



INSURANCE PROPOSAL

2023-2024 Policy Term

MANGUM CITY HOSPITAL AUTHORITY

Presented March 10, 2023

Presented by: Shelby Faust & Phillip Smith

SERVICE TEAM

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Practice Group Leader
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J. Shelby Faust, Executive Vice President, OHA

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4000 Lincoln Blvd. OKC, OK 73105

DIRECTORS & OFFICERS/EMPLOYER PRACTICES LIABILITY

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

Marketing Efforts:

Chubb – Declined unfavorable financials

Travelers - Declined unfavorable financials

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



ALLIED WORLD SPECIALTY INSURANCE COMPANY

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

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

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

QUOTATION VIA: EMAIL

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

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

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

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

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

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

Endorsements

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

Subjectivities

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

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

TERMS AND CONDITIONS

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

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

Thank you for choosing Allied World Specialty Insurance Company.

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

The Insured is hereby notified that under the federal Terrorism Risk Insurance Act, as amended, (the "Act"), the Insured has a right to purchase insurance coverage for losses arising out of an Act of Terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside of the United States in case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The Insured should read the Act for a complete description of its coverage. The decision to certify or not to certify an event as an Act of Terrorism covered by this law is final and not subject to review.

The Insured should know that where coverage is provided by this policy for losses caused by a Certified Act of Terrorism may be partially reimbursed by the United States Government under a formula established by federal law. However, the insured's policy may contain other exclusions that might affect coverage, such as an exclusion for nuclear events. Under the formula, the United States generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible that must be met by the Insurer, and which deductible is based on a percentage of the Insurer's direct earned premiums for the year preceding the Act of Terrorism

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

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

Please see the options available to the Insured below.

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

I HEREBY REJECT THIS COVERAGE.

Signature of Insured

0310-8204

Print/Title

Date



ALLIED WORLD SPECIALTY INSURANCE COMPANY

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

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

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

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

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

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

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

Endorsements

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

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

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

TERMS AND CONDITIONS

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

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

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