All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission, or committee.

(All items listed under the Consent Agenda Items are deemed to be non-controversial and routine in nature by the Board of Trustees. The following items will not be discussed but will be approved by one motion of the Board of Trustees unless any Board member desires to discuss an item, at which time it will then be removed and thus placed as a Regular Agenda Item for consideration and approval on this Agenda. The Consent Agenda Items consists of the following items)

PUBLIC NOTICE OF A SPECIAL MEETING
OF THE HOSPITAL AUTHORITY
WEDNESDAY, FEBRUARY 25, 2026 AT 12:00 PM
CLINTON REGIONAL HOSPITAL - WEICHEL ROOM

AGENDA

Source listing: 02/25/2026 Hospital
Original source: http://agendas.clintonok.gov/2026/022526hospital/CHA02252026agenda.htm

1. CALL TO ORDER

2. REVIEW AND APPROVAL OF CONSENT AGENDA ITEMS

    A. Approval of Minutes 2/11/2026 Special Meeting

3. BUSINESS ITEMS (DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING):

    A. Consider, Discuss, and Take Action on Adjourning to an Executive Session for the Purpose of Discussing the Employment, Hiring, Appointment, Promotion, Demotion, Disciplining, or Resignation of Chief Executive Officer, Len Lacefield pursuant to 25…

    Consider, Discuss, and Take Action on Adjourning to an Executive Session for the Purpose of Discussing the Employment, Hiring, Appointment, Promotion, Demotion, Disciplining, or Resignation of Chief Executive Officer, Len Lacefield pursuant to 25 Okla. Stat. §307(b)(1).

    B. Reconvene from Executive Session

    C. Consider, Discussion, and Take Action Upon Discussion From Executive Session Regarding Chief Executive Officer, Len Lacefield

    D. Sooner Technology Standard Managed Services Proposal

E. Request for Debit Card from the Clinton Hospital Authority Bank Account to be used for the Faxage Software

F. Pritkin Virtual Contract

4. FINANCIAL REPORT (DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING):

    A. Accounts Payable/Invoices to be Paid 02/25/26, 03/04/2026, 03/11/2026, 03/18/2026

5. MEDICAL STAFF (DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING):

6. COMMITTEE REPORTING (DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING):

    A. Life Safety/Emergency Management Committee Meeting Minutes January 2026

    B. Quality Assurance/Performance Program Minutes January 2026

    C. Infection Control

7. NEW BUSINESS (If any, Pursuant to Section 311.9 of the Oklahoma Open Meeting Act)

8. TRUSTEE COMMENTS

9. ADJOURN

File this 23 rd day of February 2026 and posted on the bulletin board at Clinton City Hall and on the front door of the Clinton Regional Hospital on February 23, 2026, at 11:00 a.m.

_____

Not recorded

SPECIAL MEETING OF
CLINTON HOSPITAL AUTHORITY MINUTES
TUESDAY, FEBRUARY 11, 2026, 12:00 P.M.

A regular Meeting of the Trustees of the Clinton Hospital Authority of the City of Clinton, Oklahoma was held in the Weichel Conference Room of the Clinton Regional Hospital on Tuesday, February 11, 2026, 12:00 p.m. A notice of this agenda was posted on the bulletin board in the lobby of the Clinton City Hall on February 9, 2026, 11:00 a.m. and at the Clinton Regional Hospital.

Trustees Present: Ken Baker, Chris Jones, Kelly Cornell
Trustees Absent: Tyler Bridges, Ernie Dowdell *Ex Officio,* Kevin Wolters
Chief Executive Officer: Len Lacefield (Absent)
City Manager: Robert Johnston
City Attorney: Ryan Meacham (absent)
Secretary/Clerk: Amy Jones
Others present by Zoom: None
Others: Debra Blanchard, Shiann Dawson, Chasity Richardson, Brendan Price, Brenda Jennings, Sean Stephens and others.

1. **CALL TO ORDER**

   Chairman Kenneth Baker called meeting to order at 11:58 am

2. **REVIEW AND APPROVAL OF CONSENT AGENDA ITEMS**

   (*All items listed under the Consent Agenda Items are deemed to be non-controversial and routine in nature by the Board of Trustees. The following items will not be discussed but will be approved by one motion of the Board of Trustees unless any Board member desires to discuss an item, at which time it will then be removed and thus placed as a Regular Agenda Item for consideration and approval on this Agenda. The Consent Agenda Items consists of the following items)*

   A. Approval of Minutes 1/28/2026 Special Meeting

The Motion was made by Trustee Jones and seconded by Trustee Cornell to approve the Consent Agenda items as presented.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kelly Cornell, and Ken Baker
Nay: None

Chairman declared the motion carried

3. **BUSINESS ITEMS (Discussion, Consideration, and Possible Action Regarding):**

A. Agreement with Cash Management Systems, LLC for ATM Installation

The Agreement with Cash Management Systems, LLC for ATM Installation was presented for review and approval. The Trustees asked the hospital staff if there is a need for an ATM at the hospital. Chasity Richardson stated that there was not a cost to the hospital for the ATM to be installed or on site. She stated that the staff would probably use the ATM more than patients.

Motion was made by Trustee Jones and seconded by Trustee Cornell to table the agreement with Cash Management Systems, LLC for ATM Installation at this time.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kelly Cornell, and Ken Baker
Nay: None

Chairman declared the motion carried

B. Tendo Master Service Agreement

The Tendo Master Service Agreement was provided to the Trustees for review and discussion regarding the current demand for payment. The Trustees ask if the agreement and demand for payment have been referred to legal for review. Len Lacefield, CEO was not present to answer specific questions.

Motion was made by Trustee Jones and seconded by Trustee Cornell to table the Tendo Master Service Agreement at this time and ask that legal review the current issues with the agreement and give an opinion.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kelly Cornell, and Ken Baker
Nay: None

Chairman declared the motion carried

C. Matherly Mechanical Contractors – Surgery Humidifiers

An invoice was received from Mather Mechanical Contractors for installation of humidifiers from 2023 in the amount of $99,100.00.

A narrative was provide by the Hospital Staff stating:

Facilities Reports

2/1/2026

In the 1970's there was no need for humidifiers in the surgery area.

Therefore, as time moved on the rules/regulations for temp and humidity were changing and it was getting harder and more stringent to stay compliant.

Today's (2023) rules/regulations in the surgery area the temperature and humidity are to be documented daily and to stay in compliance therefore since our facility could not there were 5 humidifiers installed in the surgery area to help with this.

A written proposal from Matherly dated September 22, 2023 with a base bid amount of $99,100.00 was provided to the Authority for review with an invoice dated 02/13/2025. Discussion was held regarding the invoice.

Motion was made by Trustee Jones and seconded by Trustee Cornell to table the **Matherly Mechanical Contractors – Surgery Humidifiers** at this time and ask that legal review the current issues with the invoice and give an opinion.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kelly Cornell, and Ken Baker
Nay: None

Chairman declared the motion carried

D. Proposal of Implementation of Regional Trauma Board (Pulsara)

Brendan Price, RN presented a proposal of implementation of Regional Trauma Board (Pulsara) to the Trustees for review and approval to participate. He explained the program to those present. He stated that this improves response and treatment times for trauma patients that are brought to the emergency room by ambulance service. Discussion was held. Brendan stated that he would be bring the agreement back to the Authority when available for final approval.

Motion was made Trustee Cornell and seconded by Trustee Jones to approve to move forward with the participation in the Regional Trauma Board (Pulsara) and that the final agreement be brought back to the Authority for ready for approval.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kelly Cornell, and Ken Baker
Nay: None

Chairman declared the motion carried

E. Proposal of Implementation of Cardiac Rehab – Virtual Learning

Brendan Price, RN presented the proposal of implementation of Cardiac Rehab – Virtual Learning. He provided information regarding board-Level Break-Even Analysis. There were recent regulations passed that would allow for virtual learning of Cardiac Rehab. This would be

in addition to the current Cardiac Rehab program. He stated that there would not be initial start up cost. Discussion was held regarding potential revenue regarding the new Cardiac Rehab Virtual Learning.

Motion was made Trustee Jones and seconded by Trustee Cornell to approve for staff to move forward with the implementation of **Cardiac Rehab – Virtual Learning** after Barbie Miller reviews the information from a financial standpoint and provides an opinion.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kelly Cornell, and Ken Baker
Nay: None

Chairman declared the motion carried

F. Proposal of Implementation of Nuclear Medicine

Brendan Price, RN presented the proposal of implementation of **Nuclear Medicine**. . He stated that the initial start up cost will be around $4,000. This would include training staff, purchase of equipment and materials. Discussion was held regarding potential revenue regarding Nuclear Medicine.

Motion was made Trustee Jones and seconded by Trustee Cornell to approve for staff to move forward with the implementation of **Nuclear Medicine** after Barbie Miller reviews the information from a financial standpoint and provides an opinion.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kelly Cornell, and Ken Baker
Nay: None

Chairman declared the motion carried

G. Proposal to Send in a Request for Submission of Vendor Proposal for Western District of Oklahoma Treatment Services Solicitation for Defendants and Offenders

Chasity Richardson presented the proposal **to** Send in a Request for Submission of Vendor Proposal for Western District of Oklahoma Treatment Services Solicitation for Defendants and Offenders. Ms. Richards on stated that staff is already available, the only issue will be a designation of restroom that is locked and only used for this service. Discussion was held regarding potential revenue regarding offering this service.

Motion was made Trustee Cornell and seconded by Trustee Jones to approve for staff to move forward with the Request for Submission of Vendor Proposal for Western District of Oklahoma Treatment Services Solicitation for Defendants and Offender after Barbie Miller reviews the

information from a financial standpoint and provides an opinion. The final agreement will need to brought back to the Authority as well for review and approval.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kelly Cornell, and Ken Baker
Nay: None

Chairman declared the motion carried

4. **FINACIAL REPORT (Discussion, Consideration, and Possible Action Regarding):**

A. January 2026 Balance Sheet and Income Statement

The January 2026 Balance Sheet and Income Statement was presented for review by the Trustees. Discussion was centered around the current income and expenses. The twelve-month rolling income sheet was also reviewed.

Motion was made by Trustee Jones and seconded by Trustee Cornell to acknowledge the receipt of the January 2026 Balance Sheet and Income Statements as presented.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kelly Cornell, and Ken Baker
Nay: None

Chairman declared the motion carried

B. Accounts Payable/Invoices to be Paid 02/18/2026

The Accounts Payable/Invoices to be paid list was presented in the four week operating budget in the amount of $373,685.30. Invoice list was reviewed and discussion was held.

Motion was made by Trustee Jones and Seconded by Trustee Cornell to approve the Accounts Payable/Invoices to be paid list.

Chairman Kenneth Baker put the motion to a roll call vote:

Aye: Chris Jones, Kelly Cornell, and Ken Baker
Nay: None

Chairman declared the motion carried

C. **Request to the City of Clinton and to the Public Works Authority for Funding to Meet Payroll or Specific Accounts Payable Needs.**

No Request was made.

5. **NEW BUSINESS** (If any, Pursuant to Section 311.9 of the Oklahoma Open Meeting **Act)**

   None

6. **TRUSTEE COMMENTS**

   None

7. **CHIEF EXECUTIVE OFFICER COMMENTS**

Len Lacefield, CEO provided a written report as he was not at the meeting.

Information only no action taken.

8. **ADJOURN**

A motion was made by Trustee Jones and seconded by Trustee Cornell to adjourn.

Chairman Kenneth Baker put in motion roll call vote:

Aye: Chris Jones, Kelly Cornell, and Ken Baker

Nay: None

Chairman declared the motion carried and meeting adjourned at 12:26 pm

_____
Date Approved:

_____
Kenneth Baker, Chairman

Clinton Regional Hospital

Standard Managed Services Proposal

Quote Creation: Feb 11, 2026

Quote Expires: Saturday, February 28, 2026

Contract Term: 12 months

Contract renewal: Auto-renew (see MSA)

Contract Start: Thursday, January 1, 2026

24x7 Standard Managed Services Introduction

Quote prepared for

Clinton Regional Hospital
Len Lacefield
100 N. #30th St
Clinton, OK 73601

Introduction to Our Managed IT Services
Dear Len,
Thank you for considering Sooner Technology as your trusted partner for managed IT services. We understand that reliable technology is critical to your business success, and we are dedicated to providing you with comprehensive solutions to meet your specific needs.
Why Choose Sooner Technology?
At Sooner Technology, we offer a proactive approach to IT management. Our goal is to ensure your systems are secure, efficient, and optimized, allowing you to focus on your core business while we handle the technical complexities. With years of industry experience and a client-first philosophy, we are committed to delivering:

- **24/7 Monitoring, Response & Reporting**
  We continuously monitor your IT infrastructure and utilize AI to prevent issues before they impact your business.
- **Data Security & Compliance**
  Protecting your sensitive data is our top priority. We implement robust cybersecurity measures and ensure compliance with industry regulations to keep your business safe from evolving threats.
- **Cost-Efficient IT**
  With managed services, you gain predictable, budget-friendly IT expenses. Our pricing structure ensures no surprises, while reducing downtime and maximizing productivity.

Our Managed Services Include:

- IT Infrastructure Management
- Help Desk & Remote Support
- Wireless Network Monitoring & Management
- Data Backup & Recovery
- Cybersecurity & Threat Detection
- Email Security & Filtering
- Security Awareness Training
- 24x7 Email Threat Monitoring & Response
- 24x7 Firewall Threat Monitoring & Response
- 24x7 Workstation Endpoint Threat Monitoring & Response

We have prepared the following proposal to give you a clear understanding of how our services will align with your business objectives. This proposal outlines the solutions, pricing, and next steps to help you make an informed decision.
If you have any questions or would like further details, please feel free to reach out. We look forward to the opportunity to serve you and help your business thrive.
Sincerely,
Jerry Hartman
5803025713
jhartman@soonertechnology.com

24x7 Standard Agreement Products

Product info	Quantity	Price	Total

	24x7 Standard Managed Service Agreement	1	$12,065.00 / month	$12,065.00 / month

Bundle products

	Standard Managed Firewall	1	$200.00 / month	$200.00 / month
	Standard Managed Server	8	$175.00 / month	$1,400.00 / month
	Standard Managed User	141	$15.00 / month	$2,115.00 / month
	Standard Managed Workstation	82	$75.00 / month	$6,150.00 / month
	Management Complexity Factor	1	$1,400.00 / month	$1,400.00 / month
	24x7 Support Add-On	1	$800.00 / month	$800.00 / month

One-Time Onboarding Fee	1	$0.00	$0.00

Summary

Monthly price $12,065.00
Total Excluding VAT

One-time $0.00
Total Excluding VAT

Total Excluding VAT $12,065.00

Managed Services

Remote Monitoring & Management

We keep a close eye on your devices around the clock, ensuring everything runs smoothly. Whether it's detecting early signs of hardware failure or identifying memory issues, our non-intrusive remote support lets us resolve problems before they affect your operations, without disrupting your day-to-day activities.

Enterprise-Level Cybersecurity

Protecting your business from cyber threats is our top priority. We offer real-time protection against malware, viruses, and ransomware attacks. Our system automatically removes harmful files, blocks access to suspicious websites, and restricts the installation of unauthorized software. With 24/7 monitoring, we quickly detect and address potential threats to keep your network secure.

Backups & Recovery

Losing important data can be disastrous for any business. That's why we provide comprehensive backup solutions for servers and workstations. We automatically back up files, databases, and system images to secure cloud and local storage, ensuring that your data is protected with advanced encryption and always recoverable when you need it.

Email Security

Email is a primary target for cyber-attacks, which is why we offer protection against phishing, malware, and spam. Our system scans email content in real time, encrypts sensitive communications, and archives emails for legal and compliance purposes. Stay confident, knowing your confidential information is safe.

Security Awareness Training

Your employees are the first line of defense against cyber threats. We provide engaging and interactive training sessions that teach cybersecurity best practices. Through simulated phishing attacks and quizzes, we ensure your team stays informed and ready to handle potential threats.

24/7 Security Operation Center (SOC)

Our expert team monitors your network and connected devices in real time, analyzing data to detect hacking attempts, malware, and suspicious activity. We respond quickly to threats, preventing extensive damage and ensuring the safety of your IT environment.

Master Services Agreement

1. **PARTIES.** This **MASTER SERVICES AGREEMENT** (the "Agreement" or "Master Services Agreement") is made and entered into by and between Clinton Regional Hospital ("CLIENT"), whose address is located at 100 N. #30th St, Clinton, 73601, and **SOONER TECHNOLOGY LLC**, an Oklahoma limited liability company ("SOONER TECHNOLOGY"), whose address is located at 1516 LERA, WEATHERFORD, OK 73096. CLIENT engages SOONER TECHNOLOGY to provide operations consulting and related services ("Services") as an independent contractor in accordance with the terms of this Agreement set out hereinbelow.

2. **TERM.** This Agreement is effective as of the most recently signed date on the signature page hereinbelow ("Effective Date") and will remain in full force and effect for one (1) year from the date of the Effective Date or until otherwise terminated in accordance with the terms of this Agreement (the "Term"). Upon the end of the Term, this Agreement shall automatically renew for successive one-year terms (each a "Renewal Term") unless (i) otherwise terminated in accordance with the provisions of this Section 8 or (ii) upon written notice of CLIENT at least (30) days prior to the end of the Term. If CLIENT does not provide such written notice at least thirty (30) days prior to the end of the Term, CLIENT shall have not right to terminate this Agreeement and this Agreement shall automatically renew for a Renewal Term.

3. **SCOPE**. The Services provided under this Agreement are set out in **Addendum A**, attached hereto and incorporated herein.

4. **PAYMENTS**. CLIENT agrees to the following payment terms and conditions:
   a. Payment Terms. SOONER TECHNOLOGY shall provide CLIENT with an invoice for all sums due under this Agreement on the first (1st) business day of each month of the calendar year. CLIENT shall be obligated to pay SOONER TECHNOLOGY the full amount due for the Services provided as shown on the invoice(s). In addition, CLIENT shall be obligated to pay all federal, state, or local taxes or other fees assessed on, or in connection with, the Services rendered herein. Payment of each invoice shall be due to SOONER TECHNOLOGY within thirty (30) days of the receipt of such invoice. Payment may be made by ACH or check. All credit card payments are subject to a 1.5% processing fee. There will be a twenty-five dollar ($25) service charge to CLIENT per returned check or ACH. CLIENT agrees and accepts email transmittal of invoices as an acceptable method of delivery, in addition to traditional mailed invoices. Any invoice not contested by CLIENT in writing within ten (10) days from the date of such invoice shall be deemed fully accepted by CLIENT. Disputed invoices must be reported to SOONER TECHNOLOGY, in writing, within ten (10) days of the date that SOONER TECHNOLOGY sends CLIENT the applicable invoice. If CLIENT fails or refuses to pay any disputed invoice within thirty (30) days of the delivery of said invoice, such action shall constitute a Breach of this Agreement.
   b. Payment for Services. The total monthly payment for the performance of all Services shall be $12,065.00 ("Monthly Managed Services Fee"). The Monthly Managed Services Fee shall not include any expenses under this Section 4(c), fees charged at the Hourly Rates (as defined in Section 4(d)), or travel costs (as provided in Section 7).
      i. Monthly Managed Services Fee Adjustment. CLIENT acknowledges that the determination of the Monthly Managed Services Fee for providing the Services is based on (i) total assets under management, (ii) the number of CLIENT's users utilizing the Services, and (iii) complexity factors (such as network complexity, after-hours support, and third-party integrations, etc.). Client acknowledges that an increase by the CLIENT to the number of assets under management or the number of users utilizing the Services will result in an automatic increase to the Monthly Managed Services Fee. SOONER TECHNOLOGY shall conduct periodic reviews to determine if an adjustment to the Monthly Managed Services Fee is warranted due to changes in complexity factors (such as network complexity, after-hours support, third party integrations, etc.). If an adjustment is warranted, then Sooner Technology, at its sole discretion, shall adjust the Managed Services Fee accordingly. SOONER TECHNOLOGY shall provide CLIENT with seven (7) days' written notice prior to any modification of the Monthly Managed Services Fee only regarding changes resulting from the periodic review of complexity factors.
   c. Payment for Additional Expenses. CLIENT may, from time to time, authorize SOONER TECHNOLOGY to purchase additional hardware, software or other items that are necessary for CLIENT's business operations and CLIENT agrees to reimburse SOONER TECHNOLOGY for said purchases. CLIENT authorizes SOONER TECHNOLOGY to make all purchases necessary for CLIENT to continue its business operations, and the cost of such purchases shall be, billed separately from the Monthly Managed Services Fee, of which such amount shall not exceed one thousand dollars ($1,000) per month without the express written consent of the CLIENT. No purchases that would exceed one thousand dollars ($1,000) per month shall be made by SOONER TECHNOLOGY without the express written consent of CLIENT. For all purchases authorized in writing by CLIENT that exceed one thousand dollars ($1,000) per month, the CLIENT shall reimburse SOONER TECHNOLOGY upon delivery of the purchased items. If CLIENT authorizes SOONER TECHNOLOGY to purchase items that SOONER TECHNOLOGY identifies, in its sole and absolute discretion, to be 'specialty

items,' then CLIENT agrees to pay SOONER TECHNOLOGY the purchase price of the 'specialty items' prior to SOONER TECHNOLOGY completing the purchase of the 'specialty items.'

i. Returned Products. A twenty-five percent (25%) restocking fee ("Restocking Fee") of the purchase price of any returned product or cancelled order ("Returned Product") shall be applicable on all Returned Product, and the Restocking Fee shall be billed to the CLIENT in the month directly following the month of the Returned Product. All Returned Product must be delivered to SOONER TECHNOLOGY in its original packaging and with all original contents. Returns of Returned Product are subject to being accepted by distributor or manufacturer, and SOONER TECHNOLOGY shall not offer any refund on Returned Product to CLIENT in the event of the rejection of the return by the distributor or manufacturer. If the Returned Product is accepted by the distributor and/or manufacturer, then SOONER TECHNOLOGY shall reimburse CLIENT for the purchase price of the Returned Product, minus the Restocking Fee, within thirty (30) days of said acceptance. If the distributor or manufacturer rejects the Returned Product for any reason, the sale of the Returned Product to CLIENT shall be considered final and the Returned Product shall be returned to CLIENT and CLIENT shall still owe the Restocking Fee to SOONER TECHNOLOGY.

d. Hourly Rates. If CLIENT authorizes SOONER TECHNOLOGY to perform work outside the Scope of Services of this Masters Services Agreement, CLIENT agrees to pay SOONER TECHNOLOGY for any services provided at SOONER TECHNOLOGY's Hourly Rates. The Hourly Rates shall be set out in **Addendum B** of this Agreement. SOONER TECHNOLOGY shall have the right to modify the Hourly Rates in the month of December each calendar year. If SOONER TECHNOLOGY determines, in its sole discretion, that it shall modify the Hourly Rates, then SOONER TECHNOLOGY shall provide thirty (30) days' written notice of such change(s) to CLIENT.

i. Payment for After-Hours Support. The payment rates for After-Hours Support ("After-Hours Rates") shall be charged at the Hourly Rates (defined hereinbelow in Section 6) as set out in Addendum B. All After-Hour rates shall be charged to CLIENT on a monthly invoice in the month directly following the month in which After-Hours Rates were incurred.

ii. Out-of-Scope Services. If CLIENT is in need of services outside of the scope of the Services provided under this Agreement, the parties may enter into a separate agreement for the provision of such out-of-scope service through a quoting process and said services provided shall be charged at the Hourly Rates, unless otherwise provided in said separate agreement.

5. **CLIENT OBLIGATIONS**. For SOONER TECHNOLOGY to effectively fulfill its obligations under the Agreement, CLIENT agrees to:

a. Provide (i) SOONER TECHNOLOGY with reasonable access to any and all of CLIENT's physical sites as needed, (ii) any and all passwords and codes to software and hardware systems, (iii) access or authorization to access any vendors providing software, hardware, or services to CLIENT and with whom SOONER TECHNOLOGY needs to communicate with, on behalf of CLIENT, in order for SOONER TECHNOLOGY to fulfill its duties and obligations under this Agreement, and (iv) provide ready access to all appropriate computing platforms, documentation (e.g. program source, copybooks, tables, subroutines) and personnel (i.e., end users and technical representatives) necessary to fully understand the current business systems and environments throughout the life of this Agreement.

b. Maintain adequate internet services with sufficient speed and quality for SOONER TECHNOLOGY to acquire and maintain remote access and to successfully perform its obligations under the Agreement. The specifications for adequate internet services shall be determined by the required bandwidth of 10Mbps per computer multiplied by the number of CLIENT's internet users at the time of entering into this Agreement.

c. CLIENT understands and agrees that for some types of problems to be successfully resolved, SOONER TECHNOLOGY will have to schedule time with CLIENT's staff who have experienced or are reporting issues to work with them to test and verify resolutions. SOONER TECHNOLOGY shall work with CLIENT's staff to schedule time with CLIENT's staff at mutually convenient times. SOONER TECHNOLOGY shall use its best efforts to identify, test, and resolve CLIENT's problems with as minimal intrusion into CLIENT's business as possible.

d. Unless specified in an approved proposal or quote between CLIENT and SOONER TECHNOLOGY, CLIENT will provide all necessary software and/or hardware as required for SOONER TECHNOLOGY and its employees to perform the work specified under the terms of this Agreement and any approved proposal or quote. If known by SOONER TECHNOLOGY prior to scheduling work, SOONER TECHNOLOGY will advise CLIENT of additional software and hardware needs via a quote process.

e. If CLIENT requires additions to, or modifications of, existing equipment, network, or software, either local area or wide area, SOONER TECHNOLOGY reserves the right to inspect said equipment, network, or software to determine whether such equipment or network meets SOONER TECHNOLOGY's recommended standards of performance or practices. If said equipment, network, or software does not meet SOONER TECHNOLOGY's recommended standards of performance or practices, SOONER TECHNOLOGY shall inform CLIENT of identified deficiencies, in writing. SOONER TECHNOLOGY shall then make recommendations to CLIENT, in writing, that it believes are necessary to bring said equipment, network, or software deficiencies up to SOONER TECHNOLOGY's recommended standards of performance or practices. If CLIENT does not implement SOONER TECHNOLOGY's recommendations, then SOONER TECHNOLOGY shall have the right, in its sole discretion, to amend the scope of Services and the Monthly Managed Services Fee for SOONER TECHNOLOGY to be able to fully perform its obligations under this Agreement upon thirty (30) days' written notice to CLIENT. In any event, SOONER TECHNOLOGY shall not be held responsible or liable for guarantees of prices, performance, or time frames resulting from such existing deficiencies.

6. **AVAILABILITY.**

a. Availability. SOONER TECHNOLOGY is opened for operation Monday-Friday, 8:00am – 5:00pm ("Core Hours") and is closed for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Black Friday, Christmas Eve, and Christmas Day. All hours not within the Core Hours are considered to be "After-Hours", and SOONER TECHNOLOGY shall be obligated to provide Services to CLIENT only during the Core Hours.

b. After-Hours Support. SOONER TECHNOLOGY offers After-Hours support as an optional add-on to a Managed Service Agreement for an additional fee. For clients whose Managed Service Agreement includes an After-Hours provision, SOONER TECHNOLOGY shall provide After-Hours support to the CLIENT exclusively for the diagnosis and remediation of any Network Emergency as limited by Section 6(c) below. A "Network Emergency" is defined as any event that renders CLIENT's primary network infrastructure (i.e. switches, routers, firewalls, or internet connectivity) non-functional or severely degraded so that CLIENT's normal business operations are severely limited or cannot continue. All After-Hours Support shall be delivered remotely unless an on-site presence is required to remedy such Network Emergency, as determined in the sole discretion of SOONER TECHNOLOGY. SOONER TECHNOLOGY shall provide After-Hours support only upon express notification by CLIENT under the terms of this Section 6(d) and SOONER TECHNOLOGY's sole determination that a Network Emergency has occurred that requires After-Hours Support.

c. Exclusions from After-Hours Support. After-Hours support shall not include the following services:
   1. Password resets, account lock-outs, or user-level access issues;
   2. General workstation or server troubleshooting (unless directly caused by a Network Emergency, as determined in the sole discretion of SOONER TECHNOLOGY);
   3. Software updates, backups, or routine maintenance tasks;
   4. Any non-network-related issue or service as expressly defined under the definition of a Network Emergency.

d. Notification of After-Hours Support. The CLIENT shall assign a single person to serve as the designated point of contact ("POC") for all After-Hours support engagements. SOONER TECHNOLOGY shall provide a dedicated After-Hours Support phone number, and escalation procedures to CLIENT. The CLIENT shall utilize provided escalation procedures to determine the need for After-Hours support and notify SOONER TECHNOLOGY using the dedicated After-Hours Support number if the event qualifies as a Network Emergency. Only the CLIENT's POC, or the POC's authorized agents, shall be authorized to initiate CLIENT requests for After-Hours Support. Sooner Technology shall have the sole authority to determine if a Network Emergency has occurred that requires After-Hours Support.

e. CLIENT Responsibilities for After-Hours Support. CLIENT shall be responsible to:
   1. Ensure that all CLIENT employees are aware that After-Hours support is strictly limited to Network Emergencies, and that CLIENT employees understand the limited nature of a Network Emergency;
   2. Communicate to CLIENT employees the purpose of dedicated After-Hours Support phone number and the situations where calling the Dedicated After-Hours Support is appropriate;
   3. Inform and promptly notify SOONER TECHNOLOGY of any issues with contacting Sooner Technology using the dedicated After-Hours phone number.
   4. Assist and support the POC and SOONER TECHNOLOGY's staff in the provision of After-Hours Support as necessary to resolve the Network Emergency.

7. TRAVEL and Per Diem. Hourly Rates and per diem shall be charged to the CLIENT for all travel by SOONER TECHNOLOGY in excess of one hundred fifty (150) miles from SOONER TECHNOLOGY's offices at the address first listed above. Travel shall be defined as the full amount of time between when SOONER TECHNOLOGY, in providing Services to CLIENT, first leaves and last returns to its place of business (located at the address first described above). Per diem shall be charged at the U.S. General Services Administration per diem rates and invoiced to CLIENT in the month directly following the month that such cost was incurred. Sooner Technology shall be responsible for accurately tracking and documenting such travel time in good faith.

8. TERMINATION AND BREACH.

a. Notice Requirements. Written notice of termination must be sent to the CLIENT by mail or by email address set out in this Section 22.

b. No Waiver. The failure to terminate this Agreement in accordance with a Breach of this Agreement, as further defined in this Section 8, shall not constitute a waiver of the SOONER TECHNOLOGY's right to terminate the Agreement during any subsequent Renewal Term or upon any subsequent Breach.

c. Termination by Sooner Technology. SOONER TECHNOLOGY reserves the right to terminate this Agreement for any reason by providing the CLIENT with thirty (30) days' written notice. Upon termination, SOONER TECHNOLOGY will continue to provide services until the Termination Date, after which all obligations under this Agreement shall cease, except for any outstanding payments or obligations accrued prior to termination. Upon termination of this Agreement, the CLIENT shall be released from any further obligations under this Agreement, except for obligations that have accrued prior to the termination date. Any prepaid fees for services not rendered under this Agreement shall be refunded to the CLIENT on a pro-rata basis.

d. Breach. If any of CLIENT's obligation to SOONER TECHNOLOGY is not promptly paid when due, or if CLIENT fails to perform any of its obligations under this Agreement ("Breach"), SOONER TECHNOLOGY may immediately cease rendering Services to CLIENT and CLIENT shall be in default hereunder. Upon any such occurrence, SOONER TECHNOLOGY shall provide written notice to CLIENT, pursuant to Section 22, of the CLIENT's Breach and subsequent default, and CLIENT shall have five (5) business days to cure such default, subject to the approval of SOONER TECHNOLOGY. If CLIENT does not cure its Breach within five (5) business days of SOONER TECHNOLOGY's written notice of said Breach, then SOONER TECHNOLOGY shall have the unilateral right to terminate this Agreement under this Section 8(c). CLIENT agrees to pay a collection fee up to the maximum amount permitted by law should it become necessary for SOONER TECHNOLOGY to engage outside professional services in the collection of invoice(s) due to the CLIENT's failure to pay the invoice(s) or

other amounts due and payable when due. CLIENT shall pay for SOONER TECHNOLOGY's reasonable attorneys' fees with court costs for all attorney services related to a Breach of this Agreement.

1. In the event of a Breach of this Agreement by CLIENT for failure to pay the full amount owed, due and payable under an invoice to SOONER TECHNOLOGY under this Agreement, a monthly late fee of $25 or 1.5% of the outstanding balance due, whichever is greater, will be assessed and added to the invoice if payment is not received within 30 days.:

9. **CONDITIONS AND LIMITATIONS.** CLIENT agrees to the following conditions and limitations:
   a. Response times. CLIENT acknowledges that any response times stated by SOONER TECHNOLOGY are target response times and are subject to events outside the control of SOONER TECHNOLOGY. SOONER TECHNOLOGY will make every commercially reasonable effort to respond to service calls as soon as practical; however, SOONER TECHNOLOGY cannot guarantee performance of its Services within the target timeframe.
   b. Third Parties. CLIENT acknowledges that some services will be provided through third parties and that their performance cannot be guaranteed by SOONER TECHNOLOGY. The failure of a third party to perform its obligations to CLIENT does not constitute a failure on the part of SOONER TECHNOLOGY, and SOONER TECHNOLOGY shall not be held liable for such failures. Examples include but are not limited to internet service providers, hosted electronic mail, hosted spam filtering and other cloud services.
   c. Single Point of Contact. CLIENT agrees to appoint a single contact person, whose name shall be provided by CLIENT to SOONER TECHNOLOGY in writing, to interface with SOONER TECHNOLOGY for all Services provided under this Agreement. This contact person will have the authority to authorize purchases and generally convey CLIENT company policy to SOONER TECHNOLOGY in relation to provided Services. This includes triage of calls, assignment of work orders to internal personnel or SOONER TECHNOLOGY, and documentation of the completion of all work orders.
   d. Administrator Accounts. CLIENT authorizes SOONER TECHNOLOGY to establish and maintain a local Active Directory Domain Administrator account for its exclusive use in providing the Services detailed in this Agreement. This is only applicable if CLIENT has a server running the Microsoft Windows Server operating system and if that server is configured as a Domain Controller. There is no cost to the CLIENT for this account. CLIENT authorizes SOONER TECHNOLOGY to establish and maintain a Microsoft Azure Active Directory Global Administrator account for its exclusive use in providing the Services detailed in this Agreement. This is only applicable if CLIENT has a Microsoft Office 365 account. There is no cost to the CLIENT for this account.
   e. End User License Agreements ("EULA"). CLIENT expressly authorizes SOONER TECHNOLOGY to accept and/or execute any applicable EULA's on behalf of CLIENT. CLIENT acknowledges and agrees that CLIENT remains bound by any EULA terms or conditions and that SOONER TECHNOLOGY is not assuming any right, duty, or obligation on behalf of CLIENT.

10. **OWNERSHIP OF SOONER TECHNOLOGY EQUIPMENT**. Any SOONER TECHNOLOGY owned equipment installed at any of CLIENT's locations will remain the property of SOONER TECHNOLOGY ("ST Equipment"), and such SOONER TECHNOLOGY Equipment shall be set out on this **Addendum C**. CLIENT agrees that it shall not file or preserve any lien on or otherwise encumber any of SOONER TECHNOLOGY Equipment, and failure to comply shall result in a Breach of this Agreement. If CLIENT becomes insolvent, files for bankruptcy or makes an assignment against its creditors, CLIENT shall immediately return all SOONER TECHNOLOGY Equipment to SOONER TECHNOLOGY, and the failure to do so shall result in a Breach of this Agreement. All rights not expressly granted by SOONER TECHNOLOGY herein are reserved and retained by SOONER TECHNOLOGY. SOONER TECHNOLOGY may, at CLIENT's request, remove any and all of the SOONER TECHNOLOGY equipment. Removing CLIENT data from SOONER TECHNOLOGY Equipment will be at CLIENT's sole expense. In the event of a Breach of this Agreement by CLIENT and CLIENT's failure to cure such default (as set out in this Section 8(d), SOONER TECHNOLOGY shall have the right to remove the SOONER TECHNOLOGY Equipment from CLIENT's location upon twenty-four (24) hours written notice to CLIENT.

11. **INSURANCE ADDITIONALLY INSURED**. If SOONER TECHNOLOGY's equipment, software, hardware or solutions are on site at CLIENT's location and SOONER TECHNOLOGY sends a written request to CLIENT, then CLIENT shall list SOONER TECHNOLOGY as an 'additional insured and loss payee' under its insurance coverage. CLIENT shall provide SOONER TECHNOLOGY with a copy of such insurance within thirty (30) days of SOONER TECHNOLOGY's request.

12. **CONFIDENTIALITY.** For purposes of this Agreement, "Confidential Information" shall include any and all information that (i) is treated by the disclosing party as confidential or proprietary; (ii) would reasonably be viewed as confidential; (iii) would reasonably be viewed as having value to a competitor of the disclosing party; or (iv) for which the disclosing party is under an obligation to a third party to keep confidential. During the term of this Agreement and surviving the termination of this Agreement, both parties expressly agree not to copy, use, disclose or otherwise take advantage of any Confidential Information, or any tangible or intangible work product containing or referring to such Confidential Information for any purpose except as necessary for the performance of that party's obligations under this Agreement. The failure to abide by the terms of this Section 12 shall result in a Breach of this Agreement, and the offended party shall have all rights and remedies available to it under Oklahoma law.

13. **BINDING NATURE OF AGREEMENT.** This Agreement shall be binding and inure to the benefit of SOONER TECHNOLOGY and its successors and assignees and binding upon CLIENT and its successors and assignees. This Agreement may not be modified except by a written instrument signed by all parties.

14. GOVERNING LAW; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. All disputes arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of the state courts situated in Custer County, State of Oklahoma.

15. FORCE MAJEURE. No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature(including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, power surge, or interruption or failure of electricity or telephone service. Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

16. SEVERABILITY. If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision shall be severed or reformed to the extent necessary to be enforceable, and the remaining provisions hereof shall remain in full force and effect against the parties.

17. WAIVER OF CONTRACTUAL RIGHT. No delay or omission by either party to this Agreement in the exercise or enforcement hereof shall constitute the waiver of such power or right.

18. INDEPENDENT CONTRACTOR. It is understood by the parties that SOONER TECHNOLOGY is an independent contractor and not an employee of CLIENT. CLIENT will not provide fringe benefits, including but not limited to health insurance, paid vacation, paid leave, bonuses, or any other employee benefit, for the benefit of SOONER TECHNOLOGY or SOONER TECHNOLOGY employees.

19. ASSIGNMENT. SOONER TECHNOLOGY's obligations under this Agreement may be assigned or transferred to any other firm or corporation without the prior written consent of CLIENT. In the event of an assignment by SOONER TECHNOLOGY, SOONER TECHNOLOGY shall provide CLIENT with thirty (30) days' written notice of such assignment. The assignee of SOONER TECHNOLOGY will be held by all provisions of this Agreement separately and together. CLIENT shall not have the right to assign this Agreement, in whole or in part, without the express written consent of SOONER TECHNOLOGY.

20. INDEMNIFICATION. Both parties agree to indemnify, defend, and hold the other party harmless from any and all claims, losses, expenses, and fees, including reasonable attorney fees, costs, and judgments that may be asserted against the other party that result from the acts or omissions of either party, its employees, or agents, except where such act or omission is the result of a party's gross negligence.

21. NON-SOLICITATION. During the Term or any Renewal Term of this Agreement and for one (1) year after the Termination Date, SOONER TECHNOLOGY and CLIENT mutually agree not to solicit, for employment, each other's employees or contract with each other's independent contractors. It is further agreed that if SOONER TECHNOLOGY or the CLIENT does hire an employee, contractor or representative of the other party either directly or indirectly, that the offender will pay the other party as liquidated damages the sum of $30,000, which amount the parties agree is fair and reasonable under the circumstances, since damages are difficult to adequately determine. In addition, such liquidated damages shall not be construed so as to limit or bar the offended party from seeking any other remedies available to it under Oklahoma law.

22. NOTICES. All notices required or permitted under this Agreement shall be in writing and sent either (i) if to SOONER TECHNOLOGY, via email to info@soonertechnology.com or if to CLIENT, to len.lacefield@crhaok.com, or (ii) by hardcopy mailed to the applicable party at the corresponding address first set forth in the introductory paragraph of this Agreement.

23. SURVIVAL. The provisions in this document, which by their nature are intended to survive, shall survive the expiration or termination of this Agreement for the maximum period under Oklahoma law.

24. WARRANTY/DISCLAIMER. SOONER TECHNOLOGY makes no representation as to the material, workmanship, merchantability or fitness for any particular purpose for services provided hereunder except as required under Oklahoma law.

25. Data. All electronic data or information ("Data") that is stored on, or accessed through, any computers or systems is at risk at all times of being lost. Even though SOONER TECHNOLOGY may backup and keep multiple copies of this Data, CLIENT acknowledges and agrees that SOONER TECHNOLOGY will use commercially reasonable efforts to retrieve CLIENT's Data should a failure put such Data at risk. No guarantee or warranty is provided to be able to retrieve Data at any time or of any amount. All solutions for storing Data and recovery of that Data are third party products. SOONER TECHNOLOGY makes no claims on any third party's ability to perform as advertised or sold. Should SOONER TECHNOLOGY be at fault for the loss of Data due to its own negligence, then SOONER TECHNOLOGY will use commercially reasonable efforts to attempt recovery of Data at SOONER TECHNOLOGY's sole expense. If the CLIENT is at fault of the Data loss and recovery services are needed from other firms, such action will be at CLIENT's decision and CLIENT's sole expense.

26. ENTIRE AGREEMENT. This Agreement (including any and all Addendums hereto) constitutes the complete and exclusive statement of the agreement between parties, which supersedes all prior and concurrent proposals and understandings, whether oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

27. Headings. Section headings and captions are intended to be used solely for the purpose of ease of reference and shall not be construed or incorporated into the terms of this Agreement.

By electronically accepting this Master Services Agreement, Client hereby agrees to all terms and conditions of this Master Services Agreement, including Addendums, effective as of the date of such acceptance.

Addendum A
Services

This Addendum A is made effective immediately and is incorporated into the Agreement between SOONER TECHNOLOGY and CLIENT. This Addendum A further outlines the Services covered under the Agreement.

A. Services.

1. Covered Services. The following items and services are expressly included under the scope of Services under the Agreement ("Covered Services"):

(i) Firewalls: Installation, configuration, monitoring, management, and maintenance of firewall devices.
(ii) Wired Network Equipment: Support for switches, routers, printers and other wired network infrastructure, including setup, troubleshooting, and maintenance.
(iii) Wireless Network Equipment: Support for wireless access points, controllers, printers, and related equipment, including installation, configuration, monitoring, and issue resolution.
(iv) Computers: Support for company desktops, laptops, and other computer equipment, including operating system updates, software installation, and hardware troubleshooting.
(v) Software: Support for software directly installed on covered devices that are managed by the service provider that have an active support plan with the software manufacturer.
(vi) Servers: Support for physical and virtual servers, including maintenance, monitoring, backup management, and patching.
(vii) Company Employees: Assistance with business related IT issues for company employees, including account setup, password resets, and troubleshooting covered software or covered hardware.

2. Excluded Services. The following items and services are expressly excluded from the scope of Services and are not covered under the Agreement ("Excluded Services"):

(i) Third-Party Software: Support of software that is no longer supported by the manufacturer.
(ii) End-of-Life Equipment: Support for hardware or software that has reached end-of-life and is no longer supported by the manufacturer.
(iii) Custom Software Development: Development, customization, or debugging of proprietary or custom-built software applications.
(iv) Non-Standard Hardware: Support for devices or equipment not typically found in a corporate IT environment (e.g., IoT devices, smart home equipment, personally owned equipment).
(v) Non-Company Personnel: Support for individuals who are not direct employees of the company, including contractors and third-party vendors.
(vi) Software installed on devices that are not covered under the Managed Service Agreement or software that does not have an active support plan with the software manufacturer.
(vii) Major Software, Network, or Infrastructure Upgrades or Overhauls: Large-scale software or network upgrades, redesigns, or infrastructure changes outside of routine maintenance and updates.
(viii) Data Recovery Services for User-Caused Data Loss: Services related to data recovery due to accidental or intentional user deletion or corruption, beyond routine backup and restore capabilities.
(ix) Security Breach Remediation: Detailed forensics, legal advice, or extensive breach remediation beyond standard incident response.

3. Miscellaneous Services. Any services not explicitly listed under Covered Services will be considered outside the scope of the Agreement and may be subject to additional charges if SOONER TECHNOLOGY, in its sole discretion, chooses to provide such services to the CLIENT upon CLIENT's request.

Addendum B
Hourly Rates

This Addendum B is made effective immediately and is incorporated into the Agreement between SOONER TECHNOLOGY and CLIENT. This Addendum B further outlines the Hourly Rates provided to CLIENT under the Agreement,

which are subject to change as set out in the Agreement. A written document with the Hourly Rates may be attached to this Addendum B and incorporated herein so long as the written document with the Hourly Rates is signed and dated by SOONER TECHNOLOGY.

Hours Type	Time Frame	Rate (per hour)
Core Hours	8:00 AM – 5:00 PM	$175
After-Hours	Outside Core Hours	$262.50

Addendum C
Sooner Technology Equipment

This Addendum C is made effective immediately and is incorporated into the Agreement between SOONER TECHNOLOGY and CLIENT. This Addendum C further outlines the Sooner Technology Equipment provided to CLIENT under the Agreement. All Sooner Technology Equipment unintentionally excluded in good faith from this Addendum C shall be incorporated by reference into this Addendum C. A written document with the Sooner Technology Equipment may be attached to this Addendum C and incorporated herein so long as the written document with the Sooner Technology Equipment is signed and dated by SOONER TECHNOLOGY.

[See Attached]

Actions

Pritikin Virtual Full-Service Program Addendum
(Current ICR Provider)

This Pritikin Virtual Full-Service Program Addendum (this "Virtual Full-Service Addendum") dated as of _____ ("Virtual Full-Service Addendum Effective Date"), is entered into by and between Pritikin ICR LLC, a Delaware limited liability company ("Pritikin"), and _____ ("Provider") as an addendum to the Agreement entered into between the Parties, pursuant to which Provider obtains a license to utilize and administer the Pritikin ICR Program to its Patients, dated as of _____ (the "Agreement").

The purpose of this Virtual Full-Service Addendum is to set forth the terms, requirements, and roles and responsibilities related to Provider offering the Pritikin ICR Program to its Patients in a virtual environment, with the assistance of Pritikin related to the administration of ICR sessions to such Patients. In consideration of the mutual promises set forth below and in the Agreement, Pritikin and Provider agree to the following:

1. Certification Requirements. Provider shall comply with all enrollment requirements set forth in the Agreement and shall comply with all CMS requirements related to the administration of ICR sessions and shall regularly monitor and record each Patient's progress, including all relevant pre- and post- program biomarkers.

2. Operations.

2.1 Implementation and Training Requirements. Pritikin will assist Provider in implementing the virtual Pritikin ICR Program and will train all relevant Provider staff regarding virtual program operations. Such training will take place virtually.

2.2 Personnel Requirements. Provider shall employ or contract with duly qualified physicians and/or other appropriately qualified practitioners to remain compliant with all Medicare and other payor requirements, during the administration of ICR and CR sessions to Provider's Patients. Provider is responsible for ensuring that the Medical Director and any supervising practitioners are qualified and meet the requirements set forth at 42 C.F.R. § 410.49.

2.3 Patient Intake, Scheduling, and Treatment Plans.

(a) Provider will be responsible for creating or receiving all referrals of CR and ICR and for confirming the appropriateness of such referrals, including that the Patient meets the general coverage conditions for CR/ICR and that participating in a virtual CR/ICR program is clinically appropriate for the Patient.

(b) Provider will complete all benefits verification activities, including verifying payor coverage, communicating the patient responsibility to Patient, and obtaining all Patient consents, assignment of benefits, and all other necessary Patient forms, in accordance with Provider's own policies and procedures.

(c) Pritikin Personnel (as defined below in Section 2.4(a)) will conduct the scheduled initial evaluation and will develop a suggested Individual Treatment Plan (ITP) for review and approval by Provider's qualified personnel.

(d) Provider acknowledges and agrees that it is Provider's responsibility to approve and have the reviewed ITP signed in accordance with Medicare and any other applicable third party payor requirements.

2.4 Administration of Sessions.

(a) Employees or contractors of Pritikin ("Pritikin Personnel") (i.e., as appropriate, a Registered Dietitian, a Healthy Mindset Facilitator, or an Exercise Physiologist) will facilitate and conduct all scheduled CR and ICR sessions through the Platform utilizing the Pritikin Materials.

(i) Pritikin represents and warrants that all Pritikin Personnel are appropriately qualified, licensed, or certified, as required by applicable law to practice in their respective areas of

practice, including when applicable, licensed to practice in the state where the Facility is located. Additionally, Pritikin represents and warrants that neither it nor any Pritikin Personnel is currently, or has been in the past, excluded from participation in Medicare, Medicaid or any other governmental third-party payment program.

(ii) Pritikin shall also maintain professional liability insurance policies in amounts customary of the profession and licensure of the Pritikin Personnel.

(iii) When administering the sessions, Pritikin will require the Pritikin Personnel to follow the direction of the supervising practitioner, follow all treatment plans approved by Provider related to its Patients.

(b) During all scheduled sessions, Provider shall be responsible for ensuring that all supervision requirements are met and documented consistent with Medicare and any other payor requirements. Provider shall communicate such availability and contact information for such supervising practitioner through the Platform and in a time and manner requested by Pritikin.

2.5 Medical Records Documentation and Billing and Collection for Sessions.

(a) Pritikin shall provide Provider with all necessary documentation of sessions completed for each Patient through the Platform.

(b) Provider shall be responsible for all coding and billing activities related to administered CR and ICR sessions, including submitting claims to all third-party payors and collecting all patient responsibility amounts (i.e., copays and coinsurance). Provider shall be responsible for maintaining all patient records and documentation necessary to support billing for the session within its electronic health record system.

2.6 Mobile Devices. Pritikin will provide Patients with a tablet (or other similar mobile device) ("Mobile Device") when such Patients require a Pritikin-issued Mobile Device in order to participate in ICR sessions. Pritikin's provision of Mobile Devices shall be subject to the following:

(a) Neither Provider nor Patients acquire any right, title, or interest in any Mobile Device, including the right to sublease, rent, share, transfer, or otherwise give away the Mobile Devices.

(b) The Mobile Devices are to be used solely to allow Patients to participate in the Pritikin ICR Program (the "Permitted Purpose") and shall not be permitted to be used for any other purpose, including without limitation, web browsing, streaming music, videos, games, or other content. Any excessive data overages due to Mobile Device user activity beyond the scope of the Permitted Purpose will be borne by Provider.

(c) Pritikin will have the right to install appropriate Mobile Device Management software ("MDM") for remote configuration and support on the Mobile Devices, and to the extent such MDM includes transmitting location data to Pritikin, Provider acknowledges that Pritikin may request Patient consent and agreement to the collection of such data, the use of which will be limited to the issuance of the Mobile Device. Additionally, as part of the issuance of the Mobile Devices to Patients, Provider agrees that Pritikin, at its election, may obtain an agreement from relevant Patients related to appropriate use and return of the Mobile Device.

2.7 Pritikin Platform. Pritikin grants to Provider a limited, nonexclusive, nontransferable, nonsublicensable license to use and access the technology platform supported by Pritikin (the "Platform") during the term of this Virtual Full-Service Addendum.

(a) Terms and Conditions of Use. Provider and any persons provisioned direct access to the Platform (i.e., persons issued a username and password), as determined by Provider (including clinicians and when applicable, Patients), are referred to herein as "Users." Users must comply with the Platform's standard terms of use, and each User will be required to agree to the same upon logging into the Platform. Pritikin reserves the right to terminate a User's access to and use of the Platform if such User materially breaches any of the applicable terms of use.

(b) General Restrictions. Except as otherwise explicitly provided in this Virtual Full-Service Addendum or as may be expressly required by applicable law, Provider shall not, and will not authorize

a User or any other third party to: (a) use or copy the Platform, any component of the Platform, or any of the data, algorithms and calculations, or any portion thereof, except as expressly authorized in this Agreement; (b) copy, modify, or prepare derivative works based upon the Platform; (c) alter, remove, or obscure any copyright or other proprietary notices or labels on or in the Platform; (d) circumvent or disable any technological features or measures in the Platform; (e) interfere with or disrupt the integrity or performance of the Platform; (f) claim any rights to or ownership of (except through the rights granted under Agreement) the Platform or any derivative thereof; or (g) attempt to gain unauthorized access to the Platform. Additionally, Provider's use of the Platform is explicitly limited to is activities and operations related to the Pritikin ICR Program; the Platform shall not be used by Provider for operations that are unrelated to the Pritikin ICR Program or to conduct personal business.

(c) Provider Obligations. Provider shall procure and maintain the equipment and meet the technical specifications required by Pritikin, as communicated to Provider by Pritikin, for all Users to access and use the Platform.

(d) WARRANTY DISCLAIMER. PRITIKIN MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER RELATED TO THE PERFORMANCE OF THE PLATFORM. PRITIKIN EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE, AND ALL DELIVERABLES HEREUNDER ARE ACKNOWLEDGED TO BE "AS IS" AND "WHERE IS." THE PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PRITIKIN IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS OR WHICH MAY ARISE DUE TO A USER'S MISUSE OF THE PLATFORM OR TECHNICAL OR EQUIPMENT LIMITATIONS.

3. Certification Payments. In return for Provider's ability to offer the Pritikin ICR Program to its Patients, use of the Marks and Pritikin Materials, and receipt of the materials and services described in this Virtual Full-Service Addendum, Provider will pay Pritikin sixty percent (60%) of the per session Medicare approved reimbursement rate (including all copays and coinsurance), as set forth below, for all ICR and CR exercise and education session administered to Patients hereunder ("Full-Service Certification Payments"). For avoidance of doubt, a "session" for purposes of this Virtual Full-Service Addendum is counted at the patient level (i.e., if two 1-hour sessions are administered to 5 Patients in a single day, then 10 sessions were administered that day). The Medicare reimbursement amount used in this calculation will be the geographically adjusted reimbursement rate for Healthcare Common Procedure Coding System billing codes G0422 and G0423, or any replacement thereof, published by CMS annually for the relevant payment system for the Provider. The relevant payment system shall be the Medicare Hospital Outpatient Prospective Payment System, if Provider is a hospital, and the Medicare Physician Fee Schedule, if Provider is a physician group. For avoidance of doubt, the fees associated with any CR or ICR sessions administered by Provider in a facility-based environment shall be governed solely by the Certification Payment terms set forth in the Agreement, and except for fee calculation purposes, references to "Certification Payments" in the Agreement shall be construed as including the Full-Service Certification Payments.

4. Term and Termination.

4.1 Term. The initial term of this Virtual Full-Service Addendum shall begin on the Virtual Full-Service Addendum Effective Date and end twelve (12) months following the administration of the first ICR session pursuant to this Virtual Full-Service Addendum (the "Full Service Addendum Initial Term"). Thereafter, this Virtual Full-Service Addendum shall automatically renew for successive renewal terms of one (1) year each, unless either Party gives the other Party one hundred eighty (180) days' prior written notice of its intent not to renew this Virtual Full-Service Addendum.

4.2 Termination. This Virtual Full-Service Addendum shall be governed by the termination provisions set forth in the Agreement. Additionally, Either party may terminate this Virtual Full-Service Addendum upon one hundred eighty (180) days' prior written notice to the other Party, provided that the effective date of termination may not be until after the Full Service Addendum Initial Term.

5. Application of the Agreement. To the extent that they are not inconsistent with this Virtual Full-Service

Addendum, all other provisions of the Agreement (including both rights and obligations) shall remain in full force and effect and apply to this Virtual Full-Service Addendum. In the event of a conflict between the Agreement and this Virtual Full-Service Addendum, the provisions of this Virtual Full-Service Addendum shall control.

6. Definitions. Unless otherwise specifically modified by this Virtual Full-Service Addendum, all capitalized terms in this Virtual Full-Service Addendum shall have the same meanings as assigned in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Virtual Full-Service Addendum as of the day first set forth above.

PRITIKIN ICR LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____