2024 - 100% | |

**Mangum Regional Medical Center
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| | | | | |
|---------------------------|---------|-------|---|---|
| O. Human Resources (HR) | HR | 2 min | 90-day competency - 100% Annual education – 100% | |
| P. Business Office | BOM | 2 min | Nov 2024 Cost Shares Nov – 91% Cost Shares Dec – 100% | Nov – 4 BO staff missed out-pt cost share, trend noted |
| Q. Environmental Services | EVS | 2 min | 10/10 on room cleans | |
| R. Materials Management | MM | 2 min | Nov 2024 Requisitions – 100% Dec 2024 Requisitions –100% | |
| S. Life Safety | PO | 2 min | 100% | |
| T. Emergency Preparedness | EP | 2 min | 2 employees oriented | |
| U. Information Technology | IT | 2 min | Data reviewed | Pixsi go live Jan 2025 |
| V. Outpatient Services | Therapy | 2 min | Data tool being added to workbook | Email out to creator regarding this still not on workbook |
| W. Strong Minds | N/A | N/A | N/A | |

VII. POLICIES & PROCEDURES

| Agenda Item | Presenter | Time Allotted | Discussion/Conclusions | Decision/Action Items |
|------------------------------|-----------|---------------|--|--|
| A. Review and <i>Approve</i> | QM | 10 min | <ol style="list-style-type: none"> 1. Code Blue Record Form 2. 2025 HVA 3. 2024 SRA 4. 2024 SAFER Guides | <ol style="list-style-type: none"> 1. Code Blue Form – no vote! First – Kelley, Second Nick 2-11. First approval – Kelley Second approval – Tonya |

**Mangum Regional Medical Center
Quality and Patient Safety Committee Meeting
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| | | | | |
|--|--|--|--|--|
| | | | <ul style="list-style-type: none"> 5. Secure Messaging Policy 6. Self-Administered Drug Policy 7. Pain Screening, Assessment and Management Policy 8. Consent/Declination for Blood & Blood Products 9. Patient Post-Fall Review Form 10. Blood Product Administration Policy 11. Emergency Release of Blood Policy | |
|--|--|--|--|--|

VIII. PERFORMANCE IMPROVEMENT PROJECTS

IX. OTHER

X. ADJOURNMENT

| Agenda Item | Presenter | Time Allotted | Discussion/Conclusions | Decision/Action Items |
|----------------|-----------|---------------|--|-----------------------|
| A. Adjournment | QM | 1 min | There being no further business, meeting adjourned at 1439 by Chasity seconded by Brittany | |

MEMBERS & INVITED GUESTS

| | | | | |
|-----------------------|-----------------|----------------|--------------|-------------|
| Voting MEMBERS | | | | |
| Kelley Martinez | Nick Walker | Carlos Mendoza | Lynda James | Treva Derr |
| Chasity Howell | Jennifer Dreyer | Desirae Galmor | Meghan Smith | Pam Esparza |

**Mangum Regional Medical Center
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| | | | | |
|---------------------------|--------------------------|---------------------------------------|---|--------------------------------------|
| Brittany Gray | Tonya Bowen | | Kaye Hamilton (teams) | Dr G (teams) |
| Dianne (teams) | Chrissy Smith | Mark Chapman <input type="checkbox"/> | Waylon Wigington <input type="checkbox"/> | Zach Powell <input type="checkbox"/> |
| Non-Voting MEMBERS | | | | |
| Denise Jackson | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |



Chief Clinical Officer Report January 2025

Patient Care

- MRMC Education included:
 1. Nursing documentation updates are communicated to nursing staff weekly.
 2. Nurse meeting scheduled for 02/12/2025.
 3. Pyxis is now live with great support from our nurses, Pharmacy, Cohesive IT, and BD Pyxis.
- MRMC Emergency Department reports that there are 0 patients Left Without Being Seen (LWBS).
- MRMC Laboratory reports 0 contaminated blood culture set(s).
- MRMC Infection Prevention reports 0 CAUTI.
- MRMC Infection Prevention report 0 CLABSI.
- MRMC Infection Prevention reports 3 HAI and 0 MDRO for the month of January 2025.

Client Service

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

| Mangum Regional Medical Center | | | | | | | | | | | | |
|--------------------------------|------|-----|-----|-------|-----|------|------|-----|------|-----|-----|-----|
| Monthly Census Comparison | | | | | | | | | | | | |
| | Jan | Feb | Mar | April | May | June | July | Aug | Sept | Oct | Nov | Dec |
| Inpatient | 42 | | | | | | | | | | | |
| Swing Bed | 20 | | | | | | | | | | | |
| Observation | 1 | | | | | | | | | | | |
| Emergency Room | 146 | | | | | | | | | | | |
| Lab Completed | 2343 | | | | | | | | | | | |
| Rad Completed | 178 | | | | | | | | | | | |
| Ventilator Days | 0 | | | | | | | | | | | |

Preserve Rural Jobs and Culture Development

- MRMC continues to recruit for 2 PM RN-House Supervisor positions.
- Patients continue to voice their praise and appreciation for the care received at MRMC. We continue to strive for excellence and improving patient/community relations.



Chief Executive Officer Report January 2025

Operations Overview

- Patient rounds continue to provide positive feedback from our patients.
- Our census was back up for the Month of January
- Flu and Covid numbers continue to increase in Mangum and the State.
- As you all know, the roof project is ongoing we are getting closer and will be working with an architect for plans and to send out the BID packets.
- The Strong Mind Nurse Practitioner has started for the Cohesive. She is training in the month of January with other facility counselors, and we are hoping to get our program in March we were aiming for February, but some obstacles did not allow that to happen.
- Room remodeling is ongoing.
- We continue to await our award letter from ODOT for our grant.
- We continue to work with the clinic to improve patient census at the clinic.
- Looking at clinic collections for January we collected a total of \$1,068.36 up from \$563.96 at time of service.
- In the Month of January, the hospital had total patient payments of \$8,501.86.



One Cherokee Mills
2220 Sutherland Avenue
Knoxville, TN 37919
(865) 673-0844 | pyapc.com

February 14, 2025

Mr. Carson VanZant
Chairperson of the Board
Mangum Regional Memorial Hospital
1 Wickersham Dr.
Mangum, OK 73554

Dennis Boyd, CPA, CFO
Cohesive Healthcare Management and Consulting
43155 45th Street
Shawnee, OK 74804

Dear Mr. VanZant and Mr. Boyd:

PYA, P.C. (PYA) is pleased to submit this engagement letter (Engagement Letter) to Cohesive Healthcare Management & Consulting (CHMC) specifically related to Medicare cost report preparation (Services) for Mangum Regional Medical Center (MRMC) (PYA, CHMC, and MRMC are collectively the Parties and singularly the Party). We appreciate the opportunity to serve CHMC and MRMC again this year with its cost reporting needs.

OUR APPROACH TO SERVING YOU

STEP 1: DATA ACCESS AND REPRESENTATION

To initiate the project, we will meet with CHMC and MRMC to finalize the specific scope and establish information and communication protocols. Specific action items include, but are not limited to:

- Establish secure protocol for transfer of requested information in both directions.
- Annually obtain “access” to download PS&R information and upload completed costs reports in MCR_eF system.
- Develop current year information requests based on work paper review.
- Validate current year information for cost reporting sufficiency as basis for completing a compliant cost report for electronic submission to the MAC.

STEP 2: COMPARATIVE ANALYSIS

We will use comparative analysis and other tools to complete the current year cost reports. PYA will also identify and discuss any key reimbursement issues impacting the current year and prior year cost reports with CHMC and MRMC’s personnel. PYA will not and is not expected to perform detailed or analytical procedures necessary to verify information derived from source documents such as the general ledger, statistical summaries, or PS&R reports to ensure compliance or accuracy of individual accounting or billing transactions.

Mr. Carson VanZant, Mangum Regional Medical Center
Dennis Boyd, CPA, CFO, Cohesive Healthcare Management and Consulting
February 14, 2025
Page 2

PYA will perform high level analytics on key reimbursement drivers including:

- Prior audit adjustments and identified non-allowable costs for impact on current year reporting and results.
- Settlement Data characteristics including charge matching and payment reconciliations.

STEP 3: DELIVERABLES AND TIMELINE

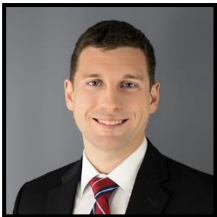
From the information provided by CHMC and MRMC, PYA will prepare automated CMS Forms 2552-10 and a comprehensive set of workpapers supporting amounts included in the filed cost reports. After discussion with CHMC and MRMC management and internal cost report acceptance, final deliverables will include ECR files and electronic copies of the Medicare and Medicaid cost reports. As MRMC operates on a fiscal year (FY) ending December 31, 2024, the Medicare and Medicaid cost reports are required to be filed no later than May 31, 2025. Once PYA is engaged to complete the cost reports, the estimated timeline to complete the FY 2024 Medicare cost report would be:

PROPOSED PROJECT TIMELINE

| Engagement Step | Current Due Date |
|---|-----------------------------------|
| Prepare and deliver request for information | Week of April 8, 2025 |
| Weekly progress meetings | Beginning April 14, 2025 |
| Upload current year work papers | On-going beginning April 21, 2025 |
| Field work (cost report preparation) | Week of April 28, 2025 |
| Draft cost report to MRMC | Week of May 12, 2025 |
| Cost Report Due Date | May 31, 2025 |

PROJECT TEAM

PYA will assign an experienced, dedicated team to serve MRMC and CHMC.



Matt Stuart – Principal – Audit & Assurance Services

Matt is a leader who conducts financial statement audits for numerous organizations, including hospitals and other healthcare providers, foundations, and not-for-profit organizations. He is experienced in performing employee benefit plan audits as well and assists clients with the design and implementation of new internal control policies and procedures. Matt is a thought leader who frequently presents on audit and accounting topics.



Casey S. Wilburn – Manager, Project Manager/Primary Point of Contact

Casey assists acute care hospitals, skilled nursing facilities, and clinics with reviews, cost reporting, and Certificate of Need preparation. He has significant experience in analyzing Medicare reimbursement regulations and in providing litigation support for Medicare and Medicaid compensation. Casey earned a Bachelor of Arts from the University of Dayton and a Master of Healthcare Administration from Xavier University. He is a member of the Healthcare Financial Management Association.

PROPOSED FEES

PYA appreciates the opportunity to develop a long term and collaborative relationship with MRMC while also supporting the value CHMC brings to its facilities. We are confident that you will experience the value that our Firm will bring to your organization.

| Service | Estimated Fees |
|------------------------------|---|
| FY 2024 Medicare Cost Report | \$19,600 - \$22,700 (Not to exceed \$22,700) |
| FY 2025 Interim Rate Review | \$3,500 - \$4,000 |
| FY 2025 Medicare Cost Report | \$20,200 - \$23,400 (Not to exceed \$23,400) |

PYA will discuss with CHMC and MRMC the fee structures for the following cost report years.

To maximize value for each client, PYA reviews the technology and resources needed for each engagement. Based upon that review, we assess a resource and technology fee representing only those costs we deem necessary for the scope of the engagement. This allows PYA to provide professional services at rates that are not artificially inflated by the high, and rising, costs of technology, information security, and other resource needs. Typically, these fees range from 4% to 9% of the project's professional fee budget.

After assessing the scope of the services to be provided, and the resources needed to provide the necessary information, a 4% technical and resource fee will be added to the professional fees quoted above. This fee will be billed monthly, based on invoiced professional fees.

The fees and terms reflected in this engagement letter are based on the premise that all information and analysis requested from CHMC and MRMC will be completed and available in a timely manner. We will be relying upon CHMC and MRMC personnel to prepare the supporting workpapers used in this engagement. Additionally, if analytical or informational schedules requested by PYA from CHMC and MRMC's financial staff are not complete or available in a timely manner, thus inadvertently expanding the scope of PYA's responsibilities, our fees may be increased to reflect the additional time associated with completing these tasks.

Should the scope of our services change or be expanded during the course of this engagement, we will contact the designated representative to discuss the nature of the change of services, the potential impact on professional fees, and to seek appropriate authorization before proceeding.

Mr. Carson VanZant, Mangum Regional Medical Center
Dennis Boyd, CPA, CFO, Cohesive Healthcare Management and Consulting
February 14, 2025
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CONCLUSION

We look forward to assisting CHMC and MRMC with these important initiatives. If you agree with the terms set forth in this Engagement Letter and accompanying general business terms (collectively, the Agreement), please indicate your acknowledgement by signing and returning an executed copy of this letter. If you have any questions or require additional information, please contact Casey Wilburn at cwilburn@pyapc.com or at (865) 673-0844.

Respectfully,

PYA, P.C.

PYA, P.C.

Sent via email only: dboyd@chmcok.com

Acknowledged and Accepted on Behalf of Mangum Regional Medical Center:

By: _____ Title: _____
(Signature)
Name: _____ Date: _____
(Please Print)

Acknowledged and Accepted on Behalf of Cohesive Healthcare Management and Consulting:

By: _____ Title: _____
(Signature)
Name: _____ Date: _____
(Please Print)



GENERAL BUSINESS TERMS

ENTIRE AGREEMENT; AMENDMENT. The Engagement Letter and the General Business Terms between PYA and CHMC and MRMC constitutes the entire agreement between the Parties with respect to the subject matter and supersede any prior agreements or communications between the Parties, whether written or oral, relating to the subject matter. This Agreement may only be amended or modified if in writing and signed by a duly authorized representative of each Party.

TERM; TERMINATION. This Agreement shall be effective upon signing by all Parties and shall terminate upon completion of the Services. Any Party may terminate this Agreement for any reason upon thirty (30) days written notice to the other Parties. In the event of MRMC failure to pay fees in violation of this Agreement, PYA shall also have the right to immediately suspend performance of Services without any liability until PYA receives payment in full.

MANAGEMENT RESPONSIBILITY. CHMC and MRMC understand that PYA will not be making any management decisions or performing in a management role. CHMC and MRMC are solely responsible for management decisions and functions; for designating an individual with suitable skill, knowledge, or experience to oversee the Services PYA provides, and for evaluating the adequacy of those Services. CHMC and MRMC acknowledge and agree that all Services provided by PYA pursuant to this Agreement shall consist solely of assistance, recommendations, suggestions, and input presented to CHMC and MRMC for and subject to CHMC's and MRMC's sole consideration, review, approval, and implementation.

FEES AND EXPENSES. PYA's fees and expenses, as outlined in the Engagement Letter, will be invoiced and billed as a fixed fee to MRMC, with a copy to CHMC, as the project progresses and are due upon receipt of the invoice. Fees for any additional services that may be required on CHMC's and MRMC's behalf including, but not limited to additional services not outlined in the Engagement Letter, consulting services, meeting with or responding to third parties, responding to a subpoena, or explaining PYA's Deliverable to any regulatory body or in any investigation to a judge, jury, or any other trier of fact as convened in any judicial matter will be billed in addition to the professional fees outlined in this Agreement and at PYA's then standard professional billing rates.

If, for any reason, this Agreement is terminated prior to its completion, then PYA's fees shall be the amount of time incurred as of the date of termination plus any out-of-pocket expenses incurred as of that date. For balances more than 30 days past due, PYA may charge you, and you agree to pay, a late charge of the balance's interest equal to the lesser of 1% per month or the maximum amount allowed by law as of the effective date of the engagement.

LIMITATIONS. The Parties acknowledge and agree that any and all Deliverable(s) are for the sole use and benefit of the Parties pursuant to the terms of this Agreement and shall not and should not be used, published, disclosed to, shared with, or relied upon by any other party, person, entity, or governmental authority, or used for any other purpose, without PYA's prior express written consent. In the event PYA provides prior express written consent for the disclosure of any and all of its Deliverable(s), PYA reserves the right to place specific limitations and conditions related to



any such disclosure or to revise, amend, or modify any Deliverable consistent with the Parties' intended disclosure to any third-party, person, entity, or governmental authority. PYA shall not have or assume any responsibility to any other parties, persons, entities, or governmental authority, and PYA shall have no liability or responsibility with respect to PYA's Deliverable or for any unauthorized use of its Deliverable.

LIMITATIONS ON ORAL AND E-MAIL COMMUNICATIONS AND DRAFT DELIVERABLES. PYA may discuss with CHMC and MRMC PYA's views regarding the treatment of certain items or decisions CHMC and MRMC may encounter. PYA may also provide CHMC and MRMC with information in an e-mail, including draft Deliverables. Any advice or information delivered orally or in an e-mail (except for final Deliverables), will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect PYA's analysis and conclusions. CHMC and MRMC accept all responsibility, except to the extent caused by PYA's gross negligence or willful misconduct, for any liability resulting from CHMC's and MRMC's decision to rely upon any oral or e-mail communication or draft Deliverables.

LIMITATION OF LIABILITY; INDEMNIFICATION. Except to the extent adjudicated to have resulted from PYA's fraudulent or willful misconduct, PYA's maximum liability to CHMC and MRMC for any reason relating to the Services under this Agreement shall be limited to the fees paid to PYA for the Services giving rise to liability.

To the maximum extent permitted by applicable law, CHMC and MRMC will indemnify, defend, and hold harmless PYA and its shareholders, principals, employees, and contractors from and against any and all claims, demands, causes of action, suits, investigations, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and alternative dispute resolution costs) asserted by any third-party or governmental entity related to or arising out of any and all Services under this Agreement.

In no event shall PYA be liable for consequential, special, incidental, indirect, exemplary, or punitive loss, damage, or expenses even if PYA has been advised of the possibility of such damages.

DISCLAIMER OF LEGAL ADVICE. PYA's Services under the Agreement do not constitute legal advice, and CHMC and MRMC agree to not rely on PYA for any legal advice.

GOVERNING LAW; DISPUTE RESOLUTION. This Agreement and any and all claims, disputes or other matters in question between PYA and CHMC and MRMC arising out of or relating to the Services or this Agreement, shall be governed by the laws of the State of Tennessee without regard to its conflict of laws provision. Any action filed by PYA to collect unpaid fees and expenses shall be filed in the state courts of competent jurisdiction in Tennessee, in which case PYA shall be entitled to recover its reasonable attorneys' fees, costs, and expenses. The Parties agree that any other controversy or claim arising out of or relating to the Services or this Agreement shall be submitted first to voluntary mediation in Tennessee, and if mediation is not successful,



then to binding arbitration in Tennessee. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

TIMING FOR DISPUTES. CHMC and MRMC agree that any claim by CHMC and MRMC arising out of this Agreement shall be commenced within one (1) year from the date of completion of any Services provided for under this Agreement regardless of any longer period of time for commencing such claim as may be set by law. Notwithstanding the foregoing, PYA may file a civil action to collect any of its past due invoices and expenses at any time within the statutory period of time provided for commencing such action, and the applicable savings statute shall also apply to such action when applicable.

ASSIGNMENT. This Agreement may not be assigned, in whole or in part, without the prior written consent of each Party.

WAIVER. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision of this Agreement.

SEVERABILITY. In the event any part or parts of the Agreement are held to be unenforceable, the remainder of the Agreement will continue in full force and effect.

SURVIVAL. Following the termination of this Agreement, any and all provisions set forth herein which, by their very nature, are intended to survive any expiration or termination hereof, shall so survive, including without limitation, the provisions respecting indemnification, limitations on liability, and accrued payment obligations.

NOTICES. Any notice or demand to be given or delivered to any Party pursuant to this Agreement shall be given in writing and mailed by certified mail, return receipt requested, postage fully prepaid to the authorized representative for each Party as listed below, and shall be effective on the date of receipt.

If to PYA:

PYA, P.C.

2220 Sutherland Avenue

Knoxville, TN 37919

Attention: David W. McMillan with a copy to PYA Legal

If to CHMC and MRMC: To the individual(s) identified in the Engagement Letter.

RECORD RETENTION. Except as may otherwise be agreed to in writing by PYA and CHMC and MRMC, PYA shall use reasonable commercial efforts to preserve all information pertaining to the Services in accordance with PYA's internal Record Retention Policy. In no event is PYA responsible for retaining or storing any documents, reports, e-mails, electronic files, or other materials related to this Agreement on behalf of CHMC and MRMC.

Hospital Vendor Contract Summary Sheet

1. Existing Vendor New Vendor
2. **Name of Contract:** PYA, P.C.
3. **Contract Parties:** MRMC/PYA
4. **Contract Type Services:** Cost Report
5. **Impacted Hospital Departments:** Hospital Financials
6. **Contract Summary:** This is an agreement between MRMC and PYA for the 2024 cost report preparation. This agreement allows PYA to access MRMC PS&R data. It also states cost report will be filed no later than May 31, 2025
7. **Cost:** \$19,600-\$22,700 not to exceed \$22,700
8. **Prior Cost:** \$22,000.00
9. **Term:** One year
- 10.
11. **Termination Clause:** 30-day termination
12. **Other:**

Hospital Vendor Contract Summary Sheet

1. Existing Vendor New Vendor
2. **Name of Contract:** Continental Casualty Company
3. **Contract Parties:** MRMC/Continental Casualty Company
4. **Contract Type Services:** Service Agreement
5. **Impacted Hospital Departments:** Hospital
6. **Contract Summary:** Under this agreement Continental Casualty Company provides Mangum Regional Medical Center Directors and Officers and Entity Liability Insurance. This insurance provides coverage of personal assets of those who manage the company.
7. **Cost:** \$11,113/year
8. **Prior Cost:** \$11,021/year
9. **Term:** 1-year
10. **Termination Clause:** None
11. **Other:**



3817 NW Expressway Street, Suite 7
Oklahoma City, OK 73112

Item 10.

Applicant:

Mangum City Hospital Authority
1 WICKERSHAM Dr.,
MANGUM, OK 73554-9117
CNA Customer Number 0136109561

Producer:

INSURICA INSURANCE SERVICES LLC
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 X

| Coverage Part | Limit of Liability | Retention | Pending or Prior Date | Annual Premium | Policy Premium |
|--|--------------------|-----------|-----------------------|-----------------|-----------------|
| Directors and Officers and Entity Liability | \$1,000,000 | \$25,000 | 06/30/2017 | 7,719 | 7,719 |
| Side A Additional Limit | \$1,000,000 | | | | |
| Demand Response Costs Sublimit | \$250,000 | | | | |
| Crisis Event Expenses Sublimit | \$25,000 | | | | |
| 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 | 06/30/2017 | 3,394 | 3,394 |
| TOTAL PREMIUM FOR COVERAGE PARTS* | | | | \$11,113 | \$11,113 |

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

Surcharges/Taxes: **NONE**

ENDORSEMENTS:

| Endorsement Name | Endorsement Number | Ed. Date | Coverage Part |
|---|--------------------|----------|---------------|
| Amend Exclusion D Endorsement | CNA107359XX | 11-2023 | D&O |
| Jobs Act Exclusion Endorsement | CNA92966XX | 01-2019 | D&O |
| Cap On Losses From Certified Acts of Terrorism Endorsement | CNA92970XX | 01-2019 | D&O |
| Opioid Exclusion Endorsement | CNA93248XX | 10-2019 | D&O |
| Separate Retention for Claims Brought by Health Care Provider Endorsement | CNA92993XX | 10-2021 | EPL |
| Opioid Exclusion Endorsement | CNA93248XX | 10-2019 | EPL |
| Biometrics Privacy Exclusion Endorsement | CNA96392XX | 06-2020 | EPL |
| Healthcare Endorsement (Sublimited Regulatory Claim Coverage) | CNA92969XX | 09-2020 | GTC |



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| Endorsement Name | Endorsement Number | Ed. Date | Coverage Part |
|--|--------------------|----------|---------------|
| Amendatory Endorsement - Oklahoma | CNA93281OK | 03-2019 | GTC |
| Conditional Renewal Endorsement - Oklahoma | CNA93315OK | 03-2019 | GTC |



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EXTENDED REPORTING PERIOD

Period
1 Year

Premium
100% of Policy Premium



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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.

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POLICYHOLDER NOTICE - COUNTRYWIDE**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 reauthorization 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 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.

SPECIMEN

| | |
|---|-----------------------------------|
| Form No: CNA81758XX (01-2021) | Policy No: 6052521241 |
| Policyholder Notice; Page: 2 of 2 | Policy Effective Date: 05/01/2025 |
| Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606 Policy Page: 7 of 49 | |

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.

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 have 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**.

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.

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.

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.

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

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.

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

| | |
|--|-----------------------------------|
| Form No: CNA92840XX (01-2019) | Policy No: 6052521241 |
| Policy Conditions; Page: 7 of 7 | Policy Effective Date: 05/01/2025 |
| Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606 Policy Page: 14 of 49 | |

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**.

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;
- (ii) 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
- (iii) 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.

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**.

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).

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.

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.

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.

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.

AMEND EXCLUSION D ENDORSEMENT

In consideration of the premium, Exclusion D set forth in Section IV, Coverage Part Exclusions, of the Directors and Officers and Entity Liability Coverage Part is deleted and replaced with the following:

- D. brought by, or on behalf of, any **insured** in any capacity against any **insured**, or an **outside entity** against any "outside entity executive" in his/her capacity as such for such **outside entity**, unless such **claim** is:
 - (i) a **securityholder derivative suit** or a derivative action brought on behalf of an **outside entity** against an "outside entity executive" 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.

For the purpose of this exclusion "outside entity executive" means an **executive** as defined in subparagraph (iv) of the definition of **executive**.

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 Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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| Form No: CNA107359XX (11-2023) | Endorsement Expiration Date: | Policy No: 6052521241 |
| Endorsement Effective Date: | | Policy Effective Date: 05/01/2025 |
| Endorsement No: ; Page: 1 of 1 | | Policy Page: 24 of 49 |
| Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606 | | |

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 Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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| Form No: CNA92966XX (01-2019) | Endorsement Expiration Date: | Policy No: 6052521241 |
| Endorsement Effective Date: | | Policy Effective Date: 05/01/2025 |
| Endorsement No: ; Page: 1 of 1 | | Policy Page: 25 of 49 |
| Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606 | | |

**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 Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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| Form No: CNA92970XX (01-2019) | Endorsement Expiration Date: | Policy No: 6052521241 |
| Endorsement Effective Date: | | Policy Effective Date: 05/01/2025 |
| Endorsement No: ; Page: 1 of 1 | | Policy Page: 26 of 49 |
| Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606 | | |

OPIOID EXCLUSION ENDORSEMENT

In consideration of the premium, solely with respect to the Directors and 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 Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CNA93248XX (10-2019)

Endorsement Effective Date:

Endorsement No: ; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: 6052521241

Policy Effective Date: 05/01/2025

Policy Page: 27 of 49

**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**.

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**.

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| Form No: CNA92844XX (01-2019) Coverage Part; Page: 2 of 7 Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606 Policy Page: 29 of 49 | Policy No: 6052521241 Policy Effective Date: 05/01/2025 |
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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.

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.

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**.

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.

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.

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 Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



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| Form No: CNA92993XX (10-2021) | Endorsement Expiration Date: | Policy No: 6052521241 |
| Endorsement Effective Date: | | Policy Effective Date: 05/01/2025 |
| Endorsement No ; Page: 1 of 1 | | Policy Page: 35 of 49 |
| Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606 | | |

OPIOID EXCLUSION ENDORSEMENT

In consideration of the premium, solely with respect to the Employment Practices and Third Party 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 Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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| Form No: CNA93248XX (10-2019) | Endorsement Expiration Date: | Policy No: 6052521241 |
| Endorsement Effective Date: | | Policy Effective Date: 05/01/2025 |
| Endorsement No: ; Page: 1 of 1 | | Policy Page: 36 of 49 |
| Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606 | | |

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 Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

SPECIAL CLAIM

Form No: CNA96392XX (06-2020)

Endorsement Effective Date:

Endorsement No ; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: 6052521241

Policy Effective Date: 05/01/2025

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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**.

A. 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 detainment of an **insured**; or
- (iii) 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:

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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);

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- (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.

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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**.

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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:

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- 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:

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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 Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

SPECIMEN

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AMENDATORY ENDORSEMENT - OKLAHOMA

In consideration of the premium, Section III, Definitions of the undefined 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 Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

SPECIMEN

Form No: CNA93281OK (03-2019)

Endorsement Effective Date:

Endorsement No ; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

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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 of 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 Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CNA93315OK (03-2019)

Endorsement Effective Date:

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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 provided solely for convenience and CNA disclaims any responsibility with respect thereto. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2013 CNA. All rights reserved.

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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Hospital Vendor Contract Summary Sheet

1. Existing Vendor New Vendor
2. **Name of Contract:** Clean Uniform Company
3. **Contract Parties:** MRMC/Clean Uniform Company
4. **Contract Type Services:** Linen Service Agreement
5. **Impacted Hospital Departments:** Hospital
6. **Contract Summary:** Under this agreement Clean Uniform Company will provide linen services to the hospital, clinic, and ancillary departments. They will do a weekly pick up and drop off.
7. **Cost:** \$1,021.49/week
8. **Prior Cost:** \$2,829.52/ week with Vestis
9. **Term:** 36 Month
10. **Termination Clause:** Can cancel at any time with failure to meet commitment.
11. **Other:** The cost savings is \$7,232.12 monthly

TERMS AND CONDITIONS

Item 11.

- 1. Term. This Agreement shall become effective when signed by Supplier's General Manager. The Initial Term of this Agreement shall commence upon the later of the date when this Agreement is signed by Supplier's General Manager or when Goods or Services are first provided to Customer, and expire 36 consecutive months thereafter. In the event the parties fail to appropriately document this Agreement, Supplier continues to provide services hereunder, the term of this agreement shall be deemed to be automatically extended on a month-to-month basis until terminated by either party in writing or by a prior written notice.
2. Cancellation. Customer may not cancel this Agreement prior to expiration of the then-current term unless there is a material deficiency in the Goods or Services supplied and, in that event, only by first giving Supplier (i) detailed written notice of the claimed deficiency within 10 days of the occurrence of the claimed deficiency, and (ii) a period of 30 days after Supplier's receipt of such notice within which Supplier may cure the claimed deficiency. Any claimed deficiency shall be deemed resolved or waived unless Customer gives written notice to the contrary within 10 days after expiration of said 30-day cure period. Supplier may, at its discretion, cancel this Agreement by written notice to Customer if Customer materially breaches any provision of this Agreement, including, without limit, failing to pay any amount due under this Agreement or refusing Goods or Services.
3. Payment. The Unit Price for Goods and Services are as shown on the front of this Agreement. Customer shall pay flat-rate pricing figured on 100% of the inventory of Goods put in service. Customer's weekly payment obligation shall never be less than 50% of the highest average of the weekly charges incurred during any quarter of service under this Agreement as amended or extended. Payment is valid credit card unless otherwise agreed by Supplier. If Supplier extends credit to Customer, payment terms are net 30, L.P.C. of 1.5%, A.P.R. 18%. Supplier may revoke credit privileges at any time for any reason. Route Service Representatives do not accept payments. The Unit Price for any Goods or Services added during any term of this Agreement shall be at the rate in effect for those Goods or Services at the time added. Unit Prices for Goods and Services do not include charges for, and Customer agrees to pay Supplier's invoices which include, sales tax and processing, emblems, Special Order Goods Charge, inventory maintenance, budget protection, environmental, energy, fuel, nonstandard sizing, minimums, or other similar standard recurring charges. The energy and environmental charges are not a tax or charge from any governmental agency.
4. Rate Adjustments. Supplier shall have the right once annually to automatically increase the Unit Prices and charges then in effect by the amount of the increase in the Consumer Price Index for the previous 12 months or 5%, whichever is greater. Supplier shall also have the right to increase its then-current Unit Prices by more than the annual price increase at any time by notifying Customer in writing (which may be by an invoice reflecting the price increase). Customer may object to such additional price increase by notifying Supplier in writing within 10 days of the first invoice to reflect the increase. If Supplier receives timely notice of the objection, Supplier may either reverse the price increase or cancel this Agreement upon 90 day written notice of cancellation to Customer. If Supplier does not receive timely notice of the objection, Customer shall be bound by the price increase.
5. Unreturned or Damaged Goods. All Goods in stock and/or in service under this Agreement shall remain Supplier's sole property. Customer may return Goods (except Special Order Goods) supplied for persons that Customer no longer employs during the term of this Agreement. Upon expiration or cancellation of this Agreement, Customer shall return all Goods (except Special Order Goods) to Supplier in a good, usable condition (reasonable wear and tear excepted). Customer shall pay Supplier's standard replacement charges in effect at the time of such expiration or cancellation for all Goods that Customer loses, fails to return, or returns in a damaged condition, i.e., abused, torn, burned, acid-eaten, or stained. Budget protection does not cover Goods that Customer fails to return or returns in a damaged condition in conjunction with cancellation or expiration of this Agreement.
6. Special Order Goods. The term "Special Order Goods" means all Goods that are specially manufactured for Customer. Special Order Goods include, but are not limited to, all non-stock Goods and all Goods (including flame-resistant and high visibility garments, mats, and cabinets), with (i) direct embroidery or silk screening; (ii) non-standard style, sizing (e.g., tall or long), color, striping, material, or emblem size and/or placement; and/or (iii) any other non-standard alteration, customization, or personalization (e.g., Customer specific names, emblems, logos, or insignias) that makes the Goods not reusable by Supplier. Customer agrees to pay either a Special Order Goods Charge for all Special Order Goods in service under this Agreement or the replacement charge then in effect for any Special Order Goods that are removed from service for any reason (including expiration or cancellation of this Agreement). Budget protection does not cover Special Order Goods.
7. Remedies. Customer acknowledges that early cancellation of this Agreement will cause Supplier a loss of revenue and profits in amounts that are difficult to estimate accurately. If this Agreement is cancelled for any reason prior to the end of the then current term (except for cancellation by Supplier under Section 4 of this Agreement), Customer shall pay Supplier 50% of the average weekly recurring charges during the 26 weeks preceding such cancellation (or such lesser number of weeks as have actually elapsed during the term, and if service has not commenced, the anticipated initial weekly charges) times the number of weeks remaining in the balance of the term, plus all replacement charges and all other accrued and unpaid charges, as liquidated damages and not as a penalty. The parties acknowledge that such damages are a reasonable forecast of Supplier's actual losses resulting from early cancellation.
8. Venue; Applicable Law. This Agreement shall be governed, interpreted, and enforced according to the laws of the State of Missouri without regard to conflict of laws rules. Customer and Supplier submit to the exclusive jurisdiction of and venue in the Missouri state courts located in the City of St. Louis, Missouri, or the United States District Court for the Eastern District of Missouri for purposes of any suit arising out of or relating to this Agreement. The parties hereby waive trial by jury in any proceeding arising out of or in any way connected to this Agreement. Customer shall pay all attorneys' fees, expert witness fees, and other expenses and costs Supplier incurs in prosecuting or defending any lawsuit arising out of this Agreement or out of Supplier's Goods or Services, or in collecting any amount owed under this Agreement.
9. Assignment. This Agreement is binding upon any successors or assigns of the parties, and the respective parties shall so inform any such successor or assign. Supplier may assign this Agreement without the consent of Customer. On such assignment being made, Supplier is relieved from any liability which may thereafter arise.
10. Disclaimer. Unless otherwise specified in writing, Supplier does not represent or warrant that any Goods supplied under this Agreement are flame-resistant and/or flame-retardant, adequate for Customer's use or intended use, or, regarding visibility garments, adequately visible or conspicuous. Customer acknowledges that the items rented under this Agreement are not designed or intended for use in areas of flammability risk or where contact with ignition sources or hazardous materials is possible. Customer acknowledges that Supplier makes no representation, warranty or covenant regarding the visibility performance of any reflective Goods and that reflective properties may be reduced or ultimately lost through laundering. Customer agrees that Customer has selected the Goods and is responsible for determining their appropriateness and for the safe and proper use of the Goods. Customer represents and warrants and shall ensure that soiled textiles delivered or returned to Supplier contain no free-flowing liquids or hazardous materials harmful to Supplier's employees, equipment, environment, or other business-related assets. Customer agrees to indemnify, hold harmless, and defend Supplier and Supplier's affiliates and each of their officers, directors, shareholder(s), members, employees, agents, or attorneys from and against any claims, damages, liabilities, costs of remediation, or expenses arising out of or associated with Customer's use of or acts or omissions related to the Goods (including, without limit, defective Goods), any obligations arising under an agreement with a third party, or breach of this Agreement by Customer, including, without limit, any breach of a Customer representation or warranty. SUPPLIER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY OF MERCHANTABILITY; WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WARRANTY OF TITLE; OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. Notwithstanding anything in this Agreement to the contrary, in no event will Supplier or Supplier's affiliates or each of their officers, directors, shareholder(s), members, employees, agents, or attorneys be liable to Customer for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including lost profits, loss of use, business interruption damages or loss of opportunity costs), regardless of the form of action, damage claim, liability, costs expense, or loss, whether in contract, statute, tort (including, but not limited to, negligence and strict liability), or otherwise.
11. Notice. The notices required or to be given under this Agreement must be in writing and sent by certified U.S. Mail, return receipt requested.
12. Miscellaneous. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations and oral or written communications or agreements between the parties concerning the subject matter hereof are superseded hereby. This Agreement may not be amended except in writing signed by both Supplier and Customer, provided, however, that any additional Goods or Services which Customer requests orally or in writing as reflected in Supplier's invoices shall be added as additional Goods and Services under this Agreement in the quantity and frequency and at the Unit Prices set forth in such invoice(s). No waiver by Supplier of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Supplier. No failure by Supplier to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. Customer represents and warrants that nothing in this Agreement violates or interferes with Customer's obligations under a contract with any third party.

No Price Increases during 36-month term

Customer

Supplier: Clean Uniform Company

By _____
Customer Authorized Signature

By _____
Supplier Authorized Signature

By _____
Supplier General Manager

Print Name and Title

Print Name and Title

Print Name and Title

Date

Date

Date



The Clean Guarantee

Item 11.

Hassle-free guarantee*

prepared for

Mangum Regional Medical Center

Should Clean fail to meet its commitment to you under our service agreement, then, provided you have given Clean the notice and opportunity to cure required in paragraph 2 of the agreement: you may:

- Elect to cancel your service &
- Receive a full refund for your last month's rental fees &
- We will pay your new supplier's first month's comparable rental fees

General Manager

Date

Customer

Date

*Guarantee not applicable for C.O.D. accounts

Heartland Pathology Consultants, PC

2701 Coltrane Pl. Ste. 3

Edmond, Oklahoma 73034

**Barry M. Rockler, M.D.
Ruth H. Oneson, M.D., M.P.H.
Ricky L. Reaves, M.D.
Sherrita C. Wilson, M.D.
M. Caroline Holmboe, M.D**

Phone: (405) 715-4500

Fax: (405) 715-4519

**AGREEMENT FOR ANATOMIC PATHOLOGY SERVICES
MEDICAL DIRECTORSHIP
MANGUM CITY HOSPITAL AUTHORITY
DBA: MANGUM REGIONAL MEDICAL CENTER
1 WICKERSHAM DRIVE
MANGUM, OK 73554**

Heartland Pathology Consultants, PC (HPC), agrees to provide complete anatomic pathology services (surgical pathology and non-gynecologic cytology) and Medical Directorship to Mangum City Hospital Authority dba Mangum Regional Medical Center

DUTIES OF HPC:

1. Supply the facility with specimen containers and fixative, empty specimen containers, slides, lab request forms and zip lock bags with biohazard label for use on specimens sent to HPC.
2. Auto Fax completed reports to the facility and requesting physician as soon as available.
3. Provide facility with a copy of CLIA Registration, Medicare provider number, CAP certification.
4. Provide pathology consultations regarding HPC anatomic pathology results.
5. Will provide CPT codes on pathology reports.
6. Provide specimen pickup, delivery of supplies and courier service. Pickup service will sign completed specimen chain of custody log sheets when receiving specimen(s) for transport to HPC.
7. Agrees to meet all applicable regulatory standards (CAP, COLA, CLIA, JCAHO, CMS, etc.) as they apply to facility and services contracted to outside vendors.
8. Records maintained by HPC shall be sufficient to enable facility to comply with all governmental and CLIA record keeping and reporting requirements.
9. Monitor and provide feedback for quality issues.

Heartland Pathology Consultants, PC
2701 Coltrane Pl. Ste. 3
Edmond, Oklahoma 73034

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HPC BILLING

1. Provide a monthly invoice including the patient's name, date of service, referring physician, and procedure provided with CPT codes on or before the 10th of each month.
2. The facility agrees to pay the invoice within 30 days of receipt of the said invoice.
3. A service charge of 1.5% per month (18% per year) will be charged to any balance over 30 days.
4. Will bill patients and/or their insurance companies directly for all payers according to insurance guidelines and/or policies for anatomic pathology services provided upon receipt of appropriate billing information from facility.
5. Per CMS Regulations, HPC must bill facility for the Technical Component (TC) of the anatomical pathology services for the following payers: Tricare, Tricare Products, Medicare, Medicare Railroad, Medicare Replacement, Blue Cross and any other payer who contractually chooses to follow CMS guidelines.
6. Request additional billing information from the facility as needed.

DUTIES OF THE HOSPITAL/FACILITY:

1. Hospital/Facility will use HPC exclusively for anatomical pathology and Non-gynecological cytology pathology.
2. Provide appropriate patient demographics, specimen information, clinical history and proper specimen labeling to identify requisition/patient/sample discrepancy.
3. Provide appropriate and complete patient/insurance billing information to HPC with the specimen or in a timely manner.
4. Will stock requisitions and supplies to send specimens to HPC. Request restocking of supplies from HPC as needed.
5. Complete a Chain of Custody log sheet and prepare specimen for courier pick up.

MEDICAL DIRECTORSHIP OF LABORATORY

1. HPC agrees to provide laboratory Medical Directorship services to facility.
2. HPC agrees to bill the facility for these services on the first of each month.
3. The facility agrees to pay the amount of \$ 1050.00 per month for services.
4. The facility agrees to pay the invoice within 30 days of receipt of said invoice.
5. All past due balances are subject to service charge of 1.5% per month.
6. The facility and HPC will operate said services at all times in compliance with federal, state, and local laws, rules and regulations; the policies, rules and regulations of the facility; the Medical Staff bylaws; the applicable standards of CMS and all currently accepted and approved methods and practices of specialty.

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TERMINATION:

1. The above agreement shall be effective from the date of signing and shall renew itself annually.
2. In the event that either party materially breaches any term of this agreement the party may withdraw upon giving thirty (30) days written notice to the other party of its intention to terminate the above agreement.
3. The dissolution or liquidation of either party.
4. Each party recognizes that any breach of confidentiality or misuse of information may result in termination of this agreement. Unauthorized disclosure may cause irreparable injury to the patient or to the owner of such information.

Please acknowledge acceptance of this proposal by signing, dating and returning this original. A copy is attached for your files.

M. Caroline Holmboe, M.D. 02/12/2025

M. Caroline Holmboe, M.D. Date
Pathologist/Medical Director
Heartland Pathology Consultants, PC

Kelly Martinez, CEO Date
Mangum Regional Medical Center
One Wickersham Drive
Mangum, OK 73554

E-Mail Address

CLIA Number 37D0936596
CAP Number 7176311
Medicare Provider Number 73-1527740

Client Fee Schedule

Company 1 – HEARTLAND PATHOLOGY CONSULTANTS PC
Routine: ARFC1

Payer: C Client: HPC Mangum Regional Medical Center
Effective Date: 5/2024

| Order Code | Description | Proc. Code | Net | List |
|-------------------|---|-------------------|------------|-------------|
| 88104-TC | Cytopath Fluid, Nongyn Smears with Interp | 88104 | \$34.63 | \$34.63 |
| 88108-TC | Cytopath, Concentration, Smears and Interp | 88108 | \$42.21 | \$42.21 |
| 88172-TC | FNA Immed Eval 1 st Each Site | 88172 | \$16.27 | \$16.27 |
| 88173-TC | FNA Eval, Interp and Report | 88173 | \$60.85 | \$60.85 |
| 88300-TC | Surg. Path Level I – Gross Only | 88300 | \$20.35 | \$20.35 |
| 88302-TC | Surg. Path Level II – Gross and Micro | 88302 | \$42.21 | \$42.21 |
| 88304-TC | Surg. Path Level III – Gross and Micro | 88304 | \$43.66 | \$43.66 |
| 88305-TC | Surg. Path Level IV – Gross and Micro | 88305 | \$59.69 | \$59.69 |
| 88307-TC | Surg. Path Level V- Gross and Micro | 88307 | \$133.11 | \$133.11 |
| 88309-TC | Surg. Path level VI – Gross and Micro | 88309 | \$185.18 | \$185.18 |
| 88311-TC | Decalcification | 88311 | \$6.08 | \$6.08 |
| 88312-TC | Special Stains Group 1 | 88312 | \$57.94 | \$57.94 |
| 88313-TC | Special Stains Group 2 | 88313 | \$46.29 | \$46.29 |
| 88323-TC | Path Consult With Slide Prep | 88323 | \$47.74 | \$47.74 |
| 88329-TC | Path Consult Intraoperative | 88329 | \$33.12 | \$33.12 |
| 88331-TC | Path Consult Intraop 1 Frozen Section | 88331 | \$28.80 | \$28.80 |
| 88332-TC | Path Consult Each Add Frozen Section | 88332 | \$9.86 | \$9.86 |
| 88333-TC | Path Consult Intraop – Touch Prep | 88333 | \$31.72 | \$31.72 |
| 88334-TC | Path Consult Intraop – Touch Prep Each Add | 88334 | \$20.06 | \$20.06 |
| 88342-TC | Immunocytochemistry Each Antibody | 88342 | \$55.32 | \$55.32 |
| 88358-TC | morphometric Analysis – Tumor (Ploidy) | 88358 | \$28.80 | \$28.80 |
| 88361-TC | Tumor Imm.-Her-2,Er/Pr, etc. Ea Computer Asst | 88361 | \$81.83 | \$81.83 |

Hospital Vendor Contract Summary Sheet

1. Existing Vendor New Vendor
2. **Name of Contract:** Heartland Pathology Consultants
3. **Contract Parties:** Heartland Pathology/MRMC.
4. **Contract Type Services :** Pathology and Consulting Services.
5. **Impacted Hospital Departments:** Lab
6. **Contract Summary:** Heartland Pathology and Consulting Services serves as our laboratory medical director and consultant. This contract also entails providing pathology services to MRMC facility and patients.
7. **Cost:** \$1,050/month for Medical Directorship
8. **Prior Cost:** \$1,050/month for Medical Directorship
9. **Term:** 12 months renews annually
10. **Termination Clause:** 30-day termination with material breach or dissolution or liquidation of either party.
11. **Other:**



INVOICE

Item 14.

INV-41306

Bill To:
ATTN: Chee Her
Cohesive Healthcare Management & Consulting
2510 E Independence St, Ste 100
Shawnee, OK 74804

Date: Feb 13, 2025

Payment Terms: NET 30

Due Date: Mar 15, 2025

Balance Due: USD 8,300.00

| Item | Quantity | Rate | Amount |
|--|----------|--------------|--------------|
| Organize Annual 5000 Mar 15, 2025 - Mar 14, 2026 | 1 | USD 8,300.00 | USD 8,300.00 |

Subtotal: USD 8,300.00

Tax: USD 0.00

Total: USD 8,300.00



Company Contact:
Quote #:

Jeff Wu
Q-74150-1

ORDER FORM

TigerConnect®, Inc.
2054 Broadway
Santa Monica, CA 90404

Address Information

Bill To:

Cohesive Healthcare Management & Consulting
2510 E. Independence, Suite 100
Shawnee, Oklahoma, 74804

Billing Contact: Chad Lampson
Email: clampson@chmcok.com

Ship to:

Cohesive Healthcare Management & Consulting
2510 E. Independence, Suite 100
Shawnee, Oklahoma, 74804

Contact Name: Chee Her
Email: cher@chmcok.com
Phone: (405) 777-4093

Purchase Details

Payment Terms: Net 30
Pricing Terms Expire: 10/26/2023
Effective Date: 3/15/2025

Subscription Term: 24 Months
Billing Frequency: Annual
End Date: 3/14/2027

Customer agrees to subscribe for and TigerConnect agrees to provide the Services for the price listed in the table below subject to the [Terms of Service](#), incorporated herein by reference. Capitalized terms not otherwise defined in this Order Form shall have the meanings afforded them in the [Terms of Service](#).

Subscription Items

| Product Name | Service Start/ EndDate | Quantity | Annual Net Unit Price | Initial Period Fee | Annual Fee |
|---|---------------------------|----------|--------------------------|-----------------------|-------------|
| TigerConnect®-Hosted Archiving | 3/15/2025 - 3/14/2027 | 501 | \$12.60 | \$6,312.60 | \$6,312.60 |
| SMB TigerConnect Clinical Collaboration Platform – Pro Licenses | 3/15/2025 - 3/14/2027 | 501 | \$124.80 | \$62,524.80 | \$62,524.80 |

Order Total**Amount****Initial Period Fees:**USD 68,837.40**Total Term Fees:**USD 137,674.80

Amounts do not include any applicable tax.

Standard Terms & Conditions

1. Initial invoice is sent upon contract signing and due and payable with NET thirty (30) days payment terms.
2. The Services are described in the **Services Description Sheet** below. You will have access only to the Products and Services listed in the Services Description Sheet, only at the Covered Locations (where applicable), and not to any other improved functionality or features developed by TigerConnect.
3. The TigerConnect subscription license is limited to the number of users/providers set forth above (the "Service Capacity"). Any users/providers provisioned on the system in excess of the Service Capacity will be subject to the per seat/provider license charge set forth in this Order Form for the remainder of the Term.
4. Upon expiration of the Term, the Term will automatically extend for additional periods of equal length unless terminated by either party on written notice at least thirty (30) days prior to the expiration of the then-current term. Any termination attempt by Customer prior to the expiration of the then-current term shall not relieve Customer of its obligation to pay for the Services for the entire term. There are no refunds for any unused portions of the then current term.
5. Upon each anniversary of the commencement of the Term and of each Renewal Term, the license fees set forth herein shall be subject to increase by eight percent (8%) over the previous year.
6. Unless expressly stated otherwise in a separate legally binding agreement, if Customer received a special discount or other promotional offer applicable to the Service, Customer acknowledges that such discount or promotional offer only applies during the current Initial Term and upon the next Renewal Term, the Service will renew at the full applicable fee.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form? (Customer to complete).

- No
 Yes

PO Number: _____

PO Amount: _____

Agreed to by:

I have read, understand, and accept the TigerConnect [Terms of Service](#).

I certify that I am authorized to sign and enter into this binding legal contract for the company or organization stated above.

TigerConnect, Inc.

Customer: Cohesive Healthcare Management & Consulting

Signature: _____

Signature: _____

Printed Name _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Services Description Sheet

TigerConnect Clinical Collaboration is a cloud based, secure and reliable solution that helps improve workflows, accelerate response times, and streamlines care team communication via text, voice or video. Role-based communication ensures you can contact the right individual by role or assigned job – no name required. Activate pre-defined Teams to keep the right care team members informed and up to date. TigerConnect Clinical Collaboration can integrate with your existing clinical systems to deliver contextual data that helps drive productivity across your enterprise. (EHR, scheduling, paging, and more etc.). TigerConnect Clinical Collaboration is integrated with the TigerConnect CareConduitSM Platform, to enable workflow automation. Workflows implemented cannot be derived from regulated medical devices and are limited to three integrations from non-regulated sources.

With **TigerConnect Patient Engagement**, an add-on to TigerConnect Clinical Collaboration, you'll gain HIPAA-compliant, secure video, voice, and two-way patient texting, including PHI, all from a single platform. Providers can initiate virtual visits or follow ups, as well as securely text with patients and their loved ones throughout the care process. Patients receive an SMS message that links to a secure web browser, eliminating the need for patients to download a mobile app or create login credentials. Outreach is initiated by the clinician or care team member, and conversation sessions remain open for a certain amount of time, configured by the organization. Includes up to 100,000 monthly messages; unused monthly messages do not roll over.

TigerConnect Physician Scheduling provides automated, rule-based, on-call, resident and shift scheduling that maintains fair and evenly distributed assignments. The platform acts as the source of truth to feed and align other systems in the organization. Templates and customized rules allow for a quick and easily repeatable process. Schedules are instantly viewable along with individual and group shift tallies, ensuring fairness. Providers can request time off and initiate shift swaps with colleagues. Coupled with TigerConnect Clinical Collaboration, TigerConnect Physician Scheduling can populate role-based assignments for streamlined outreach.

TigerConnect Alarm Management & Event Notification allows nurses and physicians to receive real-time, automated notifications and messages from EHRs, nurse call systems, lab and imaging systems and patient monitoring equipment, among others. TigerConnect Alarm Management & Event Notification is a secure, FDA Class II Medical Device for Secondary Alert Notification.

Twiage allows EMS professionals to transmit PHI in a secure manner to pre-register patients thus saving valuable minutes upon arrival. Notifications with patient vital signs, symptoms, and interventions to the hospital are transmitted in seconds, along with photos, additional details in text chats, and digital voice memos through a HIPAA compliant app.

VEHICLE LEASE AGREEMENT

This Vehicle Lease Agreement (this “Lease”) is made as of _____ 2025, COHESIVE MEDIRYDE, LLC, an Oklahoma limited liability company (“Lessor”), and MANGUM REGIONAL MEDICAL CENTER (“Lessee”).

A. Lessor owns a certain vehicle, which is more particularly described on Exhibit A (the “Vehicle”).

B. Lessee operates a hospital located at 1 Wickersham Dr., Mangum, Oklahoma, 73554-9117 (the “Hospital”).

C. Lessor has agreed to lease the Vehicle to Lessee, and Lessee has agreed to lease the Vehicle from Lessor, under the terms, conditions, and provisions of this Lease.

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

1. Lease. Lessor agrees to lease and rent to Lessee, and Lessee agrees to lease and rent from Lessor, the Vehicle upon the terms and conditions in this Lease. The Vehicle shall remain the property of Lessor.

2. Term. The term of this Lease (the “Term”) shall begin on the date of this Agreement (the “Commencement Date”) and shall continue for one (1) year unless terminated earlier as provided in this Lease; provided that this Lease shall automatically renew for successive one (1) year periods unless either party, at anytime, gives notice of its intent not to renew the Lease no less than thirty (30) days. Upon the expiration or earlier termination of this Lease, Lessee shall promptly deliver the Vehicle to a location designated by Lessor.

3. Title. Lessor shall at all times retain title to the Vehicle. Lessee has no right to purchase or otherwise acquire title to or ownership of the Vehicle.

4. Rent. During the Term, Lessee shall pay rent (“Rent”) in the amount of \$350.00 per month. Any Rent that is not received by Lessor within ten days after such Rent is due and payable shall accrue interest at the rate of 1 1/2% per month until paid. The accrual of interest shall not prejudice any of the remedies available to Lessor under this Lease or under law. If the Commencement Date is a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, then Lessor will appropriately prorate Rent based on the actual number of calendar days in such month. If the Commencement Date is a day other than the first day of a calendar month, Lessee shall pay the prorated Rent for the month on or before the first day of the Term. Lessee shall pay Rent to Lessor in lawful money of the United States of America at Lessor’s address, or to such other address as Lessor may from time to time designate in writing. Lessee’s obligation to pay Rent is independent of any obligation of Lessor.

5. Taxes. Lessor shall be responsible for any and all personal property taxes assessed against the Vehicle. Lessee shall be responsible for and shall pay, with each payment of Rent, any and all sales, transfer, and similar taxes with respect to the lease of the Vehicle.

6. Delivery and Return. Lessor shall deliver the Vehicle to the Lessee on the Commencement Date. Upon the expiration or other termination of the Term, Lessee shall quit and

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

7. Use and Maintenance.

(a) Lessee shall use the Vehicle within its normal capacity, without abuse, and in compliance with all requirements of the manufacturers and all laws, regulations, codes, and ordinances, including but not limited to, the Oklahoma State Department of Health licensure requirements, applicable to the installation, use, and operation of the Vehicle.

(b) Lessee shall solely use or permit the Vehicle to be used for patient transport services (“Permitted Use”) and shall not use the Vehicle for any use other than the Permitted Use absent prior, written consent from Lessor.

(c) Lessee shall not make any alterations, additions, or improvements to the Vehicle without the prior written consent of Lessor. All replacement of parts and accessories, repairs, additions, and improvements shall become a part of the Vehicle and the property of Lessor.

(d) Lessee shall store the Vehicle in a safe and secure location.

(e) Lessor, at Lessee’s cost and expense, shall be responsible for any necessary service to, maintenance of, and certification of the Vehicle during the Term.

(f) The Vehicle shall be operated by safe, qualified, properly licensed drivers, who shall conclusively be presumed to be Lessee’s agents, servants or employees only, and subject to Lessee’s exclusive direction and control.

(g) Lessee shall pay any and all tolls associated with the use and operation of the Vehicle, and for the payment of any and all related fines, fees, costs or expenses related to toll evasion or any other traffic violations.

8. Insurance and Indemnity.

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

(b) Upon or before the Commencement Date, Lessee shall furnish Lessor with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements of this Lease. All certificates shall provide for 30 days written notice to Lessor prior to the cancellation or material change of insurance referred to in the certificate. Lessee shall provide copies of all insurance policies required by this Lease within ten days after Lessor’s written request.

(c) Each party hereby waives any cause of action that it or anyone claiming by, through or under it, by subrogation or otherwise, might now or hereafter have against the other party, based on any loss, damage or injury that is insured against under any insurance policy that names the party as insured. All policies of insurance shall contain a proper provision, by endorsement or otherwise, whereby the insurance carrier shall (i) acknowledge that the insured has waived and released its right of recovery pursuant to this section and (ii) waive the right of subrogation that the carrier might otherwise have had, all without impairment or invalidation of the insurance.

(d) All proceeds of insurance paid to Lessor on account of any damage or destruction of the Vehicle shall be available for application to the cost of any such repair, alteration, restoration, or replacement on such reasonable terms and conditions as Lessor may impose.

9. Access. Lessor may access the Vehicle at any reasonable time with reasonable notice to Lessee to inspect the Vehicle, perform Lessor's obligations under this Lease, and to confirm Lessee's compliance with the terms of this Lease. Lessee shall cooperate with Lessor to allow Lessor access for the purposes set forth in this Section 10.

10. Loss or Damage. Lessee assumes and shall bear the entire risk of loss of and damage to the Vehicle from fire, theft, collision, vandalism, or other cause during the term of this Lease and thereafter until redelivery to Lessor, to the extent of available insurance proceeds. In the event of loss, damage, or destruction of any item of the Vehicle, Lessee at its expense (to the extent of available insurance proceeds) shall either (a) repair the item, returning it to its previous condition, unless damaged beyond repair, or (b) replace the item with a like item acceptable to the Lessor.

11. No Warranties. LESSEE ACKNOWLEDGES THAT THE VEHICLE IS BEING LEASED "AS IS." LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE VEHICLE AND HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES AND RELEASES LESSOR AND ITS RESPECTIVE EMPLOYEES, AGENTS, OFFICERS, TRUSTEES, DIRECTORS AND SHAREHOLDERS FROM AND AGAINST ANY CLAIMS, DEMANDS, PENALTIES, FINES, LIABILITIES, SETTLEMENTS, DAMAGES, COSTS, LOSSES OR EXPENSES OF WHATEVER KIND OR NATURE, KNOWN OR UNKNOWN, EXISTING AND FUTURE, CONTINGENT OR OTHERWISE MADE, INCURRED, OR SUFFERED BY LESSEE RELATING TO THE VEHICLE.

12. Events of Default; Remedies.

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

(i) Lessee's failure to pay Rent when due; or

(ii) Lessee's failure to perform and observe, or a violation or breach of, any other provision in this Lease within 10 days of written notice from Lessor of the failure.

(b) If an Event of Default occurs, Lessor may at any time thereafter exercise its remedies available under law, including termination of this Lease.

(c) The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of Lessor to

exercise and no delay in exercising any right to remedy shall operate as a waiver thereof or modify the terms of this Lease.

13. Assignment and Subletting. Without the prior consent of Lessor, Lessee shall not assign this Lease or any interest therein or sublease or lend the Vehicle to any person or permit the Vehicle to be used by anyone other than Lessee. Any purported assignment of this Lease by Lessee without Lessor's prior written consent shall be void. Lessee shall not have the power to pledge or otherwise encumber its interest under this Lease or in the Vehicle, and any attempt to mortgage, pledge, or encumber made in violation of this section shall be void and an Event of Default.

14. No Requirement to Refer. Nothing in this Lease, whether written or oral, nor any consideration under this Lease contemplates or requires the referral of any patient. This Lease is not intended to influence the judgment of Lessee in selecting the medical facility or provider that is appropriate for the proper care and treatment of patients. Neither the Lessor nor the Lessee shall receive or be paid any compensation or remuneration for referrals, if any. The parties support a patient's right to select the medical facility and provider of his or her choice.

15. Miscellaneous.

(a) Any act that Lessor is permitted to perform under this Lease may be performed at any time and from time to time by Lessor or any person or entity designated by Lessor.

(b) Lessor shall in no event be construed for any purpose to be a partner, joint venturer, or associate of Lessee in the conduct of their respective businesses.

(c) This Lease and any documents that may be executed by Lessee on or about the effective date of this Lease at Lessor's request constitute the entire agreement between the parties and supersede all prior understandings and agreements, whether written or oral, between the parties hereto relating to the Vehicle and the transactions provided for in this Lease. Lessor and Lessee are business entities having substantial experience with the subject matter of this Lease and have each fully participated in the negotiation and drafting of this Lease. Accordingly, this Lease shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter. The terms "includes" and "including" are not limiting.

(d) This Lease may be modified, amended, discharged, or waived only by an agreement in writing signed by the party against whom enforcement of any such modification, amendment, discharge, or waiver is sought.

(e) If any one or more of the provisions in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

To Lessee: Mangum Regional Medical Center
Attn: Hospital Administrator
1 Wickersham Dr. Mangum
Mangum, Oklahoma, 73554-9117

To Lessor: Cohesive MediRyde, LLC
43155 45th Street
Shawnee, OK 74804

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

[Signature Page Follows]

EXECUTED as of the date first stated above.

LESSOR:

COHESIVE MEDIRYDE, LLC

By _____

Print Name: _____

LESSEE:

MANGUM REGIONAL MEDICAL CENTER

By _____

Print Name: _____

EXHIBIT "A"

Vehicle Description

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

Hospital Vendor Contract Summary Sheet

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