



BOARD OF TRUSTEES MEETING AGENDA

5:30 p.m., Monday, February 26, 2024
Hospital Meeting Rooms C-D
100 Medical Parkway, Denison, IA

I. CALL TO ORDER

II. APPROVAL OF MINUTES

- A. Previous Month's Minutes
- B. Special Meeting Minutes (February 20, 2024)

III. BUDGET HEARING FY2024

- A. Fiscal Year Ending 2025 County Property Tax Budget – Discussion / Action

IV. COMMUNITY

- A. Board Chair Comments
- B. Lucas Devices

V. QUALITY CARE AND SERVICES

- A. Quality Committee Report
- B. Medical Staff Report

VI. PATIENT EXPERIENCE

- A. 5 Star Journey Update

VII. PEOPLE

- A. Credentialing
 - i. Appointments & Reappointments – Discussion / Action
- B. Mission Committee Report

VIII. GROWTH

- A. Department Reports
 - i. Environmental Services
 - ii. Maintenance
 - iii. Revenue Cycle & Registration
- B. Building Project
 - i. Review Prequalified Bidders
- C. CEO Report

IX. FINANCIAL STABILITY

- A. Finance Committee Report
 - i. Approval of Payroll & AP
- B. Capital Purchase - Anesthesia Vaporizer
- C. EMR Project Update

X. ADJOURNMENT

Board of Trustees

January 29, 2024

A meeting of the Board of Trustees of Crawford County Memorial Hospital was held on Monday, January 29, 2024, in Hospital Board Room D at Crawford County Memorial Hospital, Denison, Iowa, and via WebEx.

Present on site during the meeting were Jay Mendlik, David Reisz, Amy Schultz, Jon Schuttinga, Vernon Sid Leise, Heather Rasmussen (Chief Quality & Ancillary Services Officer), Rachel Melby (CFO), Theresa Sheer (CNO), Erin Muck (CEO) and Heather Wight (Recorder). In addition, Wendell Spencer (CRNA), Randy Kilnoski (CRNA), Abby Houston (Nurse Director of Surgical Services), Travis Mettenbrink (Director of Clinics), Carmen Swertzic (left at 7:04) and Dan Mundt (Denison Free Press left at 7:35). Not in attendance was Dr. Michael Luft (Chief Medical Officer).

Present via Webex were Dr. David Wright (Chief of Staff left at 5:40), Brandon Griffin (Graham Construction joined at 5:39), Matt Cramer (INVISION joined at 5:47 and left at 6:35), Angie Nees (INVISION joined at 5:48 and left at 6:35), Heidi Willis (INVISION joined at 5:52 and left at 6:44).

CALL TO ORDER: The Board of Trustees meeting was called to order at 5:31 p.m. by Mendlik.

APPROVAL OF PREVIOUS MONTH'S MINUTES

A motion was made by Schuttinga, second by Leise, to approve the December 18, 2023, minutes as presented. Motion carried unanimously.

COMMUNITY

Board Chair Comments

Mendlik reported a full agenda tonight with a lot of good things going on with. There will be updates on some of the foundational moves that been going on the last few months.

Public Comments

There were no public comments.

Wellness Center Update

The Wellness Center project was recently awarded a 1-million-dollar CAT grant contingent on the fundraising being completed in the next six months. With this grant, the funding is at 80%. In addition to the CAT grant, New Market Tax Credits may bring in more investors and the committee should know by the end of the month if that will apply. The committee is also working on a 2-million-dollar endowment. The City of Denison did approve to enter into a contract with the YMCA to run the Wellness Center and that contract will start about 6 months before opening. Facility design is about 60% complete and groundbreaking is expected in June 2024 and is expected to take 18 to 24 months.

QUALITY CARE AND SERVICES

Quality Committee Report

- Rasmussen gave a brief update of the Quality Committee activities including current HCAHPS scores, the quality scorecard, and the November mammography inspection where no deficiencies were found.
- Recommend Board action regarding Medical Staff Accountable Care Committee recommendations for approval of Medical Staff privileges and appointment/re-appointment applications.

Medical Staff Report

Wright gave a summary of the recent Medical Staff meeting which included provider medical staff elections and appointments for committees. Dr. David Wright was re-elected as Chief of Staff and Dr. Patrick Luft was nominated and elected as Vice President.

Board of Trustees

January 29, 2024

Conflict of Interest Statement

Muck reviewed the Conflict-of-Interest Statement. The Board is required to sign one every year. The leadership team and providers will also be signing one.

A motion was made by Reisz, second by Schultz, to approve the Board signature of the Conflict-of-Interest Statement. Motion carried unanimously.

PATIENT EXPERIENCE

5-Star Journey Update

Muck gave an update on the upcoming kickoff of the Service Excellence Council Refocus in February and this year's training. This year will be focused on customer service during times of transition. The 5 Star Nurse program implementation is in process in all of the clinical departments and there will be 5 Star Provider training at Medical Staff and provider meetings. The OASIS teams for this year are Wayfinding and Signage and Patient Wellness and Preventative Care.

Patient Letters

Patient thank you letters were shared with the Board. All identifying information has been redacted to comply with HIPAA.

PEOPLE

Credentialing

A motion was made by Schultz, second by Reisz, to approve Medical Staff appointments of Kylee Lefebvre and Euclid St. Hill, and reappointments of David Jaskierny and Erin Schechinger as presented. Motion carried unanimously.

Mission Committee Report

Muck shared that everything that was discussed during Mission Committee would be addressed individually through the rest of the agenda.

Policy Updates

Policy 105.00 Board of Trustee Public Access Policy, Policy 105.01 Investment Policy, Policy 105.03 Document Provision and Requests Policy, and Policy 105.04 Personal Information Policy were reviewed. No changes are recommended for these policies.

A motion was made by Schuttinga, second by Leise, to approve Policy 105.00, 105.01, 105.03, and 105.04 without changes. Motion carried unanimously.

Policy 105.02 Physician Recruitment Policy

Policy 105.02 Physician Recruitment Policy is recommended to be updated as needed and reviewed as necessary but not less than every 2 years.

A motion was made by Reisz, second by Schultz, to approve policy 105.02 with the change of review term from every 3 years to every 2 years to keep with other Board policy reviews. Motion carried unanimously.

GROWTH

Department Reports

Surgery

Houston shared statistics, department updates and goals for the Surgery department this year. She also shared a few current DO IT projects which include Thank You cards signed by the surgery staff for all patients which has received a lot

Board of Trustees

January 29, 2024

of positive feedback. Interpreter communication forms and patient education documents for all general surgery cases have also been created and implemented.

Medical Clinic & Specialty Clinic

Mettenbrink shared current recruiting efforts, Press Ganey RHC score improvement of every domain from 2022 to 2023, 5 Star Nurse program and Main Street Health implementation that is scheduled for March. He also shared specialty clinic updates including an additional clinic day for the newest dermatologist, another provider with nephrology and the upcoming retirement of Marcy Larson.

Building Project Update

Willis shared that the design development phase has been completed and Graham Construction is currently working on pricing. Willis also shared a tentative timeline and renderings of the completed project. Muck shared options for the first phase of the project which primarily affects the medical clinic and rehab services.

CEO Report

Muck shared the new CCMH website is up and running. Maintenance of the new website will be done in house so updates and content changes can be made, when necessary, without having to rely on someone else and being charged each time. Upcoming events include Strategic Planning scheduled for February 20th, the annual EMS Conference on March 2nd, the Iowa Hospital Association's Governance Forum on March 5th and Hospital Day on the Hill is March 6th.

FINANCIAL STABILITY

Tax Budget

Melby summarized the 2025 county budget and tax asking. In reviewing the current challenges in healthcare locally and nationwide the Finance Committee is not proposing a rate increase, but rather recommends leaving the tax levy rate the same as last year.

A motion was made by Schultz, second by Schuttinga, to approve the tax asking rate of \$1.56739 per \$1,000 of assessed value. Motion carried unanimously.

Hearing Date

A motion was made by Schuttinga, second by Reisz, to set the tax asking hearing date of February 26, 2024 @ 5:30 p.m. Motion carried unanimously.

Finance Committee Report

1. Total Payroll & Accounts Payable of \$3,781,900.52 for payment.

A motion was made by Leise, second by Reisz, to approve the financial report, total payroll, and accounts payables in the amount of \$3,781,900.52. Motion carried unanimously.

EMR Update

Melby shared the EMR Field of Dreams themed kickoff last Thursday. The next step is workflow and integration which is where future state workflows and integration points between departments are reviewed to identify any opportunities or risks. February training will be Train the Trainer training which will allow the super users to learn how to teach the end users. End of March is the first round of integration testing, where process mapping will occur to test how well everything works together for both the clinical and financial aspects.

Crawford County Memorial Hospital

Board of Trustees

January 29, 2024

ADJOURNMENT

A motion was made by Schultz, second by Schuttinga, that the meeting be adjourned at 7:39 p.m. Motion carried unanimously.

Board of Trustees

February 20, 2024

A meeting of the Board of Trustees of Crawford County Memorial Hospital was held on Tuesday, February 20, 2024, in Meeting Rooms C & D at Crawford County Memorial Hospital, Denison, Iowa.

Present on site during the meeting were Jay Mendlik, David Reisz, Vernon Sid Leise, Jon Schuttinga, Amy Schultz, Rachel Melby (CFO), Erin Muck (CEO), Heather Rasmussen (Chief Quality & Ancillary Services Officer), Theresa Sheer (CNO), Don Luensmann (Executive Director of Marketing and Development), Travis Mettenbrink (Director of Clinics), Randy Kilnoski (Director of Anesthesia), Macy Waldemar (Human Resources Manager), Dr. David Wright (Chief of Staff), Dr. Michael Luft (Chief Medical Officer arrived at 4:49), Dr. Patrick Luft, Dr. Elizabeth Ranniger, Dr. John Ingram, Jill Kierscht (ARNP), Erin Schechinger (ARNP arrival at 4:45), Lori Johannsen (PA-C arrived at 4:45), Julie Graeve (ARNP arrived at 4:49), Wendell Spencer (CRNA), and Heather Wight (Recorder).

CALL TO ORDER: The Board of Trustees meeting was called to order at 4:37 p.m. by Mendlik.

EXECUTIVE SESSION PURSUANT TO IOWA CODE

Section 21.5 (1)(I) To discuss marketing and pricing strategies and proprietary information where public disclosure of such information would harm the hospital's competitive position. Open Session – Possible Action

The Board went into Closed Session at 4:47 p.m. with a motion made by Reisz, second by Schuttinga. Motion carried unanimously. Members present during the closed session were Jay Mendlik, David Reisz, Vernon Sid Leise, Jon Schuttinga, Amy Schultz, Rachel Melby (CFO), Erin Muck (CEO), Heather Rasmussen (Chief Quality & Ancillary Services Officer), Theresa Sheer (CNO), Don Luensmann (Executive Director of Marketing and Development), Travis Mettenbrink (Director of Clinics), Randy Kilnoski (Director of Anesthesia), Macy Waldemar (Human Resources Manager), Dr. David Wright (Chief of Staff), Dr. Michael Luft (Chief Medical Officer), Dr. Patrick Luft, Dr. Elizabeth Ranniger, Dr. John Ingram, Jill Kierscht (ARNP), Erin Schechinger (ARNP), Lori Johannsen (PA-C), Julie Graeve (ARNP), Wendell Spencer (CRNA), and Heather Wight (Recorder).

Luensmann led the strategic planning brainstorming session which included discussions of service lines, financials, reimbursement, and physician/staff recruitment.

A motion was made at 6:39 p.m. by Leise, second by Reisz, to return the Board to Open Session. Motion carried unanimously.

No action was taken.

ADJOURNMENT

A motion was made by Leise, second by Reisz, that the meeting be adjourned at 6:39 p.m. Motion carried unanimously.

Crawford County Memorial Hospital
QUALITY COMMITTEE OF THE BOARD OF TRUSTEES
February 20, 2024 Meeting Minutes

A meeting of the Quality Committee of the Board of Trustees was held on Tuesday, February 20, 2024. Present: Sid Leise, Jay Mendlik, Erin Muck, CEO, Theresa Sheer, CNO, Dana Neemann, Director of Education and Patient Experience (exit 3:41pm), Heather Rasmussen, Chief Quality & Ancillary Services Officer.

Absent: Michael Luft, DO

Sid Leise called the meeting to order at 3:34pm

Committee Recommendations/Actions: Recommend Board action regarding Medical Staff Executive Committee recommendations for approval of Medical Staff privileges and appointment/re-appointment applications.

I. Patient Experience

Neemann reviewed the December 2023 updated scorecard for HCAHPS. She noted Communication with Doctors has trended up from quarter one (1) to quarter two (2). Rehab Services has had great scores in the last couple months. They are currently in the 98th percentile rank.

II. Statistics

Muck reviewed the January 2024 statistics with the Committee. Total patient volumes in January were down almost 7%. Inpatient volumes increased from last fiscal year.

III. Medical Staff Credentialing

The Committee members reviewed the recommendation from the Medical Staff Executive Committee for clinical privilege approval of the submitted applications for appointments/re-appointments. The Committee recommends approval action for the Board of Trustees.

IV. Committee Reports/Minutes

- i. **Medical Staff Meeting:** The Committee reviewed the minutes from the Medical Staff meeting held on February 13, 2024.
- ii. **PFAC:** Neemann gave an update on the activities of the PFAC. The PFAC wasn't able to meet this month due to scheduling conflicts. The next meeting is scheduled March 6, 2024 at 6:30pm.
- iii. **5 Star Journey:** Sheer and Muck shared that we last week we had our Year V kickoff with SEC Refocus and Review, Executive Leadership Team Synergy, and Master Train the Trainer sessions.

V. Other Business/Updates

- i. **Iowa Lions Eye Bank Letter:** Rasmussen shared the annual letter we receive from the Iowa Lions Eye Bank.
- ii. **Recruitment:** Muck gave an update on recruitment.
- iii. **Building Project:** Muck gave an update on the building project.
- iv. **Oracle Cerner Update:** Sheer shared that SuperUsers and Subject Matter Experts have weekly calls with Oracle. Train the Trainer begins next week for all SuperUsers and Subject Matter Experts.

VI. Adjournment Heather Rasmussen, Recorder. 4:27pm

Peer review records are privileged and confidential. Quality Improvement activities are protected from discovery under Iowa Code 147.135.

A meeting of the Medical Staff of Crawford County Memorial Hospital was held on Monday, February 13, 2024 in the hospital's Meeting Rooms C-D.

Present were David Wright DO, Elizabeth Ranniger MD, Eric Simons MD, Julie Graeve ARNP, Jill Kierscht ARNP, Patrick Luft MD, Lori Johannsen, PA-C, Kylee LeFebvre ARNP, Wendell Spencer CRNA, Angie Andersen, IT Director, Andrew Segebart, Pharm-D, Director of Pharmacy, Erin Muck CEO, Heather Rasmussen, Chief Quality & Ancillary Services Officer, Theresa Sheer CNO Recorder: Marcy Fink

Ad Hoc: Travis Mettenbrink, CCMH Clinic Director, Robert Bowen, MD

Absent were John Ingram MD, Erin Schechinger DNP, Michael Luft DO, Sara Luft ARNP, Randy Kilnoski CRNA

The meeting was called to order by David Wright DO at 8:01 a.m.

APPROVAL OF PREVIOUS MONTH'S MINUTES

The voting members of the medical staff approved the minutes of the January 15, 2024 meeting.

CLINICAL UPDATE

- A. Swing Bed Admissions Theresa Sheer
1. Custom Learning Systems (CLS) will be offering a Swing Bed Academy in the Fall of 2024. If there is a provider that would be willing to be a Provider Champion, please talk to Theresa Sheer.
 2. It was also mentioned that according to our policy, Swing Bed patients need to be seen at least once a week by a physician.

BUSINESS

- A. IT Updates / Q & A Angie Andersen
1. A Cerner update was given. There was an integration event the end of January. The next event will be Train the Trainer the end of February. Physician schedules will be blocked when their training is scheduled. Go Live date is set for June 24th, 2024.

ADJOURNMENT The meeting was adjourned to the Executive Committee at 8:06.

David Wright, DO President, Medical Staff

FEBRUARY 2024 CREDENTIALING

NEW APPOINTMENTS

Wendell Spencer, CRNA

REAPPOINTMENTS

Julie Graeve, ARNP

Jordan Blackwill, CRNA

Steven Brownmiller, OD

Gregory Eckert, MD

Chad Eicher, MD

Joel Elson, MD

Jitendrakumar Gupta, MD

Randy Kilnoski, ARNP

Jeb List, MD

Sao Cheng Liu, MD

Crawford County Memorial Hospital
Mission Committee
February 15, 2024, 4:30 PM

A meeting of the Mission Committee of the Board of Trustees was held on Thursday, February 15, 2024. Present on site were Erin Muck (CEO), David Reisz and Heather Wight (recorder). Present via telephone was Jay Mendlik.

The meeting was called to order at 4:40 p.m.

PATIENT EXPERIENCE

5-Star Journey Update

- Muck shared the start of Year V Customer Service Training commenced today with Service Excellence Council Refocus and Review. Training this year will be focused on strategy and resiliency during times of transition.

PEOPLE

Union Negotiations

- Muck shared union negotiations were held and a one-year contract was agreed upon.

Recruitment

- General surgeon candidate will be on site at the end of March, and still working out logistical details for an onsite visit with an orthopedist at the end of February or beginning of March.

Intern Program

- Muck shared as part of recruitment efforts, a summer internship program has been developed and will be advertised soon. There will be 3 clinical, 1 lab, 1 radiology, and 1 rehab services internships available. A grant has been applied for to assist with funding.

GROWTH

January Statistics

- Muck shared that total patient volumes were down almost 7% compared to last January. While inpatient volumes increased significantly in January, outpatient volumes continue to lag behind last fiscal year's volumes.

Building Project Update

- Muck reviewed the current work being done for the proposed building project. All documents and necessary information have been submitted to the USDA and are waiting to hear back. Currently working on a certificate of occupancy for the previous Luft building so that it can be used for hospital-based outpatient care and expect to hear back by the end of the month.

Strategic Planning

- Fiscal Year 2025 Strategic Planning is scheduled for Tuesday, February 20th. There was good feedback received from leadership and that will be combined with feedback from the Board/physician meeting on the 20th. Feedback from both meetings will be compiled and brought back to the Board at a later date.

FINANCE

Tax Hearing and County Budget

- The FY2025 County Budget and Tax Hearing will be on Monday, February 26th at 5:30 p.m.

EMR Update

- Oracle Cerner training is on track and moving right along. Super user training starts next week.

COMMUNITY

EMS Conference

- Muck shared the 27th Annual Crawford County EMS Conference will be held at the Denison High School Fine Arts Center on Saturday, March 2nd, 2024.

The meeting adjourned at 5:07 p.m. Heather Wight, Recorder

Marketing, pricing strategies, and proprietary information where public disclosure of such information would harm the hospital's competitive position are protected under Iowa Code 21.5 (1)(l)



BOARD SUMMARY:

CEO Summary

By: Erin Muck, CEO

Date: February 2024

SUMMARY:

Quality

DNV has a significant focus on quality and we have restructured our internal quality committee to reflect their framework. This internal committee will report their work to the Medical Staff and then the Quality Committee of the Board. They have had their first meeting this month and the agenda is set with expectations. The Quality Committee of the Board should expect reports very soon.

Patient Experience

Our Custom Learning System (CLS) Implementation Specialist was on site last week for our Service Excellence Council and Administrative Reset. He also provided orientation to this year's Service Excellence Advisors (SEAs) and spent a day training our 'Train the Trainer' group. He will be back next month to assist our Train the Trainer group in training our SEA's on how to teach this year's customer service training. This year's focus is on strategy and resiliency during times of change. Next year will then require less assistance from CLS for our 5-Star initiative.

As a highlight for this month, our Rehab Services department had an overall ranking of the 98th percentile, and we are seeing significant consistency with their scores. Theresa and her clinical team continue to roll out the 5-Star Nurse training and have regrouped regarding transition of care. Travis and I are putting the final touches on our 5-Star provider training and will get that rolled out in March at the Medical Staff Meeting.

People

Samantha Pauley from our Emergency Department was recognized as one of the 100 Great Iowa Nurses. She provides outstanding care to our patients, assists us with improving policies and processes, and is a phenomenal mentor to our staff. We are very lucky to have her working here and this award is well deserved. A recognition party was held for her on Thursday.

Recruitment efforts continue for General Surgery, Orthopedics and Emergency Department. We have 2 onsite interviews set up in March and several phone interviews being scheduled.

Union Negotiations took place in January with a one year contract signed the same day. This summer, the union will have to vote to recertify.

As part of recruitment efforts, a summer internship program has been developed and positions will be posted soon. There will be 3 clinical, 1 lab, 1 radiology, and 1 rehab services internships available. A grant has been applied for to assist with funding. Macy and Dana have led this initiative and have done a great job.

Growth

This week INVISION and Graham were on site to review the budget, timeline, and equipment lists. We are currently within budget and our timeline meets the needs of USDA and UMB. We continue to meet with USDA biweekly and are on track with their requirements. If you recall, part of the USDA requirement was for CCMH to obtain a bridge loan for \$3 million and use \$3 million of our cash. We have been working with UMB on the bridge loan and are updating the forecast, due to our previous one being over 2 years old.

We are also working on getting a certificate of occupancy for the building to the south of our main campus. Once obtained we can work with CMS to get that building designated for outpatient hospital use. We plan to use that building during phasing, as we will need to entirely vacate our rehab department and 2/3 of the rural health clinic.

We obtained a lot of good information from our strategic planning session. Don and I plan to meet with our volunteers, PFAC, and other business leaders. We will compile all the information received and will meet with you again to start prioritizing our strategies going forward.

Theresa and her team have really ramped up the swing bed program. Our skilled patient days are up over 400% and swing bed admissions are up 62.5% from last year.

Finance

The proposed county budget has been published as required on February 7. We are scheduled for the public hearing at the board meeting to approve the county budget and the tax levy rate.

There continues to be a statistical decline of total patient volumes by 5.7% so far this fiscal year. This has an obvious effect on revenue. You will note by the CFO report that January Total Gross Patient Revenue was under budget by \$425,252. Our 340B revenue was also under budget by \$106,613 due to pharmacies putting more restrictions on the program. Even with expenses under budget by \$155,606, we were unable to overcome the revenue deficit. January's net loss was \$239,402. Days cash on hand remains healthy at 183. We will continue to monitor the debt coverage service ratio to assure we meet our bond requirements. We are under our goal but remain above the required 1.25.

You will note on the board agenda that there is a capital purchase request for anesthesia vaporizers. Both vaporizers on both machines are not currently working. These are needed for our pediatric cases. They have been ordered and should be installed early next week under my signing authority. Since the purchase is just over the \$5,000 threshold and not budgeted, it will require your approval at the meeting.

The EMR project continue to progress. This next week will be train the trainer activities in all areas. This project has required significant time and effort of our teams. We are grateful for their commitment to the success of this project.

Community

Kelby Eck will be providing a demonstration at the board meeting of the new Lucas Devices that were recently purchased. The Hospital Foundation contributed \$15,000 of the \$20,000 cost. We are very

appreciative of the Hospital Foundation's generosity and continued support of CCMH's mission of providing lifesaving quality care.

March 2nd we will sponsor the annual EMS conference. This conference provides excellent education to all community emergency responders at no cost and assists in providing the continuing education needed to remain certified. Many of these individuals are volunteers and may not choose to remain certified if cost becomes an issue.

IHA Governance Forum

Just a reminder that the Governance Forum is March 5th. Let Heather W. or me know if you plan to attend and/or you need help signing up.

Respectfully,

Erin

**CRAWFORD COUNTY MEMORIAL HOSPITAL
FINANCE COMMITTEE MEETING
February 22, 2024 12:00 P.M.**

A meeting of the Finance Committee of the Board of Trustees was held on Thursday, February 22, 2024, in the Administrative Conference Room. Present on site were Erin Muck (CEO), Rachel Melby (CFO), Amy Schultz, Jon Schuttinga and Heather Wight (recorder).

The meeting was called to order at 12:17 pm.

Committee Recommendations:

1. Total Payroll & Accounts Payable of \$3,083,322.41 for approval of payment.
2. Approve capital purchase for 2 new vaporizers from Draeger in the amount of \$5,680.

Approval of Minutes

The January 2024 minutes were reviewed and approved.

CFO Report

The CFO Report was reviewed.

Financial Reports

Statistical, Income and Cash Flow Report

Overall, patient volumes were down almost 7% compared to last January. On a positive note, Theresa Sheer and her team have been making a concerted effort to increase skilled patient admissions, which is reflected in this month's admissions and patient days statistics. An increase of 4 skilled admissions, in turn, increased skilled patient days by more than 400%. Although inpatient volumes increased significantly in January, outpatient volumes continue to lag behind last fiscal year's volumes.

Due to lagging outpatient volumes, the net loss for the month was \$239,402. Although we have been mindful of expenses and are under budget, from a strategic planning standpoint we will need to be diligent in reviewing service lines that can produce positive profit margins and evaluate the sustainability of services that operate at a loss.

Several intermittent payments were made in January to Invision and Custom Learning Systems, which totaled \$231,293. We also invested another \$120,000 in capital purchases and facility improvements. As a result, total cash decreased for the month by \$281,430. Days cash on hand is 183 days and total cash balances are \$19,412,961. Due to the sizable monthly loss the rolling DSR decreased to 1.39. Days in A/R also decreased to 52 days, with an overall decrease in A/R of \$233,618 compared to last month. Our revenue cycle team had their highest month of up-front collections for the fiscal year, which is a huge accomplishment. Upfront collections help improve cash flow and decrease A/R.

**CRAWFORD COUNTY MEMORIAL HOSPITAL
FINANCE COMMITTEE MEETING
February 22, 2024 12:00 P.M.**

Balance Sheet

The Balance Sheet as of 01/31/24 reflects Total Assets of \$47,838,096.

Payroll & Accounts Payable

The committee reviewed and recommends total Payroll & Accounts Payable of \$3,083,322.41 to the Board for approval. This amount includes \$1,915,820.47 in salaries.

Accounts Receivable

Patient Accounts Receivable as of 01/31/2024 totaled \$9,013,071 which is a decrease of \$223,618 from last month. Private pay A/R is now 31% of our total patient accounts receivable.

Capital Purchases

Vaporizers

The vaporizers for the anesthesia machines are no longer functioning and need to be replaced. This is particularly important for ear tube procedures with pediatric patients. In order to avoid delay in patient care, 2 vaporizers have been ordered under the CEO's signature authority. As standard procedure, the board will also need to sign off on the capital purchase as the amount was just over the capital threshold of \$5,000.

Other Business

FY2025 County Budget as Published

The proposed County Budget for FY2025 was reviewed as published on February 7, 2024.

IT Update

Melby gave an update on the EMR conversion and cyber-security.

Adjourn - The meeting was adjourned at 1:12 pm.

Crawford County Memorial Hospital

Comparative Statistical Report

January 2024

	Month to Date			Fiscal Year to Date		
	FY 2024	FY 2023	Variance	FY 2024	FY 2023	Variance
Total Admissions	47	40	17.50%	260	363	-28.37%
Acute/OB	35	32	9.38%	200	279	-28.32%
Skilled	7	3	133.33%	26	16	62.50%
ICF	2	2	0.00%	3	7	-57.14%
Respite	0	0	0.00%	0	1	-100.00%
Newborns	3	3	0.00%	31	60	-48.33%
Observation Admissions	9	29	-68.97%	122	137	-10.95%
Total Adjusted Admits	56	69	-18.84%	382	500	-23.60%
Total Patient Days*	253	210	20.48%	1,317	1,450	-9.17%
Acute/OB	135	98	37.76%	635	797	-20.33%
Nursery	6	5	20.00%	53	102	-48.04%
Skilled	79	15	426.67%	243	115	111.30%
ICF	2	4	-50.00%	5	24	-79.17%
Respite	0	0	0.00%	0	2	-100.00%
Observation	31	88	-64.77%	381	410	-7.07%
*Includes Observation						
Average LOS (Acute/OB)	3.53	3.06	15.31%	3.13	2.99	4.73%
Hospital Procedures						
Inpatient	1,281	685	87.01%	5,094	5,978	-14.79%
Outpatient	13,108	14,751	-11.14%	95,199	100,381	-5.16%
Total	14,389	15,436	-6.78%	100,293	106,359	-5.70%
Surgical Procedures	92	93	-1.08%	678	728	-6.87%
Anesthesia Procedures	63	82	-23.17%	537	653	-17.76%
ER Visits	421	436	-3.44%	2,986	3,122	-4.36%
Admits from ER	18	35	-48.57%	171	236	-27.54%
Scheduled Outpatient Visits	66	62	6.45%	657	573	14.66%
Ambulance Trips	140	152	-7.89%	828	843	-1.78%
Xray Procedures	584	791	-26.17%	4,164	4,605	-9.58%
Mammography Procedures	94	97	-3.09%	932	952	-2.10%
Flouro Procedures	3	2	50.00%	11	18	-38.89%
Ultrasound Dept Procedures	157	187	-16.04%	1219	1367	-10.83%
Echo Procedures	51	40	27.50%	281	289	-2.77%
CT Dept Procedures	197	222	-11.26%	1424	1414	0.71%
MRI Dept Procedures	81	83	-2.41%	548	457	19.91%
Nuc Med Procedures	5	10	-50.00%	51	40	27.50%
Total Radiology Procedures	1,172	1,432	-18.16%	8,630	9,142	-5.60%
Respiratory Tx Procedures	299	182	64.29%	809	924	-12.45%
EKG Procedures	131	126	3.97%	1067	1066	0.09%
Sleep Studies	5	8	-37.50%	57	97	-41.24%
Lab Procedures	6,437	6,987	-7.87%	44,127	48,243	-8.53%
Physical Tx Procedures	1,865	1,894	-1.53%	12,441	11,852	4.97%
Speech Procedures	28	19	47.37%	220	187	17.65%
OT Procedures	157	181	-13.26%	1185	1168	1.46%
Cardiac Rehab Procedures	120	91	31.87%	876	751	16.64%
Pulmonary Rehab Procedures	9	9	0.00%	64	122	-47.54%
Specialty Clinic Visits	371	526	-29.47%	3,519	4,016	-12.38%
Total Medical Clinic Visits	3,153	3,308	-4.69%	22,440	23,715	-5.38%

**CRAWFORD COUNTY MEMORIAL HOSPITAL
OPERATING/INCOME STATEMENT
FOR THE MONTH ENDING JANUARY 31, 2024**

Gray lines are YTD. All %'s are based on net revenue except for the variance column and gross revenue.								
	CURRENT MONTH ACTUAL		CURRENT MONTH BUDGET		CURRENT MONTH VARIANCE		PRIOR YEAR ACTUAL	
<u>PATIENT SERVICE REVENUES</u>								
INPATIENT SERVICES	598,968	10.7%	598,933	9.9%	35	0.0%	446,254	8.1%
	2,980,860	8.0%	4,209,189	9.9%	(1,228,329)	-29.2%	4,007,844	10.3%
OUTPATIENT SERVICES	4,851,767	86.6%	5,393,749	89.5%	(541,981)	-10.0%	5,021,069	91.4%
	33,881,576	90.9%	37,906,249	89.5%	(4,024,673)	-10.6%	34,602,110	89.1%
SWING BED SERVICES	151,335	2.7%	34,641	0.6%	116,694	336.9%	24,541	0.4%
	392,079	1.1%	243,450	0.6%	148,629	61.1%	212,440	0.5%
TOTAL GROSS PATIENT REVENUE	5,602,070	100.0%	6,027,323	100.0%	(425,252)	-7.1%	5,491,864	100.0%
	37,254,515	100.0%	42,358,889	100.0%	(5,104,374)	-12.1%	38,822,394	100.0%
<u>DEDUCTIONS FROM REVENUE</u>								
MEDICARE ADJUSTMENTS	(1,307,066)	-23.3%	(1,218,571)	-20.2%	(88,494)	7.3%	(936,692)	-17.1%
	(8,536,257)	-22.9%	(8,563,889)	-20.2%	27,632	-0.3%	(7,112,658)	-18.3%
TITLE XIX ADJUSTMENTS	(271,352)	-4.8%	(372,939)	-6.2%	101,587	-27.2%	(301,073)	-5.5%
	(1,495,239)	-4.0%	(2,620,946)	-6.2%	1,125,708	-43.0%	(2,317,758)	-6.0%
BLUE CROSS ADJUSTMENTS	(584,009)	-10.4%	(611,561)	-10.1%	27,553	-4.5%	(662,989)	-12.1%
	(3,671,707)	-9.9%	(4,297,938)	-10.1%	626,231	-14.6%	(3,972,801)	-10.2%
OTHER ADJUSTMENTS	(296,146)	-5.3%	(344,406)	-5.7%	48,261	-14.0%	(375,965)	-6.8%
	(1,801,032)	-4.8%	(2,420,423)	-5.7%	619,391	-25.6%	(2,315,496)	-6.0%
PROVISION FOR UNCOLLECTIBLE	(144,022)	-2.6%	(168,645)	-2.8%	24,623	-14.6%	(93,179)	-1.7%
	(987,249)	-2.7%	(1,185,203)	-2.8%	197,955	-16.7%	(984,160)	-2.5%
CHARITY CARE	(20,283)	-0.4%	(26,309)	-0.4%	6,026	-22.9%	(14,485)	-0.3%
	(132,234)	-0.4%	(184,895)	-0.4%	52,662	-28.5%	(135,582)	-0.3%
TOTAL DEDUCTIONS FROM REVENUE	(2,622,877)	-46.8%	(2,742,432)	-45.5%	119,555	-4.4%	(2,384,383)	-43.4%
	(16,623,716)	-44.6%	(19,273,294)	-45.5%	2,649,578	-13.7%	(16,838,454)	-43.4%
NET PATIENT REVENUE	2,979,193	53.2%	3,284,891	54.5%	(305,698)	-9.3%	3,107,481	56.6%
<i>(as % of Gross Patient Revenue)</i>	20,630,799	55.4%	23,085,594	54.5%	(2,454,795)	-10.6%	21,983,940	56.6%
NET PATIENT REVENUE	2,979,193	96.8%	3,284,891	94.1%	(305,698)	-9.3%	3,107,481	92.7%
<i>(as % of Total Operating Revenue)</i>	20,630,799	94.7%	23,085,594	94.1%	(2,454,795)	-10.6%	21,983,940	93.8%
OTHER REVENUE								
DIETARY/MEALS INCOME	7,238	0.2%	7,300	0.2%	(62)	-0.9%	5,858	0.2%
	43,378	0.2%	51,100	0.2%	(7,722)	-15.1%	46,934	0.2%
OTHER INCOME	91,554	3.0%	198,167	5.7%	(106,613)	-53.8%	237,164	7.1%
	1,119,069	5.1%	1,387,167	5.7%	(268,098)	-19.3%	1,402,538	6.0%
TOTAL OTHER REVENUE	98,792	3.2%	205,467	5.9%	(106,675)	-51.9%	243,022	7.3%
	1,162,447	5.3%	1,438,267	5.9%	(275,820)	-19.2%	1,449,472	6.2%
TOTAL OPERATING REVENUE	3,077,985	100.0%	3,490,358	100.0%	(412,373)	-11.8%	3,350,504	100.0%
	21,793,245	100.0%	24,523,861	100.0%	(2,730,616)	-11.1%	23,433,412	100.0%
<u>OPERATING EXPENSES</u>								
SALARIES	1,666,429	54.1%	1,867,977	53.5%	(201,548)	-10.8%	1,649,803	49.2%
	11,912,616	54.7%	13,124,732	53.5%	(1,212,116)	-9.2%	11,596,032	49.5%
BENEFITS	628,848	20.4%	602,097	17.3%	26,751	4.4%	622,222	18.6%
	3,638,360	16.7%	4,164,875	17.0%	(526,515)	-12.6%	3,868,390	16.5%
PROFESSIONAL FEES	251,469	8.2%	104,586	3.0%	146,883	140.4%	273,335	8.2%
	1,759,700	8.1%	734,664	3.0%	1,025,036	139.5%	1,826,658	7.8%
SUPPLIES & EXPENSES	631,345	20.5%	718,383	20.6%	(87,038)	-12.1%	613,150	18.3%
	4,594,771	21.1%	5,041,555	20.6%	(446,784)	-8.9%	4,819,450	20.6%
OCCUPANCY	136,801	4.4%	135,905	3.9%	897	0.7%	126,371	3.8%
	897,302	4.1%	951,332	3.9%	(54,030)	-5.7%	873,891	3.7%
DEPRECIATION	183,150	6.0%	224,700	6.4%	(41,550)	-18.5%	210,000	6.3%
	1,205,750	5.5%	1,572,900	6.4%	(367,150)	-23.3%	1,470,000	6.3%
TOTAL OPERATING EXPENSE	3,498,042	113.6%	3,653,648	104.7%	(155,606)	-4.3%	3,494,881	104.3%
	24,008,498	110.2%	25,590,058	104.3%	(1,581,560)	-6.2%	24,454,421	104.4%
NET OPERATING INCOME (LOSS)	(420,057)	-13.6%	(163,290)	-4.7%	(256,767)	157.2%	(144,377)	-4.3%
	(2,215,253)	-10.2%	(1,066,197)	-4.3%	(1,149,055)	107.8%	(1,021,009)	-4.4%
<u>NONOPERATING REV/EXP</u>								
TAXES	166,359	5.4%	167,865	4.8%	(1,506)	-0.9%	165,896	5.0%
	1,164,510	5.3%	1,175,053	4.8%	(10,544)	-0.9%	1,161,275	5.0%
GENERAL CONTRIBUTIONS	1,490	0.0%	-	0.0%	1,490	0.0%	2,348	0.1%
	17,640	0.1%	500	0.0%	17,140	0.0%	2,504	0.0%
COVID/PRF/FEMA FUNDING	-	0.0%	-	0.0%	-	#DIV/0!	-	0.0%
	235,980	20.3%	-	0.0%	235,980	#DIV/0!	192,799	13.3%
INTEREST INCOME	60,794	2.0%	10,833	0.3%	49,960	461.2%	18,346	0.5%
	370,045	1.7%	75,833	0.3%	294,211	388.0%	59,322	0.3%
INTEREST EXPENSE	(47,987)	-1.6%	(62,900)	-12.6%	14,913	-23.7%	(51,806)	-1.5%
	(344,523)	-1.6%	(440,301)	-1.8%	95,778	-21.8%	(366,707)	0.6%
TOTAL NONOPERATING INCOME (LOSS)	180,655	5.9%	115,798	3.3%	64,857	56.0%	134,784	4.0%
	1,443,651	6.6%	811,085	3.3%	632,566	78.0%	1,049,193	4.5%
NET INCOME (LOSS)	(239,402)	-7.8%	(47,492)	-1.4%	(191,910)	404.1%	(9,594)	-0.3%
<i>Year to Date</i>	(771,601)	-3.5%	(255,112)	-1.0%	(516,489)	202.5%	28,183	0.1%

**CRAWFORD COUNTY MEMORIAL HOSPITAL
STATEMENT OF CASH FLOWS
FOR THE MONTH ENDING JANUARY 31, 2024**

	<u>THIS MONTH</u>	<u>YTD</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
CASH RECEIVED FROM PATIENTS AND THIRD -PARTY PAYORS	3,325,236	21,451,015
CASH PAID TO SUPPLIERS FOR GOODS AND SERVICES	(1,614,309)	(11,421,058)
CASH PAID TO EMPLOYEES FOR SERVICES	(1,900,047)	(13,139,940)
OTHER OPERATING REVENUE RECEIVED	98,792	1,436,553
NET CASH PROVIDED BY OPERATING ACTIVITIES	(90,328)	(1,673,429)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
COUNTY TAXES	23,402	1,210,097
CASH FLOW FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
PROCEEDS FROM ISSUANCE OF LONG-TERM DEBT	-	-
PRINCIPAL PAYMENTS ON LONG-TERM DEBT	(57,937)	(396,811)
INTEREST PAID ON LONG-TERM DEBT	(30,467)	(327,764)
ACQUISITION OF PROPERTY AND EQUIPMENT	(161,159)	(1,029,804)
NET CASH FROM (USED IN) CAPITAL AND RELATED FINANCING ACTIVITIES	(249,563)	(1,754,380)
CASH FLOW FROM INVESTING ACTIVITIES		
INTEREST RECEIVED	35,058	334,184
PROCEEDS FROM MATURITIES OF CERTIFICATES OF DEPOSIT	-	-
PURCHASE OF CERTIFICATE OF DEPOSIT	-	-
PROCEEDS OF MATURITIES OF U.S. GOVERNMENT AGENCY SECURITIES	-	-
PURCHASE OF GOVERNMENT AGENCY SECURITIES	-	-
NET CASH PROVIDED BY INVESTING ACTIVITIES	35,058	334,184
NET INCREASE (DECREASE) IN CASH	(281,430)	(1,883,527)
CASH		
BEGINNING	19,694,391	21,296,488
ENDING	19,412,961	19,412,961
DAYS CASH ON HAND		183

<u>OPERATING INDICATORS:</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>Target</u>	<u>Desirable Trend</u>
Total Margin:	-2.79%	-3.88%	-3.66%	-2.37%	0.13%	-7.24%	2.00%	Increasing
Debt Service Coverage Ratio:	1.69	1.51	1.31	1.52	1.53	1.39	1.60	Increasing
Days Revenue in Patient A/R:	50	53	51	49	54	52	50	Decreasing
Days Cash on Hand:	188	184	194	193	186	183	180	Decreasing

CRAWFORD COUNTY MEMORIAL HOSPITAL
BALANCE SHEET
AS OF: 1/31/24

	Current Month		Prior Month		1-Month Net Change		1 Year Ago Month	
ASSETS								
CURRENT ASSETS								
Total Cash	6,034,079	12.68%	6,400,093	13.38%	(366,015)	-5.72%	13,940,797	28.82%
Patient Receivables	9,013,071	18.93%	9,236,689	19.31%	(223,618)	-2.42%	9,374,794	19.38%
Allowance for Uncollectibles	(847,000)	-1.78%	(833,000)	-1.74%	(14,000)	1.68%	(764,000)	-1.58%
Allowance for Contractuals	(2,540,000)	-5.34%	(2,730,000)	-5.71%	190,000	-6.96%	(2,740,000)	-5.66%
Net Accounts Receivable	5,626,071	11.82%	5,673,689	11.86%	(47,618)	-0.84%	5,870,794	12.14%
Other Receivables								
Est. Third Party Settlement	-	0.00%	-	0.00%	-	0.00%	-	0.00%
Taxes Receivable	801,601	1.68%	825,003	1.72%	(23,402)	-2.8%	817,866	1.69%
Other	489,583	1.03%	698,105	1.46%	(208,522)	-29.87%	322,371	0.67%
Inventory	1,441,393	3.03%	1,426,957	2.98%	14,436	1.01%	1,169,085	2.42%
Prepaid Expenses & Other	1,704,852	3.58%	1,517,577	3.17%	187,275	12.34%	899,368	1.86%
TOTAL CURRENT ASSETS	16,097,578	33.82%	16,541,424	34.58%	(443,845)	-2.68%	23,020,281	47.59%
ASSETS LIMITED AS TO USE								
Investments								
Cash & CD's	12,978,870	27.26%	12,945,403	27.06%	33,467	0.26%	6,550,280	13.54%
Bond/Project Funds	400,012	0.84%	348,895	0.73%	51,117	14.65%	410,108	0.85%
Interest Receivable	105,354	0.22%	79,619	0.17%	25,735	32.32%	45,441	0.09%
TOTAL ASSETS LIMITED AS TO USE	13,484,236	28.33%	13,373,917	27.96%	110,320	0.82%	7,005,830	14.48%
OTHER ASSETS								
Physician Practice Intangibles	815,000	1.71%	815,000	1.70%	-	100.00%	815,000	1.68%
TOTAL OTHER ASSETS	815,000	1.71%	815,000	1.70%	-	0.00%	815,000	1.68%
PROPERTY & EQUIPMENT, NET								
Land	314,500	0.66%	314,500	0.66%	-	0.00%	314,500	0.65%
Land held for Future Dev	120,400	0.25%	120,400	0.25%	-	0.00%	120,400	0.25%
Land Improvements	2,511,827	5.28%	2,511,827	5.25%	-	0.00%	2,511,827	5.19%
Building	8,670,091	18.21%	8,670,091	18.12%	-	0.00%	8,670,091	17.92%
Fixed Equipment	18,079,267	37.98%	18,068,106	37.77%	11,161	0.06%	17,815,915	36.83%
Major Moveable Equipment	18,891,697	39.68%	18,782,629	39.26%	109,067	0.58%	18,823,071	38.91%
Leased Equipment	1,439,076	3.02%	1,439,076	3.01%	-	0.00%	1,491,468	3.08%
Deferred Costs	845,584	1.78%	682,961	1.43%	162,623	0.00%	127,712	0.26%
Allowance for Depreciation	(37,263,104)	-78.28%	(37,079,954)	-77.51%	(183,150)	0.49%	(35,624,027)	-73.64%
TOTAL PROPERTY & EQUIP, NET	13,609,338	28.59%	13,509,636	28.24%	99,702	0.74%	14,250,956	29.46%
DEFERRED OUTFLOWS OF RESOURCES								
Pension Related Deferred Outflows	2,767,672	5.81%	2,767,672	5.79%	-	0.00%	2,385,266	4.93%
Deferred Loss on Refunding	830,448	1.74%	830,448	1.74%	-	0.00%	899,653	1.86%
TOTAL DEFERRED OUTFLOWS	3,598,120	7.56%	3,598,120	7.52%	-	0.00%	3,284,919	6.79%
TOTAL ASSETS	47,604,272	98.29%	47,838,096	98.30%	(233,824)	-0.49%	48,376,986	96.46%
LIABILITIES & NET ASSETS								
CURRENT LIABILITIES								
Accounts Payable	515,276	1.08%	506,184	1.06%	9,092	1.80%	510,176	1.05%
Accrued Payroll & Payroll Taxes	1,918,891	4.03%	1,858,810	3.89%	60,081	3.23%	1,824,530	3.77%
Accrued Health Ins & Flex	1,682,480	3.53%	1,579,925	3.30%	102,555	6.49%	1,840,494	3.80%
Deferred Pro Tax Receivable	831,793	1.75%	998,151	2.09%	(166,359)	-16.67%	829,475	1.71%
Due to Third Parties - Other	3,982	0.01%	13,357	0.03%	(9,375)	-70.19%	7,921	0.02%
Lease Payable - Short Term	-	0.00%	-	0.00%	-	0.00%	-	0.00%
Est. Third Party Settlements	1,226,500	2.58%	1,226,500	2.56%	-	0.00%	250,000	0.52%
TOTAL CURRENT LIABILITIES	6,178,922	12.98%	6,182,927	12.92%	(4,005)	-0.06%	5,262,596	10.88%
OTHER LIABILITIES								
Lease Payable - Long Term	76,407	0.16%	81,394	0.17%	(4,987)	-6.13%	202,512	0.42%
Bonds Payable - Long Term	18,927,941	39.76%	18,980,891	39.68%	(52,950)	-0.28%	19,944,984	41.23%
Interest Payable	65,174	0.14%	47,653	0.10%	17,520	36.77%	70,308	0.15%
Net Pension Liability	7,885,095	16.56%	7,835,095	16.38%	50,000	0.64%	777,586	1.61%
TOTAL LONG-TERM LIABILITIES	26,954,617	56.62%	26,945,034	56.33%	9,583	0.04%	20,995,391	43.40%
TOTAL LIABILITIES	33,133,539	69.60%	33,127,961	69.25%	5,578	0.02%	26,257,987	54.28%
DEFERRED INFLOWS OF RESOURCES								
Pension Related Deferred Inflows	2,013,105	4.23%	2,013,105	4.21%	-	0.00%	10,629,374	21.97%
OPEB Related Deferred Inflows	175,696	0.37%	175,696	0.37%	-	0.00%	205,039	0.42%
TOTAL DEFERRED INFLOWS	2,188,801	4.60%	2,188,801	4.58%	-	0.00%	10,834,413	22.40%
NET ASSETS								
General Fund	13,053,534	27.42%	13,053,534	27.29%	-	0.00%	11,256,402	23.27%
Net Revenue (Loss)	(771,601)	-1.62%	(532,200)	-1.11%	(239,402)	44.98%	28,183	0.06%
TOTAL NET ASSETS	12,281,933	25.80%	12,521,334	26.17%	(239,402)	-1.91%	11,284,586	23.33%
TOTAL LIABILITIES & NET ASSETS	47,604,272	100.00%	47,838,096	100.00%	(233,824)	-0.49%	48,376,986	100.00%

CCMH Expenses Paid for the Month of January 2024

Abbvie US, LLC - Supplies	\$6,483.00
Access Technologies, Inc. - Fees	\$1,417.96
Acute Care, Inc. - Fees	\$48,027.08
Advance Medical Designs - Supplies	\$175.95
Cassidie Ahart - Expenses	\$169.06
Airgas USA, LLC - Supplies	\$5,210.31
Alcon Vision, LLC - Supplies	\$7,949.12
American Messaging - Fees	\$37.35
AmerisourceBergen - Supplies	\$2,016.48
Ameritex Services - Fees	\$6,258.27
AMN Healthcare Physicians - Fees	\$8,000.00
Ampride Tire & Auto Center - Fees	\$140.32
Anderson Erickson Dairy - Supplies	\$468.97
AngleMD, LLC - Supplies	\$852.00
Applied Medical - Supplies	\$432.00
Archprocoding - Fees	\$87.00
ARJO, Inc. - Supplies	\$278.16
Diane Arkfeld - Expenses	\$36.38
Armstrong Medical - Supplies	\$246.00
Arthrex - Supplies	\$550.00
Avant - Fees	\$37,224.30
Baxter Healthcare - Supplies	\$311.50
Bayer Healthcare - Supplies	\$4,495.22
Beckman Coulter, Inc. - Supplies	\$1,816.12
Bio-Rad Laboratories - Supplies	\$712.41
Bluespace Creative - Fees	\$993.75
Bomgaars - Supplies	\$428.38
Boston Scientific Corp. - Supplies	\$175.49
Bound Tree Medical - Supplies	\$539.62
Bracco Diagnostics, Inc. - Supplies	\$3,208.96
Rahni Brower - Expenses	\$36.38
Brown's Medical Imaging - Fees	\$11,981.25
Bulletin-Review - Fees	\$237.48
Cable Channel 13 - Fees	\$300.00
Cardinal Health - Supplies	\$42,750.41
Cardinal Supplies and Fresheners - Supplies	\$52.80
Caresfield, LLC - Supplies	\$205.28
Dakota Carrasco - Expenses	\$205.44
Cassling - Fees	\$11,663.14
CDW Government - Supplies	\$304.74
Central Iowa Detention - Fees	\$1,629.45
Cerner Corporation - Fees	\$3,215.05
Change Healthcare - Fees	\$14,320.77
CHI Health - Fees	\$1,838.33
Chubb & Son - Fees	\$23,153.00
Ciox Health - Supplies	\$6.21
Cisco Systems Capital - Fees	\$73.94
City of Denison - Sponsorship	\$250.00
Cobblestone Inn & Suites - Fees	\$4,225.28
Colonial Life - Premiums	\$1,175.08
CompHealth - Fees	\$45,788.40
Compression Dynamics, LLC - Supplies	\$547.31
Constellation New Energy - Utilities	\$14,341.30
Convergeone, Inc. - Fees	\$12,995.00
CPSI - Fees	\$29,075.00
Craw Co. Abstract Co. - Fees	\$290.00
Crawford County Engineers - Fees	\$1,188.05
Culligan of Ida Grove - Fees	\$142.63
Custom Learning Systems - Fees	\$68,670.00
Custom Trends, LLC - Supplies	\$94.00
Database Solutions, Inc. - Fees	\$3,920.00
Dell Marketing LP - Supplies	\$6,141.60
Denison Bulletin & Review - Advertising	\$4,081.31
Denison Hardscapes, Inc. - Fees	\$1,591.25
Denison Municipal Utilities - Utilities	\$15,380.96
Denman & Company	\$2,380.00
DirectTV - Fees	\$841.84
Dish - Fees	\$900.74
DMS Health Technologies - Supplies	\$7,294.00
Do It Best Hardware - Supplies	\$1,186.66
Dollar General Corporation - Supplies	\$14.20
Dorsey & Whitney - Fees	\$387.50

Draeger, Inc. - Supplies	\$289.14
Echo Group, Inc. - Supplies	\$1,248.36
Egold Fax - Fees	\$341.16
Ace Ettleman - Rent	\$550.00
Eventide Lutheran Home - Fees	\$258.75
Family Crisis Centers - Fees	\$500.00
Fareway Stores - Supplies	\$884.64
Farmer Bros. Co. - Supplies	\$1,273.91
Federal Express - Fees	\$6.92
Feld Fire - Fees	\$99.00
FFF Enterprises - Supplies	\$2,529.48
First National Bank Omaha - Expenses	\$4,455.25
FNIC - Premiums	\$6,037.78
Frontier Telephone Co. - Telephone	\$107.23
Yeseni Garcia Patino - Expenses	\$169.06
GE Healthcare - Supplies	\$21,051.99
Grainger - Supplies	\$193.02
Jamie Gross - Expenses	\$26.60
GRP & Associates, Inc. - Fees	\$475.22
H&R Accounts, Inc. - Fees	\$5,720.54
Health Care Logistics - Supplies	\$120.00
Health Partners of SW IA - Fees	\$5,482.00
Healthcare Financial Management - Fees	\$2,500.00
Healthcare Infection Control - Supplies	\$499.49
Healthmark Industries - Supplies	\$2,606.97
Hologic, Inc. - Supplies	\$594.00
Hrabik Welding Industries - Fees	\$340.00
Hy-Vee, Inc. - Supplies	\$229.85
IA Dept of Public Health - Fees	\$35.00
ICAN, Inc. - Fees	\$350.00
ICP Medical, LLC - Supplies	\$1,131.54
ICU Medical, Inc. - Supplies	\$5,181.94
ID Apparel, LLC - Supplies	\$360.00
IDEXX Distribution, Inc. - Supplies	\$783.41
Iowa Hospital Association - Fees	\$325.00
IRHTTP - Fees	\$545.00
KCI USA, Inc. - Supplies	\$665.76
Kelli's Gift Shop Supplier - Supplies	\$474.62
Jill Kierscht - Expenses	\$41.54
Jennifer Knickman - Expenses	\$36.38
Landauer, Inc. - Supplies	\$414.84
Language Lines Services - Fees	\$283.56
Lifeserve Blood Center - Supplies	\$6,506.88
Patrick Luft - Expenses	\$962.00
Macro Helix, LLC - Fees	\$13,006.18
Manilla Times - Advertising	\$448.88
Mapleton Press - Advertising	\$193.00
Marco, Inc. - Fees	\$9,435.60
Martin Bros Dist. Co., Inc - Supplies	\$3,702.70
McKesson Medical Surgical - Supplies	\$18,657.58
Medibadge, Inc. - Supplies	\$38.25
Medical Solutions - Fees	\$29,869.70
Medimizer, Inc. - Supplies	\$1,785.00
Mediroutes - Fees	\$1,800.00
Medline Industries, Inc. - Supplies	\$6,722.39
Eile Meseck - Scholarship	\$1,000.00
Michael & Sara Luft - Fees	\$300.00
MidAmerican Energy - Utilities	\$264.60
Mindray DS USA, Inc. - Supplies	\$900.40
Moria - Supplies	\$1,717.78
Dr. Stephen Morse - Fees	\$38,083.40
Network Services Company - Supplies	\$2,806.48
New Century FS - Fuel	\$4,578.87
New York Life - Premiums	\$3,021.60
Nuare, Inc. - Supplies	\$136.32
Nuance Communications - Fees	\$2,783.78
NW Iowa Yes Center - Fees	\$211.00
Kora Obrecht - Scholarship	\$1,000.00
Omnicell, Inc. - Fees	\$80.00
Onmedia - Advertising	\$491.00
O'Reilly Auto Parts - Supplies	\$30.96
Owens & Minor - Supplies	\$17,381.12

Oxen Technology - Fees	\$10.00	St. Anthony Regional Hospital - Fees	\$6,747.50
Pararev - Fees	\$1,912.50	Staples Advantage - Supplies	\$2,940.37
Performance Health - Fees	\$348.97	State Hygienic Laboratory - Fees	\$1,481.16
Petty Cash - Petty Cash	\$200.00	Steris Corporation - Supplies	\$561.75
Pfizer, Inc. - Supplies	\$3,219.60	Stryker Endoscopy - Supplies	\$2,929.34
Pharmacy Onesource - Supplies	\$533.49	Stryker Sales Corp. - Supplies	\$3,258.90
Philips Healthcare - Supplies	\$87.76	T.A Penke & Associates - Fees	\$64.00
Phoenix Textile Corp. - Supplies	\$349.44	Takeda Pharmaceuticals - Supplies	\$9,790.56
Physicians Lab Services - Fees	\$9,638.50	Team Ford Lincoln - Fees	\$190.10
PICC Stat Clinical Services - fees	\$1,400.00	Tech Medical Services - Fees	\$136.36
Pipeline Health Holding - Supplies	\$3,872.29	The Rhino Group - Fees	\$5,398.00
Pitney Bowes - Postage	\$1,500.00	Theresa Thompson - Expenses	\$45.00
Pizza Ranch - Fees	\$273.89	Thoroughcare, Inc. - Supplies	\$590.00
Plunkett's Pest Control - Fees	\$196.62	Thrifty White - Fees	\$568.38
Joseph Postanes - Expenses	\$25.55	Tri-Anim Health Services - Fees	\$183.30
Practical Sleep Services - Fees	\$3,630.00	Turnkey Pharmacy Solutions - Fees	\$751.05
Precision Dynamics Corporation - Supplies	\$1,006.40	UKG, Inc. - Fees	\$223.24
Press Ganey Association, Inc. - Fees	\$7,176.02	UnityPoint Health - Fees	\$450.00
Professional Computer Solutions - Fees	\$220.00	UnityPoint Heal - Occupational Medicine - Fees	\$144.00
Professional Medical Management - Supplies	\$6,831.00	UNMC Center for Continued Education - Fees	\$510.00
Propio Language Service - Fees	\$1,079.25	US Foods - Supplies	\$11,793.64
QuVa Pharma, Inc. - Supplies	\$1,009.85	Van Meter, Inc. - Supplies	\$633.92
R&S Waste Disposal - Fees	\$1,187.99	Verizon Wireless - Telephone	\$277.86
Rasmussen Mechanical Services - Fees	\$392.19	Vetter Equipment - Supplies	\$250.00
Rayner Surgical, Inc. - Supplies	\$1,950.00	Vision Service Plan - Premiums	\$3,500.33
Recruiting Resources - Fees	\$21,040.00	Visual Edge IT, Inc. - Fees	\$586.77
Redsail Technologies - Supplies	\$6.92	VVC Holding, LLC - Fees	\$8,667.89
Rolling Hills Community - Fees	\$7,105.00	Walmart / Capital One - Supplies	\$306.31
Ashley Rosener - Scholarship	\$1,000.00	Wells Fargo Financial Lease - Fees	\$1,870.36
Scribe EMR - Fees	\$12,730.00	Western Iowa Networks - Telephone	\$2,449.02
Secure Shred Solutions - Fees	\$1,354.00	Kelly Wieman - Expenses	\$62.88
See The Trainer - Supplies	\$70.85	WIN - Fees	\$1,500.00
Shared Medical Solutions - Fees	\$3,225.00	Dr. David Wright - Expenses	\$720.00
Sherwin Williams - Supplies	\$296.60	Patient Account Refunds	\$8,587.01
SpendMend, LLC - Fees	\$850.00		

January Check Run
\$884,650.04

DEPRECIATION FUND:	
Invision Architecture - Master Facility Plan	\$162,623.37
Marco, Inc. - Wireless Network Upgrade	\$79,997.92
Owens & Minor - Occular Machine	\$8,212.68
Plumbing & Heating Whsl - Boiler Upgrades	\$823.77
Rasmussen Mechanical Services - HVAC	\$11,161.14
Stryker Medical - Lucas Devices	\$20,033.02

Depreciation Total
\$282,851.90

Salaries
\$1,915,820.47

GRAND TOTAL
\$3,083,322.41

Crawford County Memorial Hospital
PURCHASING DEPARTMENT REQUEST
Capital & Minor Equipment

Date: 2/20/24

Department: Anesthesia

Capital Equipment Item (>\$5,000): ☒ Yes Minor Equipment (\$1,000-\$5,000): ☐ Yes

In Current Fiscal Year Budget: ☐ Yes ☒ No

Is this a trial? ☐ Yes ☒ No If Yes, length of trial _____

If replacement, what item does it replace? old vaporizers not capatible with new equip

Item Requested: Sevoflurane Vaporizers

Quantity: 2

Description: Draeger Vapor 2000 Selectatek vaporizer

Justification of purchase: Current vaporizers not functioning. Needed for pediatric ear tubes.

Pricing reviewed by MM: ☒ ASCEND contract ☐ MD Buyline checked ☐

Reviewed by IT: _____ Reviewed by Plant Operations: _____

Reviewed by Bio-Med: ☒ Service Manual Ordered: _____

In Buying Group?

Company #1: Draeger ☒ Yes ☐ No

Company #2: _____ ☐ Yes ☐ No

Company #3: _____ ☐ Yes ☐ No

Recommendation: Recommend Draeger vaporizers for the Draeger Anesthesia machines.

Approved for purchase from _____ (Company)

Purchase Order #: _____ Date: _____

Signature: _____

Department Manager

Signature: _____

CEO/CFO

PURCHASE ORDER #: 41371 PAGE 1

CRAWFORD COUNTY MEMORIAL HOSPI
100 MEDICAL PARKWAY
DENISON, IA 51442
HOSP PHONE: 712-265-2500
PUR PHONE.: 712-265-2648
FAX.....:

The order number must appear on all
invoices, packages, & correspondence.

MIN PO AMT...:
TAX EXEMPT #: 42-6037896
ACCOUNT #...: 91048655

DATE VEND ----TERMS----
02/20/24 57880 EMAIL US-MEDICA
----SHIP VIA--- ----FOB-----
@DRAEGER.COM

TO: DRAEGER, INC.
3135 QUARRY ROAD
TELFORD, PA 18969
VEND PHONE: 800-437-2437
VEND FAX...:

SHIP: CRAWFORD COUNTY MEMORIAL HOSP
TO: 100 MEDICAL PARKWAY
DENISON, IA 51442

LINE#/DESCRIPTION	DEPARTMENT	HOSPITAL #	CATALOG #	GL NUM.	UNIT	QTY	ORD	UNIT CST	EXT CST
1 VAPOR 2000 VAPORIZER			M35054		EA	2		2800.00	
		999735		11570000				5600.00	
2 FREIGHT			1940228		EA	1		80.00	
		999735		11570000				80.00	
*** TOTALS ***						3		5680.00	

COMMENT: QUOTE#136282927, JOEL BLATZ
1YR WAR. DEMO UNITS CONVERTED TO SELECTATEC

AUTH. SIGNATURE: 
ENTERED BY: CWT



Quotation



Customer no.
91048655

Quotation no. Date of offer
136282927 02/20/2024

Please reference on inquiries

Customer
CRAWFORD COUNTY MEM HOSP
100 MEDICAL PKWY
DENISON IA 51442-2607

Payer 91048655
CRAWFORD COUNTY MEM HOSP
100 MEDICAL PKWY
DENISON IA 51442-2607

Your request
02/20/2024
Used Vapor 2000s

Ship-To party 91048655
CRAWFORD COUNTY MEM HOSP
100 MEDICAL PKWY
DENISON IA 51442-2607

Your contact person

JOEL BLATZ
Tel.: 612-991-5352
joel.blatz@draeger.com

Dear Customer,

Thank you for your inquiry. Please find enclosed our corresponding offer.
If you have any further questions, please do not hesitate to contact us.

Quotation no.: 136282927
Responsible: JOEL BLATZ

Telephone: 612-991-5352
Fax:
E-mail: joel.blatz@draeger.com

Best regards
Dräger Inc.

This document has been electronically generated and is valid without a signature.

Dräger Inc.
Our Tax ID: 23-1699096
3135 Quarry Road; Telford, PA 18969
An Equal Opportunity Employer M / F / V / H
Telephone 800-437-2437
<http://www.draeger.com>

Remit to:
LOCKBOX (Standard USPS)
Dräger, Inc.
PO Box 13369
Newark, New Jersey
07101-3362

Remit to:
LOCKBOX (Overnight)
FIS Lockbox Processing
Lockbox #13369
100 Grove Road
Suite E
West Deptford, NJ 08066

Remit US Wire Transfers to:
Account Name: Dräger Inc.
Account Number: 00-494-936
Transit Routing: 021001033
SWIFT: BKTRUS33
Deutsche Bank Trust Company Americas
60 Wall Street 25th Fl, New York, NY 10005

Quotation



Customer no.
91048655

Quotation no. 136282927 Date of offer 02/20/2024

Please reference on inquiries

Payer
91048655

Page 2 / 5

Pos.	Quant.	Part no.	Description	Unit price USD	Total price USD
<p>National account: Vizient Anes Tier 1</p> <p>VIZIENT CONTRACT #CE7151</p> <p>FOB: DESTINATION/PREPAY AND ADD TO INVOICE</p> <p>PAYMENT TERMS: 30 DAYS FROM DATE OF INVOICE</p> <p>Note: Product Pricing and Payment Terms governed by the Capital Equipment Supplier Agreement CE7151 between Vizient and Draeger Inc.</p> <p>THIS QUOTATION INCLUDES USED EQUIPMENT. AVAILABILITY IS ON A FIRST COME, FIRST SERVE BASIS. THE CONFIGURATION OF THE USED MACHINE CAN NOT BE ALTERED. USED EQUIPMENT COMES WITH A STANDARD ONE YEAR WARRANTY. GPO/CONTRACT PRICING, SERVICE AND CAS DISCOUNTS DO NOT APPLY TO USED MACHINES. GPO PRICING ONLY APPLIES TO ACCESSORIES.</p>					
0010	1 EA	M35054	Vapor 2000 USED SN# ASMJ-0515	2,800.00	2,800.00
			<p>** Specif.national propert. **</p> <p>Target country USA</p> <p>*** Selection of Vapor ***</p> <p>1 EA OPC0096 * Sevoflurane</p> <p>1 EA OPC5417 * Plug-in ad. Auto Exclusion</p>		

Quotation



Customer no.
91048655

Quotation no. 136282927 Date of offer 02/20/2024

Please reference on inquiries

Payer
91048655

Page 3 / 5

Pos.	Quant.	Part no.	Description	Unit price USD	Total price USD
			* Filling system Dräger Fill * Dräger *** Accessories for Vapor *** * Filling adap.Dräger Fill Sev ***THE CONFIGURATION ABOVE IS ONLY FOR QUOTE PROCESSING. THE ITEMS CONTAINED IN THE CONFIGURATION MAY NOT BE INCLUDED IN THIS DEVICE. THIS DEVICE DOES CONTAIN THE FOLLOWING ITEMS: USED VAPOR 2000 Sevo - being converted to Selectatec Value Vapor 2000 USED SN# ASMJ-0515		<div>2,800.00</div>
0020	1 EA	M35054	Vapor 2000 USED SN# ASMJ-0776 ** Specif.national propert. ** Target country USA *** Selection of Vapor *** * Sevoflurane * Plug-in ad. Auto Exclusion * Filling system Dräger Fill * Dräger *** Accessories for Vapor *** * Filling adap.Dräger Fill Sev ***THE CONFIGURATION ABOVE IS ONLY FOR QUOTE PROCESSING. THE ITEMS CONTAINED IN THE	2,800.00	2,800.00
	1 EA	OPC0096	* Sevoflurane		
	1 EA	OPC5417	* Plug-in ad. Auto Exclusion		
			* Filling system Dräger Fill		
			* Dräger		
	1 EA	M36120	*** Accessories for Vapor *** * Filling adap.Dräger Fill Sev ***THE CONFIGURATION ABOVE IS ONLY FOR QUOTE PROCESSING. THE ITEMS CONTAINED IN THE		

Quotation



Customer no.
91048655

Quotation no. 136282927 Date of offer 02/20/2024

Please reference on inquiries

Payer
91048655

Page 4 / 5

Pos.	Quant.	Part no.	Description	Unit price USD	Total price USD
			CONFIGURATION MAY NOT BE INCLUDED IN THIS DEVICE. THIS DEVICE DOES CONTAIN THE FOLLOWING ITEMS:		
			USED VAPOR 2000		
			Sevo - being converted to Selectatec		
			Value Vapor 2000 USED SN# ASMJ-0776		2,800.00
0030	1 EA	1940228	Freight charges mt-a	80.00	80.00
			Net value excl. Sales Tax		5,680.00
			Total amount		5,680.00
			Customer is hereby informed that section 1128B(b) of the Social Security Act may apply, which requires that discounts and other reductions in price or the existence of discount programs be properly disclosed and reflected in the costs claimed or charges made by a provider under Medicare or a Federal or State Health Program.		
			PLEASE CHECK THIS QUOTE / ORDER CAREFULLY FOR ACCURACY IN PRICING, PART # AND DESCRIPTION. Contact Customer Service immediately if there are any discrepancies. This acknowledgement and note constitutes the entire agreement with respect to the contemplated transaction and supersedes all previous negotiations, proposals, writings, advertisements, or publications.		
			Draeger, Inc. and the Customer agree that the		

Quotation



Customer no.
91048655

Quotation no.
136282927

Date of offer
02/20/2024

Please reference on inquiries

Payer
91048655

Page 5 / 5

Pos.	Quant.	Part no.	Description	Unit price USD	Total price USD
			<p>purchase of any product or service pursuant to this document is subject to the attached terms and conditions, which are incorporated by reference. In the event the purchases are being made under a GPO identified in this document, those terms and conditions are also incorporated by reference. If there is a conflict between the GPO terms and conditions and the attached terms and conditions, the GPO terms and conditions shall control.</p> <p>Delivery time 4 Week/s after rec. of order *</p> <p>* After receipt of order, ready for dispatch ex works, subject to prior sale.</p> <p>Date is subject to change upon receipt of order.</p> <p>Please let us know if you prefer partial delivery.</p> <p>Payment terms: 30 days after invoice date</p> <p>Offer valid until: 03/20/2024</p> <p>In the event Customer is not ready for product to be delivered on the confirmed delivery date, Customer must notify Draeger, Inc. 30 days prior to confirmed delivery date to reschedule. If Customer fails to provide notification, Draeger, Inc. may invoice Customer for products and any additional costs to hold product until Customer is ready for delivery.</p>		

DRAEGER, INC. TERMS AND CONDITIONS OF SALE (MEDICAL)

1. **GENERAL.** These terms and conditions are integral to the agreement governing the sale and purchase of goods ("Goods") and service ("Service") between the seller, Draeger, Inc. ("Draeger"), and the purchaser ("Customer"). Goods and Service are referred to herein collectively as "Product." The agreement governing this sale and purchase of Product ("Agreement") consists of the following, all of which are hereby incorporated herein by reference: (i) these terms and conditions, (ii) the written sale or service agreement, if any, signed by Draeger and Customer (referred to herein singularly as "Party" and collectively as the "Parties"), including schedules thereto, that is in effect on the date the applicable Purchase Order ("PO") is delivered to Draeger, and any amendments thereto ("Contract Document"), (iii) any price quote ("Quote"), and (iv) any PO submitted by Customer with respect to a Quote; provided, however, Draeger shall not be bound by any terms, conditions, or other provisions in a PO that are different from, in addition to, or inconsistent with, the other provisions of this Agreement.

2. PRICES.

(a) Prices are as stated in the Contract Document. If no Contract Document is in effect at the time the order is filled, the prices shall be as stated on the applicable Quote; provided, that such Quote is valid at that time. In all other cases, prices are those currently in effect on Draeger's standard price list at time of shipment. Unless otherwise stated in writing by Draeger, prices include the cost of standard domestic packing. Prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties, or other charges related to Product. Customer shall bear the cost of all applicable sales, use, property, excise, and manufacturer's taxes and any duties, license, or similar fees, which may be imposed upon the sale, use, or performance of the Product.

(b) If this Agreement is for multiple years, then the prices set forth herein are fixed only for the first 12 months hereof. Thereafter, Draeger may adjust the prices ("Price Adjustment") if there has been an increase in the "Producer Price Index by Industry: Medical Equipment and Supplies Manufacturing," calculated from the effective date of the then-current prices to the date of the proposed Price Adjustment notice ("Price Adjustment Notice"). Draeger shall provide the Price Adjustment Notice to Customer, in writing, specifying the adjustment, no less than 90 days in advance of a proposed Price Adjustment ("Price Adjustment Notice Period"). If Customer objects to the proposed Price Adjustment during the Price Adjustment Notice Period, then, notwithstanding anything else in this Agreement to the contrary, Draeger may cancel this Agreement with 60 days' notice without penalty ("Price Termination Notice"). During the 60-day Price Termination Notice period, Customer may continue to purchase Products at the then-current price. If Customer does not object to the proposed Price Adjustment, then such proposed Price Adjustment shall go into effect on the date stated in the proposed Price Adjustment Notice and shall be incorporated herein by reference. Draeger shall fill all POs received prior to the effective date of the Price Adjustment or, if earlier, the termination of this Agreement, at the then-current prices. Draeger may only provide for a Price Adjustment one time in any 12-month period. Unless otherwise agreed to by Draeger and Customer, all other terms, conditions, and provisions of this Agreement shall continue unchanged and remain in full force and effect after any such Price Adjustment. A Price Adjustment does not obligate any of the Parties to agree to any other modification of this Agreement.

3. PAYMENT TERMS.

(a) Unless otherwise agreed in writing, Customer shall make payment in full without any set-off (for any reason) no later than 30 days from the date of invoice in United States Dollars ("USD"). Partial shipments of Goods shall be invoiced as shipped. Draeger reserves the right to require (i) payment in advance, (ii) cash on delivery, or (iii) a modification of credit terms.

(b) Notwithstanding the foregoing, payment on advance orders paid by credit card shall be charged and paid for at that time of the order. All payments made with personal credit cards may include an administrative fee of up to 2.8% of the value on the invoice. Payments made through corporate purchasing credit cards may include an administrative fee of up to 2.5% of the value on the invoice.

(c) Draeger reserves the right in the event of late payment: (i) to suspend all deliveries or Service or to cancel any of its outstanding obligations under this Agreement; or (ii) to charge interest on the late payment calculated on a day-to-day basis until the actual date of payment at the lower of (A) an annual rate of 12% or (B) the maximum rate allowed by law. Such remedies are in addition to any other rights or remedies available to Draeger under the law.

(d) If Customer pays less than the full amount due, the payment will be applied toward the outstanding balance. Draeger's acceptance of part of the amount due shall not interfere with Draeger's right to recover the balance of the amount due or right to pursue any other right or remedy under the law.

(e) All POs are subject to credit approval by Draeger.

4. DELIVERY, INSTALLATION, RISK, AND TITLE.

(a) Title to, and risk of loss for, the Goods shall pass to Customer upon delivery as determined on the basis of FCA (INCOTERMS 2020) prepay and add all related transportation and insurance costs as a separate line item to the invoice to Customer unless Customer provides their own transportation provider and/or account number in which case the delivery is determined on the basis of EXW (INCOTERMS 2020). Upon passage of title of the Goods from Draeger to Customer or, if earlier, the date as of which Draeger makes a commercially reasonable attempt to deliver Goods, Customer shall be responsible and liable for, and agrees to defend and indemnify Draeger against, all claims,

injuries, losses fines, penalties, damages, or costs resulting from Customer's storage, handling, disposal, release, use, or resale of the Goods or their containers.

(b) Delivery, installation, and completion dates are only approximate and Draeger will not be liable for failure to meet such dates. Notwithstanding the foregoing, Draeger shall use reasonable efforts to meet quoted delivery, installation, and completion dates. Partial shipments may be made at Draeger's sole discretion or, with Draeger's consent, at Customer's request.

(c) Customer shall use commercially reasonable efforts to allow for timely delivery of Goods, including, without limitation, providing instructions, granting access during Customer's business hours (or such other time agreed by the Parties), and obtaining any required licenses or permits.

(d) Installation costs, if applicable, are included in the price of Goods, unless indicated as a separate Service on the Contract Document or Quote.

(e) Customer is responsible for ensuring that the installation site is fully prepared prior to installation and for bearing all costs necessary to prepare site for installation in accordance with Draeger's instructions, including, without limitation, (i) engaging in any required labor, (ii) acquiring any required materials, (iii) to the extent applicable, ensuring that the Customer's network (A) meets any Draeger specific requirements, and (B) is fully functioning as mandated by all manuals and other instructions requested of Customer by Draeger, and (iv) ensuring compliance with all governmental requirements, including without limitation, all certifications and approvals for installation and operation. Customer shall provide to Draeger or its subcontractor, as applicable, access to the installation site and, if required, safe and secure space on site for storage of Goods and equipment prior to and during installation.

5. **ACCEPTANCE.** Customer shall inspect Goods received and notify Draeger of any Nonconforming Goods prior to acceptance. Goods shall be deemed to be accepted by Customer 15 days from date of delivery; provided, however, that (i) if earlier, acceptance shall occur immediately on the first day Customer uses Product, or (ii) with respect to Goods requiring installation (other than connection to Customer network), acceptance shall occur on the earlier of 5 days after installation or 30 days after delivery. Installation shall be deemed to be completed upon final verification under Draeger's standard procedures that Goods meet all applicable written performance obligations. For this purpose, "Nonconforming Goods" means (i) Goods that are different from those identified on the PO confirmation or (ii) Goods with label or packaging that incorrectly identifies contents. Draeger shall, at its sole discretion, replace Nonconforming Goods with conforming Goods or credit or refund the price of Nonconforming Goods. Such remedy is the exclusive remedy for Nonconforming Goods. Draeger shall bear the shipping costs related to return and replacement of Nonconforming Goods.

6. CHANGES AND RETURNS.

(a) POs may not be changed or canceled after PO is accepted by Draeger.

(b) Draeger reserves the right, subject to written notice, to substitute Goods or change specifications of Goods, which, in Draeger's judgment, does not materially affect the installation, performance, function, or price thereof. Goods may only be returned with prior authorization from Draeger. Eligible returns must follow the Customer Material Return Process in effect at the time of return as specified at <https://www.draeger.com/Library/Content/RMA-Process-Medical-2023.pdf> and which is hereby incorporated herein by reference ("RMA Process"). Unless warranty applies or in the case of a Nonconforming Good, restocking fees of up to 25% may apply.

7. DELAY OR FAILURE TO PERFORM OBLIGATIONS.

(a) Draeger shall not be deemed to be in breach or otherwise liable for any delay or failure in performance of any of its obligations under this Agreement caused, in whole or in part, by any act or omission of Customer or its agents, subcontractors, or employees.

(b) Neither Party shall be liable for failure to perform obligations (except for payment obligations) under this Agreement to the extent that such failure arises out of events beyond its reasonable control including, but not limited to, acts of government or compliance with any governmental laws, rules or regulations, acts of God, war, terrorist threats or acts, civil disturbance, fire, or other casualty, pandemic, strike, labor dispute, or unavailability of labor, carriers, raw materials, power, or supplies. Any delivery date may be extended, at Draeger's option, to the extent of any delay resulting from any such event.

8. **SECURITY INTEREST.** Customer grants to Draeger a security interest in all of the right, title, and interest of Customer to Goods (and all accessories and replacements thereto and all proceeds thereof), until full payment is made for such Goods. If Customer fails to pay for Goods when due, in whole or in part, Draeger may, in its sole discretion, declare all obligations of Customer immediately due and payable. In such event, Draeger will have all the rights and remedies of a secured party under applicable law. Customer authorizes Draeger or its agent to file UCC-1 financing statements naming Customer as debtor and describing any Goods, and any other documentation relating to the security interest granted hereunder. In addition, Customer specifically authorizes Draeger to file financing statements in appropriate jurisdictions naming Customer as the debtor and describing Goods as "all assets." Customer agrees (a) to keep Goods in working order until the purchase price has been paid and (b) not to attempt to transfer any interest in Goods until the purchase price is fully paid.

9. WARRANTY.

(a) **Goods.** Draeger warrants that under normal use and with prescribed maintenance, storage, and care, Goods are free from defects in material and workmanship for the warranty period. Except as provided in a separate warranty statement in Goods

manual or otherwise provided with Goods, the warranty period for new capital equipment is 12 months from date of delivery and disposable and consumable Goods (excluding sensors) are warranted at time of delivery only. All other Goods are warranted for 90 days from (i) date of delivery or (ii) in the case of software, date of implementation sign-off, or first productive use. Warranty is conditioned on (i) Customer providing immediate written notice of warranty-related claim to Draeger and following RMA Process, (ii) no repairs, modifications, or alterations being made to Goods other than by Draeger or its authorized representatives, (iii) Customer handling, using, storing, installing, operating, cleaning, and maintaining Goods in compliance with the instructions and specifications provided with Goods or incorporated into this Agreement, (iv) use of Goods only for the use intended by Draeger, (v) defect not related to the attachment of Goods to non-Draeger supplied equipment or to Customer's network issues, (vi) Customer having fulfilled its payment obligations for Goods, and (vii) an inspection by Draeger that reveals that Customer's claim is valid under the terms of the warranty. Customer's remedy for a breach of this warranty is limited to repair, replacement, credit, or refund, at the sole option of Draeger. Repair or replacement may be with parts or product that are new, used, or refurbished. Repairs or replacements shall not interrupt, extend, or prolong the warranty period.

(b) *Service.* Draeger warrants that the Service shall be performed in a professional manner in accordance with generally recognized industry standards for similar service. Claims for breach of this Service warranty must be submitted to Draeger in writing within 90 days of the completion of Service. Customer's remedy for breach of Service warranty is limited to reperformance, credit, or refund, at the sole option of Draeger.

(c) *Third-Party Product.* If this Agreement includes the sale of third-party product not manufactured by Draeger or any of its affiliates, such products are provided to Customer solely at the direction of Customer with no recommendation by Draeger. Draeger makes no warranty for any third-party product. Customer's sole warranty for any third-party product, if any, is the original manufacturer's warranty, which Draeger agrees to pass on to Customer, as applicable. The obligation of Customer to pay Draeger for the third-party product is absolute and unconditional, and Customer waives and releases Draeger from all claims, damages, and losses arising out of such third-party product regardless of any claims Customer may have regarding such third-party product.

(d) *No Other Warranties.* **THE WARRANTIES IN THIS SECTION 9 ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE WITH RESPECT TO PRODUCT. DRAEGER MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, TITLE, THIRD-PARTY NONINFRINGEMENT, COURSE OF DEALING, AND USAGE OF TRADE. DRAEGER DOES NOT WARRANT OR GUARANTEE THAT ANY PRODUCT WILL BE SECURE FROM CYBER THREATS, HACKING, OR SIMILARLY MALICIOUS ACTIVITY. DRAEGER DOES NOT WARRANT ANY CUSTOMER OR THIRD-PARTY PROVIDED NETWORK OR THE PERFORMANCE OF PRODUCT AS IMPACTED BY SUCH NETWORK CONNECTION.**

10. SERVICE BRIDGE SOLUTION. If Customer's use of Goods purchased is likely to be interrupted or delayed for an extended period due to the need to service the Goods, delay in delivery, or recall, upon Customer's request, Draeger may, to the extent available, temporarily place reasonably comparable equipment with Customer for its use until such time as the affected Goods are returned, repaired, or delivered, as applicable. Such placement is part of Draeger's warranty, contracted Service, or recall obligations, as applicable, and provided at no additional charge to Customer. Customer's option for such temporary use of equipment shall mitigate any damages or losses, if any, that would otherwise be incurred by Customer for such period.

11. INDEMNITY. To the extent permitted under applicable law, Draeger and Customer (each as "*Indemnitor*") shall indemnify the other Party and its affiliates (collectively "*Indemnitee*") from and against all third-party claims alleging bodily injury, death, or damage to the third-party's tangible property, but only to the extent caused by the Indemnitor's negligence or willful misconduct. No part of Customer's sites is considered third-party property for purposes of this indemnity. Indemnitee shall provide Indemnitor with prompt written notice of any third-party claims covered by this Section 11. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense or settle the claim on the Indemnitee's behalf; subject to Indemnitee's consent, which shall not be unreasonably withheld or delayed. Indemnitor shall not make any admissions that might be prejudicial to the Indemnitee.

12. INSURANCE. If during the term of this Agreement Draeger may need access to Customer's premises to perform Service or for other reasons, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability in a sum no less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate with financially sound and reputable insurers. Upon Draeger's request, Customer shall provide Draeger with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in this Agreement and which names Draeger as an additional insured. Customer shall provide Draeger with 30 days advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Draeger's insurers and Draeger.

13. LIMITATION OF LIABILITY. IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY OR THEIR AFFILIATES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, OR ANY OTHER LEGAL THEORY, FOR LOST PROFITS OR LOST STORED, TRANSMITTED, OR RECORDED DATA, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WITH RESPECT TO ANY MATTERS RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. DRAEGER'S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY DRAEGER FOR THE PRODUCT THAT GIVES RISE TO THE CLAIM.

14. PATENT, TRADEMARK, AND OTHER INFRINGEMENT CLAIMS. In the event of any claim, suit, or proceeding brought against Customer alleging any Draeger manufactured Good violates any patent, trademark, or copyright about which Customer notifies Draeger in writing within 5 days after Customer becomes aware of the allegation, Draeger shall, at its option and expense, (i) defend such claim, suit, or proceeding, (ii) procure the Customer's right to use the Good, (iii) remove or modify the Good to avoid infringement, or (iv) allow Customer to return the Good and refund the purchase price paid to Customer less reasonable depreciation for Customer's use of the Good. In the event of defense of such claim, suit, or proceeding, Customer shall give Draeger information, assistance, and exclusive authority to fully control the defense and settlement of such claim, suit or proceeding. This indemnity shall not apply if Customer modifies or combines, operates, or uses the Good with any product, data, software, apparatus, or program not provided by Draeger and Customer shall indemnify and hold Draeger harmless against any liability or expense, including reasonable attorneys' fees, incurred by Draeger in connection therewith.

15. RIGHTS IN SOFTWARE, DOCUMENTATION, AND INTELLECTUAL PROPERTY. To the extent software, data, or other documentation or information (collectively, "*Software*") is embedded in or delivered with any Goods sold under this Agreement, the sale of such Goods shall not constitute the transfer of the ownership rights in such Software. The Software shall remain Draeger's property and Draeger grants to Customer a non-exclusive, non-transferable license solely to use the Software for the purpose, and in the manner, for which the Software was designed and produced. Customer shall not modify, reverse engineer, or create derivative works based on any of the Software, or permit any third party to do so. In addition, to the extent any third-party software is included in the Software, Customer will comply with any third-party software license terms provided by Draeger to Customer. Software that is provided separately to Customer as a Product is not included under this Section 15, but is governed under a separate license agreement, and may be subject to a licensing fee.

16. DATA PROTECTION. The Parties agree to comply with any privacy and data protection laws, including without limitation the General Data Protection Regulation (GDPR), to the extent relevant to the exchange of data between the Parties or storage or exchange of data in connection with Product provided hereunder.

17. TERMINATION. In addition to any remedies that may be provided under these terms and conditions, Draeger may terminate this Agreement or any part thereof with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under this Agreement and such failure continues for 30 days after Customer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any obligations of this Agreement, in whole or in part; (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) undergoes a change of control or ownership.

18. CONFIDENTIAL INFORMATION. All non-public, confidential, or proprietary information of Draeger disclosed by Draeger to Customer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Draeger in writing. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure without any confidentiality or restriction on use; or (c) rightfully obtained by Customer on a non-confidential basis from a third-party.

19. OTHER TERMS.

(a) *Compliance with Laws.* The Parties shall comply with all applicable laws and regulations, including, but not limited to, any laws and regulations relating to the import, or export, of any Product or associated technical data.

(b) *Benefit and Assignment.* Neither Party may assign, subcontract, or delegate any rights or obligations under this Agreement, without the prior written consent of the other Party, unless otherwise stated in this Agreement. Notwithstanding the foregoing, Draeger may assign any of its rights and obligations under this Agreement to one of its affiliates without notice to, or consent of, Customer. This Agreement shall inure to and be binding on the Parties and their respective successors, permitted assigns, and legal representatives. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(c) **Modification.** This Agreement may not be changed, modified, or amended, except in writing signed by duly authorized representatives of the Parties.

(d) **Governing Law, Venue, and Waiver of Jury Trial.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any conflict of law provisions. The Parties hereto hereby agree that the application of the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement and is expressly excluded. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be brought before a court of competent jurisdiction located in the Commonwealth of Pennsylvania. The Parties irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. **EACH PARTY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.**

(e) **Integration and Survival.** This Agreement together with any attachments or other documents incorporated by reference herein, constitute the entire agreement. The terms of this Agreement that by their nature are intended to survive its expiration or termination will continue in full force and effect after its expiration or termination.

(f) **Severability; Headings.** No provision of this Agreement, which may be deemed unenforceable, will in any way invalidate any other portion or provision of this Agreement. Section headings are for reference only and will have no substantive effect.

(g) **Waiver.** No waiver of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the Parties. No failure and no delay in exercising, on the part of any Party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

(h) **Relationship of the Parties.** The Parties are independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

(i) **Injunction.** Customer agrees that the remedies at law may be inadequate to protect Draeger against any actual or threatened breach of Sections 15 or 18 of this Agreement, and, without prejudice to any other rights and remedies otherwise available, Draeger will be entitled to seek injunctive relief.

(j) **Limitation of Actions.** Any action against Draeger arising out of this Agreement shall be commenced within one year from the date such cause of action has accrued, otherwise the same shall be barred.

(k) **Notices.** Notices shall be in writing and shall be deemed served upon receipt and shall be delivered in person or by nationally recognized courier or certified mail to Draeger, Inc. 3135 Quarry Road, Telford, PA 18969, Attention President with a copy to the same address to the attention of General Counsel (such copy shall not constitute service of process).

End of Terms and Conditions of Sale (Medical)