Cleveland County
Health Department

CLEVELAND COUNTY BOARD OF HEALTH
CLEVELAND COUNTY HEALTH DEPARTMENT
250 12th Avenue N.E., Norman, OK
North Conference Room
7:30 a.m.

January 12, 2021
AGENDA

I. Call to Order

II. Approval of November Meeting Minutes

III. Staff Reports

A. Children First –Tracie Rochester

B. Environmental Health – Amy Allen

C. Community Health Education and Planning –Sara King

D. Nursing – Raelina Tucker

E. Sooner Start – Rodney Barrett

F. Administration – Jackie Kanak

IV. Action Item: Consideration and Approval of Norman Regional Health System and The Well Agreements

V. Other Matters

VI. Adjourn

Cleveland County
Health Department

Board of Health Meeting
Date: January 12, 2021

Members Present: Darry Stacy, Pepper Martin, Todd Gibson, Harold Haralson, Michael Messerli, Holly Nevels

Others Present: Corey Colen, Lisa Connery, Jackie Kanak, Rodney Barrett, Jody Hartwig

The notice of the meeting was posted in the front lobby of the Cleveland County Health Department from January 7, 2021 through January 12, 2021. Notice of this meeting was also on file at the Cleveland County Courthouse.

Darry Stacy called the meeting to order at 7:31am with a quorum present. The minutes were read and the motion was made by Michael Messerli and seconded by Todd Gibson to accept the minutes from November 2020. All were in favor.

Business:

Staff Reports: **Children First**	Natalie Dixon distributed copies of the December 2020 Children First report to the Cleveland County Board of Health members and staff (please see attachment). Jackie Kanak presented the Children First report for December 2020 to the Cleveland County Board of Health and staff.	
Environmental Health	Natalie Dixon distributed copies of the December 2020 Environmental Health report to the Cleveland County Board of Health members and staff (please see attachment). Jackie Kanak presented the Environmental Health report for December 2020 to the Cleveland County Board of Health and staff.	

Sooner Start	Natalie Dixon distributed copies of the December 2020 Sooner Start report to the Cleveland County Board of Health members and staff (please see attachment). Rodney Barrett presented the Sooner Start report for December 2020 to the Cleveland County Board of Health and staff. Rodney advised that he had recently hired 2 new staff.	
Administration	Natalie Dixon distributed copies of the December 2020 Administration report to the Cleveland County Board of Health members and staff (please see attachment). Jackie Kanak presented the Administration report for December 2020 to the Cleveland County Board of Health members and staff. Jackie advised that staff were primarily focused on COVID-19 vaccine efforts. There are vaccine PODs at the Sooner Fashion Mall on Mondays – Wednesdays. Jackie advised that a new vaccine scheduling portal had opened last week and that the initial problems with the portal should be fixed. Jackie advised that CCHD is working with OU to get iPads to help check in clients for vaccine appointments. Darry Stacy asked if the vaccine inventory consistent. Jackie advised that the inventory coming in is not always consistent. Lisa Connery advised that it might be a good idea to send out more specific information to doctors and clinics so that they can advise their clients how the vaccine roll-out will work.	

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Other Matters: Consideration and Approval of NRHS and The Well Agreements	Darry Stacy presented agreements between Norman Regional Hospital System (NRHS) and the Cleveland County Health Department (CCHD) to the Cleveland County Board of Health members and staff (please see attached).	Motion was made by Holly Nevels and was seconded by Todd Gibson to approve the agreements between NRHS and CCHD. All were in favor
Other Matters:	Darry Stacy thanked the staff at the Cleveland County Health Department for their continued efforts in COVID-19 response efforts. Todd Gibson thanked the staff as well.	
Adjournment:	Board of Health Meeting adjourned at 8:12am	Motion was made by Todd Gibson and was seconded by Michael Messerli.

Chairman
Cleveland County Board of Health

Minutes prepared by Natalie Dixon, Accreditation Coordinator and Corey Colen, Administrative Programs Officer

Children First: Oklahoma's Nurse-Family Partnership

By Tracie Rochester RN, MPH

Board of Health Meeting

Stats from December 2020

	Cleveland County	Grady County	McClain County
Completed visits	101	12	11
Active clients	90	7	10
New referrals	8	6	1
Pending referrals	16	6	2

Staffing: We currently have five full-time nurses and one lead nurse.

Productivity: The average number of clients per nurse was 21 with a range of 20 to 23. The average number of completed telephone visits was 34 with a range of 45 to 16. Several of the nurses were on leave during December and many hours were also spent assisting with COVID-19 response.

Training: COVID-19 vaccine training for both the Pfizer and Moderna vaccine along with refresher training on our anaphylaxis protocols.

To: Cleveland County Board of Health
From: Amy Allen, Environmental Health Supervisor
Subject: Environmental Report
Date: January 12, 2021

Program Updates in Response to COVID-19:

As of March 2nd, routine inspections were paused indefinitely. Complaints, plan reviews, and new licensures are being worked as needed. As of June 1st, routine inspections have began again with a focus on education and meeting the state mandate. Inspectors are frequently pulled in to help with COVID-19 response and few inspections are occuring.

As of March 12th, all food handler classes have been canceled and our pool operator's course has been delayed indefinitely. We are working on a plan to continue food handler classes safely and to offer an on-line version.

Staff have been reassigned to help with various COVID-19 response activities. These include:

- Sending information to facilities and providing consultation on changing emergency rules and guidance on social distancing, cleaning, and employee health
- Working closely with local farmer's markets to ensure they have the information to set up safely
- Preparing for SNS Warehouse activation, which they will help staff if activated
- Supporting nurses and National Guard with contact tracing
- Supporting nurses with case investigation
- Delivering supplies between offices
- Printing and assembling signage, posters, and forms
- Screening those who enter the building
- Staffing swab PODs
- Staffing LTC strike teams
- Staffing test result strike teams
- Staffing vaccination PODs
- OSIIS data entry

Amy Allen is currently the Deputy Logistics Chief with the OSDH District 6 Incident Management Team, providing support to all branches of the local response.

Closures:

Events worked by Cleveland County Staff

Event	Date

Complaints:

Restaurants:

Various complaints were worked. All complaints were addressed with the management of the facility. The inspector assisted in finding a resolution to the complaint (if it was valid) and performed on site education when needed.

Dog Bite Investigations:

Various complaints were worked. In cooperation with the Cleveland County Sheriff's office, Norman Animal Welfare, Moore Animal Welfare, and Noble Police Department all bite incidences were resolved. Most of the bites were resolved by requiring the owner to quarantine the biting animal for a 10 day observation period following the bite incident. All animals were required to update the biting animal's rabies vaccination if necessary.

Truck Wrecks:

No truck wrecks were directly worked.

Enforcement:

No facilities in Cleveland County are currently on enforcement, with the exception of a few facilities for non-payment of license. We are continuing to work with management, corporate offices and owners of all licensed facilities to try to educate, mediate and correct violations so that the inspections do not result in further enforcement procedures.

Environmental Report

2020/Quarter 4	Oct	Nov	Dec	Quarterly Total
Food Cards Issued	0	0	0	0
Food school Failures	0	0	0	0
Replacement Cards	1	2	2	9
Plan Reviews	8	3	9	26
Temp Licenses	3	14	0	3

Recent Plan Reviews

Establishment	Address	City	Date Submitted
Native Harvest	829 SE 4th	Moore	10/7/2020
Thai D Cuisine	780 W Main st	Norman	10/12/2020
Oklahoma Axe Factory	938 N Flood Ave	Norman	10/14/2020
Rescue Nutrition	101 N Main	Lexington	10/20/2020
Braum's Ice Cream	414 Nw 32ND sT	Newcastle	10/21/2020
Cocina del Sol	118 N Main St	Noble	10/26/2020
TLC Cannabis	2627 Classen Blvd Ste 120	Norman	10/29/2020
Herb Life Processing LLC	2845 Broce Dr Ste C	Norman	10/30/2020
Let's Taco Bout It	120 N Main St	Newcastle	11/3/2021
7-11	1201 12th Ave NE	Norman	11/12/2021
Taqueria Hildalgo	1305 N Porter Ave	Norman	11/30/2021
Delish Nutrish Cafe & Meal Prep	2205 W Main St Ste 1	Norman	12/1/2021
Platinum Leaf	401 S Broadway Ave Ste A	Moore	12/1/2021
Share Tea Boba Shop	937 SW 25th St	Moore	12/1/2021
Divine Energy Nutrition	863 12th Ave NE	Norman	12/3/2021
American Cannabis Co	1913 Telephone Rd	Moore	12/10/2021
The Green Jackpot	1404 W Lindsey St	Norman	12/10/2021
B-B Dispensary	741 NW 12th St	Moore	12/14/2021
Graze Craze	3451 36th Ave NW Ste 110	Norman	12/28/2021
405 Burger Bar	1429 George Ave	Norman	12/30/2021

Cleveland County Board of Health
Administrator's Report
January 12, 2021

1. **Personnel**

   a. Authorized Vacancies: 10 Active FTEs, 2 Active Part-Time Employees
      i. 1 Occupational Therapist (Sooner Start)
      ii. 2 Registered Nurses
      iii. 1 APRN
      iv. 2 COVID-19 Vaccine Specialists
      v. 2 Administrative Technician IIIs
      vi. 1 WIC Nutrition Technician
      vii. 1 Public Information Officer
      viii. 1 Registered Nurse (Part-Time)
      ix. 1 Administrative Technician III (Part-Time)

2. **Operations**

   a. Jackie Kanak will provide updates

NORMAN
REGIONAL
Health System

901 N. Porter Avenue
Norman, OK 73071

Tel: 405.307.1000

January 4, 2021

Cleveland County Health Department
Attn: Cleveland County Commissioner Darry Stacy
250 12th Ave. N.E.
Norman, OK 73071

Re: Community Partnership – Cleveland County Healthy Living Block (The Well)

Dear Commissioner Stacy:

Norman Regional Hospital Authority, an Oklahoma public trust d/b/a Norman Regional Health System ("NRHS"), is excited for this opportunity to act as a community partner with the Cleveland County Health Department ("CCHD") to sponsor The Cleveland County Healthy Living Block ("The Well"), which supports our mission to serve our community as the leader in health and wellness care.

The Well has been designed to encourage healthier lifestyles with convenient access to health education, walking trails, demonstration classes, the Farmers Market fresh fruits and vegetables and integrative healthcare services. This letter agreement sets forth the terms under which NRHS will provide an ongoing community contribution to CCHD to support these operations of The Well.

NRHS agrees to contribute to CCHD $25,600 per year, payable in equal quarterly installments beginning on the Commencement Date of the Lease Agreement between NRHS and CCHD (the "Lease"), to support the ongoing health and wellness activities of The Well. NRHS agrees to provide this community contribution for a total of five years; provided, NRHS's obligations under this letter agreement will terminate upon the expiration or earlier termination of the Lease. CCHD agrees NRHS will have free and convenient access to all the conference rooms and community spaces located in The Well as needed and requested.

It is understood and agreed NRHS and CCHD are at all times acting as independent contractors and the relationship between the parties shall not constitute a partnership, joint venture or agency. Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other party, without the prior consent of such other party.

NRHS believes this partnership with CCHD will help achieve our health and wellness goals for the residents of Cleveland County. If you have any questions, please do not hesitate to contact me. I ask that you please sign and return a copy of this letter to me at your earliest convenience.

Sincerely,

Richie Splitt

Richie Splitt, FACHE
President & Chief Executive Officer

Cc: Paula Price, Vice President, Strategy & Growth

Cleveland County Health Department

By: Jackie Kanak
Print Name: Jackie Kanak
Title: Revenue Director
Date: 1/12/2021

COMMUNITY PARTNERSHIP TERMS AND CONDITIONS

These Community Partnership Terms and Conditions apply to the community contribution of capital equipment funding (the "Contribution") from Norman Regional Hospital Authority, an Oklahoma public trust d/b/a Norman Regional Health System ("NRHS"), to the Cleveland County Health Department ("CCHD") in order to assist CCHD with constructing The Cleveland County Healthy Living Block ("The Well") facilities to provide services to all citizens of Cleveland County in order to promote healthy living.

1. Community Partnership Terms and Conditions

1.1 NRHS is contributing a total of $400,000 to CCHD. The Contribution will be completed on January 29, 2021. Approximately $179,912 of the Contribution will be used to fund the build out of an 800 sq. ft. wellness clinic in The Well, located at 210 S. James Garner Avenue, Norman, Oklahoma, which NRHS will operate and lease from CCHD pursuant to a Lease Agreement. A 10% contingency of the approximated construction cost will be allocated from the contribution amount for change orders related to the build-out of the clinic space. The proposed floor plan of the wellness clinic is attached hereto as Exhibit A. CCHD will use the remaining Contribution funds to complete the remainder of the buildout of The Well.

1.2 Once the Contribution has been made and accepted by CCHD, any changes to the terms and conditions contained herein may be made only upon mutual agreement of NRHS and CCHD.

2. Rights and Obligations of CCHD

2.1 CCHD will be responsible for coordinating the buildout of the wellness clinic in The Well. CCHD will consult with NRHS regarding the design and construction of the space.

2.2 Any payment made by NRHS accrues to CCHD and will be used by CCHD for a purpose that, in the sole discretion of CCHD acting by and through the Cleveland County Board of Health, corresponds and promotes healthy living of all citizens of Cleveland County as described herein.

2.3 Once made and accepted, the Contribution is final and non-refundable.

3. Rights and Obligations of NRHS

3.1 NRHS cannot derive any rights from the Contribution other than CCHD will use the donated funds for the purpose stated above.

4. Legal

4.1 Should any dispute arise as a result of this Contribution, Oklahoma law shall apply with venue being in Cleveland County, Oklahoma.

4.2 It is understood and agreed the relationship between NRHS and CCHD created by virtue of the Contribution shall not constitute a partnership, joint venture or agency. Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other party, without the prior consent of such other party.

"CCHD" CLEVELAND COUNTY HEALTH DEPARTMENT

By: Jackie Kanak

Name: Jackie Kanak

Title: Regional Director

Date: 1/12/2021

"NRHS" NORMAN REGIONAL HOSPITAL AUTHORITY

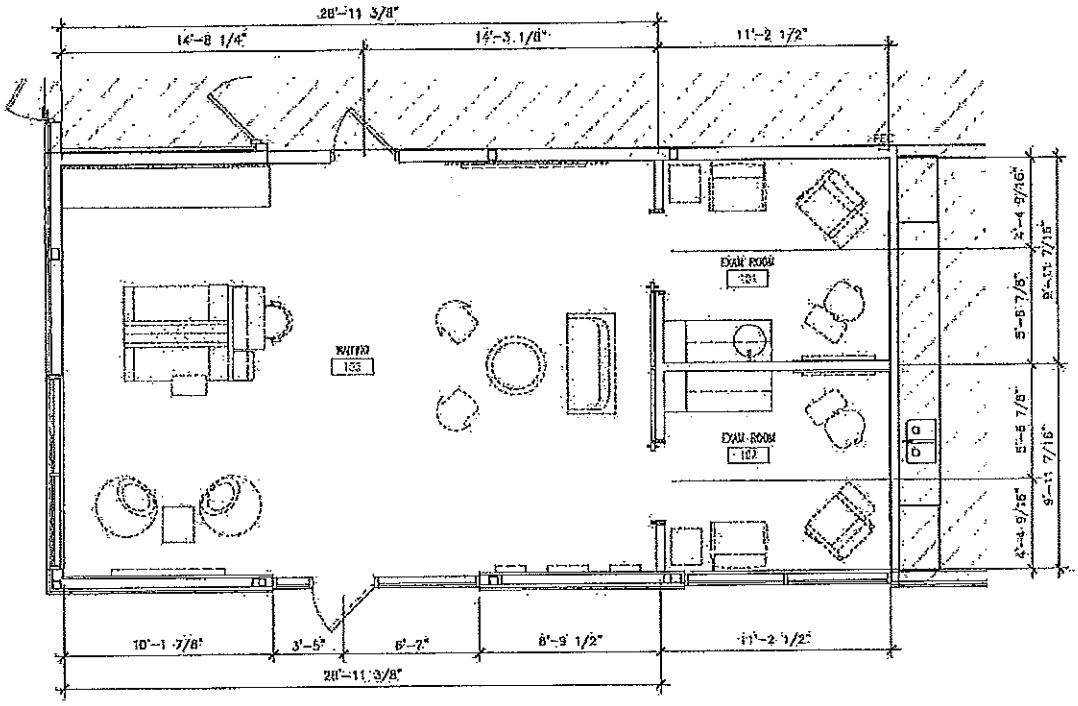
By: Richie Splitt

Richie Splitt, FACHE
President & CEO

Date: January 4, 2021

EXHIBIT "A"

Space consisting of approximately 800 sq. ft.



LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), is entered into effective January 4, 2021, by and between the **CLEVELAND COUNTY HEALTH DEPARTMENT** ("Landlord"), and **NORMAN REGIONAL HOSPITAL AUTHORITY**, an Oklahoma public trust d/b/a Norman Regional Health System ("Tenant").

IN CONSIDERATION of the rent reserved by Landlord as set forth herein, the covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **LEASE**. Landlord leases and rents to Tenant, and Tenant leases and rents from Landlord, that certain space in The Well, 210 S. James Garner Avenue, Norman, Oklahoma (the "Building"), which space is more particularly described on **Exhibit "A"** (the "Leased Premises"), together with the non-exclusive right to use in common with the public and other tenants and occupants of the Building and their respective invitees, the hallways, elevators, lobbies, walkways, plazas, driveways, public parking areas located in the Building or on the real estate upon which the Building is located (the "Real Estate"), and all other parts of the Building designated by Landlord from time to time as intended for use by the general, non-exclusive public and other tenants and occupants of the Building (collectively the "Common Areas").

2. **TERM**. It is the intent of the parties that this Lease remain in place for a minimum term of five years. However, all parties acknowledge that, as a governmental agency, Landlord is prohibited from contracting in excess of one year terms. Accordingly, this Lease shall begin on the date Tenant first occupies the Leased Premises (the "Commencement Date") and will expire on the June 30th next following the Commencement Date at which time it will be renewed by agreement of the parties for additional fiscal year(s). Either party may terminate this Lease Agreement with one-hundred and eighty days' notice to the other party.

3. **RENT**. During the term of this Lease, Tenant agrees and promises to pay to Landlord rent in the amount of $1,200 per month (based on $18.00 per square foot), payable without notice or demand, prorated for any partial month.

4. **USE OF LEASED PREMISES**. Tenant will not use or permit any portion of the Leased Premises to be used for any purpose other than medical and wellness office use and uses incidental thereto, except as otherwise authorized in writing by Landlord. Tenant will comply with all requirements of governmental authorities having jurisdiction over the Leased Premises and cause Tenant's agents, employees and invitees to comply with the foregoing.

5. **HOURS OF OPERATION AND LANDLORD'S SERVICES**. So long as Tenant is not in default, Landlord agrees it will operate the Building and provide services as follows:

5.1 **Building Hours**. The normal hours of operation of the Building will be 8:30 am-5:00 pm Monday-Friday, 8:00 am-12:00 pm Saturdays, and extended hours until 7:00 pm Tuesdays from April through October for farm market days. The Building will also be open for periodic after-hours events at the discretion of The Well staff. The Building will be closed on Cleveland County holidays approved annually by the Board of County Commissioners. Tenant

and its employees and agents shall have access to the Leased Premises during all other hours, subject to compliance with such security measures as shall from time to time be in effect for the Building.

5.2 **Services; Utilities.** Landlord, at its sole cost and expense, will furnish (a) all necessary utilities, including heat and air conditioning, elevators, water, and electricity, and (b) repairs not necessitated by the acts or omissions of Tenant, to the Leased Premises and the Building. Tenant will furnish janitorial services to the Leased Premises. Landlord will furnish janitorial services to the remainder of the Building.

5.3 **Landlord's Maintenance.** Landlord shall, at its sole cost and expense, keep in good repair all structural and exterior parts of the Building and Leased Premises. Landlord shall be responsible for ensuring ADA compliance in the Building. Landlord represents and warrants that the Building and Leased Premises are ADA compliant as of the Commencement Date. Notwithstanding the foregoing, Tenant will be responsible for ensuring ADA compliance in the Leased Premises during the term.

6. **QUIET ENJOYMENT.** Landlord agrees if Tenant pays rent and performs all other obligations of Tenant hereunder, Tenant will peacefully hold the Leased Premises.

7. **INSURANCE.**

7.1 **Insurance.** Tenant will maintain, at Tenant's expense, throughout the term of this Lease, policies of insurance insuring Tenant and Landlord (as its interest may appear) against (i) risks of loss covering Tenant's personal property in the Leased Premises and any Leasehold Improvements, and (ii) liability for injury to or death of persons occasioned by or arising out of or in connection with Tenant's occupancy of the Leased Premises, such policy or policies to have not less than $1,000,000 combined single limit coverage, which shall name Tenant as the insured and Landlord as an additional insured. Tenant will furnish Landlord with a certificate of insurance evidencing such coverage upon request.

7.2 **Subrogation.** Each party hereby waives any cause of action which such party or anyone claiming by through, or under it, by subrogation or otherwise, might now or hereafter have against the other party on account of any loss or damage which is insured against under any insurance policy required under this Lease or otherwise placed with respect to the Building or the Leased Premises. Each party agrees to provide to the other party a waiver of subrogation endorsement to all such policies of insurance held by such party.

8. **ALTERATIONS AND REPAIRS.** Tenant will make no alterations or additions, excluding moveable personal property and furniture ("Leasehold Improvements") to the Leased Premises without the prior written consent of Landlord. Any Leasehold Improvements shall become Landlord's property upon installation, unless at the time of such installation Landlord notifies Tenant that such additions shall remain the property of Tenant, with respect to which Tenant shall, upon the termination of this Lease, remove such property and repair any damage to the Leased Premises caused by such removal. Landlord and Tenant agree that Tenant may furnish the Leased Premises with furniture, equipment, and technology necessary for its operations therein, all are approved by Landlord, and none of such furniture, equipment, and technology shall become

Landlord's property but shall at all times remain the property of Tenant. Tenant will remove its furniture, equipment, and technology upon expiration or earlier termination of this Lease.

9. **MAINTENANCE**. Tenant will, at Tenant's expense, maintain the Leased Premises and any Leasehold Improvements in sound condition and good repair.

10. **TENANT'S PERSONAL PROPERTY**. Tenant shall be solely responsible for all personal property, furniture, or fixtures placed in or on the Leased Premises by Tenant. Tenant shall be liable for all taxes levied or assessed against personal property, furniture, or fixtures placed or installed by Tenant in the Leased Premises.

11. **DELIVERY UPON TERMINATION**. On the termination of this Lease, Tenant will remove all personal property and furniture of Tenant and deliver the Leased Premises and the Leasehold Improvements (except those Leasehold Improvements to be removed by Tenant in accordance with this Lease) to Landlord in the condition which existed at the beginning of the term, ordinary wear and tear excepted. Tenant shall repair any damage to the Leased Premises caused by the removal of such property.

12. **SIGNS**. Tenant may place signs on the Leased Premises, the Building and/or the Real Estate, with Landlord's approval, which shall not be unreasonably delayed or denied.

13. **ASSIGNMENT AND SUBLETTING**. Tenant will not assign or encumber this Lease or any interest herein or sublet the Leased Premises, in whole or in part, without the prior written consent of Landlord.

14. **CONDEMNATION**. If any portion of the Leased Premises or the Building is taken or condemned for any public use or purpose by right of eminent domain, or is transferred by agreement in lieu of or under threat of condemnation, at the option of Landlord exercised by giving written notice to Tenant, this Lease will terminate as of the date Tenant is required to yield possession. If Landlord elects that this Lease shall continue unaffected, rent due hereunder shall be revised to reflect the resulting changes in the Building and the Leased Premises. In the event a significant portion of the Leased Premises is taken or condemned for any public use or purpose by right of eminent domain, or is transferred by agreement in lieu of or under threat of condemnation, which materially adversely affects Tenant's use of the Leased Premises, at the option of Tenant exercised by giving written notice to Landlord, this Lease will terminate as of the date Tenant is required to yield possession. In all cases, Landlord will receive the entire award from any such taking (or the entire compensation paid on account of any transfer by agreement) and Tenant will have no claim thereto.

15. **CASUALTY**. If the Leased Premises are damaged by fire or other casualty and such damage cannot be repaired within one hundred twenty days from the date of occurrence (as estimated by Landlord as soon as reasonably practicable after the occurrence of such damage), this Lease, at the option of Landlord, exercised by giving written notice to Tenant within thirty days after the occurrence of each damage, will terminate as of the date such notice is given. On such termination Tenant will pay rent and all other obligations of Tenant apportioned to the date on which such damage occurred and will immediately surrender the Leased Premises to Landlord. If the damage can be repaired within one hundred twenty days from the date of occurrence, or if

Landlord does not exercise the option to terminate this Lease, Landlord will make the necessary repairs and this Lease will continue in effect, but the rent will be equitably reduced or abated until such repairs are made, unless such damage is so slight that Tenant's occupancy of the Leased Premises is not materially interrupted or unless such damage was caused by Tenant, its agents, guests, or invitees, in which cases the rent will not be abated or reduced.

16. **ENTRY**. Due to Tenant's status as a "Covered Entity" under HIPAA, except in emergency situations, Landlord and Landlord's agents, employees and contractors may not enter the Leased Premises without at least 24 hours advance notice to Tenant, and Tenant reserves the right at all times to have a Tenant representative accompany Landlord and Landlord's agents, employees and contractors into the Leased Premises.

17. **HOLDING OVER**. If Tenant continues to occupy the Leased Premises after the expiration or other termination of the term of this Lease with the consent of Landlord, such holding over will, unless otherwise agreed by Landlord in writing, constitute a tenancy at will on a month-to-month basis subject to all of the other provisions set forth herein.

18. **ABANDONED PROPERTY**. All personal property not removed by Tenant from the Leased Premises within fifteen days after the expiration or earlier termination of the term of this Lease will be conclusively presumed to have been abandoned by Tenant and Landlord may, at Landlord's option, thereafter take possession of such property and either declare the same to be the property of Landlord or, at the expense of Tenant, dispose of such property in any manner and for such consideration Landlord, in Landlord's sole discretion, deems advisable.

19. **DEFAULT**. The following events will be deemed to be events of default by Tenant under this Lease (each an "Event of Default"): (a) failure to pay any rent or other sum payable by Tenant hereunder when due; (b) failure to comply with any material term of this Lease; (c) abandonment of any portion of the Leased Premises; (d) the filing by or against Tenant of any proceedings under the federal bankruptcy act or any similar law; (e) the adjudication of Tenant as bankrupt or insolvent in proceedings filed under the federal bankruptcy act or any similar law; (f) the insolvency of Tenant or the making by Tenant of a transfer in fraud of creditors or an assignment for the benefit of creditors; or (g) appointment or a receiver for Tenant or any of the assets of Tenant.

20. **REMEDIES**. On the occurrence of any Event of Default, before exercising any remedies relating thereto, Landlord shall give written notice to Tenant, and Tenant shall have thirty days from receipt of such notice to cure such Event of Default. If Tenant has not cured any such Event of Default within such cure period, Landlord may terminate this Lease, in which event Tenant will immediately surrender the Leased Premises to Landlord, but if Tenant fails to do so, Landlord may, without notice and without prejudice to any other remedy Landlord might have, enter and take possession of the Leased Premises and remove Tenant and Tenant's property therefrom without being subject to any claim for damages therefor. Tenant shall pay Landlord all costs incurred by Landlord in any such action, including the costs of taking possession of and repairing any damage to the Leased Premises, and all other damages caused by Tenant's default.

21. **WAIVER OF DEFAULT**. No action by Landlord during the term of this Lease will be deemed an acceptance of an attempted surrender of the Leased Premises and no agreement

to accept a surrender of the Leased Premises will be valid unless made in writing and signed by Landlord.

22. **ATTORNEYS' FEES**. If either party brings any action to enforce any provisions of this Lease, the prevailing party shall be entitled to recover all reasonable attorneys' fees and other expenses incurred in connection therewith.

23. **MECHANIC'S AND MATERIALMEN'S LIENS**. If any mechanic's or materialmen's liens shall at any time be filed against the Leased Premises by reason of any work, labor, services, materials, or equipment furnished at the direction of Tenant, Tenant, within thirty days after notice of the filing shall cause the same to be fully satisfied by bond or otherwise.

24. **LANDLORD'S TRANSFER**. Landlord (and any transferee of Landlord), may at any time, with notice to Tenant, transfer Landlord's interest in the Building to any other party. In the event Landlord transfers Landlord's interest in the Building, Landlord will thereby be released from any obligation hereunder accruing from and after such transfer, and Tenant agrees to attorn to and look solely to the transferee for the performance of such obligations.

25. **SUBORDINATION**. This Lease and all rights of Tenant hereunder shall be subject and subordinate to any mortgage, security agreement or other encumbrance which may now or hereafter affect or be imposed upon Landlord's interest in the Building or the Real Estate (each being an "Encumbrance"). Tenant agrees to execute and deliver to Landlord from time to time within ten business days after written request by the holder of any Encumbrance (each being a "Mortgagee"), all documents which might be required to confirm such subordination, provided such documents contain the agreement of any such Mortgagee not to disturb Tenant in the event of the foreclosure (judicially or by power of sale), so long as Tenant is not in default under this Lease.

26. **ESTOPPEL CERTIFICATE OR THREE-PARTY AGREEMENT**. At Landlord's request, Tenant will execute any other estoppel certificate in form and substance satisfactory to Landlord, addressed to Landlord and any Mortgagee or any three-party agreement in form and substance satisfactory to Landlord, among Landlord, Tenant and any Mortgagee certifying to such facts (if true) and agreeing to such notice provisions and other matters as such persons may reasonably require.

27. **NOTICES**. All notices, requests, demands, instructions, or other communications called for hereunder or contemplated hereby shall be in writing and shall be deemed to have been given if personally delivered in return for receipt or mailed, first class, postage prepaid, by registered or certified mail, return receipt requested to the parties at the following addresses:

LANDLORD: Cleveland County Health Department

_____

_____

Attn:_____

TENANT: Norman Regional Hospital Authority

901 N. Porter Avenue
Norman, OK 73071
Attn: Paula Price, VP, Strategy & Growth

with a copy to:

Norman Regional Hospital Authority
901 N. Porter Avenue
Norman, OK 73071
Attn: Risk Management and Compliance

Any party may change the address to which notices are to be given hereunder by giving notice in the matter herein provided.

28. **MISCELLANEOUS**. Tenant agrees there are no representations, understandings, stipulations, or other agreements relating to the Leased Premises which are not incorporated herein. This Lease may not be altered, waived, amended or extended, except by a written agreement signed by Landlord and Tenant. If any clause or provision of this Lease is illegal, invalid or unenforceable under any present or future law, the remainder of this Lease will not be affected thereby. The provisions of this Lease will be binding on and inure to the benefit of Landlord and Tenant and their respective successors and permitted assigns. Time shall be the essence with respect to the performance by the parties of their respective obligations hereunder. Any assent, express or implied, to any breach of any covenant or condition herein contained shall operate as such only in the specific instance and shall not be construed as an assent or waiver of any condition or covenant generally, or any subsequent breach. Landlord and Tenant agree this Lease will not be recorded.

29. **FORCE MAJEURE**. Neither party hereto shall be deemed in default with respect to any of the terms, covenants and conditions of this Lease on such party's part to be performed, if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, weather, flood, failure of power, restrictive governmental laws and regulations, failure of governmental bodies to issue necessary certificates and permits, riots, insurrections, war, fuel or material shortages, casualties, Acts of God, acts caused directly or indirectly by the other party (or such other party's agents, employees or invitees) or any other cause beyond the commercially reasonable control of the failing party.

30. **CONFIDENTIALITY**. For purposes of this Section, "protected health information", or PHI, shall have the meaning defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Standards"), as promulgated by the Department of Health and Human Services pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended. The parties agree that neither the Landlord nor its employees, contractors, or agents shall need access to, nor shall they use or disclose, any PHI of Tenant. However, in the event PHI is disclosed by Tenant or its agents to Landlord, its employees, contractors, or agents, regardless as to whether the disclosure is inadvertent or otherwise, Landlord agrees to take reasonable steps to maintain, and to require its employees, contractors, and agents to maintain, the privacy and confidentiality of such PHI. The parties agree that the foregoing does

not create, and is not intended to create, a "business associate" relationship between the parties as that term is defined by the Privacy Standards.

EXECUTED, to be effective as of the date first set forth above.

"Landlord"

CLEVELAND COUNTY HEALTH DEPARTMENT

By: Jackie Kanak

Name: Jackie Kanak

Title: Regional Director

Date: 1/12/2021

"Tenant"

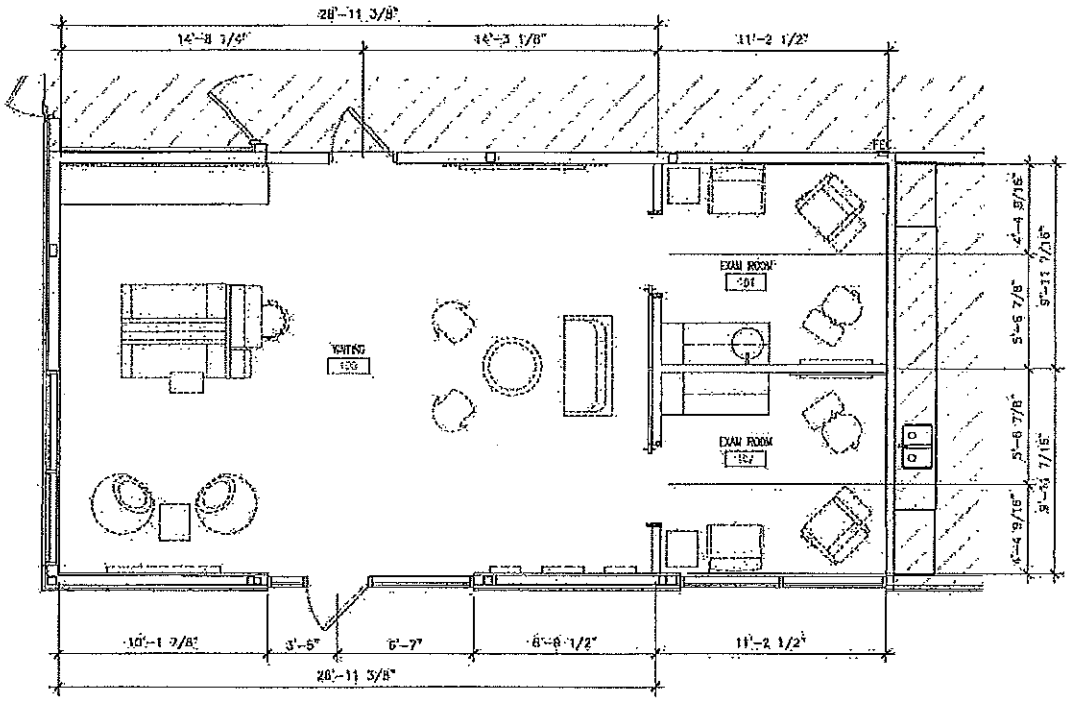
NORMAN REGIONAL HOSPITAL AUTHORITY

By: Richie Splitt

Richie Splitt, FACHE
President & CEO

Date: January 4, 2021

EXHIBIT "A"

Leased Premises

Space consisting of approximately 800 sq. ft.