



BOARD OF TRUSTEES MEETING AGENDA

5:30 p.m., Monday, March 30, 2026
Hospital Meeting Rooms C-D
100 Medical Parkway, Denison, IA

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|--|-----------------|
| I. CALL TO ORDER | Jon Schuttinga |
| II. ROLL CALL OF DIRECTORS | Heather Wight |
| III. ORAL COMMUNICATIONS | |
| IV. WRITTEN COMMUNICATIONS | |
| V. CONSENT AGENDA ITEMS | |
| A. Previous Month's Minutes | |
| B. Quality Committee Meeting Minutes | |
| C. Medical Staff Meeting Minutes | |
| D. Executive Committee Meeting Minutes | |
| E. Credentialing and Reappointments | |
| F. Patient Experience Committee Meeting Minutes and Report | |
| G. Finance Committee Meeting Minutes | |
| H. Payroll and AP – February | |
| I. Mission Committee Meeting Minutes | |
| <i>Motion needed for Consent Agenda Items</i> | |
| VI. NEW BUSINESS/REPORTS | |
| A. Respiratory Department Report | Patrick Stevens |
| B. Capital Purchase – PFT | Patrick Stevens |
| <i>Motion Needed</i> | |
| C. Emergency Department Report | Jennifer Finken |
| D. Capital Purchase – Ultrasound Machines | Erin Muck |
| <i>Motion Needed</i> | |
| E. EMS Update | Jon Schuttinga |
| F. CEO Report | Erin Muck |
| G. Individual Board Member Comments | Board |
| VII. ADJOURNMENT | Board Chair |
| <i>Motion Needed</i> | |

Our Mission

To provide convenient access to safe, high quality, patient centered healthcare by skilled and trusted professionals while exceeding customer expectations

Crawford County Memorial Hospital

Board of Trustees

February 23, 2026

A meeting of the Board of Trustees of Crawford County Memorial Hospital was held on Monday, February 23, 2026, in Hospital Board Room D at Crawford County Memorial Hospital, Denison, Iowa.

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

ROLL CALL OF DIRECTORS

Present on site during the meeting were Jay Mendlik, Jon Schuttinga, Amy Schultz, Vernon Sid Leise, David Reisz, Erin Muck (CEO), Heather Rasmussen (Chief Quality Officer), Rachel Melby (CFO), Theresa Sheer (CNO), and Heather Wight (Recorder). Also in attendance were Brooke Tasler (Dietary Director left at 5:46) and Gordon Wolf (Denison Free Press). Not in attendance were Dr. Michael Luft (Chief Medical Officer) and Dr. David Wright (Chief of Staff).

ORAL COMMUNICATIONS

No oral communications were received.

WRITTEN COMMUNICATIONS

No written communications for the general agenda items were received.

BUDGET HEARING

FY27 County Property Tax Budget

The floor was open for public input.

Written objection by Rich and Deb Knowles is attached.

A motion was made by Reisz, second by Mendlik, to approve the FY27 County Property tax asking rate of \$1.39896 per \$1,000 of assessed value. Motion carried unanimously.

CONSENT AGENDA ITEMS

- 5.A approval of January 26, 2026, meeting minutes
- 5.B approval of Quality Committee minutes
- 5.C approval of Medical Staff meeting minutes
- 5.D approval of Executive Committee meeting minutes
- 5.E approval of credentialing of new appointment of Conrad and Alderson; reappointment of Elson and List and distant site credentialing reappointments of Shariati, Bharucha, Bradley, Chavis, Embrescia, Hesler, Houston, James, Kane, Lane, Cook, Paul, Saucer, Selthofner, Sheehan, Thornberry, Wright, Rakesh, Baymiller, Bennet, Bourdeaux, Challa, Dohar, Gill, Jordania, Kory, McGinnis, Salcedo, Shea, Stumpf and Wight.
- 5.F approval of Patient Experience Committee meeting minutes and Report
- 5.G approval of Finance Committee meeting minutes
- 5.H approval of Payroll and AP for January in the amount of \$4,070,101.72
- 5.I approval of Mission Committee meeting minutes

A motion was made by Schultz, second by Leise, to approve the Consent Agenda as presented. Motion carried unanimously.

NEW BUSINESS / REPORTS

Surgery Department Report

Sheer shared through December of FY2026, surgical cases are up 50 compared to last year, largely due to increases in General and Orthopedic Surgery, while most other specialties remain steady; Ophthalmology is slightly down due to limited provider availability, and the loss of Urology last January continues to impact totals. Surgical hours have increased by nearly 85 hours year to date. The department is recruiting for one full-time RN and has added PRN staff to strengthen coverage. All surgical staff will complete Periop 101 training to support ongoing education and best practices. Improvement efforts remain focused on increasing first-case on-time starts and ensuring timely completion of required post-operative documentation. Patient experience initiatives include scheduling surgeries before patients leave the clinic and maintaining up-to-date education and discharge information.

Dietary Department Report

Tasler reported providing inpatient and outpatient nutrition services, community outreach, and precepting a dietetic intern over the past year. The Dietary Department maintains oversight of food safety and sanitation compliance, produces approximately 90 meals daily, provides additional meals for Senior Life Solutions, and supports catering needs for meetings, including recruitment lunches. Quality initiatives included enhanced date marking and temperature monitoring processes, weekly audits, and installation of data loggers. After implementing a new plate warming system and completing staff education, patient satisfaction scores related to food temperature returned to expected levels.

EMS Update

Muck shared that Iowa's EMS system includes 724 authorized service programs operating from 901 locations, handling about 450,000 responses each year with roughly 10,860 certified clinicians, yet the state ranks 45th nationally in first-attempt certification pass rates. Many areas face strain, with 21 counties declaring EMS an essential service and over 70% relying at least partly on volunteers, contributing to critical personnel shortages. The system often uses tiered response models, combining centralized ambulance services with local non-transporting first responders to improve efficiency. CCMH Ambulance provides a required primary paramedic crew and a secondary crew for transfers and overlapping calls, though staffing that second crew has been difficult due to widespread EMS shortages. There are 3 volunteer transport services and other first responder crews in our community. There has never been a 911 call in Crawford County that has not been answered. Broader challenges include declining volunteer numbers, increasing certification requirements, and tension between volunteer and paid staff, prompting ongoing discussions and planning efforts. It is the recommendation of the Board to maintain the CCMH ambulance service and work with County Supervisors, Emergency Management Association (EMA), and volunteer services on EMS system collaboration and improvement efforts. The Board will also work with Crawford County Supervisors on EMS Essential Service designation if deemed appropriate.

Governance Forum

The Iowa Hospital Association Governance forum will be on Tuesday, March 10 and Hospital and Iowa Organization of Nurse Leaders (IONL) Day on the Hill will be Wednesday, March 11 in Des Moines. If you would like to attend the Governance Forum, please let us know. Attending these events helps leadership gain updates on key legislative priorities, financial and workforce challenges, and emerging risks affecting hospitals. The Governance Forum emphasizes best practices in board oversight, strategic decision-making, and the importance of trustee engagement in advocacy. During Hospital Day on the Hill, participants will

Board of Trustees

February 23, 2026

meet with state legislators to discuss healthcare access, workforce shortages, and affordability, reinforcing the critical role hospitals play in their communities and the value of strong relationships with policymakers.

CEO Report

The fire door project is nearing completion, with final installation scheduled for February 23 and remaining hardware and adjustments to be finalized by February 27. Swing Bed and Rehab Services achieved a 99th percentile Press Ganey score in December, while inpatient willingness to recommend ranked in the 51st percentile. Organizational Improvement Project Teams have begun meeting, and the first draft of customer service training is complete. Appreciation was extended to Board members and community partners for their involvement in the recent provider interview, where the candidate highlighted meaningful community engagement as a standout experience. Family medicine services will begin February 23 in the new rural health clinic space, marking the transition from Phase I to Phase II, which is expected to present logistical and wayfinding challenges despite proactive planning and marketing efforts. Mental health telemedicine visits have launched successfully with positive early traction. CCMH has been approved for two Rural Health Transformation Program grants supporting MRI replacement and recruitment of two-family medicine physicians, pending CMS budget approval.

Individual Board Member Comments

Mendlik would like to acknowledge and commend the hard work that has resulted in AR being at 45 days.

ADJOURNMENT

A motion was made by Mendlik, second by Schultz, that the meeting be adjourned at 6:56 p.m. Motion carried unanimously.

Smithfield has announced plans build a new \$1.3 Billion pork plant in Sioux Falls, SD, replacing their current plant on development land made possible by a \$50 Million gift from philanthropist Denny Sanford whose wealth came from his early and seminal entry into the lucrative plastic credit card business. Sanford's billions also funded the highly acclaimed Sanford Hospital group which funded hospitals in South Dakota and several other upper midwest states, including Iowa.

It is uncertain what affect Smithfield's \$1.3 billion investment in a plant just over two hours from Denison...and even closer to such counties with high hog numbers just to the north and northwest of Denison, but given the fact Denison's Smithfield plant, built sixty-seven years ago with local money primarily raised from investors to prop-up Crawford County's then sagging economy...(live hogs "on-the-hoof" were selling for ten cents a pound...10 cents...and corn was selling for thirty cents...30 cents... a bushel)...farmers were struggling and many were unable to repay their input, machinery and land purchase loans and consequently were being foreclosed upon by their banks...prompting Crawford County Industrial Development Corporation's President Dick Knowles and his Denison Bulletin and Review to seek a solution...promising Andy Anderson if he'd come to Denison and run (manage) the plant his money was raised to build that would not only provide a ready market right here in Crawford County (much closer than the terminal market plants in Sioux City, Omaha and Des Moines) where hogs could be brought and sold by pork producers at a higher price per pound due to the reduced shipping costs, reduction in weight "shrink" in transport and to a plant with innovative revolutionary cost efficiencies...for Andy Anderson and opened in 1959, but it may be assumed Smithfield may (will) be placing emphasis on the new Sioux Falls facility rather than on their aging Denison plant...which is clearly landlocked.

Unlike Sioux Falls, Crawford County has precious few large tracts of flat or nearly flat development ground and certainly not in a viable location near rail lines or readily accessible interstate highways.

What will happen to a \$28 Million renovated and expanded hospital facility if / when one of Denison's major employers pulls the plug on Denison in the next two decades?

Will it be the most ill-conceived, advised decision to risk precious few monies ever made in Crawford County?

Time will tell.

Given the uncertainties, the under-signed do hereby oppose the budget proposals to be considered in Public Hearing at today's CCMH Board Meeting and would encourage trustees to eliminate the approximately additional \$5 Million expenditures earmarked each

of the next two fiscal years. Instead, we encourage trustees to reduce the proposed budgeted amounts by \$5 million each of the next two fiscal years.

When recording the above objection, we also request the names of those making this objection...Rich and Deb Knowles, and the rationale included in the objection...be duly noted in the recorded and published minutes.

Thank you.

Respectfully submitted,

Rich and Deb Knowles

2610 Idlewood Drive

Denison, Iowa 51442

**CRAWFORD COUNTY MEMORIAL HOSPITAL
FINANCE COMMITTEE MEETING
March 27, 2026, 12:00 P.M.**

A meeting of the Finance Committee of the Board of Trustees was held on Friday, March 27, 2026, in the Administrative Conference Room. Present on site were Rachel Melby (CFO), Erin Muck (CEO), Amy Schultz, Jon Schuttinga, Katie Tremel (Radiology Director) and Heather Wight (recorder).

The meeting was called to order at 12:07 pm.

Committee Recommendations:

1. Total Payroll & Accounts Payable of \$3,064,529.54 for approval of payment.
2. Approve the capital purchases with Philips for a total of \$267,280 for replacement of Ultrasound and Echo equipment.
3. Approve the capital purchase with PulmOne in the amount of \$35,545 for the replacement of PFT equipment.

Approval of Minutes

The February 2026 minutes were reviewed and approved.

CFO Report

The CFO Report was reviewed.

Financial Reports

Statistical, Income and Cash Flow Report

Total hospital procedures were up 3.56% in February compared to the previous year. Similar to January, departments leading the increase were Lab, up almost 7%, and Physical Therapy, up almost 12%. However, many key departments saw notable decreases: Surgical Procedures were down 13% with 80 procedures, Medical Clinic Visits were down 6%, and Radiology procedures were down almost 3%.

Contractual adjustments as a percentage of revenue continue to run higher than average compared to previous years. The detailed breakdown of the adjustments was discussed at the meeting. In spite of expenses being under budget and lower than last February, due to the higher contractual adjustments and lower volumes in key areas, the net loss for February was \$343,337. Bringing the year-to-date net loss to \$1,194,252. Fortunately, we did receive our first Medicaid Directed Payment in March, so next month's financials will look much different.

Total Days Cash on Hand at the end of February are 273 days, with total cash balances decreasing \$1,367,293 for the month. The cash decrease in February was mainly due to the construction project in the amount of \$1,145,345, which included approximately \$550,000 in equipment and furniture for the new clinic area. Operating cash, without project funds, decreased to 186 Days Cash. Days in A/R continue to hold steady and under target at 44 days.

Balance Sheet

The Balance Sheet as of 02/28/26 reflects Total Assets of \$80,374,060.

**CRAWFORD COUNTY MEMORIAL HOSPITAL
FINANCE COMMITTEE MEETING
March 27, 2026, 12:00 P.M.**

Payroll & Accounts Payable

The committee reviewed and recommends total Payroll & Accounts Payable of \$3,064,529.54 to the Board for approval. This amount includes \$2,004,595.38 in salaries.

Accounts Receivable

Patient Accounts Receivable as of 2/28/2026 totaled \$9,657,004 which is a decrease of \$32,526 from January.

Capital Purchases

Ultrasound System Replacement

The committee reviewed a request to replace and update the Ultrasound machines, which will improve cardiac, vascular, and general imaging. The committee recommends the board approve purchase from Philips, which is widely considered the best in the industry and is used by our visiting specialists. The total cost to replace both machines is \$267,280. Based on current volumes the break-even point is approximately 6 ½ months.

PFT Equipment Replacement

The committee reviewed a capital purchase request to replace and update our PFT machine, which currently needs repair and is obsolete. Given the cost to repair, the committee recommends purchasing a new machine from PulmOne in the amount of \$35,545. Based on current volumes the break-even point is approximately 10 months.

Other Business

AHA Costs of Caring Report

The committee reviewed the American Hospital Association report on the Costs of Caring for 2026. The report elaborated on hospital expenses, which continue to grow, and the nationwide mismatch between expenses and revenues for hospitals of all sizes.

Adjourn - The meeting was adjourned at 1:10 p.m.

Crawford County Memorial Hospital

Comparative Statistical Report

February 2026

	Month to Date			Fiscal Year to Date		
	FY 2026	FY 2025	Variance	FY 2026	FY 2025	Variance
Total Admissions	33	39	-15.38%	248	265	-6.42%
Acute/OB	25	34	-26.47%	201	216	-6.94%
Skilled	5	4	25.00%	30	32	-6.25%
ICF	3	1	200.00%	17	12	41.67%
Respite	0	0	0.00%	0	1	-100.00%
Newborns	0	0	0.00%	0	4	-100.00%
Observation Admissions	15	17	-11.76%	171	133	28.57%
Total Adjusted Admits	48	56	-14.29%	419	398	5.28%
Total Patient Days*	201	244	-17.62%	1,675	1,786	-6.22%
Acute/OB	96	129	-25.58%	708	838	-15.51%
Nursery	0	0	0.00%	0	4	-100.00%
Skilled	41	44	-6.82%	306	423	-27.66%
ICF	8	1	700.00%	89	34	161.76%
Respite	0	0	0.00%	0	3	-100.00%
Observation	56	70	-20.00%	572	484	18.18%
*Includes Observation						
Average LOS (Acute/OB)	3.64	4.16	-12.51%	3.34	3.64	-8.09%
Hospital Procedures						
Inpatient	959	926	3.56%	6,026	7,589	-20.60%
Outpatient	13,828	13,353	3.56%	115,409	107,830	7.03%
Total	14,787	14,279	3.56%	121,435	115,419	5.21%
Surgical Procedures	80	92	-13.04%	780	756	3.17%
Anesthesia Procedures	67	66	1.52%	651	584	11.47%
ER Visits	405	455	-10.99%	3,435	3,661	-6.17%
Admits from ER	22	22	0.00%	171	223	-23.32%
Scheduled Outpatient Visits	100	98	2.04%	932	870	7.13%
Ambulance Trips	107	112	-4.46%	899	905	-0.66%
Xray Procedures	586	604	-2.98%	5,079	5,181	-1.97%
Mammography Procedures	89	84	5.95%	1045	997	4.81%
Flouro Procedures	4	5	-20.00%	36	23	56.52%
Ultrasound Dept Procedures	134	164	-18.29%	1252	1231	1.71%
Echo Procedures	42	41	2.44%	367	278	32.01%
CT Dept Procedures	236	230	2.61%	1926	1872	2.88%
MRI Dept Procedures	77	69	11.59%	690	605	14.05%
Nuc Med Procedures	6	8	-25.00%	44	34	29.41%
Total Radiology Procedures	1,174	1,205	-2.57%	10,439	10,221	2.13%
Respiratory Tx Procedures	82	92	-10.87%	649	608	6.74%
EKG Procedures	152	99	53.54%	1158	1018	13.75%
Sleep Studies	20	15	33.33%	192	126	52.38%
Lab Procedures	7,378	6,917	6.66%	57,765	53,148	8.69%
Physical Tx Procedures	1,658	1,485	11.65%	14,510	12,911	12.38%
Speech Procedures	85	10	750.00%	521	97	437.11%
OT Procedures	117	146	-19.86%	952	1138	-16.34%
Cardiac Rehab Procedures	178	104	71.15%	1399	971	44.08%
Pulmonary Rehab Procedures	7	12	-41.67%	67	81	-17.28%
Specialty Clinic Visits	460	471	-2.34%	3,854	4,001	-3.67%
Total Medical Clinic Visits	2,824	3,012	-6.24%	24,131	25,228	-4.35%

**CRAWFORD COUNTY MEMORIAL HOSPITAL
OPERATING/INCOME STATEMENT
FOR THE MONTH ENDING FEBRUARY 28, 2026**

<i>Gray lines are YTD. All %'s are based on net revenue except for the variance column and gross revenue.</i>	CURRENT MONTH <u>ACTUAL</u>		CURRENT MONTH <u>BUDGET</u>		CURRENT MONTH <u>VARIANCE</u>		PRIOR YEAR <u>ACTUAL</u>	
<u>PATIENT SERVICE REVENUES</u>								
INPATIENT SERVICES	656,759	10.4%	592,765	9.4%	63,994	10.8%	547,339	9.1%
	4,542,394	8.6%	5,016,174	9.4%	(473,779)	-9.4%	4,578,096	9.6%
OUTPATIENT SERVICES	5,572,507	88.2%	5,613,802	88.6%	(41,295)	-0.7%	5,399,372	89.8%
	47,997,772	90.4%	47,505,812	88.6%	491,960	1.0%	42,239,532	88.4%
SWING BED SERVICES	87,231	1.4%	127,869	2.0%	(40,639)	-31.8%	66,077	1.1%
	538,449	1.0%	1,082,072	2.0%	(543,624)	-50.2%	954,626	2.0%
TOTAL GROSS PATIENT REVENUE	6,316,497	100.0%	6,334,437	100.0%	(17,939)	-0.3%	6,012,787	100.0%
	53,078,614	100.0%	53,604,058	100.0%	(525,443)	-1.0%	47,772,254	100.0%
<u>DEDUCTIONS FROM REVENUE</u>								
MEDICARE ADJUSTMENTS	(1,529,932)	-24.2%	(1,404,306)	-22.2%	(125,627)	8.9%	(1,343,137)	-22.3%
	(12,357,378)	-23.3%	(11,883,692)	-22.2%	(473,686)	4.0%	(10,451,340)	-21.9%
TITLE XIX ADJUSTMENTS	(307,111)	-4.9%	(370,051)	-5.9%	(62,940)	-16.3%	(307,111)	-4.9%
	(2,391,014)	-4.5%	(482,784)	-0.9%	(1,908,230)	-395.3%	4,017,665	8.4%
BLUE CROSS ADJUSTMENTS	(731,192)	-11.6%	(642,535)	-10.1%	(88,657)	13.8%	(506,369)	-8.4%
	(5,520,406)	-10.4%	(5,437,343)	-10.1%	(83,063)	1.5%	(4,906,475)	-10.3%
OTHER ADJUSTMENTS	(489,028)	-7.7%	(330,170)	-5.2%	(158,858)	48.1%	(362,779)	-6.0%
	(3,360,317)	-6.3%	(2,794,005)	-5.2%	(566,312)	20.3%	(2,708,804)	-5.7%
PROVISION FOR UNCOLLECTIBLE	(218,080)	-3.5%	(157,775)	-2.5%	(60,306)	38.2%	(170,763)	-2.8%
	(1,465,443)	-2.8%	(1,335,139)	-2.5%	(130,304)	9.8%	(1,195,895)	-2.5%
CHARITY CARE	(8,532)	-0.1%	(16,052)	-0.3%	7,519	-46.8%	(34,588)	-0.6%
	(104,261)	-0.2%	(135,833)	-0.3%	31,572	-23.2%	(134,612)	-0.3%
TOTAL DEDUCTIONS FROM REVENUE	(3,283,877)	-52.0%	(2,607,888)	-41.2%	(675,989)	25.9%	(834,852)	-13.9%
	(25,198,819)	-47.5%	(22,068,797)	-41.2%	(3,130,022)	14.2%	(15,379,459)	-32.2%
NET PATIENT REVENUE	3,032,620	48.0%	3,726,548	58.8%	(693,928)	-18.6%	5,177,935	86.1%
<i>(as % of Gross Patient Revenue)</i>	27,879,795	52.5%	31,535,261	58.8%	(3,655,466)	-11.6%	32,392,794	67.8%
NET PATIENT REVENUE	3,032,620	96.6%	3,726,548	96.9%	(693,928)	-18.6%	5,177,935	98.3%
<i>(as % of Total Operating Revenue)</i>	27,879,795	96.7%	31,535,261	97.1%	(3,655,466)	-11.6%	32,392,794	96.1%
OTHER REVENUE								
DIETARY/MEALS INCOME	8,636	0.3%	7,042	0.2%	1,594	22.6%	6,261	0.1%
	63,302	0.2%	56,333	0.2%	6,968	12.4%	52,870	0.2%
OTHER INCOME	97,506	3.1%	110,200	2.9%	(12,694)	-11.5%	84,746	1.6%
	875,955	3.0%	881,600	2.7%	(5,645)	-0.6%	1,255,164	3.7%
TOTAL OTHER REVENUE	106,142	3.4%	117,242	3.1%	(11,100)	-9.5%	91,007	1.7%
	939,257	3.3%	937,933	2.9%	1,323	0.1%	1,308,034	3.9%
TOTAL OPERATING REVENUE	3,138,762	100.0%	3,843,790	100.0%	(705,028)	-18.3%	5,268,942	100.0%
	28,819,052	100.0%	32,473,194	100.0%	(3,654,142)	-11.3%	33,700,828	100.0%
<u>OPERATING EXPENSES</u>								
SALARIES	1,742,183	55.5%	1,924,113	50.1%	(181,930)	-9.5%	1,553,237	29.5%
	15,086,669	52.3%	16,282,469	50.1%	(1,195,800)	-7.3%	13,416,408	39.8%
BENEFITS	613,097	19.5%	634,613	16.5%	(21,516)	-3.4%	534,170	10.1%
	4,820,403	16.7%	5,345,273	16.5%	(524,869)	-9.8%	4,408,734	13.1%
PROFESSIONAL FEES	259,278	8.3%	249,638	6.5%	9,640	3.9%	284,953	5.4%
	2,553,575	8.9%	2,112,514	6.5%	441,062	20.9%	2,424,287	7.2%
SUPPLIES & EXPENSES	643,267	20.5%	788,896	20.5%	(145,629)	-18.5%	999,263	19.0%
	5,905,283	20.5%	6,476,439	19.9%	(571,156)	-8.8%	6,458,185	19.2%
OCCUPANCY	131,541	4.2%	148,603	3.9%	(17,063)	-11.5%	158,091	3.0%
	1,101,917	3.8%	1,188,827	3.7%	(86,910)	-7.3%	1,187,459	3.5%
DEPRECIATION	205,792	6.6%	223,750	5.8%	(17,958)	-8.0%	193,792	3.7%
	1,642,333	5.7%	1,790,000	5.5%	(147,667)	-8.2%	1,550,333	4.6%
TOTAL OPERATING EXPENSE	3,595,157	114.5%	3,969,613	103.3%	(374,456)	-9.4%	3,723,505	70.7%
	31,110,181	108.0%	33,195,522	102.2%	(2,085,341)	-6.3%	29,445,407	87.4%
NET OPERATING INCOME (LOSS)	(456,395)	-14.5%	(125,823)	-3.3%	(330,572)	262.7%	1,545,437	29.3%
	(2,291,129)	-8.0%	(722,327)	-2.2%	(1,568,802)	217.2%	4,255,422	12.6%
<u>NONOPERATING REV/EXP</u>								
TAXES	165,896	5.3%	165,896	4.3%	-	0.0%	181,742	3.4%
	1,327,171	4.6%	1,327,171	4.1%	-	0.0%	1,453,939	4.3%
GENERAL CONTRIBUTIONS	1,649	0.1%	1,000	0.0%	649	0.0%	204	0.0%
	16,248	0.1%	8,000	0.0%	8,248	0.0%	18,583	0.1%
INTEREST INCOME	81,232	2.6%	116,667	3.0%	(35,435)	-30.4%	105,472	2.0%
	844,410	2.9%	933,333	2.9%	(88,923)	-9.5%	761,070	2.3%
INTEREST EXPENSE	(135,718)	-4.3%	(164,667)	-4.3%	28,948	-17.6%	(43,930)	-0.8%
	(1,090,952)	-3.8%	(1,317,333)	-4.1%	226,381	-17.2%	(491,828)	-1.5%
TOTAL NONOPERATING INCOME (LOSS)	113,059	3.6%	118,896	3.1%	(5,838)	-4.9%	243,488	4.6%
	1,096,877	3.8%	951,171	2.9%	145,706	15.3%	1,741,764	5.2%
NET INCOME (LOSS)	(343,337)	-10.9%	(6,927)	-0.2%	(336,410)	4856.5%	1,788,924	34.0%
<i>Year to Date</i>	(1,194,252)	-4.1%	228,844	0.7%	(1,423,096)	-621.9%	5,997,185	17.8%

**CRAWFORD COUNTY MEMORIAL HOSPITAL
STATEMENT OF CASH FLOWS
FOR THE MONTH ENDING FEBRUARY 28, 2026**

	<u>THIS MONTH</u>	<u>YTD</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
CASH RECEIVED FROM PATIENTS AND THIRD-PARTY PAYORS	3,059,936	29,256,193
CASH PAID TO SUPPLIERS FOR GOODS AND SERVICES	(1,438,503)	(14,011,793)
CASH PAID TO EMPLOYEES FOR SERVICES	(1,929,449)	(16,609,129)
OTHER OPERATING REVENUE RECEIVED	106,142	1,101,965
NET CASH PROVIDED BY OPERATING ACTIVITIES	(201,873)	(262,764)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
COUNTY TAXES	9,586	1,228,701
CASH FLOW FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
PROCEEDS FROM ISSUANCE OF LONG-TERM DEBT	-	-
PRINCIPAL PAYMENTS ON LONG-TERM DEBT	(56,380)	(454,160)
INTEREST PAID ON LONG-TERM DEBT	(23,925)	(870,603)
ACQUISITION OF PROPERTY AND EQUIPMENT	(32,753)	(1,146,372)
CONSTRUCTION PROJECT FUNDS	(1,145,345)	(8,470,970)
NET CASH FROM (USED IN) CAPITAL AND RELATED FINANCING ACTIVITIES	(1,258,402)	(10,942,104)
CASH FLOW FROM INVESTING ACTIVITIES		
INTEREST RECEIVED	45,669	464,653
PROCEEDS FROM MATURITIES OF CERTIFICATES OF DEPOSIT	37,729	392,075
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	83,397	856,727
NET INCREASE (DECREASE) IN CASH	(1,367,293)	(9,119,440)
CASH		
BEGINNING	34,490,687	42,242,834
ENDING	33,123,394	33,123,394

<u>OPERATING INDICATORS:</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>Target</u>	<u>Desirable Trend</u>
Total Margin:	1.20%	0.56%	-11.95%	-0.17%	0.53%	-10.14%	2.00%	Increasing
Debt Service Coverage Ratio:	3.85	3.82	2.78	2.47	2.33	1.70	1.60	Increasing
Days Revenue in Patient A/R:	49	45	47	43	45	44	50	Decreasing
Days Cash on Hand:	314	312	299	292	284	273	180	Increasing
(w/o Project funds)	(198)	(196)	(197)	(198)	(194)	(186)		

**CRAWFORD COUNTY MEMORIAL HOSPITAL
BALANCE SHEET
AS OF: 2/28/26**

	Current Month		Prior Month		1-Month Net Change		1 Year Ago Month	
ASSETS								
CURRENT ASSETS								
Total Cash	10,452,042	13.00%	11,396,994	14.09%	(944,952)	-8.29%	13,867,012	15.70%
Patient Receivables	9,657,004	12.02%	9,689,530	11.98%	(32,526)	-0.34%	13,590,528	15.38%
Allowance for Uncollectibles	(638,000)	-0.79%	(653,000)	-0.81%	15,000	-2.30%	(935,000)	-1.06%
Allowance for Contractuals	(2,850,000)	-3.55%	(2,890,000)	-3.57%	40,000	-1.38%	(4,630,000)	-5.24%
Net Accounts Receivable	6,169,004	7.68%	6,146,530	7.60%	22,474	0.37%	8,025,528	9.08%
Other Receivables								
Est. Third Party Settlement	-	0.00%	-	0.00%	-	0.00%	-	0.00%
Taxes Receivable	782,111	0.97%	791,697	0.98%	(9,586)	-1.2%	849,622	0.96%
Other	281,843	0.35%	165,317	0.20%	116,527	70.49%	231,464	0.26%
Inventory	1,520,285	1.89%	1,528,904	1.89%	(8,619)	-0.56%	1,476,090	1.67%
Prepaid Expenses & Other	994,998	1.24%	831,498	1.03%	163,500	19.66%	751,103	0.85%
TOTAL CURRENT ASSETS	20,200,284	25.13%	20,860,940	25.78%	(660,656)	-3.17%	25,200,820	28.53%
ASSETS LIMITED AS TO USE								
Investments								
Cash & CD's	12,115,266	15.07%	12,071,657	14.92%	43,610	0.36%	13,550,300	15.34%
Bond/Project Funds	10,556,087	13.13%	11,022,035	13.62%	(465,949)	-4.23%	21,961,844	24.86%
Interest Receivable	55,185	0.07%	57,350	0.07%	(2,165)	-3.78%	112,300	0.13%
TOTAL ASSETS LIMITED AS TO USE	22,726,538	28.28%	23,151,042	28.61%	(424,504)	-1.83%	35,624,444	40.33%
OTHER ASSETS								
Physician Practice Intangibles	815,000	1.01%	815,000	1.01%	-	100.00%	815,000	0.92%
TOTAL OTHER ASSETS	815,000	1.01%	815,000	1.01%	-	0.00%	815,000	0.92%
PROPERTY & EQUIPMENT, NET								
Land	314,500	0.39%	314,500	0.39%	-	0.00%	314,500	0.36%
Land held for Future Dev	120,400	0.15%	120,400	0.15%	-	0.00%	120,400	0.14%
Land Improvements	2,623,208	3.26%	2,623,208	3.24%	-	0.00%	2,623,208	2.97%
Building	8,824,449	10.98%	8,819,949	10.90%	4,500	0.05%	8,675,741	9.82%
Fixed Equipment	18,121,626	22.55%	18,110,326	22.38%	11,300	0.06%	18,262,376	20.67%
Major Moveable Equipment	23,662,784	29.44%	23,642,969	29.22%	19,815	0.08%	22,399,828	25.36%
Leased Equipment	1,439,076	1.79%	1,439,076	1.78%	-	0.00%	1,439,076	1.63%
Deferred Costs	19,730,420	24.55%	19,011,474	23.50%	718,946	3.78%	7,465,582	8.45%
Right of Use Subscriptions	486,650	0.61%	486,650	0.60%	-	0.00%	201,265	0.23%
Allowance for Depreciation	(42,266,285)	-52.59%	(42,060,494)	-51.98%	(205,792)	0.49%	(39,699,270)	-44.94%
TOTAL PROPERTY & EQUIP, NET	33,056,828	41.13%	32,508,058	40.18%	548,769	1.69%	21,802,705	24.68%
DEFERRED OUTFLOWS OF RESOURCES								
Pension Related Deferred Outflows	2,883,373	3.59%	2,883,373	3.56%	-	0.00%	4,134,804	4.68%
Deferred Loss on Refunding	692,038	0.86%	692,038	0.86%	-	0.00%	761,243	0.86%
TOTAL DEFERRED OUTFLOWS	3,575,411	4.45%	3,575,411	4.42%	-	0.00%	4,896,047	5.54%
TOTAL ASSETS	80,374,060	100.00%	80,910,451	100.00%	(536,391)	-0.66%	88,339,016	100.00%
LIABILITIES & NET ASSETS								
CURRENT LIABILITIES								
Accounts Payable	371,277	0.46%	662,572	0.82%	(291,295)	-43.96%	330,902	0.37%
Accrued Payroll & Payroll Taxes	2,100,030	2.61%	2,071,062	2.56%	28,969	1.40%	2,144,538	2.43%
Accrued Health Insurance	2,261,776	2.81%	2,132,269	2.64%	129,507	6.07%	2,197,395	2.49%
Deferred Pro Tax Receivable	663,586	0.83%	829,482	1.03%	(165,896)	-20.00%	726,969	0.82%
Due to Third Parties - Other	4,480	0.01%	4,232	0.01%	248	5.86%	3,750	0.00%
Lease Payable - Short Term	139,052	0.17%	139,052	0.17%	-	0.00%	61,722	0.07%
Est. Third Party Settlements	1,459,089	1.82%	1,459,089	1.80%	-	0.00%	1,737,575	1.97%
Construction Payable	570,431	0.71%	570,431	0.71%	-	0.00%	-	0.00%
TOTAL CURRENT LIABILITIES	7,569,721	9.42%	7,868,189	9.72%	(298,468)	-3.79%	7,202,852	8.15%
OTHER LIABILITIES								
Lease Payable - Long Term	240,044	0.30%	240,044	0.30%	-	0.00%	352,943	0.40%
Bonds Payable - Long Term	37,145,707	46.22%	37,202,087	45.98%	(56,380)	-0.15%	43,403,091	49.13%
Interest Payable	356,927	0.44%	245,134	0.30%	111,793	45.61%	127,612	0.14%
Net Pension Liability	7,069,543	8.80%	7,019,543	8.68%	50,000	0.71%	9,623,976	10.89%
TOTAL LONG-TERM LIABILITIES	44,812,221	55.75%	44,706,807	55.25%	105,414	0.24%	53,507,622	60.57%
TOTAL LIABILITIES	52,381,942	65.17%	52,574,997	64.98%	(193,055)	-0.37%	60,710,474	68.72%
DEFERRED INFLOWS OF RESOURCES								
Pension Related Deferred Inflows	1,036,251	1.29%	1,036,251	1.28%	-	0.00%	774,116	0.88%
OPEB Related Deferred Inflows	251,200	0.31%	251,200	0.31%	-	0.00%	300,736	0.34%
TOTAL DEFERRED INFLOWS	1,287,451	1.60%	1,287,451	1.59%	-	0.00%	1,074,852	1.22%
NET ASSETS								
General Fund	27,898,918	34.71%	27,898,918	34.48%	-	0.00%	20,556,504	23.27%
Net Revenue (Loss)	(1,194,252)	-1.49%	(850,915)	-1.05%	(343,337)	40.35%	5,997,185	6.79%
TOTAL NET ASSETS	26,704,667	33.23%	27,048,003	33.43%	(343,337)	-1.27%	26,553,690	30.06%
TOTAL LIABILITIES & NET ASSETS	80,374,060	100.00%	80,910,451	100.00%	(536,391)	-0.66%	88,339,016	100.00%

CCMH Expenses Paid for the Month of February 2026

Abbvie US, LLC - Supplies	\$681.00	Grainger - Supplies	\$1,398.81
Access Technologies - Fees	\$192.97	Jamie Gross - Expenses	\$39.59
Agiliti Health, Inc. - Fees	\$14,330.92	GRP & Associates Inc. - Fees	\$573.33
Air Clean Systems - Fees	\$475.00	Kendra Hartwig - Expenses	\$1,400.00
Airgas USA - Supplies	\$2,246.84	Health Partners of Southwest Iowa - Fees	\$3,103.00
Alcon Vision, LLC - Supplies	\$8,922.76	Healthcare Compliance Testing, LLC - Fees	\$450.00
American Messaging - Fees	\$46.43	HealthLinx, Inc. - Fees	\$13,957.85
Ameritex Services - Fees	\$6,131.80	Heartland Business Systems, LLC - Fees	\$9,387.59
Anderson Erickson Dairy - Supplies	\$660.29	Jodi Henderson - Expenses	\$39.59
Armstrong Medical -Supplies	\$562.00	Highland Medical Staffing - Fees	\$2,169.70
Arthrex - Supplies	\$3,960.90	Hologic, Inc. - Supplies	\$1,332.00
B.Braun Medical, Inc. - Supplies	\$450.13	Tammy Hulsing - Expenses	\$181.99
Baxter healthcare Corp. - Supplies	\$3,220.74	HyVee - Supplies	\$3,480.25
Bayer Healthcare - Supplies	\$2,089.43	ICAN, Inc. - Advertising	\$637.50
BC Group International, Inc. - Fees	\$1,032.50	ICP Medical, LLC	\$932.38
Beckman Coulter, Inc. - Supplies	\$1,940.68	ICU Medical, Inc. - Supplies	\$5,211.74
Bell Medical, Inc. - Supplies	\$99.28	ID Apparel, LLC - Supplies	\$546.75
Sven Bilsten - Expenses	\$13.86	IDEXX Distribution, Inc. - Supplies	\$1,424.76
Biovigil Technologies, LLC - Supplies	\$2,198.49	Integrated Telehealth Partners - Fees	\$6,615.00
Bluespace Creative, Inc. - Fees	\$4,545.94	Iowa Hospital Association - Fees	\$125.00
Bomgaars - Supplies	\$39.46	Iowa State University - Fees	\$50.00
Boston Scientific Corporation - Supplies	\$2,442.72	J&J Health Care Systems, Inc. - Supplies	\$47,801.00
Bracco Diagnostics, Inc. - Supplies	\$1,765.42	Jackson Physician Search, LLC - Fees	\$9,900.00
Dr. Benjamin Burkett - Expenses	\$4,266.32	Jambiz - Rent	\$1,050.00
CR Bard, Inc. - Supplies	\$1,728.87	Dixie Janssen - Expenses	\$229.00
Cable Channel 13 - Fees	\$455.00	JP Gasway Co. - Supplies	\$1,580.00
Cardinal Health - Supplies	\$39,984.59	JP Turf and Pest, LLC - Fees	\$128.00
Cardinal Supplies and Fresheners - Supplies	\$52.80	KCI USA, Inc. - Supplies	\$388.36
Caresfield, LLC - Supplies	\$187.10	KDSN FM - Advertising	\$3,886.59
Carroll Cleaning Supply - Supplies	\$2,369.32	Keystone Glass Company - Fees	\$15,000.00
Scott Carver - Expenses	\$14,950.00	Kicktech, LLC - Fees	\$1,178.45
CDW Government, Inc. - Supplies	\$2,790.73	Jennifer Knickman - Expenses	\$39.59
Central Iowa Detention - Fees	\$444.83	Knowbe4, Inc. - Fees	\$6,726.00
CenturyLink - Fees	\$469.97	Kriss Premium Product, Inc. - Supplies	\$475.00
Cepheid - Supplies	\$20,332.30	Landauer, Inc. - Supplies	\$472.20
Cerner Corporation - Fees	\$37,284.27	Leslie Barnett Corporation - Supplies	\$806.50
Change Healthcare - Fees	\$5,844.69	LifeNet Health - Supplies	\$1,459.62
CHI Health - Fees	\$1,804.10	Lifeserve Blood Center - Fees	\$7,610.06
City of Dow City - Utilities	\$209.08	Little Hawks Childcare Center - Sponsorship	\$400.00
Civco Medical Solutions - Supplies	\$430.00	Dr. Patrick Luft - Expenses	\$961.00
Cobblestone Inn & Suites - Fees	\$2,026.00	Sara Luft - Expenses	\$191.00
College of American Pathologists - Fees	\$11,006.94	Macro Helix LLC - Fees	\$11,012.14
Compression Dynamics, LLC - Supplies	\$295.54	Craig Malone - Rent	\$750.00
Contract Guardian, Inc. - Fees	\$7,195.00	Manilla Times - Advertising	\$789.12
Convergeone, Inc. - Fees	\$1,637.64	Martin Bros Distributing Co., LLC - Supplies	\$4,195.13
Cook Medical, LLC - Supplies	\$882.60	Marco Technologies, LLC - Fees	\$3,372.34
Crawford County Home Health Hospice - Fees	\$37.50	McKesson Medical Surgical - Supplies	\$12,952.29
Crawford County Landfill	\$12.00	Medical Solutions - Fees	\$79,913.28
Cutler Anesthesia Services, PLLC - Fees	\$41,930.00	Medimizer Software - Fees	\$1,460.64
Datex (USA) Inc. - Supplies	\$12,724.53	Medline Industries LP - Supplies	\$23,865.16
Dearborn - Premiums	\$24,773.59	Mid-American Publishing - Advertising	\$90.00
Dell Marketing LP - Supplies	\$2,676.96	Mid-American Energy - Utilities	\$168.30
Denison Free Press - Advertising	\$1,531.33	Midwest Alarm Services - Fees	\$25.00
Denison Municipal Utilities - Utilities	\$16,087.97	Mindray DS USA, Inc. - Supplies	\$1,524.40
Department of Administrative Services - Fees	\$150.00	Mobilityworks, LLC - Fees	\$765.00
DIRECTV - Fees	\$400.80	Monarch Booster Club - Sponsorship	\$150.00
Do It Best Hardware - Supplies	\$137.06	Nebraska Medicine - Fees	\$1,250.00
Dorsey & Whitney, LLP - Fees	\$1,643.00	Nelson Electric Company LC - Fees	\$2,027.53
Draeger, Inc. - Supplies	\$5,979.66	New Century FS - Fuel	\$6,161.21
Drees Co. - Supplies	\$448.40	New York Life - Premiums	\$2,764.52
Eakes Inc. - Supplies	\$38.00	Nuance Communications, Inc. - Fees	\$1,520.96
Ecolab, Inc. - Supplies	\$554.41	NW Iowa Yes Center - Fees	\$2,509.95
EGOLD Fax - Fees	\$375.36	Observer - Advertising	\$572.29
Eide Bailly - Fees	\$19,320.00	Ommicell, Inc. - Fees	\$80.00
Elevate Roofing - Fees	\$308.54	Onmedia - Advertising	\$800.00
Ace Ettleman - Rent	\$550.00	Options Ink of Carroll, Inc. - Supplies	\$133.50
Scott Eveloff - Fees	\$4,315.00	Oxen Technology - Fees	\$11.00
Eventide Lutheran Home - Fees	\$618.75	Performance Health Supply LLC - Supplies	\$317.15
Family Crisis Centers - Sponsorship	\$500.00	Kim Petersen - Expenses	\$324.90
Fareway Stores - Supplies	\$856.55	Physician Lab Services - Fees	\$42,021.00
Farmer Bros. Co. - Supplies	\$886.28	Pitney Bowes Bank Inc Reserve - Postage	\$2,274.03
Federal Express Corp. - Fees	\$172.61	Plumbing & Heating Wholesale - Supplies	\$30.64
Jennifer Finken - Expenses	\$238.09	Plunkett's Pest Control - Fees	\$157.98
First National Bank Omaha - Expenses	\$12,794.64	Practical Sleep Services, LLC - Fees	\$12,030.00
First Wireless, Inc. - Fees	\$242.86	Press Ganey Ass., Inc. - Fees	\$4,140.81
Fluke Electronics - Supplies	\$798.81	Professional Computer Solutions - Fees	\$293.00
Frontier Telephone CO. - Telephone	\$328.39	Professional Medical Management - Supplies	\$6,710.00
Genzyme Corporation - Supplies	\$884.00	Propio Language Service - Fees	\$1,283.02
Getinge USA Sales LLC - Supplies	\$3,780.00	Psychiatric Medical Care, LLC - Fees	\$51,260.27

QuVa Pharma, Inc. - Supplies	\$215.90	Thoroughcare, Inc. - Fees	\$250.00
R&S Waste Disposal - Fees	\$2,548.81	Tanscat Biomedical - Supplies	\$826.00
Radiology Consultants, PC - Fees	\$640.00	Tri-Anim Health Services - Fees	\$169.92
Redsail Technologies - Fees	\$1.38	TruBridge - Fees	\$2,600.00
Remel, Inc. - Supplies	\$1,796.90	UKG, Inc. - Fees	\$2,573.77
Rhino Medical Services - Fees	\$3,137.75	Uline, Inc. - Supplies	\$82.32
RMP Services LLC - Fees	\$2,896.33	Unity Ridge Lutheran School - Sponsorship	\$250.00
Screencloud, Inc. - Fees	\$1,553.40	UnityPoint Clinic - Occupational Med - Fees	\$378.00
Secure Shred Solutions - Fees	\$319.00	US Foods - Supplies	\$9,247.80
Shared Medical Technology - Fees	\$2,915.77	V&H Tire Co., Inc. - Fees	\$65.00
Sherwin Williams - Supplies	\$1,156.40	Van-Wall Equipment, Inc. - supplies	\$1,700.00
Spendmend, LLC - Supplies	\$1,690.45	Veit, LLC - Fees	\$1,515.54
Staples Advantage - Supplies	\$1,251.60	Verizon Wireless - Telephone	\$683.38
Steris Corporation - Supplies	\$942.92	Trama Vetter - Expenses	\$246.76
Stryker Endoscopy - Supplies	\$2,865.81	Vision Service Plan - Premiums	\$3,810.73
Stryker Orthopedics - Supplies	\$13,186.00	VVC Holding LLC - Fees	\$1,409.20
Stryker Rental Services - Fees	\$1,091.84	Wells Fargo Financial Lease - Fees	\$935.18
Stryker Sale LLC - Supplies	\$1,602.00	Western Iowa Compressor - Fees	\$430.30
Sweet Treats & More - Fees	\$128.00	Western Iowa Networks - Telephone	\$1,673.63
Team Ford Lincoln - Fees	\$734.65	WIN - Fees	\$1,500.00
Teleflex LLC - Fees	\$1,069.00	Zimmer US, Inc. - Supplies	\$5,122.00
Tennant Sales and Service Co. - Fees	\$149.92	Patient Account Refunds	\$7,646.29

February Check Run & ACH Total **\$888,847.75**

DEPRECIATION FUND:

Bonsall TV & Appliance, Inc. - Facility Project	\$1,250.00
CME Corp - Facility Project	\$117,160.80
Cornerstone Commissioning - Facility Project	\$12,350.00
Dell Marketing LP - Computer Monitors	\$3,200.73
Heartland Business Systems, LLC - Software Migration	\$9,363.75
Invision Architecture - Facility Project	\$17,784.00
Leo A Daly - Facility Project	\$2,227.50
Lint Van Lines - Facility Project	\$4,030.00
VOC Associates, LLC - Facility Project	\$3,719.63

Depreciation Total

\$171,086.41

Salaries

\$2,004,595.38

GRAND TOTAL

\$3,064,529.54

**Crawford County Memorial Hospital
PURCHASING DEPARTMENT REQUEST
Capital & Minor Equipment**

Date: 3/24/26

Department: Cardiopulmonary

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 P.E.T machine

Item Requested: Pulmone P.E.T machine

Quantity: 1

Description: mini Box+

Justification of purchase: old machine obsolete by company, currently broken \$1000 to repair

Pricing reviewed by MM: ASCEND contract _____ MD Buyline checked _____

Reviewed by IT: AA Reviewed by Plant Operations: _____

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

In Buying Group?

Company #1: Pulmone \$35,545.00 Yes No

Company #2: Jaeger \$79,153.40 Yes No

Company #3: MCG Diagnostics \$92,415.39 Yes No

Recommendation: Pulmone

Approved for purchase from Pulmone (Company)

Purchase Order #: _____ Date: _____

Signature: _____

Department Manager

Signature: Richard [unclear]

CEO/CFO

Created Date 2/19/2026
Quote Number 00006097
Expiration Date 5/31/2026

Account Name Crawford County Memorial Hospital
Contact Name Patrick Stevens
Email pstevens@ccmhia.com
Phone 712-265-2667

Billing Address 100 Medical Pkwy
Denison, Iowa 51442
United States

Prepared By Daniel Wolf Email daniel.wolf@pulm-one.com

Product	Quantity	Sales Price	Discount (Percentage)	Total Price
3-Liter Calibration syringe	1.00	USD 300.00		USD 300.00
DLCO Gas Regulators	1.00	USD 400.00		USD 400.00
MB+ Extended Warranty - 3-4-4	1.00	USD 9,315.00		USD 9,315.00
MiniBox+ Cart	1.00	USD 2,480.00		USD 2,480.00
MiniBox+™	1.00	USD 33,050.00		USD 33,050.00
Shipping, installation, on-site training, and a 1-year manufacturer's warranty	1.00	USD 4,000.00	100.00%	USD 0.00

Payment Terms Other Total Price USD 45,545.00
General Notes This includes a 5-year warranty, and 200 free filters. Deal Discount USD 10,000.00
Deal Total USD 35,545.00
Grand Total USD 35,545.00

PulmOne Signature: _____

Customer Signature: _____
Date: _____

*This is the
P.F.T
machine
I want
Patrick*

TERMS & CONDITIONS

1. **Acceptance of Terms:** PulmOne USA Inc. ("PulmOne") agrees to sell to the person ("Customer") named in the purchase order (the "Order") those products and/or services referenced in the Order ("Products" and "Services" respectively), on and subject to these terms and conditions. No Order shall be binding on PulmOne until accepted by PulmOne in writing.
2. **Price and Taxes:** Prices in the Order do not include applicable value added, excise, sales, use, transfer, or other similar taxes which shall be borne solely by Customer.
3. **Payment Terms; Default:** All amounts must be paid within the period referenced in the Order. Customer will pay default interest on all outstanding amounts due under any Order at a rate of 2.0% per month, compounded simply ("Default Interest"). Should any amount owing and payable by Customer in respect of a Product be delayed by 30 days or more, then PulmOne shall be entitled, by notice to Customer, to terminate the Order, in which case, the following shall apply: (i) Customer must return the Product to PulmOne, at Customer's sole expense and risk, in the condition in which it was first delivered to Customer, together with all related packaging; (ii) to the extent PulmOne determines, in its sole discretion, that the Product is no longer in the condition in which it was originally delivered to Customer, then PulmOne shall be entitled to impose a fee on Customer, which Customer must pay on demand, up to the price of the Product; (iii) Customer will be required to pay to PulmOne, on demand, all costs and expenses (including reasonable attorney fees) in enforcing PulmOne's rights hereunder, plus a handling fee in the amount of \$1,500 (plus applicable taxes); (iv) Default Interest will continue to accumulate until Customer's obligations under this provisions have been fully complied with; and (v) Customer shall not be entitled to a refund of any amounts previously paid by Customer in respect of the Product.
4. **Title and Risk of Loss:** Title to the Products shall pass to Customer after and subject to full payment for the Products is received by PulmOne, however risk of loss shall pass to the Customer immediately upon delivery of the Products.
5. **Acceptance and Inspection:** All Products delivered must be examined by the Customer promptly upon receipt. Customer shall notify PulmOne in writing within ten (10) days after such receipt of any discrepancies between Products received and those ordered by Customer and any apparent defects or damage to the Products (inspection claims). PulmOne shall not be obligated to consider inspection claims made after such 10 day period. If an Order includes initial demonstration of Product functionality by PulmOne, Customer shall be deemed to accept the Products when functional testing by PulmOne demonstrates that a Product conforms to the specifications in such Product's operator manual.
6. **Limited Warranty:** All Products are warranted to be free of material defects in materials and workmanship for a period of 12 months beginning from the date Customer received the delivery of the Products (the "Warranty Period"). Customer's sole remedy in respect of a defective Product shall be to return the defective Product to PulmOne and receive a replacement Product (fixed or new) in return, or a credit in respect of the defective Product, at PulmOne's sole discretion. The cost of shipment of defective Products to PulmOne shall be for the account of Customer, and the cost of return of the replacement Product shall be for the account of PulmOne. Without derogating from the foregoing, it is hereby clarified that this limited warranty does not extend to: (i) nonconformities, defects or errors in the Products due to accident, abuse, misuse or negligent use of the Products or use in other than a normal and customary manner and in normal and customary environmental conditions, or failure to follow prescribed operating maintenance procedures, (ii) defects, errors or nonconformities in the Products due to modifications, alterations, additions or Product changes not made or authorized to be made by PulmOne, (iii) normal wear and tear, or (iv) damage caused by force of nature or act of Customer or any third party. The Warranty Period may be extended by the Customer by payment of an additional fee to PulmOne for such extended period, in an amount set by PulmOne from time to time.
CUSTOMER'S REMEDY FOR BREACH OF WARRANTY AS EXPRESSLY PROVIDED ABOVE CONSTITUTES PULMONE'S SOLE AND EXCLUSIVE OBLIGATION AND WARRANTY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES. CONTRACTUAL OR OTHERWISE, EITHER TO THE CUSTOMER OR TO ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND WAIVED.
7. **Intellectual Property Rights.** All intellectual property and other rights with respect to the Products, including, but not limited to, all patents, trademarks, copyrights, service marks, trade names, technology, know how, moral rights and trade secrets, all applications for any of the foregoing, and all permits, grants and licenses or other rights relating to the Products, both registered and unregistered, owned and/or otherwise used by PulmOne and all goodwill related thereto (hereinafter, referred to as the "IP Rights") are and shall remain at all times the sole and exclusive property of PulmOne. Customer will not have or acquire any right, title or interest in or otherwise become entitled to any IP Rights by taking delivery of, making payment for or otherwise using the Products. Customer must not reverse-engineer the Products or attempt to do so, or allow any person or entity to do so.
8. **Services and Support:** PulmOne provides standard maintenance service, repairs and support for the Product during the Warranty Period at no additional charge to the Customer. These Services include telephone technical support, hardware repairs, and software bug fixes. After the



Warranty Period, such maintenance, repair, and support services may be provided by PulmOne at its standard service rates. PulmOne shall perform the maintenance and support services in a reasonable timely, professional, and workmanlike manner using trained and qualified personnel capable of performing such services in accordance with standards used in the industry.

9. Limitations of liability: The total cumulative liability of PulmOne arising out of or in connection with any Product Ordered by Customer shall be limited to the purchase price paid by Customer for such Product. In no event shall PulmOne be liable for indirect, incidental, special, consequential, or punitive damages, of any nature or kind whatsoever and under any theory of law (whether in contract, tort, or otherwise), including but not limited to loss of anticipated profits, loss of revenue, loss of production, loss of business opportunity, downtime, loss of use of equipment or any installation, system or facility into which PulmOne's Products may be located, even if advised of the possibility of such damages in advance, and Customer will hold PulmOne harmless from and against any and all such liability in excess of this amount. PulmOne shall not be liable for any latent defects or any other defects that might appear after the lapse of the Warranty Period. Customer's sole and exclusive remedies for any damages or loss in any way connected with the provision of Services, shall be at PulmOne's option; (i) re-performance of the relevant Services; or (ii) return of an appropriate portion of any payment made by Customer with respect to the applicable portion of the Services.

10. Governing Law. The Order and these terms and conditions Order shall be governed by and construed in accordance with the laws of the State of Israel. The parties agree to submit any dispute connected with or arising under any Order to the exclusive jurisdiction of the competent courts in New York city, NY.

Customer : CRAWFORD COUNTY MEMORIAL HOSPITAL

100 MEDICAL PKWY
 DENISON Iowa 51442-2299

Quotation Number: 2025-158797

Quote Date: 03/13/2025
Quote Expiration: 05/12/2025

Prepared By: Edward Fick
Title: Sales Consultant -Respiratory Diagnostics
Phone:
Email: edward.fick@vyaire.com

Attn: Pat Stevens

We are pleased to quote the following items based on Premier (Vent Tier 2, PFT Tier 2, Sleep Tier 2); Contract# Vent PP-NS-1370 Expires 06/30/23; PFT PP-NS-1436 Expires 3/31/24)

Product	Description	Qty	List Price Each	Unit Price	Extended Price
Vyntus Body					
31797-001	VYNTUS BODY PC Diffusion System. Includes 1110L body plethysmograph with 551 pound patient bench and 25 inch telescoping arm, breathing circuit (including Ultrasonic sensor, Flow Path Valve, and Demand Valve), SentrySuite software, validated WIN 11 PC with sanitizable medical keyboard/mouse, 27 inch flat panel monitor, Deskjet printer, 3-L manual syringe, DLCO pressure regulator, 6 cylinder gas stand, box of 80 MicroGard IIB filters. Tests performed: Spirometry (FVC, SVC, MVV), Lung subdivisions (VTG, FRCpl, RV, TLC, Raw, Conductance and specific resistance and Resistance Volume Loops), Real-time DLCO (both Single Breath and Intra-breath), MIP/MEP, and pre/post bronchodilator. Standard software includes: Guidance and StabilTrac instructional applications, pre-formatted reports and reference sets with design tools for modification, QA checks and physician interpretation templates. 1st year warranty included.	1	\$83,616.50	\$52,340.62	\$52,340.62
768093	GAS .3%CO .3%CH4 21%O2 BAL N2 (ED)	1	\$299.00	\$172.10	\$172.10
V-859140-13	VYNTUS STANDARD CART with 2 shelves, top half cart is adjustable up/down height, left/right mousepad, monitor mount, mounting mechanism for arm, isolation transformer, and cable-management spine.	1	\$6,893.34	\$4,901.65	\$4,901.65
001-375420	ITGV SIMULATOR	1	\$4,051.69	\$2,756.25	\$2,756.25
760707	POWER CORD HOSPITAL GRADE	1	\$42.37	\$19.26	\$19.26
V-720000	JQM SYRINGE FOR VA-TEST	1	\$1,764.00	\$1,764.00	\$1,764.00

This is the replacement for the one I have I do not like this company

Product	Description	Qty	List Price Each	Unit Price	Extended Price
28568-001	SES STANDALONE Device to be configured as a standalone	1	\$0.00	\$0.00	\$0.00
32925-001	Additional Breathing Circuit for Vyntus BODY. Includes: 1 each of USS Module with polytube adapter, Flow Path Valve, Shutter and 1 pk of 5 Silicone Valves.	1	\$1,617.00	\$1,183.88	\$1,183.88
34553-142	SERVICE-VYN-LG DEVICE PFT FUNDMTLS TRG-2 DAYS-CUST HOSTED This 2-day course is designed to teach PFT operators how to perform quality diagnostic tests using the Vyntus™ pulmonary function testing devices. Provides training at a single customer location for up to 4 participants. Provides 14 AARC CRCE contact hours for 4 participants when training is purchased in conjunction with a new device.	1	\$3,632.48	\$3,302.25	\$3,302.25
33287-001	PROFESSIONAL SERVICES -- CUSTOMIZED REPORTS Provides a Vyaira Professional Services resource to create custom reports within the existing environment. Limited to a single round of customization/revisions with final sign off by customer. Once the customized reports are signed off by the facility, future revisions to those same reports will be subject to additional charges.	1	\$1,819.13	\$1,653.75	\$1,653.75
40005-104	SVC VYN BODY ESSENTIAL 4 YR. Vyntus BODY Essential Service Contract, 4 years. Please see contract terms and conditions for full program details.	1	\$12,568.00	\$11,059.84	\$11,059.84

Total List Price :	\$116,303.51
Total Line Item Discounts :	\$37,149.91
Total Discount Percent :	31.94
Total :	\$79,153.60
Total Price :	\$79,153.60

Sales notes:

Terms: Net 30 days / FOB: FOB Destination, prepay and add

The Parties acknowledge that the prices under this Agreement may reflect discounts, rebates, or other reductions in price (collectively, "discounts") and it is their intention that such discounts shall be administered consistent with the discount exception to the federal anti-kickback statute (42 USC 1320a- 7b(B)(3)(A)) and the related regulatory discount after harbor (42 CFR 1001.952(h)).

To place a purchase order:

Please email or fax a signed copy of this quote along with your purchase order unless noted otherwise by your sales consultant. Also reference the Jaeger Quotation Number located at the top of this form on your PO.

E-mail: GMB-US-RDx-CapitalOrders@Vyair.com

Federal ID: 99-4994398

Mailing Address: **Jaeger Medical America Inc**

14050 Rebecca St. Bldg 4
Moreno Valley, CA 92553
U.S.A

Installation Details

Please provide the primary contact information for this order. Providing the information below allows our customer service team to contact you with information and/or questions pertaining to the order or shipment of product.
Thank you.

Contact name : _____

Dept : _____

Phone : _____

Email : _____

Terms and Conditions



- 1. Quotation/Purchase Agreement; Effective Date; Product.** This Quotation/Purchase Agreement is comprised of the terms and pricing set forth in this document, including these Terms and Conditions (this "Agreement"). Customer acceptance of this Agreement is expressly limited to the terms of this Agreement. The "Effective Date" of this Agreement shall be the date set forth at the top of the first page of this Agreement. "Product" means each Jaeger product and/or service identified in this Agreement.
- 2. Performance.** Each Party shall bear the cost of the Party's performance of this Agreement. Each Party shall comply with all federal and state laws and regulations applicable to the Party's performance of this Agreement.
- 3. Purchase Orders; Minimum Order.** Any terms stated in, or otherwise provided in connection with, a Customer purchase order ("Purchase Order") that are in addition to or conflict with this Agreement shall have no force or effect. No Purchase Order shall be less than \$75.00.
- 4. Delivery.** Except as set forth in any applicable group purchasing organization agreement Products shall be delivered FOB Origin, freight prepaid and add to the Customer's address set forth in this Agreement as soon as commercially reasonable after the Effective Date, or as otherwise mutually agreed in writing.
- 5. Risk of Loss.** Following delivery of a Product to Customer, Customer shall be responsible for any loss of or damage to the Product from any cause ("Loss") except for Loss caused by Jaeger's negligence.
- 6. Acceptance.** A Product will be deemed accepted by Customer upon delivery or upon completion of the applicable Jaeger implementation services, provided that such Product functions substantially in accordance with the specifications of its Operating Manual (defined below). Customer may reject a Product only if the Product fails to function substantially in accordance with the specifications of its Operating Manual.
- 7. Payment Terms.** After Jaeger delivers a Product (or completes performance, if the Product is a service), Jaeger shall deliver an invoice to Customer that identifies and states the price for each Product. For sales within the United States, Customer shall pay the price stated for Products within thirty (30) days after Jaeger delivers such invoice to Customer. For sales outside the United States, Customer shall pay the price stated for Products within thirty (30) days after Jaeger delivers such invoice to Customer.
- 8. Taxes.** Prices and fees stated for Products do not include any taxes, if applicable. Customer shall pay when due any sales, property or other taxes or other assessments of any kind (other than any tax based solely on Jaeger's net income) and related interest and penalties arising from Customer's acquisition or possession of the Products.
- 9. Operating Manual.** If applicable, Jaeger shall deliver to Customer, solely for Customer's internal use, one (1) copy of the then-current operating manual ("Operating Manual") for each Product. Customer shall not reproduce any Operating Manual.
- 10. Limited Warranty.** Each Product shall perform in accordance with the material specifications of the Product's Operating Manual (the "Limited Warranty"). If a Product fails to perform in accordance with the Limited Warranty because of a defect in workmanship or material, then, as Customer's sole remedy (not limiting any right to indemnification pursuant to Sections 15 and 17), Jaeger shall promptly repair or replace, at Jaeger's option, the Product, or any part thereof. EXCEPT FOR THE LIMITED WARRANTY STATED IN THIS SECTION, JAEGER DISCLAIMS ANY AND ALL WARRANTIES REGARDING THE PRODUCTS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Limited Warranty does not apply to any Product that: (i) has been modified, repaired or altered, or, solely with respect to Vyntus Body, removed from its original shipping crate or packaging except by Jaeger; (ii) has not been properly installed, used, handled, operated or maintained in accordance with any handling or operating instructions provided by Jaeger; or (iii) has been subjected to physical or electrical stress, misuse, abuse, negligence, accidents or causes beyond Jaeger's reasonable control.
- 11. Restriction on Use of Products.** Customer shall use each Product only: (i) for Customer's internal use; (ii) in the manner described in the Product's Operating Manual; and (iii) in accordance with applicable laws and regulations. Customer shall not install or use on a Product any software other than software licensed from Jaeger for use with that Product. Customer shall not remove or alter any tags, labels or identifying markings placed by, or on behalf of, Jaeger on any Products or packaging.
- 12. Returned Goods Authorization.** Customer shall request, and Jaeger shall then provide, a Returned Goods Authorization number for a Product prior to Customer delivering that Product to Jaeger for warranty or repair services pursuant to this Agreement.
- 13. Product Software.** "Product Software" means all Jaeger-owned software, (e.g. application software, embedded and/or integrated software, interface software, custom drivers), and "Third Party Software" is any software distributed with the Products owned by a third party for which there is no separate license agreement between you and the owner of the Third Party Software (collectively the "Software"). Jaeger is not selling any Software and all title and intellectual property rights in and to the Software is owned by the owner of the Software. Jaeger licenses Software to Customer solely pursuant to the terms of this Agreement; there are no implied rights. Customer shall not: (i) translate, disassemble, decompile, reverse engineer, alter, modify or create any derivative work of any portion of the Software; (ii) make any copies of Software, except for one (1) copy to store for emergency back-up purposes only; or (iii) sell, assign, sublicense, distribute, rent or transfer Software to a third party.
- 14. Decontamination.** Customer shall clean and decontaminate any previously-used Product prior to delivering or tendering that Product to Jaeger to permit Jaeger to perform implementation or repair services.
- 15. Intellectual Property Indemnity.**
 - (a) **Notice and Cooperation.** Customer shall provide notice in accordance with Section 27(c) to Jaeger promptly after Customer receives actual notice of any demand, claim, suit, or proceeding against Customer that contends that a Product used by Customer consistent with the Operating Manual infringes any United States patent, copyright, trade secret or other proprietary right of a third party (each, an "Infringement Claim"). Customer shall authorize Jaeger to have sole control of the defense and/or settlement of the Infringement Claim. Upon Jaeger's request, Customer shall provide reasonable cooperation in the defense and/or settlement of the Infringement Claim.
 - (b) **Indemnity.** Jaeger at its expense shall: (i) defend the Infringement Claim; (ii) pay any damages and costs assessed against Customer (or payable by Customer pursuant to a settlement agreement) arising out of the Infringement Claim; and (iii) reimburse Customer for reasonable costs and expenses incurred by Customer to provide the cooperation requested by Jaeger pursuant to Section 15(a) of these General Terms.
 - (c) **Indemnity for Injunction.** If Customer is enjoined ("Enjoined") from using a Product related to an Infringement Claim, then Jaeger shall immediately use commercially reasonable efforts to dissolve the injunction, replace the Product with a substantially equivalent Product and/or modify the Product so that the Product's use is no longer Enjoined in a manner that does not substantially affect the performance of the Product. If Customer is Enjoined for a period exceeding sixty (60) consecutive days and, if Customer provides notice (the "Election Notice") to Jaeger while Customer is Enjoined, then, within fifteen (15) days after the Election Notice, Jaeger shall take possession of and title to the Product and shall pay Customer the amount of the net Purchase Price or net License Fee paid by Customer for the Product less 1/60th of that net Purchase Price or net License Fee for each calendar month that elapsed between the date the Product was delivered to Customer and the date of the Election Notice.
 - (d) **Exclusive Remedy.** This Section 15 states Customer's exclusive remedy and Jaeger's total liability to Customer regarding an Infringement Claim.
- 16. Option to Modify.** If Jaeger determines that a Product might infringe any United States patent, copyright, trade secret or other proprietary right of a third party, then Jaeger may, at its option, replace the Product with a substantially equivalent Product or modify the Product in a manner that does not adversely affect the performance or

Terms and Conditions



functionality of the Product.

17. Indemnification. Each Party ("Indemnifying Party") shall indemnify and defend the other Party (the "Indemnified Party") against any claims asserted against the Indemnified Party by a third party for losses, injuries, or damages caused by the Indemnifying Party's conduct. In addition, Jaeger shall indemnify and defend Customer against any claim asserted against Customer by a third party based upon a Product that has not been modified other than by or on behalf of Jaeger.

18. Exclusion of Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OR PROFITS. This Section shall not limit a Party's right to indemnification from the other Party pursuant to Sections 15 and 17.

19. Insurance. Jaeger will maintain: (i) commercial general liability insurance, with per occurrence limits and aggregate limits (including, without limitation, any excess or umbrella coverage) of not less than \$2,000,000 and \$5,000,000, respectively; (ii) Products and Completed Operations insurance, and at Customer's written request naming Customer as an additional insured with per occurrence limits and aggregate limits of not less than \$5,000,000 and \$5,000,000 respectively; (iii) cyber liability and privacy notification insurance with per occurrence limits and aggregate limits of not less than \$1,000,000 and \$3,000,000; and (iv) workers' compensation insurance in compliance with statutory requirement and employers' liability insurance in an amount of not less than \$1,000,000 per occurrence.

20. Default by Customer. If Customer (i) fails to pay any payment required by this Agreement within ten (10) days after Jaeger delivers notice to Customer that the payment is past due or (ii) fails to cure any other default of this Agreement within thirty (30) days after Jaeger delivers notice to Customer identifying the default, then Jaeger may by notice declare Customer to be in breach and may elect, to the extent permitted by applicable law and in addition to and without prejudice to any other remedy available at law or equity, cancel the then-remaining performance of this Agreement and/or repossess any Product for which Customer has not paid Jaeger in full.

21. Default by Jaeger. If Jaeger fails to cure a material default of this Agreement within thirty (30) days after Customer delivers notice to Jaeger identifying such default, then Customer may by notice declare Jaeger to be in breach and may elect, to the extent permitted by applicable law and in addition to and without prejudice to any other remedy available at law or equity, to cancel the then-remaining performance of this Agreement, except for payment due for Product delivered to Customer and for which Customer has not paid Jaeger in full.

22. Proper Reporting of Discounts and Pricing. The prices under this Agreement may reflect "discounts or other reduction in price" as that term is used in the "safe harbor" regulations in the Medicare/Medicaid Anti-Kickback Statute, 42 C.F.R. § 1001.952(h). The parties hereto shall: (i) comply with all applicable laws and regulations relating to the accounting, application, and proper reporting of discounts and pricing under this Agreement, including but not limited to the requirements of the discount "safe harbor" located at 42 C.F.R. § 1001.952(h); (ii) properly report and appropriately reflect all prices paid under this Agreement net of all discounts as required by applicable laws and regulations, including but not limited to on Medicare, Medicaid and state agency cost reports; and (iii) retain a copy of this Agreement and all other documentation regarding this Agreement, together with the invoices for purchase of products hereunder and shall permit representatives of the U.S. Department of Health & Human Services or any relevant state agency access to such records upon request.

23. Access to Records. For a period of four (4) years after Jaeger has performed this Agreement, Jaeger shall make available, upon written request of the Secretary of the Department of Health and Human Services ("Secretary"), or upon request of the Comptroller General of the United States ("Comptroller"), or any of their duly authorized representatives (collectively, the "Requesting Party"), this Agreement, any books, documents, and records necessary to certify the nature and extent of the costs paid by Customer to Jaeger pursuant to this Agreement ("Access"). If Jaeger pays a subcontractor more than \$10,000 over a twelve (12) month period to perform any services in connection with this Agreement, then Jaeger shall obligate the subcontractor to permit Access to the Requesting Party.

24. Confidentiality. Except as required by law, neither Party shall disclose to a third party the terms of, or issue any public statement regarding, this Agreement without the other Party's prior written approval.

25. Exclusion. Jaeger is not excluded from participation from any federally-funded health care program, including Medicare and Medicaid (each, a "Program"). If Jaeger is excluded from any Program, then Jaeger shall immediately deliver notice to Customer and, subject to the satisfaction of any rights then-accrued by the Parties, Customer may elect by notice to cancel any remaining obligations in connection herewith.

26. Customer Policies. Jaeger and its employees shall comply with Customer's reasonable security rules, policies and procedures provided in writing and agreed to in advance by Jaeger ("Customer Policies"). Customer will notify Jaeger in writing of any material changes to Customer Policies. Any terms of the Customer Policies that are in addition to or conflict with this Agreement (e.g., terms related to purchase, delivery, payment, or termination) will have no force or effect unless adopted via a written amendment to this Agreement signed by each Party.

27. General.

(a) **Force Majeure.** If a Party is reasonably prevented from performing an obligation of this Agreement because of fire, flood, wind, earthquake, explosion or other disaster, acts of military authorities, acts of civil authorities unrelated to any violation of law by the Party, war, riot, insurrection, act of terrorism or other cause beyond the Party's reasonable control (collectively, a "Force Majeure Event"), then that Party shall not be in breach of this Agreement during the period that Party is prevented from performing that obligation, provided that the Party: (i) promptly delivers notice to the other Party identifying the Force Majeure Event; and (ii) immediately uses best efforts to perform the obligation notwithstanding the Force Majeure Event.

(b) **Assignment.** Neither Party may assign any rights or obligations under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, provided that either Party may assign such Party's rights and obligations under this Agreement without the other Party's consent: (i) to an affiliate; or (ii) incident to the transfer of all or substantially all of such Party's business assets in connection with the subject matter of this Agreement.

(c) **Notices.** Any notice from one Party to the other Party related to this Agreement shall be in writing and delivered either by hand, overnight courier or first-class mail (certified or registered, return receipt requested, postage prepaid) to the receiving Party's Notice Address stated below. A notice shall be deemed to be given when delivered if by hand or by overnight courier and three days after it is mailed if by certified or registered mail. Either Party may change its Notice Address upon delivery of notice to the other Party.

(d) **Severability: Non-Waiver.** If a court or other body of competent jurisdiction declares any term of this Agreement invalid or unenforceable, then the remaining terms shall continue in full force and effect. No right created by this Agreement shall be deemed waived unless specifically and expressly waived in a writing signed by the Party possessing the right.

(e) **Governing Law.** This Agreement shall be governed by the laws of the state identified in Customer's Notice Address below, without regard to that state's conflicts of law provisions.

(f) **Prevailing Party.** If a Party prevails against another Party regarding any claim arising from or related to this Agreement, then the non-prevailing Party shall reimburse the prevailing Party for costs, expenses, and attorneys' fees reasonably incurred by the prevailing Party regarding such claim.

Terms and Conditions



Formerly trading as
Vyair Respiratory Diagnostics LLC

(g) **Entire Agreement: Amendment.** This Agreement constitutes the entire agreement and understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior written and oral agreements, quotes, proposals, bids/bid responses, and understandings between the Parties regarding the subject matter of this Agreement. No changes to this Agreement shall be effective unless in a writing signed by both Parties. Any terms of Customer's Vendor Policies that are in addition to or conflict with this Agreement shall have no force or effect.

28. Applicable Terms of GPO Agreement. If a Group Purchasing Organization agreement ("GPO Agreement") is applicable to a Quotation/Purchase Agreement ("QPA") as of the Effective Date of the QPA and if the GPO Agreement states that identified terms of the GPO Agreement are incorporated into the QPA related to that Product, then the identified terms of the GPO Agreement shall be incorporated into the QPA related to that Product and shall supersede any conflicting term or condition applicable to the QPA related to that Product.

29. Implementation Projects. If the scope of work includes an implementation project, Customer and Jaeger mutually agree it is necessary to properly resource the project and develop a project plan and statement of work. Each Party acknowledges that maintaining an agreed-upon schedule is necessary to successfully complete the project with minimal costs. Both Jaeger and Customer will appoint project managers to plan and manage the implementation. The project managers' initial task shall be to complete the planning phase, which includes the development of a weekly project schedule that specifies the completion date of all phases from "hardware builds" through "go-live". This project plan must be completed and signed by both Jaeger and the Customer before subsequent phases may begin. Jaeger expects that this planning phase will take approximately two weeks, though this is just an estimate. The project plan shall specify each phase of the project in one-week increments. Customer acknowledges that Jaeger will dedicate personnel to the Customer's project based on the weekly project plan and Customer agrees to satisfy its obligations in accordance with the project plan. Any failure by Customer to satisfy its obligations set forth in the project plan will cause at least a one-week delay and likely require the rescheduling of Jaeger resources allocated to later phases and other projects. All project delays will be documented as they occur within the project meeting minutes and Customer shall be liable for any project milestone delay charges, which shall be assessed at the rate of four (4) hours of labor at Jaeger's standard rate. Jaeger shall also be entitled to recover any expenses associated with the rescheduling of on-site support as a result of Customer's delay. Jaeger shall provide a statement detailing all milestone delay charges as they occur and all such fees shall be invoiced at the conclusion of the project.

30. ArtiQ Solutions. The following terms shall apply to any cloud-based computer software programs developed by ArtiQ, NV ("ArtiQ") and distributed by Jaeger (each, an "ArtiQ Solution"):

- (a) ArtiQ.PFT is not designed as a replacement of a medical practitioner's interpretation of pulmonary function testing results and judgment. The ArtiQ text output is meant to support/facilitate the PFT report review done by the medical practitioner. The medical practitioner should always review the ArtiQ text description and is responsible to agree or disagree with the ArtiQ text output.
- (b) The report service/backend server will require internet access to the Fully Qualified Domain Name/FQDN (usa-api.artiq.eu), the measurement devices themselves do not require internet access. The exception to this is in a standalone device scenario, where review takes place on the standalone device. In this case, the PFT device will need internet access which will still be limited to the sole URL required to connect to the ARTIQ.PFT service.
- (c) Subscriptions to an ArtiQ Solution are non-cancellable and non-refundable in whole or in part.
- (d) As Customer may download and save each interpretation of data performed by an ArtiQ Solution, each separate utilization of an ArtiQ Solution is considered a separate "test" and will be deducted from the total credits/package purchased by Customer, including multiple accesses of the same patient's data.

Each person signing below represents that he/she intends, and has the authority, to bind his/her respective Party to this Agreement.

[CUSTOMER'S LEGAL NAME]

Notice Address: _____

City, State, Zip: _____

By: _____

Print: _____

Title: _____

Date: _____

JAEGER MEDICAL AMERICA, Inc.

14050 Rebecca St. Bldg 4

Moreno Valley, CA 92553

By: _____

Print: _____

Title: _____

Date: _____



MGC
DIAGNOSTICS®

MGC DIAGNOSTICS CORPORATION
through its subsidiary Medical Graphics Corporation
350 Oak Grove Parkway
St. Paul, MN USA 55127-8599
www.mgcdiagnostics.com
T: +1 800.950.5597
F: +1 651.379.8222

Price Quotation

Quote Number	00042406	Terms	Pending Credit Acceptance
Created Date	3/11/2025	Delivery	60-120 Days ARO
Expiration Date	5/12/2025	F.O.B.	Destination, Prepay & Allow
Contract	Premier PP-NS-1893		

Prepared By

Sales Rep	Ron Fremling	Phone	(651) 766-3341
Email	rfremling@mgcdiagnostics.com	Mobile	+1 6512604230
Fax	(651) 379-8222		

Prepared For

Account Name	Crawford County Hospital	Contact Name	Patrick Stevens
Address	100 Medical Pkwy	Phone	(712) 265-2667
City, State, Zip	Denison, Iowa, 51442	Email	pstevens@ccmhia.com
Phone	712-263-5021		

Quotation Instructions

Have questions or require assistance submitting an order? Please contact your account representative using the contact information listed in this quotation or call 800-655-1133, option 2.

Approved quotes should be sent to: Orders@MGCDiagnostics.com or faxed to: 651-484-8941.
Please include a copy of your purchase order when submitting an approved quote.

Quotation Details


This Quotation supersedes all prior agreements, proposals or understandings between the parties whether written or oral. The quote, along with its exhibits and the National GPO Premier PP-NS-1893 contract, constitutes the entire agreement, and Medical Graphics is not liable or bound to any representations or agreements except as specifically set forth herein. Contract PP-NS-1893 shall govern all terms and conditions. Upon acceptance by both parties, this Quotation shall not be modified or amended in any way except by written instrument signed by both parties hereto. The Total Investment excludes taxes and local electrical inspection, if required. Option is included only if quantity is noted and total price is extended.

Installation: Elite and Ultima systems include installation by a MGC Diagnostics Field Service Technician

Training: Training is included only if quantity is noted and total price is extended. Operator training must be scheduled within 60 days of installation. Biomed training must be scheduled within one-year of installation. Cancellations made less than 14 days ahead of scheduled installation and/or training are subject to penalty equal to 50% of the fair market value of the installation and/or training.

Warranty: One year from the date of installation for software and equipment. 180 days for other products including replacement parts.

Quotation Line Items

Product Image	Product	Description	Qty	List	Contract	Total
	Platinum Elite DX Body Plethysmograph with RTD P/N: 830008-902	726 Liter Plethysmograph Chamber with Spirometry, Thoracic Gas Volumes, Airways Resistance, Nitrogen Washout & Real Time Diffusion Capacity Includes: Windows Computer, 3L Syringe, Startup Kit, Regulators for O2, DLCO & Calibration Gas, & One E Cylinder of Calibration Gas **Customer Must Provide H/K Tanks of O2 & DLCO Gas**	1	\$68,723.00	\$51,038.63	\$51,038.63
	Cart P/N: 543060-001	Ergotron Cart with LCD Pivot	1	\$2,941.00	\$2,941.00	\$2,941.00
	Shelf P/N: 543693-001	Ergotron Cart Printer Shelf	1	\$552.00	\$540.75	\$540.75
	Environment Monitor P/N: 800235-001, 536161-001	Includes: Environment Monitor (temp, humidity and pressure) & Interface Cable	1	\$807.00	\$672.00	\$672.00
	Software License P/N: 147934-902	Ascent Software - Full Workstation License Note: Price available with new system purchase only	1	\$2,096.00	\$2,096.00	\$2,096.00
	Software Option P/N: 147902-301	Ascent Software Bronchial Provocation Option - Per Workstation	1	\$1,576.00	\$1,545.00	\$1,545.00
	Software Option P/N: 147902-304	Ascent Software Pulmonary Consult Option - Per Workstation	1	\$1,576.00	\$1,576.00	\$1,576.00
	Isothermal Lung P/N: 800178-001	Isothermal Lung Model	1	\$2,495.00	\$2,495.00	\$2,495.00
	Hemoglobin Monitor P/N: 536733-001	OrSense NMB 200 Hemoglobin Monitor	1	\$6,824.00	\$6,689.85	\$6,689.85
	Kit 1: Filter & Nose Clip P/N: 536719-001	Kit 1 - Includes preVent II Filter (oval with lip grip) & Nose Clip (Qty 100)	1	\$226.00	\$221.00	\$221.00
	Patient Circuit P/N: 758200-001	BreathPath Patient Circuit (Box of 12 Qty)	1	\$244.00	\$149.87	\$149.87
	Handle P/N: 543370-001	preVent Flow Sensor Handle	1	\$51.00	\$44.29	\$44.29
	Operator Training P/N: 900003-005	Two Day Onsite Operator Training (up to 4 People)	1	\$4,078.00	\$3,811.00	\$3,811.00
	UltraCare P/N: 920003-006	Five-Year UltraCare Preferred Support Agreement for Elite	1	\$25,725.00	\$18,595.00	\$18,595.00

Quotation Totals

List Price Total \$117,914.00
 Contract Price Total \$92,415.39
 Grand Total \$92,415.39

Quotation Acceptance Information

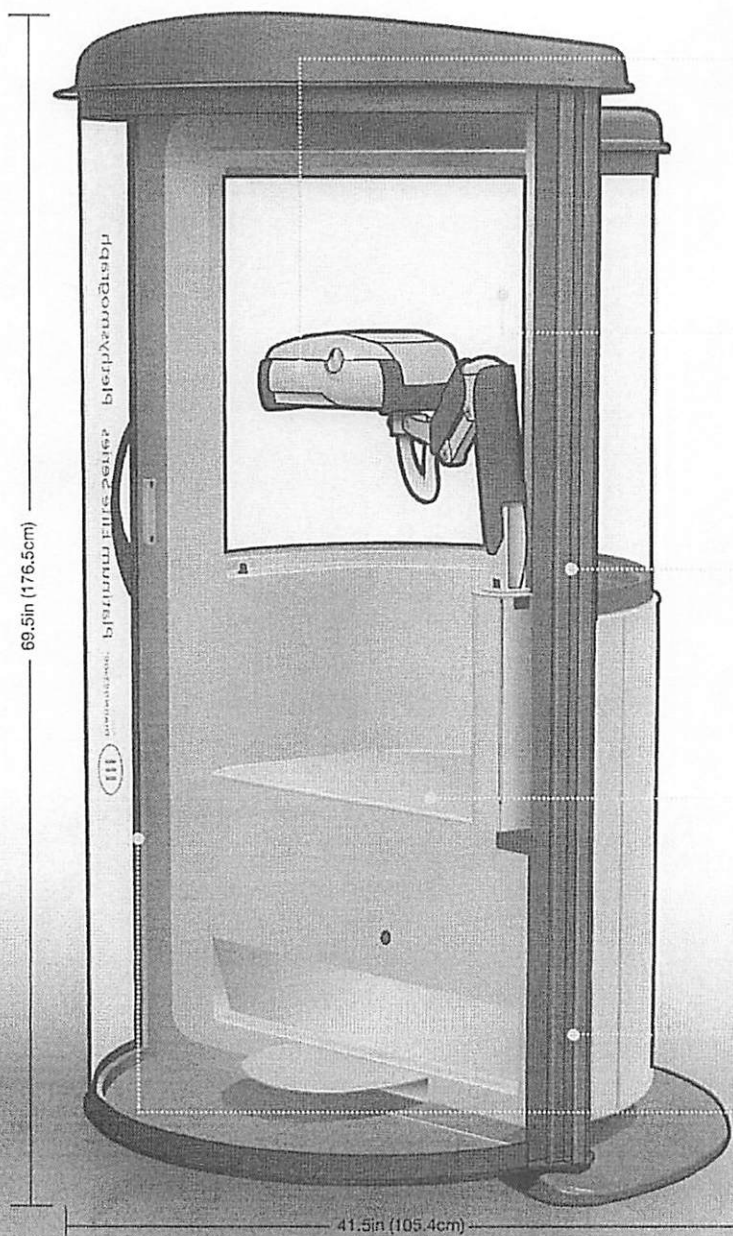
Purchaser's Signature: _____

Purchaser's Name: _____ Date: _____

PLATINUM ELITE™

body plethysmograph

STILL USING A SQUARE BODY BOX?
most patients tested are round



See the advantages of the professional grade, award-winning MGC Diagnostics Platinum Elite Series™ body plethysmographs. Over 40 years in the making, the Platinum Elite has features that surpass other systems on the market.

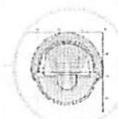
COMPLETE INFECTION CONTROL

Infection control is an important topic for the Joint Commission. Other systems only use filters to protect the patient and technician and eventually the breathing circuit and sensor head will need to be disinfected and replaced. This process could take over an hour and the system will likely need recalibration. MGCD's preVent® flow sensor and BreathPath™ patient circuit can be replaced in seconds between patients without having to recalibrate the system. Testing can continue immediately.



MAXIMUM INTERNAL VOLUME

While other systems include the unusable dead space under the chair for volume, the Platinum Elite body plethysmograph has a built-in, solid, ergonomically designed seat - ensuring the maximum usable patient space with the smallest interior volume.



ZERO CLEARANCE DOOR

Working in a small lab? The "zero clearance" door provides better use of available space with the smallest footprint. Hinged-doors can block the path of patients and lab flow. For patients with low mobility, other systems require an extra 10 feet or more of wall space for wheelchair access (box, ramp and wheelchair access point).



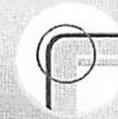
NO WEIGHT LIMIT OR UNSAFE CHAIR

No need to worry about unstable patients getting in and out of the body plethysmograph and trying to steady themselves on a rotating, weight-limiting pneumatic chair. Our solid bariatric friendly bench seat with no functional weight limit is the easiest in patient safety, comfort and transfer. Just stand, pivot and sit.



INFLATABLE DOOR SEAL

No mechanical latches or magnets are necessary to seal the door. The Platinum Elite door seal inflates quickly and quietly. A door release button is inside the cabin for added patient peace-of-mind. Latches can fail and magnets may need periodic adjustment to maintain a solid seal.



HANDS-FREE INTERCOM

With the hands-free bi-directional intercom, communication between technician and patient is clear and easy.



EVERY SYSTEM IS TESTED WITH ATS WAVEFORMS, HANS RUDOLPH DLCO SIMULATOR AND ISOTHERMAL BOTTLE



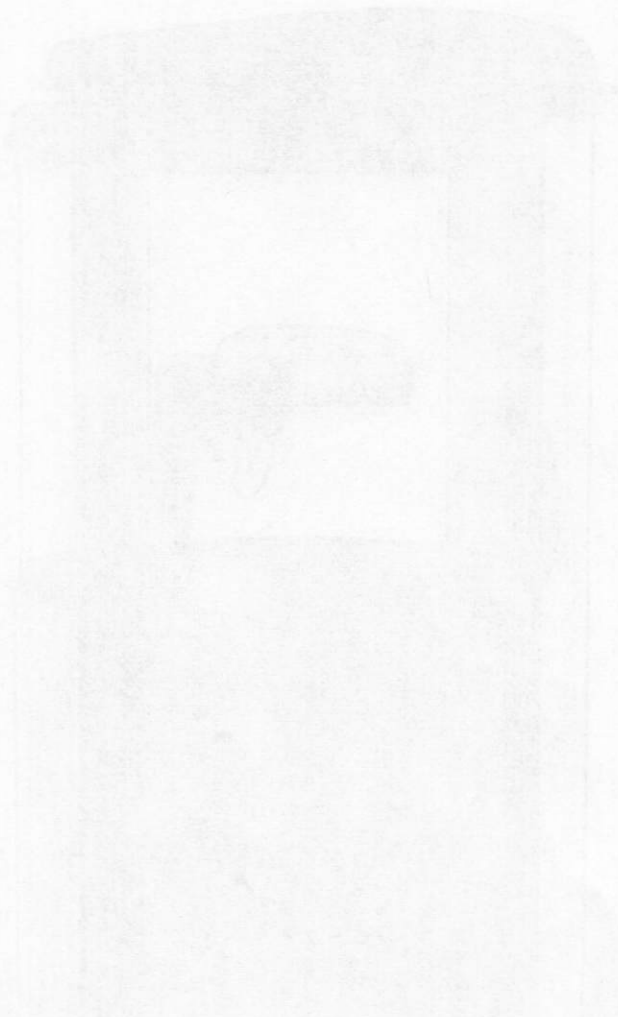
MGC Diagnostics is the only company to manufacture a full line of cardiorespiratory diagnostic systems in the U.S.A.

www.mgcdiagnostics.com



MGC
DIAGNOSTICS®

AT A MINIMUM, THE
BODY RELAY UNIT MUST



MGC DIAGNOSTICS CORPORATION, through its subsidiary Medical Graphics Corporation,
350 Oak Grove Parkway - St. Paul, Minnesota USA 55127-8599

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All specifications subject to change without notice. Products may vary from those illustrated.

MGC Diagnostics and its affiliates are equal opportunity/affirmative action employers committed to cultural diversity in the workforce.

Part# 060153-001 RevB

**Crawford County Memorial Hospital
PURCHASING DEPARTMENT REQUEST
Capital & Minor Equipment**

Date: 3/20/2026

Department: 020 Radiology/716 Ultrasound

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? 2- Phillips Epiq 5 ultrasound machines

Item Requested: 2- Epiq Elite Ultrasound systems

Quantity: 2

Description: 1- gen/ob machine; 1 cardiac/vascular machine

Justification of purchase: updating equipment

Pricing reviewed by MM: _____ ASCEND contract _____ MD Buyline checked _____

Reviewed by IT: AO Reviewed by Plant Operations: BF

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

In Buying Group?

Company #1: Phillips Ultra - \$116,245 Echo - \$151,035 Yes No

Company #2: Siemens Yes No

Company #3: _____ Yes No

Recommendation: Phillips

Approved for purchase from _____ (Company)

Purchase Order #: _____ Date: _____

Signature: _____

Department Manager

Signature: _____

CEO/CFO



Sold to:

Katie Tremel
Crawford County Memorial Hospital
100 Medical Pkwy
Denison, IA 51442-2299

Presented By

Jason Wolf
Philips Healthcare a division of Philips North
America LLC
414 Union Street
Nashville, Tennessee 37219
Email: jason.wolf@philips.com

Ship to:

Crawford County Memorial Hospital
100 Medical Pkwy
Denison, IA 51442-2299

Quote #: Q-00721529

Customer #: 94045429

Quote Date: 03/23/26

Valid Until: 06/21/26

EPIQ Elite Ultrasound shared service Radiology system 2 16 2026

Thank you for investing your trust in Philips; we know that there were many options out there for you to choose from. As an industry leader in Healthcare, we also pride ourselves on providing great Customer Service.

I am pleased to submit the attached proposal for your consideration.

I trust this meets your expectation, however, should you have any queries or require further information or clarification, please do not hesitate to contact me.

To ensure a smooth purchasing experience here are a few helpful tips to keep in mind when submitting your purchase order.

- Please specify any specific delivery date requirements or shipping/delivery needs
 - Ensure your purchase order references the Philips quote number
 - Purchase orders must be signed digitally or physically
- or
- Complete the information on the quote Signature Page

Thank you again for considering Philips.

Thank you,

Jason Wolf
515-240-6335
jason.wolf@philips.com

This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this quotation. Except as otherwise required by state or federal law after strict compliance with any applicable notification and procedural requirements therein, it may not be disclosed to third parties without the prior written consent of Philips.

IMPORTANT NOTICE: Discounts, Other Fee Reductions and Reporting Obligations: The Product(s) offered may be subject to Philips' discounts and other programs, including finance programs, that could trigger federal healthcare cost reporting obligations. Customer discounts, and fees and charges waived or otherwise not charged by Philips, may constitute a discount on Product(s) covered by this Agreement. Philips may also provide financial support for financing programs of third-party lenders in connection with the financing of the Product(s). Customer agrees to fully and accurately report Product costs, adjusted for discounts, as required. Philips agrees to fully and accurately report discount information to Customer and refrain from impeding Customer from meeting its cost reporting obligations under the discount safe harbor, 42 CFR 1001.952(h).

Philips Healthcare a division of Philips North America LLC
414 Union Street
Nashville, Tennessee 37219
aHIRi00001iYtSOAU



1. Quote Summary

Line	Article No.	Description	Qty	Net Price
1	795234	EPIQ Elite Diagnostic Ultrasound System		
1.1	NNAD939	EPIQ Elite G w/HDMax Flview	1	\$ 59,256.93
1.2	NNAV423	Adv 3D/4D Technology Pkg Non-A	1	\$ 13,258.87
1.3	NNAV541	Liver ElastQ and Fat Quantific	1	\$ 10,032.02
1.4	NNAV654	Radiology and Flow Viewer Package	1	\$ 14,518.95
1.5	NUSY173	aBiometry Assist	1	\$ 557.85
1.6	FUS9172	V9-2 Transducer	1	\$ 11,485.19
1.7	FUS9197	mL26-8 Transducer	1	\$ 11,485.19
1.8	NNAV818	EPIQ Elite System Edu	1	\$ 0.00
1.9	NNAV819	EPIQ Elite Edu Adv Apps	1	\$ 0.00
1.10	NNAV820	EPIQ Elite Edu 3D 4D Apps	1	\$ 0.00
1.11	NNAV824	EPIQ Elite Ed AAA / Liver FatQ	1	\$ 0.00
				\$ 120,595.00
2	SP00401_RE	Trade In: EPIQ 5G Ultrasound System	1	\$ -13,600.00
3	100681	Ultrasound Third Party Products		
3.1	989801291040	N05000-US	1	\$ 9,250.00
				\$ 9,250.00
Total Section Trade In:				\$ -13,600.00
Total Section Price:				\$ 116,245.00
				Total Net Price
List Price				\$ 350,364.16
Trade In				\$ -13,600.00
Total Net Price				\$ 116,245.00



2. Quote Details

Line	Description	Qty
1	EPIQ Elite Diagnostic Ultrasound System Article No. 795234	
	Details	
	EPIQ Elite Diagnostic Ultrasound System	
1.1	EPIQ Elite G w/HDMAX Flview Article No. NNAD939	1
	<p>EPIQ Elite for general imaging is a premium diagnostic ultrasound system featuring an uncompromised level of clinical performance, design and intelligence to meet the challenges of today's most demanding practices.</p> <ul style="list-style-type: none"> • Proprietary nSIGHT Imaging architecture for elevated levels of tissue uniformity, frame rate and penetration. • Supports PureWave family of transducers • xMATRIX upgradable • Supports 3D/4D imaging modes across various clinical options • XRES Pro next generation image processing, Variable XRES • Supports MicroFlow Imaging option with MicroFlow HD across various transducers and applications • Supports Needle Visualization enhancement (eL18-4 transducer) • Supports CEUS clinical option • Supports TrueVue Pro photorealistic 3D option • Supports FlexVue curved MPR capability • Supports TouchVue with MPR touch • Supports Fusion and Navigation Interventional option • Active Native data for post-processing of frozen image data and Cineloop image data • Supports strain elastography, ElastPQ and ElastQ Imaging shear wave elastography clinical options across various applications and transducers • AutoScan (real time iSCAN) automatically optimizes gain and TCG continuously • SmartExam system-guided protocols • Tablet-like user interface with gesture control • Infinite articulation of control panel and monitor allows for perfect alignment whether sitting or standing • Control panel adjustability with 720 degrees of freedom to scan ergonomically • Enhanced mobility with battery backup options • MaxVue High Definition Ultrasound with over a 1 million more pixels and 38% larger viewing area • 4 active transducer ports • Supports Anatomically Intelligent Ultrasound (AIUS) options (some options require xMATRIX upgrade) • AI Breast • Dynamic HeartModel 	

- AAA Model
- AutoRegistration for Fusion/Nav
- aBiometry Assist
- aReveal
- Windows 10 Operating System
- Defense in depth security support
- Multi-Modality Query Retrieve (Allows for the viewing of DICOM CT, Mammography, NM, MRI and ultrasound images—you can review these images while you are live imaging)
- NetLink/DICOM 3.0 provides network print and store, commit, modality worklist, DICOM Query and Retrieve, and structured reporting for adult and pediatric echo, vascular, and OB/GYN
- Integrated Wireless DICOM
- DICOM 3.0 Print and Store capability to internal drive
- On-board workstation-class data management with thumbnail previews and storage of images, loops,
- Retrospective and prospective clip capture to internal drive or removable media and reports

SafeGuard

This is a standard computer administration tool used to prevent unauthorized programs (malware) from running on the ultrasound system

MicroFlow Imaging

MicroFlow Imaging (MFI) enhances visualization of small and weak blood. Now includes MFI HD a sub mode that offers twice the sensitivity and resolution of MFI feature.

Security Plus

Security Plus provides a Defense-in-depth strategy implementing security features designed to help healthcare facilities provide additional patient data privacy, and protection from unauthorized access via the ultrasound systems on hospital networks. New data security enhancements will make EPIQ and Affiniti compatible with data security on medical devices.

HD Max Display 24-inch HD MAX immersive display monitor for the ultimate ultrasound visualization

Flow Viewer

Flow Viewer is a color visualization enhancement to visualize vasculature and fetal heart architecture. Available in all color imaging modes (CFM, CPA, CPAd, MFI, MFI HD)
Includes Flow Viewer 3D like appearance of color flow modes

1.2 **Adv 3D/4D Technology Pkg Non-A** **Article No. NNAV423**

1

Details

4D Imaging

Quantitative 3D/4D volume acquisition with SonoCT supported on V9-2, V6-2, VL13-5 and 3D9-3v transducers. Also includes 3D Color Power Angio and 3D Color Doppler capabilities. Includes MPR display capability.

TrueVue Pro Bundle

aReveal and FlexVue included for EPIQ ELITE.

TrueVue Pro with its advanced GPU upgrade works with the TrueVue 3D photo realistic rendering mode with enhanced TouchVue touch screen workflow functionality of zoom and editing of 3D volumes. Also, TrueVue rendering on FlexVue. GlassVue is a transparent 3D rendering mode. aReveal uses AIUS technology to automatically detects and removes extraneous 3D information from fetal face volumes.

FlexVue feature allows visualization and measurements of anatomical structures from 3D volumes in a planar format. Curved anatomical structures such as the fetal spine or uterus can be displayed and measured.

1.3 **Liver ElastQ and Fat Quantific** **Article No. NNAV541**

1

Details

Liver Fat Quantification

The Liver Fat Quantification (LFQ) tools are enabling to accurately and reproducibly measuring liver attenuation and hepatorenal index for the purpose of aiding during a standard Liver ultrasound exam. Enhancing the Philips Liver Solution, LFQ complements Philips current shear wave imaging solution to provide a comprehensive set of ultrasound-based liver assessment tools.

Available on C5-1 and mC7-2 transducers

ElastQ Imaging Curved

ElastQ Imaging (EQI) for curved array (C5-1) features a real-time, large region of interest (ROI) color coded quantitative assessment of tissue stiffness using shear wave elastography. ElastQ Imaging includes the ability to make retrospective measurements on stored images as well. Unique confidence map display utilizes intelligent analysis that adds additional assurance that user measurements are obtained on tissue areas with adequate shear wave propagation. EQI provides Auto ElastQ capabilities, that assist with the best frame selection and the best ROI location finder within a frame. EQI also includes ElastPQ shear wave point quantification technology support.

1.4 **Radiology and Flow Viewer Package** **Article No. NNAV654**

1

Radiology Clinical Package

Includes the following:

- Abdominal Clinical Option
- Gynecology Clinical Option
- Vascular Clinical Option
- Pediatric GI Clinical Option
- Small Parts Clinical Option
- Musculoskeletal Clinical Option
- Obstetrical Clinical Option
- Fetal Echocardiography Option
- Urology Clinical Option
- TCD Clinical Option

- Interventional Clinical Option

Flow Viewer

Flow Viewer is a color visualization enhancement to visualize vasculature and fetal heart architecture. Available in all color imaging modes (CFM, CPA, CPAd, MFI, MFI HD)

- 1.5 **aBiometry Assist** 1
Article No. NUSY173

Introduction

aBiometry assist is a semi-automated measurement tool for fetal biometry. The workflow enhancement measurement tool applies to the following fetal biometric measurements: BPD, HC, OFD, FL and AC.

- 1.6 **V9-2 Transducer** 1
Article No. FUS9172

V9-2 PureWave transducer is a volumetric transducer supporting 2D/3D/4D, STIC offering exceptional ergonomic design for Ob/Gyn applications

- 1.7 **mL26-8 Transducer** 1
Article No. FUS9197

Introduction

mL26-8 high frequency micro linear transducer designed for superficial imaging exams

Details

Philips high frequency micro linear transducer. 26-8 MHz operating frequency range for superficial imaging exam types including Small Parts, Vascular, Dermal, Neonatal and Ocular with Flow Viewer, MFI, MFI HD and XRES PRO. Customers needing the Ocular preset must select the Small Parts Clinical Option

- 1.8 **EPIQ Elite System Edu** 1
Article No. NNAV818

Introduction

With the purchase of an EPIQ Elite Ultrasound System (NNAV598, NNAV680, NNAV678, NNAV679, NNAV619, NNAV620 or NNAV655), customer is entitled to receive:

- 1 Day Onsite Clinical Install
- 1 Day Onsite Clinical Support
- 1 Basic System Training Bundle
- 1 Day Level 2 Offsite Tuition and US Travel Package*

Details

1 Day Onsite Clinical Install and 1 Day Onsite Clinical Support: The Clinical Install Onsite Training and Clinical Support Onsite Training (1 day each) expire ninety (90) days after install and is provided Mon-Fri during normal business hours between 8 AM and 5 PM. Philips Healthcare personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. The training sessions should be attended by the appropriate healthcare professional as identified by the department director. Site must be patient-ready to meet training expectations.

Basic System Training (BST) Bundle: The Basic System Training (BST) Bundle expires ninety (90) days from equipment installation date or purchase date. The aim of this series is to provide the Sonographer/ Echocardiographer with self-paced courses to familiarize you with your ultrasound system.

Includes

1 Day Level 2 Tuition and US Travel Package*: This package expires one (1) year from the equipment installation date or purchase date if sold separately. This tuition may be used for one (1) attendee to register to attend any Level 2 course that is offered at a Philips Training location. The travel package is valid for one (1) registered attendee. Includes one (1) participant's modest airfare (\leq \$750) from a North American customer location to a North American Philips training location with modest lodging, ground transportation and meal expenses. Breakfast/dinner are provided by the hotel and lunch/breaks are catered by Philips. All other expenses are the responsibility of the attendee (ie. Baggage fees, flight change fees, meals while traveling, transportation to and from the participant's home airport). Due to travel/scheduling requirements, a twenty-one (21) day notification of cancellation is required, or training/education entitlements will be forfeited. Curriculum is subject to change without notice.

Additional Information

* Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014

1.9 **EPIQ Elite Edu Adv Apps** **Article No. NNAV819**

1

Introduction

With the purchase of one or more of the following applications:

- NUSY290- Strain Elast
- NUSY291- Elast PQ
- NUSY292- ElastQ Img Curved
- NUSY293- ElastQ Img Linear
- NUSY175- AI Breast
- NNAV465- Essential AI Breast Solution

Customer is entitled to receive for each:

- 1 Additional Day Onsite Clinical Support
- 1 Day Level 1 Offsite Tuition and US Travel Package*
- NNAV467 Ultimate Breast Solution (incl. NUSY175, NUSY290, NUSY293)

- NNAV541 Liver ElastQ and Fat Quantification (incl. NUSY187 & NUSY292)

Details

1 Day Onsite Clinical Support: Please see under NNAV818 for details

1 Day Level 1 Tuition and US Travel Package*: The Level 1 Tuition and US Travel Package expires six (6) months from equipment installation date or purchase date if sold separately. This tuition may be used for one (1) attendee to register to attend one Advanced System Training course only that is offered at a Philips Training Center.

The travel package is valid for one (1) registered attendee. Includes one (1) participant's modest airfare (≤\$750) from a North American customer location to a North America Philips Training Center location with modest lodging, ground transportation and meal expenses. Breakfast/dinner are provided by the hotel and lunch/breaks are catered by Philips Healthcare. All other expenses will be the responsibility of the attendee (ie. Baggage fees, flight change fees, meals while traveling, transportation to and from customer's home airport). Due to travel/scheduling requirements, a twenty-one (21) day notification of cancellation is required, or training /education entitlements will be forfeited. Curriculum is subject to change without notice.

Additional Information

* Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014

1.10 EPIQ Elite Edu 3D 4D Apps Article No. NNAV820

1

Introduction

With the purchase of one or more of the following applications:

- NUSY100, NUSY101, NUSY102 - xMATRIX xPlane & Live 3D
- NUSY120 - 4D Imaging
- NNAV618 - 4D, 3D9-3v & FlexVue
- NUSY062 - V9-2, 4D, C5-1
- NUSY063 - V9-2, 4D, 3D9-3v
- NUSY064 - V9-2, 4D, C10-3v
- NNAV422 Adv 3D/4D Techn Pkg Adv Core
- NNAV423 Adv 3D/4D Techn Pkg Non-Adv Core

Customer is entitled to receive for each:

- 1 Additional Day Onsite Clinical Support
- 1 Additional Basic System Training Bundle

Details

1 Day Onsite Clinical Support: Please see under NNAV18 for details

Basic System Training (BST) Bundle: Please see under NNAV818 for details

1.11 EPIQ Elite Ed AAA / Liver FatQ Article No. NNAV824

1

Introduction

With the purchase of one or more of these SW packages with the EPIQ Elite Ultrasound system:

- NUSY164 - Philips AAA
- NUSY187 - Liver Fat Quantification

Customer is entitled to receive for each:

- 1 Additional Day Onsite Clinical Support

Details

1 Day Onsite Clinical Support: Please see under NNAV818 for details

Line	Description	Qty
2	Trade In: EPIQ 5G Ultrasound System Article No. SP00401_RE Serial number: US3118C2033 C8-4v and V6-2 transducer trades	1

Line	Description	Qty
3	Ultrasound Third Party Products Article No. 100681	

Details

Ultrasound-related products fulfilled by a third party

3.1	N05000-US Article No. 989801291040	1
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Introduction

N05000-US

Details

Trophon system - an automated high level disinfection solution for transvaginal, transrectal probes and surface probes and Trophon Printer

3. Local Sales Terms and Conditions

Line	Product Code	Contract Name	Contract No.	Invoice Schedule
1	795234 EPIQ Elite Diagnostic Ultrasound System	Premier Healthcare Alliance PP-IM-287_2025	PP-IM-287	0/0/100
2	SP00401_RE Trade In: EPIQ 5G Ultrasound System	NONE	NONE	0/0/100
3	100681 Ultrasound Third Party Products	Premier Healthcare Alliance PP-IM-287_2025	PP-IM-287	0/0/100

Payment Terms US: Net 30 Days

INCO Terms: Carriage and Insurance Paid To Destination

This is a cash price quote, which includes ACH, check, and wire transfer. Any other form of payment will result in different price, which may be higher.

Billing Terms: Are as displayed under the Invoice Schedule table above. For each item, X/Y/Z milestones are defined as follows (unless an Agreement specifying alternative payment terms has been negotiated between the parties):

- X is the percentage invoiced upon signed acceptance of quotation or upon receipt of Customer Purchase Order
- Y is the percentage invoiced upon delivery of major components to Customer designated location or Philips warehouse.
- Z is the percentage invoiced upon completion of installation or product available for first patient use, whichever occurs first.
- Z is the percentage invoiced 30 days from date of shipment (Ultrasound Systems Portfolio Only)

If DEMO Equipment is included in this quotation it is sold under the Contact No. Contract Name/Contract Number ("Contract") of the products/solution included in this quotation.

All amounts in this quote are in USD

Additional Terms US:

The specific Premier Contract # referenced above represents the applicable Premier agreement with Philips containing discounts, fees and any specific terms and conditions applying to any Product identified as part of this quoted Solution. Philips Standard Terms and Conditions of Sale attached to the Quote Solution will also apply to the extent they do not expressly conflict with the terms and conditions of the referenced Premier Contract





4. Acceptance by Parties

Invoice to:

Crawford County Memorial Hospital
100 Medical Pkwy
Denison, IA 51442-2299

Ship to:

Crawford County Memorial Hospital
100 Medical Pkwy
Denison, IA 51442-2299

Total Net Price		Total Net Price
Total Net Price		\$ 116,245.00

Each Quotation solution (defined as each product, software, service) is issued pursuant to the Local Sales Terms and Conditions and if Contract Name equals NONE then Philips Standard Terms and Conditions ("Contract") governs the discounts and fees that apply to each quoted solution. Any PO for the items herein will be accepted subject to the terms of the Contract. **Issuance by customer of a non-contingent signed purchase order(s) referencing the Quote Solution and the Local Sales Terms and Conditions (as applicable) expressly represents customer's acceptance of the quotation and the associated terms in lieu of the customer signature on this quotation.** Each Quotation Solution listed on purchase order/orders represents a separate and distinct financial transaction. Philips General Terms and Conditions of Sales and Software License for Hospital Monitoring, Hospital Respiration Care, Focal Point SW Licenses, Therapeutic Care, Medical Consumables and Sensors and Value Added Services are located at Terms and Conditions of Sale|Philips (<https://www.usa.philips.com/healthcare/support/terms-and-conditions>). Product Warranties for all Philips Products are located at Terms and Conditions of Sale|Philips (<https://www.usa.philips.com/healthcare/support/terms-and-conditions>).

We understand and agree that each transaction is to be individually billed and paid. This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this quotation. Except as otherwise required by state or federal law after strict compliance with any applicable notification and procedural requirements therein, it may not be disclosed to third parties without the prior written consent of Philips. This quotation provides contract agreement discounts and does not reflect rebates that may be earned by Customer, under separate written rebate agreements, from cumulative volume purchases beyond the individual quantity being ordered under this quote. Customer is reminded that rebates constitute discounts under government laws which are reportable by Customers.

The price above does not include sales tax.

Please fill in the below if applicable:

1. Tax Status: Taxable _____ Tax Exempt _____
If Exempt, please indicate the Exemption Certification Number: _____, and attach a copy of the certificate.
2. Requested equipment delivery date _____
3. If you do not issue formal purchase orders indicate by initialing here: _____
4. For Recurring Maintenance Service & Support Agreements with New Equipment Purchases: Our facility does issue formal purchase orders; however, due to our business/system limitation, we cannot issue a formal purchase order for the service agreement until 90 days prior to standard warranty expiration. Our facility agrees to submit the service agreement purchase order at such time. Initialed: _____

CUSTOMER SIGNATURE

by its authorized representative

Signature: _____

Print Name: _____

Title: _____

Date: _____

PHILIPS SIGNATURE

by its authorized representative

Signature: _____

Print Name: _____

Title: _____

Date: _____



5. Philips Standard Terms and Conditions

General Terms and Conditions of Sale and Software License ("Conditions of Sale") (Rev 26)

1. Quotation, Order, and Payment

- 1.1 The equipment, service, and software ("Product(s)") offered on the quotation by the Philips legal entity identified thereon ("Quotation") are subject to these Conditions of Sale, the Quotation, and any schedules and attachments attached hereto. The Quotation expires as indicated and may be amended or revoked by Philips before Customer's acceptance. Purchase orders (POs) will serve only as Customer's acceptance of the Quotation and these Conditions of Sale in the absence of a signature of Customer's authorized representative on the Quotation. Any different or additional terms proposed by Customer are rejected and do not apply.
- 1.2 Prices and payment terms are in the Quotation. Net payment terms are based on invoice date. Orders are subject to Philips' credit review and approval. Prices exclude taxes, which are Customer's responsibility. Philips will invoice and Customer will pay all applicable taxes unless Customer provides a tax exemption certificate in advance.
- 1.3 Customer will pay interest on late payments not disputed in good faith at an annual rate of 12%, billed monthly. If Customer fails to pay or breaches these Conditions of Sale, Philips may suspend its obligations and deduct the unpaid amount from any amounts owed to Customer, in addition to other rights or remedies. Philips can recover all costs and expenses, including reasonable attorneys' fees related to enforcement.
- 1.4 Customer cannot cancel an order for equipment. If Customer cancels an order for equipment before the order is sent to the factory, Customer will pay 15% of the net selling price. If Customer cancels after the order for equipment is sent to the factory, Customer will pay the full net selling price. If Customer has not taken delivery of equipment within 24 months from Quotation acceptance, the order is deemed canceled and the cancellation charges in this section will apply according to their terms. In all cases cancellation of orders of software shall be governed by the terms of the Product schedule applicable to such software Product. In the absence thereof, such orders are non-cancelable.
- 1.5 Philips may make partial or early shipments, and Customer will pay invoices for such shipments according to the payment terms in the Quotation. Payments can be made by check, ACH, or wire. Philips does not accept transaction fees for electronic fund transfers or other payment methods. Philips imposes a 2% surcharge on credit cards, not exceeding its cost of acceptance. Check payments over \$50,000 USD must be paid via eCheck or Philips prepaid FedEx account with tracking.
- 1.6 Philips is entitled to retain a security interest in the Products until full payment is received. Philips may change the design or specifications of the Products at any time, provided the change does not adversely affect performance.

2. Lease and Trade-In

- 2.1 If Customer wants to convert a purchase to a lease, Customer must provide relevant rental documents for review and approval by Philips within 90 days before delivery. Customer is responsible for converting the transaction to a lease and securing the leasing company's approval of these Conditions of Sale. No product will be delivered until Philips receives and approves the fully executed lease documents. If the lease does not fund, Customer guarantees payment of all monies due, Philips may convert the lease back to a purchase and invoice Customer, and Customer will pay all invoiced amounts per the invoice terms.
- 2.2 For any equipment being traded in ("Trade-In"), Customer warrants it has good and marketable title. The trade-in value depends on Customer providing the Trade-In by the date Philips makes the new Product available for first patient use and may change if Customer delays delivery, installation, or go-live dates, or if the Trade-In is not in good working order, is damaged, or differs from the Quotation. Customer must clean and sanitize all components, drain chiller lines, cap plumbing, and delete personal data. Customer agrees to reimburse Philips for any out-of-pocket costs arising from Customer's breach of this section.

3. Shipment and Installation

- 3.1 Philips will deliver the Products according to the shipping terms in the Quotation. Additional costs for different delivery terms are Customer's responsibility. Philips will make reasonable efforts to meet the delivery date confirmed by Philips with Customer prior to releasing the Product for production ("Delivery Date"). If Customer delays delivery beyond the Delivery Date, Customer will pay reasonable expenses incurred by Philips, including storage fees, transportation expenses, and related costs. Customer will pay any delivery installment payment upon delivery to Customer site or Philips warehouse.
- 3.2 For installation by Philips, Customer must at its own expense (i) provide secure, adequate storage for the Products and unobstructed access to the Products and installation site; (ii) comply with Philips' installation requirements and applicable safety, electrical, and building codes; (iii) remove hazardous material; (iv) obtain necessary permits and licenses; (v) assist in moving the Products to the installation site; and (vi) be responsible for rigging, removal of obstacles, and restoration work. If Products are connected to a computer network, Customer is responsible for network security.
- 3.3 If the above conditions are not met, Philips may interrupt installation and testing and extend the installation period, and Customer will pay any additional costs. Philips is not liable for the fitness or adequacy of the premises or utilities for installation or storage.

4. Product Warranty

- 4.1 Philips' Product-specific warranties are set forth at <https://www.usa.philips.com/healthcare/support/terms-and-conditions>, and such terms and conditions are incorporated herein as applicable to the Products under the Quotation. Customer's signature on, or issuance of PO in connection with, the Quotation will be deemed agreement that such Product-specific warranty(ies) apply to Customer's purchase. In the event a warranty is not listed on such webpage for a Product under the Quotation, the following Sections 4.2-4.9 apply to Customer's purchase.
- 4.2 For hardware Products, Philips warrants the Product will materially comply with its specifications for one year from acceptance or first clinical use, but in any event no more than 15 months from shipment, provided the Product has been properly used and maintained. Philips warrants disposable Products intended for single use will be of good quality until the expiration date.
- 4.3 Philips warrants stand-alone Licensed Software will substantially conform to the technical specification for 90 days from availability.
- 4.4 Philips warrants services will be performed in a good and workmanlike manner for 90 days after completion. Philips' sole liability, and Customer's sole remedy, for breach of this service warranty is to give credit for the service price or re-perform the services.
- 4.5 To make a warranty claim, Philips must receive written notice within the warranty period and a reasonable period after discovery of the defect. Replaced Product or parts must be returned to Philips and will be Philips' property.
- 4.6 Philips' warranty obligations and Customer's sole and exclusive remedy are, at Philips' option, repair or replacement of the Product or part, or a pro rata refund of the purchase price after a reasonable cure period and return of Product(s). Replacement parts will be new or equivalent.
- 4.7 Philips has no obligations for defects resulting from use, operation, modification, configuration, calibration, or maintenance not in accordance with the Product specification and instructions; abuse, negligence, accident, or damages caused by Customer; improper site preparation, external sources, or third-party products. Philips is not responsible for third-party product warranties but will make reasonable efforts to extend third-party warranties and service solutions to Customer.
- 4.8 During the warranty and any service arrangement, Customer must provide and maintain a dedicated high-speed internet connection for remote servicing compatible with Philips Remote Service Data Center (PRSDC). If Customer fails to provide access, Customer accepts any impact on Products availability,

additional cost, and speed of resolution.

- 4.9 THE WARRANTIES IN THESE CONDITIONS OF SALE AND QUOTATION ARE THE SOLE WARRANTIES MADE BY PHILIPS, EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. PHILIPS DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PHILIPS DOES NOT WARRANT ANY PRODUCT USING THE CLOUD TO BE UNINTERRUPTED OR ERROR-FREE.

5. Limitation of Liability

- 5.1 THE TOTAL LIABILITY OF PHILIPS FOR ALL DAMAGES AND CLAIMS ARISING FROM OR RELATING TO ANY PRODUCTS AND SERVICES UNDER THESE CONDITIONS OF SALE AND QUOTATION, WHETHER BASED ON TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, INDEMNITY, AT LAW OR EQUITY, IS LIMITED TO THE TOTAL AMOUNTS PAID BY CUSTOMER TO PHILIPS UNDER THESE CONDITIONS OF SALE AND QUOTATION.
- 5.2 PHILIPS IS NOT LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA, PROFITS, REVENUE, BUSINESS INTERRUPTION, OR USE, REGARDLESS OF WHETHER THEY ARE FORESEEABLE OR NOT AND WHETHER THE CLAIM IS MADE IN TORT, BREACH OF CONTRACT, INDEMNITY, AT LAW, OR IN EQUITY.
- 5.3 THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATIONS OF LIABILITY UNDER SECTION 5.1 AND CONSTITUTE DIRECT DAMAGES: (a) THIRD-PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT, (b) CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING PHYSICAL PROPERTY DAMAGE CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT, (c) OUT-OF-POCKET COSTS FOR PATIENT NOTIFICATIONS REQUIRED BY LAW DUE TO PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION, (d) FINES OR PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES DUE TO PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION, AND (e) PHILIPS' INFRINGEMENT INDEMNIFICATION OBLIGATIONS.

6. IP Indemnification

- 6.1 Philips will indemnify, defend, and hold harmless Customer against any claim that a Philips Product infringes third-party intellectual property (IP), provided Customer gives Philips prompt written notice, full information and assistance, and sole control of the defense or settlement. If a Product is found or believed to infringe valid IP, or Customer is enjoined from using the Product, Philips may procure the right for Customer to use the Product, replace or modify the Product, or provide a pro rata refund upon return of the Product. Philips has no obligation for claims arising from compliance with Customer's designs, specifications, or instructions; use of Customer-supplied technical information; modifications by Customer; use not in accordance with specifications or instructions; use with other products not sold by Philips; use of prior releases; or use after Philips advises Customer to stop use. These terms state Philips' entire obligation and liability for infringement claims and Customer's sole remedy.

7. Ownership, Use, and Exclusivity of Product Documents and Other Proprietary Service Materials

- 7.1 Philips' documents, manuals, and technical information related to product maintenance or service are proprietary. They cannot be copied, reproduced, transmitted, disclosed, or used without Philips' written consent. Philips' technical maintenance or service software is also proprietary and intended solely for Philips' use, unless otherwise agreed in writing by Philips and Customer.

8. Export Control and Product Resale

- 8.1 Customer is responsible for obtaining export authorizations for the Products. US Customers cannot transfer Products outside the US.

9. Licensed Software Terms

- 9.1 Subject to Customer's compliance with these Conditions of Sale, Philips grants Customer a non-exclusive, non-transferable, non-sublicensable license to use software Products and software embedded in Products ("Licensed Software") according to the Quotation and according to the instructions for use accompanying the Products.
- 9.2 Licensed Software is licensed, not sold, and all intellectual property rights remain with Philips. Customer may make one backup copy. Customer will preserve the confidential nature of the Licensed Software and maintain copyright notice or proprietary legends on copies.
- 9.3 Customer will not (and shall not allow any third party to) decompile, disassemble, modify, reproduce, or otherwise reverse engineer the Licensed Software. Any modification of the Products or system shall be deemed unauthorized and may be deemed as remanufacturing of the Products or systems. Installation of Philips-issued patches or updates is not a modification.
- 9.4 Philips and its affiliates may use, on a royalty-free basis, feedback or suggestions for modification or enhancement of the Licensed Software for licensing to third parties. Customer agrees to comply with third-party licensed software terms and indemnify Philips for any damage arising from failure to comply. If the third-party licensor terminates the license, Philips may terminate the license with Customer and make reasonable efforts to procure a solution.
- 9.5 Customer is responsible for buying and managing anti-virus software to protect the products and all virus issues with the Licensed Software. Use of anti-virus in a manner not recommended by Philips is Customer's sole responsibility.
- 9.6 Customer's installation or use of unauthorized updates may adversely affect functionality and performance. Philips has no liability for performance issues caused by unauthorized updates, and the warranty is void during the period of use of such unauthorized updates. Philips may require Customer to roll back unauthorized updates to the most recent validated version before performing services. Philips tests the latest applicable security updates and publishes them as Philips Product Security Status documents. It is Customer's responsibility to deploy validated updates.
- 9.7 Customer will ensure third parties complete interface work by the interface testing date. Philips may terminate interface obligations and refund pre-paid amounts for interfaces, excluding amounts for work performed prior to termination, if Customer delays result in not meeting the interface testing date. Terminated interfaces will be re-evaluated under a separate new sales contract.
- 9.8 Philips is not responsible for business continuity or disaster recovery plans or data backup. Customer is responsible for daily backups and otherwise determining appropriate frequency. Backups should occur daily at a minimum. Hard drives on Products are not to be used as a data repository and all images and reports on Product shall be sent to different storage device such as Picture Archive and Communication System (PACS) or Health Suite Imaging (HSI) system, at minimum on a daily basis.
- 9.9 Professional services for Licensed Software implementation will adhere to a statement of work and be subject to these terms. A statement of work signed by the Customer is required by Philips at the time of Customer order placement of Philips Enterprise Informatics Licensed Software Products.

10. Confidentiality

- 10.1 The Parties will keep confidential any information of the other party and use it only to carry out their rights and obligations under these Conditions of Sale and the Quotation. This obligation does not extend to public domain information or information disclosed by law or court order.

11. Compliance with Laws

- 11.1 Each party will comply with all applicable laws, rules, and regulations.
- 11.2 Philips may process personal data in relation to services. Philips will process protected health information (PHI) as defined by HIPAA on behalf and by instruction of Customer under a Business Associate Agreement. Philips may process log files or device parameters containing personal data, including PHI, to provide services and comply with regulations and standards.
- 11.3 Customer consents to Philips' use of non-personal data for business purposes, including data analytics, product and service improvement, marketing claims,

and benchmarking. Philips will not use Customer's name without prior written consent.

12. Force Majeure

- 12.1 Neither party is liable for non-performance caused by circumstances beyond its control, including acts of God, war, civil war, insurrection, fire, flood, labor disputes, epidemics, pandemic, cyber-attack, terrorism, governmental regulations, embargoes, export control sanctions, or Philips' unavailability regarding permits, licenses, authorizations, default, or force majeure of suppliers or subcontractors. If Philips is unable to perform due to a force majeure event that continues for 90 consecutive days, Customer may terminate the Quotation for any Product(s) not yet delivered.

13. Miscellaneous

- 13.1 Products may contain remanufactured parts equivalent to new in performance.
- 13.2 If Customer becomes insolvent, files for bankruptcy, has assets assigned or frozen, Philips may cancel unfulfilled obligations or suspend performance. Customer's financial obligations remain in effect.
- 13.3 If any provision of these Conditions of Sale is deemed unlawful, unenforceable, or invalid, the remaining provisions remain in effect, and a new provision reflecting the original intent will be substituted.
- 13.4 Notices or communications will be given in writing and deemed effective if delivered in person or sent by courier or mail.
- 13.5 Failure to require compliance with any obligation does not affect the right to enforce it later.
- 13.6 Customer may not assign rights or obligations without Philips' prior written consent, except for a sale of substantially all of Customer's assets or internal reorganization, and provided that in each case Customer is not in breach of any payment obligations and the assignee assumes all liabilities and obligations in writing.
- 13.7 Customer's obligations do not depend on other agreements with Philips. Customer will not exercise any offset right in relation to other agreements.
- 13.8 All transactions are governed by the laws of the state where the Product will be installed, excluding the Uniform Computer Information Transactions Act (UCITA). EACH PARTY WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS QUOTATION.
- 13.9 Customer will report immediately to Philips any event suggesting a Product may have caused or contributed to a death or serious injury or malfunctioned in a way that could likely cause or contribute to such events. Customer will report complaints regarding the identity, quality, performance, reliability, safety, effectiveness, labels, or instructions for use of the Products. Philips is responsible for submitting filings or reports to governmental authorities unless otherwise required by law.
- 13.10 Philips and Customer will comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of 4 years after furnishing Products pursuant to these Conditions of Sale, Philips will make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these Conditions of Sale and the books, documents, and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these Conditions of Sale through a subcontract with a value or cost of ten-thousand U.S. dollars (\$10,000.00) or more over a 12 month period, with a related organization, such subcontract will contain a clause to the effect that until the expiration of 4 years after the furnishing of such Products pursuant to such subcontract, the related organization will make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract and the books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. This section relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from time to time to these Conditions of Sale. If Section 1861(v) (1) (1) should be found to be inapplicable, then this section will be deemed inoperative and without force and effect.
- 13.11 Philips, as the date of signature of the Quotation, represents and warrants that Philips, and its employees and subcontractors, are not debarred, excluded, suspended, or ineligible to participate in federal or state health care programs (an "Excluded Provider"). Philips will notify Customer if it becomes aware of any Excluded Provider status. Upon receipt of such notice, Customer will provide Philips with reasonable opportunity to discuss and attempt to resolve any concerns related to Excluded Provider status of Philips or its employee or subcontractor. In the event Philips is unable to resolve the Excluded Provider status of Philips or its employee or subcontractor, Customer may terminate orders for Product not yet shipped or services not rendered prior to the date Philips or its employees or subcontractors became Excluded Providers.
- 13.12 Customer will notify Philips if any portion of the order is funded under the American Reinvestment and Recovery Act (ARRA).
- 13.13 Customer acknowledges that certain policies, schedules, Product-specific terms, and other documents referenced in these Conditions of Sale are provided via embedded hyperlinks (collectively, "Hyperlinked Terms"). Customer represents that it has the ability to access, download, and store the Hyperlinked Terms and agrees that all Hyperlinked Terms are incorporated into, and form part of, these Conditions of Sale as if set out in full. If a hyperlink changes or is unavailable, the then-current version of the relevant Hyperlinked Term identified by title and version/date will control, and Philips will provide a copy upon request.
- 13.14 These Conditions of Sale, the terms in the Quotation, and any applicable Product-specific warranty constitute the entire agreement and supersede all previous understandings or agreements regarding the transactions contemplated by the Quotation. No additional terms, conditions, consents, waivers, alterations, or modifications are binding unless in writing and signed by the parties.
- 13.15 The Product-specific schedules included with these Conditions of Sale apply solely to the specified Products and govern in the event terms expressly set forth in the schedule conflict with terms expressly set forth in these Conditions of Sale.

**Schedule 2
Ultrasound Systems Portfolio (UL) (Rev 26)**

Product Category	Products
Ultrasound Systems (UL)	Cardiovascular Ultrasound (CV UL)
	General Imaging Ultrasound Systems (GI UL)
	Women's Health Care (WHC UL)
	Point of Care (POC UL)

1. Payment Terms

- 1.1 Unless otherwise specified in the Quotation, Philips will invoice Customer and Customer will pay such invoice on receipt for each Product as follows:
 - 1.1.1 100% of the purchase price shall be due thirty (30) days from Philips' invoice date.
- 1.2 Support Services, if any, shall be invoiced and paid as set forth on the Quotation.

2. Xtend Coverage

- 2.1 If the Quotation includes Xtend Coverage, the Quotation is subject to the additional Schedule 2-C (Xtend Coverage) terms set forth on <https://www.usa.philips.com/healthcare/support/terms-and-conditions>. Customer's signature of the Quotation or issuance of purchase order in connection with the Quotation will be deemed agreement that such terms are incorporated herein and apply to Customer's purchase.

3. Technology Maximizer Service Package

- 3.1 If the Quotation includes Technology Maximizer Service Package, the Quotation is subject to the additional Schedule 2-D (Technology Maximizer Service Package) terms set forth on <https://www.usa.philips.com/healthcare/support/terms-and-conditions>. Customer's signature of the Quotation or issuance of purchase order in connection with the Quotation will be deemed agreement that such terms are incorporated herein and apply to Customer's purchase.



**Schedule 2-A
Collaboration Live or Reacts (Rev 26)**

Product Category	Products
Ultrasound	Collaboration Live and/or Reacts

The following schedule will apply if Customer’s purchase includes a license to Collaboration Live and/or the Reacts Platform (“Software Services”).

1. Definitions

- 1.1 “Account” means a Reacts User Account. A Reacts User Account includes the Account Information.
- 1.2 “Account Information” means the personal information related to a specific User, the User Content, the Account settings, as well as the Usage Information residing on the Reacts Platform.
- 1.3 “Administrator” means a Philips support agent (“Philips Administrator”) or a Customer Account holder (“Customer Administrator”) that has been granted certain administrative permission(s), such as but not limited to the management of Accounts and Subscriptions.
- 1.4 “Subscription” means an access purchased by Customer to the Software Services.
- 1.5 “Usage Information” means the information associated with the Software Services.
- 1.6 “User” means an individual accessing any of the Software Services.
- 1.7 “User Content” means any data provided by the User or shared with the User contained in the User’s Reacts Library or secure messaging including text, photos, videos, graphics, items, or other materials, all of which will be subject, as applicable, to the Philips Privacy Notice.

2. Customer Responsibilities

- 2.1 Customer is responsible for its own and each of its User’s acts and omissions, including compliance with the End-User License Agreement (EULA) currently available online at <https://reacts.com/legal/terms>; use of the Software Services; and ensuring adequate security to prevent unauthorized access to Accounts, User Content, and any confidential information, including protecting any client devices such as tablets and laptops with anti-virus and appropriate cyber security.
- 2.2 Customer will obtain and retain all necessary consents, including from patients, before using or granting access to the Software Services for medical purposes and processing personal information for the purposes of providing the Software Services.
- 2.3 Customer will ensure that the Users use the Software Services in accordance with all applicable laws and comply with all requirements related to the use of personal health information, including medical data. Customer will ensure that the Software Services are not used by patients.
- 2.4 Customer will obtain the consent of its Users to grant Philips access to the Usage Information.
- 2.5 Customer will obtain and maintain all required authorizations and permit(s), and/or register with their local agencies, as necessary, to use the Software Services.
- 2.6 Customer will follow the Collaboration Live Pre-Implementation IT Checklist, which Philips will provide to Customer.

3. Access to the Software Services

- 3.1 Customer acknowledges that before using the Software Services, each of its User must agree to the EULA. Philips makes such terms available to be agreed upon by each User through a click-wrap process enabled at the time such User creates their account information.
- 3.2 Customer acknowledges that the Software Services are administered by Philips or its affiliate(s) in Canada and that Personal Data may be processed by Philips and/or its affiliate(s) in Canada. Customer is responsible for its own and its Users’ compliance with any local laws, including those laws that permit the processing of Personal Data in Canada.
- 3.3 Customer acknowledges that Philips does not need any medical data to operate any of its Software Services.
- 3.4 Customer will designate individual(s) to serve as Customer Administrator(s) and alternate(s), who will serve as Philips’ primary support contacts. Customer Administrator(s) shall manage all Accounts. Philips Administrator(s) can act on behalf of Customer to administrate the Services.
- 3.5 Software Services may be interrupted for maintenance, upgrades, or as a result of telecommunication failures or other reasons that are beyond Philips’ control. Accordingly, Philips does not warrant the Software Services to be uninterrupted or error-free and will have no liability for any disruptions or downtime. Therefore, the primary on-site patient care provider performing the ultrasound procedure must be sufficiently qualified independent of the Software Services to perform an ordered patient procedure.
- 3.6 Philips may modify the Software Services or any portion thereof. Customer agrees that Philips shall not be liable to Customer or any other party if Philips modifies the Software Services.
- 3.7 Abusive or excessive usage of the Software Services may result in the temporary or permanent suspension of Customer and/or any User’s access to the Software Services and/or termination of applicable Subscriptions. Philips, in its reasonable discretion, will determine what constitutes abusive or excessive usage of its Software Services.
- 3.8 The access to the Software Services starts when the Subscriptions are created, not when they are assigned.
- 3.9 The ability to access the Software Services may require payment of third-party fees, such as telephone toll charges, mobile carrier fees, ISP, data plan, etc. Philips and its affiliates have no connection to or responsibility for such fees.

4. Retention of the Account Information and User Content

- 4.1 Philips will retain and grant Customer or other persons access to Account Information and User Content only to fulfil its obligations under the Quotation or as required or permitted by applicable laws. Once deleted by Philips, Customer, or the Users, Account Information and User Content cannot be restored.



**Schedule 2-B
Lumify (Rev 26)**

1. Lumify

1.1 The following additional terms apply to purchases of Lumify Ultrasound Solutions or Bundles:

- 1.1.1 Compatible Smart Devices. A compatible smart device and other components as specified in the Product Documentation or Lumify website (“Compatible Smart Device”) is required. Philips does not provide maintenance or repair services, anti-virus software or support, or security software for Compatible Smart Devices. If Customer selected Lumify: Outright Purchase, Customer will purchase a Compatible Smart Device at its own expense and install the Lumify software app from the applicable app store (“Lumify App”). If Customer selected Lumify System Bundle, Philips will provide a Compatible Smart Device with the Lumify App pre-installed, and the following terms apply:
 - 1.1.1.1 Customer authorizes Philips to (i) perform basic setup, (ii) install the Lumify App, and (iii) accept on Customer’s behalf the applicable end user license agreement, which can be found at http://www.samsung.com/us/common/software_eula.html for Samsung devices or upon request for other devices.
 - 1.1.1.2 Customer agrees to the limited replacement-only warranty coverage for the Compatible Smart Device as identified in the warranty agreement. After the warranty period, Philips shall not be responsible for the performance or functionality of the Lumify App following Customer installation of OEM operating system patches, updates, or upgrades to the Compatible Smart Device.
- 1.1.2 License. The Lumify App license is limited to use with the Lumify transducer on one or more Compatible Smart Devices and is available via the Google Play Store and the Apple App Store.
- 1.1.3 Internet connectivity is required to download, register, configure, and update the Lumify App.
- 1.1.4 Customer agrees to the collection and use of system log information related to the Lumify Ultrasound Solution. See the Privacy Notice for more details.

Schedule 14 Additional Terms and Conditions for Technology Maximizer (Rev 26)

1. Services

If Philips Technology Maximizer ("Technology Maximizer" or "Tech Max") is purchased under this Agreement for a specific piece of Equipment identified by its serial number following installation ("Covered System"), and the requirements of the Agreement are satisfied, then Philips will make available upgrade(s) during the term of agreement for the Equipment as outlined below and according to the Technology Maximizer version listed on the Quotation. Technology Maximizer is available in the following versions, subject to modality and market variations:

- 1.1 Technology Maximizer Essential
 - 1.1.1 Maintain Equipment at latest configuration as follows:
 - 1.1.1.1 Major release upgrades to the core system Licensed Software which is designed to run the system's hardware and essential application programs ("Core System Software");
 - 1.1.1.2 Third party operating system (OS) updates;
 - 1.1.1.3 Any available safety and security updates which are included in a major release;
 - 1.1.1.4 If operational workflows are modified in the latest upgrade, Philips will provide clinical training for new or enhanced functionality of that upgrade; and
 - 1.1.1.5 Hardware replacement to support software upgrades is not included unless specifically included in the Quotation.
- 1.2 Technology Maximizer Plus
 - 1.2.1 Maintain Equipment at latest configuration as follows:
 - 1.2.1.1 All Technology Maximizer Essential deliverables listed above;
 - 1.2.1.2 Software upgrades to previously purchased Philips Licensed Software on the Equipment other than the Core System Software such as ancillary applications which accomplish specialized clinical functions on the Equipment;
 - 1.2.1.3 Application training for new or enhanced functionality included in upgrades to Licensed Software noted in 1.2.1.2; and
 - 1.2.1.4 Computer hardware replacement necessary to support software upgrade, as/if needed. This entitlement is limited to one replacement unless specifically included otherwise in the Quotation.
- 1.3 Technology Maximizer Pro
 - 1.3.1 Selected access to future clinical innovation released during term of agreement as follows:
 - 1.3.1.1 All Technology Maximizer Plus deliverables listed above; and
 - 1.3.1.2 New features and/or applications within selected clinical area, as specified in the Quotation determined by Philips as eligible in the Technology Maximizer Pro program.
 - 1.3.1.3 Advanced training for new features and/or applications provided under 1.3.1.2.
- 1.4 Technology Maximizer Premium
 - 1.4.1 Full access to future clinical innovation across selected clinical domains released during term of agreement as follows:
 - 1.4.1.1 All Technology Maximizer Pro deliverables listed above; and
 - 1.4.1.2 New future clinical features and/or applications across selected Philips clinical domain on the Equipment as specified in Quotation determined by Philips as eligible in the Technology Maximizer Premium program.

2. Terms and Conditions of Technology Maximizer

- 2.1 Technology Maximizer does not include basic Equipment preventive maintenance which is purchased separately.
- 2.2 Licensing. All Philips Licensed Software upgrades are subject to the Licensed Software terms and conditions agreed to at purchase of the Equipment or Licensed Software sale (as applicable), including but not limited to usage and license limitations.
- 2.3 Software Warranty. All Philips Licensed Software upgrades issued under this Agreement are subject to the warranty terms and conditions agreed to at purchase of the Equipment or Licensed Software sale (as applicable) for a warranty period of 90 days.
- 2.4 Upgrade preconditions. All upgrades and new software features and/or applications may be delivered, if and when:
 - 2.4.1 made commercially available by Philips after the Start Date and before the End Date specified in the Quotation;
 - 2.4.2 supported by the Equipment hardware and configuration; and
 - 2.4.3 intended for use in the "clinical domain" identified in the Quotation or otherwise as explicitly specified in the Quotation.
- 2.5 Term of Technology Maximizer. If purchased with the sale of Equipment Technology Maximizer service coverage begins one day following the first year of the warranty period or as specified on Quotation. Technology Maximizer purchased after sale of Equipment shall begin on the Start Date listed on the Quotation.
- 2.6 Upgrade Delivery Process. Philips will notify Customer of an upgrade that is included in Customer's Technology Maximizer entitlement. Customer must provide written notice (email acceptance is sufficient) of intent to receive the upgrade within the term of the Technology Maximizer Agreement. If Customer does not provide written notice of intent to receive the upgrade within term of the Technology Maximizer Agreement, then Philips is under no obligation to provide such upgrade. If the Technology Maximizer Agreement term expires after Customer has provided written notice to receive the upgrade, but before it is delivered, then Customer is entitled to receive it within year following such expiration and must schedule the installation within this one-year period.
- 2.7 Upgrade Limitations. The upgrades provided under Technology Maximizer:
 - 2.7.1 are available only for the designated Equipment specified on the Quotation;
 - 2.7.2 unless explicitly described otherwise in the Quotation and except in case of Technology Maximizer Pro and Premium, do not include new applications, options or the like that were not purchased with the Equipment, or purchased separately from Philips for the Equipment;
 - 2.7.3 may not be sold, transferred, or assigned to any third party; and
 - 2.7.4 are subject to the terms and conditions of the Agreement and any licensing terms and conditions included in the purchase of the Equipment from Philips.
 - 2.7.5 Parts removed for the purpose of an upgrade become the property of Philips on an exchange basis as defined in the Agreement.
- 2.8 Availability limitation. In case Customer refuses the installation of an upgrade, or in case no upgrade is provided by Philips (for any reason, e.g., not made available commercially) during the Term of the Technology Maximizer entitlement, no credit for any already paid amounts is carried forward or eligible for refund. Philips makes no representations in number of Core System Software, OS, ancillary or other Licensed Software upgrades or enhancements that shall be made available to Customer during the term of this Agreement. The release of all third-party software publishers' upgrades is at the sole discretion of the software publisher and only to the extent made available to Philips. All such third-party software is subject to prior validation by Philips for use with the Equipment. Philips validation of third-party software includes without limitation screening for safety issues, processing delays, or image distortion. Any

upgrades/updates or enhancements to the Philips application software is subject to regulatory clearance and commercial availability, solely at Philips' discretion.

- 2.9 To receive Technology Maximizer upgrade(s) designated for remote deployment, Customer must ensure the enablement of Philips Remote Service for establishing remote connectivity between the Covered System and Philips.
- 2.10 To receive Technology Maximizer upgrades, the Covered System must be up to date with all preventative maintenance and operating within specifications. If the Covered System is not under a Philips maintenance agreement that includes regular preventative maintenance, and repairs are necessary to bring the Covered System within specifications, the Technology Maximizer upgrade will not cover the cost of such repairs.
- 2.11 **Termination.** If the Agreement is terminated due to the fault of Customer or Customer defaults under the Agreement after any upgrades under this Technology Maximizer have been provided by Philips, then Customer shall pay Philips the list price of the so provided upgrades within 30 days of such termination or default. No paid amount is eligible for refund.



Sold to:

Katie Tremel
Crawford County Memorial Hospital
100 Medical Pkwy
Denison, IA 51442-2299

Presented By

Jason Wolf
Philips Healthcare a division of Philips North
America LLC
414 Union Street
Nashville, Tennessee 37219
Email: jason.wolf@philips.com

Ship to:

Crawford County Memorial Hospital
100 Medical Pkwy
Denison, IA 51442-2299

Quote #: Q-00696582

Customer #: 94045429

Quote Date: 02/19/26

Valid Until: 05/23/26

EPIQ Elite Ultrasound Shared service system 2 16 2026

Thank you for investing your trust in Philips; we know that there were many options out there for you to choose from. As an industry leader in Healthcare, we also pride ourselves on providing great Customer Service.

I am pleased to submit the attached proposal for your consideration.

I trust this meets your expectation, however, should you have any queries or require further information or clarification, please do not hesitate to contact me.

To ensure a smooth purchasing experience here are a few helpful tips to keep in mind when submitting your purchase order.

- Please specify any specific delivery date requirements or shipping/delivery needs
 - Ensure your purchase order references the Philips quote number
 - Purchase orders must be signed digitally or physically
- or
- Complete the information on the quote Signature Page

Thank you again for considering Philips.

Thank you,

Jason Wolf
515-240-6335
jason.wolf@philips.com

This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this quotation. Except as otherwise required by state or federal law after strict compliance with any applicable notification and procedural requirements therein, it may not be disclosed to third parties without the prior written consent of Philips.

IMPORTANT NOTICE: Discounts, Other Fee Reductions and Reporting Obligations: The Product(s) offered may be subject to Philips' discounts and other programs, including finance programs, that could trigger federal healthcare cost reporting obligations. Customer discounts, and fees and charges waived or otherwise not charged by Philips, may constitute a discount on Product(s) covered by this Agreement. Philips may also provide financial support for financing programs of third-party lenders in connection with the financing of the Product(s). Customer agrees to fully and accurately report Product costs, adjusted for discounts, as required. Philips agrees to fully and accurately report discount information to Customer and refrain from impeding Customer from meeting its cost reporting obligations under the discount safe harbor, 42 CFR 1001.952(h).

Philips Healthcare a division of Philips North America LLC
414 Union Street
Nashville, Tennessee 37219
aHIRi00001Y1wpOAC



1. Quote Summary

Line	Article No.	Description	Qty	Net Price
1	795234	EPIQ Elite Diagnostic Ultrasound System		
1.1	NNAV655	EPIQ Elite Adv G w/FlowViewer	1	\$ 73,635.90
1.2	NNAV621	Cardiology Clinical Package	1	\$ 4,328.21
1.3	NUSY100	xMATRIX xPlane and Live 3D SS	1	\$ 14,279.20
1.4	NUSY162	Dynamic HeartModel	1	\$ 26,929.22
1.5	NUSY163	3D Auto RV	1	\$ 10,648.17
1.6	NUSY148	AutoStrain LA	1	\$ 1,742.43
1.7	NUSY149	AutoStrain RV	1	\$ 1,742.43
1.8	NUSY039	2D Auto LV	1	\$ 10,207.42
1.9	NUSY173	aBiometry Assist	1	\$ 493.69
1.10	NUSY186	EPIQ ELITE CV Doppler and 2D Auto Measure	1	\$ 1,936.03
1.11	FUS9161	X5-1c transthoracic echo transducer	1	\$ 18,392.30
1.12	NNAV818	EPIQ Elite System Edu	1	\$ 0.00
1.13	NNAV820	EPIQ Elite Edu 3D 4D Apps	1	\$ 0.00
				\$ 164,335.00
2	SP00401_RE	Trade In: EPIQ 5G Ultrasound System	1	\$ -13,300.00
Total Section Trade In:				\$ -13,300.00
Total Section Price:				\$ 151,035.00
				Total Net Price
List Price				\$ 506,558.01
Trade In				\$ -13,300.00
Total Net Price				\$ 151,035.00



2. Quote Details

Line	Description	Qty
1	EPIQ Elite Diagnostic Ultrasound System Article No. 795234	
	Details	
	EPIQ Elite Diagnostic Ultrasound System	
1.1	EPIQ Elite Adv G w/FlowViewer Article No. NNAV655	1
	EPIQ Elite advanced for general imaging is a premium diagnostic ultrasound system featuring an uncompromised level of clinical performance, design and intelligence to meet the challenges of today's most demanding practices.	
	<ul style="list-style-type: none"> • Proprietary nSIGHT Imaging architecture with GPU for elevated levels of tissue uniformity, frame rate and penetration. • Supports PureWave family of transducers • xMATRIX ready architecture for GI or SS applications • Supports 3D/4D imaging modes across various clinical options • XRES Pro next generation image processing, Variable XRES • Supports MicroFlow Imaging option with MicroFlow HD across various transducers and applications • Supports Needle Visualization enhancement (eL18-4 transducer) • Supports CEUS clinical option • Supports TrueVue Pro photorealistic 3D option • Supports FlexVue curved MPR capability • Supports TouchVue with MPR touch • Supports Fusion and Navigation Interventional option • Active Native data for post-processing of frozen image data and Cineloop image data • Supports strain elastography, ElastPQ and ElastQ Imaging shear wave elastography clinical options across various applications and transducers • AutoScan (real time iSCAN) automatically optimizes gain and TCG continuously • SmartExam system-guided protocols • Tablet-like user interface with gesture control • Infinite articulation of control panel and monitor allows for perfect alignment whether sitting or standing • Control panel adjustability with 720 degrees of freedom to scan ergonomically • Enhanced mobility with battery backup options • MaxVue High Definition Ultrasound with over a 1 million more pixels and 38% larger viewing area • 4 active transducer ports • Supports Anatomically Intelligent Ultrasound (AIUS) options • AI Breast • Dynamic HeartModel • AAA Modsel 	

- AutoRegistration for Fusion/Nav
- aBiometry
- Assist
- aReveal
- Windows 10 Operating System
- Defense in depth security support
- Multi-Modality Query Retrieve (Allows for the viewing of DICOM CT, Mammography, NM, MRI and ultrasound images—you can review these images while you are live imaging)
- NetLink/DICOM 3.0 provides network print and store, commit, modality worklist, DICOM Query and Retrieve, and structured reporting for adult and pediatric echo, vascular, and OB/GYN
- Integrated Wireless DICOM
- DICOM 3.0 Print and Store capability to internal drive
- On-board workstation-class data management with thumbnail previews and storage of images, loops,
- Retrospective and prospective clip capture to internal drive or removable media and reports

Radiology Clinical Package

Includes the following:

Abdominal Clinical Option

Gynecology Clinical Option

Vascular Clinical Option

Pediatric GI Clinical Option

Small Parts Clinical Option

Musculoskeletal Clinical Option

Obstetrical Clinical Option

Fetal Echocardiography Option

Urology Clinical Option

TCD Clinical Option

Interventional Clinical Option

MicroFlow Imaging

MicroFlow Imaging (MFI) enhances visualization of small and weak blood. Now includes MFI HD a sub mode that offers twice the sensitivity and resolution of MFI feature.

Flow Viewer

Flow Viewer is a color visualization enhancement to visualize vasculature and fetal heart architecture. Available in all color imaging modes (CFM, CPA, CPAd, MFI, MFI HD)

SafeGuard

This is a standard computer administration tool used to prevent unauthorized programs (malware) from running on the ultrasound system.

Security Plus

Security Plus provides a Defense-in-depth strategy implementing security features designed to help healthcare facilities provide additional patient data privacy, and protection from unauthorized access via the ultrasound systems on hospital networks. New data security enhancements will make EPIQ and Affiniti compatible with data security on medical devices.

HD Max Display

24-inch HD MAX immersive display monitor for the ultimate ultrasound visualization

Extended Life Battery

Highly recommended for portable ultrasound studies. Doubles the time to be in transport mode when going mobile as compared to the Battery Standard Life. Allows system to be placed in sleep mode and booted up in 20 seconds. Allows activation of the smart handle when not plugged in to central power.

- 1.2 **Cardiology Clinical Package** 1
Article No. NNAV621

Details

Adult Cardiology: Tissue Specific Imaging software for specific transducers in Adult echo ultrasound applications. Display optimization software with Tissue Specific presets for Adult echo imaging and Doppler. Analysis software package includes adult echo imaging protocol and report. Allows operation of S5-1, X7-2t, S9-2, S8-3, L15-7io, S7-3t, S8-3t and D2cwc transducers.

Includes

Pediatric Echo clinical option: includes Ped ECG. Tissue Specific imaging software for specific transducers in pediatric cardiac ultrasound applications. Display optimization software with Tissue Specific presets for pediatric cardiac imaging and Doppler applications. Unique Analysis software package includes a dedicated pediatric cardiac imaging protocol and report, as well as fetal echo analysis. Allows operation of S8-3, S12-4, S5-1, D2cwc, S8-3t and S7-3t transducers.

- 1.3 **xMATRIX xPlane and Live 3D SS** 1
Article No. NUSY100

xMATRIX performance option that enables Live xPlane and Live 3D for shared service applications. This includes support for all xMATRIX transducers. This feature also includes 4D Imaging support capability for mechanical volume transducers.

- 1.4 **Dynamic HeartModel** 1
Article No. NUSY162

Dynamic HeartModel, powered by AIUS, is a fully automated Live 3D quantification tool that calculates both the volumes of the LV and LA simultaneously, as well as an LV EF and SV in under 30 seconds. It quantifies Live 3D volumes using the X5-1 transducer and is designed to provide faster, easier and more robust results than previously available, on the majority of your patients.

The Dynamic HeartModel App provides dynamics of the heart by showing moving contours for the left ventricle and left atrium which ensures higher diagnostic confidence. Dynamic HeartModelA.I. offers new measurements such as LV Mass, Cardiac Index, Complete LA volumes, and index using Body Surface Area for LA Max and LA Min volumes. This App allows the user to analyze multiple beats and average the results.

1.5	3D Auto RV Article No. NUSY163 TOMTEC 3D Auto RV: Automated 3D quantification of right ventricle (RV) provides 3D EDV, ESV and EF measurements for RV. It also provides 2D measurements of RV diameters, TAPSE and RV longitudinal strain derived from the 3D dataset.	1
1.6	AutoStrain LA Article No. NUSY148 TOMTEC AutoStrain LA: One button push fully automated global longitudinal strain measurement tool for left atrium (LA). It provides LA GLS measurements in different phases of the cardiac cycle, e.g. LA GLS at reservoir, conduit and contraction phases on apical 4 chamber images with or without ECG.	1
1.7	AutoStrain RV Article No. NUSY149 TOMTEC AutoStrain RV: One button push fully automated free wall and global longitudinal strain measurements tool for right ventricle (RV). It supports images from cardiac sector transducers with or without ECG	1
1.8	2D Auto LV Article No. NUSY039 Introduction Philips Ultrasound 2D Auto Left Ventricle Quantification Details Includes upgrade to C.1 HW level. 2D Auto Strain LV provides a one button push fully automated global and segmental longitudinal strain measurement tool with 18 segments bull's eye display for left ventricle (LV). It supports images from cardiac sector transducers with or without ECG. Autostrain LV now includes midlayer strain as well as ejection fraction all in one application. A.I empowered Smart View Select (SVS) automatically chooses the 3 apical images for LV. Available after regulatory clearance in your region.	1
1.9	aBiometry Assist Article No. NUSY173 aBiometry assist is a semi-automated measurement tool for fetal biometry based on Philips Anatomical Intelligent Ultrasound (AIUS). The workflow enhancement measurement tool applies to the following fetal biometric measurements: BPD, HC, OFD, FL and AC.	1
1.10	EPIQ ELITE CV Doppler and 2D Auto Measure Article No. NUSY186	1

Introduction

EPIQ ELITE Auto Measure

Key Benefits

- Auto Measure
- Auto Measure

Details

The solution will automate the selection of measurement labels available on the Touch Screen pages during TTE Doppler exams to facilitate users' workflow. An AI engine will be used to classify Doppler spectrum waveforms associated with major flow profiles from cardiac anatomical landmarks. Available after regulatory clearance in your region.

Includes

CV Doppler and 2D Auto Measure

1.11	X5-1c transthoracic echo transducer Article No. FUS9161	1
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Introduction

X5-1c transthoracic echo transducer

Key Benefits

- Improved overall image quality
- Improved performance when analyzing echo images with Qapps.

Details

Philips 3rd-generation xMATRIX sector array transthoracic transducer, now powered by the updated nSight Plus system architecture based on software image formation. 5 to 1 MHz extended operating frequency range for adult echo applications in 2D, Live xPlane and Live 3D modes. A curved nose fits within the rib spaces.

1.12	EPIQ Elite System Edu Article No. NNAV818	1
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Introduction

With the purchase of an EPIQ Elite Ultrasound System (NNAV598, NNAV680, NNAV678, NNAV679, NNAV619, NNAV620 or NNAV655), customer is entitled to receive:

- 1 Day Onsite Clinical Install
- 1 Day Onsite Clinical Support
- 1 Basic System Training Bundle

- 1 Day Level 2 Offsite Tuition and US Travel Package*

Details

1 Day Onsite Clinical Install and 1 Day Onsite Clinical Support: The Clinical Install Onsite Training and Clinical Support Onsite Training (1 day each) expire ninety (90) days after install and is provided Mon-Fri during normal business hours between 8 AM and 5 PM. Philips Healthcare personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. The training sessions should be attended by the appropriate healthcare professional as identified by the department director. Site must be patient-ready to meet training expectations.

Basic System Training (BST) Bundle: The Basic System Training (BST) Bundle expires ninety (90) days from equipment installation date or purchase date. The aim of this series is to provide the Sonographer/ Echocardiographer with self-paced courses to familiarize you with your ultrasound system.

Includes

1 Day Level 2 Tuition and US Travel Package*: This package expires one (1) year from the equipment installation date or purchase date if sold separately. This tuition may be used for one (1) attendee to register to attend any Level 2 course that is offered at a Philips Training location. The travel package is valid for one (1) registered attendee. Includes one (1) participant's modest airfare (\leq \$750) from a North American customer location to a North American Philips training location with modest lodging, ground transportation and meal expenses. Breakfast/dinner are provided by the hotel and lunch/breaks are catered by Philips. All other expenses are the responsibility of the attendee (ie. Baggage fees, flight change fees, meals while traveling, transportation to and from the participant's home airport). Due to travel/scheduling requirements, a twenty-one (21) day notification of cancellation is required, or training/education entitlements will be forfeited. Curriculum is subject to change without notice.

Additional Information

* Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014

1.13 EPIQ Elite Edu 3D 4D Apps Article No. NNAV820

1

Introduction

With the purchase of one or more of the following applications:

- NUSY100, NUSY101, NUSY102 - xMATRIX xPlane & Live 3D
- NUSY120 - 4D Imaging
- NNAV618 - 4D, 3D9-3v & FlexVue
- NUSY062 - V9-2, 4D, C5-1
- NUSY063 - V9-2, 4D, 3D9-3v
- NUSY064 - V9-2, 4D, C10-3v
- NNAV422 Adv 3D/4D Techn Pkg Adv Core
- NNAV423 Adv 3D/4D Techn Pkg Non-Adv Core

Customer is entitled to receive for each:

- 1 Additional Day Onsite Clinical Support

- 1 Additional Basic System Training Bundle

Details

1 Day Onsite Clinical Support: Please see under NNAV18 for details
Basic System Training (BST) Bundle: Please see under NNAV818 for details

Line	Description	Qty
2	Trade In: EPIQ 5G Ultrasound System Article No. SP00401_RE Serial number: US3118C2032 C9-2 transducer trade	1

3. Local Sales Terms and Conditions

Line	Product Code	Contract Name	Contract No.	Invoice Schedule
1	795234 EPIQ Elite Diagnostic Ultrasound System	Premier Healthcare Alliance PP-IM-287_2025	PP-IM-287	0/0/100
2	SP00401_RE Trade In: EPIQ 5G Ultrasound System	NONE	NONE	0/0/100

Payment Terms US: Net 30 Days

INCO Terms: Carriage and Insurance Paid To Destination

This is a cash price quote, which includes ACH, check, and wire transfer. Any other form of payment will result in different price, which may be higher.

Billing Terms: Are as displayed under the Invoice Schedule table above. For each item, X/Y/Z milestones are defined as follows (unless an Agreement specifying alternative payment terms has been negotiated between the parties):

- X is the percentage invoiced upon signed acceptance of quotation or upon receipt of Customer Purchase Order
- Y is the percentage invoiced upon delivery of major components to Customer designated location or Philips warehouse.
- Z is the percentage invoiced upon completion of installation or product available for first patient use, whichever occurs first.
- Z is the percentage invoiced 30 days from date of shipment (Ultrasound Systems Portfolio Only)

If DEMO Equipment is included in this quotation it is sold under the Contact No. Contract Name/Contract Number ("Contract") of the products/solution included in this quotation.

All amounts in this quote are in USD

Additional Terms US:

The specific Premier Contract # referenced above represents the applicable Premier agreement with Philips containing discounts, fees and any specific terms and conditions applying to any Product identified as part of this quoted Solution. Philips Standard Terms and Conditions of Sale attached to the Quote Solution will also apply to the extent they do not expressly conflict with the terms and conditions of the referenced Premier Contract





4. Acceptance by Parties

Invoice to:

Crawford County Memorial Hospital
100 Medical Pkwy
Denison, IA 51442-2299

Ship to:

Crawford County Memorial Hospital
100 Medical Pkwy
Denison, IA 51442-2299

Total Net Price		Total Net Price
Total Net Price		\$ 151,035.00

Each Quotation solution (defined as each product, software, service) is issued pursuant to the Local Sales Terms and Conditions and if Contract Name equals NONE then Philips Standard Terms and Conditions ("Contract") governs the discounts and fees that apply to each quoted solution. Any PO for the items herein will be accepted subject to the terms of the Contract. **Issuance by customer of a non-contingent signed purchase order(s) referencing the Quote Solution and the Local Sales Terms and Conditions (as applicable) expressly represents customer's acceptance of the quotation and the associated terms in lieu of the customer signature on this quotation.** Each Quotation Solution listed on purchase order/orders represents a separate and distinct financial transaction. Philips General Terms and Conditions of Sales and Software License for Hospital Monitoring, Hospital Respiration Care, Focal Point SW Licenses, Therapeutic Care, Medical Consumables and Sensors and Value Added Services are located at Terms and Conditions of Sale|Philips (<https://www.usa.philips.com/healthcare/support/terms-and-conditions>). Product Warranties for all Philips Products are located at Terms and Conditions of Sale|Philips (<https://www.usa.philips.com/healthcare/support/terms-and-conditions>).

We understand and agree that each transaction is to be individually billed and paid. This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this quotation. Except as otherwise required by state or federal law after strict compliance with any applicable notification and procedural requirements therein, it may not be disclosed to third parties without the prior written consent of Philips. This quotation provides contract agreement discounts and does not reflect rebates that may be earned by Customer, under separate written rebate agreements, from cumulative volume purchases beyond the individual quantity being ordered under this quote. Customer is reminded that rebates constitute discounts under government laws which are reportable by Customers.

The price above does not include sales tax.

Please fill in the below if applicable:

1. Tax Status: Taxable _____ Tax Exempt _____
If Exempt, please indicate the Exemption Certification Number: _____, and attach a copy of the certificate.
2. Requested equipment delivery date _____
3. If you do not issue formal purchase orders indicate by initialing here: _____
4. For Recurring Maintenance Service & Support Agreements with New Equipment Purchases: Our facility does issue formal purchase orders; however, due to our business/system limitation, we cannot issue a formal purchase order for the service agreement until 90 days prior to standard warranty expiration. Our facility agrees to submit the service agreement purchase order at such time. Initialed: _____

CUSTOMER SIGNATURE

by its authorized representative

Signature: _____

Print Name: _____

Title: _____

Date: _____

PHILIPS SIGNATURE

by its authorized representative

Signature: _____

Print Name: _____

Title: _____

Date: _____



5. Philips Standard Terms and Conditions

General Terms and Conditions of Sale and Software License ("Conditions of Sale") (Rev 26)

1. Quotation, Order, and Payment

- 1.1 The equipment, service, and software ("Product(s)") offered on the quotation by the Philips legal entity identified thereon ("Quotation") are subject to these Conditions of Sale, the Quotation, and any schedules and attachments attached hereto. The Quotation expires as indicated and may be amended or revoked by Philips before Customer's acceptance. Purchase orders (POs) will serve only as Customer's acceptance of the Quotation and these Conditions of Sale in the absence of a signature of Customer's authorized representative on the Quotation. Any different or additional terms proposed by Customer are rejected and do not apply.
- 1.2 Prices and payment terms are in the Quotation. Net payment terms are based on invoice date. Orders are subject to Philips' credit review and approval. Prices exclude taxes, which are Customer's responsibility. Philips will invoice and Customer will pay all applicable taxes unless Customer provides a tax exemption certificate in advance.
- 1.3 Customer will pay interest on late payments not disputed in good faith at an annual rate of 12%, billed monthly. If Customer fails to pay or breaches these Conditions of Sale, Philips may suspend its obligations and deduct the unpaid amount from any amounts owed to Customer, in addition to other rights or remedies. Philips can recover all costs and expenses, including reasonable attorneys' fees related to enforcement.
- 1.4 Customer cannot cancel an order for equipment. If Customer cancels an order for equipment before the order is sent to the factory, Customer will pay 15% of the net selling price. If Customer cancels after the order for equipment is sent to the factory, Customer will pay the full net selling price. If Customer has not taken delivery of equipment within 24 months from Quotation acceptance, the order is deemed canceled and the cancellation charges in this section will apply according to their terms. In all cases cancellation of orders of software shall be governed by the terms of the Product schedule applicable to such software Product. In the absence thereof, such orders are non-cancelable.
- 1.5 Philips may make partial or early shipments, and Customer will pay invoices for such shipments according to the payment terms in the Quotation. Payments can be made by check, ACH, or wire. Philips does not accept transaction fees for electronic fund transfers or other payment methods. Philips imposes a 2% surcharge on credit cards, not exceeding its cost of acceptance. Check payments over \$50,000 USD must be paid via eCheck or Philips prepaid FedEx account with tracking.
- 1.6 Philips is entitled to retain a security interest in the Products until full payment is received. Philips may change the design or specifications of the Products at any time, provided the change does not adversely affect performance.

2. Lease and Trade-In

- 2.1 If Customer wants to convert a purchase to a lease, Customer must provide relevant rental documents for review and approval by Philips within 90 days before delivery. Customer is responsible for converting the transaction to a lease and securing the leasing company's approval of these Conditions of Sale. No product will be delivered until Philips receives and approves the fully executed lease documents. If the lease does not fund, Customer guarantees payment of all monies due, Philips may convert the lease back to a purchase and invoice Customer, and Customer will pay all invoiced amounts per the invoice terms.
- 2.2 For any equipment being traded in ("Trade-In"), Customer warrants it has good and marketable title. The trade-in value depends on Customer providing the Trade-In by the date Philips makes the new Product available for first patient use and may change if Customer delays delivery, installation, or go-live dates, or if the Trade-In is not in good working order, is damaged, or differs from the Quotation. Customer must clean and sanitize all components, drain chiller lines, cap plumbing, and delete personal data. Customer agrees to reimburse Philips for any out-of-pocket costs arising from Customer's breach of this section.

3. Shipment and Installation

- 3.1 Philips will deliver the Products according to the shipping terms in the Quotation. Additional costs for different delivery terms are Customer's responsibility. Philips will make reasonable efforts to meet the delivery date confirmed by Philips with Customer prior to releasing the Product for production ("Delivery Date"). If Customer delays delivery beyond the Delivery Date, Customer will pay reasonable expenses incurred by Philips, including storage fees, transportation expenses, and related costs. Customer will pay any delivery installment payment upon delivery to Customer site or Philips warehouse.
- 3.2 For installation by Philips, Customer must at its own expense (i) provide secure, adequate storage for the Products and unobstructed access to the Products and installation site; (ii) comply with Philips' installation requirements and applicable safety, electrical, and building codes; (iii) remove hazardous material; (iv) obtain necessary permits and licenses; (v) assist in moving the Products to the installation site; and (vi) be responsible for rigging, removal of obstacles, and restoration work. If Products are connected to a computer network, Customer is responsible for network security.
- 3.3 If the above conditions are not met, Philips may interrupt installation and testing and extend the installation period, and Customer will pay any additional costs. Philips is not liable for the fitness or adequacy of the premises or utilities for installation or storage.

4. Product Warranty

- 4.1 Philips' Product-specific warranties are set forth at <https://www.usa.philips.com/healthcare/support/terms-and-conditions>, and such terms and conditions are incorporated herein as applicable to the Products under the Quotation. Customer's signature on, or issuance of PO in connection with, the Quotation will be deemed agreement that such Product-specific warranty(ies) apply to Customer's purchase. In the event a warranty is not listed on such webpage for a Product under the Quotation, the following Sections 4.2-4.9 apply to Customer's purchase.
- 4.2 For hardware Products, Philips warrants the Product will materially comply with its specifications for one year from acceptance or first clinical use, but in any event no more than 15 months from shipment, provided the Product has been properly used and maintained. Philips warrants disposable Products intended for single use will be of good quality until the expiration date.
- 4.3 Philips warrants stand-alone Licensed Software will substantially conform to the technical specification for 90 days from availability.
- 4.4 Philips warrants services will be performed in a good and workmanlike manner for 90 days after completion. Philips' sole liability, and Customer's sole remedy, for breach of this service warranty is to give credit for the service price or re-perform the services.
- 4.5 To make a warranty claim, Philips must receive written notice within the warranty period and a reasonable period after discovery of the defect. Replaced Product or parts must be returned to Philips and will be Philips' property.
- 4.6 Philips' warranty obligations and Customer's sole and exclusive remedy are, at Philips' option, repair or replacement of the Product or part, or a pro rata refund of the purchase price after a reasonable cure period and return of Product(s). Replacement parts will be new or equivalent.
- 4.7 Philips has no obligations for defects resulting from use, operation, modification, configuration, calibration, or maintenance not in accordance with the Product specification and instructions; abuse, negligence, accident, or damages caused by Customer; improper site preparation, external sources, or third-party products. Philips is not responsible for third-party product warranties but will make reasonable efforts to extend third-party warranties and service solutions to Customer.
- 4.8 During the warranty and any service arrangement, Customer must provide and maintain a dedicated high-speed internet connection for remote servicing compatible with Philips Remote Service Data Center (PRSDC). If Customer fails to provide access, Customer accepts any impact on Products availability,

additional cost, and speed of resolution.

- 4.9 THE WARRANTIES IN THESE CONDITIONS OF SALE AND QUOTATION ARE THE SOLE WARRANTIES MADE BY PHILIPS, EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. PHILIPS DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PHILIPS DOES NOT WARRANT ANY PRODUCT USING THE CLOUD TO BE UNINTERRUPTED OR ERROR-FREE.

5. Limitation of Liability

- 5.1 THE TOTAL LIABILITY OF PHILIPS FOR ALL DAMAGES AND CLAIMS ARISING FROM OR RELATING TO ANY PRODUCTS AND SERVICES UNDER THESE CONDITIONS OF SALE AND QUOTATION, WHETHER BASED ON TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, INDEMNITY, AT LAW OR EQUITY, IS LIMITED TO THE TOTAL AMOUNTS PAID BY CUSTOMER TO PHILIPS UNDER THESE CONDITIONS OF SALE AND QUOTATION.
- 5.2 PHILIPS IS NOT LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA, PROFITS, REVENUE, BUSINESS INTERRUPTION, OR USE, REGARDLESS OF WHETHER THEY ARE FORESEEABLE OR NOT AND WHETHER THE CLAIM IS MADE IN TORT, BREACH OF CONTRACT, INDEMNITY, AT LAW, OR IN EQUITY.
- 5.3 THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATIONS OF LIABILITY UNDER SECTION 5.1 AND CONSTITUTE DIRECT DAMAGES: (a) THIRD-PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT, (b) CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING PHYSICAL PROPERTY DAMAGE CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT, (c) OUT-OF-POCKET COSTS FOR PATIENT NOTIFICATIONS REQUIRED BY LAW DUE TO PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION, (d) FINES OR PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES DUE TO PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION, AND (e) PHILIPS' INFRINGEMENT INDEMNIFICATION OBLIGATIONS.

6. IP Indemnification

- 6.1 Philips will indemnify, defend, and hold harmless Customer against any claim that a Philips Product infringes third-party intellectual property (IP), provided Customer gives Philips prompt written notice, full information and assistance, and sole control of the defense or settlement. If a Product is found or believed to infringe valid IP, or Customer is enjoined from using the Product, Philips may procure the right for Customer to use the Product, replace or modify the Product, or provide a pro rata refund upon return of the Product. Philips has no obligation for claims arising from compliance with Customer's designs, specifications, or instructions; use of Customer-supplied technical information; modifications by Customer; use not in accordance with specifications or instructions; use with other products not sold by Philips; use of prior releases; or use after Philips advises Customer to stop use. These terms state Philips' entire obligation and liability for infringement claims and Customer's sole remedy.

7. Ownership, Use, and Exclusivity of Product Documents and Other Proprietary Service Materials

- 7.1 Philips' documents, manuals, and technical information related to product maintenance or service are proprietary. They cannot be copied, reproduced, transmitted, disclosed, or used without Philips' written consent. Philips' technical maintenance or service software is also proprietary and intended solely for Philips' use, unless otherwise agreed in writing by Philips and Customer.

8. Export Control and Product Resale

- 8.1 Customer is responsible for obtaining export authorizations for the Products. US Customers cannot transfer Products outside the US.

9. Licensed Software Terms

- 9.1 Subject to Customer's compliance with these Conditions of Sale, Philips grants Customer a non-exclusive, non-transferable, non-sublicensable license to use software Products and software embedded in Products ("Licensed Software") according to the Quotation and according to the instructions for use accompanying the Products.
- 9.2 Licensed Software is licensed, not sold, and all intellectual property rights remain with Philips. Customer may make one backup copy. Customer will preserve the confidential nature of the Licensed Software and maintain copyright notice or proprietary legends on copies.
- 9.3 Customer will not (and shall not allow any third party to) decompile, disassemble, modify, reproduce, or otherwise reverse engineer the Licensed Software. Any modification of the Products or system shall be deemed unauthorized and may be deemed as remanufacturing of the Products or systems. Installation of Philips-issued patches or updates is not a modification.
- 9.4 Philips and its affiliates may use, on a royalty-free basis, feedback or suggestions for modification or enhancement of the Licensed Software for licensing to third parties. Customer agrees to comply with third-party licensed software terms and indemnify Philips for any damage arising from failure to comply. If the third-party licensor terminates the license, Philips may terminate the license with Customer and make reasonable efforts to procure a solution.
- 9.5 Customer is responsible for buying and managing anti-virus software to protect the products and all virus issues with the Licensed Software. Use of anti-virus in a manner not recommended by Philips is Customer's sole responsibility.
- 9.6 Customer's installation or use of unauthorized updates may adversely affect functionality and performance. Philips has no liability for performance issues caused by unauthorized updates, and the warranty is void during the period of use of such unauthorized updates. Philips may require Customer to roll back unauthorized updates to the most recent validated version before performing services. Philips tests the latest applicable security updates and publishes them as Philips Product Security Status documents. It is Customer's responsibility to deploy validated updates.
- 9.7 Customer will ensure third parties complete interface work by the interface testing date. Philips may terminate interface obligations and refund pre-paid amounts for interfaces, excluding amounts for work performed prior to termination, if Customer delays result in not meeting the interface testing date. Terminated interfaces will be re-evaluated under a separate new sales contract.
- 9.8 Philips is not responsible for business continuity or disaster recovery plans or data backup. Customer is responsible for daily backups and otherwise determining appropriate frequency. Backups should occur daily at a minimum. Hard drives on Products are not to be used as a data repository and all images and reports on Product shall be sent to different storage device such as Picture Archive and Communication System (PACS) or Health Suite Imaging (HSI) system, at minimum on a daily basis.
- 9.9 Professional services for Licensed Software implementation will adhere to a statement of work and be subject to these terms. A statement of work signed by the Customer is required by Philips at the time of Customer order placement of Philips Enterprise Informatics Licensed Software Products.

10. Confidentiality

- 10.1 The Parties will keep confidential any information of the other party and use it only to carry out their rights and obligations under these Conditions of Sale and the Quotation. This obligation does not extend to public domain information or information disclosed by law or court order.

11. Compliance with Laws

- 11.1 Each party will comply with all applicable laws, rules, and regulations.
- 11.2 Philips may process personal data in relation to services. Philips will process protected health information (PHI) as defined by HIPAA on behalf and by instruction of Customer under a Business Associate Agreement. Philips may process log files or device parameters containing personal data, including PHI, to provide services and comply with regulations and standards.
- 11.3 Customer consents to Philips' use of non-personal data for business purposes, including data analytics, product and service improvement, marketing claims,

and benchmarking. Philips will not use Customer's name without prior written consent.

12. Force Majeure

- 12.1 Neither party is liable for non-performance caused by circumstances beyond its control, including acts of God, war, civil war, insurrection, fire, flood, labor disputes, epidemics, pandemic, cyber-attack, terrorism, governmental regulations, embargoes, export control sanctions, or Philips' unavailability regarding permits, licenses, authorizations, default, or force majeure of suppliers or subcontractors. If Philips is unable to perform due to a force majeure event that continues for 90 consecutive days, Customer may terminate the Quotation for any Product(s) not yet delivered.

13. Miscellaneous

- 13.1 Products may contain remanufactured parts equivalent to new in performance.
- 13.2 If Customer becomes insolvent, files for bankruptcy, has assets assigned or frozen, Philips may cancel unfulfilled obligations or suspend performance. Customer's financial obligations remain in effect.
- 13.3 If any provision of these Conditions of Sale is deemed unlawful, unenforceable, or invalid, the remaining provisions remain in effect, and a new provision reflecting the original intent will be substituted.
- 13.4 Notices or communications will be given in writing and deemed effective if delivered in person or sent by courier or mail.
- 13.5 Failure to require compliance with any obligation does not affect the right to enforce it later.
- 13.6 Customer may not assign rights or obligations without Philips' prior written consent, except for a sale of substantially all of Customer's assets or internal reorganization, and provided that in each case Customer is not in breach of any payment obligations and the assignee assumes all liabilities and obligations in writing.
- 13.7 Customer's obligations do not depend on other agreements with Philips. Customer will not exercise any offset right in relation to other agreements.
- 13.8 All transactions are governed by the laws of the state where the Product will be installed, excluding the Uniform Computer Information Transactions Act (UCITA). EACH PARTY WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS QUOTATION.
- 13.9 Customer will report immediately to Philips any event suggesting a Product may have caused or contributed to a death or serious injury or malfunctioned in a way that could likely cause or contribute to such events. Customer will report complaints regarding the identity, quality, performance, reliability, safety, effectiveness, labels, or instructions for use of the Products. Philips is responsible for submitting filings or reports to governmental authorities unless otherwise required by law.
- 13.10 Philips and Customer will comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of 4 years after furnishing Products pursuant to these Conditions of Sale, Philips will make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these Conditions of Sale and the books, documents, and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these Conditions of Sale through a subcontract with a value or cost of ten-thousand U.S. dollars (\$10,000.00) or more over a 12 month period, with a related organization, such subcontract will contain a clause to the effect that until the expiration of 4 years after the furnishing of such Products pursuant to such subcontract, the related organization will make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract and the books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. This section relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from time to time to these Conditions of Sale. If Section 1861(v) (1) (1) should be found to be inapplicable, then this section will be deemed inoperative and without force and effect.
- 13.11 Philips, as the date of signature of the Quotation, represents and warrants that Philips, and its employees and subcontractors, are not debarred, excluded, suspended, or ineligible to participate in federal or state health care programs (an "Excluded Provider"). Philips will notify Customer if it becomes aware of any Excluded Provider status. Upon receipt of such notice, Customer will provide Philips with reasonable opportunity to discuss and attempt to resolve any concerns related to Excluded Provider status of Philips or its employee or subcontractor. In the event Philips is unable to resolve the Excluded Provider status of Philips or its employee or subcontractor, Customer may terminate orders for Product not yet shipped or services not rendered prior to the date Philips or its employees or subcontractors became Excluded Providers.
- 13.12 Customer will notify Philips if any portion of the order is funded under the American Reinvestment and Recovery Act (ARRA).
- 13.13 Customer acknowledges that certain policies, schedules, Product-specific terms, and other documents referenced in these Conditions of Sale are provided via embedded hyperlinks (collectively, "Hyperlinked Terms"). Customer represents that it has the ability to access, download, and store the Hyperlinked Terms and agrees that all Hyperlinked Terms are incorporated into, and form part of, these Conditions of Sale as if set out in full. If a hyperlink changes or is unavailable, the then-current version of the relevant Hyperlinked Term identified by title and version/date will control, and Philips will provide a copy upon request.
- 13.14 These Conditions of Sale, the terms in the Quotation, and any applicable Product-specific warranty constitute the entire agreement and supersede all previous understandings or agreements regarding the transactions contemplated by the Quotation. No additional terms, conditions, consents, waivers, alterations, or modifications are binding unless in writing and signed by the parties.
- 13.15 The Product-specific schedules included with these Conditions of Sale apply solely to the specified Products and govern in the event terms expressly set forth in the schedule conflict with terms expressly set forth in these Conditions of Sale.

**Schedule 2
Ultrasound Systems Portfolio (UL) (Rev 26)**

Product Category	Products
Ultrasound Systems (UL)	Cardiovascular Ultrasound (CV UL)
	General Imaging Ultrasound Systems (GI UL)
	Women's Health Care (WHC UL)
	Point of Care (POC UL)

1. Payment Terms

- 1.1 Unless otherwise specified in the Quotation, Philips will invoice Customer and Customer will pay such invoice on receipt for each Product as follows:
 - 1.1.1 100% of the purchase price shall be due thirty (30) days from Philips' invoice date.
- 1.2 Support Services, if any, shall be invoiced and paid as set forth on the Quotation.

2. Xtend Coverage

- 2.1 If the Quotation includes Xtend Coverage, the Quotation is subject to the additional Schedule 2-C (Xtend Coverage) terms set forth on <https://www.usa.philips.com/healthcare/support/terms-and-conditions>. Customer's signature of the Quotation or issuance of purchase order in connection with the Quotation will be deemed agreement that such terms are incorporated herein and apply to Customer's purchase.

3. Technology Maximizer Service Package

- 3.1 If the Quotation includes Technology Maximizer Service Package, the Quotation is subject to the additional Schedule 2-D (Technology Maximizer Service Package) terms set forth on <https://www.usa.philips.com/healthcare/support/terms-and-conditions>. Customer's signature of the Quotation or issuance of purchase order in connection with the Quotation will be deemed agreement that such terms are incorporated herein and apply to Customer's purchase.



**Schedule 2-A
Collaboration Live or Reacts (Rev 26)**

Product Category	Products
Ultrasound	Collaboration Live and/or Reacts

The following schedule will apply if Customer’s purchase includes a license to Collaboration Live and/or the Reacts Platform (“Software Services”).

1. Definitions

- 1.1 “Account” means a Reacts User Account. A Reacts User Account includes the Account Information.
- 1.2 “Account Information” means the personal information related to a specific User, the User Content, the Account settings, as well as the Usage Information residing on the Reacts Platform.
- 1.3 “Administrator” means a Philips support agent (“Philips Administrator”) or a Customer Account holder (“Customer Administrator”) that has been granted certain administrative permission(s), such as but not limited to the management of Accounts and Subscriptions.
- 1.4 “Subscription” means an access purchased by Customer to the Software Services.
- 1.5 “Usage Information” means the information associated with the Software Services.
- 1.6 “User” means an individual accessing any of the Software Services.
- 1.7 “User Content” means any data provided by the User or shared with the User contained in the User’s Reacts Library or secure messaging including text, photos, videos, graphics, items, or other materials, all of which will be subject, as applicable, to the Philips Privacy Notice.

2. Customer Responsibilities

- 2.1 Customer is responsible for its own and each of its User’s acts and omissions, including compliance with the End-User License Agreement (EULA) currently available online at <https://reacts.com/legal/terms>; use of the Software Services; and ensuring adequate security to prevent unauthorized access to Accounts, User Content, and any confidential information, including protecting any client devices such as tablets and laptops with anti-virus and appropriate cyber security.
- 2.2 Customer will obtain and retain all necessary consents, including from patients, before using or granting access to the Software Services for medical purposes and processing personal information for the purposes of providing the Software Services.
- 2.3 Customer will ensure that the Users use the Software Services in accordance with all applicable laws and comply with all requirements related to the use of personal health information, including medical data. Customer will ensure that the Software Services are not used by patients.
- 2.4 Customer will obtain the consent of its Users to grant Philips access to the Usage Information.
- 2.5 Customer will obtain and maintain all required authorizations and permit(s), and/or register with their local agencies, as necessary, to use the Software Services.
- 2.6 Customer will follow the Collaboration Live Pre-Implementation IT Checklist, which Philips will provide to Customer.

3. Access to the Software Services

- 3.1 Customer acknowledges that before using the Software Services, each of its User must agree to the EULA. Philips makes such terms available to be agreed upon by each User through a click-wrap process enabled at the time such User creates their account information.
- 3.2 Customer acknowledges that the Software Services are administered by Philips or its affiliate(s) in Canada and that Personal Data may be processed by Philips and/or its affiliate(s) in Canada. Customer is responsible for its own and its Users’ compliance with any local laws, including those laws that permit the processing of Personal Data in Canada.
- 3.3 Customer acknowledges that Philips does not need any medical data to operate any of its Software Services.
- 3.4 Customer will designate individual(s) to serve as Customer Administrator(s) and alternate(s), who will serve as Philips’ primary support contacts. Customer Administrator(s) shall manage all Accounts. Philips Administrator(s) can act on behalf of Customer to administrate the Services.
- 3.5 Software Services may be interrupted for maintenance, upgrades, or as a result of telecommunication failures or other reasons that are beyond Philips’ control. Accordingly, Philips does not warrant the Software Services to be uninterrupted or error-free and will have no liability for any disruptions or downtime. Therefore, the primary on-site patient care provider performing the ultrasound procedure must be sufficiently qualified independent of the Software Services to perform an ordered patient procedure.
- 3.6 Philips may modify the Software Services or any portion thereof. Customer agrees that Philips shall not be liable to Customer or any other party if Philips modifies the Software Services.
- 3.7 Abusive or excessive usage of the Software Services may result in the temporary or permanent suspension of Customer and/or any User’s access to the Software Services and/or termination of applicable Subscriptions. Philips, in its reasonable discretion, will determine what constitutes abusive or excessive usage of its Software Services.
- 3.8 The access to the Software Services starts when the Subscriptions are created, not when they are assigned.
- 3.9 The ability to access the Software Services may require payment of third-party fees, such as telephone toll charges, mobile carrier fees, ISP, data plan, etc. Philips and its affiliates have no connection to or responsibility for such fees.

4. Retention of the Account Information and User Content

- 4.1 Philips will retain and grant Customer or other persons access to Account Information and User Content only to fulfil its obligations under the Quotation or as required or permitted by applicable laws. Once deleted by Philips, Customer, or the Users, Account Information and User Content cannot be restored.



**Schedule 2-B
Lumify (Rev 26)**

1. Lumify

1.1 The following additional terms apply to purchases of Lumify Ultrasound Solutions or Bundles:

- 1.1.1 Compatible Smart Devices. A compatible smart device and other components as specified in the Product Documentation or Lumify website (“Compatible Smart Device”) is required. Philips does not provide maintenance or repair services, anti-virus software or support, or security software for Compatible Smart Devices. If Customer selected Lumify: Outright Purchase, Customer will purchase a Compatible Smart Device at its own expense and install the Lumify software app from the applicable app store (“Lumify App”). If Customer selected Lumify System Bundle, Philips will provide a Compatible Smart Device with the Lumify App pre-installed, and the following terms apply:
 - 1.1.1.1 Customer authorizes Philips to (i) perform basic setup, (ii) install the Lumify App, and (iii) accept on Customer’s behalf the applicable end user license agreement, which can be found at http://www.samsung.com/us/common/software_eula.html for Samsung devices or upon request for other devices.
 - 1.1.1.2 Customer agrees to the limited replacement-only warranty coverage for the Compatible Smart Device as identified in the warranty agreement. After the warranty period, Philips shall not be responsible for the performance or functionality of the Lumify App following Customer installation of OEM operating system patches, updates, or upgrades to the Compatible Smart Device.
- 1.1.2 License. The Lumify App license is limited to use with the Lumify transducer on one or more Compatible Smart Devices and is available via the Google Play Store and the Apple App Store.
- 1.1.3 Internet connectivity is required to download, register, configure, and update the Lumify App.
- 1.1.4 Customer agrees to the collection and use of system log information related to the Lumify Ultrasound Solution. See the Privacy Notice for more details.

Schedule 14 Additional Terms and Conditions for Technology Maximizer (Rev 26)

1. Services

If Philips Technology Maximizer ("Technology Maximizer" or "Tech Max") is purchased under this Agreement for a specific piece of Equipment identified by its serial number following installation ("Covered System"), and the requirements of the Agreement are satisfied, then Philips will make available upgrade(s) during the term of agreement for the Equipment as outlined below and according to the Technology Maximizer version listed on the Quotation. Technology Maximizer is available in the following versions, subject to modality and market variations:

- 1.1 Technology Maximizer Essential
 - 1.1.1 Maintain Equipment at latest configuration as follows:
 - 1.1.1.1 Major release upgrades to the core system Licensed Software which is designed to run the system's hardware and essential application programs ("Core System Software");
 - 1.1.1.2 Third party operating system (OS) updates;
 - 1.1.1.3 Any available safety and security updates which are included in a major release;
 - 1.1.1.4 If operational workflows are modified in the latest upgrade, Philips will provide clinical training for new or enhanced functionality of that upgrade; and
 - 1.1.1.5 Hardware replacement to support software upgrades is not included unless specifically included in the Quotation.
- 1.2 Technology Maximizer Plus
 - 1.2.1 Maintain Equipment at latest configuration as follows:
 - 1.2.1.1 All Technology Maximizer Essential deliverables listed above;
 - 1.2.1.2 Software upgrades to previously purchased Philips Licensed Software on the Equipment other than the Core System Software such as ancillary applications which accomplish specialized clinical functions on the Equipment;
 - 1.2.1.3 Application training for new or enhanced functionality included in upgrades to Licensed Software noted in 1.2.1.2; and
 - 1.2.1.4 Computer hardware replacement necessary to support software upgrade, as/if needed. This entitlement is limited to one replacement unless specifically included otherwise in the Quotation.
- 1.3 Technology Maximizer Pro
 - 1.3.1 Selected access to future clinical innovation released during term of agreement as follows:
 - 1.3.1.1 All Technology Maximizer Plus deliverables listed above; and
 - 1.3.1.2 New features and/or applications within selected clinical area, as specified in the Quotation determined by Philips as eligible in the Technology Maximizer Pro program.
 - 1.3.1.3 Advanced training for new features and/or applications provided under 1.3.1.2.
- 1.4 Technology Maximizer Premium
 - 1.4.1 Full access to future clinical innovation across selected clinical domains released during term of agreement as follows:
 - 1.4.1.1 All Technology Maximizer Pro deliverables listed above; and
 - 1.4.1.2 New future clinical features and/or applications across selected Philips clinical domain on the Equipment as specified in Quotation determined by Philips as eligible in the Technology Maximizer Premium program.

2. Terms and Conditions of Technology Maximizer

- 2.1 Technology Maximizer does not include basic Equipment preventive maintenance which is purchased separately.
- 2.2 Licensing. All Philips Licensed Software upgrades are subject to the Licensed Software terms and conditions agreed to at purchase of the Equipment or Licensed Software sale (as applicable), including but not limited to usage and license limitations.
- 2.3 Software Warranty. All Philips Licensed Software upgrades issued under this Agreement are subject to the warranty terms and conditions agreed to at purchase of the Equipment or Licensed Software sale (as applicable) for a warranty period of 90 days.
- 2.4 Upgrade preconditions. All upgrades and new software features and/or applications may be delivered, if and when:
 - 2.4.1 made commercially available by Philips after the Start Date and before the End Date specified in the Quotation;
 - 2.4.2 supported by the Equipment hardware and configuration; and
 - 2.4.3 intended for use in the "clinical domain" identified in the Quotation or otherwise as explicitly specified in the Quotation.
- 2.5 Term of Technology Maximizer. If purchased with the sale of Equipment Technology Maximizer service coverage begins one day following the first year of the warranty period or as specified on Quotation. Technology Maximizer purchased after sale of Equipment shall begin on the Start Date listed on the Quotation.
- 2.6 Upgrade Delivery Process. Philips will notify Customer of an upgrade that is included in Customer's Technology Maximizer entitlement. Customer must provide written notice (email acceptance is sufficient) of intent to receive the upgrade within the term of the Technology Maximizer Agreement. If Customer does not provide written notice of intent to receive the upgrade within term of the Technology Maximizer Agreement, then Philips is under no obligation to provide such upgrade. If the Technology Maximizer Agreement term expires after Customer has provided written notice to receive the upgrade, but before it is delivered, then Customer is entitled to receive it within year following such expiration and must schedule the installation within this one-year period.
- 2.7 Upgrade Limitations. The upgrades provided under Technology Maximizer:
 - 2.7.1 are available only for the designated Equipment specified on the Quotation;
 - 2.7.2 unless explicitly described otherwise in the Quotation and except in case of Technology Maximizer Pro and Premium, do not include new applications, options or the like that were not purchased with the Equipment, or purchased separately from Philips for the Equipment;
 - 2.7.3 may not be sold, transferred, or assigned to any third party; and
 - 2.7.4 are subject to the terms and conditions of the Agreement and any licensing terms and conditions included in the purchase of the Equipment from Philips.
 - 2.7.5 Parts removed for the purpose of an upgrade become the property of Philips on an exchange basis as defined in the Agreement.
- 2.8 Availability limitation. In case Customer refuses the installation of an upgrade, or in case no upgrade is provided by Philips (for any reason, e.g., not made available commercially) during the Term of the Technology Maximizer entitlement, no credit for any already paid amounts is carried forward or eligible for refund. Philips makes no representations in number of Core System Software, OS, ancillary or other Licensed Software upgrades or enhancements that shall be made available to Customer during the term of this Agreement. The release of all third-party software publishers' upgrades is at the sole discretion of the software publisher and only to the extent made available to Philips. All such third-party software is subject to prior validation by Philips for use with the Equipment. Philips validation of third-party software includes without limitation screening for safety issues, processing delays, or image distortion. Any

upgrades/updates or enhancements to the Philips application software is subject to regulatory clearance and commercial availability, solely at Philips' discretion.

- 2.9 To receive Technology Maximizer upgrade(s) designated for remote deployment, Customer must ensure the enablement of Philips Remote Service for establishing remote connectivity between the Covered System and Philips.
- 2.10 To receive Technology Maximizer upgrades, the Covered System must be up to date with all preventative maintenance and operating within specifications. If the Covered System is not under a Philips maintenance agreement that includes regular preventative maintenance, and repairs are necessary to bring the Covered System within specifications, the Technology Maximizer upgrade will not cover the cost of such repairs.
- 2.11 **Termination.** If the Agreement is terminated due to the fault of Customer or Customer defaults under the Agreement after any upgrades under this Technology Maximizer have been provided by Philips, then Customer shall pay Philips the list price of the so provided upgrades within 30 days of such termination or default. No paid amount is eligible for refund.



BOARD SUMMARY:

CEO Summary

By: Erin Muck, CEO

Date: March 2026

SUMMARY:

Quality

A trauma surgeon from UNMC was onsite last week for our Rural Trauma Team Development Course (RTTDC) that was well attended by our staff and general surgeons. RTTDC program's goal is to improve the quality of care in rural communities by developing a timely, organized, and systemic response to the care of trauma patients by using a team approach.

Patient Experience

Monday we will be celebrating Doctors' Day, along with recognizing 5 providers who have demonstrated outstanding customer service and trust with their patients. Dr. Michael Luft, Dr. Richard Malyszek, Dr. Elizabeth Ranniger, Dr. David Wright, and Julie Graeve have all scored in the 90th percentile for an entire quarter for willingness to recommend care provider.

People

To meet the continued need for clinic access for our patients, we will begin recruiting for another family medicine advanced practice provider. We are still recruiting for another family medicine physician.

Starting July 1st, we will be partnering with NOVUS Anesthesia to further stabilize anesthesia coverage. Not only will they provide anesthesia providers, but they will also oversee schedules, clinical quality, policies, and assist with processes.

Growth

The second phase of the building project is going well and is running on schedule. The contingency fund remains strong. The new RHC space has been well received by patients and staff. There were challenges with patients understanding what door to use and we have implemented tactics to improve wayfinding. Our staff have been top notch guiding patients to their destinations.

The volumes for behavioral health telemedicine clinic visits have been growing, and we have received some great patient feedback and success.

Senior Life Solutions continues to do well, and they currently have a census of 8. This program has exceeded the market predictions for the first year.

Finance

We continue to await the final dollar award amount for the technology Healthy Hometown grant for our MRI project. I have decided to decline the grant awards for provider recruitment. We are unable to have a non-compete with the physician recruited, which could put us at risk in the future if they were to open their own practice in town after establishing care with current CCMH patients.

There are two capital requests this month for possible approval. Our PFT machine is broken and will cost about \$10,000 to repair. It will be obsolete in 12 months. Due to this, and a ROI of just under a year, we are recommending a new replacement.

One of our cardiologists has requested a new probe for echocardiograms for our ultrasound machine that will expand our ability to perform testing on larger patients and those with certain medical conditions. Currently these patients have to go to the city for these echo's. This requires a significant software upgrade of the ultrasound machine for approximately \$60,000. Our two current ultrasound machines were purchased about 7 years ago and are due for replacement in the next year or two. Both have a ROI of about 2-4 months. We are recommending replacing both ultrasound machines at this time to take advantage of more favorable pricing that is available when purchasing the units together. We anticipate an increase in testing done here due to the improved technology.

Although total hospital procedures increased 3.56% in February, there was a net loss of \$343,337. Surgeries are down 13% and contractual adjustments continuing to run significantly higher contributed to the loss. Total cash decreased by \$1,367,293, with \$1,145,345 due to the construction project. Days Cash on Hand without project funds did decrease to 186 days. Days in AR are still on target at 44 days.

Community

The YMCA Open House is on April 13th, and they have invited you to attend. A meeting invite has been sent out.

Hospital Week is May 10th through the 16th, and we will get you a schedule for the week soon. Feel free to come to any of the events planned that week. Friday the 15th will be when the board serves staff lunch. We will get that specific invite sent out soon.

This year marks CCMH's 75th anniversary. The marketing team has planned multiple events, including an Open House here on June 25th. The foundation golf outing is June 26th.

Respectfully,

Erin